

AGREEMENT

BETWEEN

UFCW LOCAL 655

AND

ST. GENEVIEVE COUNTRY MART, LLC.

SEPTEMBER 7, 2016

TO

SEPTEMBER 3, 2019

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This Agreement, mutually entered into this September 7, 2016, and between the United Food & Commercial Workers Union, Local No. 655, of St. Louis, Missouri chartered by the United Food & Commercial Workers International Union, as party of the first part and hereinafter referred to as the Union, and Ste. Genevieve Country Mart, L.L.C., Ste. Genevieve, Missouri, or successor, as party of the second part and hereinafter referred to as the Employer.

WITNESSETH: That the parties have agreed and do by these presents agree as follows:

ARTICLE 1 INTENT AND PURPOSE

It is the intent and purpose of the parties hereto by entering into this Agreement to promote and to improve industrial and economic relationship between the Employer and his employees, to recognize mutual interests, to provide a channel through which information and problems can be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, and to promote efficiency and service. These objectives shall guide the parties and be observed by them during the term of this Agreement.

ARTICLE 2 RECOGNITION

For the purpose of negotiating rates of pay, hours of employment, and working conditions, and for the purpose of adjusting any grievance or complaint which may now exist or may arise in the future, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees in the following described unit, to-wit: all the Employer's employees, as that term is defined in Article 3 hereof, employed at the Employer's retail store, located in Ste. Genevieve, Missouri, but excluding guards, store managers, and professional employees, as defined in the Labor Management Relations Act of 1947, as amended.

ARTICLE 3 COVERAGE

A. The term "Employer" as used in this Agreement shall refer and relate to the retail store of the above named Employer located in Ste. Genevieve, Missouri.

B. The term "Employee" as used in this Agreement, shall include all employees of all of the Employer's retail stores located in Ste. Genevieve, Missouri, except the store managers, the legal owner, and his immediate family, who shall be determined by the Union, and the exclusions as set forth in Article 2 above.

C. With the exception of the work performed by the store managers, the legal owner, and his immediate family, all work and services connected with all operations carried on at the premises of the Employer's retail establishments, including but not limited to, the handling and selling of all merchandise, and except for the performance of office or clerical functions shall be performed only by employees within the unit as

defined in this Agreement, and by employees working for the sixty (60) days of their employment.

ARTICLE 4 TERM OF CONTRACT

This Agreement shall be in full force and effect from September 7, 2016 through September 3, 2019, at which time it shall automatically renew itself for one (1) year periods thereafter, provided, however, that either party may open this contract for improvements, changes, or amendments, or to abrogate said contract, by written notice to the other party sixty (60) days prior to the termination date of this Agreement. It is further provided that any improvements, changes, or amendments shall become effective on the anniversary date.

ARTICLE 5 NON-DISCRIMINATION

The Employer agrees not to aid, promote, or finance any other group or organization which purports to engage in collective bargaining, and the Employer agrees that there shall be no discrimination against any employee on account of Union activities or affiliation.

The Employer and Union agree to administer this Agreement without regard to an individual's Union activities or affiliation, race, religion, color, age, sex, national origin, marital status, veteran status and mental or physical disability in accordance with existing law.

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

The use of the masculine gender in this Agreement shall be deemed to refer to persons of both sexes.

ARTICLE 6 MANAGEMENT RIGHTS

Subject to the provisions of Article 3, the management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work, or for other legitimate reasons, the right to study or introduce any new or improved production methods or facilities, operations of the store, a violation of which shall be among the causes for discharge, are vested in the Employer, provided however, that this right shall be exercised with due regard to the Civil Rights as defined by law, of the employees, and provided further, that it will not be used for the purpose of discrimination against any employee. This paragraph is subject to grievance procedure.

ARTICLE 7 SUNDAYS AND HOLIDAYS

A. The following days will be recognized as holidays; New Years Day, Easter Sunday, Thanksgiving Day, and Christmas Day.

B. The Employer agrees that the store will be closed on Christmas Day. The Employer agrees that no work will be required on Easter Sunday, and Thanksgiving Day, provided the Employer's competition is closed. If the store is opened on Thanksgiving Day, it will be closed no later than 1:00pm. Employees must work for six (6) months before they are eligible for holiday pay.

C. Employees who work on Sundays shall be paid at their regular straight time hourly rate of pay plus 50¢ per hour additional premium pay. Employees hired after July 20, 2003 will be paid their regular straight time only.

D. Overtime pay, at time and one-half (1 ½x), shall not be paid during a holiday week until the hours actually worked exceed the normal work week of forty (40) hours. There shall be no pyramiding of overtime or premium pay (Sunday or holiday), but the higher of the two shall be paid for any given hour of work.

E. Employees required to work on New Year's Day, Memorial Day, Fourth of July, Labor Day or Thanksgiving Day (whether or not the holiday falls on a Sunday) shall be paid at their regular straight time rate of pay plus 75¢ per hour additional premium pay for all work performed on holidays.

F. All work performed on Sundays or holidays shall be done by members of United Food and Commercial Workers Union Local No. 655, with the exception of the Store Managers and their immediate families.

G. All work on Sunday and holidays must be offered on a voluntary basis to all full-time employees in the order of their seniority and then to part-time employees in order of their seniority.

H. If this volunteering procedure fails to obtain the necessary number of employees to perform the work on Sundays or holidays, the store owner or manager may require an employee to work by using the process of inverse seniority to part-time employees first, then to full-time employees.

I. The Employer agrees that the store shall be closed at 6:00 P.M. on Christmas Eve and New Year's Eve in order to allow employees to leave no later than 6:30 P.M. on those days.

J. All employees working an average of at least sixteen (16) hours during the four (4) weeks preceding an above-listed holiday shall receive pay according to the following schedule:

Average

16 hours to less than 20 hours ...6 hours pay
20 hours to less than 30 hours ...7 hours pay
30 hours or more8 hours pay

K. Employees will receive holiday pay pursuant to the above paragraph only if they are not absent of their own accord on their last scheduled working day before and the first scheduled working day after the holiday. However, if an employee is absent on the scheduled working day before or after the holiday due to proven illness, the employee shall receive the holiday pay if he works any part of the holiday week. Employees must work for six (6) months before they are eligible for Holiday pay.

ARTICLE 8 REST PERIODS

A. Two (2) paid fifteen (15) minute rest periods will be allowed for employees working a six (6) hour or more shift.

B. One (1) paid fifteen (15) minute rest period will be allowed for employees working a four (4) hour shift, but less than a six (6) hour shift.

ARTICLE 9 RATES OF PAY

A. The rates of pay and pay schedules, as set forth in Wage Schedules "A" and "B", attached hereto, shall remain in effect for the life of this Agreement, and shall constitute the basis for determination of wages for time worked.

B. Payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

C. The rates of pay and pay schedule attached hereto provide the minimum rate of pay for those particular jobs, but the Employer reserves the right in its discretion to offer a higher rate of pay to unit employees.

ARTICLE 10 SCHEDULING

A. Starting time for all employees shall not be changed without twenty-four (24) hours or more notice to each employee affected by such change, except in case of emergency caused by illness, absenteeism, etc.

B. When an employee shall report for work at the time and place ordered, or scheduled, then such employee shall be paid a minimum of four (4) hours pay at the regular rate, if available to work a minimum of four (4) hours. The four (4) hour minimum may be waived if mutually agreed to between the Store Manager and the employee.

C. Falsification of payroll records shall be a cause for discharge.

D. The Employer shall have an unlimited right to hire and utilize part-time employees so long as full-time employees in the particular department are offered their normal number of hours for that week.

E. The Employer shall not require employees to work split shifts.

F. The Employer will post a schedule for all employees, by 11:00 a.m. Friday for the following work week (Monday through Sunday).

Effective January 1, 2017, the previous paragraph will be voided and replaced with "The Employer will post a work schedule for all employees by 11:00 a.m. on the Friday two (2) weeks in advance of the current week (Monday through Sunday)

G. Evening shifts (those beginning on or after 4:00 p.m.) will be scheduled equitably among all employees.

H. Any employee working between the hours of 12 midnight and 6:00 a.m. shall be paid at their regular straight time hourly rate of pay plus fifty cents (50¢) per hour additional premium pay for those hours worked between 12:00 midnight and 6:00 a.m. There shall be no pyramiding of overtime or premium pay, but the higher of the two shall be paid for any given hour of work.

I. The Employer promises that at least 50% of the hours worked at the store will be worked by full-time employees for the life of this Agreement.

J. All employees will receive at least two (2) full days off per scheduling week (Monday through Sunday).

ARTICLE 11 SENIORITY

A. Seniority shall be defined as the length of continuous employment with the Employer in the employee's current job classification, and shall begin with the employee's date of employment. All other employees will be placed thereafter on the applicable seniority list in the order of their date of employment with the Employer. Subject to the preceding sentences of this paragraph, for employees having the same seniority date, surname alphabetical seniority shall govern. Seniority lists will be made available to the Union upon request.

B. There shall be four job classifications, each with its own seniority list: (1) Clerk; (2) Supplemental Clerk; (3) Meat Clerk; and (4) Courtesy Clerk/Bagger.

C. For purposes of this Agreement, seniority shall only affect which employees will or will not work on holidays and Sundays, the scheduling of vacation dates, layoffs and recall rights, and increase or reduction in hours. Seniority does not affect the Employer's right to select and schedule managers and department heads, and seniority does not

affect the Employer's discretion in transferring an employee in one job classification to another job classification.

D. For the purpose of this Agreement, a "full-time employee" is defined as an employee who generally works thirty-six (36) hours or more per week; and a "part-time employee" is defined as an employee who generally works less than thirty-six (36) hours per week.

E. Full-time employees shall have seniority over part-time employees.

F. Part-time employees shall be given preference, according to seniority, for full-time employment, if available and qualified.

G. A part-time employee, advancing to full-time employment, shall be placed on the full-time employee seniority list as of that date.

H. A full-time employee reduced to part-time employment shall maintain his seniority.

I. In layoffs and rehiring, the principle of seniority shall apply.

J. In cases of demonstrated lack of skill or physical unfitness to perform the job, whether such demonstration is in the present job or in the new job, then an employee shall not be entitled to avail himself of seniority.

K. When individual hours are increased or decreased, and in cases of promotion (except for promotion into a department head or manager position, which shall be at the Employer's discretion), employees shall be eligible to exercise their seniority over junior employees after having first indicated to the store manager a desire to exercise their seniority, if available and qualified. All full-time jobs or vacancies will be posted for two (2) weeks. The notice will be signed by a shop steward prior to posting and again when removed. Anyone desiring the job will sign the job posting. The job posting will be sent to the Union Representative. The Employer will fill the position from those that signed the job postings based on seniority if available and qualified.

L. If an employee has voluntarily quit or has been absent from service for a period of one (1) week without obtaining a leave of absence, unless the absence was caused by proven illness or injury, such employee shall forfeit his seniority rights. However, if an employee fails to call or report to a Store Manager, or have a representative call or report to a Store Manager, for a period of forty-eight (48) hours from when the employee is scheduled to work, such employee shall forfeit his seniority rights unless proven circumstances made it impossible to call or report to a Store Manager.

M. Retention of earned seniority during an absence from service caused by sickness or injury shall be limited to one (1) year.

N. At the end of any period of such leave of absence and for illness and/or injury, an employee shall be restored to employment with the Employer with full seniority to his former position, or to a position comparable to the one he held immediately prior to such leave of absence, provided that the employee is physically able to efficiently perform work comparable to that which he performed prior to such leave of absence and provided that such a position is available.

O. No employee shall acquire any seniority rights, and shall be on probation, until he has been employed by the Employer at least for sixty (60) days and he shall not be deemed to be entitled to any of the privileges of seniority or the grievance procedures until he has been employed that long. On the sixty first (61st) day, seniority shall apply from the date of employment.

P. When a clerk's job becomes available, a Courtesy Clerk/Bagger will have the first opportunity to advance into the clerk's classification by seniority, provided the employee has the availability and ability to do the work.

ARTICLE 12 LEAVE OF ABSENCE

A. A Leave of Absence shall be defined as a period during which an employee must, for legitimate reasons, be absent from work. Leaves under this Article shall be limited to:

- A. Military
- B. Medical
- C. Union
- D. Management
- E. Personal

They shall be for a specified length of time and without pay.

B. MILITARY LEAVE: In the event an employee covered by this Agreement enters into the Armed Forces of the United States, the employee shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

Employees who are members of a National Guard unit and are required to attend training will be granted a leave of absence for this purpose. The employee may, at the employee's option, elect to take this time as vacation time or take vacation time at another time.

C. MEDICAL LEAVE: A leave of absence for reason of extended personal illness, injury or maternity shall be granted to eligible employees in accordance with applicable federal or state legislation.

D. UNION LEAVE: When an employee covered by this Agreement leaves employment with the Employer to take full-time employment with United Food & Commercial Workers Union Local No. 655, or the United Food & Commercial Workers

International Union, such employee shall be considered on a leave of absence up to a maximum of three (3) years, and shall, after completion of such employment with the Union, return to his/her former employment with the Employer, and his/her seniority shall not be lost, but shall not accrue, during this period.

An employee duly elected to serve as a Vice-President with Local Union No. 655, or as Union Steward, shall upon giving proper notice of at least one (1) week be granted an unpaid leave of absence to attend meetings of four (4) or less hours and he will have his daily work schedule adjusted without penalty to the employee.

E. MANAGEMENT LEAVE: A management leave of absence may be granted to a collective bargaining unit employee accepting a management position with the same Employer subject to the written approval of the Employer for a period of time not to exceed three (3) years. Seniority shall not be lost, but shall not accrue, during this period.

F. PERSONAL LEAVE: A personal leave of absence may be granted to employees covered by this Agreement who have six (6) months or more of continuous service subject to the written approval of the Employer.

G. GENERAL PROVISIONS: Except in cases of emergencies, a written request to the Store Manager for a leave shall be made at least two (2) weeks prior to the requested starting date of the leave.

It shall be the responsibility of an employee who is on leave to notify the Employer if he/she is unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure. Failure to do so within forty-eight (48) hours from the scheduled date of return from such leave will result in loss of seniority and termination of employment, unless proven circumstances made it impossible for the employee or a representative to call or report to a Store Manager.

A copy of the approval leave of absence will be forwarded to the Union office.

ARTICLE 13 JURY DUTY - FUNERAL LEAVE

A. Jury Duty: Employees with six (6) months or more of service who are subpoenaed and who report for jury service, shall receive the difference in pay for the work time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employees' regular straight time hourly rate of pay. When an employee is released for a day or the greater part of the day, they shall report to the store for work. This situation shall not exceed ten (10) working days per calendar year.

B. Funeral Leave: In the event of the death of a parent, grandparent, brother, sister, spouse, son, daughter, stepchild, grandchild, or present mother-in-law, present father-in-law, present brother-in-law, present sister-in-law, present step-father, present step-

mother, or present step-grandparent of an employee with six (6) months of service or any other relative residing with the employee, the Employer will grant a leave of absence from the day of death until and including the day of the funeral, not to exceed three (3) consecutive days with pay for scheduled working days, provided the employee attends the funeral. In the case of a present son-in-law, or present daughter-in-law, the Employer will grant a leave of absence from the day of death until and including the day of the funeral, not to exceed two (2) consecutive days with pay for scheduled working days, provided the employee attends the funeral. The employee shall not be paid beyond the date of the funeral. Time off will be granted to attend the funeral of your niece or nephew.

ARTICLE 14 VACATION

A. Vacation will be given in accordance with the following schedule:

1. Eligibility for an employee's first (1st) vacation (one (1) week) and for his first (1st) increase in vacation (two (2) weeks) will be determined by the calendar year of his employment.
2. An employee is eligible for paid vacation if he worked an average of at least twenty-five (25) hours per week during the immediately preceding calendar year.

The following schedule will apply:

1 year	1 week or 5 days
2 years	2 weeks or 10 days
10 years.....	3 weeks or 15 days

B. Vacation pay for each employee shall be based on the employee's rate of pay at the time vacation is taken, and will be determined by the average number of hours worked during the immediately preceding calendar year. In no event shall a week's vacation pay exceed forty (40) hours, nor shall a day's vacation pay exceed eight (8) hours, times the employee's regular straight time hourly rate.

C. If a holiday, as listed in Article 7 hereof, occurs during an employee's vacation period and the employee is eligible to be paid for the holiday, a vacation day will not be used on that holiday and the employee will receive the appropriate holiday pay (determined pursuant to the schedule in Article 7, Paragraph I).

D. The season of the year for taking vacations shall be mutually agreeable between the employee and the Employer. The scheduling of employee's vacation shall be governed according to seniority and prior approval by the Employer in its discretion. Employees shall receive earned vacation pay prior to their vacation.

E. Effective January 1, 2015, all unused vacation and sick/personal days, up to five (5) days, will be paid no later than January 31st of each year.

F. No vacations may be scheduled the week before or the week of Thanksgiving or the two (2) weeks prior to Christmas.

G. Employees will be allowed to use one (1) week of their vacation, one (1) day at a time, for sickness or other personal reasons.

H. Employees who have completed their probationary period and who have less than one (1) year of continuous service on January 1 following their employment date will be entitled to a pro rata vacation as follows:

1 month by January 1	1/12 vacation pay
2 months by January 1	2/12 vacation pay
3 months by January 1	3/12 vacation pay
4 months by January 1	4/12 vacation pay
5 months by January 1	5/12 vacation pay
6 months by January 1	6/12 vacation pay
7 months by January 1	7/12 vacation pay
8 months by January 1	8/12 vacation pay
9 months by January 1	9/12 vacation pay
10 months by January 1	10/12 vacation pay
11 months by January 1	11/12 vacation pay

This pro rata can be taken in the calendar year following the year of hire, but not until employee has been employed for at least six (6) months or will be paid out as stated in E above.

ARTICLE 15 SICK/PERSONAL LEAVE

A. All full-time employees shall be granted six (6) days sick/personal leave, with pay, per calendar year. At its discretion, proof of illness may be required by the Employer for the use of a paid sick day, and prior request and approval may be required by the Employer for the use of a paid personal leave day. There shall be no accumulation of sick/personal days beyond the calendar year in which they are earned. All part-time employees averaging twenty-five (25) hours or more per week in the prior calendar year will be granted two (2) days sick/personal leave, with pay per calendar year.

B. All eligible employees will receive the sick/personal leave days described in the above paragraph after their initial calendar year of employment. Thereafter, the determination of an employee's eligibility for paid sick/personal days will be based on the average number of hours worked per week during the employee's previous calendar year.

C. Full-time employees entitled to paid sick/personal leave days will be paid for eight (8) hours at their regular straight time hourly rate of pay for each sick/personal

leave day used. Part-time employees will be entitled to be paid sick/personal leave in accordance with Section 7.J.

ARTICLE 16 UNION AFFILIATION AND CHECK-OFF

16.1 All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

The Employer shall not be required to discharge an employee for failure to attain or maintain membership in the Union unless it shall have received three (3) days' written notice from the Union prior to the date such discharge is to be effective.

16.2 All new employees must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

CHECKOFF: The Employer agrees to deduct initiation fees, union dues, and uniform assessments where lawful, uniformly required as a condition of acquiring or retaining membership in the Union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is turned over to the Employer.

The Employer agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10th) day of each month, furnish to the Employer a list of member-employees and the amounts due therefore, including dues owing for the succeeding month.

The Employer shall, on or before the last day of the same month, deduct and remit such dues as authorized to the Union.

The Employer will deduct Union dues and initiation fees on a weekly basis. The Employer shall, on or before the 10th day of the same month remit such dues as authorized to the Union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to resubmit the amount due on the next regular monthly billing.

Once each month the Employer will submit to the Union a list of employees hired the previous month. The list will include the employees name, social security number, store code, job code, and date of hire.

16.3 No employee shall be deprived of membership in the Union except in accordance with the Constitution and By-Laws of the Union.

Once each year or each week, the Employer will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the Employer the amounts to be deducted on the regular monthly billing.

16.4 The Employer and/or its agents or representatives agree not to aid, promote or finance any other group or organization which purports to engage in collective bargaining.

16.5 The Employer and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex, age, or disability in accordance with existing law. Where the word "he" appears in this Agreement, the parties agree that it applies to both "male and female" employees.

ARTICLE 17 STEWARDS

The Union shall have the right to designate two (2) Union Stewards, who shall have top ranking seniority (during the term of office), irrespective of actual length of service, in case of layoffs.

The Employer agrees to permit an authorized representative or officer of the Union to have access to the store at all hours in which said store is open for business to satisfy the Union that the terms of the Agreement are complied with, but such representative or officer shall not interfere with the duties of the said employees or the business of the Employer.

ARTICLE 18 GRIEVANCE PROCEDURE - ARBITRATION

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

- Step 1. By conference between the aggrieved employee, the Union Steward and/or Union Representative, or both, and the Store Manager. Store Management shall make its decision known within two (2) working days thereafter. If the matter is not resolved in Step 1, it shall be referred to Step 2 within two (2) working days.

- Step 2. By conference between the Union Representative and a supervisor of the Employer. The Employer shall make its decision known within three (3) working days thereafter. If the matter is not resolved in Step 2, it shall be reduced to writing and referred within three (3) working days to Step 3.

Step 3. By conference between an official or officials of the Union and a designated representative of the Employer.

Step 4. In the event the last step fails to settle the complaint, it shall be promptly referred within seven (7) working days to Arbitration.

In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal union appeals to the Union's Executive Board.

The Employer and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within three (3) days then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after the receipt of the panel by both parties. The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties. The expenses of the arbitrator shall be paid for jointly. Should either party postpone a scheduled arbitration date, that party shall be responsible for any cancellation fee.

Such Arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

The Employer may at any time discharge any employee for proper cause. The Union or the employee may file a written complaint with the Employer within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly. If the Employer and the Union fail to agree within five (5) days, it shall be referred to Arbitration. Should the Arbitrator determine that it was an unfair discharge, the Employer shall abide by the decision of the arbitrator.

Grievances must be taken up promptly. No grievance will be considered, discussed, or become arbitrable which is presented later than seven (7) days after such has happened.

The Employer shall have the right to call a conference with a Union steward or officials of the Union for the purpose of discussing any grievance, criticisms, or other problems. Grievances will be discussed only through the outlined procedure; except that by mutual agreement between the Union and the Employer, the time limits may be waived.

There shall be no lockout or cessation of work pending the decision of the Arbitrator.

ARTICLE 19 NO STRIKE - NO LOCKOUT

There shall be no slow-downs, picketing, honoring of any picket line, boycotts, cessation of work, strikes, interference with the business of the Employer or other disruptive

activities by either employees or the Union for any reason whatsoever during the term of this Agreement.

The Employer shall not lock out its employees during the term of this Agreement.

Any employee violating this provision may be disciplined or discharged and shall have no recourse to any other provision of this Agreement. In the event of any conduct in violation of this Article, the Union, upon receiving notice thereof, shall use all reasonable means to end said conduct, including but not limited to using all resources available under its Constitution and By-Laws and by letter with a copy to the Employer, immediately ordering said employees to return to work and to cease from engaging in any violation of the aforesaid article.

ARTICLE 20 UNAUTHORIZED ACTIVITY

The Employer and the Union mutually agree that in the event of an unauthorized strike or slowdown by an employee or employees that the Employer will not file or press suits for monetary damages against the Union. The Union agrees that it will immediately take every reasonable means to induce the employee or employees to return to their jobs or resume standard production.

Should such employee or employees refuse to return to work or to resume normal production, the Employer may exercise whatever disciplinary action it deems proper against such employee or employees, including discharge, layoff, loss of seniority rights or other privileges granted employees under this contract or the Employer policy.

ARTICLE 21 SAVING CLAUSE

Should any portion of this Agreement, or any provision herein contained be finally rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such portion or provision of this Agreement shall not invalidate the remaining portions thereof, the parties agree to meet immediately and negotiate substitute provisions for such portions or provisions rendered or declared illegal or an unfair labor practice. The remaining portions or provisions shall remain in full force and effect.

ARTICLE 22 GENERAL PROVISIONS

The Union store card may be displayed in all places where members of Local No. 655 are employed exclusively. The store card shall be removed at the request of the Union.

The Union shall use its best efforts, as a labor organization, to enhance the interest of the Employer of Union Labor. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the

cleanliness and good housekeeping of the stores, and in caring for equipment and machinery. The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for Pension and Health and Welfare contribution and wage rates.

ARTICLE 23 VETERAN RIGHTS

Seniority rights shall accumulate during the absence of any employee who volunteers or is drafted under the U.S.S.E.R.A, and such employee shall be reinstated to his former position or a similar position, provided the employee applies for same within ninety (90) days from honorable discharge from service, and is physically fit.

ARTICLE 24 HEALTH AND WELFARE

The Employer shall continue to pay seven hundred thirty three dollars and thirty three cents each month for each eligible employee covered by this Agreement who averages thirty (30) hours per week, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund ("*Welfare Fund*"). Contributions shall be due by the tenth (10th) day of the month following the month in which the hours were worked.

Effective January 1, 2017, for hours paid in December, 2016, the Employer will pay eight hundred and six dollars (\$806.00) per month.

Effective June 1, 2017, for hours paid in May, 2017, the Employer will pay eight hundred thirty-two dollars (\$832.00) per month.

Effective June 1, 2018, for hours paid in May 2018, the Employer will pay eight hundred forty-nine dollars and thirty-three cents (\$849.33) per month.

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum," which is attached hereto and incorporated by reference as if fully set out herein.

Section 2. Employees, who qualify for health and welfare contributions, whose spouses do not have their own primary health insurance will continue to contribute, on a pre-tax basis, an additional contribution of ten dollars (\$10.00) per week; [(effective January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, employees will continue to contribute twenty (\$20.00) per week and the employer will contribute ten dollars (\$10.00) per week for a total of thirty dollars (\$30.00) per week; effective January 1, 2019, employees will continue to contribute twenty dollars (\$20.00) per week and the employer will contribute twenty (\$20.00) per week for a total of forty dollars (\$40.00)] per week to the Welfare Fund for spousal coverage.

Section 3. The Employer shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12th) month of employment.

With the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2015. The Employer's obligation begins with hours worked on and after June 1, 2016.

Notwithstanding the forgoing, the Employer agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Employer as a known full time employee will begin with the first hour worked.

The parties acknowledge that it is the responsibility of the Employer to assure its compliance with the Affordable Care Act.

Section 4. An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Additionally, to be eligible for coverage under the ERIP program an employee's last day of employment must be in one of the following months: January, February, March, April, August, September and October. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP program at any time.

Section 5. The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Employer hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 6 The Employer agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

ARTICLE 25 PENSION

Subject to the terms of this Article, the Employer shall continue to pay eighty cents (80¢) [Effective January 1, 2017, one dollar and twelve cents (\$1.12)] per hour for all hours paid with a maximum of forty (40) hours for all employees covered by this Agreement, into the Company-Union Pension Fund, which shall be jointly administered by the Union and the Company as provided in an agreement establishing such Pension Fund.

Refer to the "Pension and Health and Welfare Interpretation Rules Addendum," which is attached hereto and incorporated by reference as if fully set out herein.

The nature, type and extent of pension benefits to be provided shall be such as the Trustees in their discretion will determine, and which are in accordance with the Trust Agreement.

The Employer shall not be required to make contributions on behalf of all employees for the first twelve (12) months of employment. The parties agree that the obligation to contribute begins on the first day of the thirteenth (13th) month of employment, with the first month being defined as the month on which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2011. The Employers obligation begins with hours on or after July 1, 2012.

Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from, shall be paid out of the Pension Fund.

Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C., Section 401, et seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in Section 17.6 above, but payment of contributions to the Fund will not be delayed pending such approval and rulings; provided, however, that if such Plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as if herein at length set forth, when adopted.

If the Employer fails to make monthly Pension contributions as set forth herein, they shall be notified by certified or registered mail of their delinquency, by the Pension Plan Administrator, if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting there from. The Employer hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the

Employer or anyone else other than such notice or notices expressly provided for in this Article.

The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for Pension contributions.

ARTICLE 26 MEAT DEPARTMENT

A. All fresh and frozen meat, sausage, fish, seafood, poultry and smoked meat shall be handled by the Meat Department employees.

B. All work performed in the Meat Department shall be performed by members of United Food & Commercial Workers Union, Local No. 655, excluding the legal owner and his immediate family.

C. "Apprentice" is a person learning all of the details and developing manual skills for performing the duties of a skilled journeyman. After a three (3) year training period and or eighteen (18) months of employment at Ste. Genevieve County Mart, an apprentice shall be considered a journeyman.

D. "Journeyman" is a skilled meat cutter, who has either served as apprentice in accordance with the period of time as set forth in this Agreement, or is qualified as a skilled meat cutter. He shall be able to perform all of the following duties: Prepare all cuts of meat, including blocking out a side of beef; weigh, price, wrap, cut and slice any meat, serve trade, grind meat, cube steaks, and patty steaks, prepare merchandise for wrappers, use all tools including power tools (saws, hand or power), grinder, cubing machine, patty machine, sealer, barbecue equipment, wrapper machine, conveyor equipment, clean all equipment and tools.

E. The "Head Meat Cutter" shall be a qualified journeyman meat cutter. He may perform all of the duties of a journeyman in the Meat Department. Because of the greater working skill and experience the "Head Meat Cutter" must possess, he shall in the performance of his work, direct the movements and operations of the less skilled employees in the Meat Department.

F. "Journeyman" relieving a "Head Meat Cutter" at any time, for one (1) week, the "Journeyman" shall receive "Head Meat Cutter's" contract rate of pay.

ARTICLE 27 HEALTH AND SAFETY

A. If the Employer or municipal ordinances requires a health examination of an employee, such examination shall be paid for by the Employer.

B. The Employer agrees to provide a complete First Aid Kit in each market.

C. No employee shall use a grinder, cube machine, power saw, without the safety guards. Any employee, using the above equipment without safety guards, shall be subject to disciplinary action, including discharge, without recourse to arbitration.

ARTICLE 28 FURNISHING OF TOOLS AND WEARING APPAREL

A. All special wearing apparel, linens, and uniforms, shall be furnished by the Employer. All tools, including saws, knives, cleavers, etc., shall be furnished by the Employer.

B. Mesh gloves and aprons will be made available to employees. Employees refusing to cooperate and wear protective aprons will be subject to disciplinary action.

ARTICLE 29 CREDIT UNION

If an employee executes and submits to the Employer the proper payroll deduction authorization form, the Employer agrees to deduct the requested portion of wages to be forwarded to Vantage Credit Union.

ARTICLE 30 STORE CLOSING

In the event the Employer closes the store and employees are terminated as a result thereof, the Employer agrees to negotiate the effects of the closing on the employees with the Union.

ARTICLE 31 SUBSTANCE ABUSE

31.1 The Employer and the Union recognize the seriousness of substance abuse in our society and in the workplace to approach this problem in a humane and progressive manner, and in a manner which recognizes the legitimate privacy rights of the employees.

31.2 In addition, the use of drugs or the consumption of alcohol during breaks or meal periods is strictly prohibited and subjects the employee to disciplinary action up to and including discharge.

Any employee found to be consuming alcoholic beverages, or using drugs, while on duty or while on Employer property, will be subject to disciplinary action up to and including discharge.

31.3 Where there is a reasonable basis for believing that an employee is having a problem on the job that may be drug or alcohol related, the Employer may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such a request is made, both the employee and the Union Representative (or in the event of the unavailability of the Union Representative, the Steward or another member of the bargaining unit of the employee's choice who is at work) shall be

specifically advised of all of the facts forming the basis of the Employer's belief that the employee may be having a problem that may be drug or alcohol related. The manager requiring the test will complete a report supporting the reason for having the employee tested.

31.4 In our continued effort to provide a safe, drug free and alcohol free work environment, the Employer will require a Breathalyzer and/or blood test for alcohol and an urinalysis test for drugs as a routine part of the investigation of the circumstances present at the time of an on-the-job accident which results in medical treatment away from the store. A drug and alcohol screen will be required of all employees involved in or contributing to the incident giving rise to the injury.

31.5 Any test performed under this Article shall be performed at a doctors` office, clinic or hospital at the Employer's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Furthermore, the Employer agrees that the testing lab(s) selected shall be certified by the Department of Health and Human Services (DHHS) and will meet any future governmental guidelines that may be developed for the purpose of controlling laboratories involved in alcohol and drug screen testing. Testing facilities used by the Employer follow the Department of Health and Human Services (DHHS) chain of custody requirements.

For alcohol, if available, a Breathalyzer test will be given. If the breathalyzer test is negative no further tests will be performed. Should the breathalyzer test not be available or if available and it is positive a confirming test shall be performed (i.e., a confirming breathalyzer or a blood test).

For drugs, two tests may be performed on the sample taken. The first test performed shall be a screening test of an enzyme immunoassay more commonly called the EMIT test. Should the EMIT test be negative, no further tests will be performed. Should the EMIT test be positive, a second confirming test shall be performed. The test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test. The aforementioned tests will be used unless a more reliable test(s) becomes available in the future.

31.6 If an employee is tested for reasonable cause, and the tests prove positive for drugs or alcohol, the employee will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the employee's length of service [if at least eighteen (18) months], work history, the seriousness of the violation and other factors involved. However, any gross misconduct will result in immediate discharge. Should the employee not be discharged, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. The employee will be referred to an assistance program for evaluation and must complete any recommended program. Subsequent positive tests will result in disciplinary action, up to and including discharge.

If an employee is tested because they were injured on-the-job and the tests prove positive for drugs or alcohol the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge.

Should the employee not be discharged the employee will be given the opportunity to be referred to an Employee Assistance Program (EAP) and, after an evaluation, the employee may be urged to consider participation in an alcohol and/or drug treatment program.

To the extent required to enable the employee to participate in such a program, the employee shall be allowed to take an unpaid leave of absence in accordance with the Leave of Absence provisions of the collective bargaining agreement. Cost of any rehabilitation program shall be the responsibility of the employee or the employee's medical program if applicable.

It shall be a condition of continued employment for employees at the completion of the aforementioned Leave of Absence and/or disciplinary suspension to submit to a follow-up drug and/or alcohol screen prior to returning to work. Should the result of the follow-up drug and/or alcohol screen also show a positive finding, and the results have been verified by a second test, the employee will be terminated.

As a further condition of returning to work after the aforementioned Leave of Absence and/or a disciplinary suspension an employee will be subject to random tests during the first (1st) year after returning to work. In the event the random test proves positive for drugs or alcohol, the employee will be discharged.

31.7 If the employee refuses to take any of the aforementioned drug and/or alcohol tests the employee will be discharged.

31.8 Test results are sent to the EAP representative or designated representative(s) at the Employer's corporate offices. The Employer will inform the union in writing of the designated representative(s).

Employer records shall be kept in strict confidence, and neither said records nor the contents thereof shall be disseminated to any third party except upon written authorization by the employee, or to the extent required by law, or to the extent required by the Employer for use in any proceeding involving the employee.

31.9 In the event any test results do not establish that the employee tested positive for alcohol or drugs, then the Employer shall expunge from its records all references to the testing.

ACCEPTED BY:

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL NO. 655
BALLWIN, MISSOURI

ACCEPTED BY:

STE. GENEVIEVE COUNTRY MART,
L.L.C.
STE. GENEVIEVE, MISSOURI

BY: _____

BY: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

WAGE SCHEDULE "A"

Dept. Mgrs.	Current	9/4/2017	9/3/2018
Bakery	12.85	\$13.05	\$13.25
Deli	13.10	\$13.30	\$13.50
Produce	13.00	\$13.20	\$13.40
Grocery	11.30	\$11.50	\$11.70
Dairy/Frozen	11.15	\$11.35	\$11.55
G.M.	11.15	\$11.35	\$11.55
Floral	11.15	\$11.35	\$11.55
Receiving	10.90	\$11.10	\$11.30
Meat	17.75	\$17.95	\$18.15
Journeyman	13.55	\$13.75	\$13.95
Apprentice	12.30	\$12.50	\$12.70

Department Managers at the "thereafter" rate or above will receive a one-time bonus of \$400.00 two weeks after Date of Ratification.

Any Department Manager at or above the rates in the chart above effective Date of Ratification will receive wage increases of no less than Twenty cents (20¢) effective 9/4/2017; Twenty cents (20¢) effective 9/3/2018.

WAGE SCHEDULE "B"
CLERKS/SUPPLEMENTAL CLERKS/MEAT CLERKS
PART-TIME EMPLOYEES

	Current	9/4/2017	9/3/2018
First 520 Hours	8.20*	\$8.20*	\$8.20*
Next 520 Hours	8.70	\$8.70	\$8.70
Next 1040 Hours	8.80	\$8.80	\$8.80
Next 1040 Hours	8.90**	\$8.90**	\$8.90**

* Or ten cents (10¢) above State/Federal minimum wage whichever is higher.

All Part-time employees at the "thereafter" rate or above will receive a one-time bonus of \$200.00 two weeks after Date of Ratification.

Any Part-Time Employee at \$8.90 or above effective Date of Ratification will receive wage increases of no less than twenty cents (20¢) effective 9/4/2017; twenty cents (20¢) effective 9/3/2018.

** Indicates the part-time employee rate capped at \$8.90 unless employee averages thirty-four (34) or more hours per calendar quarter, then the next quarter's rate would be according to the following full-time employee schedule.

FULL-TIME EMPLOYEES

Full-time Employees	Current	9/4/2017	9/3/2018
First 520 Hours	9.45	\$9.45	\$9.45
Next 1040 Hours	9.85	\$9.85	\$9.85
Next 1040 Hours	10.35	\$10.55	\$10.75

All Full-time employees at the "thereafter" rate or above will receive a one-time bonus of \$400.00 two weeks after Date of Ratification.

Any Full-Time employee at \$10.35 or above effective Date of Ratification will receive wage increases of no less than twenty cents (20¢) effective 9/4/2017; twenty cents (20¢) effective 9/3/2018.

Customer Service employees shall receive a premium of fifty cents (50¢) above their hourly rate of pay after sixty (60) days in that position.

COURTESY CLERKS/BAGGERS

	Current
Rate	\$7.80*

*Or ten cents (10¢) above State/Federal minimum wage whichever is higher.

Courtesy Clerks at the \$7.80 rate or above will receive a one-time bonus of \$200.00 two weeks after Date of Ratification.

SIDE LETTER AGREEMENT

WITNESSETH: That the parties have agreed and do by these presents agree as follows:

1. All employees hired from Koetting’s Foodway shall be given their previously scheduled time off for vacations or leaves, if the dates of such vacations or leaves have been brought to the attention of the Employer prior to the date of this Agreement. The Employer shall not be required to pay an employee for the time off allowed pursuant to this paragraph.

2. Notwithstanding Article 3 of the Collective Bargaining Agreement between the Union and the Employer, the Union agrees that the Employer may allow direct delivery vendors (e.g., bread, beer, wine, chips, cookies, cakes, soft drinks, milk or dairy products, etc.) to stock their products and/or clean their product areas in the Employer’s store. Additionally, janitorial, light fixture and floor cleaning work may be performed by individuals not covered by the Collective Bargaining Agreement between the Union and the Employer. Finally, the Employer may sub-contract with outside franchise owners for the provisions of banking or financial services, and fast food services that will hire and utilize employees not covered by the Collective Bargaining Agreement between the Union and the Employer.

ACCEPTED BY:

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL NO. 655,
BALLWIN, MISSOURI

BY: _____

BY: _____

DATE: _____

ACCEPTED BY:

STE. GENEVIEVE COUNTRY MART,
L.L.C.
STE. GENEVIEVE, MISSOURI

BY: _____

BY: _____

DATE: _____

LETTER OF UNDERSTANDING

The store Manager will be allowed to participate in the Health and Welfare and Pension Program.

FOR THE UNION:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 655,
BALLWIN, MISSOURI

BY: _____

BY: _____

DATE: _____

FOR THE EMPLOYER:

ST. GENEVIEVE COUNTRY MARKET,
L.L.C.

BY: _____

BY: _____

DATE: _____

SUPPLEMENTAL AGREEMENT-PHARMACY TECHNICIANS

All provisions of the Master Agreement shall apply except as noted below:

A Pharmacy Technician`s duties include, but are not limited to, medication distribution, inventory ordering and control, computer entry, physician office communication, prescription processing and assisting the pharmacist.

Pharmacy Technicians` seniority shall be separate and apart from all other employees covered under the Master Agreement.

Only employees registered with the Missouri Board of Pharmacy shall perform duties within the pharmacy.

Date	Current	9/4/2017	9/3/2018
Pharmacy Tech	11.85	11.85	11.85
Pharmacy Mgr.	13.35	13.55	13.75

Any Pharmacy Tech. employee at \$11.85 or above effective Date of Ratification will receive wage increases of no less than twenty cents (20¢) effective 9/4/2017; twenty cents (20¢) effective 9/3/2018.

All Full-Time Pharmacy Tech employees at the “thereafter” rate or above will receive a one-time bonus of \$400.00 two weeks after Date of Ratification.

All Part-Time Pharmacy Tech employees at the “thereafter” rate or above will receive a one-time bonus of \$200.00 two weeks after Date of Ratification.

PENSION AND HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Employer's obligation to contribute to the Pension Fund under Article 27 – Pensions and under Article 26 – Health and Welfare Fund.

1. The Employer shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

- a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Employer is obligated to contribute for thirty-five (35) hours for that week.
2. The Employer shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

- a. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute forty (40) hours in that week.
- b. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for forty (40) hours in that week.
- c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen

(15) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Employer is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Employer is obligated to contribute for one hundred sixteen (116) hours.

4. The Employer is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

- a. An employee requests vacation pay for time to be taken off the following week. The Employer is obligated to contribute for these hours.
- b. An employee requests vacation pay for time to be taken off a month after the request is made. The Employer is obligated to contribute for these hours.
- c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Employer's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).