AGREEMENT

BETWEEN

SOUTHERN GLAZER’S WINE AND SPIRITS

AND

UNITED FOOD AND COMMERCIAL WORKERS

DISTRICT UNION LOCAL ONE

EFFECTIVE DATE: MAY 1, 2022

EXPIRATION DATE: APRIL 30, 2025

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**AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of May 2022 by and between the Southern Glazer’s Wine and Spirits (hereinafter known as the Employer or SGWS) and the UNITED FOOD AND COMMERCIAL WORKERS, DISTRICT UNION LOCAL ONE, affiliated with AFL-CIO, CLC (hereinafter known as the Union or Local).

**PREAMBLE**

WHEREAS, the above parties desire to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

**ARTICLE 1- RECOGNITION- THE COLLECTIVE BARGAINING UNIT.**

**Section 1.1** The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees in the bargaining unit as follows:

All full-time Customer Service Representative, Customer Service Analyst, Mailroom Clerk, Receptionist, Credit Analyst, NYS Collections Analyst, Cashier, Cash Application Specialist, Accounts Receivable Representative, Accounts Receivable Lead,and Customer Development Analyst employed by the Employer in the Syracuse location of Southern Glazer’s Wine and Spirits, 3063 Court St, Syracuse, NY 13208.

**Section 1.2** Excluded from the bargaining unit shall be all other employees, including but not limited to, temporary employees, confidential employees, office clerical employees, the Facilities Manager, administrative assistants, guards, professional employees and supervisors within the meaning of the Labor Management Act of 1947, as amended.

**Section 1.3** The words “employee” or “employees” as used in this Agreement shall refer only to the individuals employed with a job title set forth in 1.1, above.

**Section 1.4** The words “regular full-time employee” shall refer only to an employee who regularly and customarily works at least forty (40) or more hours per week on a year-round basis.

**ARTICLE 2- PROBATIONARY PERIOD**

**Section 2.1** All regular full-time employees who are hired on or after the effective date of this Agreement shall be subject to a probationary period and shall be deemed probationary employees for a period of one hundred twenty (120) calendar days to commence from the date first worked after hire.

**Section 2.2** Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to have commenced from the date of hire.

**Section 2.3** Notwithstanding any other provision of this Agreement, the Employer may at any time during or at the end of the probationary period, lay-off, discharge, or discipline probationary employees at its sole discretion, with or without just cause, and no claim may be made by the Union or any probationary employees that the lay-off, discharge or discipline was improper. Moreover, the Employer's action with respect to such probationary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE 3- MANAGEMENT RIGHTS**

The Employer retains the exclusive right and responsibility for the management of the business, the direction of its working force, and the exercise of the ordinary and customary functions of management and all other rights and prerogatives including those exercised unilaterally in the past unless specifically limited by the express language of this Agreement. These functions of management include, without limiting the generality of the preceding sentence, the following rights: to hire, promote, transfer and assign duties; to discipline and discharge for just cause; to lay off; to plan, direct and control operations including the right to discontinue, consolidate, locate, relocate or reorganize any department with any consequent reduction or other changes in the working force;to conduct annual performance evaluations; to set minimum production requirements;to promulgate and as necessary revise, reasonable rules and regulations; to schedule the working force; to transfer employees within departments, to other departments, and to other shifts; to introduce new or improved methods or facilities, make technological improvements, or install or remove equipment, regardless of whether or not such action causes a reduction in the working force; to create, revise, combine or abolish job descriptions and/or job classifications; to determine, assign and change work shifts, starting and quitting times, and hours of work; to determine staffing patterns, to determine qualifications; and to control all Employer property. The foregoing management rights are subject only to the restrictions and regulations governing the exercise of those rights as are expressly provided for in this Agreement or as limited by applicable law.

**ARTICLE 4 - UNION SECURITY**

**Section 4.1** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing on the date on which this Agreement is signed shall on the one hundred twenty-first (121st) day following the date on which they begin employment, 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 the date on which this Agreement is signed shall, on the one hundred twenty-first (121st) calendar day following the date they begin employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues.

**Section 4.2** Any employee who is expelled or suspended from the Union because of nonpayment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Employer by the Union, provided however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues and assessments, the failure of payment of which has caused expulsion or suspension.

**ARTICLE 5- UNION CHECKOFF**

### **Section 5.1** Upon receipt of proper written authorization from an employee, the Employer agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within twenty-five (25) days after the last day of the last payroll period each month, dues assessments and initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Employer once a month. It is understood that any authorization of payroll deduction shall be voluntary on the part of the employee and may be canceled at yearly intervals or at the termination of this Agreement, whichever occurs first.

**Section 5.2** The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except the failure of the Employer to forward to the Union checkoff dues and initiation fees as provided in this Article.

# **ARTICLE 6- DIRECT DEPOSIT**

All employees shall be paid by direct deposit.

**ARTICLE 7- CAPTIONS AND INTERPRETATIONS**

The section and paragraph headings in this Agreement are intended for indexing and descriptive purpose only and shall not be interpreted to restrict or modify in any way the provisions to which they refer. All personal pronouns used herein, reference to employees of this Employer shall be construed, where applicable, to have both masculine and feminine gender.

**ARTICLE 8- BULLETIN BOARD**

The Union will provide a bulletin board not to exceed 3x3 feet in the employees’ breakroom where the Union may post notices of Union recreational affairs, social affairs, elections and Union meetings for the information of members. Such postings may not be in any fashion derogatory toward the Employer or any employee, Board Members, vendor, student or visitor, or otherwise inappropriate. The Union shall provide copies of all bulletin board materials to the Employer prior to posting

**ARTICLE 9- TIME AWAY**

Time off set forth in the SGWS Employee Handbook/New York Upstate Appendix are incorporated herein by reference with the exception of Section 10.1, which is modified as follows:

**Section 9.1** Time Off

An Employee’s annual vacation allotment shall based on his or her years of service as provided in the Upstate New York Appendix to the Handbook. In lieu of accrual, however, each Employee shall receive his or her full annual allotment of Vacation and PTO on February 1st of each year to be used between February 1 and January 31 of the following year. Should an employee not use all of his or her time off by January 31, up to forty (40) hours of unused time shall be paid out during the month of February.

Employees hired between February 1 and December 31 of each year shall accrue PTO beginning on their date of hire at the rate of one (1) hour per thirty (30) hours worked up to fifty-six (56) hours. New Hire vacation will follow handbook guidelines.

**Section 9.2** Scheduling

During the month of January, employees shall have the opportunity to submit vacation requests for the calendar year. Such requests shall be granted in seniority order and each employee shall be given the opportunity to schedule up to two (2) full weeks of vacation prior to granting requests in less than full week increments.

## **ARTICLE 10- WAGE AND HOUR**

Wage and hour set forth in the SGWS Employee Handbook/New York Upstate Appendix are incorporated herein by reference.

## **ARTICLE 11- LEAVES OF ABSENCE**

Leaves of absence set forth in the SGWS Employee Handbook/New York Upstate Appendix are incorporated herein by reference.

## **ARTICLE 12- ALL REMAINING LEAVES OF ABSENCE**

All remaining leaves of absence in the SGWS Employee Handbook are incorporated herein by reference not included in Articles 10, 11 and 12.

## **ARTICLE 13- UNION VISITATION**

**Section 13.1** A duly authorized representative of the Union may enter the Employer’s premises at reasonable times during non-working hours (breaks and lunch periods) to confer with, bargaining unit members for the purpose of administering this Agreement provided; however, that such representative shall contact theFacilities Manager or their designee twenty-four (24) hours in advance to make mutually convenient arrangements for the visit.

**Section 13.2** Upon arrival at the Employer’s premises, the Union Representative shall notify the Employer of their presence.

**Section 13.3** The Union Representative shall, during the course of a visit, conduct themselves in a professional business manner as not to cause any interference with the operations of the Employer.

**Section 13.4** A unit member and/or Union steward may be released from his duty to confer with the Local One Union Representative at a time that is mutually convenient to the Employer, unit member and/or Union Steward and Local One Union Representative.

**ARTICLE 14- UNION STEWARDS**

**Section 14.1** The Union shall designate one (1) member of the unit as Union Steward. In the event the designated Union Steward is absent or unavailable, the Union shall have the authority to designate a substitute Steward to address any issue(s).

**Section 14.2** The Union Steward shall be permitted to discuss grievances with a designated representative of the Employer consuming such time as is reasonably necessary. Stewards must ask permission from their supervisor to leave their job to adjust grievances or conduct Union business.

**Section 14.3** A Union Steward shall be the last employee to be laid off provided the Steward is qualified to do the remaining work.

**Section 14.4** An employee who serves as a Union Steward shall be entitled to one (1) additional paid day off to attend a Union sponsored Steward Conference or Seminar to be paid by the Union.

**ARTICLE 15- GRIEVANCE PROCEDURE**

**Section 15.1** It is the intention of the parties that all complaints, disputes, controversies, or grievances arising between the parties hereto which involve questions of interpretation or application of the express written provisions of this Agreement, shall be adjusted in the following manner:

Step 1: An employee having a grievance shall, either alone or together with his/her Union Steward or Union Representative, present such grievance to the Departmental Manager within ten (10) calendar days after the occurrence, facts or circumstances constituting the complaint, dispute, controversy, or grievance arose or after either the grievant and/or the Union either knew or should have known. The Company shall answer the grievance within ten (10) calendar days after its presentation in Step 1.

Step 2: If the grievance is not resolved or settled in Step 1, the grievance may be presented to the Department Director. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant or their Union representative. In order to be timely filed, such written grievance must be presented to the Department Director within ten (10) calendar days after the denial of the grievance in Step 1. A grievance so presented in Step 2 shall be answered by the Company within ten (10) calendar days after its presentation.

**Section 15.2** The failure of the grievant or the Union to present a grievance within the time limits set forth herein, shall constitute a waiver of the grievance and bar all further action thereon. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. The parties may mutually agree in writing to extend the time limits.

**Section 15.3** All time limits herein specified shall be deemed to exclude contractual holidays.

**ARTICLE 16- ARBITRATION**

**Section 16.1** In the event a grievance has not been finally adjusted or resolved in Step 2 of the grievance procedure, the Union may within ten (10) calendar days after the denial in Step2of the grievance procedure or ten (10) calendar days after an arbitration is approved following an appeal to the UFCW Local One Executive Boardsubmit the grievance to arbitration by serving a written Demand for Arbitration to the Employer and a request for arbitration filed in writing with the American Arbitration Association (AAA). Both the Employer and the Union agree to be bound by the rules and regulations of the AAA.

**Section 16.2** It is the function of the arbitrator to interpret the Agreement. The Arbitrator shall make and issue decisions only regarding matters expressly submitted to them within the written terms of this Agreement. The Arbitrator’s decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The Arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The Arbitrator’s power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular grievance involved. The Arbitrator shall issue their decision and award within thirty (30) calendar days after the close of the hearing(s).

**Section 16.3** The Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during their period of unemployment shall be offset and deducted from this award. Employees who have been discharged or suspended shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the Arbitrator.

**Section 16.4** The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties. However, if an arbitration is commenced by the Union and thereafter is subsequently withdrawn by the Union without settlement, the Union shall be solely responsible for payment of the filing fees. Each party shall pay any fees and wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

**Section 16.5** The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employerand the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups seek to interpret or enforce the contract on their own initiative or responsibility. No individual employees may initiate any arbitration proceeding or move to confirm or vacate an award.

**Section 16.6** There shall be no submission of multiple grievances to arbitration in one demand. Nor shall separately submitted grievances be consolidated and/or merged before the same Arbitrator. Accordingly, in the absence of mutual consent of the parties, an Arbitrator may not be presented with, or rule upon, more than one grievance.

**ARTICLE 17- SEPARABILITY**

**Section 17.1** In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

**Section 17.2** In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to that matter covered by the provision which may have been so declared invalid or void.

### **ARTICLE 18- ANTI-DISCRIMINATION**

The Employer and the Union agree that neither party shall discriminate against an employee because of race, color, creed, national origin, sex, physical disability, mental disability, marital status, age, or union activity. The definition of discrimination under this Agreement shall be the same as under applicable state and federal statutes, including the recognition of bonafide occupational qualifications.

**ARTICLE 19- BARGAINING UNIT WORK**

**Section 19.1** Non-bargaining unit employees and any supervisors as defined by the NLRA shall not perform work customarily performed by bargaining unit employees, except that should bargaining unit employees require additional assistance with their work due to volume, schedule, staffing, customer escalation, or for compliance purposes it may be handled by a supervisor or other non-bargaining unit employee.

**Section 19.2** As limited by this Agreement, the Employer may use Temporary employees to do bargaining unit work.

**ARTICLE 20- LABOR-MANAGEMENT COMMITTEE**

**Section 20.1** To discuss matters of mutual concern, the Employer and Union agree to the establishment of a Joint Labor-Management Committee, which will meet twice a year, or more or less frequently if mutually agreed to.

**Section 20.2** If either party has an agenda, it will be forwarded to the other party ten (10) calendar days prior to the meeting.

**Section 20.3** In the event that an agreement is reached to alter or change any work rules or provisions contained the collective bargaining agreement, said agreement shall be reduced to writing as a side letter to this Agreement, and must be signed by the Vice President of Operations, North East Region in order to be valid. The Employer and the Union agree to study in the Labor Management Committee and find mutually-agreeable solution to issues of joint concern.

ARTICLE 20- LABOR-MANAGEMENT COMMITTEE - CONTINUED

**Section 20.4** The Union shall designate the bargaining unit members; the Employer shall designate the management members of the Joint Labor Management Committee. It is agreed that the Union shop steward and other such representatives of the Union as designated by the President of the Union shall be in attendance at any and all meetings of the Joint Labor Management Committee. Up to four (4) bargaining unit members designated to attend such meetings by the Union and in attendance at such meetings shall be compensated for all time spent in attendance at the Employee's applicable rate of pay. Additional bargaining unit members may be compensated by mutual agreement of the Employer and Union.

**ARTICLE 21- SENIORITY**

**Section 21.1** Definition

Seniority shall be defined as the employee’s length of continuous service with the Employer in the bargaining unit commencing with the date of hire.

**Section** **21.2** Accrual of Seniority

a) Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee’s seniority shall be considered to commence from the date first worked after hire.

b) Seniority shall accrue and not be lost during an employee’s vacation, all approved leaves of absence and state or federal leaves provided by law, provided the employee returns to work immediately following the expiration of such leave.

**Section 21.3** Loss of Seniority

An employee shall lose their accumulated seniority and seniority shall be broken for any of the following reasons:

a) If the employee voluntarily resigns.

b) If the employee is discharged for just cause.

c) If the employee fails to report to work after a layoff, within three (3) calendar days after receipt of a written notice of recall sent by the Employer to the employee at his last address of record on file with the Employer unless beyond the reasonable control of the employee.

d) If the employee is on layoff which either extends (a) in excess of six (6) consecutive months, or (b) for a period longer than the employee’s length of service, whichever is less.

e) Failure to return from or extend an approved leave of absence prior to its expiration.

**Section 21.4** Layoffs

In the event the Employer desires to reduce its staff by laying off employees, it shall do so by a job function, in the following manner:

1. Employees to be laid off shall be given (30) calendar days**’** notice with a copy of said notice to the Union.
2. Probationary and temporary employees within the department the Employer desires to reduce staff, shall be laid off first without regard to their individual period of employment.

c) If a further reduction of personnel within the department is needed, non-probationary employees shall be laid off on the basis of their job functionprovided the senior employee possesses the skills to perform the remaining work without additional training.

ARTICLE 21- SENIORITY - CONTINUED

Section 21.5 Bumps

In the event a position is eliminated the individual in that position may bump the least senior person in a bargaining unit position that the employee is qualified to perform. If an employee employed at the time of ratification bumps into a lower paid position, the rate of pay for the employee will not be lowered more than fifty percent (50%) of the difference in the starting rate of pay for the employees’ former position and the employees’ new position

**Section 21.6** Recall

1. Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in reverse order in which they were laid off.

b) Probationary and temporary employees who have been laid off have no recall privileges.

**ARTICLE 22- WORK SCHEDULE**

**Section 22.1** Regular Work Schedule: Unless otherwise agreed to, the regular work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days worked Monday through Friday. However, it is understood that an employee must work until all of the day’s matters go to billing and the manager verbally releases employees from their shift. For employees hired after 5/12/22, the Employer reserves the right to establish a workweek which begins on a Sunday or Tuesday.

**Section 22.2** For employees hired after 5/12/22, an employee may be assigned to start his or her shift at any time between 7:00 a.m. and 10:00 a.m. Once a start time is set, the employer shall not change an employee’s start time unless at least one (1) week notice of the new start time is provided to the employee.

**Section 22.3** Lunch and Rest Periods: An employee shall receive a one (1) hour unpaid lunch during their scheduled workday. Two (2) paid fifteen (15) minute rest periods during an eight (8) hour shift. One (1) to be taken in the first half of the shift and one (1) in the second half of the shift, or any mutually agreed upon time.

**Section 22.4** Mandatory Weekend Work: An employee may be called in to perform work on a weekend (Saturday and Sunday), including but not limited to holiday weeks and every week in November and December. The Employer will make every effort to give Employees at least two (2) weeks’ notice of mandatory weekend work. Employees will be asked to volunteer for such work when needed. If an insufficient number of employees volunteer, employees shall be required to work in order of reverse seniority, with the least senior employees required to work before more senior employees, until all slots for each work function are filled. For employees on a Monday through Friday workweek schedule, such weekend work shall be paid at 1½ times an employee’s regular hourly rate of pay for all hours actually worked on Saturdays, and at double time for all hours actually worked on Sundays.

**ARTICLE 23- DISCHARGE, DISCIPLINE OR SUSPENSION**

**Section 23.1** The Employer shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee for just cause. Just cause for immediate discharge shall include but not be limited to the following:

a) theft,

b) forgery/falsifying documents or time records,

c) selling, using or carrying weapons or illegal drugs on premises,

d) fighting, defacing property,

e) verbally or physically threatening the safety of personnel,

f) falsifying Company records, and

g) engaging in conduct that violates state liquor authority laws

**Section 23.2** Notice of discharge, discipline or suspension shall be given in writing to the employee and a copy thereof shall be sent to the Union within forty-eight (48) hours from the time of discharge, suspension or other discipline. The Notice shall be sent via email to the Union representative assigned to the facility. In cases of discharge and suspension only, if the Union seeks to contest the decision, it shall send written notice thereof to the District Manager within fourteen (14) calendar days after receipt of the Notice of discharge or suspension. In such event, the dispute shall be submitted and determine under the grievance and arbitration procedures hereinafter set forth; however, commencing at Step 2 of the grievance procedure. The failure of the Union to present such written notice within said fourteen (14) calendar days shall be deemed as acquiescence in the discharge or suspension.

**Section 23.3** All time limits herein specified shall be deemed to exclude contractual holidays, weekends or periods when the Employer is officially closed.

**Section 23.4** Disciplinary actions shall not be used for progressive discipline purposes after eighteen (18) months of issuance (progressive discipline is determined based on a rolling eighteen (18) months from the last occurrence).

**ARTICLE 24- UFCW ACTIVE BALLOT CLUB**

**Section 24.1** The Employer agrees to deduct an amount from the pay of each employee, who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club. Deductions shall be in the amount specified in the checkoff authorization form signed by the employee and deducted every week. The deduction shall continue for those employees who sign UFCW Active Ballot Club checkoff authorization forms unless they are revoked individually and in writing.

**Section 24.2** The Employer agrees to transmit UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union, within twenty-five (25) days after the last day of the last payroll period each month. The Employer further agrees to transmit to the Local Union at the same time the names of those employees for whom deductions have been made and the amounts deducted for each employee.

**ARTICLE 25- JOB POSTINGS**

Where a vacancy in a bargaining unit job occurs, employees within the bargaining unit shall be considered first. Department vacancies will be posted for seven (7) calendar days before advertising externally unless the position must be filled immediately and then posting and advertisement will run concurrently. Employees must submit a written request to the Department Head or as otherwise directed in the posting when applying for a position. The Employer will offer any bargaining unit position to the individual who is the most qualified **~~f~~**or the position.

**ARTICLE 26- UFCW LOCAL ONE HEALTH CARE FUND**

**Section 26.1**  a) Employees Hired Before 5/12/22: Beginning with the 2023 plan year, with the exception of Employees who are subject to Wrap coverage, the Employer shall pay monthly, within fifteen (15) calendar days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, the monthly cost of Single coverage. In addition, for each employee who elects coverage in a plan other than Single coverage, the Employer shall pay fifty percent (50%) of the difference between the Single an the selected plan. The employee shall be responsible for paying the other fifty percent (50%). The Employer shall pay the full cost of wrap coverage.

1. Employees Hired After 5/12/22: Beginning with the 2023 plan year, with the exception of Employees who are subject to Wrap coverage, the Employer shall pay monthly, within fifteen (15) calendar days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, 70% of the cost of the plan selected by the Employee. The Employee shall be responsible for the remaining 30% of the monthly cost of the Employee’s selected plan. The Employer shall pay the full cost of wrap coverage.

FULL TIME EMPLOYEES: 1/1/23 1/1/24 1/1/25

Single $760 $798 $838

Employee & Child $1372 $1440 $1512

Employee & Spouse $1523 $1600 $1679

Family Coverage $2438 $2560 $2688

Wrap $118 $118 $118

**Section 26.2** Contributions for Wrap Coverage shall be made on behalf of all Full-time employees who have not elected to enroll in Family Coverage, Employee with Spouse Coverage, Employee with Children Coverage or Individual Coverage and shall commence on the first of the month following completion of sixty (60) days employment with the Employer.  In the event the Employer hires a full-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which together with the employee's prior service (whether full or part-time) with any participating Employer, aggregates sixty (60) days. Contributions shall be made for all full-time employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month.

ARTICLE 26- UFCW LOCAL ONE HEALTH CARE FUND - CONTINUED

**Section 26.3** Subject to Article 26.1, contributions shall be made on behalf of all full-time employees with at least (60) sixty days of employment who have elected to enroll in Family Coverage, Employee with Spouse Coverage, Employee with Children Coverage or Individual Coverage. Contributions shall commence the first of the month following the date on which a valid application for such coverage is received by the Health Care Fund.  In the event the Employer hires an employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, eligibility for Family Coverage, Employee with Spouse Coverage, Employee with Children Coverage or Individual Coverage shall commence on the first day of the month following the completion of such period of employment with the Employer which together with the employee's prior service (whether full or part-time) with any participating Employer, aggregates (60) sixty days. Contributions shall be made for all full time and part time employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month. The contribution rate shall be determined by the type of coverage an employee has selected as of the first pay period of such employee during the month. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the type of coverage an employee selects when re-employed.

**Section 26.4** If a full-time employee who has previously qualified to have contributions made on their behalf is absent from work due to layoff, illness, injury, approved leave of absence or military service, the Employer shall continue contributions to the United Food and Commercial Workers Local One Health Care Fund for the first six (6) months of absence in any twelve (12) month period.

**Section 26.5** The Employer hereby agrees to be bound by the terms and provisions of the Amended and Restated Agreement and Declaration of Trust (as amended from time to time) which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected, as provided therein, as its representatives in the joint administration of the Fund.  The Fund shall at all times have and maintain United States Treasury Department approval, otherwise the Employer shall not be obligated to make contributions thereto.

**Section 26.6** The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund.  The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

ARTICLE 26- UFCW LOCAL ONE HEALTH CARE FUND - CONTINUED

**Section 26.7** The Employer recognizes and acknowledges that its obligation to contribute to the UFCW Local One Health Care Fund is paramount and that its failure or refusal to make contributions as required under this Article is a major breach of this Agreement and that in such case, the Union may call for employees to engage in a work stoppage or other cessation of work upon five (5) days written notice to the Employer and continuing until such time as the Employer makes contributions to the UFCW Local One Health Care Fund as required by this Article.  The Employer acknowledges and agrees that any such work stoppage or cessation of work is permissible and shall not be in violation of this Agreement.

**Section 26.8** Said Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with said Amended and Restated Agreement and Declaration of Trust.  The principal and income of the Fund shall be used for the sole purpose of providing for the employees of the Employers contributing thereto, their families and dependents, with health care benefits and for any and all other purposes which may be permitted pursuant to Section 302 (c) (5) of the Labor Management Relations Act of 1947, and the payment of all expenses, including the administration and maintenance of the Fund.

**Section 26.9** The rules of eligibility for coverage, waiting periods for coverage and the benefits to be provided to employees and/or their dependents shall be as provided in the plan of benefits of the Fund.  The provisions contained in this Article regarding the dates for the payment of contributions to the Fund shall not bear upon the date when coverage commences.

**ARTICLE 27- LIFE AND ACCIDENT INSURANCE**

Life and Accident Insurance set forth in the SGWS 2022 Benefits Guide-National are incorporated herein by reference.

**ARTICLE 28- DISABILITY COVERAGE**

Disability Coverage set forth in the SGWS 2022 Benefits Guide-National are incorporated herein by reference.

**ARTICLE 29- EMPLOYEE ASSISTANCE PROGRAM**

Employee Assistance Program set forth in the SGWS 2022 Benefits Guide-National are incorporated herein by reference.

**ARTICLE 30- SUBCONTRACTING**

The Employer and the Union agree that stabilized employment is an important objective to be obtained. The Employer will not subcontract work normally performed by bargaining unit employees or any work hereafter assigned to bargaining unit employees. The parties agree that the current practice of seasonally hiring interns is outside the scope of this provision.

**ARTICLE 31- NO STRIKE - NO LOCKOUT**

**Section 31.1** During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, unfair labor practice, sympathetic or otherwise), slowdowns, walkouts, sit-downs, sit-ins, picketing, boycotts or any activities which interfere with the Employer’s operations.

**Section 31.2** Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement, except on the issue of employee participation.

**Section 31.3** The Employeragrees that it will not lockout employees during the term of this Agreement.

**ARTICLE 32- UFCW LOCAL ONE 401K SAVINGS FUND**

**Section 32.1** The Employer shall contribute within ten (10) days after the last day of the last payroll period each month to the UFCW Local One 401K Savings Fund the following sums per employee, after six (6) months of service, per month:

Effective: 7/1/22: 2% of an employee’s weekly earnings

**Section 32.2** In addition to the monthly contributions provided for in Article 34.1, the Employer shall also match an employee's contributions as follows:

EMPLOYEES WITH TEN (10) YEARS OF SERVICE:

For each payroll period, the Employer will make a contribution on the employee’s behalf equal to the employee’s savings contributions, of up to four percent (4%) of the employee’s eligible compensation for such payroll period.

The Employer’s matching contribution is contingent upon receipt of a valid application for participation wherein the employee agrees to contribute. The Employer shall be obligated to begin contributions on behalf of a participating employee the first day of the next full payroll week following receipt of such valid application.

**Section 32.3** Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month.

**Section 32.4** Contributions on behalf of all employees shall commence on the first (1st) day of the month following the completion of six (6) months of employment with the Employer. A year of employment is defined by twelve (12) months of consecutive employment with a minimum of 832 hours worked. In the event the Employer hires an employee who has been employed by any participating employer, and been an active participant in the UFCW Local One 401K Savings Fund at that prior employer, within one (1) year prior to the date of hiring, such employee shall become eligible to participate on the first day of the month following the completion of such period of employment with theEmployerwhich together with the Employee's prior participation in the UFCW Local One 40K Savings Fund through any participating employer, shall aggregate two (2) years of employment as defined above.

ARTICLE 32- UFCW LOCAL ONE 401K SAVINGS FUND - CONTINUED

**Section 32.5** The Employer hereby agrees to be bound by the terms of the Trust Agreement and the policies and procedures adopted by the Board of Trustees which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected as provided therein, as its representatives in the joint administration of the Fund.

**Section 32.6** The Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Declaration of Trust.

**Section 32.7** The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law. The term record shall refer only to the records of bargaining unit personnel covered by this Agreement.

**Section 32.8** The Employer agrees to take the actions indicated below with respect to its employees:

a) Deduct from pay and transmit to the UFCW Local One 401K Savings Fund pre-tax Employee Contributions and Roth Employee Contributions, as set out in the Plan and as elected by Employees. Pre-tax Employee Contributions and Roth Employee Contributions are defined in, and subject to the rules of, the Plan. Pre-tax Employee Contributions and Roth Employee Contributions shall be remitted to the Plan as soon as they can be reasonably segregated from the Employer’s general assets, but no later than the 10th of the month following

the covered period of employment. The Employeragrees to remit such Contributions on such forms and in accordance with such procedures as prescribed by the Trustees.

b) Contribute to the Plan the EmployerContributions as set out in the Plan and this Agreement.

c) On a monthly basis forward to the UFCW Local One 401K Savings Fund a listing of each employee’s total hours worked each month.

**ARTICLE 33- WAGES**

**Section 33.1** All Employees employed as of the following dates shall receive a wage increase in the following amount:

|  |  |  |  |
| --- | --- | --- | --- |
| Date | **5/1/22** | **5/1/23** | **5/1/24** |
| Rate Increase | 5% | 3% | 3% |

An employee shall be paid one dollar ($1.00) per hour premium for all hours worked when assigned as a Team Lead.

Ratification Bonus: a one-time five hundred dollar ($500) (gross) ratification bonus shall be paid to all employees currently on payroll at time of payout. Payout shall be on the next payroll period that is administratively possible after ratification of this Agreement.

**ARTICLE 34- OVERTIME**

Full time employees shall receive one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked over forty (40) within a work week. Hours worked shall not include lunchtime, vacation, holiday, sick or personal time, or time off due to a leave of absence.

Overtime shall be assigned by seniority within job function.

**ARTICLE 37- TERM OF AGREEMENT**

**Section 37.1** This Agreement shall become effective on May 1, 2022 and shall continue in effect until 11:59 p.m. on April 30, 2025, when it shall expire.

**Section 37.2** In Witness whereof, the Employer has hereunto caused this instrument to be executed by its duly authorized officer and the Union, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized officer or representative**.**

FOR THE EMPLOYER: FOR THE UNION:

SOUTHERN GLAZER’S WINE AND UNITED FOOD AND COMMERCIAL WORKERS

SPIRITS DISTRICT UNION LOCAL ONE

FRANK C. DERISO

INTERNATIONAL VICE PRESIDENT

PRESIDENT, LOCAL ONE

ROBERT G. CIANCAGLINI

EXECUTIVE ASSISTANT TO THE PRESIDENT/ RECORDER

MICHELLE MALONEY

UNION REPRESENTATIVE

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