

UFCW 1189
Opening Proposals
For Negotiations
With
ARGA
March 6, 2019

The Union reserves the right to add to, modify, and/or delete from these proposals until such time that a complete successor agreement has been reached.

ARTICLE 3
UNION SECURITY

3.4 ***New Employees.*** The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 above, to have a new Employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the Employee's probationary period, such amount shall be promptly refunded by the Union to the Employee. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not yet met with a Union Representative.

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ARTICLE 4
HOURS OF LABOR

4.12 ***Technological Change.*** In the event technological changes are introduced, the Employer agrees to discuss changes with the Union before such changes are made. Further, if as a result of such changes new positions are created, preference in filling such positions shall be given to members of the bargaining unit. The Employer shall first offer such positions to the employees who will experience a loss of position or a loss of hours as a result of such technological change ("Affected Employees"). Affected Employees shall be provided reasonable opportunity for training in order to qualify for the new or changed job resulting from technological changes.

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ARTICLE 4A
SUNDAY OPERATIONS

4A.3 Full-time Employees. A separate schedule shall be posted, for qualified Full-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. Sunday full-time work shall be rotated among qualified Full-time Employees who volunteer so as to distribute the Sunday work equally to Full-time volunteer Employees. No Employer is required to use Full-time Employees on Sunday. Full-time Employees ~~hired before 5/1/05~~ shall receive time and one-half (1½) for all hours worked on Sunday.

4A.4 Part-time Employees. A separate schedule shall be posted for qualified Part-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. If the list of volunteers exceeds the number of hours of work that is available, Sunday part-time work shall be scheduled by seniority among qualified Part-time Employees who volunteer. All Part-time Employees ~~hired before 5/1/05~~ who work on Sundays shall be paid premium of \$.50 per hour over their regular hourly wage rate.

~~4A.9 — Sunday Premium. There shall be no Sunday premium pay for any Employee hired after 4/30/05.~~

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ARTICLE 5

MISCELLANEOUS PROVISIONS

5.2 Over-rate Wages. The Employer shall have the right to adjust wages of its Employees provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period. When an adjustment is made, an Employee shall be given credit for the hours and/or years of service and progress from that point, ~~for Employees hired before 5/1/05. Overrate Employees hired after April 30, 2005 may be frozen at the higher starting rate and not progress on the wage scale until after 24 months of continuous service. Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay than those herein specified, shall suffer no loss as a result of this Agreement.~~

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ARTICLE 8
VACATIONS

Full-time (FortyPlus) Employees

8.1 Vacation Benefit. ~~Full-time Employees hired before May 1, 2005 with seven (7) years of service or more with the Employer shall receive three (3) weeks' vacation with pay. Full-time Employees hired before May 1, 2005 with fifteen (15) years of service or more with the Employer shall receive four (4) weeks' vacation with pay.~~ Full-time Employees hired after April 30, 2005 shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the ~~eighth~~ seventh year, ~~four (4) weeks after the fifteenth year, and five (5) weeks after the twentieth year.~~

Part-time (including ThirtyPlus) Employees

8.6 Vacation Benefit. ~~Part-time Food Handling Employees hired before May 1, 2005 shall be entitled to vacation of three (3) weeks after the seventh (7th) year and four (4) weeks after the fifteenth (15th) year.~~ Part-time Food Handling Employees ~~hired after April 30, 2005~~ shall be entitled to annual vacation of one (1) week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the ~~eighth~~ seventh year, ~~four (4) weeks after the fifteenth year, and five (5) weeks after the twentieth year.~~

8.9 Part-time Nonfood Handling Employees. Part-time Nonfood Handling Employees ~~hired before May 1, 2005~~ shall be entitled to ~~annual vacation of one (1) week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the seventh year, four (4) weeks after the fifteenth year, and five (5) weeks after the twentieth year.~~ ~~two (2) weeks of paid vacation.~~

Personal Days

8.18 Full-time (FortyPlus) Employees. Two (2) additional personal days off with pay shall be granted to Full-time Employees ~~hired before May 1, 2005~~ by mutual agreement between the Employer and the Employee so that Employees on an individual basis will have a three-day weekend counting their regular day off. ~~Full-time Employees hired after April 30, 2005 shall be granted two (2) personal days with pay after five (5) years of employment.~~ Personal day pay shall be eight (8) hours per day for eligible Full-time Employees.

8.19 Part-time (including ThirtyPlus) Employees / Nonfood Handling Employees. Part-time Food-Handling Employees ~~hired prior to June 29, 2008 and Part-time Non-Food Handling Employees hired before May 1, 2005~~ will receive two (2) personal days. Personal day pay shall be seven (7) hours per day for eligible Part-time Employees.

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ARTICLE 9 HOLIDAYS

9.3 **Overtime Pay.** All Employees ~~upon completion of his/her probationary period with one (1) or more years of service~~ who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Easter Sunday shall be paid at time and one-half (1½) their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits, which may accrue under this agreement.

Full-Time (FortyPlus) Employees

9.6 **Full-time Holiday Pay.** Full-time Food Handling Employees who have ~~completed his/her probationary period worked 2 consecutive years~~ for the Employer, whether as part-time or full-time employees, shall receive eight (8) hours straight time pay for any of the above-mentioned days, if the Employee has worked during the holiday week his/her scheduled day before and scheduled day after the holiday, except for bona fide illness.

9.7 **Grandfathered Good Friday Pay.** Full-time Employees ~~hired before May 1, 2005~~ shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. The time off shall be determined by mutual agreement between the Employer and the Employee affected.

9.8 **Christmas Workweek.** During the week in which Christmas Eve and Christmas Day occurs, the basic work week shall be twenty-nine (29) hours for Full-time Employees ~~hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005.~~

9.9 **Christmas Workweek when Christmas Eve falls on Saturday.** When Christmas Eve falls on Saturday, the preceding basic work week will be thirty-seven (37) hours for Full-time Employees ~~hired before May 1, 2005~~, and the following basic work week will be thirty-two (32) hours for Full-time Employees ~~hired before May 1, 2005~~. All time worked in excess of that adjusted basic work week hours for Christmas Eve and Christmas Day shall be paid for at one and one-half (1½) times the Full-time Employee's regular rate of pay for Employees ~~hired before May 1, 2005.~~

9.10 **Christmas Workweek when Christmas Eve falls on Sunday.** When Christmas Eve falls on Sunday (the first day of the payroll period) the prior basic workweek is 40 hours. The week in which Christmas Eve and Christmas Day falls is a 29 hour work week for Full-time Employees ~~hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005.~~ Time and a half (1½) will be paid for all hours worked by Full-time Employees ~~hired before May 1, 2005~~ from Monday through Saturday in excess of the 29 hours for that week. (Full-time Employees ~~hired before May 1, 2005~~ will receive 40 hours of pay for 29 hours work).

9.11 **No Christmas Eve Deduction.** No deduction shall be made for time not worked after 4:00 p.m., December 24, Christmas Eve.

Part-time Employees (including ThirtyPlus Employees)

9.12 **Part-time Holiday Pay.** Part-time Food Handling Employees, ~~hired before June 28, 2008 working in any holiday week Baggers, Utilities~~ and Part-time Non-Food Handling Employees, ~~who have completed his/her probationary period, hired before May 1, 2005~~ working in any holiday week, and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to 6 hours of holiday pay.

~~9.13 — Ineligible for Holiday Pay. Part-time Non-Food Handling Employees hired after April 30, 2005 shall not be entitled to holiday pay. Part-time Food Handling Employees hired after June 27, 2008 (including former PPT employees and Non-food Handling Employees that converted to Part-time Food Handling Employee status after June 27, 2008) shall not be entitled to holiday pay.~~

9.143 Grandfathered Part-time Christmas Eve Pay. All Part-time Food Handling Employees ~~hired before May 1, 2005~~ normally scheduled to work after 2:00 p.m. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay.

9.154 Good Friday/Christmas Eve Disputes. For the purposes of Good Friday and Christmas Eve pay, no Employee ~~hired before May 1, 2005~~ shall be rescheduled during these weeks to avoid payment of holiday pay. Should a dispute arise with respect to an Employee being rescheduled, the Employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay. If an Employee is on vacation during any of the seven (7) weeks to be reviewed under the provisions of this section, that vacation week shall be disregarded and the next previous week will be added for the purposes of this section.

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ARTICLE 10
SENIORITY

General

10.3 Employee Classifications:

(a) FortyPlus Employees. FortyPlus Full-time Employees shall be any Employee who works forty (40) hours or more per week, Monday through Saturday, for four (4) consecutive weeks.

(b) ThirtyPlus Employees. ThirtyPlus Part-time Employees shall be any Employee who works less than forty (40) hours per week but thirty (30) hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(c) Grandfathered Part-time Employees. Part-time employees on the payroll as of April 27, 2019 who has previously qualified and continues to elected coverage under the Health Care Plan. ~~September 30, 2014 who average less than 30 hours per week Sunday through Saturday and have been employed with the Employer for three (3) full years or more as of September 30, 2014.~~

~~(d) Transitional Part-time Employees. Part-time employees on the payroll as of September 30, 2014 who average less than 30 hours per week Sunday through Saturday and have been employed with the Employer for 6 continuous months or more but less than three (3) full years as of September 30, 2014.~~

(ed) New Part-time Employees. Part-time employees who average less than 30 hours per week Sunday Monday through Saturday. ~~and have been employed with the Employer for less than 6 continuous months, Part-time Food Handling hired after September 30, 2014, and Non-Food Handling Employees promoted to Part-time Food Handling positions after September 30, 2014~~

10.18A Part-time Promotions to Full-time. When an opening occurs for Full-time Employees, Part-time Employees shall be given the first opportunity to fill such opening, provided they have the ability and are available to perform the work. All full-time openings (exclusive of classified positions) shall be posted. All postings must remain posted for a period of not less than one week. Interested and available Employees shall acknowledge their interests in filling the position by signing the posting. Part-time Employees within the seniority category who have signed the posting and have the qualifying abilities and are available will receive fifty percent (50%) of all full-time job openings in that particular seniority category based on seniority. If no such Part-time Employees in the category apply who are qualified and available, the Employer is free to pick whoever it chooses to fill the vacancy.

10.B The Employer will increase the number of Full-time positions in each year of the Agreement until there is a minimum of one (1) full-time position for every three (3) regular part-time food handling positions (excluding non-food handling positions and employees covered by the Meat Agreement).

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ARTICLE 12

EMPLOYMENT TERMINATION

12.3 Employee Discipline. Employees shall be warned, suspended or discharged only for just cause. When an Employee is to be warned, suspended or discharged the Employee shall be talked to in private, with the steward of his/her choice if available; if that person is not available, then another steward may attend.

12.4 Progressive Discipline. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside of the normal progression. The normal progression shall be; first written warning, second written warning, suspension and then discharge.

12.35 Employee Discharge. The Employer shall not warn, discharge nor suspend any Employee without just cause. In respect to discharge, the Employer shall give at least one written warning notice of the complaint against such Employee to the Employee ~~in writing~~ and a copy of the same to the Union. No warning notice need be given to an Employee where he/she is discharged if the cause for such discharge is dishonesty, possession on store premises (including Employer's parking lot) of illegal drugs on the job, fighting or threatening violence, absence from work without a reasonable excuse, willful insubordination, violation of an established written work rule or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. Employer may delay up to 14 days to serve a disciplinary suspension when in the opinion of the Employer the needs of the business would suffer if a disciplinary suspension was served immediately following the determination of a disciplinary suspension.

12.46 Discharge Notice, Investigation and Appeal. All discharges must be by proper written notice to the Employee and the Union affected. Any Employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an Employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance ~~machinery~~ procedure set herein.

12.57 Warning Notices. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. However, all warning notices and other notification of discipline will remain in an Employee's file even if no longer in effect.

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ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURE

14.1 Grievance Processing Steps. Should a difference arise between the Employer and the Union or Employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

A. Between the Employee affected and his/her department head.

B. By a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.

C. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of the Agreement which has not been resolved in Steps A or B above, will be reduced to writing within ten (10) days of the meeting in Steps A or B above. Once reduced to writing, representatives of the Union and the Company will meet in an effort to resolve the grievance. The Company shall issue a written response within 7 calendar days of the meeting. If the Company fails to issue a written response the Union shall be awarded the resolve requested in the written grievance.

D. Should the dispute, difference or grievance not be resolved in Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation (BMS), or Wisconsin Employment Relations Commission (WERC) will be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.

E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon, the matter may be referred to binding arbitration. Such request for arbitration must be within ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).

F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an arbitration panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names.

Either party may request a second panel of arbitrators but the party requesting the second panel shall pay for the list. The Arbitrators will be selected by the parties alternately striking names until one (1) Arbitrator is left. The order of the strikes will be determined by lot.

G. The decision of the Arbitrator shall be final and binding upon all parties. However, the Arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement. Either party may request a review of an Arbitrator's decision, if either party believes the Arbitrator exceeded their authority, made a mistake of law, or otherwise disregarded the clear and unambiguous language of the Agreement.

H. The expense of the Arbitrator, transcription, and hearing room shall be the responsibility of the party not prevailing in arbitration.

I. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved Employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Board.

J. Except in cases of termination, all disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 within thirty (30) days of the alleged violation. In cases of wage disputes in which sixty (60) days will be the time limit. These time limits, and the time limits in 14.1, C, D, &E are binding and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties. The Employer will forward all Corrective Action Notices issued to the Employees to the Union within three (3) days of receipt by the Employee in order for the Union to comply with the time frames of Article 14. If not received in a timely manner, such failure shall only extend the time for filing the grievance, but shall not void the action taken. The Union shall stamp all such notices with the date received.

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**ARTICLE 15
HEALTH AND WELFARE AND PENSION**

Full-time (FortyPlus) Employees

15.16 Contribution Rate. The Employer will pay the full monthly Family contribution to the Health and Welfare Fund for each FortyPlus (Full-time) Food Handling Employee (as defined in paragraph 10.8) with dependents ~~and hired before May 1, 2005~~ according to the following schedule:

Effective Date	Amount
<u>January 1, 2019</u>	<u>\$1,600</u>

~~15.17 Family Coverage Premium Share. The Employer will pay the full contribution for Single coverage for Full-time Employees hired after April 30, 2005. The Employer will also pay 87.5% of the difference between the Single contribution rate and the Family contribution rate if the Full-time Employee requests Family coverage.~~

Eligible Part-time Employees

15.22 Contribution Rate. The Employer agrees to continue to pay monthly contribution for Single coverage for each ThirtyPlus Part-time Food Handling Employee, each Grandfathered Part-time Food Handling Employee, and each Non-food Handling Employee working 30 hours per week or more (hereafter "Eligible Part-time Employees" as defined in paragraph 10.8) to the Health and Welfare Fund according to the following schedule:

Effective Date	Amount
<u>January 1, 2019</u>	<u>\$650</u>

~~15.26 Pre 10/1/14 Eligible Employee Premium Share. The Employer will continue to pay the full Single contribution rate for ThirtyPlus employees hired before October 1, 2014 and Grandfathered Part-time Employees as defined in paragraph 10.8. Effective January 1, 2018, The Employer will pay the Single contribution rate for Eligible Employees hired before October 1, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the Eligible Employee through a payroll deduction of \$7 for the first 4 pay periods (total of \$28) each month toward the monthly contribution rate.~~

15.276 ~~Post 10/1/14 Eligible Employee Premium Share.~~ The Employer will continue pay the full Single contribution rate for Grandfathered Employees, Non-Food Handling Employees averaging 30 hours per week or more Sunday through Saturday and for ThirtyPlus Employees ~~hired after September 30, 2014 who elect health care~~

~~coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the employee through a payroll deduction of \$27.08 for the first 4 pay periods of each month.~~

~~15.28 Transitional Employee Premium Share. The Employer will pay the Single contribution rate for Transitional Part-time Employees as defined in paragraph 10.8 who have elected to continue health care coverage under the Health and Welfare Fund after September 30, 2014 subject to a "premium share" paid by the employee through a payroll deduction of \$43.75 for the first 4 pay periods each month.~~

Renumber the remaining sections.

Pension.

15.~~31~~29 Base Contribution Rate. The Employer agrees to contribute ~~Sixty~~ Sixty ~~Ninety~~ Ninety Cents (~~\$.60~~90) per hour to said Pension Fund for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) after the Employee has completed their probationary period.

15.~~32~~30 Enhanced Contribution Rate. The Employer agrees to contribute one dollar and ~~fifty~~ fifty ~~twenty~~ twenty five cents (~~\$1.25~~55) per hour for each hour worked by each Full-time and Part-time Employee (including ThirtyPlus Employees) (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

15.~~33~~31 Additional Contribution. In addition, the Employer shall continue to pay the current non-benefited pension contribution in the amount 16¢/hour for all pension hours until such time as the Pension Fund Trustees determine that the additional non-benefited contribution is no longer required.

15.~~34~~32 Covered Hours of Employment. For the purpose of this section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any Full-time or Part-time Employee, and shall include, pursuant to said 40 hour limitation, any holiday, personal day, or vacation pay (for time not actually worked) for which the Employee is entitled to straight time pay under the terms of this Agreement. The Pension Trust and benefits to be provided from the Pension Trust shall conform to all requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

15.33 401K Match. The Employer agrees to match up to 5% of the contribution for an Employee who elects to contribute to the 401K plan offered by the Employer.

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ARTICLE 18
FUNERAL LEAVE

18.2 Definition. Under the term “immediate family” shall mean spouse, parents and step-parents, children and step-children, brothers and step-brothers, sisters and step-sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, legal guardian or any relative residing with the Employee or with whom the Employee is residing.

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ARTICLE 19

LEAVES OF ABSENCE

19.4.A Union Office. Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which he is elected.

19.4.B S.P.U.R. (Special Project Union Representative). A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 1189 for temporary work as a Union Representative in the SPUR program. The Union will provide a 30 day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the Employee's participation in H&W and Pension Programs as provided by the agreement during the leave of absence. The Employer would provide the leave without loss of seniority. For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union.

19.10 Earned Sick and Safe Time. All employees shall accrue one hour of earned sick and safe time for every 50 hours worked. Earned sick and safe time shall accrue only in hour unit increments. An Employee will be allowed to carry over up to 40 hours of earned but unused sick and safe time into the following year.

The Earned Sick and Safe Time benefit accruals shall be in addition to and separate from other paid time off benefits provided in this Agreement and may be used in conjunction with other qualifying leaves.

An employer shall allow an employee to use earned sick and safe time for an absence resulting from an employee's own mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care; to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and for an absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member.

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ARTICLE 21
RATE OF PAY

21.3 Night Premium. All Employees hired before ~~May 1st, 2005~~ doing night work shall receive a \$.35 per hour premium over and above the regular hourly rate. The night premium of \$.35 per hour will be paid to all Employees hired before ~~May 1st, 2005~~ working between the hours of 10:00 p.m. and 8:00 a.m., provided such Employees are scheduled to start work prior to 5:00 a.m. The night premium of \$.35 per hour also will be paid to any Employee ~~hired before May 1st, 2005~~ who has the majority of his/her scheduled work hours between 10:00 p.m. and 6:00 a.m.

21.6 Deli Employees. All Employees who work in the Deli shall receive a \$.50 per hour premium over and above the regular hourly rate and in addition to any other premium they are entitled to receive for all hours worked in the Deli department.

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ARTICLE 24

TERM OF AGREEMENT

This Agreement, with respect to wages, shall take effect the ~~31st~~ day of ~~July, 2016~~, and with respect to all other terms and conditions, unless otherwise provided in this Agreement, shall take effect the ~~1st~~ day of ~~May, 2016~~, and continue to the ~~27th~~ day of ~~April, 2019~~, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

This Agreement applies individually and separately to each of the Super One Foods locations set forth below. For administrative convenience only and for no other purposes, the parties have executed this one "master agreement" to avoid unnecessary duplication and execution of documents.

Dated this ____ day of _____, ~~2017~~.