UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD: REGION 29
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BOB’S DISCOUNT FURNITURE,
Employer,

—and—

ROHAN REID, An Individual,

Petitioner,

—and—

UNITED FOOD & COMMERCIAL WORKERS,
LOCAL 888,

Union.
------------------------------------------------------------------------X

United Food & Commercial Workers, Local 888 (“Union” or “Local 888”) by its attorneys, Barnes, Iaccarino & Shepherd LLP, pursuant to Rules & Regulations of the Board, 29 CFR § 102.69(c)(2), files its Request for Review, on the grounds that there are compelling reasons for reconsideration of an important Board rule or policy.

STATEMENT OF THE CASE

The election was held on December 1, 2021 in a unit including “All full-time and regular part-time sales associates employed by the Employer at its facility located at 2520 Flatbush Avenue, Brooklyn, New York.” Local 888 filed on December 7th its “Objections To Conduct Affecting The Outcome Of The Election”. Local 888 filed its Offer of Proof, whereupon Acting Regional Director Teresa Poor (the “ARD”) issued on December 27, 2021 her “Report On Objections and Notice Of Hearing”. In that Report, the ARD overruled the Union’s second, third and fourth objections, but directed that a hearing be held regarding the Union’s first objection: that on the day before the election, the Employer posted and distributed to unit employees “certain
campaign propaganda flyers with misleading information about the Union".\footnote{ARD “Report on Objections and Notice of Hearing” at p. 2.} The hearing was held on a virtual platform by Hearing Officer Rachel Zweighaft (the “HO”) on January 5, 2022. HO Zweighaft issued her Report and Recommendations on Objection (the “Report”) dated February 3, 2022. The Union filed Exceptions on February 23, 2022. Regional Director Kathy Drew King issued her “Decision and Certification of Results of Election” on April 11, 2022. This Request for Review follows.

**FACTS**

The facts in this case are essentially undisputed. The Employer posted in the employees break-room in plastic placards placed on the table, on November 30, 2021, the day before the election, flyers regarding the cost of health insurance. Those flyers are in evidence as Union Exhibits 3 and 4,\footnote{Union exhibits will be referenced herein as. e.g., U-X-1, U-X-2, etc.} respectively the “Insurance Facts Not Fiction” flyer and the “We Guarantee It” flyer. The Facts Not Fiction flyer states in relevant part:

“\textbf{FACT:} The cost of the union’s health and welfare plan is going way up; the cost of the employee only coverage will increase 43% and the cost of employee + children coverage will increase 52% between now and 2024.*” \textsuperscript{U-X-3}

The asterisk leads to a footnote stating, “The amount employees would pay is subject to negotiation.” \textsuperscript{U-X-3}.

The “We Guarantee It” flyer states various supposed facts, and then states clearly and unequivocally,

“Bob’s Discount Furniture guarantees that nothing about your wages, benefits (other than transitioning to the Company health plan) or working conditions will change if you choose that you don’t want to be represented by the union anymore.” \textsuperscript{U-X-4}.
It is undisputed that the Employer and Local 888 are engaged in bargaining for a successor contract for the collective bargaining agreement that covered seven stores from January 2019 through December 31, 2021, including the Brooklyn store at issue herein. U-X-1 at p. 3. It is not disputed that no agreement has yet been reached on Health and Welfare contributions to be made by the Employer for 2022, 2023 and 2024, notwithstanding the statement of the Facts Not Fiction flyer regarding specified costs for 2024.

In accordance with Rules & Regulations of the Board, 29 CFR § 102.67(e), which requires that a request for review be a self-contained document, the relevant exhibits are filed herewith.

**ARGUMENT**

I. THE BOARD SHOULD REEXAMINE AND MODIFY THE MIDLAND NATIONAL STANDARD.

The Board has held,

"elections will be set aside 'not on the basis of the substance of the representation, but the deceptive manner in which it was made.'... As long as the campaign material is what it purports to be, i.e., mere propaganda of a particular party, the Board would leave the task of evaluating its contents solely to the employees." Where, due to forgery, no voter could recognize the propaganda "for what it is," Board intervention is warranted."


Local 888 acknowledges that the objectionable flyers may be characterized as “mere propaganda of a particular party” and therefore none of the Board’s business to police, under the lax *Midland Nat'l* standard. However, this standard should be modified.

1. Facts Not Fiction flyer

The Employer’s assertion in the Facts Not Fiction flyer as to the increases in cost of the Union’s Health & Welfare plan was demonstrably false and intentionally misleading. There are no agreed contributions for 2024, and accordingly the costs are not and cannot be known, absent a
functional crystal ball. The percentage increases stated by the flyer are in fact the percentage increases reflected in the Union’s initial *proposal* made in bargaining for a successor contract. The calculations are:

For employee only: proposal for 2024 –  total cost = $909.32 [U-X-2]  
2021 CBA rate – total cost = $635.83 [U-X-1, p. 26]  
difference $273.49  

The difference is **43%** of the 2021 CBA rate, which is the percentage increase alleged in the flyer.

Employee + children: proposal for 2024 – total cost = $1,751.59 [U-X-2]  
2021 CBA rate – total cost = $1,152.10 [U-X-1, p. 26]  
difference $ 599.49  

The difference is **52%** of the 2021 CBA rate, which is the percentage increase alleged in the flyer.

Aside from the fact that no increases had yet been agreed, as Union witness Marshall Paris testified, and which the Employer’s witness did not dispute, the figures which are the basis of the flyer allegation were derived from the Union’s initial *proposal* for the 2021 bargaining sessions. The figures were in a document attached to the email sent by Union counsel to Employer counsel on November 29th; the attachment was named “Welfare proposal.Bobs.11-29-2021.pdf” [U-X-2, Bate stamped UNION-0040.] Knowing as the Employer did that those figures were initial proposals, to assert on the day before the election that those were actual expected costs was intentionally false and deceptive.

Furthermore, the footnote on the Facts Not Fiction flyer was calculated to frighten employees regarding their expectations of their own costs for the Union H&W plan. As per the previous CBA the Employer and Local 888, as well as the CBA before that, the amount of the employee contribution has remained flat every year for nine years. If past practice of the parties is any guide to the future (as frequently happens in bargaining), such increases as the parties have

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3 Rejected exhibits identified as U-X-5 and U-X-6 Bate stamped UNION-0046 through UNION-0123.
not yet agreed to but may agree to for 2022, 2023 and 2024 will likely be borne by the Employer. Employer witness Edward Soulier admitted that employee contributions currently per the 2021 contribution rates were the same as they had been under the previous CBA, with which he was specifically familiar. [Tran. at 92-93] The Union offered U-X-5 and U-X-6 to show that the bargaining history between these parties for retail stores such as the Brooklyn store – and including the Brooklyn store for 2019 through 2021 – reflected flat employee contribution rates from nine years ago through the present. The Union offered to so stipulate. [Tr. at 60-66] Rejected exhibits U-X-5 and U-X-6 should have been accepted into evidence, and the pattern of bargaining and agreement between the parties should be accepted as being established. And the relevance of all this is quite simple: the Employer well knew that its insinuation that employee costs might rise 43% and 52% was misleading and deceptive, and intentionally calculated to frighten employees.

The Midland National standard should be reexamined and modified. The basis of the Midland standard is a nihilistic, fact-free universe in which parties are merely promoting their own goals, and employees “could not help but greet the various claims made during a campaign with natural skepticism.” Id. at 132. But simple acknowledgment that there are such things as facts militates toward holding that intentional deception as to facts should not be countenanced by the Board. As said by Members Fannings and Jenkins, dissenting in Midland,

“…where employees cast their ballots upon the basis of a material misrepresentation, such vote cannot reflect their uninhibited desires, and they have not exercised the kind of choice envisaged by the Act… Employees' free choice in elections, the only reason we run elections, must necessarily be inhibited, distorted, and frustrated by this new rule. To the majority, this is less important than the freedom to engage in lies, trickery, and fraud. Under the new rule, important election issues will be ignored in favor of irresponsible charges and deceit.”

Id. at 134 (dissent). See also, Southern Bakeries, 2016 NLRB LEXIS 569 * at 12, fn. 8. (“An employer bears the burden of showing its predictions are based on objective fact.”)
linking the union to plant closure were not merely misrepresentations to be evaluated under
Midland National.)

II. THE “WE CAN GUARANTEE IT” FLYER MADE A COERCIVE STATEMENT OF FUTILITY OF UNIONIZATION.

The “We Guarantee It” flyer threatens employees with futility of continued representation by guaranteeing that “nothing about your wages, benefits...or working conditions will change...” if they should vote against continued representation. [U-X-4] Such statements have been held to be unlawful. Southern Bakeries, supra, at 19-21.

HO Zweighaft found, and the RD agreed, that this threat of futility was not properly before the Hearing Officer because it was not alleged in the Union’s Objections, noticed for hearing, nor litigated at the hearing before HO Zweighaft. The Union respectfully submits that the “We Guarantee It” flyer speaks for itself and makes the threat of futility in plain words on its face. Having authored the flyer and posted it in the breakroom, the Employer cannot be heard to complain that it has been surprised by allegation of its contents. Although the specific legal theory under which the “We Guarantee It” flyer was objectionable – that it constitutes a threat of futility – was not specifically pointed out by the Union prior to the hearing, that does not require finding that said legal theory be deemed waived. Being stated on the face of the flyer, the threat of futility was not “wholly unrelated to the issues set for hearing”. As to whether it was fully litigated, it was wholly undisputed as a matter of fact, and as a matter of law, it was litigated in the filing with the Regional Director; it is litigated now in briefing to the Board; and the other parties have full notice and opportunity to make their legal arguments.

The Board has held that “a hearing officer lacks authority to "consider issues that are not reasonably encompassed within the scope of the objections that the Regional Director set for hearing."” DLC Corp. d/b/a FleetBoston, 333 NLRB 655, 656 (2001), citing Iowa Lamb Corp.,
275 NLRB 185 (1985). *FleetBoston* is distinguishable. In *FleetBoston*, the hearing officer “did not admit evidence on whether the hiring hall arrangement was lawful or unlawful. The matter, therefore, cannot serve as the basis for setting the election aside.” *Id.* at 657. Here, however, there is no question of evidence as to the threat of futility; it is undisputed in fact that the Guarantee flyer was authored by the Employer and posted by the Employer. The threat of futility is legally misleading information about the Union stated right there in the Employer’s flyer.

The legal question now considered is similar to an issue in *Fiber Industries Inc.*, 267 NLRB 840 (1983). There, the Board found that allegations were not precluded “from considering as a basis for setting aside the election certain literature or statements that Petitioner purportedly alleged as objectionable for the first time at the hearing.” *Id.*, at fn. 2. “The Employer also contends that the objection alleged these statements as misrepresentations, but that at the hearing Petitioner characterized them as threats.” *Id.*, emphasis added. Nevertheless, the Board found that

“while it is true that Petitioner has raised allegations of objectionable conduct that do not exactly coincide with the precise wording of the objections, we find that they are sufficiently related to its objections to warrant our consideration of the merits of whether the Administrative Law Judge was correct in recommending that they be overruled.” *Id.*

The legal situation was not similar to the legal situation in *Burns Int’l Security Svcs.*, 256 NLRB 959 (1981), in which the Board over-ruled late-filed “supplementary objections” that were in the same general legal category as a timely objection, “but they refer to separate incidents that are dissimilar to those alleged in the timely objection.” *Id.* at 960. In the present case, Local 888 is not raising any separate incidents; rather, Local 888 is raising the same posting of one of the same misleading flyers.

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4 The objections were overruled on other grounds in *Fiber Industries*. The Employer had counter-acted its own arguably objectionable conduct by another posting. The Employer in the case at bar has done nothing to mitigate its deceptive “We Guarantee It” flyer.
For all of the foregoing reasons, the election should be set aside, and a new election should be conducted by the Regional Director.

DATED: Elmsford, New York
April 25, 2022

BARNES, IACCARINO & SHEPHERD LLP
Attorneys for Union, UFCW Local 888

by: ___________________________

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 25, 2022, the within Union Request for Review was served on the Regional Director by E-filing on the NLRB website and served upon the following via email:

ROHAN REID
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EDWARD JEFFREY, ESQ.
Jackson Lewis
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STEVEN H. KERN

[Signature]
Collective Bargaining Agreement

By and Between

Bob's Discount Furniture LLC

&

United Food and Commercial Workers Union
Local 888

EFFECTIVE: January 1, 2019
EXPIRES: December 31, 2021
Agreement

This agreement made effective January 1, 2019 by and between BOB's DISCOUNT FURNITURE LLC, (hereinafter referred to as the Employer or Company), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 888 United Food and Commercial Workers International Union, AFL-CIO, (hereinafter referred to as the Union) for and on behalf of the said Union and the Employees in the bargaining unit as defined below, now employed and hereafter those electing representation by the Union.

Witnesseth

WHEREAS, the parties hereto desire to establish and maintain a mutual understanding to create harmonious relations between the Employer and the Employee, and abide by this agreement.

WHEREAS, in consideration of the mutual covenants, provisions and conditions of this Agreement, and other good and valuable consideration, the parties hereto agree as follows:

Purpose

It is the purpose of the Company and the Union to set forth in this Collective Bargaining Agreement their duly negotiated understanding with each other in regards to the wages, hours and other terms and conditions of employment for those employees of the company who are, and who may become, represented by the Union in the appropriate bargaining unit defined herein.

Equal Opportunity Employment

The Company is committed to equal employment opportunity. The Company will not discriminate against employees or applicants for employment on any legally-recognized basis ("protected class") including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state or local law.

In New Jersey, the following are a protected class: race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, civil union status, affectional or sexual orientation, gender identity or expression, genetic information, sex, atypical hereditary cellular or blood trait, nationality, refusing to submit to a genetic test or make available the results of a genetic test to an employer, disability, liability of service in the U.S. military, and religious practice or observance.

In New York, the following are a protected class: age (18 and over), race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.
Article 1

Recognition

1. The employer recognizes the Union as the exclusive representative of all full-time and part-time sales associates employed by the Employer at its facility located at 1235 Chestnut St. Union, NJ 07083.

2. The employer recognizes the Union as the exclusive representative of all full-time and part-time cashiers, office employees, warehouse employees and café employees, employed by the Employer at its facility located at 1235 Chestnut St. Union, NJ 07083.

3. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-066486.

4. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time retail café workers, retail warehouse workers, and retail office assistants employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-069439.

5. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 240 East Sunrise Highway, Freeport, New York as defined in NLRB Case 29-RC-065968.

6. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 7225 Woodhaven Boulevard, Glendale, New York as defined in NLRB Case 29-RC-066079.

7. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 175 old Country Road, Carle Place, New York as defined in NLRB Case 29-RC-070483.

8. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 2500 Central Park Ave., Yonkers, New York as defined in NLRB Case 02-RC-076365.

9. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 2420 Flatbush Avenue, Brooklyn, New York as defined in NLRB Case 29-RC-207098.
Article 2

Union Security

SECTION 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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or dates of execution, whichever is later, shall, on the thirty-first calendar day following the beginning of such employment become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provision of Section 8(a) of the National Labor Relations Act as amended).

SECTION 2

The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

Article 3

Check Off Authorization

SECTION 1

The Employer agrees during the term of this agreement to a voluntary check off of the weekly dues and the Union initiation fee and any assessment generally applicable to all members of the Union from each employee for whom written authorization and direction is received by the Employer. The authorization form shall provide that it shall remain in effect until revoked by the employee but shall be irrevocable for a period of one (1) year from the date of the contract or from the date appearing on the form, whichever occurs later, and shall be renewed, unless revoked, for yearly periods coincident with the anniversary date therein specified.

SECTION 2

The check off notice may be revoked by written notice by registered mail to the Union and the Employer provided such notice is mailed not earlier than sixty (60) days prior to revocation date and not later than seven (7) days prior to the date which the revocation is to be effective. A revocation will be deemed invalid and the authorization will continue as herein provided unless it is conformity with the provisions of this agreement.
SECTION 3

The Employer shall transmit the monies checked off to the Union not later than the 15th day of the first month after the month for which the dues were checked off. The Employer shall mail with the remittance a list of all bargaining unit employees hired, terminated or transferred during the preceding month.

SECTION 4

The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

Article 4

Trial Period

New employees shall be deemed to be trial period Employees for the first ninety (90) calendar days of employment with the Employer. The Company reserves the right to discipline or terminate any employee within the ninety (90) day trial period. There will be no right of appeal there from under the grievance and arbitration procedures of this contract.

All Employees who are retained by the Employer beyond the ninety (90) calendar day trial period shall be considered as “regular” Employees with seniority to be credited from the date of hire, and all of the provisions of this Agreement shall then be deemed to be in full force and effect as to each such Employee.

Article 5

General Conditions

SECTION 1. RIGHT TO REQUEST REPRESENTATION (Weingarten Rights)

Employees who are involved in an investigative interview from which they reasonably believe discipline will result may have union representation upon request.

Reprimands will not be given on the sales floor or in front of coworkers and will be issued in the privacy of an office with only authorized personnel present.

SECTION 2 -- Definition of Terms

A. **Draw Rate** as referenced for Commissioned Sales Associates throughout this document refers to the $12.00 per hour Draw Rate paid to sales associates for hours worked each week which is subject to repayment to the company at the end of each fiscal month via commission settlement.
B. **Hourly Rate** as referenced for Commissioned Sales Associates throughout this document refers to the employees' average hourly earnings rate for the previous year as computed in January of each year. This rate is determined by dividing the employee's commissions by hours worked. The Hourly Rate is used to pay for sick/personal time, vacation time and training above and beyond the normal daily sales meetings. The Hourly Rate pay is NOT subject to repayment via commission settlement. For first year employees, the Hourly Rate will be $12.00 per hour up until their one year anniversary. On their anniversary, the rate will be determined based upon the above mentioned formula. After year one, their rate will be computed each January.

C. **Corporate Business Days** as referenced throughout the document is defined as Monday through Friday from 9am through 5pm exclusive of holidays.

**SECTION 3 – Meetings for Commissioned Sales Associates**

A. All Sales employees will be required to attend the daily sales meetings as scheduled by management. (Normally 15 minutes prior to store opening Monday through Saturday and 30 minutes prior to store opening Sunday) These meetings will be paid as part of their draw rate and subject to repayment at month end.

B. Training meetings scheduled on an employee's normal work day in excess of the 15 or 30 minute meeting described in Article 5, Section 3(A) above will be paid at the Hourly Rate for the time of the training meeting. The employee will be paid their normal Draw Rate for the remainder of their shift for time spent on the selling floor.

C. Mandatory meetings scheduled on an employee's normal day off will be paid at their hourly rate and NOT subject to repayment at month end. Employees will receive a minimum of 4 hours pay for such meetings in accordance with applicable state law, or for the length of the actual meeting whichever is longer.

**SECTION 4. REQUEST OF INFORMATION**

The Employer agrees to provide the employee and/or the Union Representative a copy of an employees' personnel file upon request from either the employee or the Union Representative within seven (7) corporate business days of the request, except for the medical records which must be authorized by the employee in writing.

**SECTION 5. STATE OF EMERGENCY**

If a state of emergency is declared the following protocol will be followed;

A.) If the emergency results in the location being closed for the entire day, employee’s scheduled to work will be allowed to use any available personal time or Floating Holiday for that day.
B.) If the emergency results in the location being closed early for the remainder of the day, those employees scheduled who were in attendance will receive pay for actual hours worked plus additional worked not paid time up to a total of 4 hours or actual time worked whichever is greater.

C.) If the emergency results in a delayed opening, all employees scheduled to work are expected to come in as soon as practical and will be paid for actual time worked plus additional paid not worked time up to a total of 4 hours whichever is greater.

SECTION 6- Sundays

**Summer Sundays** – Beginning from the weekend after Memorial Day to the weekend after Labor Day, Sales Associates can pick any two (2) non-consecutive Sunday’s off excluding Labor Day weekend or July 4th when it falls on a weekend. Employees must follow scheduling rules as set forth in Article 34 Section 2 of the contract. Management will make every effort to accommodate requests, however, in the event of multiple requests for the same day preference will be given in the following order: approved vacation requests get first precedent, earliest request dates are honored next. If an employee takes two or more vacation weeks during this period, one of the Summer Sundays will be counted as used. Summer Sunday’s are unpaid; however, an employee may use available personal time for that day. Subject to the scheduling requirements noted above in this Section, Sales Associates may also pick a total of two (2) non-consecutive, non-Holiday weekend Sundays off during the periods beginning the second weekend after Labor Day to the weekend before President’s Day and beginning the first weekend in April to the weekend before Memorial Day. Requests are subject to Management’s determination of the needs of the business.

SECTION 7- Staffing

The company has sole discretion on the number of associates hired. The Employer will provide quarterly reports for each store of monthly sales and monthly sales personnel staffing (full-time and part-time and person hours). On the Union’s request, the parties will meet to discuss the level of staffing. The Union acknowledges the confidentiality of sales numbers and will treat them accordingly.

SECTION 8- SALES PROTECTION

A. A sale is not completed until paid in full and possession of the items sold is taken by the customer either through the delivery or pick-up process. Commissions are paid solely on delivered and picked up items.

B. Any completed sale returned within forty five (45) days will be charged back against the sales associate who made the original sale. In case of exchange or reselection, the sale will be directed to the original sales associate unless he or she is not working; in that case the
commission on the new sale or exchange will be split equally between the original sales associate and the associate who assists the customer with the new sales transaction.

C. Web Sales
   a. All web sales shall be given to sales associates on a rotating and equitable basis beginning with most senior associate and rotating through the seniority list from top through the bottom and shall include all full-time and part-time sales associates on the active payroll.
   b. When a particular sales associate is named by a customer in the web-sale the web sale shall be directed to him/her immediately if on duty at the time the sale comes in. If the named sales associate is not on duty on the day the sales comes in then the sale is directed to the next appropriate salesperson on the rotation list and any commission is split equally between the appropriate sales associate on the rotation list and the named associate. The rotation list shall be posted publicly, monitored and kept current.
   c. In case of exchange or reselection, the commission on the new sale or exchange will be split equally between the original sales associate and the new sales associate.

SECTION 9- EMPLOYEE TRAVEL

The Company’s travel policy will prevail in all instances where employees are required to travel as part of their work assignment.

SECTION 10-EMPLOYEE WARNINGS

All disciplinary warnings will become a permanent part of an employee record. However, after a twelve (12) month period all oral and written warnings and reprimands cannot be used to progressive discipline an employee.

SECTION 11- VOLUNTARY TRANSFERS

All Employee transfers will be made by request, and will be subject to the Company’s policies. Under no circumstances should employee transfers be used as a punitive or disciplinary tool against employees. Employees transferred within the bargaining unit, will maintain their seniority.

Section 12 - VALID QUOTES

Quotes provided to customers must be recorded in the Store’s information system as directed by Store management, must be signed off by the Store Manager or a Sales Manager and must be written while the customer is in the store affording the manager the opportunity to take a turnover (T.O.) if he/she so chooses. Quotes which satisfy the above criteria will be valid for a period of thirty (30) days.
Valid quotes converted within the thirty (30) day period shall be given to the originating salesperson at full-commission if he or she is on-duty when the customer returns to the store. If the sales associate is off-duty or unavailable for the returning customer, or the sales order is changed in any way, only then will the commission be split 50/50 with the new sales associate. Consistent with Article 1 of this Agreement, if a customer with a valid quote goes into another Bob’s Store and purchases merchandise on the said quote, full commission shall go to the original sales associate at the Store where the quote was created.

Quotes which do not satisfy the criteria set out above, or quotes which are older than thirty (30) days and which result in a sale will be treated as the sole sale of the associate handling the transaction at time of sale.

Section 13 - OPEN ORDERS/RESELECTIONS

All Sales Associates must direct any customer coming into the store with an open order/reselection to the original salesperson if he or she is on duty and available. There will be no Commission splits unless the original salesperson is off-duty that day or unavailable regardless of information provided to the associate by the customer. Consistent with Article 5, Section 12, Valid Quotes will be treated as an open order.

Article 6

No Individual Agreements

The employer will not enter into any individual agreement with any employee covered by this agreement which differs from the terms of this agreement, excluding accommodation required and/or protected under state, federal or local law, and excluding arrangements that the union shall approve. The parties agree that favoritism will not be shown in making such arrangements.

Article 7

Reduction in Wages

There shall be no reduction in wages or compensation for any employee as a result of the adoption of this Agreement.
Article 8

Seniority

SECTION 1

A. Seniority is defined as the length of continuous employment from the bargaining unit member’s most recent date of hire.

B. When an employee is promoted, transferred or demoted, he/she shall carry forward his full seniority rights.

SECTION 2

Seniority shall prevail except as otherwise further specified in this agreement.

SECTION 3

The company will present the Union an annual seniority list on or before January 1st of each year showing the employee’s name, classification (FT/PT), Job Title and date of hire.

SECTION 4

Whenever a Full-time job vacancy occurs within an employee’s classification, that full-time job shall be offered to the most senior part-time employee. If a full time position vacancy occurs outside an employee’s classification, the position will be first offered to qualified part-time employees. However, if there are multiple part-time employees equally qualified, seniority shall prevail.

Article 9

Layoff and Recall

SECTION 1

Layoffs may be implemented by the Company after providing seven (7) calendar days’ notice to the Union.

SECTION 2

For all Commissioned Sales Associates, probationary employees will be laid off first. After probationary employees, the Company will select unit employees to be laid off by seniority for associates with two (2) years of seniority or less. If further layoffs are necessary, layoffs will be based on the average of the past three (3) years job performance in regards to sales. Seniority will control if employees are otherwise equal with the least senior employee being laid off.
SECTION 3

For all Hourly Associates, layoff will be based on seniority. Probationary employees will be laid off first followed by seniority. In the event of equal seniority where not all will be laid off, the determination will be made based on the employee's ID (payroll) number with the highest number laid off first.

SECTION 4

It is the sole responsibility of laid off employees to provide the Company with their current address. The Company will notify an employee of recall by a phone call first followed by certified mail and regular mail to his or her address of record with the Company with a copy to the union. If an employee does not report to the Human Resources Department of the Company within five (5) days of receipt or seven (7) days of mailing of the notification letter, that employee's recall rights will extinguish and he or she will be terminated unless he or she is absent due to extraordinary circumstances.

SECTION 5

When in its sole discretion, the Company decides to recall employees; recall will be accomplished in reverse order of layoff. Laid off employees have recall rights for twelve (12) months from the date of layoff. If the employees are re-called to work within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

SECTION 6

Full-time employees laid off because of lack of work shall be offered part-time work if part-time work is available even if this means replacing least senior part-time employees. The full-time employee who accepts temporary part-time work will be given first preference for full-time work when it becomes available. All other employees on lay-off shall be recalled by inverse seniority.

SECTION 7

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

Article 10

Leave of Absence

SECTION 1

The company will comply with all applicable Federal and State FMLA laws regarding leaves of absence. In all cases of Leaves of Absence, employees will be required to use any available paid time off first. Paid time off will run concurrently with applicable State and Federal FMLA time.
SECTION 2
In the event that an employee does not qualify for Federal or State FMLA leave, the Employer may at its sole discretion, provide up to 8 weeks leave without pay.

SECTION 3
The Employer or its contracted agent has the sole authority to approve or disapprove a leave.

SECTION 4
Sick, vacation or personal time accrues while an employee is on leave. Seniority rights continue to accrue.

SECTION 5
Employees on leave are still responsible for their benefit contributions if any in their absence and arrangements will be made for them to pre-pay while out or for a payment repayment schedule to be arranged upon their return. In no instance will an employee who has failed to return to active duty status be allowed to maintain benefits once their State or Federal FMLA period has expired. In such instances, employees will be offered coverage through COBRA where applicable.

SECTION 6
All Military Leaves will comply with applicable State and Federal Law (USERRA).

ARTICLE 11
DISCHARGE AND DISCIPLINE

No employee shall be discharged or disciplined without just cause. In the event of a discharge, the employer must notify the Union in writing within three (3) working days of such discharge.

The Parties subscribe to the principles of progressive discipline. The parties recognize that there are circumstances when it is appropriate to utilize more serious discipline up to and including discharge without first applying lesser discipline.

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding loss of job or loss of pay only will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.
Article 12

Grievance and Arbitration Procedure

Section 1

In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this article shall be followed.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute or complaint arising out of the application, performance, breach or interpretation of any of the specific provisions of this Agreement and shall be processed in the following manner:

Step 1: In the event of any grievance, the Union will notify the Company of such grievance within thirty (30) days of the date of its occurrence. The Employee and the Union Steward and/or Business Agent and the Store Manager and/or another manager will meet to adjust the grievance within 5 business days. In the case of termination grievances only, the Union may bypass the Step 1 meeting and go directly to the meeting set out in Step 2 of this Article. For the purposes of this Article, business days are defined as Monday through Friday from 9am until 5pm., exclusive of holidays.

Step 2: If the grievance is not settled in Step One within ten (10) days, the Union Business Agent shall submit the grievance in writing within five (5) business days with the Human Resource Representative and attempt to settle the grievance. The parties will meet within 5 business days of the received written grievance to attempt to settle the grievance.

Step 3: In the event that the Employer and the Union are unable to resolve the grievance and/or dispute at Step 2 as set forth above, then either party may request arbitration of said grievance by serving upon the other party no later than thirty (30) days following the date of the last discussion, a written request for arbitration to the American Arbitration Association and the matter will be governed in accordance with the rules of the American Arbitration Association.

Section 3

Employees may not bring a grievance to arbitration. All filings for arbitration must be filed by the Union or the Employer.

Section 4

The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions set-forth in this agreement.

Section 5

The decision of the arbitrator shall be final and binding on all parties.
Section 6
The fee and expenses of the arbitrator shall be born one-half by the employer and one-half by the Union.

Section 7
No employee shall be disciplined or discharged except for just cause.

Section 8
The time limits set out in this Article can be extended by written mutual agreement of the Parties.

Article 13

**Expedited Arbitrations**

The parties agree to establish an expedited arbitration procedure for discharge and other cases when the parties agree to expedite a non-disciplinary grievance. Under the expedited procedure the parties agree to utilize the arbitrator in the following panel who is able to hear the case within the shortest period of time. Either party may exclude an arbitrator who has heard the most recent arbitration between Bobs Discount Furniture and the Union. The arbitrators in the panel shall be:

<table>
<thead>
<tr>
<th>Howard Edelman</th>
<th>Robert Herzog</th>
<th>Elliot Shriftman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Zausner</td>
<td>Martin Scheinman</td>
<td></td>
</tr>
</tbody>
</table>

By mutual agreement of the parties the panel can be changed at any point during the term of the agreement and by mutual agreement of the parties, an arbitrator who is not on the panel can be used for any particular arbitration.

Article 14

**Hours of Work**

SECTION 1
The regular workweek for all employees will be Monday through Sunday.

SECTION 2
Full-Time Employment is defined as working an average of 30 hours per week, for determining benefits eligibility. This will be measured quarterly by dividing hours worked, including vacation, personal time used and overtime hours. Employee’s will not be penalized for approved LOA time in a previous quarter.
SECTION 3
All Full-time employees may be scheduled between thirty two (32) and forty (40) hours per week including weekends, not including lunch breaks with management approval. Vacation and personal time only will count toward the 40 hours of scheduled time.

SECTION 4
The hours of work determining the status of a part-time employee shall be; less than thirty (30) hours per week.

SECTION 5
Part-Time employees will normally be offered a minimum of 2 days per week/sixteen (16) hours, including a minimum of one weekend day. Vacation and personal time off requests only will count towards the minimum and maximums each week.

SECTION 6
All Full and Part-time associates are normally expected to work weekends and holidays except when the company is closed. (Currently, Thanksgiving, Christmas and Easter).

SECTION 7
Meals and Breaks- Any associate scheduled for a four hour shift, will receive one (1) fifteen minute paid break during their shift. Any associate scheduled for a shift longer than 6 hours will receive one fifteen paid break and one (1) 30 minute unpaid meal break. All employees scheduled for a shift longer than 6 hours must take the unpaid meal break and punch out. Any associate schedule for a shift longer than 8 hours will receive a second 15 minute break. Any associate scheduled for 10 hours or longer, will receive two (2) fifteen minute paid breaks and two (2) 30 minute unpaid meal breaks. The meal breaks should not be within the first 1.5 hours of their shift or the last 1.5 hours of their shift. Any associate scheduled to work 12 hours will receive an additional 15 minute paid break. The 15 minute paid break periods should be a consecutive break period and should not be divided into shorter more frequent time periods. The immediate supervisor is responsible for approving the scheduling of meal time and breaks.

Article 15
Overtime & Additional Hours

SECTION 1 Definition
Overtime is defined as hours worked in a week in excess of forty (40). Vacation, sick, holiday and personal time is NOT considered when determining overtime hours. For Commissioned Sales Associates, overtime is paid at draw rate and one-half and is subject to fiscal monthly commission settlement. For non-Commissioned Associates covered by this agreement, overtime hours are paid at time and one-half their normal hourly rate for hours worked in a week in excess of forty (40).
SECTION 2 Distribution of Additionally Scheduled Hours

For purposes of this Section, Additionally Scheduled Hours are defined as extra hours scheduled in advance due to business conditions or if an associate is called into work on a given day due to an unforeseen business situation.

A. Additionally Scheduled Hours will be distributed on a rotating seniority basis. Additionally Scheduled Hours will be offered first to the most senior employee, and if he or she rejects the additional hours to the next senior employee, and so on, until the additional hours are accepted. The next Additional Scheduled Hours opportunity will be offered to the employee next lower in seniority than the employee who accepted the previous opportunity. When the bottom of the list is reached, offering will continue from the top of the list.

B. Illustrative example- Assuming the list of employees in seniority order from (for example) 1 through 20, additional scheduled hours will be offered to #1, then #2, then #3 and so on. Assume that employee #7 accepts. The next opportunity will be offered to #8, then #9 and so on. Assume that an opportunity is offered first to #17, then #18, then #19 and then #20, and is rejected. Such opportunity will thereupon be offered to #1, then #2 and so on.

C. In any case when additional scheduled hours have been offered to and rejected by the entire list, the least senior employee(s) will be mandated to cover the work.

SECTION 3 Non-scheduled Additional time

In the event that a sales associate is asked to stay over his or her shift by the manager, (non-scheduled additional time) that sales associate; (in the event that the associate makes no sales during this non-scheduled additional time period) will be paid for this non-scheduled extra period at their hourly rate, which shall not be subject to reimbursement at the end of the month. If the sales associate closes any sales during this extra period, then they will receive their commission for the sale(s) and be paid at their draw rate, as long as the commission for the sale(s) is greater that the employee’s hourly rate for the Non-scheduled additional time worked.

**Article 16**

**Miscellaneous**

**SECTION 1 - Election Days**

A. Upon advance request of the Union or an employee, the Employer will arrange the work schedule for a Federal, State or Local government election day so that those employees, who would not otherwise be able to, shall have an opportunity to vote.
B. On advance notice those employees who are requested by their county board of elections to serve as an inspector at their polling place shall have an opportunity to serve.

SECTION 2- Employee Discount Program

A. The Employer will provide a 30% discount for original priced items to all its’ employees during the life of this agreement. Delivery services and taxes are at regular prices and are not subject to discount.

B. Employees are entitled to purchase pit merchandise at the price it is marked in the pit. No additional discounts or considerations may be applied.

C. All employee sales must be for the use of the employee making the purchase. Employee discounts must not be made for friends, relatives or others.
SECTION 3- Customer Commendations

Commendations received from customers for a particular employee providing good service shall be placed in that employee’s permanent file.

SECTION 4- Equipment

A. The Employer shall provide the necessary tools and equipment to employees working in the warehouse at no cost to the employee, to allow him/her to properly and safely perform their job and protect the products.

B. The Company will reimburse warehouse associates for the actual cost of safety approved work-boots up to $100.00 once per year.

Article 17

Holidays

SECTION 1 Hourly Employees

A. For hourly, non-sales associates, the Company recognizes the following paid holidays regardless of the day of the week upon which they fall:

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Easter</th>
<th>Memorial Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Employee Birthday</td>
<td></td>
</tr>
</tbody>
</table>

B. Stores are closed on the Easter, Thanksgiving and Christmas Day Holidays. However, stores are open for business on the remaining paid holidays. Non Sales employees will be paid for all hours worked on these days. In addition, based on the criteria listed below, non-sales employees employed a minimum of thirty (30) days will be paid at 8 hours Holiday Pay for full-time and 4 hours Holiday Pay for part time non-sales employees.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.

D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.
E. Full-time, hourly employees covered under this Agreement may request from management for the holiday weeks in which Memorial Day, Independence Day and Labor Day fall, to be scheduled for their normal forty (40) hours plus receive qualified holiday pay as specified under Sub-Sections B & D of this Section and this Article.

Requests must be made in accordance with Article 34 of this agreement including Section 2 requiring such requests to be made a minimum of two weeks in advance of the applicable holiday week. Management will not unreasonably deny such requests but has sole discretion in determining the number of requests which may be granted based upon the anticipated business needs of the store. In the event that management can accommodate some of the requests submitted but not all, consideration will be given based upon seniority as defined in Article 8 of this Agreement.

SECTION 2 Commissioned Sales

A. Commissioned Sales Associates will receive the following paid holidays regardless of the day of the week upon which they fall:

<table>
<thead>
<tr>
<th>Easter Sunday</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas Day</td>
<td>Employee Birthday</td>
</tr>
</tbody>
</table>

In addition to the Holidays listed above in this Section, effective January 1, 2019, Sales Associates will receive four (4) Floating Holidays per contract year. Sales associates may choose to use a floating holiday and also work their scheduled hours on any two (2) of the three (3) Summer holidays, Memorial Day, Independence Day or Labor Day. Requests by Sales Associates to take Floating Holidays must be made in accordance with Article 34 Section 2 of this Agreement. Management will not unreasonably deny such requests but has sole discretion in determining the number of requests which may be granted based upon the anticipated business needs of the store. In the event that management can accommodate some of the requests submitted but not all, consideration will be given based upon seniority as defined in Article 8 of this Agreement. Floating Holidays must be used within each contract year and may not be carried over and will not be forfeited without pay if unused.

B. Commissioned Sales Associates employed a minimum of thirty (30) days will be paid at 8 hours for full-time and 4 hours for part time at their hourly rate and not subject to repayment.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.
D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.

SECTION 3

Holiday pay is paid as straight time and is not used in computing weekly overtime. Hours worked on holidays are paid as straight time with time and a half for time worked over forty (40) hours in the week in which the holiday falls.

Article 18

Vacations

Section 1

All Full-Time and Part-Time employees shall be eligible for paid vacations on their anniversary date of employment on the following basis:

1st anniversary date of continuous employment — two (2) week’s vacation
5th anniversary date of continuous employment— three (3) week’s vacation
10th anniversary date of continuous employment— four (4) week’s vacation
15th anniversary date of continuous employment— five (5) week’s vacation

SECTION 2

Employees who leave the Company before using their earned vacation time will be paid for any unused vacation time except in cases of termination for dishonesty.

SECTION 3

Employees shall receive vacation on a first come, first serve basis. If there are multiple requests for the same time period made on the same day and not all vacation requests may be granted due to staffing needs, requests will be approved based on seniority. In no event shall an employee whose vacation has already been approved be bumped due to seniority.

SECTION 4

The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.
SECTION 5

Employees will receive their average hours worked from the previous calendar year on a weekly basis as a week’s pay. This is determined by dividing total of all hours worked and vacation, sick pay by 52 weeks up to a maximum of 40 hrs. per week. This will be computed in January of each calendar year. For first year anniversary employees, the average hours will be computed on their anniversary date for that year and in subsequent years in January in accordance with the provisions listed above. Vacation pay for Commissioned and Pit Sales Associates is paid at the Hourly Rate as defined in Article 5 Section 2B.

SECTION 6

If the employee cannot take his/her scheduled and approved vacation by the end of the year due to the Employer’s request, the employee shall be allowed to carry over their remaining unused but previously approved vacation to the next anniversary year.

Article 19

Bereavement

SECTION 1

A. In year one (1) of the contract. All Full-time and Part-time employees regardless of length of employment are eligible for three (3) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.

B. Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for four (4) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.

SECTION 2

A. In year one (1) of contract. All Full-time and Part-time employees regardless of length of employment are eligible for one (1) paid day to attend the funeral of aunts, uncles, nieces and nephews.

B. Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for two (2) paid days to attend the funeral of aunts, uncles, nieces and nephews.
SECTION 3
A. The Company will allow for the use of personal time or unpaid Leave of Absence for additional days beyond time allowed in Section 1 or Section 2 above to attend services of other family members not included in above or for travel and grievance time required beyond the normal paid time.

B. Full-time hourly employees will be paid 8 hours for each day at their normal hourly rate for each day. Part-time employees will receive 4 hours pay for each day at their normal hourly rate. Commissioned sales associates will be paid at their hourly rate of pay as defined in Article 5 Section 2 (b) based on Full or Part-time status.

C. Requests for bereavement should be made to the immediate supervisor as soon as possible. Proof of loss such as an obituary may be required.

Article 20
Sick and Personal Time

SECTION 1 New Employee’s
A. All new full-time and part time employees are entitled to one (1) sick/personal day for each three (3) month period they work, up to a total of four (4) sick/personal days per year. Sick/personal days are allocated as follows; after 3 months one day, after six months one day, after nine months one day and after the ten month one day. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

B. At their one year anniversary and every year thereafter on their anniversary date, employees will receive (5) five sick/personal days. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

SECTION 2 Employee’s With One Year of Service or More
A. Sick/Personal Day pay is determined by dividing the employee’s average weekly hours by five, up to a maximum of 8 hours. Average weekly hours are determined annually at the employee’s anniversary date or in the case of employees under one year of service by computing their average weekly hours to date.

B. The Employee must provide at least two (2) weeks advance notice of his/her intent to take a personal holiday. Such approval shall not be unreasonably withheld.
C. Employees are required to notify their supervisor at least sixty (60) minutes in advance of the start of their scheduled workday when absent from work. If the supervisor is unavailable, the employee must leave a contact number. A doctor's note must be presented upon request for any sick leave absence longer than three (3) days or for sick days used on an employee's regular scheduled workday immediately before or after a holiday.

Article 21

Jury Duty

SECTION 1
Employees who perform jury duty service shall receive their regular wages for jury service for scheduled days/hours missed in the course of jury duty service.

SECTION 2
Employees must promptly provide notice of their upcoming jury duty service to their immediate supervisors and must supply proof of service for each day or portion of a day of jury service.

SECTION 3
Employees are required to report for work whenever court is not in session.

SECTION 4
The Company will continue to provide any applicable health insurance benefits during a leave for jury duty subject to normal payroll deductions.

Article 22

Union Activity

SECTION 1
A Shop Steward shall be appointed by the Union for each bargaining unit and under no circumstances shall an employee be discriminated against because of union activity. The Shop Steward shall be allowed one (1) day off per year, with pay at their hourly rate, for attendance of the Local 888 annual Shop Stewards Seminar.

SECTION 2
In the event of a reduction of working force, the Shop Steward shall be the last person laid off. In the event of a recall, the shop steward shall be the first person recalled. The Union shall have the right to post notices related to union business on a specific designated bulletin board, which shall be provided by the Employer. Said bulletin boards shall be posted in the employee break room.
Article 23

Visitation

SECTION 1
Any official representatives of the Union shall have the right to visit the Employer’s premises during working hours.

SECTION 2
In all instances, Union Representatives will first announce their presence to the Manager on duty. Union Representatives will not interfere with customer interaction. Substantial union business, such as administration and enforcement of this agreement and grievances will not be discussed on sales floor. The company shall provide space where Union Representatives can meet with employees for such purposes.

Article 24

Bargaining Unit Work Clause

SECTION 1
When a member of management does perform and assist in a sale with the Sales Associate, the sale and commission shall be given to the Sales Associate involved. In the event of multiple Sales Associates’ involvement, the commission will be split between the Sales Associates involved with the customer.

SECTION 2
Employee purchases and direct corporate sales will be directed to management for process and approval and will not be subject to commission or directed to sales staff for processing.

SECTION 3
Commission will be paid to a sales associate following the seniority list for a sale made by a member of management in which there was no sales associate involvement following the same procedure and order as defined in Article 5 Section 8 Item C Regarding Web Sales.
Article 25

Health and Welfare

All language regarding Health and Welfare Benefits in this Article pertain to Active, Full-Time Employees ONLY unless otherwise specified

SECTION 1 HEALTHCARE (Premium Prices reflect Health, Dental and Vision Benefits)

A) Full Time Employees Benefits: The Company will forward the amount set out below as "Employer Contribution" for the monthly cost of group health insurance benefits in the UFCW Local 888 Health Care Fund for each eligible participating full-time bargaining unit employee (as defined below) on the first day of the month following the Employee's completion of 60 days of employment with the Employer. Each eligible participating full-time bargaining unit employee shall contribute toward the cost of participation in the Local 888 Health Care Fund through weekly payroll deductions in the amount set out below as "Employee Contribution".

B) Eligible participating full-time bargaining unit employee as the term is used in this Article is defined as a member of the bargaining unit who is full time as that term is used in this Agreement, who has completed 60 days of active service, and for whom the Union has provided the appropriate notice via a signed enrollment card to the Company Benefits Department at 428 Tolland Tpke., Manchester CT. 06042.

C) The Employer agrees to forward to the Local 888 Health Fund an aggregate of Employer and eligible participating full-time bargaining unit employee contributions for participation in all such group insurance plans to be maintained and administered by the Local 888 Health Fund. Contributions and the supporting remittance report (collectively referred to herein as Contributions) are due on the 15th day of month following the end of the month for which such contributions are due (either date to be referred to as the Due Date). The aggregate monthly cost for participation in the Local 888 Health Fund shall not exceed the amount specified as follows for the corresponding monthly periods:
Effective Rates From Ratification through December 31, 2021

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$480.08</td>
<td>$498.06</td>
<td>$516.58</td>
<td>$119.25 / $27.52</td>
<td>$599.33</td>
<td>$617.31</td>
<td>$635.83</td>
</tr>
<tr>
<td>Emp/Child(ren)</td>
<td>$729.97</td>
<td>$762.55</td>
<td>$796.11</td>
<td>$355.99 / $82.16</td>
<td>$1,085.96</td>
<td>$1,118.54</td>
<td>$1,152.10</td>
</tr>
<tr>
<td>Emp &amp; Spouse</td>
<td>$1,089.15</td>
<td>$1,132.15</td>
<td>$1,176.44</td>
<td>$344.24 / $79.44</td>
<td>$1,433.39</td>
<td>$1,476.39</td>
<td>$1,520.68</td>
</tr>
<tr>
<td>Emp/ Family</td>
<td>$1,538.83</td>
<td>$1,600.03</td>
<td>$1,663.07</td>
<td>$501.31 / $115.69</td>
<td>$2,040.14</td>
<td>$2,101.34</td>
<td>$2,164.38</td>
</tr>
</tbody>
</table>

D) The Union is solely responsible for compliance with the terms of the Fund and the Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation of the Local 888 Health Plan.

SECTION 2 Dental Only Benefits

Full-time bargaining unit members who have completed 60 days of service and who do not elect coverage in the healthcare coverages in Section 1 above, may select dental only benefit coverage. The Company will forward the amount specified below for each eligible and participating employee enrolled in dental only coverage.

<table>
<thead>
<tr>
<th>Participant Election</th>
<th>Employer Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$10.56</td>
</tr>
<tr>
<td>Employee Plus Spouse</td>
<td>$20.17</td>
</tr>
<tr>
<td>Employee Plus Child(ren)</td>
<td>$15.96</td>
</tr>
<tr>
<td>Employee Plus Family</td>
<td>$20.78</td>
</tr>
</tbody>
</table>
SECTION 3 Trust Agreement

The Employer agrees to sign a Participation Agreement to the extent required by the Board of Trustees.

SECTION 4 Delinquent Contributions

The Employer agrees that if it fails to make contributions to the Fund when due, the Fund’s Trustees may take whatever steps are necessary, pursuant to the Fund’s Policy for the Collection of Delinquent Contributions, to collect such contributions, and the Employer shall be liable for all costs of collecting the payments due together with attorneys’ fees, interest, penalties, liquidated damages and such other amounts as may be assessed by the Fund’s Trustees.

SECTION 5 Audits

The Employer agrees and authorizes the Fund to perform, as it shall deem necessary, audits of the payroll and wage records of the Employer to determine whether the Employer has made the contributions in accordance with this Agreement and the collective bargaining agreement. The Employer agrees to comply with the provisions of the Trust and the Fund’s rules relating to such audits. The Employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit, including interest, liquidated damages, penalties, costs, audit cost, and fees, promptly upon demand.

SECTION 6 Other Benefits

The Company agrees to continue to provide Life, AD&D, Short & Long Term disability coverage or substantially similar coverage’s and the Bob’s Helping Hand and Bob’s Bailout programs with the same terms and conditions at time of ratification of this agreement.

Article 26

Employer 401k Plan

Company agrees to continue its 401k plan as follows:

SECTION 1

A. The Employer shall continue its 401k plan or a substantially similar plan. The Employer shall not make any changes to the employee’s funds or percentages without his/her express permission except where required by either 401k plan rules or where fiduciary duties require such. The Company agrees to the following match schedule:
B. Beginning at ratification the Company will match Fifty Percent (50%) of the first Six Percent (6%) of an employee’s salary contribution.

C. The Company agrees that if any further match increases should occur after the match increase in Section 1(C) above, that such increase will also be afforded to associates covered under this labor agreement.

SECTION 2

Plan documents govern all rules and eligibility. Full and Part-time associates are eligible to participate in the Employer’s 401k plan based on eligibility requirements and time-limits set-forth in the plan document.

Article 27

No Strikes / Lockouts

SECTION 1

It is mutually agreed by the parties hereto that throughout the life of this agreement, there shall be no strikes, including sympathy strikes, lockouts, picketing, boycotts, stoppages or slowdowns of work.

SECTION 2

Any differences or misunderstanding or complaints which may arise between contracting parties with the violation, interpretation or application of the contract shall be adjusted by and between the parties themselves; and if the parties themselves cannot amicably adjust the same, then the matter shall be resolved through the grievance and arbitration procedure stated in Articles 12 & 13.

Article 28

Protection of Employee

The Employer agrees that it will not request, require or accept any voluntary offer from any employee to take a lie detector or any similar test. The Employer agrees that it will not force any employee to take a drug test.
Article 29

Severance Pay

The Employer shall pay all Bargaining unit employees one week’s pay for every year of service if the current facility should close for any reason.

Article 30

Management Clause

The Employer and the Union agree that, unless limited by a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Employer and the right to direct the working forces are vested exclusively in the Employer, whether exercised or not. These rights include, but are not limited to, the right to select, test, train and determine the ability and qualifications of the employees; the right to establish, modify and enforce work rules and rules of conduct for employees; the right to determine, control and change facility operations, employee assignments, the number of work shifts and schedules; the right to employ, lay off, discharge for proper cause, assign, discipline, transfer and promote employees; the right to determine the size and composition of the work force; the right to determine, control, plan and make changes in the working and training assignments, classifications and job standards; and all other rights pertaining to the operation and management of the business and the affairs of the Employer. All such rights, in addition to any of the rights, powers or authority of the Employer previously enjoyed or exercised by the Employer shall remain vested exclusively in the Employer, provided, however that none of these rights shall be exercised by the Employer contrary to any specific provision of the Agreement. The failure by the Employer to exercise any of the rights as provided above shall not be construed as a waiver of these rights nor of the right of the Employer to control, operate or manage its business. As set forth in this Article and consistent with this Agreement, the Parties have waived further bargaining regarding subjects covered by this Agreement.
Article 31

Existing Benefits

SECTION 1
This Agreement shall not be interpreted to require diminution or discontinuance of any wages, benefits, and privileges or working conditions in excess of the provisions of this Agreement. If the Employer desires to change or discontinue corporate benefit programs such as “Bob’s Bailout Bank” or “Bob’s Helping Hand”, the Employer will give the Union as much notice as possible and opportunity to bargain.

SECTION 2
Contests/incentives at the level of an individual store or group of stores (such as a contest among four stores regarding sale of some item or category) will not trigger the obligation to bargain, provided that company does not make decisions regarding contests that are incentive based on the organized and unorganized status of the store.

Article 32

Interpretation of Agreement
The only persons qualified to interpret this agreement on behalf of the Union shall be those duly elected officers or designate of the Union who participated in the negotiations.

Article 33

Shop Cards
Store cards or decals of the Union shall be reasonably displayed in a prominent place in all the Employer’s facility covered by this Agreement, but these cards shall at all times remain property of the Union.
Article 34

Work Schedules

SECTION 1
The company will inform employees of their anticipated work schedule by posting a schedule document in a place that is accessible to all employees. Employer shall post a work schedule for all employees covered by this Agreement no later than two weeks prior that week. Changes may be made in this schedule in an emergency situation only, unless otherwise mutually agreed to between the employer and affected employee or employees.

SECTION 2
Employees will submit requests for consideration for personal time off two (2) weeks prior to the start of the schedule by submitting the request through the Store and/or Sales Managers. If in its sole discretion the Company decides it will not grant as many time off requests as it has received for any date or time, but decides to grant any requests, earliest submitted requests will be granted first.

SECTION 3
Employees will not arrange schedule changes among themselves without specific, prior written approval by the Store or sales manager or his or her designee.

SECTION 4
The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.

SECTION 5
The company may utilize a time recording device of its choosing. As directed by the company, employees will accurately record their own time only.

SECTION 6
The Employer shall ask for volunteers by seniority first on work days calling for more than the normal complement of employees. If not enough sales associates volunteer then additional staff shall be called in by inverse seniority.

SECTION 7
The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.
Article 35

Notification of Sales or Transfers

If the Company decides to sell or transfer any of its operation, it will advise the Union at least sixty (60) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchaser and constitute the Employer’s sole bargaining obligation to the Union.

Article 36

Duration of Agreement

This agreement shall be in full force and effect from written notification by the Union to the Company of ratification until and including December 31, 2021 and unless terminated on such date by a notice to that effect given on or before November 1, 2021 shall continue thereafter until terminated by either party giving notice to the other party in writing sent by registered mail not less than sixty (60) days prior to the expiration date set forth in such notice. A meeting shall be held between the parties to discuss the matter if any such notice is given. The parties hereto agree that sixty (60) days prior to the expiration date of this agreement, they will commence negotiations regarding a new contract.

Article 37

Company Rules and Policies

SECTION 1

The Company has the right, in its sole discretion, to enforce its existing rules and policies so long as those rules and policies do not explicitly conflict with any provision of this Agreement.

SECTION 2

The Company has the right, in its sole discretion, to promulgate and enforce reasonable new rules and policies, with no further bargaining obligation to the Union so long as those rules and policies do not explicitly conflict with any provision of this Agreement, and the company has provided 21 days notice to the Union and met and conferred with the union if requested.

SECTION 3

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.
Article 38

Electronic Monitoring

As a matter of general policy, the parties agree that any and all electronic monitoring will give due consideration to the dignity and privacy of employees. The Company has the right to continue to operate and use existing electronic monitoring devices or programs with no further bargaining obligation to the Union, provided that the location and nature of all such devices and programs shall be given to the Union, and provided further that no auditory monitoring devices are or will be employed. The Company will comply with pertinent notice requirements. Upon notice to the Union, the Company may make reasonable modifications or additions to the existing systems.

Article 39

Separability

If any term of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall be invalid and unenforceable, but such invalidity or unenforceability shall not affect any other term or provision of this Agreement.

Article 40

Minimum Standards

SECTION 1

All Commissioned Sales Associates must deliver a minimum of $15.00 per hour average in each fiscal month AND maintain a four and one half (4 ½) percent minimum sales in Goof. The $15.00 per hour average will be computed by dividing their commission dollars by actual hours worked. The Goof percentage is the percentage of Goof Proof Sales Dollars divided by net merchandise sales dollars. Net merchandise sales is defined as total sales dollars, less Goof Sales, Mattress Pad Sales, Delivery Charges, Pit Merchandise Sales, Corporate Sales and Government orders, Business to Business orders and orders being shipped overseas.

SECTION 2

Any Sales Associate failing to make the minimum of fifteen dollars ($15.00) per hour average and a minimum of four and one half (4 ½) percent of Goof Sales in a fiscal month as described in Section A, shall receive a written warning. The written warning will be accompanied by extra training and assistance by management designed to improve an associate's skills and performance and to assist them in meeting the minimum standards.
Example: Associate delivers at $16.00 per hr and 4% Goof – Written Warning.
Associate delivers at $14.50 per hr and 5% Goof – Written Warning
Associate delivers at $14.50 per hr and 3% Goof – Written Warning

SECTION 3

Any sales associate receiving three (3) warnings in a five (5) month rolling fiscal month period shall be terminated for failing to make minimum performance standards. The rolling five (5) month period is defined as the most recently completed fiscal month and the four (4) fiscal months immediately preceding the most recent fiscal month. This Article shall be subject to Article 12, Grievance and Arbitration. The Union has the right to arbitrate any discipline imposed under this section. If the arbitrator finds the employee not to be in compliance with the rule, he/she shall have no authority to overturn or modify the discipline imposed by the Company.

SECTION 4

If a Sales Associate has been on an approved Leave of Absence for thirty (30) days or more he or she will be exempt from the Minimum Standards requirements of this Article for the first full fiscal month after their return. Full Fiscal month as described in this Article refers to the complete four (4) or five (5) week fiscal month cycle. For example; Fiscal January runs from Sunday January 3rd through Sunday January 31st. Should a salesperson return from a qualified leave as defined in this Section at any time after January 3rd during this fiscal month, they would be exempt from minimum standards for the balance of this month and the entire fiscal month of February which would be their first fiscal month after their return as defined above. Should they return after such qualified leave on January 3rd then they would be exempt from January their first full fiscal month after their return.
**SCHEDULE “A” – Draw & Wages**

**Hourly employees** -

- Increase of 3 PERCENT (3 %) Effective on January 1, 2019
- Increase of 3 PERCENT (3 %) Effective on January 1, 2020
- Increase of 2 PERCENT (2 %) Effective on January 1, 2021

**Commissioned Sales Associates**

- Overall Commission Rate – Five (5) Percent
- Commission on Floor samples- Five (5) Percent
- Commission on Outlet Product Three (3) Percent

**Outlet Sales Associates**

- Outlet Sales Commission – Three (3) Percent

Outlet Sales Associates will continue to be paid at their current hourly rate, with the increases identified above as follows:

- 3 PERCENT-Effective on January 1, 2019
- 3 PERCENT- Effective on January 1, 2020
- 2 PERCENT-Effective on January 1, 2021

Subject to a Thirteen ($13.00) dollar per hour cap.
Best of Bob’s Program

For purposes of this section only, the following applies:

A. Best of Bob’s is an annual program which runs from fiscal December through fiscal November of the following year. Payout is made in December.

B. In order to qualify for Part-time, an associate must have worked 30 hrs of less per week in ten (10) of the twelve (12) months identified in “A” above.

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over $800,000</td>
<td>0.50% of dollars over $800,000</td>
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<tr>
<td>Over $900,000</td>
<td>0.75% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>1.00% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,200,000</td>
<td>1.25% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,400,000</td>
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</tr>
<tr>
<td>Over $800,000</td>
<td>1.50% of dollars over $450,000</td>
</tr>
</tbody>
</table>

OFFICE EMPLOYEES

Office employees shall receive the regular annual general wage increases along with the current monthly bonuses.

Monthly Bonus Plan as Follows

If Store Budget achieves as follows in a fiscal month:

<table>
<thead>
<tr>
<th>Delivered Results to Store Budget</th>
<th>Full-Time</th>
<th>Part-Time</th>
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</thead>
<tbody>
<tr>
<td>Over 90% of Store Budget</td>
<td>$25.00</td>
<td>$12.50</td>
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<tr>
<td>Over 95% of Store Budget</td>
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<td>Over 100% of Store Budget</td>
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<td>$37.50</td>
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<tr>
<td>Over 105% of Store Budget</td>
<td>$125.00</td>
<td>$62.50</td>
</tr>
<tr>
<td>Over 110% of Store Budget</td>
<td>$200.00</td>
<td>$100.00</td>
</tr>
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</table>
The Parties acknowledge that as of the effective date of this Agreement three (3) of the bargaining units listed in Article 1 have one Steward and one Assistant Steward. The incumbent Steward and Assistant Steward for those units only will both be allowed one (1) day off with pay as set out in Article 22 of this Agreement.

This is an exception to Article 22 of the Agreement and is allowed only while those Stewards and Assistant Stewards in office on the effective date of the Agreement remain in office. These Stewards and Assistant Stewards are meant to be Grandfathered. When the individuals who are in office as Steward and Assistant Stewards for the three (3) units leave the Company’s employ or leave office, this exception will end and only one (1) Steward or Assistant Steward will receive one (1) day off with pay.

For the Company  

For the Union  

[Signature]

[Signature]  
1/14/19
SIDE LETTER 2 OF 2

The Company agrees to deduct from the pay of part time associates the premium payments for a medical insurance plan developed and implemented by the Union during the term of this Agreement. In order for this deduction to occur the associate must so indicate to the Company by completing appropriate forms. The Company will incur no cost or obligation other than deducting and forwarding the amount indicated by the Union. The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation of this Section.

For the Company

For the Union
Ed,

Per our conversation, although the Employer has not yet seen fit to respond to any of the Union’s economic proposals (other than to note that they are “economic”), since the Union said that we would give you Welfare numbers, here they are.

We hope that your team’s number crunchers can now crunch, and that this will be helpful to your team in formulating its positions on economics. And sharing that position with the Union.

Yours,
Steve
Steven H. Kern, Esq.
BARNES, IACCARINO & SHEPHERD LLP
258 Saw Mill River Road
Elmsford, NY 10523
(914) 592-1515

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From: Steve Kern <skern@bislawfirm.com>
Sent: Monday, November 29, 2021 4:54 PM
To: Jeffrey, Edward V. (White Plains) <Edward.Jeffrey@jacksonlewis.com>
Subject: Local 8887 UFCW and Bob's Disc. Furniture - Paramus & P'keepsie

Ed,

Attached please find the ONE DOCUMENT without which it was too confusing in our last session discussing Paramus & Poughkeepsie. It’s not a contract; it’s a proposed contract showing modifications to a DOCUMENT.

Also attached is what it would look like if the modifications were “accepted” into the DOCUMENT.

I have Welfare numbers and will forward in a minute.
Steven H. Kern, Esq.
BARNES, IACCARINO & SHEPHERD LLP
258 Saw Mill River Road
Elmsford, NY 10523
(914) 592-1515

Confidentiality Notice: This message is being sent by or for a lawyer; it may contain information that is privileged and confidential. If you are not the addressee or somebody responsible for delivering the message to the addressee, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. Thank you for your cooperation and courtesy.
H&W rates for Bob's

<table>
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<tr>
<th></th>
<th>Single</th>
<th>Employee &amp; Children</th>
<th>Employee &amp; Spouse</th>
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<td>2022</td>
<td>$ 763.54</td>
<td>$ 1,462.03</td>
<td>$ 1,496.95</td>
<td>$ 2,195.45</td>
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<tr>
<td>2023</td>
<td>$ 847.67</td>
<td>$ 1,629.29</td>
<td>$ 1,668.37</td>
<td>$ 2,449.99</td>
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<tr>
<td>2024</td>
<td>$ 909.32</td>
<td>$ 1,751.59</td>
<td>$ 1,793.69</td>
<td>$ 2,635.96</td>
</tr>
</tbody>
</table>
Insurance – Facts Not Fiction

The union is trying to scare you about health insurance and the Company plan vs. the union Health and Welfare plan. You should know the facts.

**FACT:** The union plan and the Bob's plan provide almost identical benefits overall. The union medical plan covers roughly 88% of overall medical expenses and Bob's plan covers roughly 85% of overall medical expenses.

**FACT:** The cost of the union’s Health and Welfare plan is going way up: the cost of the employee only coverage will increase 43% and the cost of employee + children coverage will increase 52% between now and 2024.

**FACT:** The union’s medical, dental, and vision plans only provide in-network coverage. If you need to see someone outside of the network, it likely won’t be covered unless it’s an emergency. Bob’s offers two medical plans that provide both in and out of network coverage.

**FACT:** The union only offers one medical plan. Bob’s offers three different medical plans so associates can choose what’s best for them, including modern and flexible plans with a Health Savings Account (HSA) that Bob’s contributes to.

**FACT:** Bob’s provides a number of medical benefits at no cost:
- Livongo Diabetes Management
- Grand Rounds Physician Referral and Second Opinion Service
- Livongo Hypertension Management
- Three free mental health counseling sessions per year

**FACT:** Bob’s continued medical, dental, and vision insurance for all associates in 2020 while they were on furlough at no cost to associates. The union had nothing to do with Bob’s decision to do the right thing for our associates during this difficult time.

* The amount employees would pay is subject to negotiation.

Bob’s believes in our responsibility to provide benefits for the health and welfare of our associates and their families. It’s unfortunate that the union is using benefits as a way to try and pressure you into staying with them. We want you to make a good decision for you and your family, so here are the facts.
We Guarantee It

The Union wants to scare you into thinking that there will be changes, and that you will have no job security, if you vote them out. Why do they want to try and scare you? Maybe because the facts don’t help them:

**FACT:** The Company provides the same wages and working conditions at all its stores. The unionized stores have nothing better.

**FACT:** The Company furloughed and recalled associates at all its stores the same way. The unionized stores were treated no differently.

**FACT:** The union doesn’t understand how sales associates are paid. Weekly vs. monthly commissions do not change your compensation.

**FACT:** The Company offers 3 different health plan options with benefits the union’s 1 plan does not offer.

**FACT:** The associates at Bob’s approx. 140 non-union stores do not have to pay $755 a year in union dues.

It is up to you to decide whether you want to continue to be represented by the union. But you should make your decision on the basis of facts, not fear. In order to help you make a decision free of these scare tactics, we provide the following guarantee:

Bob’s Discount Furniture guarantees you that nothing about your wages, benefits (other than transitioning to the Company health plan) or working conditions will change if you choose that you don’t want to be represented by the union anymore.

**BOB’S DISCOUNT FURNITURE, LLC**

By: [Signature]

Date: [Date]
Bob’s Discount Furniture LLC
2013-2015
THE WEINGARTEN DECISION: 
KNOW YOUR RIGHTS!

Dear members:

In a court case known as N.L.R.B. Vs. Weingarten, the U.S. Supreme Court ruled you have the right to have your Union Representative present when you are interviewed by your employer, if you reasonably believe the interview may lead to disciplinary action.

YOUR RIGHTS UNDER WEINGARTEN ARE:

1. You have the right to request the presence of a Union Representative or Shop Steward during any investigation interview you reasonably believe might result in disciplinary action.
2. You have the right **not** to be interviewed until your Union Representative or Shop Steward is present.
3. Your Union Representative or Shop Steward may assist you during the interview to organize and explain your facts.

In Solidarity,

Local 888, UFCW

REMEMBER WEINGARTEN BEFORE YOU GIVE UP YOUR RIGHTS!
### Bob’s Discount Furniture LLC
Union Representatives by Location

<table>
<thead>
<tr>
<th>UNION REP.</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AJAY BORZONI</td>
<td>BOB'S DISC. CARLE PL</td>
</tr>
<tr>
<td><a href="mailto:aborzoni@ufcw888.org">aborzoni@ufcw888.org</a></td>
<td>BOB'S DISC. FARMINGDALE</td>
</tr>
<tr>
<td>914.668.8881 Ext.155</td>
<td>BOB'S DISC. FREEPORT</td>
</tr>
<tr>
<td>800.223.1503</td>
<td>BOB'S DISC. GLENDALE</td>
</tr>
<tr>
<td>FRED STEINIGER</td>
<td>BOB'S DISC. PLAINFIELD</td>
</tr>
<tr>
<td><a href="mailto:fsteiniger@ufcw888.org">fsteiniger@ufcw888.org</a></td>
<td>914.668.8881 Ext.131</td>
</tr>
<tr>
<td>800.223.1503</td>
<td></td>
</tr>
<tr>
<td>JHONATAN ZOQUIER</td>
<td>BOB'S DISC. YONKERS</td>
</tr>
<tr>
<td><a href="mailto:jzoquier@ufcw888.org">jzoquier@ufcw888.org</a></td>
<td>914.668.8881 Ext.119</td>
</tr>
<tr>
<td>800.223.1503</td>
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</tr>
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</table>

### LOCAL 888 HEALTH AND PENSION FUNDS

**TEL.: 914-668-8881**  
**FAX.: 914-668-2295**

**ONLINE**  
[http://www.ufcw888.org/healthfund.html](http://www.ufcw888.org/healthfund.html)  
[http://www.ufcw888.org/pensionfund.html](http://www.ufcw888.org/pensionfund.html)
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*Union Contract*

**UFCW Local 888**  
Bob’s Discount Furniture LLC
Agreement

This agreement made this 1st day of January, 2013 by and between BOB’s DISCOUNT FURNITURE LLC, (hereinafter referred to at the Employer or Company), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 888 United Food and Commercial Workers International Union, AFL-CIO, (hereinafter referred to as the Union) for and on behalf of the said Union and the Employees in the bargaining unit as defined below, now employed and hereafter those electing representation by the Union.

Withnesseth

WHEREAS, the parties hereto desire to establish and maintain a mutual understanding to create harmonious relations between the Employer and the Employee, and abide by this agreement.

WHEREAS, in consideration of the mutual covenants, provisions and conditions of this Agreement, and other good and valuable consideration, the parties hereto agree as follows:

Purpose

It is the purpose of the Company and the Union to set forth in this Collective Bargaining Agreement their duly negotiated understanding with each other in regards to the wages, hours and other terms and conditions of employment for those employees of the company who are, and who may become, represented by the Union in the appropriate bargaining unit defined herein.

Equal Opportunity Employment

It The Company is committed to equal employment opportunity. The Company will not discriminate against employees or applicants for employment on any legally-recognized basis {“protected class”} including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state or local law.

In New Jersey, the following are a protected class: race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, civil union status, affectional or sexual orientation, gender identity or expression, genetic information, sex, atypical hereditary cellular or blood trait, nationality, refusing to submit to a genetic test or make available the results of a genetic test to an employer, disability, liability of service in the U.S. military, and religious practice or observance.
In New York, the following are a protected class: age {18 and over}, race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

ARTICLE 1: RECOGNITION

1. The employer recognizes the Union as the exclusive representative of all full-time and part-time sales associates employed by the Employer at its facility located at 970 Route 22 East, North Plainfield, NJ 07060 as defined in NLRB Case 22-RC-067095.

2. The employer recognizes the Union as the exclusive representative of all full-time and part-time cashiers, office employees, warehouse employees and café employees, employed by the Employer at its facility located at 970 Route 22 East, North Plainfield, NJ 07060 as defined in NLRB Case 22-RC-067836.

3. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time sales associates employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-066486.

4. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time retail café workers, retail warehouse workers, and retail office assistants employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-069439.

5. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time sales associates employed at 240 East Sunrise Highway, Freeport, New York as defined in NLRB Case 29-RC-065968.

6. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time sales associates employed at 7225 Woodhaven Boulevard, Glendale, New York as defined in NLRB Case 29-RC-066079.
7. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time sales associates employed at 175 old Country Road, Carle Place, New York as defined in NLRB Case 29-RC-070483.

8. The employer recognizes the Union as the exclusive representative of All full-time and regular part-time sales associates employed at 2500 Central Park Ave., Yonkers, New York as defined in NLRB Case 02-RC-076365.

ARTICLE 2: UNION SECURITY

SECTION 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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or dates of execution, whichever is later, shall, on the thirty-first calendar day following the beginning of such employment become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provision of Section 8(a) of the National Labor Relations Act as amended).

SECTION 2
The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

ARTICLE 3: CHECK OFF AUTHORIZATION

SECTION 1
The Employer agrees during the term of this agreement to a voluntary check off of the weekly dues and the Union initiation fee and any assessment generally applicable to all members of the Union from each employee for whom written authorization and direction is received by the Employer. The authorization form shall provide that it shall remain in effect until revoked by the employee but shall be irrevocable for a period of one (1) year from the date of the contract or from the date appearing on the form, whichever occurs
later, and shall be renewed, unless revoked, for yearly periods coincident with the anniversary date therein specified.

SECTION 2
The check off notice may be revoked by written notice by registered mail to the Union and the Employer provided such notice is mailed not earlier than sixty (60) days prior to revocation date and not later than seven (7) days prior to the date which the revocation is to be effective. A revocation will be deemed invalid and the authorization will continue as herein provided unless it is conformity with the provisions of this agreement.

SECTION 3
The Employer shall transmit the monies checked off to the Union not later than the 15th day of the first month after the month for which the dues were checked off. The Employer shall mail with the remittance a list of all bargaining unit employees hired, terminated or transferred during the preceding month.

SECTION 4
The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

ARTICLE 4: TRIAL PERIOD

New employees shall be deemed to be trial period Employees for the first ninety (90) calendar days of employment with the Employer. The Company reserves the right to discipline or terminate any employee within the ninety (90) day trial period. There will be no right of appeal there from under the grievance and arbitration procedures of this contract.

All Employees who are retained by the Employer beyond the ninety (90) calendar day trial period shall be considered as “regular” Employees with seniority to be credited from the date of hire, and all of the provisions of this Agreement shall then be deemed to be in full force and effect as to each such Employee.

ARTICLE 5: GENERAL CONDITIONS

SECTION 1. RIGHT TO REQUEST REPRESENTATION.
(Weingarten Rights)
Employees who are involved in an investigative interview from which they reasonably believe discipline will result may have union representation upon request.
Reprimands will not be given on the sales floor or in front of coworkers
and will be issued in the privacy of an office with only authorized personnel present.

**SECTION 2 – Definition of Terms**

**A. Draw Rate** as referenced for Commissioned Sales Associates throughout this document refers to the $12.00 per hour Draw Rate paid to sales associates for hours worked each week which is subject to repayment to the company at the end of each fiscal month via commission settlement.

**B. Hourly Rate** as referenced for Commissioned Sales Associates throughout this document refers to the employees average hourly earnings rate for the previous year as computed in January of each year. This rate is determined by dividing the employee’s commissions by hours worked. The Hourly Rate is used to pay for sick/personal time, vacation time and training above and beyond the normal daily sales meetings. The Hourly Rate pay is NOT subject to repayment via commission settlement. For first year employee’s, the Hourly Rate will be $12.00 per hour up until their one year anniversary. On their anniversary, the rate will be determined based upon the above mentioned formula. After year one, their rate will be computed each January.

**C.** Mandatory meetings scheduled on an employee’s normal day off will be paid at their hourly rate and NOT subject to repayment at month end. Employees will receive a minimum of 4 hours pay for such meetings in accordance with applicable state law, or for the length of the actual meeting whichever is longer.

**SECTION 3 – Meetings for Commissioned Sales Associates**

**A.** All Sales employees will be required to attend the daily sales meetings as scheduled by management. (Normally 30 minutes prior to store opening) These meetings will be paid as part of their draw rate and subject to repayment at month end.

**B.** Training meetings scheduled on an employee’s normal work day in excess of the 30 minute meeting described in Article 5, Section 3(A) above will be paid at the Hourly Rate for the time of the training meeting. The employee will be paid their normal Draw Rate for the remainder of their shift for time spent on the selling floor.

**C.** Mandatory meetings scheduled on an employee’s normal day off will be paid at their hourly rate and NOT subject to repayment at month end. Employees will receive a minimum of 4 hours pay for
such meetings in accordance with applicable state law, or for the length of the actual meeting whichever is longer.

SECTION 4 – REQUEST OF INFORMATION
The Employer agrees to provide the employee and/or the Union Representative a copy of an employees’ personnel file upon request from either the employee or the Union Representative within seven (7) corporate business days of the request, except for the medical records which must be authorized by the employee in writing.

SECTION 5 – STATE OF EMERGENCY
If a state of emergency is declared the following protocol will be followed;

A. If the emergency results in the location being closed for the entire day, employee’s scheduled to work will be allowed to use any accumulated personal time for that day.

B. If the emergency results in the location being closed early for the remainder of the day, those employees’ scheduled who were in attendance will receive pay for actual hours worked plus additional worked not paid time up to a total of 4 hours or actual time worked whichever is greater.

C. If the emergency results in a delayed opening, all employees scheduled to work are expected to come in as soon as practical and will be paid for actual time worked plus additional paid not worked time up to a total of 4 hours whichever is greater.

SECTION 6 – SUNDAYS
Summer Sundays – Beginning from the weekend after Memorial Day to the weekend after Labor Day, Sales Associates can pick any two (2) non-consecutive Sunday’s off excluding Labor Day weekend or July 4th when it falls on a weekend. Employees must follow scheduling rules as set forth in Article 34 Section 2 of the contract. Management will make every effort to accommodate requests, however, in the event of multiple requests for the same day preference will be given in the following order; approved vacation requests get first precedent, earliest request dates are honored next. If an employee takes two or more vacation weeks during this period, one of the Summer Sundays will be counted as used. Summer Sunday’s are unpaid; however, an employee may use available personal time for that day.

SECTION 7 – STAFFING
The company has sole discretion on the number of associates hired. The Employer will provide quarterly reports for each store of monthly sales and monthly sales personnel staffing (full-time and part-time and person hours). On the Union’s request, the parties will meet to discuss the level of staffing. The Union acknowledges the confidentiality of sales numbers and will treat them accordingly.

SECTION 8 – SALES PROTECTION

A. A sale is not completed until paid in full and possession of the items sold is taken by the customer either through the delivery or pick-up process. Commissions are paid solely on delivered and picked up items.

B. Any completed sale returned within (3) three months will be charged back against the sales associate who made the original sale. In case of exchange or reselection, the sale will be directed to the original sales associate unless he or she is not working; in that case the commission on the new sale or exchange will be split equally between the original sales associate and the associate who assists the customer with the new sales transaction.

C. Web Sales
   a. All web sales shall be given to sales associates on a rotating and equitable basis beginning with most senior associate and rotating through the seniority list from top through the bottom and shall include all full-time and part-time sales associates on the active payroll.
   b. When a particular sales associate is named by a customer in the web-sale the web sale shall be directed to him / her immediately if on duty at the time the sale comes in. If the named sales associate is not on duty on the day the sales comes in then the sale is directed to the next appropriate salesperson on the rotation list and any commission is split equally between the appropriate sales associate on the rotation list and the named associate. The rotation list shall be posted publicly, monitored and kept current.
   c. In case of exchange or reselection, the commission on the new sale or exchange will be split equally between the original sales associate and the new sales associate.

SECTION 9 – EMPLOYER TRAVEL

The Company’s travel policy will prevail in all instances where employees are required to travel as part of their work assignment.
SECTION 10 – EMPLOYEE WARNINGS

All disciplinary warnings will become a permanent part of an employee record. However, after a twelve (12) month period all oral and written warnings and reprimands cannot be used to progressive discipline an employee.

SECTION 11 – VOLUNTARY TRANSFERS

All Employee transfers will be made by request, and will be subject to the Company’s policies. Under no circumstances should employee transfers be used as a punitive or disciplinary tool against employees. Employees transferred within the bargaining unit, will maintain their seniority.

ARTICLE 6: NO INDIVIDUAL AGREEMENTS

The employer will not enter into any individual agreement with any employee covered by this agreement which differs from the terms of this agreement, excluding accommodation required and/or protected under state, federal or local law, and excluding arrangements that the union shall approve. The parties agree that favoritism will not be shown in making such arrangements.

ARTICLE 7: REDUCTION IN WAGES

There shall be no reduction in wages or compensation for any employee as a result of the adoption of this Agreement.

ARTICLE 8: SENIORITY

SECTION 1

A. Seniority is defined as the length of continuous employment from the bargaining unit member’s most recent date of hire.

B. When an employee is promoted, transferred or demoted, he/she shall carry forward his full seniority rights.
SECTION 2
Seniority shall prevail except as otherwise further specified in this agreement.

SECTION 3
All The company will present the Union an annual seniority list on or before January 1st of each year showing the employee’s name, classification (FT/PT), Job Title and date of hire.

SECTION 4
Whenever a Full-time job vacancy occurs within an employee’s classification, that full-time job shall be offered to the most senior part-time employee. If a full time position vacancy occurs outside an employee’s classification, the position will be first offered to qualified part-time employees. However, if there are multiple part-time employees equally qualified, seniority shall prevail.

ARTICLE 9: LAY OFF AND RECALL

SECTION 1
Layoffs may be implemented by the Company after providing seven (7) calendar days notice to the Union.

SECTION 2
For all Commissioned Sales Associates, probationary employees will be laid off first. After probationary employees, the Company will select unit employees to be laid off by seniority for associates with two (2) years of seniority or less. If further layoffs are necessary, layoffs will be based on the average of the past three (3) years job performance in regards to sales. Seniority will control if employees are otherwise equal with the least senior employee being laid off.

SECTION 3
For all Hourly Associates, layoff will be based on seniority. Probationary employees will be laid off first followed by seniority. In the event of equal seniority where not all will be laid off, the determination will be made based on the employee’s ID (payroll) number with the highest number laid off first.

SECTION 4
It is the sole responsibility of laid off employees to provide the Company with their current address. The Company will notify an employee of recall by a phone call first followed by certified mail and regular mail to his or her address of record with the Company with a
copy to the union. If an employee does not report to the Human Resources Department of the Company within five (5) days of receipt or seven (7) days of mailing of the notification letter, that employee’s recall rights will extinguish and he or she will be terminated unless he or she is absent due to extraordinary circumstances.

SECTION 5
When in its sole discretion, the Company decides to recall employees; recall will be accomplished in reverse order of layoff. Laid off employees have recall rights for twelve (12) months from the date of layoff. If the employees are re-called to work within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

SECTION 6
Full-time employees laid off because of lack of work shall be offered part-time work if part-time work is available even if this means replacing least senior part-time employees. The full-time employee who accepts temporary part-time work will be given first preference for full-time work when it becomes available. All other employees on lay-off shall be recalled by inverse seniority.

SECTION 7
The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.
ARTICLE 10: LEAVE OF ABSENCE

SECTION 1
The company will comply with all applicable Federal and State FMLA laws regarding leaves of absence. In all cases of Leaves of Absence, employees will be required to use any available paid time off first. Paid time off will run concurrently with applicable State and Federal FMLA time.

SECTION 2
In the event that an employee does not qualify for Federal or State FMLA leave, the Employer may at its sole discretion, provide up to 8 weeks leave without pay.

SECTION 3
The Employer or its contracted agent has the sole authority to approve or disapprove a leave.

SECTION 4
Sick, vacation or personal time accrues while an employee is on leave. Seniority rights continue to accrue.

SECTION 5
Employees on leave are still responsible for their benefit contributions if any in their absence and arrangements will be made for them to pre-pay while out or for a payment repayment schedule to be arranged upon their return. In no instance will an employee who has failed to return to active duty status be allowed to maintain benefits once their State or Federal FMLA period has expired. In such instances, employees will be offered coverage through COBRA where applicable.

SECTION 6
All Military Leaves will comply with applicable State and Federal Law (USERRA).

ARTICLE 11: DISCHARGE AND DISCIPLINE
No employee shall be discharged or disciplined without just cause. In the event of a discharge, the employer must notify the Union in writing within three (3) working days of such discharge.

The Parties subscribe to the principles of progressive discipline. The parties recognize that there are circumstances when it is appropriate to utilize more serious discipline up to and including discharge without first applying lesser discipline.
The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding loss of Job or loss of pay only will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1
In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this article shall be followed.

SECTION 2
In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this article shall be followed.

**Step 1:**
In the event of any grievance, the Union will notify the Company of such grievance within thirty (30) days of the date of its occurrence. The Employee and the Union Business Agent and the Manager will meet to adjust the grievance within 5 business days. For the purposes of this Article, business days are defined as Monday through Friday from 9am until 5pm., exclusive of holidays.

**Step 2:**
If the grievance is not settled in Step One within ten (10) days, the Union Business Agent shall submit the grievance in writing within five (5) business days with the Human Resource Representative and attempt to settle the grievance. The parties will meet within 5 business days of the received written grievance to attempt to settle the grievance.

**Step 3:**
In the event that the Employer and the Union are unable to resolve the grievance and/or dispute at Step 2 as set forth above, then either party may request arbitration of said grievance by serving upon the other party no later than thirty (30) days following the date of the last discussion, a written request for arbitration to the American Arbitration Association and the matter will be governed in accordance with the rules of the American Arbitration Association.
SECTION 3
Employees may not bring a grievance to arbitration. All filings for arbitration must be filed by the Union or the Employer.

SECTION 4
The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions set-forth in this agreement.

SECTION 5
The decision of the arbitrator shall be final and binding on all parties.

SECTION 6
The fee and expenses of the arbitrator shall be born one-half by the employer and one-half by the Union.

SECTION 7
No employee shall be disciplined or discharged except for just cause.

ARTICLE 13: EXPEDITED ARBITRATIONS
The parties agree to establish an expedited arbitration procedure for discharge and other cases when the parties agree to expedite a non-disciplinary grievance. Under the expedited procedure the parties agree to utilize the arbitrator in the following panel who is able to hear the case within the shortest period of time. Either party may exclude an arbitrator who has heard the most recent arbitration between Bobs Discount Furniture and the Union. The arbitrators in the panel shall be:

Howard Edelman Robert Herzog Elliot Shriftman
Barbara Zausner Martin Scheinman

By mutual agreement of the parties the panel can be changed at any point during the term of the agreement and by mutual agreement of the parties, an arbitrator who is not on the panel can be used for any particular arbitration.

ARTICLE 14: HOURS OF WORK

SECTION 1
The regular workweek for all employees will be Monday through Sunday.

SECTION 2
Full-Time Employment is defined as working an average of 30 hours per week, for determining benefits eligibility. This will be
measured quarterly by dividing hours worked, including vacation, personal time used and overtime hours. Employee’s will not be penalized for approved LOA time in a previous quarter.

SECTION 3
All Full-time employees will normally be scheduled for a minimum of 40 hours per week including weekends, not including lunch breaks. Vacation and personal time only will count toward the 40 hours of scheduled time.

SECTION 4
The hours of work determining the status of a part-time employee shall be; less than thirty (30) hours per week.

SECTION 5
Part-Time employees will normally be offered a minimum of 2 days per week/sixteen (16) hours, including a minimum of one weekend day. Vacation and personal time off requests only will count towards the minimum and maximums each week.

SECTION 6
All Full and Part-time associates are normally expected to work weekends and holidays except when the company is closed. (Currently, Thanksgiving, Christmas and Easter).

SECTION 7
Meals and Breaks- Any associate scheduled for a four hour shift, will receive one (1) fifteen minute paid break during their shift. Any associate scheduled for a shift longer than 6 hours will receive one fifteen paid break and one (1) 30 minute unpaid meal break. All employees scheduled for a shift longer than 6 hours must take the unpaid meal break and punch out. Any associate schedule for a shift longer than 8 hours will receive a second 15 minute break. Any associate scheduled for 10 hours or longer, will receive two (2) fifteen minute paid breaks and two (2) 30 minute unpaid meal breaks. The meal breaks should not be within the first 1.5 hours of their shift or the last 1.5 hours of their shift. Any associate scheduled to work 12 hours will receive an additional 15 minute paid break. The 15 minute paid break periods should be a consecutive break period and should not be divided into shorter more frequent time periods. The immediate supervisor is responsible for approving the scheduling of meal time and breaks.
ARTICLE 15: OVERTIME & ADDITIONAL HOURS

SECTION 1- Definition
Overtime is defined as hours worked in a week in excess of forty (40). Vacation, sick, holiday and personal time is NOT considered when determining overtime hours. For Commissioned Sales Associates, overtime is paid at draw rate and one-half and is subject to fiscal monthly commission settlement. For non-Commissioned Associates covered by this agreement, overtime hours are paid at time and one-half their normal hourly rate for hours worked in a week in excess of forty (40).

SECTION 2- Distribution of Additionally Scheduled Hours
For purposes of this Section, Additionally Scheduled Hours are defined as extra hours scheduled in advance due to business conditions or if an associate is called into work on a given day due to an unforeseen business situation.

A. Additionally Scheduled Hours will be distributed on a rotating seniority basis. Additionally Scheduled Hours will be offered first to the most senior employee, and if he or she rejects the additional hours to the next senior employee, and so on, until the additional hours are accepted. The next Additional Scheduled Hours opportunity will be offered to the employee next lower in seniority than the employee who accepted the previous opportunity. When the bottom of the list is reached, offering will continue from the top of the list.

B. Illustrative example- Assuming the list of employees in seniority order from (for example) 1 through 20, additional scheduled hours will be offered to #1, then #2, then #3 and so on. Assume that employee #7 accepts. The next opportunity will be offered to #8, then #9 and so on. Assume that an opportunity is offered first to #17, then #18, then #19 and then #20, and is rejected. Such opportunity will thereupon be offered to #1, then #2 and so on.

C. In any case when additional scheduled hours have been offered to and rejected by the entire list, the least senior employee(s) will be mandated to cover the work.

SECTION 3- Non-scheduled Additional time
In the event that a sales associate is asked to stay over his or her shift by the manager, (non-scheduled additional time) that sales associate; (in the event that the associate makes no sales during this non-scheduled additional time period) will be paid for this non-scheduled extra period at their hourly rate, which shall not be subject to reimbursement at the end of the month. If the sales associate closes any sales during this extra
period, then they will receive their commission for the sale(s) and be paid at their draw rate, as long as the commission for the sale(s) is greater that the employee’s hourly rate for the Non-scheduled additional time worked.

ARTICLE 16: MISCELLANEOUS

SECTION 1- Election Days

A. On advance request of the Union or an employee, the Employer will arrange the work schedule for a Federal, State or Local government election day so that those employees, who would not otherwise be able to, shall have an opportunity to vote.

B. On advance notice those employees who are requested by their county board of elections to serve as an inspector at their polling place shall have an opportunity to serve.

SECTION 2- Employee Discount Program

A. The Employer will provide a 30% discount for original priced items to all its’ employees during the life of this agreement. Delivery services and taxes are at regular prices and are not subject to discount.

B. Employees are entitled to purchase pit merchandise at the price it is marked in the pit. No additional discounts or considerations may be applied.

C. All employee sales must be for the use of the employee making the purchase. Employee discounts must not be made for friends, relatives or others.

SECTION 3- Customer Commendations

Commendations received from customers for a particular employee providing good service shall be placed in that employee’s permanent file.

SECTION 4- Equipment

A. The Employer shall provide the necessary tools and equipment to employees working in the warehouse at no cost to the employee, to allow him/her to properly and safely perform their job and protect the products.
B. The Company will reimburse warehouse associates for the actual cost of safety approved work-boots up to $100.00 once per year.

ARTICLE 17: HOLIDAYS

SECTION 1- Hourly Employees

A. For hourly, non-sales associates, the Company recognizes the following paid holidays regardless of the day of the week upon which they fall:

- New Years Day
- Independence Day
- Christmas Day
- Easter
- Labor Day
- Employee Birthday
- Memorial Day
- Thanksgiving Day

B. The Stores are closed on the Easter, Thanksgiving and Christmas Day Holidays. However, stores are open for business on the remaining paid holidays. Non Sales employees will be paid for all hours worked on these days. In addition, based on the criteria listed below, non-sales employees employed a minimum of thirty (30) days will be paid at 8 hours Holiday Pay for full-time and 4 hours Holiday Pay for part time non-sales employees.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.

D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.

SECTION 2- Commissioned Sales

A. Commissioned Sales Associates will receive the following paid holidays regardless of the day of the week upon which they fall:

- Easter Sunday
- Christmas Day
- Thanksgiving Day
- Employee Birthday
B. Commissioned Sales Associates employed a minimum of thirty (30) days will be paid at 8 hours for full-time and 4 hours for part-time at their hourly rate and not subject to repayment.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.

D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.

SECTION 3

Holiday pay is paid as straight time and is not used in computing weekly overtime. Hours worked on holidays are paid as straight time with time and a half for time worked over forty (40) hours in the week in which the holiday falls.

ARTICLE 18: VACATIONS

SECTION 1

All Full-Time and Part-Time employees shall be eligible for paid vacations on their anniversary date of employment on the following basis:

<table>
<thead>
<tr>
<th>Anniversary Date of Employment</th>
<th>Vacation Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st anniversary date of continuous employment</td>
<td>two (2) week’s vacation</td>
</tr>
<tr>
<td>5th anniversary date of continuous employment</td>
<td>three (3) week’s vacation</td>
</tr>
<tr>
<td>10th anniversary date of continuous employment</td>
<td>four (4) week’s vacation</td>
</tr>
</tbody>
</table>

SECTION 2

Employees who leave the Company before using their earned vacation time will be paid for any unused vacation time except in cases of termination for dishonesty.

SECTION 3

Employees shall receive vacation on a first come, first serve basis. If there are multiple requests for the same time period made on the same day and not all vacation requests may be granted due to staffing needs, requests will be approved based on seniority. In no event shall an
employee whose vacation has already been approved be bumped due to seniority.

SECTION 4

The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.

SECTION 5

Employees will receive their average hours worked from the previous calendar year on a weekly basis as a week’s pay. This is determined by dividing total of all hours worked and vacation, sick pay by 52 weeks up to a maximum of 40 hrs per week. This will be computed in January of each calendar year. For first year anniversary employees, the average hours will be computed on their anniversary date for that year and in subsequent years in January in accordance with the provisions listed above. Vacation pay for Commissioned and Pit Sales Associates is paid at the Hourly Rate as defined in Article 5 Section 2B.

ARTICLE 19: BEREAVEMENT

SECTION 1

A. In year one (1) of the contract. All Full-time and Part-time employees regardless of length of employment are eligible for three (3) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.

B. Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for four (4) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.
SECTION 2

A. In year one (1) of contract. All Full-time and Part-time employees regardless of length of employment are eligible for one (1) paid day to attend the funeral of aunts, uncles, nieces and nephews.

B. Employees Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for two (2) paid days to attend the funeral of aunts, uncles, nieces and nephews.

SECTION 3

A. The Company will allow for the use of personal time or unpaid Leave of Absence for additional days beyond time allowed in Section 1 or Section 2 above to attend services of other family members not included in above or for travel and grievance time required beyond the normal paid time.

B. Full-time hourly employees will be paid 8 hours for each day at their normal hourly rate for each day. Part-time employees will receive 4 hours pay for each day at their normal hourly rate. Commissioned sales associates will be paid at their hourly rate of pay as defined in Article 5 Section 2 (b) based on Full or Part-time status.

C. Requests for bereavement should be made to the immediate supervisor as soon as possible. Proof of loss such as an obituary may be required.

ARTICLE 20: SICK AND PERSONAL TIME

SECTION 1- New Employee’s

A. All new full-time and part time employees are entitled to one (1) sick/personal day for each three (3) month period they work, up to a total of four (4) sick/personal days per year. Sick/personal days are allocated as follows; after 3 months one day, after six months one day, after nine months one day and after the ten month one day. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

B. Beginning year two (2) of After one year of service and every year thereafter on an employee’s anniversary date, employees will receive four (4) sick/personal days.
C. Beginning 2013, at their one year anniversary and every year thereafter on their anniversary date, employees will receive (5) five sick/personal days. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

SECTION 2 - Employee’s With One Year of Service or More

A. Sick/Personal Day pay is determined by dividing the employee’s average weekly hours by five, up to a maximum of 8 hours. Average weekly hours are determined annually at the employee’s anniversary date or in the case of employees under one year of service by computing their average weekly hours to date.

B. The Employee must provide at least two (2) weeks advance notice of his/her intent to take a personal holiday. Such approval shall not be unreasonably withheld.

C. Employees are required to notify their supervisor at least sixty (60) minutes in advance of the start of their scheduled workday when absent from work. If the supervisor is unavailable, the employee must leave a contact number. A doctor’s note must be presented upon request for any sick leave absence longer than three (3) days or for sick days used on an employee’s regular scheduled workday immediately before or after a holiday.

ARTICLE 21: JURY DUTY

SECTION 1
Employees who perform jury duty service shall receive their regular wages for jury service for scheduled days/hours missed in the course of jury duty service.

SECTION 2
Employees must promptly provide notice of their upcoming jury service to their immediate supervisors and must supply proof of service for each day or portion of a day of jury service.

SECTION 3
Employees are required to report for work whenever court is not in session.
SECTION 4
The Company will continue to provide any applicable health insurance benefits during a leave for jury duty subject to normal payroll deductions.

ARTICLE 22: UNION ACTIVITY

SECTION 1
A Shop Steward and assistant shop steward shall be appointed by the Union and under no circumstances shall an employee be discriminated against because of union activity. Shop Stewards and assistant stewards shall be allowed one (1) day off per year, without pay, for attendance of the Local 888 annual Shop Stewards Seminar.

SECTION 2
In the event of reduction of working force, the Shop Steward shall be the last person laid off. In the event of a recall, the shop steward shall be the first person recalled. The Union shall have the right to post notices related to union business on a specific designated bulletin board, which shall be provided by the Employer. Said bulletin boards shall be posted in the employee break room.

ARTICLE 23: VISITATION

SECTION 1
Any official representatives of the Union shall have the right to visit the Employer’s premises during working hours.

SECTION 2
In all instances, Union Representatives will first announce their presence to the Manager on duty. Union Representatives will not interfere with customer interaction. Substantial union business, such as administration and enforcement of this agreement and grievances will not be discussed on sales floor. The company shall provide space where Union Representatives can meet with employees for such purposes.

ARTICLE 24: BARGAINING UNIT WORK CLAUSE

SECTION 1
When a member of management does perform and assist in a sale with the Sales Associate, the sale and commission shall be given to the Sales Associate involved. In the event of multiple Sales Associates
involvement, the commission will be split between the Sales Associates involved with the customer.

**SECTION 2**

Employee purchases and direct corporate sales will be directed to management for process and approval and will not be subject to commission or directed to sales staff for processing.

**SECTION 3**

Commission will be paid to a sales associate following the seniority list for a sale made by a member of management in which there was no sales associate involvement following the same procedure and order as defined in Article 5 Section 8 Item C Regarding Web Sales.

**ARTICLE 25: HEALTH AND WELFARE**

**All language regarding Health and Welfare Benefits in this Article pertain to Active, Full-Time Employees ONLY unless otherwise specified**

**SECTION 1**

As soon as practicable after ratification and as allowed by the Plans, those Employees who are benefit eligible as set-forth in this Agreement will make a selection, between the Union Health Care Plan and the Company provided Health Care Plans. Selection will be made on a group basis apart from the grandfathering referenced below, once selection has been made ALL eligible participating Employees will be in one plan or the other. Operation of this Article is subject to plan rules, this Agreement and the provisions set-forth below:

A. Beginning year two (2) of After one year of service and every year thereafter on an employee’s anniversary date, employees will receive four (4) sick/personal days.

B. If the Employees select the Union sponsored plan, the Employees currently in the Company sponsored H.S.A. plan will be grandfathered and allowed to maintain their participation in that plan subject to all plan rules. No eligible new Employees or eligible Employees currently in the Employer’s CORE plan will be allowed to migrate to the Employer sponsored H.S.A. plan. If an Employee currently in the Employers H.S.A. plan opts out to join the Union sponsored plan, he/she will forfeit their ability to remain in the Employer’s H.S.A. plan and may not switch back.
C. If the Employees select the Employer sponsored plan, then ALL Employees in the CORE and H.S.A. plan tiers will remain and there will be no option to join the Union plan individually.

SECTION 2

A. In the event that the employees select the Employer’s Health Care Plan, the following will apply:
   a. The Company will maintain the Healthcare Plan current at the ratification of this agreement or a substantially similar plan.
   b. The Company agrees to limit the annual exposure of any Employee Health Care premium increase to no more than an eight (8) percent increase for the 2013 plan year over the previous year.
   c. The Company also agrees to limit the annual exposure of any Employee Health Care premium to no more than an eight (8) percent increase for the 2014 plan year over the previous year.
   d. The Company agrees to limit the annual exposure of any Employee Health Care premium increase to no more than an eight (8) percent increase for the 2015 plan year over the previous year.
   e. For clarification of items (a) through (d) above the plan year is defined as October 1st through September 30th of the following year.

B. In the event that the employee’s select the Union Health Care Plan, the following will apply:
   a. Full Time Employees Benefits: The Employer will forward the amount specified below for the monthly cost of group health insurance benefits for each eligible participating full-time bargaining unit employee on the first day of the month following the Employee's completion of 60 days of employment with the Employer. Participating Employees shall contribute toward the cost of participation in the Local 888 Health Fund through weekly payroll deductions in the amount specified below and the Employer shall contribute the balance of the monthly cost for participation.
   b. The Employer agrees to forward to the Local 888 Health Fund an aggregate of Employer and eligible participating employee contributions for participation in all such group insurance plans to be maintained and administered by the Local 888 Health Fund. Contributions and the supporting remittance report (collectively referred to herein as Contributions) are due on the 15th day of month following the end of the month for which such contributions are due (either date to be referred to as the Due Date). The aggregate monthly cost for participation in the
Local 888 Health Fund shall not exceed the amount specified as follows for the corresponding monthly periods:

Effective Rates From January 1, 2013 through December 31, 2013

<table>
<thead>
<tr>
<th>Participating Election</th>
<th>Employer Contribution</th>
<th>Employee Contribution Monthly/Weekly</th>
<th>Total Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$362.96</td>
<td>$119.25 / $27.52</td>
<td>$482.21</td>
</tr>
<tr>
<td>Emp / Spouse</td>
<td>$533.55</td>
<td>$355.99 / $82.16</td>
<td>$889.34</td>
</tr>
<tr>
<td>Emp / Child(ren)</td>
<td>$816.54</td>
<td>$344.24 / $79.44</td>
<td>$1,160.78</td>
</tr>
<tr>
<td>Emp Plus Family</td>
<td>$1,152.27</td>
<td>$501.31 / $115.69</td>
<td>$1,653.58</td>
</tr>
</tbody>
</table>

**c.** The Company agrees to contribute for participating employees at the rates as defined in Section 2(B)(b) above through December 31, 2013. Thereafter;

i. The Company agrees to pay in year two of the contract, January 1, 2014 through December 31, 2014 at the above rates plus an additional cap of up to five (5) percent.

ii. The Company agrees to pay in year three of the contract, January 1, 2015 through December 31, 2015 the year two rates, plus an additional cap of up to five (5) percent.

iii. The Union will advise the Company by November 1 of each year of the increase percentage for the upcoming year as noted in i. & ii above.

iv. For purposes of this Section, a plan year is defined as January 1 through December 31 of the following year.

**d.** The Union is solely responsible for any and all legal compliance of their plan and the Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation of the Local 888 Health Plan.

**SECTION 3**

As In the event that the Employees select the Union sponsored Health Plan, the Company will contribute monthly for associates who elect dental only coverage through the Union. If the Union Health plan is elected, then all Employees who are in a dental only plan with the Employer must migrate to the Union dental only plan. The Employer will forward the amount specified below for the monthly cost of the dental plan for each eligible employee in the dental only plan:

<table>
<thead>
<tr>
<th>Participant Election</th>
<th>Employer Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$10.56</td>
</tr>
<tr>
<td>Employee Plus Spouse</td>
<td>$20.17</td>
</tr>
<tr>
<td>Employee Plus Child(ren)</td>
<td>$15.96</td>
</tr>
<tr>
<td>Employee Plus Family</td>
<td>$20.78</td>
</tr>
</tbody>
</table>
SECTION 5 - Trust Agreement
The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Fund, a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of said Agreement and all rules and regulations promulgated by the Fund's Board of Trustees, including, but not limited to the Fund's Policy for the Collection of Delinquent Contributions. The Employer further agrees to designate as its representative on the Board of Trustees of the Fund such Trustees as are named pursuant to said Agreement and Declaration of Trust as Employer Trustees. Capitalized terms in this Agreement not otherwise defined herein shall have the definitions set forth in the Agreement and Declaration of Trust. The Employer agrees to sign a Participation Agreement to the extent required by the Board of Trustees.

SECTION 6 - Delinquent Contributions
The Employer agrees that if it fails to make contributions to the Fund when due, the Fund’s Trustees may take whatever steps are necessary, pursuant to the Fund’s Policy for the Collection of Delinquent Contributions, to collect such contributions, and the Employer shall be liable for all costs of collecting the payments due together with attorneys’ fees, interest, penalties, liquidated damages and such other amounts as may be assessed by the Fund’s Trustees.

SECTION 7 - Audits
The Employer agrees and authorizes the Fund to perform, as it shall deem necessary, audits of the payroll and wage records of the Employer to determine whether the Employer has made the contributions in accordance with this Agreement and the collective bargaining agreement. The Employer agrees to comply with the provisions of the Trust and the Fund’s rules relating to such audits. The Employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit, including interest, liquidated damages, penalties, costs, audit cost, and fees, promptly upon demand.

SECTION 8 - Other Benefits
The Company agrees to continue to provide Life, AD&D, Short & Long Term disability coverage or substantially similar coverage’s and the Bob’s Helping Hand and Bob’s Bailout programs with the same terms and conditions at time of ratification of this agreement.

ARTICLE 26: LOCAL 888 AND EMPLOYER 401K PLAN
Company agrees to continue its 401k plan as follows:
SECTION 2

A. In the event that the employees select the Employer’s Health Care Plan, the following will apply:

B. Company Match from ratification through December 31, 2012 35% match on the first 6% of an employee’s salary contribution.

C. Company match beginning January 1, 2013 of 40% match on the first 6% of an employee’s salary contribution.

D. The Company agrees that if any further match increases should occur after the match increase in Section 1(C) above, that such increase will also be afforded to associates covered under this labor agreement.

SECTION 2

Plan documents govern all rules and eligibility. Full and Part-time associates are eligible to participate in the Employer’s 401k plan based on eligibility requirements and time-limits set-forth in the plan document.

ARTICLE 27: NO STRIKES / LOCKOUTS

SECTION 1

It is mutually agreed by the parties hereto that throughout the life of this agreement, there shall be no strikes, including sympathy strikes, lockouts, picketing, boycotts, stoppages or slowdowns of work.

SECTION 2

Any differences or misunderstanding or complaints which may arise between contracting parties with the violation, interpretation or application of the contract shall be adjusted by and between the parties themselves; and if the parties themselves cannot amicably adjust the same, then the matter shall be resolved through the grievance and arbitration procedure stated in Articles 12 & 13.

ARTICLE 28: PROTECTION OF EMPLOYEE

The Employer agrees that it will not request, require or accept any voluntary offer from any employee to take a lie detector or any similar test. The Employer agrees that it will not force any employee to take a drug test.
ARTICLE 29: SEVERANCE PAY

The Employer shall pay all Bargaining unit employees one week’s pay for every year of service if the current facility should close for any reason.

ARTICLE 30: MANAGEMENT CLAUSE

The Employer and the Union agree that, unless limited by a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Employer and the right to direct the working forces are vested exclusively in the Employer, whether exercised or not. These rights include, but are not limited to, the right to select, test, train and determine the ability and qualifications of the employees; the right to establish, modify and enforce work rules and rules of conduct for employees; the right to determine, control and change facility operations, employee assignments, the number of work shifts and schedules; the right to employ, lay off, discharge for proper cause, assign, discipline, transfer and promote employees; the right to determine the size and composition of the work force; the right to determine, control, plan and make changes in the working and training assignments, classifications and job standards; and all other rights pertaining to the operation and management of the business and the affairs of the Employer. All such rights, in addition to any of the rights, powers or authority of the Employer previously enjoyed or exercised by the Employer shall remain vested exclusively in the Employer, provided, however that none of these rights shall be exercised by the Employer contrary to any specific provision of the Agreement. The failure by the Employer to exercise any of the rights as provided above shall not be construed as a waiver of these rights nor of the right of the Employer to control, operate or manage its business. As set forth in this Article and consistent with this Agreement, the Party’s have waived further bargaining regarding subjects covered by this Agreement.

ARTICLE 31: EXISTING BENEFITS

SECTION 1

This Agreement shall not be interpreted to require diminution or discontinuance of any wages, benefits, and privileges or working conditions in excess of the provisions of this Agreement. If the Employer desires to change or discontinue corporate benefit programs such as “Bob’s Bailout Bank” or “Bob’s Helping Hand”, the Employer will give the Union as much notice as possible and opportunity to bargain.

SECTION 2

Contests/incentives at the level of an individual store or group of stores (such as a contest among four stores regarding sale of some item or category) will not trigger the obligation to bargain, provided that
company does not make decisions regarding contests that are incentive based on the organized and unorganized status of the store.

ARTICLE 32: INTERPRETATION OF AGREEMENT

The only persons qualified to interpret this agreement on behalf of the Union shall be those duly elected officers or designate of the Union who participated in the negotiations.

ARTICLE 33: SHOP CARDS

Store cards or decals of the Union shall be reasonably displayed in a prominent place in all the Employer’s facility covered by this Agreement, but these cards shall at all times remain property of the Union.

ARTICLE 34: WORK SCHEDULES

SECTION 1

The company will inform employees of their anticipated work schedule by posting a schedule document in a place that is accessible to all employees. Employer shall post a work schedule for all employees covered by this Agreement no later than two weeks prior that week. Changes may be made in this schedule in an emergency situation only, unless otherwise mutually agreed to between the employer and affected employee or employees.

SECTION 2

Employees will submit requests for consideration for personal time off two (2) weeks prior to the start of the schedule by submitting the request through the Store and/or Sales Managers. If in its sole discretion the Company decides it will not grant as many time off requests as it has received for any date or time, but decides to grant any requests, earliest submitted requests will be granted first.

SECTION 3

Employees will not arrange schedule changes among themselves without specific, prior written approval by the Store or sales manager or his or her designee.

SECTION 4

The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.
SECTION 5
The company may utilize a time recording device of its choosing. As directed by the company, employees will accurately record their own time only.

SECTION 6
The Employer shall ask for volunteers by seniority first on work days calling for more than the normal complement of employees. If not enough sales associates volunteer then additional staff shall be called in by inverse seniority.

SECTION 7
The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

ARTICLE 35: NOTIFICATION OF SALES OR TRANSFERS
If the Company decides to sell or transfer any of its operation, it will advise the Union at least sixty (60) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchaser and constitute the Employer’s sole bargaining obligation to the Union.

ARTICLE 36: DURATION OF AGREEMENT
This agreement shall be in full force and effect from January 1, 2013 until and including December 31, 2015 and unless terminated on such date by a notice to that effect given on or before November 1, 2015 shall continue thereafter until terminated by either party giving notice to the other party in writing sent by registered mail not less than sixty (60) days prior to the expiration date set forth in such notice. A meeting shall be held between the parties to discuss the matter if any such notice is given. The parties hereto agree that sixty (60) days prior to the expiration date of this agreement, they will commence negotiations regarding a new contract.

ARTICLE 37: COMPANY RULES AND POLICIES

SECTION 1
The Company has the right, in its sole discretion, to enforce its existing rules and policies so long as those rules and policies do not explicitly conflict with any provision of this Agreement.

SECTION 2
The Company has the right, in its sole discretion, to promulgate and enforce reasonable new rules and policies., with no further bargaining
obligation to the Union so long as those rules and policies do not explicitly conflict with any provision of this Agreement, and the company has provided 21 days notice to the Union and met and conferred with the union if requested.

SECTION 3

Employees The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

ARTICLE 38: ELECTRONIC MONITORING

As a matter of general policy, the parties agree that any and all electronic monitoring will give due consideration to the dignity and privacy of employees. The Company has the right to continue to operate and use existing electronic monitoring devices or programs with no further bargaining obligation to the Union, provided that the location and nature of all such devices and programs shall be given to the Union, and provided further that no auditory monitoring devices are or will be employed. The Company will comply with pertinent notice requirements. Upon notice to the Union, the Company may make reasonable modifications or additions to the existing systems.

ARTICLE 39: SEPARABILITY

If any term of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall be invalid and unenforceable, but such invalidity or unenforceability shall not affect any other term or provision of this Agreement.

ARTICLE 40: MINIMUM STANDARDS

SECTION 1

All Commissioned Sales Associates must deliver a minimum of $14.00 per hour average in each fiscal month AND maintain a four (4) percent minimum sales in Goof. The $14.00 per hour average will be computed by dividing their commission dollars by actual hours worked. The Goof percentage is the percentage of Goof Proof Sales Dollars divided by net merchandise sales dollars. Net merchandise sales is defined as total sales dollars, less Goof Sales, Mattress Pad Sales, Delivery Charges, Pit Merchandise Sales, Corporate Sales and Government orders, Business to Business orders and orders being shipped overseas.
SECTION 2

Any Sales Associate failing to make the minimum of $14.00 per hour average and a minimum of four (4) percent of Goof Sales in a fiscal month as described in Section A, shall receive a written warning. The written warning will be accompanied by extra training and assistance by management designed to improve an associate’s skills and performance and to assist them in meeting the minimum standards.

Example:
Associate delivers at $15.00 per hr and 3% Goof – Written Warning.
Associate delivers at $12.50 per hr and 5% Goof – Written Warning
Associate delivers at $12.00 per hr and 3% Goof – Written Warning

SECTION 3

Any sales associate receiving three (3) warnings in a five (5) month rolling fiscal month period shall be terminated for failing to make minimum performance standards. The rolling five (5) month period is defined as the most recently completed fiscal month and the four (4) fiscal months immediately preceding the most recent fiscal month. This Article shall be subject to Article 12, Grievance and Arbitration. The Union has the right to arbitrate any discipline imposed under this section. If the arbitrator finds the employee not to be in compliance with the rule, he/she shall have no authority to overturn or modify the discipline imposed by the Company.

SECTION 4

For the first fiscal month that this Agreement is effective, the warnings and training provisions of Section 2 will be effective; however, the termination provisions of Section 3 will not be effective. Thereafter, this Article will be fully effective. Sales Associates will start over with no minimum standards warnings and will thereafter be subject to possible termination for warnings received thereafter as provided in Section 3.
SCHEDULE “A” – Draw & Wages

Hourly employees -
• 3 PERCENT-year one
• 2 PERCENT-year two
• 2 PERCENT-year three

Commissioned Sales Associates

Overall Commission Rate – Five (5) Percent
Commission on Pit Product & Floor samples- Three (3) Percent

GOOF Proof Commission – Twenty (20) Percent No Tiers.

Pit Sales Associates
Pit Sales Commission – Three (3) Percent
Pit Sales Associates will continue to be paid at their current hourly rate, with the increases identified above as follows:

• 3 PERCENT-year one
• 2 PERCENT-year two
• 2 PERCENT-year three

Subject to a Twelve ($12.00) dollar per hour cap.
Best of Bob’s Program

For purposes of this section only, the following applies;

A. Best of Bob’s is an annual program which runs from fiscal December through fiscal November of the following year. Payout is made in December.

B. In order to qualify for Part-time, an associate must have worked 30 hrs of less per week in ten (10) of the twelve (12) months identified in “A” above.

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over $800,000</td>
<td>0.50% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $900,000</td>
<td>0.75% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>1.00% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,200,000</td>
<td>1.25% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,400,000</td>
<td>1.50% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $800,000</td>
<td>0.25% of dollars over $450,000</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>0.50% of dollars over $450,000</td>
</tr>
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<td>Over $700,000</td>
<td>1.25% of dollars over $450,000</td>
</tr>
<tr>
<td>Over $800,000</td>
<td>1.50% of dollars over $450,000</td>
</tr>
</tbody>
</table>

OFFICE EMPLOYEES

Office employees shall receive the regular annual general wage increases along with the current monthly bonuses.

OFFICE EMPLOYEES

If Store Budget achieves as follows in a fiscal month:

<table>
<thead>
<tr>
<th>Delivered Results to Store Budget</th>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 90% of Store Budget</td>
<td>$25.00</td>
<td>$12.50</td>
</tr>
<tr>
<td>Over 95% of Store Budget</td>
<td>$50.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Over 100% of Store Budget</td>
<td>$75.00</td>
<td>$37.50</td>
</tr>
<tr>
<td>Over 105% of Store Budget</td>
<td>$125.00</td>
<td>$62.50</td>
</tr>
<tr>
<td>Over 110% of Store Budget</td>
<td>$200.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
BOB’S FURNITURE STORES, LLC.

U.F.C.W. LOCAL 888

Robert W. Darby
V.P. Human Resources
12/30/12

Max Brunn
President
01/10/13
UFCW LOCAL 888
160 East Union Avenue
East Rutherford, NJ 07073

Office Hrs.:
Monday - Friday
8:00am to 4:30pm

Call Us:
Phone:
914-668-8881
800-223-1503
Fax:
914-668-8480

Web Site and Email
http://www.ufcw888.org
info@ufcw888.org
Collective Bargaining Agreement

By and Between

Bob's Discount Furniture LLC

&

United Food and Commercial Workers Union

Local 888

EFFECTIVE: Upon Written Notification of Ratification

EXPIRES: December 31, 2018
Agreement

This agreement made effective _____________ by and between BOB’s DISCOUNT FURNITURE LLC, (hereinafter referred to at the Employer or Company), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 888 United Food and Commercial Workers International Union, AFL-CIO, (hereinafter referred to as the Union) for and on behalf of the said Union and the Employees in the bargaining unit as defined below, now employed and hereafter those electing representation by the Union.

Witnesseth

WHEREAS, the parties hereto desire to establish and maintain a mutual understanding to create harmonious relations between the Employer and the Employee, and abide by this agreement.

WHEREAS, in consideration of the mutual covenants, provisions and conditions of this Agreement, and other good and valuable consideration, the parties hereto agree as follows:

Purpose

It is the purpose of the Company and the Union to set forth in this Collective Bargaining Agreement their duly negotiated understanding with each other in regards to the wages, hours and other terms and conditions of employment for those employees of the company who are, and who may become, represented by the Union in the appropriate bargaining unit defined herein.

Equal Opportunity Employment

The Company is committed to equal employment opportunity. The Company will not discriminate against employees or applicants for employment on any legally-recognized basis (“protected class”) including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state or local law.

In New Jersey, the following are a protected class: race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, civil union status, affectional or sexual orientation, gender identity or expression, genetic information, sex, atypical hereditary cellular or blood trait, nationality, refusing to submit to a genetic test or make available the results of a genetic test to an employer, disability, liability of service in the U.S. military, and religious practice or observance.

In New York, the following are a protected class: age (18 and over), race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.
Article 1

Recognition

1. The employer recognizes the Union as the exclusive representative of all full-time and part-time sales associates employed by the Employer at its facility located at 970 Route 22 East, North Plainfield, NJ 07060 as defined in NLRB Case 22-RC-067095.

2. The employer recognizes the Union as the exclusive representative of all full-time and part-time cashiers, office employees, warehouse employees and café employees, employed by the Employer at its facility located at 970 Route 22 East, North Plainfield, NJ 07060 as defined in NLRB Case 22-RC-067836.

3. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-066486.

4. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time retail café workers, retail warehouse workers, and retail office assistants employed at 1999 Broadhollow Road, Farmingdale, New York as defined in NLRB Case 29-RC-069439.

5. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 240 East Sunrise Highway, Freeport, New York as defined in NLRB Case 29-RC-065968.

6. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 7225 Woodhaven Boulevard, Glendale, New York as defined in NLRB Case 29-RC-066079.

7. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 175 Old Country Road, Carle Place, New York as defined in NLRB Case 29-RC-070483.

8. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time sales associates employed at 2500 Central Park Ave., Yonkers, New York as defined in NLRB Case 02-RC-076365.
Article 2

Union Security

SECTION 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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or dates of execution, whichever is later, shall, on the thirty-first calendar day following the beginning of such employment become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provision of Section 8(a) of the National Labor Relations Act as amended).

SECTION 2

The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

Article 3

Check Off Authorization

SECTION 1

The Employer agrees during the term of this agreement to a voluntary check off of the weekly dues and the Union initiation fee and any assessment generally applicable to all members of the Union from each employee for whom written authorization and direction is received by the Employer. The authorization form shall provide that it shall remain in effect until revoked by the employee but shall be irrevocable for a period of one (1) year from the date of the contract or from the date appearing on the form, whichever occurs later, and shall be renewed, unless revoked, for yearly periods coincident with the anniversary date therein specified.

SECTION 2

The check off notice may be revoked by written notice by registered mail to the Union and the Employer provided such notice is mailed not earlier than sixty (60) days prior to revocation date and not later than seven (7) days prior to the date which the revocation is to be effective. A revocation will be deemed invalid and the authorization will continue as herein provided unless it is conformity with the provisions of this agreement.

SECTION 3

The Employer shall transmit the monies checked off to the Union not later than the 15th day of
the first month after the month for which the dues were checked off. The Employer shall mail with the remittance a list of all bargaining unit employees hired, terminated or transferred during the preceding month.

SECTION 4

The Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation or enforcement of this Article.

Article 4

Trial Period

New employees shall be deemed to be trial period Employees for the first ninety (90) calendar days of employment with the Employer. The Company reserves the right to discipline or terminate any employee within the ninety (90) day trial period. There will be no right of appeal there from under the grievance and arbitration procedures of this contract.

All Employees who are retained by the Employer beyond the ninety (90) calendar day trial period shall be considered as “regular” Employees with seniority to be credited from the date of hire, and all of the provisions of this Agreement shall then be deemed to be in full force and effect as to each such Employee.

Article 5

General Conditions

SECTION 1. RIGHT TO REQUEST REPRESENTATION  (Weingarten Rights)

Employees who are involved in an investigative interview from which they reasonably believe discipline will result may have union representation upon request.

Reprimands will not be given on the sales floor or in front of coworkers and will be issued in the privacy of an office with only authorized personnel present.

SECTION 2 – Definition of Terms

A. **Draw Rate** as referenced for Commissioned Sales Associates throughout this document refers to the $12.00 per hour Draw Rate paid to sales associates for hours worked each week which is subject to repayment to the company at the end of each fiscal month via commission settlement.

B. **Hourly Rate** as referenced for Commissioned Sales Associates throughout this document refers to the employees average hourly earnings rate for the previous year as computed in
January of each year. This rate is determined by dividing the employee’s commissions by hours worked. The Hourly Rate is used to pay for sick/personal time, vacation time and training above and beyond the normal daily sales meetings. The Hourly Rate pay is NOT subject to repayment via commission settlement. For first year employee’s, the Hourly Rate will be $12.00 per hour up until their one year anniversary. On their anniversary, the rate will be determined based upon the above mentioned formula. After year one, their rate will be computed each January.

C. Corporate Business Days as referenced throughout the document is defined as Monday through Friday from 9am through 5pm exclusive of holidays.

SECTION 3 – Meetings for Commissioned Sales Associates

A. All Sales employees will be required to attend the daily sales meetings as scheduled by management. *(Normally 15 minutes prior to store opening Monday through Friday and 30 minutes prior to store opening Saturday and Sunday)* These meetings will be paid as part of their draw rate and subject to repayment at month end.

B. Training meetings scheduled on an employee’s normal work day in excess of the 15 or 30 minute meeting described in Article 5, Section 3(A) above will be paid at the Hourly Rate for the time of the training meeting. The employee will be paid their normal Draw Rate for the remainder of their shift for time spent on the selling floor.

C. Mandatory meetings scheduled on an employee’s normal day off will be paid at their hourly rate and NOT subject to repayment at month end. Employees will receive a minimum of 4 hours pay for such meetings in accordance with applicable state law, or for the length of the actual meeting whichever is longer.

SECTION 4. REQUEST OF INFORMATION

The Employer agrees to provide the employee and/or the Union Representative a copy of an employees’ personnel file upon request from either the employee or the Union Representative within seven (7) corporate business days of the request, except for the medical records which must be authorized by the employee in writing.

SECTION 5. STATE OF EMERGENCY

If a state of emergency is declared the following protocol will be followed;

A.) If the emergency results in the location being closed for the entire day, employee’s scheduled to work will be allowed to use any accumulated personal time for that day.
B.) If the emergency results in the location being closed early for the remainder of the day, those employees scheduled who were in attendance will receive pay for actual hours worked plus additional worked not paid time up to a total of 4 hours or actual time worked whichever is greater.

C.) If the emergency results in a delayed opening, all employees scheduled to work are expected to come in as soon as practical and will be paid for actual time worked plus additional paid not worked time up to a total of 4 hours whichever is greater.

SECTION 6 - Sundays

Summer Sundays – Beginning from the weekend after Memorial Day to the weekend after Labor Day, Sales Associates can pick any two (2) non-consecutive Sunday's off excluding Labor Day weekend or July 4th when it falls on a weekend. Employees must follow scheduling rules as set forth in Article 34 Section 2 of the contract. Management will make every effort to accommodate requests, however, in the event of multiple requests for the same day preference will be given in the following order; approved vacation requests get first precedent, earliest request dates are honored next. If an employee takes two or more vacation weeks during this period, one of the Summer Sundays will be counted as used. Summer Sunday’s are unpaid; however, an employee may use available personal time for that day. Subject to the scheduling requirements noted above in this section, Sales Associates may also pick a total of two (2) non-consecutive, non-Holiday weekend Sundays off during the periods beginning the second weekend after Labor Day to the weekend before President’s Day and beginning the first weekend in April to the weekend before Memorial Day. Requests are subject to Management's determination of the needs of the business.

SECTION 7 - Staffing

The company has sole discretion on the number of associates hired. The Employer will provide quarterly reports for each store of monthly sales and monthly sales personnel staffing (full-time and part-time and person hours). On the Union's request, the parties will meet to discuss the level of staffing. The Union acknowledges the confidentiality of sales numbers and will treat them accordingly.

SECTION 8 - SALES PROTECTION

A. A sale is not completed until paid in full and possession of the items sold is taken by the customer either through the delivery or pick-up process. Commissions are paid solely on delivered and picked up items.

B. Any completed sale returned within (60) sixty days will be charged back against the sales associate who made the original sale. In case of exchange or reselection, the sale will be directed to the original sales associate unless he or she is not working; in that case the commission on the new sale or exchange will be split equally between the original sales associate and the associate who assists the customer with the new sales transaction.
C. Web Sales
   a. All web sales shall be given to sales associates on a rotating and equitable basis beginning with most senior associate and rotating through the seniority list from top through the bottom and shall include all full-time and part-time sales associates on the active payroll.
   
b. When a particular sales associate is named by a customer in the web-sale the web sale shall be directed to him/her immediately if on duty at the time the sale comes in. If the named sales associate is not on duty on the day the sales comes in then the sale is directed to the next appropriate salesperson on the rotation list and any commission is split equally between the appropriate sales associate on the rotation list and the named associate. The rotation list shall be posted publicly, monitored and kept current.
   
c. In case of exchange or reselection, the commission on the new sale or exchange will be split equally between the original sales associate and the new sales associate.

SECTION 9- EMPLOYEE TRAVEL

The Company’s travel policy will prevail in all instances where employees are required to travel as part of their work assignment.

SECTION 10-EMPLOYEE WARNINGS

All disciplinary warnings will become a permanent part of an employee record. However, after a twelve (12) month period all oral and written warnings and reprimands cannot be used to progressive discipline an employee.

SECTION 11- VOLUNTARY TRANSFERS

All Employee transfers will be made by request, and will be subject to the Company’s policies. Under no circumstances should employee transfers be used as a punitive or disciplinary tool against employees. Employees transferred within the bargaining unit, will maintain their seniority.

Section 12 - VALID QUOTES

Quotes provided to customers must be recorded in the Store’s information system as directed by Store management, must be signed off by the Store Manager or a Sales Manager and must be written while the customer is in the store affording the manager the opportunity to take a turnover (T.O.) if he/she so chooses. Quotes which satisfy the above criteria will be valid for a period of fourteen (14) days.

Valid quotes converted within the fourteen (14) day period shall be given to the originating salesperson at full-commission if he or she is on-duty when the customer returns to the store. If the sales associate is off-duty or unavailable for the returning customer, or the sales order is changed in any way, only then will the commission be split 50/50 with the new sales associate.
Quotes which do not satisfy the criteria set out above, or quotes which are older than fourteen (14) days and which result in a sale will be treated as the sole sale of the associate handling the transaction at time of sale.

Section 13 - OPEN ORDERS/RESELECTIONS

All Sales Associates must direct any customer coming into the store with an open order/reselection to the original salesperson if he or she is on duty and available. There will be no Commission splits unless the original salesperson is off-duty that day or unavailable regardless of information provided to the associate by the customer.

Article 6

No Individual Agreements

The employer will not enter into any individual agreement with any employee covered by this agreement which differs from the terms of this agreement, excluding accommodation required and/or protected under state, federal or local law, and excluding arrangements that the union shall approve. The parties agree that favoritism will not be shown in making such arrangements.

Article 7

Reduction in Wages

There shall be no reduction in wages or compensation for any employee as a result of the adoption of this Agreement.

Article 8

Seniority

SECTION 1

A. Seniority is defined as the length of continuous employment from the bargaining unit member’s most recent date of hire.

B. When an employee is promoted, transferred or demoted, he/she shall carry forward his full seniority rights.

SECTION 2

Seniority shall prevail except as otherwise further specified in this agreement.

SECTION 3

The company will present the Union an annual seniority list on or before January 1st of each year showing the employee’s name, classification (FT/PT), Job Title and date of hire.
SECTION 4

Whenever a Full-time job vacancy occurs within an employee’s classification, that full-time job shall be offered to the most senior part-time employee. If a full time position vacancy occurs outside an employee’s classification, the position will be first offered to qualified part-time employees. However, if there are multiple part-time employees equally qualified, seniority shall prevail.

Article 9

Layoff and Recall

SECTION 1

Layoffs may be implemented by the Company after providing seven (7) calendar days notice to the Union.

SECTION 2

For all Commissioned Sales Associates, probationary employees will be laid off first. After probationary employees, the Company will select unit employees to be laid off by seniority for associates with two (2) years of seniority or less. If further layoffs are necessary, layoffs will be based on the average of the past three (3) years job performance in regards to sales. Seniority will control if employees are otherwise equal with the least senior employee being laid off.

SECTION 3

For all Hourly Associates, layoff will be based on seniority. Probationary employees will be laid off first followed by seniority. In the event of equal seniority where not all will be laid off, the determination will be made based on the employee’s ID (payroll) number with the highest number laid off first.

SECTION 4

It is the sole responsibility of laid off employees to provide the Company with their current address. The Company will notify an employee of recall by a phone call first followed by certified mail and regular mail to his or her address of record with the Company with a copy to the union. If an employee does not report to the Human Resources Department of the Company within five (5) days of receipt or seven (7) days of mailing of the notification letter, that employee’s recall rights will extinguish and he or she will be terminated unless he or she is absent due to extra ordinary circumstances.

SECTION 5

When in its sole discretion, the Company decides to recall employees; recall will be accomplished in reverse order of layoff. Laid off employees have recall rights for twelve (12) months from the date of layoff. If the employees are re-called to work within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.
SECTION 6

Full-time employees laid off because of lack of work shall be offered part-time work if part-time work is available even if this means replacing least senior part-time employees. The full-time employee who accepts temporary part-time work will be given first preference for full-time work when it becomes available. All other employees on lay-off shall be recalled by inverse seniority.

SECTION 7

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

Article 10

Leave of Absence

SECTION 1

The company will comply with all applicable Federal and State FMLA laws regarding leaves of absence. In all cases of Leaves of Absence, employees will be required to use any available paid time off first. Paid time off will run concurrently with applicable State and Federal FMLA time.

SECTION 2

In the event that an employee does not qualify for Federal or State FMLA leave, the Employer may at its sole discretion, provide up to 8 weeks leave without pay.

SECTION 3

The Employer or its contracted agent has the sole authority to approve or disapprove a leave.

SECTION 4

Sick, vacation or personal time accrues while an employee is on leave. Seniority rights continue to accrue.

SECTION 5

Employees on leave are still responsible for their benefit contributions if any in their absence and arrangements will be made for them to pre-pay while out or for a payment repayment schedule to be arranged upon their return. In no instance will an employee who has failed to return to active duty status be allowed to maintain benefits once their State or Federal FMLA period has expired. In such instances, employees will be offered coverage through COBRA where applicable.

SECTION 6

All Military Leaves will comply with applicable State and Federal Law (USERRA).
ARTICLE 11

DISCHARGE AND DISCIPLINE

No employee shall be discharged or disciplined without just cause. In the event of a discharge, the employer must notify the Union in writing within three (3) working days of such discharge.

The Parties subscribe to the principles of progressive discipline. The parties recognize that there are circumstances when it is appropriate to utilize more serious discipline up to and including discharge without first applying lesser discipline.

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding loss of Job or loss of pay only will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

Article 12

Grievance and Arbitration Procedure

Section 1

In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this article shall be followed.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute or complaint arising out of the application, performance, breach or interpretation of any of the specific provisions of this Agreement and shall be processed in the following manner:

Step 1: In the event of any grievance, the Union will notify the Company of such grievance within thirty (30) days of the date of its occurrence. The Employee and the Union Steward and/or Business Agent and the Store Manager and/or another manager will meet to adjust the grievance within 5 business days. In the case of termination grievances only, the Union may bypass the Step 1 meeting and go directly to the meeting set out in Step 2 of this Article. For the purposes of this Article, business days are defined as Monday through Friday from 9am until 5pm., exclusive of holidays.

Step 2: If the grievance is not settled in Step One within ten (10) days, the Union Business Agent shall submit the grievance in writing within five (5) business days with the Human Resource Representative and attempt to settle the grievance. The parties will meet within 5 business days of the received written grievance to attempt to settle the grievance.
Step 3: In the event that the Employer and the Union are unable to resolve the grievance and/or dispute at Step 2 as set forth above, then either party may request arbitration of said grievance by serving upon the other party no later than thirty (30) days following the date of the last discussion, a written request for arbitration to the American Arbitration Association and the matter will be governed in accordance with the rules of the American Arbitration Association.

Section 3
Employees may not bring a grievance to arbitration. All filings for arbitration must be filed by the Union or the Employer.

Section 4
The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions set-forth in this agreement.

Section 5
The decision of the arbitrator shall be final and binding on all parties.

Section 6
The fee and expenses of the arbitrator shall be born one-half by the employer and one-half by the Union.

Section 7
No employee shall be disciplined or discharged except for just cause.

Section 8
The time limits set out in this Article can be extended by written mutual agreement of the Parties.
Article 13

Expedited Arbitrations

The parties agree to establish an expedited arbitration procedure for discharge and other cases when the parties agree to expedite a non-disciplinary grievance. Under the expedited procedure the parties agree to utilize the arbitrator in the following panel who is able to hear the case within the shortest period of time. Either party may exclude an arbitrator who has heard the most recent arbitration between Bobs Discount Furniture and the Union. The arbitrators in the panel shall be:

<table>
<thead>
<tr>
<th>Howard Edelman</th>
<th>Robert Herzog</th>
<th>Elliot Shriftman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Zausner</td>
<td>Martin Scheinman</td>
<td></td>
</tr>
</tbody>
</table>

By mutual agreement of the parties the panel can be changed at any point during the term of the agreement and by mutual agreement of the parties, an arbitrator who is not on the panel can be used for any particular arbitration.

Article 14

Hours of Work

SECTION 1

The regular workweek for all employees will be Monday through Sunday.

SECTION 2

Full-Time Employment is defined as working an average of 30 hours per week, for determining benefits eligibility. This will be measured quarterly by dividing hours worked, including vacation, personal time used and overtime hours. Employee’s will not be penalized for approved LOA time in a previous quarter.

SECTION 3

All Full-time employees will normally be scheduled for a minimum of 40 hours per week including weekends, not including lunch breaks. Vacation and personal time only will count toward the 40 hours of scheduled time.

SECTION 4

The hours of work determining the status of a part-time employee shall be; less than thirty (30) hours per week.

SECTION 5

Part-Time employees will normally be offered a minimum of 2 days per week/sixteen (16) hours, including a minimum of one weekend day. Vacation and personal time off requests only will count towards the minimum and maximums each week.
SECTION 6

All Full and Part-time associates are normally expected to work weekends and holidays except when the company is closed. (Currently, Thanksgiving, Christmas and Easter).

SECTION 7

Meals and Breaks- Any associate scheduled for a four hour shift, will receive one (1) fifteen minute paid break during their shift. Any associate scheduled for a shift longer than 6 hours will receive one fifteen paid break and one (1) 30 minute unpaid meal break. All employees scheduled for a shift longer than 6 hours must take the unpaid meal break and punch out. Any associate schedule for a shift longer than 8 hours will receive a second 15 minute break. Any associate scheduled for 10 hours or longer, will receive two (2) fifteen minute paid breaks and two (2) 30 minute unpaid meal breaks. The meal breaks should not be within the first 1.5 hours of their shift or the last 1.5 hours of their shift. Any associate scheduled to work 12 hours will receive an additional 15 minute paid break. The 15 minute paid break periods should be a consecutive break period and should not be divided into shorter more frequent time periods. The immediate supervisor is responsible for approving the scheduling of meal time and breaks.

Article 15

Overtime & Additional Hours

SECTION 1 Definition

Overtime is defined as hours worked in a week in excess of forty (40). Vacation, sick, holiday and personal time is NOT considered when determining overtime hours. For Commissioned Sales Associates, overtime is paid at draw rate and one-half and is subject to fiscal monthly commission settlement. For non-Commissioned Associates covered by this agreement, overtime hours are paid at time and one-half their normal hourly rate for hours worked in a week in excess of forty (40).

SECTION 2 Distribution of Additionally Scheduled Hours

For purposes of this Section, Additionally Scheduled Hours are defined as extra hours scheduled in advance due to business conditions or if an associate is called into work on a given day due to an unforeseen business situation.

A. Additionally Scheduled Hours will be distributed on a rotating seniority basis. Additionally Scheduled Hours will be offered first to the most senior employee, and if he or she rejects the additional hours to the next senior employee, and so on, until the additional hours are accepted. The next Additional Scheduled Hours opportunity will be offered to the employee next lower in seniority than the employee who accepted the previous opportunity. When the bottom of the list is reached, offering will continue from the top of the list.

B. Illustrative example: Assuming the list of employees in seniority order from (for example) 1 through 20, additional scheduled hours will be offered to #1, then #2, then #3 and so on.
Assume that employee #7 accepts. The next opportunity will be offered to #8, then #9 and so on. Assume that an opportunity is offered first to #17, then #18, then #19 and then #20, and is rejected. Such opportunity will thereupon be offered to #1, then #2 and so on.

C. In any case when additional scheduled hours have been offered to and rejected by the entire list, the least senior employee(s) will be mandated to cover the work.

SECTION 3 Non-scheduled Additional time

In the event that a sales associate is asked to stay over his or her shift by the manager, (non-scheduled additional time) that sales associate; (in the event that the associate makes no sales during this non-scheduled additional time period) will be paid for this non-scheduled extra period at their hourly rate, which shall not be subject to reimbursement at the end of the month. If the sales associate closes any sales during this extra period, then they will receive their commission for the sale(s) and be paid at their draw rate, as long as the commission for the sale(s) is greater that the employee’s hourly rate for the Non-scheduled additional time worked.

Article 16

Miscellaneous

SECTION 1- Election Days

A. Upon advance request of the Union or an employee, the Employer will arrange the work schedule for a Federal, State or Local government election day so that those employees, who would not otherwise be able to, shall have an opportunity to vote.

B. On advance notice those employees who are requested by their county board of elections to serve as an inspector at their polling place shall have an opportunity to serve.

SECTION 2- Employee Discount Program

A. The Employer will provide a 30% discount for original priced items to all its’ employees during the life of this agreement. Delivery services and taxes are at regular prices and are not subject to discount.

B. Employees are entitled to purchase pit merchandise at the price it is marked in the pit. No additional discounts or considerations may be applied.

C. All employee sales must be for the use of the employee making the purchase. Employee discounts must not be made for friends, relatives or others.
SECTION 3- Customer Commendations

Commendations received from customers for a particular employee providing good service shall be placed in that employee's permanent file.

SECTION 4- Equipment

A. The Employer shall provide the necessary tools and equipment to employees working in the warehouse at no cost to the employee, to allow him/her to properly and safely perform their job and protect the products.

B. The Company will reimburse warehouse associates for the actual cost of safety approved work-boots up to $100.00 once per year.

**Article 17**

**Holidays**

SECTION 1 Hourly Employees

A. For hourly, non-sales associates, the Company recognizes the following paid holidays regardless of the day of the week upon which they fall:

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Easter</th>
<th>Memorial Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Employee Birthday</td>
<td></td>
</tr>
</tbody>
</table>

B. Stores are closed on the Easter, Thanksgiving and Christmas Day Holidays. However, stores are open for business on the remaining paid holidays. Non Sales employees will be paid for all hours worked on these days. In addition, based on the criteria listed below, non-sales employees employed a minimum of thirty (30) days will be paid at 8 hours Holiday Pay for full-time and 4 hours Holiday Pay for part time non-sales employees.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.

D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.
E. Full-time, hourly employees covered under this Agreement may request from management for the holiday weeks in which Memorial Day, Independence Day and Labor Day fall, to be scheduled for their normal forty (40) hours plus receive qualified holiday pay as specified under Sub-Sections B & D of this Section and this Article.

Requests must be made in accordance with Article 34 of this agreement including Section 2 requiring such requests to be made a minimum of two weeks in advance of the applicable holiday week. Management will not unreasonably deny such requests but has sole discretion in determining the number of requests which may be granted based upon the anticipated business needs of the store. In the event that management can accommodate some of the requests submitted but not all, then consideration will be given based upon seniority as defined in Article 8 of this Agreement.

SECTION 2 Commissioned Sales

A. Commissioned Sales Associates will receive the following paid holidays regardless of the day of the week upon which they fall:

<table>
<thead>
<tr>
<th>Easter Sunday</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas Day</td>
<td>Employee Birthday</td>
</tr>
</tbody>
</table>

In addition to the Holidays listed above in this Section, Sales Associates will receive Three (3) Floating Holidays per contract year. Requests by Sales Associates to take Floating Holidays must be made in accordance with Article 34 Section 2 of this Agreement. Management will not unreasonably deny such requests but has sole discretion in determining the number of requests which may be granted based upon the anticipated business needs of the store. In the event that management can accommodate some of the requests submitted but not all, then consideration will be given based upon seniority as defined in Article 8 of this Agreement. Floating Holidays must be used within each contract year and may not be carried over and will not be forfeited without pay if unused.

B. Commissioned Sales Associates employed a minimum of thirty (30) days will be paid at 8 hours for full-time and 4 hours for part time at their hourly rate and not subject to repayment.

C. Employee Birthday is to be used within a thirty (30) day period of the Employee’s actual Birthday and should be requested and approved in advance in accordance with Article 34 Section 2 of this agreement.
D. In order to qualify for holiday pay, an employee must work their scheduled day before, after and inclusive of the holiday (if applicable). Exceptions will be made for qualified bereavement and jury duty, serious accident or serious illness, and preapproved excused absences only. In cases of serious accident or illness, documented proof of accident or illness such as a police report or doctors note will be required.

SECTION 3

Holiday pay is paid as straight time and is not used in computing weekly overtime. Hours worked on holidays are paid as straight time with time and a half for time worked over forty (40) hours in the week in which the holiday falls.

Article 18

Vacations

Section 1

All Full-Time and Part-Time employees shall be eligible for paid vacations on their anniversary date of employment on the following basis:

1st anniversary date of continuous employment – two (2) week’s vacation
5th anniversary date of continuous employment - three (3) week’s vacation
10th anniversary date of continuous employment - four (4) week’s vacation

SECTION 2

Employees who leave the Company before using their earned vacation time will be paid for any unused vacation time except in cases of termination for dishonesty.

SECTION 3

Employees shall receive vacation on a first come, first serve basis. If there are multiple requests for the same time period made on the same day and not all vacation requests may be granted due to staffing needs, requests will be approved based on seniority. In no event shall an employee whose vacation has already been approved be bumped due to seniority.

SECTION 4

The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.

SECTION 5

Employees will receive their average hours worked from the previous calendar year on a weekly basis as a week’s pay. This is determined by dividing total of all hours worked and vacation, sick pay by
52 weeks up to a maximum of 40 hrs. per week. This will be computed in January of each calendar year. For first year anniversary employees, the average hours will be computed on their anniversary date for that year and in subsequent years in January in accordance with the provisions listed above. Vacation pay for Commissioned and Pit Sales Associates is paid at the Hourly Rate as defined in Article 5 Section 2B.

Section 6

If the employee cannot take his/her scheduled and approved vacation by the end of the year due to the Employer’s request, the employee shall be allowed to carry over their remaining unused but previously approved vacation to the next anniversary year.

Article 19

Bereavement

SECTION 1

A. In year one (1) of the contract. All Full-time and Part-time employees regardless of length of employment are eligible for three (3) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.

B. Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for four (4) paid days for the death of an immediate family member for days of work missed that the employee was otherwise scheduled to work. Members of the immediate family include: spouses, civil union partners, domestic partners, parents, brothers, sisters, children, step-children, children of domestic partners, grandchildren, grandparents or grandparents in-law, parents-in-law and parents of domestic partners.

SECTION 2

A. In year one (1) of contract. All Full-time and Part-time employees regardless of length of employment are eligible for one (1) paid day to attend the funeral of aunts, uncles, nieces and nephews.

B. Beginning year two (2) of the contract and in subsequent years, all Full-time and Part-time employees regardless of length of employment are eligible for two (2) paid days to attend the funeral of aunts, uncles, nieces and nephews.
SECTION 3
A. The Company will allow for the use of personal time or unpaid Leave of Absence for additional days beyond time allowed in Section 1 or Section 2 above to attend services of other family members not included in above or for travel and grievance time required beyond the normal paid time.

B. Full-time hourly employees will be paid 8 hours for each day at their normal hourly rate for each day. Part-time employees will receive 4 hours pay for each day at their normal hourly rate. Commissioned sales associates will be paid at their hourly rate of pay as defined in Article 5 Section 2 (b) based on Full or Part-time status.

C. Requests for bereavement should be made to the immediate supervisor as soon as possible. Proof of loss such as an obituary may be required.

Article 20

Sick and Personal Time

SECTION 1. New Employee’s

A. All new full-time and part time employees are entitled to one (1) sick/personal day for each three (3) month period they work, up to a total of four (4) sick/personal days per year. Sick/personal days are allocated as follows; after 3 months one day, after six months one day, after nine months one day and after the ten month one day. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

B. After one year of service and every year thereafter on an employee’s anniversary date, employees will receive four (4) sick/personal days.

C. Beginning 2013, at their one year anniversary and every year thereafter on their anniversary date, employees will receive (5) five sick/personal days. Unused sick/personal days are forfeited at the employee’s anniversary date. No carryover or accumulation of sick days is allowed.

SECTION 2. Employee’s With One Year of Service or More

A. Sick/Personal Day pay is determined by dividing the employee’s average weekly hours by five, up to a maximum of 8 hours. Average weekly hours are determined annually at the employee’s anniversary date or in the case of employees under one year of service by computing their average weekly hours to date.

B. The Employee must provide at least two (2) weeks advance notice of his/her intent to take a personal holiday. Such approval shall not be unreasonably withheld.
C. Employees are required to notify their supervisor at least sixty (60) minutes in advance of the start of their scheduled workday when absent from work. If the supervisor is unavailable, the employee must leave a contact number. A doctor’s note must be presented upon request for any sick leave absence longer than three (3) days or for sick days used on an employee’s regular scheduled workday immediately before or after a holiday.

Article 21

Jury Duty

SECTION 1
Employees who perform jury duty service shall receive their regular wages for jury service for scheduled days/hours missed in the course of jury duty service.

SECTION 2
Employees must promptly provide notice of their upcoming jury service to their immediate supervisors and must supply proof of service for each day or portion of a day of jury service.

SECTION 3
Employees are required to report for work whenever court is not in session.

SECTION 4
The Company will continue to provide any applicable health insurance benefits during a leave for jury duty subject to normal payroll deductions.

Article 22

Union Activity

SECTION 1
A Shop Steward shall be appointed by the Union for each bargaining unit and under no circumstances shall an employee be discriminated against because of union activity. The Shop Steward shall be allowed one (1) day off per year, with pay at their hourly rate, for attendance of the Local 888 annual Shop Stewards Seminar.

SECTION 2
In the event of reduction of working force, the Shop Steward shall be the last person laid off. In the event of a recall, the shop steward shall be the first person recalled. The Union shall have the right to post notices related to union business on a specific designated bulletin board, which shall be provided by the Employer. Said bulletin boards shall be posted in the employee break room.
Article 23
Visitation

SECTION 1
Any official representatives of the Union shall have the right to visit the Employer's premises during working hours.

SECTION 2
In all instances, Union Representatives will first announce their presence to the Manager on duty. Union Representatives will not interfere with customer interaction. Substantial union business, such as administration and enforcement of this agreement and grievances will not be discussed on sales floor. The company shall provide space where Union Representatives can meet with employees for such purposes.

Article 24
Bargaining Unit Work Clause

SECTION 1
When a member of management does perform and assist in a sale with the Sales Associate, the sale and commission shall be given to the Sales Associate involved. In the event of multiple Sales Associates involvement, the commission will be split between the Sales Associates involved with the customer.

SECTION 2
Employee purchases and direct corporate sales will be directed to management for process and approval and will not be subject to commission or directed to sales staff for processing.

SECTION 3
Commission will be paid to a sales associate following the seniority list for a sale made by a member of management in which there was no sales associate involvement following the same procedure and order as defined in Article 5 Section 8 Item C Regarding Web Sales.

Article 25
Health and Welfare

All language regarding Health and Welfare Benefits in this Article pertain to Active.

Full-Time Employees ONLY unless otherwise specified

SECTION 1 HEALTHCARE (Premium Prices reflect Health, Dental and Vision Benefits)

A) Full Time Employees Benefits: The Company will forward the amount set out below as "Employer Contribution" for the monthly cost of group health insurance benefits in the UFCW Local 888 Health Care Fund for each eligible participating full-time bargaining unit employee (as defined below) on the first day of the month following the Employee's
completion of 60 days of employment with the Employer. Each eligible participating full-time bargaining unit employee shall contribute toward the cost of participation in the Local 888 Health Care Fund through weekly payroll deductions in the amount set out below as “Employee Contribution”.

B) Eligible participating full-time bargaining unit employee as the term is used in this Article is defined as a member of the bargaining unit who is full time as that term is used in this Agreement, who has completed 60 days of active service, and for whom the Union has provided the appropriate notice via a signed enrollment card to the Company Benefits Department at 428 Tolland Tpke., Manchester CT. 06042.

C) The Employer agrees to forward to the Local 888 Health Fund an aggregate of Employer and eligible participating full-time bargaining unit employee contributions for participation in all such group insurance plans to be maintained and administered by the Local 888 Health Fund. Contributions and the supporting remittance report (collectively referred to herein as Contributions) are due on the 15th day of month following the end of the month for which such contributions are due (either date to be referred to as the Due Date). The aggregate monthly cost for participation in the Local 888 Health Fund shall not exceed the amount specified as follows for the corresponding monthly periods:

**Effective Rates From Ratification through December 31, 2018**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$391.99</td>
<td>403.75</td>
<td>415.87</td>
<td>$119.25 / $27.52</td>
<td>$511.24</td>
<td>$523.00</td>
<td>$535.12</td>
</tr>
<tr>
<td>Emp &amp; Spouse</td>
<td>$578.39</td>
<td>$595.74</td>
<td>$613.62</td>
<td>$355.99 / $82.16</td>
<td>$934.38</td>
<td>$951.73</td>
<td>$969.31</td>
</tr>
<tr>
<td>Emp/Child(ren)</td>
<td>$881.86</td>
<td>$908.32</td>
<td>$935.57</td>
<td>$344.24 / $79.44</td>
<td>$1,226.10</td>
<td>$1,252.56</td>
<td>$1,279.81</td>
</tr>
<tr>
<td>Emp/ Family</td>
<td>$1,244.45</td>
<td>$1,281.78</td>
<td>$1,320.24</td>
<td>$501.31 / $115.69</td>
<td>$1,745.76</td>
<td>$1,783.09</td>
<td>$1,821.55</td>
</tr>
</tbody>
</table>

D) The Union is solely responsible for compliance with the terms of the Fund and the Union agrees to indemnify and hold harmless the Company from any and all claims, costs, liability and defense expense that may arise in the course of implementation of the Local 888 Health Plan.

SECTION 2 Dental Only Benefits

Full-time bargaining unit members who have completed 60 days of service and who do not elect coverage in the healthcare coverages in Section 1 above, may select dental only benefit coverage. The
Company will forward the amount specified below for each eligible and participating employee enrolled in dental only coverage.

<table>
<thead>
<tr>
<th>Participant Election</th>
<th>Employer Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$10.56</td>
</tr>
<tr>
<td>Employee Plus Spouse</td>
<td>$20.17</td>
</tr>
<tr>
<td>Employee Plus Child(ren)</td>
<td>$15.96</td>
</tr>
<tr>
<td>Employee Plus Family</td>
<td>$20.78</td>
</tr>
</tbody>
</table>

SECTION 3 Trust Agreement

The Employer agrees to sign a Participation Agreement to the extent required by the Board of Trustees.

SECTION 4 Delinquent Contributions

The Employer agrees that if it fails to make contributions to the Fund when due, the Fund’s Trustees may take whatever steps are necessary, pursuant to the Fund’s Policy for the Collection of Delinquent Contributions, to collect such contributions, and the Employer shall be liable for all costs of collecting the payments due together with attorneys’ fees, interest, penalties, liquidated damages and such other amounts as may be assessed by the Fund’s Trustees.

SECTION 5 Audits

The Employer agrees and authorizes the Fund to perform, as it shall deem necessary, audits of the payroll and wage records of the Employer to determine whether the Employer has made the contributions in accordance with this Agreement and the collective bargaining agreement. The Employer agrees to comply with the provisions of the Trust and the Fund’s rules relating to such audits. The Employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit, including interest, liquidated damages, penalties, costs, audit cost, and fees, promptly upon demand.

SECTION 6 Other Benefits

The Company agrees to continue to provide Life, AD&D, Short & Long Term disability coverage or substantially similar coverage’s and the Bob’s Helping Hand and Bob’s Bailout programs with the same terms and conditions at time of ratification of this agreement.
Article 26

Employer 401k Plan

Company agrees to continue its 401k plan as follows:

SECTION 1

A. The Employer shall continue its 401k plan or a substantially similar plan. The Employer shall not make any changes to the employee’s funds or percentages without his/her express permission except where required by either 401k plan rules or where fiduciary duties require such. The Company agrees to the following match schedule:

B. Beginning at ratification the Company will match Fifty Percent (50%) of the first Six Percent (6%) of an employee’s salary contribution.

C. The Company agrees that if any further match increases should occur after the match increase in Section 1(C) above, that such increase will also be afforded to associates covered under this labor agreement.

SECTION 2

Plan documents govern all rules and eligibility. Full and Part-time associates are eligible to participate in the Employer’s 401k plan based on eligibility requirements and time-limits set-forth in the plan document.

Article 27

No Strikes / Lockouts

SECTION 1

It is mutually agreed by the parties hereto that throughout the life of this agreement, there shall be no strikes, including sympathy strikes, lockouts, picketing, boycotts, stoppages or slowdowns of work.

SECTION 2

Any differences or misunderstanding or complaints which may arise between contracting parties with the violation, interpretation or application of the contract shall be adjusted by and between the parties themselves; and if the parties themselves cannot amicably adjust the same, then the matter shall be resolved through the grievance and arbitration procedure stated in Articles 12 & 13.
Article 28

Protection of Employee

The Employer agrees that it will not request, require or accept any voluntary offer from any employee to take a lie detector or any similar test. The Employer agrees that it will not force any employee to take a drug test.

Article 29

Severance Pay

The Employer shall pay all Bargaining unit employees one week’s pay for every year of service if the current facility should close for any reason.

Article 30

Management Clause

The Employer and the Union agree that, unless limited by a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Employer and the right to direct the working forces are vested exclusively in the Employer, whether exercised or not. These rights include, but are not limited to, the right to select, test, train and determine the ability and qualifications of the employees; the right to establish, modify and enforce work rules and rules of conduct for employees; the right to determine, control and change facility operations, employee assignments, the number of work shifts and schedules; the right to employ, lay off, discharge for proper cause, assign, discipline, transfer and promote employees; the right to determine the size and composition of the work force; the right to determine, control, plan and make changes in the working and training assignments, classifications and job standards; and all other rights pertaining to the operation and management of the business and the affairs of the Employer. All such rights, in addition to any of the rights, powers or authority of the Employer previously enjoyed or exercised by the Employer shall remain vested exclusively in the Employer, provided, however that none of these rights shall be exercised by the Employer contrary to any specific provision of the Agreement. The failure by the Employer to exercise any of the rights as provided above shall not be construed as a waiver of these rights nor of the right of the Employer to control, operate or manage its business. As set forth in this Article and consistent with this Agreement, the Party’s have waived further bargaining regarding subjects covered by this Agreement.
Article 31

Existing Benefits

SECTION 1
This Agreement shall not be interpreted to require diminution or discontinuance of any wages, benefits, and privileges or working conditions in excess of the provisions of this Agreement. If the Employer desires to change or discontinue corporate benefit programs such as “Bob’s Bailout Bank” or “Bob’s Helping Hand”, the Employer will give the Union as much notice as possible and opportunity to bargain.

SECTION 2
Contests/incentives at the level of an individual store or group of stores (such as a contest among four stores regarding sale of some item or category) will not trigger the obligation to bargain, provided that company does not make decisions regarding contests that are incentive based on the organized and unorganized status of the store.

Article 32

Interpretation of Agreement

The only persons qualified to interpret this agreement on behalf of the Union shall be those duly elected officers or designate of the Union who participated in the negotiations.

Article 33

Shop Cards

Store cards or decals of the Union shall be reasonably displayed in a prominent place in all the Employer's facility covered by this Agreement, but these cards shall at all times remain property of the Union.

Article 34

Work Schedules

SECTION 1
The company will inform employees of their anticipated work schedule by posting a schedule document in a place that is accessible to all employees. Employer shall post a work schedule for all employees covered by this Agreement no later than two weeks prior that week. Changes may be made in this schedule in an emergency situation only, unless otherwise mutually agreed to between the employer and affected employee or employees.
SECTION 2

Employees will submit requests for consideration for personal time off two (2) weeks prior to the start of the schedule by submitting the request through the Store and/or Sales Managers. If in its sole discretion the Company decides it will not grant as many time off requests as it has received for any date or time, but decides to grant any requests, earliest submitted requests will be granted first.

SECTION 3

Employees will not arrange schedule changes among themselves without specific, prior written approval by the Store or sales manager or his or her designee.

SECTION 4

The Company will post a calendar each January with a list of blackout periods during which limited time off requests will be honored.

SECTION 5

The company may utilize a time recording device of its choosing. As directed by the company, employees will accurately record their own time only.

SECTION 6

The Employer shall ask for volunteers by seniority first on work days calling for more than the normal complement of employees. If not enough sales associates volunteer then additional staff shall be called in by inverse seniority.

SECTION 7

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

Article 35

Notification of Sales or Transfers

If the Company decides to sell or transfer any of its operation, it will advise the Union at least sixty (60) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the purchaser and constitute the Employer’s sole bargaining obligation to the Union.
Article 36

Duration of Agreement

This agreement shall be in full force and effect from written notification by the Union to the Company of ratification until and including December 31, 2018 and unless terminated on such date by a notice to that effect given on or before November 1, 2018 shall continue thereafter until terminated by either party giving notice to the other party in writing sent by registered mail not less than sixty (60) days prior to the expiration date set forth in such notice. A meeting shall be held between the parties to discuss the matter if any such notice is given. The parties hereto agree that sixty (60) days prior to the expiration date of this agreement, they will commence negotiations regarding a new contract.

Article 37

Company Rules and Policies

SECTION 1

The Company has the right, in its sole discretion, to enforce its existing rules and policies so long as those rules and policies do not explicitly conflict with any provision of this Agreement.

SECTION 2

The Company has the right, in its sole discretion, to promulgate and enforce reasonable new rules and policies., with no further bargaining obligation to the Union so long as those rules and policies do not explicitly conflict with any provision of this Agreement, and the company has provided 21 days notice to the Union and met and conferred with the union if requested.

SECTION 3

The parties recognize this article will survive the expiration of this Agreement and remain in effect until the parties enter into a successor agreement or their collective bargaining relationship ends. The parties further recognize that disputes regarding the implementation of this article will be subject to the Grievance and Arbitration Procedure of this agreement during such period of survival beyond expiration of this agreement.

Article 38

Electronic Monitoring

As a matter of general policy, the parties agree that any and all electronic monitoring will give due consideration to the dignity and privacy of employees. The Company has the right to continue to operate and use existing electronic monitoring devices or programs with no further bargaining obligation to the Union, provided that the location and nature of all such devices and programs shall be
given to the Union, and provided further that no auditory monitoring devices are or will be employed. The Company will comply with pertinent notice requirements. Upon notice to the Union, the Company may make reasonable modifications or additions to the existing systems.

Article 39

Separability

If any term of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall be invalid and unenforceable, but such invalidity or unenforceability shall not affect any other term or provision of this Agreement.

Article 40

Minimum Standards

SECTION 1

All Commissioned Sales Associates must deliver a minimum of $15.00 per hour average in each fiscal month AND maintain a four and one half (4 1/2) percent minimum sales in Goof. The $15.00 per hour average will be computed by dividing their commission dollars by actual hours worked. The Goof percentage is the percentage of Goof Proof Sales Dollars divided by net merchandise sales dollars. Net merchandise sales is defined as total sales dollars, less Goof Sales, Mattress Pad Sales, Delivery Charges, Pit Merchandise Sales, Corporate Sales and Government orders, Business to Business orders and orders being shipped overseas.

SECTION 2

Any Sales Associate failing to make the minimum of fifteen dollars ($15.00) per hour average and a minimum of four and one half (4 1/2) percent of Goof Sales in a fiscal month as described in Section A, shall receive a written warning. The written warning will be accompanied by extra training and assistance by management designed to improve an associate’s skills and performance and to assist them in meeting the minimum standards.

Example: Associate delivers at $16.00 per hr and 4% Goof – Written Warning.
Associate delivers at $14.50 per hr and 5% Goof – Written Warning
Associate delivers at $14.50 per hr and 3% Goof – Written Warning

SECTION 3

Any sales associate receiving three (3) warnings in a five (5) month rolling fiscal month period shall be terminated for failing to make minimum performance standards. The rolling five (5) month period is defined as the most recently completed fiscal month and the four (4) fiscal months immediately preceding the most recent fiscal month. This Article shall be subject to Article 12,
Grievance and Arbitration. The Union has the right to arbitrate any discipline imposed under this section. If the arbitrator finds the employee not to be in compliance with the rule, he/she shall have no authority to overturn or modify the discipline imposed by the Company.

SECTION 4

For the first fiscal month that this Agreement is effective, the warnings and training provisions of Section 2 will be effective; however, the termination provisions of Section 3 will not be effective. Thereafter, this Article will be fully effective. Sales Associates will start over with no minimum standard warnings and will thereafter be subject to possible termination for warnings received thereafter as provided in Section 3.

If a Sales Associate has been on an approved Leave of Absence for thirty (30) days or more he or she will be exempt from the Minimum Standards requirements of this Article for the first full fiscal month after their return. Full Fiscal month as described in this Article refers to the complete four (4) or five (5) week fiscal month cycle. For example; Fiscal January runs from Sunday January 3rd through Sunday January 31st. Should a salesperson return from a qualified leave as defined in this Section at any time after January 3rd during this fiscal month, they would be exempt from minimum standards for the balance of this month and the entire fiscal month of February which would be their first fiscal month after their return as defined above. Should they return after such qualified leave on January 3rd then they would be exempt from January their first full fiscal month after their return.

Section 5.

The Minimum Standards requirements of $15.00 per hour and 4 ¾ % set out in Section 1 of this article will be put into effect and enforced beginning fiscal August 2016. The exemptions outlined in Section 4 above will be effective upon written notice of ratification by the Union.
SCHEDULE “A” – Draw & Wages

Hourly employees -

Increase of 3 PERCENT (3 %) Effective on Ratification and retroactive to January 1, 2016
Increase of 3 PERCENT (3 %) Effective on January 1, 2017
Increase of 2 PERCENT (2 %) Effective on January 1, 2018

Commissioned Sales Associates

Overall Commission Rate – Five (5) Percent
Commission on Pit-Product & Floor samples- Five (5) Percent
Commission on Outlet Product Three (3) Percent

Outlet Sales Associates

Outlet Sales Commission – Three (3) Percent
Outlet Sales Associates will continue to be paid at their current hourly rate, with the increases identified above as follows:

3 PERCENT-Effective on Ratification and Retroactive to January 1, 2016
3 PERCENT- Effective on January 1, 2017
2 PERCENT-Effective on January 1, 2018

Subject to a Twelve: Thirteen ($13.00) dollar per hour cap.
Best of Bob’s Program

For purposes of this section only, the following applies:

A. Best of Bob’s is an annual program which runs from fiscal December through fiscal November of the following year. Payout is made in December.

B. In order to qualify for Part-time, an associate must have worked 30 hrs of less per week in ten (10) of the twelve (12) months identified in “A” above.

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over $800,000</td>
<td>0.50% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $900,000</td>
<td>0.75% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>1.00% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,200,000</td>
<td>1.25% of dollars over $800,000</td>
</tr>
<tr>
<td>Over $1,400,000</td>
<td>1.50% of dollars over $800,000</td>
</tr>
<tr>
<td></td>
<td>Over $800,000</td>
</tr>
</tbody>
</table>

OFFICE EMPLOYEES

Office employees shall receive the regular annual general wage increases along with the current monthly bonuses.

Monthly Bonus Plan as Follows

If Store Budget achieves as follows in a fiscal month:

<table>
<thead>
<tr>
<th>Delivered Results to Store Budget</th>
<th>Full-Time</th>
<th>Part-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 90% of Store Budget</td>
<td>$25.00</td>
<td>$12.50</td>
</tr>
<tr>
<td>Over 95% of Store Budget</td>
<td>$50.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Over 100% of Store Budget</td>
<td>$75.00</td>
<td>$37.50</td>
</tr>
<tr>
<td>Over 105% of Store Budget</td>
<td>$125.00</td>
<td>$62.50</td>
</tr>
<tr>
<td>Over 110% of Store Budget</td>
<td>$200.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
The Parties acknowledge that as of the effective date of this Agreement three (3) of the bargaining units listed in Article 1 have one Steward and one Assistant Steward. The incumbent Steward and Assistant Steward for those units only will both be allowed one (1) day off with pay as set out in Article 22 of this Agreement.

This is an exception to Article 22 of the Agreement and is allowed only while those Stewards and Assistant Stewards in office on the effective date of the Agreement remain in office. These Stewards and Assistant Stewards are meant to be Grandfathered. When the individuals who are in office as Steward and Assistant Stewards for the three (3) units leave the Company's employ or leave office, this exception will end and only one (1) Steward or Assistant Steward will receive one (1) day off with pay.

For the Company

For the Union
SIDE LETTER 2 of 2

Pursuant to Article 25, Section 1 B. of the Parties’ expired January 1, 2013 through December 21, 2015 collective bargaining Agreement, one employee is grandfathered into the Company sponsored H.S.A. plan. The Parties agree to continue to honor this Section of the previous Agreement for the term of this Agreement as it regards that employee.

________________________________________  ________________________________
For the Company                              For the Union