

AGREEMENT

Between

MERS/GOODWILL
INDUSTRIES

And

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL NO. 655

APRIL 25, 2021

THROUGH

APRIL 24, 2023

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is made and entered into as of the 25th day of April 2021, in Festus, Missouri by and between MERS/Missouri Goodwill Industries located solely at 1255 N. Truman Boulevard, Festus, MO, 63028 ("Agency", "Employer" or "Company") and The United Food & Commercial Workers, Local 655, 300 Weidman Road, Ballwin, MO, 63021 ("Union").

ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. As a result and pursuant to the election conducted on September 3, 2019, in Case Number 14-RC-246084, the Agency recognizes the Union as the sole and exclusive bargaining agent for hours, wages and other conditions of employment for "all full-time and regular part-time Retail Associates" employed by the Agency solely at its Retail Store located at 1255 N. Truman Boulevard, Festus, MO, 63028, but excluding "office clerical employees, professional employees, guards and supervisors as defined in the Act."

Section 2. It is agreed and understood that the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above-defined employees. The recognition herein granted conveys no rights, express or implied, to the Union or any employees, other than the right of the above-defined employees, to be represented by the Union, to the extent specifically provided by the National Labor Relations Act, as amended. It is further understood that the Agency recognizes the Union as the bargaining representative for the above-defined employees performing such work provided such work is available based upon business considerations.

Section 3. This Agreement cancels and supersedes all previous contracts and agreements (written, oral, express or implied) of every nature between the Agency and the Union, except those specifically incorporated herein by reference. This Agreement cannot be modified, amended, added to, or subtracted from, except by an instrument in writing signed by the Agency and the Union of equal formality with this instrument.

Section 4. The Agency and the Union agree that this Agreement embodies all agreements that exist between them and that any term, condition or matter affecting Agency-Employee relations not specifically relinquished or released in this Agreement, is hereby reserved and exclusively vested in the Agency. Nothing in this Agreement shall be construed as constituting an acknowledgment by the Agency that any work or the operation of any equipment is or may become the exclusive right of any employee or classification of employees represented by the Union.

Section 5. It is also specifically agreed that the failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this Agreement unless mutually agreed to by the Union and Agency.

ARTICLE II - SHOP STEWARDS

Section 1. The Agency recognizes the right of the Union to designate one of the employees in the bargaining unit as a shop steward. The Agency shall be informed in writing of the name of the steward before the Agency grants recognition. The authority of the steward so designated by the Union will be limited to and will not exceed the investigation, processing and presentation of grievances to designated Agency representatives in accordance with the provisions of the grievance procedure in this Agreement. Any Steward must be an active Agency employee (laid-off or terminated individuals cannot be a Steward).

Section 2. The Steward's duties shall not be performed during assigned working time, except as otherwise agreed in writing by the Agency and Union.

Section 3. A Steward has no authority to take strike action, or any other action interrupting the Agency's business, except as authorized by official action of the Union. The Agency in so recognizing such limitations will have the authority to discharge any Steward that takes unauthorized strike action, including engaging in a slowdown or work stoppage in violation of this Agreement.

Section 4. Any time spent performing duties related to the Steward position will be unpaid and shall not be considered hours worked for purpose of computing eligibility for overtime or any other benefits.

Section 5. Any time spent by a bargaining unit employee meeting with a Steward regarding the investigation, processing and presentation of a grievance will be unpaid and shall not be considered hours worked for purpose of computing eligibility for overtime or any other benefits.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Agency hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Missouri and of the United States in the executive management and administrative control of the Agency, its property and its retail store located at 1255 N. Truman Boulevard, Festus, MO, 63028, the only location involved herein, except as modified by specific language in this Agreement.

Section 2. The Agency shall have the right to exercise full control and discipline over its operation in the interest of providing its services and products to customers in a cost conscious, timely and efficient manner; subject, however, to the terms of the Agreement and to the employees' privilege of presenting grievances as herein defined and provided for.

Section 3. Except as otherwise specifically limited by this Agreement, the Agency maintains its rights to fully control any matters concerning the management of its operations and the conduct of its employees, including, but not limited to:

- A. The hiring, training, assignment of work, assignment of shifts, scheduling, direction, supervision, discipline and discharge of employees for just cause;
- B. The planning, direction, control, scheduling, modification and elimination of any or all operations and specifically including, but not limited to, the establishment and general determination of the nature and extent of products to be offered and services to be provided;
- C. The determination of the equipment, vehicles, structures and other materials to be used in performing work at the Festus Retail Store;
- D. The right to determine, implement and enforce procedures, policies, techniques, methods and means of operating the Agency's Retail Store in Festus;
- E. The determination of the hours of work, days of work, days off, number and times of shifts;
- F. The establishment and elimination of jobs, positions and classifications;
- G. The determination of financial policies, including general accounting procedures, establishment and modification of pay days and merit pay;
- H. The establishment of rules, policies and procedures regarding customer relations;
- I. The determination of the duties and responsibilities associated with specific job titles and the absolute ability to modify said duties and responsibilities;
- J. The determination of the size of the workforce;
- K. The determination as to the allocation and assignment of work, including overtime, to employees;
- L. The determination of policies affecting the selection of employees and/or applicants for employment, promotion, demotion and transfer;
- M. The establishment of standards of customer service, quality of work, speed of work and other measures of employee productivity, including improvement, change or elimination of methods, materials or equipment;
- N. The right to establish, implement, enforce, modify from time to time or eliminate rules and regulations, including safety rules and regulations, for the conduct of the employees. If the Agency exercises its right to establish, implement, modify or eliminate any rules or regulations, the Agency will provide the Union with written notice as provided for in this Agreement at the same time the Agency exercises its rights;

- O. The right to close its entire Retail Store located at 1255 N. Truman Boulevard, Festus, MO, 63028, or any part thereof, and, if desired, move the impacted work to any other Retail Store regardless of whether said Retail Store is operated by the Agency and regardless of whether the Retail Store is unionized;
- P. The unfettered right to determine if and when overtime is needed;
- Q. The right to require employees to work overtime;
- R. The right to subcontract, transfer, assign or re-assign all or any portion of its business, or any work currently being performed by bargaining unit employees or that may be performed by bargaining unit employees in the future, either temporarily or permanently, to any other location regardless of whether said facility is operated by the Agency and regardless of whether the location is unionized;
- S. The right to determine the type of seniority (e.g... job classification seniority, job pay code seniority, plant wide seniority) to be used with respect to each employment decision where Seniority must be considered as provided for and defined in this Agreement;
- T. The right to introduce new or improved research, production, service, distribution, delivery warehouse and maintenance methods, materials, machinery and equipment;
- U. The right to implement technological changes and new equipment regardless of whether said implementation will result in the layoff/termination of bargaining unit personnel. The Agency agrees to give the Union fifteen (15) calendar days' notice before implementing technological changes and/or new equipment;
- V. The right to subcontract, transfer, assign or re-assign all or any portion of its business or any work currently being performed by bargaining unit employees or that may be performed by bargaining unit employees in the future, either temporarily or permanently, to any outside contractor with the intention of them performing the work inside or outside the Agency's Festus Retail store;
- W. The elimination of job titles, positions and job classifications.

Section 4. The Agency's failure to exercise rights reserved to it, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Agency from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5. The Agency is free to utilize any employee at any time to perform any type of work even if such work is not covered by this Agreement, or any other Agreements entered into by the Union and Agency. The Union will not support, through sympathy strike, or any other means, any other union's attempt to limit the work or services performed by the Agency and its employees.

Section 6. Any other decisions related to the management of the Retail Store covered herein and the employees not specifically excluded within this Agreement falls within the purview of management rights and the foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

ARTICLE IV - UNION SECURITY

Section 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 Agency 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.

Section 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 Agency agrees to deduct initiation fees, Union dues and uniform assessments where lawful, uniformly required as a condition of acquiring or maintaining 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 Agency.

The Agency 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 Agency a list of member employees and the amounts due therefore, including dues owing for the succeeding month.

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

The Agency will deduct Union dues and initiation fees on a bi-weekly basis. The Agency \ shall, on or before the tenth (10th) day of the following 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 Agency will submit to the Union a list of employees hired the previous month. The list will include the employees' names, social security numbers, store codes, job codes and dates of hire.

Once bi-weekly, the Agency will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the Agency the amounts to be deducted on the regular monthly billing.

Section 3. No employee shall be deprived of membership in the Union except in accordance with the Constitution and By-Laws of the Union.

Section 4. The Agency 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.

Section 5. The Agency and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation.

Section 6. The Agency agrees not to enter into any agreement or contract with their employees, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement.

Section 7. When a new employee is hired, the Agency will notify the Union of the dates and times of the employee orientation. The Agency will allow the Union to meet with all new hires, either in-person or virtually, for no more than 5 minutes during orientation.

ARTICLE V - NON-DISCRIMINATION

Section 1. The parties agree that race, color, age, creed, religion, disability, sex, national origin, sexual orientation, gender identity, or any other prohibited basis under applicable federal, state or local law, shall not be a factor in the hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. In addition, the Union and the Agency agree that no employee shall be deprived of equal employment opportunity nor be subject to any discrimination, harassment or retaliation in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, sexual orientation, gender identity, national origin or any other prohibited basis under applicable federal, state, or local law.

Section 2. The words "man," "woman," "men," "women," "he," "she," "him," "her," "his" and "hers" wherever used in this Agreement and whether as words or as syllables in words, shall be interpreted to mean "person" or "persons," and shall be construed to mean a person or persons of either sex.

Section 3. Complaint Procedure. If an employee feels they have been the subject of discrimination, harassment or retaliation while on the Agency's premises, whether by other employees, supervisors, vendors, customers, or other third parties, the employee must immediately notify their immediate supervisor. If the employee's immediate supervisor is unavailable or if the employee believes it would be inappropriate to notify their immediate supervisor, the employee is required to immediately contact the District Manager.

Section 4. Union Responsibilities. The Union acknowledges the Agency has a policy that prohibits discrimination, harassment and retaliation against employees. If any bargaining unit

employee notifies the Union of an alleged violation of this Article or the policy, the Union will bring the matter to the attention of the Agency in accordance with the Agency's policy. Once a complaint has been presented to the Agency, the Union will cooperate with the Agency in its investigation.

ARTICLE VI - DISCHARGE

Section 1. The Agency shall not discipline or discharge any non-probationary bargaining unit member without just cause.

Section 2. Discipline

During an employee's ninety (90) working day probationary period or any extension thereof (all terms defined in the Probationary Period Article of the CBA), the Agency shall have the right to discipline and/or discharge an employee without just cause, and without recourse by the Union or by such probationary employee to the grievance procedure. Moreover, any discipline and/or discharge of a probationary employee is not procedurally arbitrable.

The Union acknowledges and agrees that the employees covered by this Agreement must conduct themselves properly at all times while they are on duty or on the Agency's premises during working hours, and that improper conduct while on duty or on the Agency's premises during working hours may be cause for immediate discipline or discharge.

Section 3. Serious Infractions. The following are considered examples of serious infractions and shall constitute just cause for discipline, up to and including, immediate discharge of the employee for the first violation. With respect to the list below, the Agency has the absolute right to determine the level of discipline imposed and the Agency's decision on the level of discipline imposed may not be questioned or changed/modified by an Arbitrator. The list below, while not all-inclusive, is reflective of the type of violation to be covered under this Section:

1. Removing, concealing, sharing, misappropriating, stealing or possessing without authorization, Agency or Customer property, or property of another employee without authorization. This includes property found in trash or waste containers.
2. Stashing property – items are not placed in a rightful location and are not made available for general public purchase.
3. Failing to report theft, dishonesty, stashing or fraud.
4. Lying, or making false oral or written statements or falsifying Agency records including, but not limited to, automated time management system, employee application, insurance claim information, a doctor's statement, safety record or other Agency record required to be made by law, regulation or Agency policy.
5. Having another employee clock-in or out for an employee or clocking in or out for another employee.

6. Making physical threats against another employee or someone on Agency premises including a customer/visitor.
7. Engaging in conduct in violation of the Agency's harassment or discrimination policy.
8. Engaging in physical violence, fighting or provoking a fight on Agency premises or any time while on duty.
9. Gross negligence while on duty including gross negligence associated with performance of job duties.
10. Refusing to take a drug or alcohol test.
11. Testing positive for drugs and/or alcohol.
12. Being under the influence of alcohol or drugs while on duty or on Agency property or on the Agency's premises or at an Agency sponsored activity.
13. Knowingly failing or refusing to carry out orders, instructions, or directions from a supervisor provided the supervisor is not ordering, instructing or directing an employee to violate an existing state or federal law or the employee's safety.
14. Failing to report an accident at work or away from work (if an injury suffered away from work would prevent them from performing the essential functions of their job) to the designated Agency representative.
15. Performing assigned work in a manner that results in damage to product, equipment or person.
16. Knowingly allowing or failing to immediately report an unauthorized person in a non-customer area of the Agency's premises.
17. Concealing or failing to report work that creates a safety issue.
18. Intentional damage or destruction to Agency property, vehicles, material, tools or equipment, etc. or failure to report accidental damage to Agency property, vehicles, tools or equipment, etc.
19. Intentionally damaging property belonging to an employee or a customer/visitor or failure to report accidental damage to property belonging to an employee or a customer/visitor.
20. Unauthorized use of Agency equipment/vehicles/tools.

21. Abandoning the job before end of shift.
22. Intentionally creating or contributing to unsafe working conditions.
23. Intentionally failing to clock in or out consistent with the provisions of this Agreement.
24. Interfering with the work of the Agency.
25. Nesting while on duty.
26. Releasing confidential information to unauthorized persons.
27. With the exception of safety issues, taking pictures in the facility without appropriate management permission. A copy of any picture taken must be provided to the Agency's Loss Prevention Department.
28. Use of Agency equipment, vehicles, tools, materials, or facilities for personal purposes unless specifically authorized by management.
29. Operating powered machinery without proper licensing, certification, or authorization.
30. Using racial slurs.
31. Two (2) no-call/no shows in a six (6) month rolling period or three (3) no-call/no shows in an eighteen (18) month rolling period.
32. Sex and/or sexual activity on Agency property or on the Agency's premise.
33. Viewing and/or downloading of porn on any agency device, computer and/or laptop.
34. Possession, distribution, solicitation, or use of alcohol or illegal drugs on Agency property.
35. Retaliating against another person for making a complaint.
36. Any act of violence or aggression directed toward another employee, visitor, client, or customer including verbally abusive language.
37. Failure to report any felony convictions to the Agency within fourteen (14) calendar days of conviction.
38. Use of Agency vehicles for non-Agency business, including transportation of non-Agency staff to or from any location without prior permission from a supervisor.

39. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on the Agency records (including time records).
40. Sexual involvement with a consumer/client with a diagnosed mental or intellectual condition, regardless of age or matter of consent.
41. Engaging in improper conduct toward a supervisor.
42. Failing to report illegal behavior, unethical conduct, instances of abuse or neglect, and breaches in confidentiality to appropriate Agency personnel.
43. Accepting gifts from other employees, outside vendors, or any other company or organization, which would represent a potential or direct conflict of interest with MERS/Goodwill or in return for services.
44. Public urination on Agency property and/or on Agency time.
45. Accessing Agency e-mail without authorization.
46. Failing to provide the Agency with verification of arrest within twenty-four (24) hours of release.

Section 4. Progressive Discipline.

While the Agency generally adheres to the doctrine of progressive discipline for employees for the type of offenses listed below, it is distinctly understood and agreed that nothing herein requires the Agency to engage in progressive discipline, and that the Agency may, in its sole discretion, skip any steps in the progressive disciplinary policy without creating a precedent. The steps may include, but are not limited to, a verbal warning, written warning, final warning, one day suspension, three-day suspension, and termination. The Agency may also suspend an employee pending an investigation.

Each offense, regardless of the conduct, results in the progression of discipline. This list is not all inclusive but is reflective of the type of offense to be covered under this Section.

1. Being on Agency property during the employee's unscheduled hours unless authorized for a valid reason by management.
2. Failure to notify the designated Agency representative of any change in address or telephone number.
3. Failing to clock-in or out consistent with the provisions of this Agreement.
4. Poor job performance.

5. Posting unauthorized notices, defacing walls, or tampering with bulletin boards without authorization.
6. Exceeding lunch and break time.
7. Leaving a work area unattended.
8. Cash underage and overage.
9. Purchasing merchandise prior to the expiration of twenty-four (24) hours of receipt of said merchandise.
10. Repeatedly failing to perform job duties with accuracy (example: cash handling errors, failure to document case notes on clients).
11. Calling off without sufficient sick or vacation hours to cover the time taken.
12. Poor customer service.
13. Refusing a donation.
14. Engaging in roughhousing or horseplay.
15. Smoking in violation of State Law and/or Agency Policy.
16. Using or displaying headphones or Bluetooth devices while in a customer area. If not in a customer area headphones can only be used so long as the employee has the ability to hear out of one ear.
17. Failing to follow the Agency's Safety Rules and Procedures.
18. Acts that result or may result in a serious customer/consumer complaint.
19. Use of personal cell phone for a reason other than listening to audio in a work area for any reason other than an emergency requiring immediate attention.
20. Use of profanity while on Agency premises directed or undirected.
21. Concealing or failing to report defective work.
22. Employees entering unauthorized non-customer areas of any work site without permission.

Unless otherwise stated, the Union reserves the right to file a grievance.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition and Process.

- a. A grievance is a complaint by (1) a bargaining unit member, (2) a group of bargaining unit members, or (3) the Union about wages, discipline or working conditions, including, but not limited to, a violation, misinterpretation or misapplication of any provision of this Agreement.
- b. Any bargaining unit member who is involved in the grievance process shall have the right to Union representation throughout the entire grievance process.
- c. Grievance meetings will be scheduled in an effort to allow for the presence of necessary parties without interfering with operations or service.
- d. There shall be no interference with, or disruption of, work on account of any claims, disputes, differences or grievances that should arise between the Agency and the Union or its members.

Section 2. Grievance Procedure

- a. Informal Resolution Procedure – The Union and/or grievant shall attempt to resolve the problem through informal communication with the grievant's immediate supervisor. If the affected bargaining unit member is not satisfied with the result of the informal communications/meetings, the grievant and/or the Union may formalize the complaint in writing as provided for in Step 1 of the formal grievance procedure set forth below within seven (7) calendar days from the date of the occurrence giving rise to the grievance. In order to proceed to the formal grievance procedure, the grievant and/or Union must make a timely attempt to resolve the issue under the informal resolution procedure. Any grievance filed by the Union and/or grievant where there was no timely attempt to resolve the issue(s) under the informal resolution procedure will be deemed procedurally not arbitrable. Any resolution of a grievance during the informal resolution procedure shall be non-precedential unless both parties agree otherwise, in writing.
- b. Formal Grievance Procedure

Step 1. If a complaint is not resolved through the Informal Resolution Procedure as described in paragraph a (above), a formal grievance shall be submitted in writing by the grievant and/or the Union, to the Store Manager and Executive Vice President or his designee via e-mail at Mkahrs@goodwill.org no later than seven (7) calendar days from the date of the occurrence giving rise to the grievance. The written grievance shall contain the following information and if the grievance does not contain the following information, it shall be deemed procedurally not arbitrable:

1. A statement of the events giving rise to the grievance and containing all known pertinent facts;
2. The Article and paragraph of this Agreement alleged to have been breached or violated, and the manner in which it was breached or violated;
3. The date of the alleged violation;
4. The names of any persons reasonably known to have knowledge of the facts involved;
5. A statement of what is being requested as a reasonable and appropriate adjustment of the grievance; and, the relief desired.

A grievance shall be signed by the aggrieved bargaining unit employee and/or the Union. Support for the grievance shall be limited to the information, and contract provisions identified in the grievance form. No grievant shall be entitled to relief other than the remedy identified in the grievance. All grievances must be filed on workdays, excluding holidays. Any response to the grievance by the Agency at Step 1 must be provided to the Union's Business Representative or the Union's Grievance Process Representative, in writing, within seven (7) calendar days of receipt of the written grievance.

Step 2. If the grievance is not resolved at Step 1, the grievant or the Union may, within ten (10) calendar days after receipt of the Agency's response from Step 1 or within ten (10) calendar days from the date the Agency's response from Step 1 was due if the Agency elects not to respond, request, in writing, that a meeting take place among the Manager of Retail Operations or their designee, the grievant and the Union to review the grievance. If a timely request for a meeting is made, said meeting shall take place within ten (10) calendar days of receipt by the Agency of the written request for a meeting. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. Any response to the grievance by the Agency at Step 2 must be provided to the Union's Business Representative or the Union's Grievance Process Representative, in writing, within ten (10) calendar days of the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2 of the formal grievance procedure, the Union may, within thirty (30) calendar days after receipt of the Agency's response from Step 2 or within forty-five (45) calendar days from the date the Agency's response from Step 2 was due if the Agency elects not to respond, send an e-mail to the Manager of Retail Operations or their designee with notification of the Union's intent to arbitrate.

Upon timely written demand for arbitration of a grievance, the Union shall, within fourteen (14) calendar days after receipt by the Agency of the timely demand for arbitration, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select the Arbitrator by the "strike-off" method of the FMCS panel within fourteen (14) calendar days of receipt of the arbitration panel from FMCS. The Union and the Agency shall

alternate in striking names from the FMCS panel until one name remains. The Union and the Agency shall also alternate in beginning the striking process.

Only one (1) grievance may be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The decision of the Arbitrator shall be final and binding; provided, however, such decision must be limited to the interpretation and application of the express provisions of this Agreement, and the Arbitrator shall have no authority or power to add to, delete, alter, amend, substitute his judgment for that of the Agency or change the terms and provisions of this Agreement. This sentence is very important to ensure the arbitrator has no authority to write provisions where none exists.

The Arbitrator is expressly limited to determining only if a violation of the specific provision(s) of the Agreement identified by the Union in the Step 1 written grievance has occurred. Moreover, any back pay or other monetary liability awarded by the Arbitrator shall not be retroactive past the date of the violation alleged at Step 1. In any discharge or disciplinary layoff case where the Arbitrator decides that the aggrieved employee should be awarded any back pay, the Agency shall be entitled to full credit on such award for the employee's gross interim earnings, unemployment benefits, workers' compensation benefits and disability benefits received by the employee during the period he was not working for the Agency. The relevant back pay period shall be reduced when the employee fails to mitigate his or her loss of income by failing to engage in a good faith effort to secure employment or by removing himself or herself from the labor market.

Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each step above shall be deemed of the essence, and not merely procedural. Any grievance shall be considered withdrawn with prejudice and not procedurally arbitrable if not processed to the next step or to arbitration within the time limits set forth above. Failure of the Agency to respond within the time limits set forth above shall mean that the grievance has been deemed denied and the Union may proceed to the next step. The specified time limits may be extended only by mutual agreement, in writing, between the Agency and the Union.

Section 3. The waiver of any of the time limits set forth above in any case or cases shall not constitute a precedent or a waiver of any time limits in future cases or be used as a defense or excuse for future failures to observe any prescribed time limits.

Section 4. The formal procedure outlined above is not intended to foreclose the settlement of grievances at the supervisor or manager level. Such discussions and settlements are to be encouraged at all times. If the Agency and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be conclusively bound thereby and both the Union and the aggrieved employee shall thereafter be prohibited from reviving or further prosecuting said grievance.

The settlement of a grievance during the formal grievance procedure shall be binding on the parties unless the parties agree, in writing, that the settlement is non-precedential.

Section 5. Unless otherwise provided herein, it is the intention of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy of the Union for any alleged breach of this Agreement.

Section 6. It is hereby agreed by both parties that the costs for the arbitration process, and all applicable fees, including the arbitrator's fees, shall be shared equally by the parties.

Section 7. Burden of Persuasion in Discharge or Discipline Matters. In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Agency. The burden of persuasion on the issue whether the discipline imposed was excessive, unreasonable or an abuse of management shall rest on the Union. The Union is required to identify, in writing, all comparable employees twenty-one (21) calendar days before the arbitration if the Union seeks to assert inconsistent treatment.

Section 8. No prior discipline of an employee may be challenged in an arbitration regarding a new disciplinary action (if timely grieved). The arbitrator's decision shall be based solely upon his/her reasonable interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

Section 9. In any discipline case, evidence that an employee was not disciplined for a prior infractions shall not be a defense to any disciplinary action, including discharge, taken by the Employer and shall be inadmissible in an arbitration hearing for the purposes of challenging the propriety of any discipline imposed.

ARTICLE VIII - NO STRIKE, NO LOCKOUT, NO PICKET LINES

Section 1. It is agreed that there shall be no picketing, respecting of picket lines, handbilling, bannering, supporting strikes, strikes, slow-downs, sympathy strikes, work stoppage or any other activity which interferes with the Agency's operations during the life of this Agreement, nor shall any officer or official of the Union or Union Steward, assist or encourage any picketing, handbilling, bannering, strikes, slow-downs, sympathy strikes, work stoppage or any other activity which interferes with the Agency's operations during the life of this Agreement. If any employee, or group of employees represented by the Union, should violate the intent of this section, the Union shall take immediate affirmative action to prevent such prohibited acts and take all necessary steps to effectuate the prompt and orderly resumption of work. The Union, in such case, will promptly notify the Agency and such employee or employees, in writing, of its disapproval of such violation, and denounce such prohibited activities. Violation of the provisions of this Article shall be grounds for disciplinary action or discharge, as determined solely by the Agency, without recourse to the grievance or arbitration procedure by either the Union or the employees.

Section 2. It is further understood and agreed, without in any way limiting the generality of Section 1 of this Article, that any refusal by any employee to perform his duties, because such duties, as the Agency in its sole discretion shall provide, require him to work at any operation wherein the employees are on strike or are involved in any other type of work stoppage,

or any other refusal to perform duties in order to support any other Union activity, shall be considered a work stoppage or slow-down in violation of this Article and this Agreement.

Section 3. It is understood and agreed, without in any way limiting the generality of the first section of this Article, that any refusal on the part of any employee to cross any picket line at any place, when it is necessary to cross such picket line under performance of his duties, as the Agency in its sole discretion shall direct, shall be a work stoppage or slow-down in violation of this Article and this Agreement.

Section 4. The Union shall not be liable for damages on account of picketing, bannering, hand-billing, supporting strikes, strikes, sit-downs, slow-downs, sympathy strikes, work stoppage or any other activity which interferes with the Agency's operations during the life of this Agreement, which it did not initiate, authorize or condone provided, however, that in order to avoid such liability, the Union must, within twenty-four (24) hours after receiving notice from the Agency of the beginning of any picketing, respecting of picket lines, strikes, bannering, hand-billing, supporting strikes, sit-downs, slow-downs, sympathy strikes, work stoppage or any other activity which interferes with the Agency's operations, furnish the Agency with a letter, signed by the president or some other duly authorized officer of the Union with authority to act in his absence, disavowing all responsibility therefore. The Union shall also send an e-mail to all bargaining unit members denouncing the unauthorized activities. Failure to furnish such letter, or send the e-mails described herein within the time required will serve as an admission by the Union that it is supporting the unauthorized activities in violation of this Agreement, and it is understood and agreed that the Union will be liable for any damages caused thereby to the Agency.

Section 5. It is further expressly understood and agreed that, should any act in violation of the intent of this Article occur during the life of this Agreement, the Agency may seek injunctive or other appropriate equitable relief in a court of competent jurisdiction, and it is hereby also expressly agreed that such court of competent jurisdiction shall be vested with and have full legal authority and jurisdiction to grant and order appropriate injunctive or other equitable relief to bring an immediate end to any such conduct in violation of this Article, any federal or state statute, law, or legal interpretation to the contrary notwithstanding.

Section 6. During this Agreement, the Agency agrees that it will not cause a voluntary complete cessation of operations of the Agency to support the Agency's bargaining position, commonly called "lockout," so as to prevent employees from working. Temporary or permanent shut-downs by the Agency for economic or other reasons shall not be considered lockouts nor shall the discontinuance of work by order of court.

ARTICLE IX - PROBATIONARY PERIOD

Except as otherwise stated herein, at the beginning of any period of employment by the Agency, any worker not affiliated with a temporary/employment agency shall be on probation for a period of ninety (90) continuous working days. This probationary period can be extended by the Agency, at its sole discretion, an additional sixty (60) calendar days so long as written notice of the extension is provided to the Union.

The length of service for those employees that complete the probationary period including any extension of the probationary period will be calculated from the date of the commencement of the probationary period. During the probationary period including any extension of the probationary period, the Agency may, at its sole discretion, layoff, discipline, suspend, terminate, or discharge a probationary employee, and the Union agrees that neither the Union nor the probationary employee has recourse to the grievance procedure and that any arbitration involving a probationary employee shall be deemed procedurally not arbitrable.

ARTICLE X - HOURS OF WORK, SCHEDULING AND OVERTIME

Section 1. Work Week. The workweek for the purpose of calculating overtime pay only shall consist of seven (7) calendar days beginning at a certain time on the first day of the workweek and ending 168 continuous hours after that start time. The Agency has the right to change the workweek in accordance with any applicable law.

Section 2. Completion of Work. Employees shall be expected to work each and every scheduled workday until all work assigned by the Agency is completed.

Section 3. No Guarantee. Forty (40) hours shall constitute a normal week's work for a regular full-time employee but nothing contained in this Article or in any other provision of this Agreement shall ever be construed as a guarantee of, or limitation on, the number of hours of work per day, per week or per year to be performed by employees who are covered by this Agreement. The workday and the workweek may fluctuate according to the needs of the business. The Agency reserves the right to reduce or increase the number of hours in a workday or in a workweek. Moreover, it is understood and agreed that all employees shall perform such work as they may be required and directed by the Agency to perform, notwithstanding the job duties they may normally and usually be assigned to perform.

Section 4. Overtime Pay. For all work performed in excess of forty (40) hours in any one work week, the Agency will pay at the rate of one and one-half times the regular straight time rate of pay. Time paid but not actually worked, such as holidays, jury duty leave, bereavement leave and vacation, shall not be computed in the calculation of overtime pay.

There shall be no pyramiding of overtime pay -- an employee will not receive overtime pay twice for the same hour worked.

Section 5. Requirement to Work Overtime. Employees shall be required to work all specified overtime unless excused by management.

Section 6. Shifts. The Agency shall have the flexibility to establish weekly shifts in a manner that permits continuous coverage for the operation and the right to maintain, institute, eliminate and change shifts. The Agency has the right to determine the number of employees per shift and the work to be performed on each shift.

Section 7. Work Schedules. The Agency shall have the right to determine and establish weekly work schedules. All employees on a shift need not be assigned to the same work

schedule. The Agency has the absolute right to establish the starting and quitting time for each employee and the days to be worked in any work week. The Agency reserves the right to release employees before the end of a shift. If an employee is released prior to the end of a shift, the employee will not be paid for the time between when the employee is released and the scheduled end of the employee's shift.

Employees will normally be scheduled to work eight (8) hour shifts Monday – Saturday and eight and one-half (8.5) hours on Sunday exclusive of any unpaid meal period. The Agency may schedule employees six (6) days within a seven (7) day period.

Section 8. Change to Pay Period. The Agency agrees to negotiate any change to the pay period.

Section 9. Breaks. Each employee is allowed two (2) fifteen (15) minute breaks during an eight (8) hour shift. Normally, one is taken prior to lunch and the other is taken after lunch. The timing of all breaks must be approved by a supervisor. Employees must clock in and out whenever they start and end their break. If an employee takes a break in excess of the time permitted, the employee will be subject to disciplinary action up to, and including, termination.

Section 10. Lunch. Each employee is also allowed thirty (30) minutes of unpaid time for lunch. The time the lunch is taken is at the employee's discretion so long as the employee has approval from his supervisor. The Agency may require the logging of break time through the time system. If an employee takes a lunch break in excess of the time permitted, the employee will be subject to disciplinary action up to, and including, termination.

Section 11. Leaving the Premises. Authorization from a supervisor must be secured before an employee may leave the premises during working hours for non-business purposes. If authorization is secured, the employee must punch in and out on the time clock.

ARTICLE XI - SENIORITY

Section 1. Definitions. "Seniority" as the term is used in this Agreement, shall mean and include the following factors and shall have importance in the order stated: skill, ability, qualifications, attitude and ability to perform the work efficiently, economically and satisfactorily as determined by the Agency; physical fitness to perform the work efficiently and economically on the particular job as determined by the Agency; and length of continuous service (either job classification or store). Length of continuous job classification service shall be computed based on the employee's most recent service in the Agency. Employees will be selected for available training by seniority.

Section 2. Seniority of an employee shall be broken or terminated when an employee:

- a. Quits.
- b. Retires.

- c. Is discharged.
- d. Is absent from work for two (2) working days in a rolling six (6) month period without notifying the Agency or is absent from work for three (3) working days in a rolling eighteen (18) month period without notifying the Agency.
- e. Fails to report for work at the end of a leave of absence.
- f. Fails, following layoff, to notify the Agency of the employee's intent to return to work on the date specified for recall within three (3) calendar days, following receipt of notice of recall from layoff by certified mail to the employee's last known address or the last attempted date of delivery of certified mail, whichever is earlier.
- g. Fails to return to work after being recalled on the date specified.
- h. Has been on layoff for a period of more than twelve (12) months or for a period in excess of the employee's seniority, whichever is less.
- i. Accepts other employment during a period of sick or medical leave without prior written permission.

Section 3. Termination of seniority as used in this Agreement shall mean termination of employment.

Section 4. All other provisions in this Agreement notwithstanding, any employee who shall have been absent from work for any reason for a period in excess of thirty (30) calendar days, shall not be eligible for any economic benefits unless specifically required by law.

Section 5. If an employee has been off work due to a condition caused by an accident, the employee, prior to returning to work, must furnish the Agency in writing with proof of the existence of a condition caused by an accident, signed by a physician and certifying that the employee has the physical ability to work on their regular job or specifying any limitations. The Agency may, at any time, require an employee to take a physical examination given by the Agency's doctor, at the Agency's expense, and no employee shall be permitted to work in the event the Agency doctor, in writing, states that the employee is not physically able to perform.

Section 6. If an employee has been off of work due to illness in excess of three (3) working days, the employee, prior to returning to work, must furnish the Agency in writing with proof of illness, signed by a physician and certifying that the employee has the physical ability to work on his regular job and specifying any limitations. The Agency may, at any time, require an employee to take a physical examination given by the Agency doctor and no employee shall be permitted to work in the event the Agency doctor, in writing, states that the employee is not physically able to perform. The Agency will pay for such a physical examination.

ARTICLE XII - NO FAULT ATTENDANCE POLICY

Section 1. Purpose and General Description. The purpose of this policy is to encourage regular attendance on the part of each employee. Every person and every job function is important. When an employee is not at work, it places an additional burden on everyone.

This policy, however, recognizes that there will be times when employees must legitimately be absent, tardy, and/or leave early from work.

This policy establishes procedures for fair and consistent treatment in cases of repeated chargeable absences, tardiness and/or leave earlies. NO FAULT means the Agency will not seek or accept excuses or reasons except as provided for in this Agreement.

The Agency views attendance on the job and working the scheduled hours of work to be an essential function of any job and a binding obligation on the part of each employee.

Section 2. Non-Chargeable Absence. A non-chargeable absence includes vacation, bereavement leave, Agency holidays (unless required to work), jury duty service, any absence covered by applicable law (e.g. FMLA and ADA) or any other approved leaves. The Agency agrees to engage in the interactive process with any employee whose absence is covered by the Americans With Disabilities Act. Additionally, if an employee of the Agency shall enlist or be conscripted into the Armed Forces of the United States, such time shall be a non-chargeable absence. All other absences will be treated as chargeable absences as defined below.

Section 3. Chargeable Absences. The following types of absences are chargeable and can result in discipline, up to and including, discharge.

- a. Full Day Absence. A full day absence is defined as each instance where an employee misses more than half of the employee's scheduled shift unless otherwise excused herein.
- b. Tardy. A tardy is defined as clocking in after the employee's assigned starting time.
- c. Leave Early. A leave early is defined as each instance where an employee leaves work before the conclusion of the employee's scheduled shift or any extension thereof.

Section 4. Call In Procedure. All absences listed under Sections 2 and 3 of this Article must be reported by the employee at least two (2) hours before the start of their assigned shift time. To report an absence, an employee MUST either call and personally speak to a member of management or leave a message on the telephone answering system designated to take calls of this nature, or whatever reporting system is in effect at the time of the absence. The Agency has the sole discretion to determine the type of reporting system, but the Agency must provide reasonable advance notice to the Union of any new reporting system. The telephone number is (314) 982-8882.

The call-in procedure must be followed each day an employee is unable to report to work as scheduled, unless specifically excused from such call-in procedure for good and valid reasons, by the Store Manager, in writing.

Section 5. No Call/No Show. Absent from work for two (2) working days in a rolling six (6) month period, without notifying the Agency or is absent from work for three (3) working days in a rolling eighteen (18) month period without notifying the Agency.

Section 6. Lack of Work. If an employee clocks in over one (1) hour after the employee's scheduled start time, the Agency reserves the right to send the employee home.

Section 7. Discipline. Unacceptable Attendance. The Agency will use progressive discipline up to and including discharge to address attendance issues. No Call/No is covered in the discipline Article.

ARTICLE XIII - LAYOFF/REDUCTION IN FORCE

Section 1. Determination of Layoff. The Agency shall have the right to determine the timing of layoffs, the shift(s) to be affected and the total number of employees to be laid off in each job classification (part time and full time), by shift. The Agency will provide the Union with notice of the date of the reduction in force as well as the names of the employees subject to the reduction in force prior to the reduction.

Section 2. In all layoffs of the working force or recall after layoff, seniority as defined in this Agreement shall govern.

Section 3. For the purpose of this Agreement, the term "seniority" shall be applied on the basis of job classifications.

Section 4 Recall.

Order of Recall. If the Agency determines it is necessary to fill the vacancies created by the layoff, said employees shall be recalled in the reverse order of layoff.

Notice of Recall. The Agency will forward notice of recall by certified mail to the last known address of the employee as reflected on Agency records. At the same time, the Agency will call the employee using the cell phone number, if any, in the employee's file. The employee must, within three (3) calendar days from the date of delivery or the last attempted date of the delivery of the notice, whichever is earlier, notify the Agency of the employee's intent to return to work on the date specified for recall and thereafter, return to work on said date. If the employee fails to indicate their intent to return in a timely manner the employee loses all recall rights. If an employee fails to return to work on the date specified the employee loses all recall rights.

Any employee on layoff who is recalled may be required by the Agency to undergo a physical examination, at the Agency's expense, and a drug/alcohol test.

ARTICLE XIV - LEAVES

Section 1. Jury Duty and Judicial Proceedings Leave. The Agency will grant jury leave in accordance with applicable law. Employees are required to appear at any and all administrative and judicial proceedings if instructed to do so by the Agency. Any full-time, non-probationary employee who is subpoenaed and who reports for jury service, shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight time rate of pay.

Section 2. Military Leave. The Agency will grant military leave in accordance with applicable law.

Section 3. Other Leave. The Agency will grant all such additional leave as is required by law including leave under the FMLA and Americans with Disabilities Act.

Section 4. Bereavement Leave. Any full-time bargaining unit employee that has a death in the immediate family will be granted up to five (5) days of paid absence from the date of the death to the date of the funeral. Any part-time bargaining unit employee that has a death in their immediate family will be granted paid time off to attend the funeral of the immediate family member. If scheduled on the day of the funeral the employee will be compensated for all scheduled hours missed to attend the funeral at the employee's straight time rate of pay. The immediate family is defined as the employee's father, mother, spouse, brother, sister, son, daughter, mother or father-in-law, grandparents, or grandchildren.

An employee who requires time off due to a death in the immediate family must notify their supervisor. The date of the death, date of the funeral and the relationship of the deceased to the employee must be reported, if requested by the Agency. Upon return to work from the absence, the employee shall provide proof of the death in the immediate family, if requested by the Agency based on reasonable suspicion the employee is attempting to abuse the leave. If an employee fails to provide such proof, if requested, the employee will not receive bereavement pay and will be in violation of Article XII. If an employee fails to provide such proof, if requested, and there is evidence that the employee was dishonest the employee shall be terminated.

Section 5. Union Leave. Employees appointed as a Shop Steward may take up one (1) consecutive week off without pay (or use vacation or other leave) each year to attend UFCW Local 655 Shop Steward Training. The Union must give the Agency sixty (60) days' notice of the need for leave.

Employees duly elected to serve as a Vice President with Local Union No. 655, or appointed as a Shop Steward, shall upon giving proper notice, be granted an unpaid leave of absence to attend scheduled meetings or conferences. However, at the employee's request, when attending meetings of two (2) or less hours, the employee will have the daily work schedule adjusted without penalty to the employee.

Section 6. Management Leave. A management leave of absence may be granted to an employee accepting a management position with the Agency subject to the written approval of the

Agency for a period of time not to exceed sixty (60) days. Seniority will not be interrupted during this period.

ARTICLE XV - PHYSICAL EXAMS AND DRUG SCREENING

Section 1. Physical Exam. The Agency reserves the right to require all newly hired employees covered by this Agreement, as a condition of employment, to pass a physical examination to establish their fitness to perform the job(s) for which they applied.

Section 2. Pre-Employment Drug Screen. Successful applicants for employment may be required, as a condition of employment, to pass a pre-employment drug/alcohol screen ("drug test").

Section 3. Reasonable Suspicion. The Agency may require, upon reasonable suspicion that an employee is under the influence of drugs or alcohol while performing work for the Agency, that an employee undergo a drug or alcohol test. If an employee is found to be under the influence of drugs or alcohol while performing work for the Agency, said employee will be subject to immediate discharge.

Section 4. Post Accident Testing. The Agency will require any employee involved in an accident to submit to a drug test. If an employee is found to be under the influence of drugs or alcohol while performing work for the Agency, said employee will be subject to immediate discharge.

Section 5. Definitions. The term "under the influence" is defined as the presence of any detectable amount of prohibited substances, as identified below, in the employee's system while at work.

Section 6. Prohibited Substances and Conduct.

a.. Alcohol. The possession, sale, purchase, transfer, use of, or being under the influence of alcohol by an employee during work hours, while performing Agency business, in an Agency vehicle or while in possession of an Agency vehicle or otherwise while on Agency premises is prohibited.

b. Legal Drugs.¹ The sale, purchase or transfer of any legally obtained drug by any employee during work hours, while performing Agency business, in an Agency vehicle or while in possession of an Agency vehicle or otherwise while on Agency premises is prohibited. Unless otherwise stated herein, the possession, use of, or being under the influence of (to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Agency) any legally obtained drug by any employee during work hours, while performing Agency business, in an Agency vehicle or while in possession of an Agency vehicle or otherwise while on Agency premises is prohibited. An

¹ "Legal Drug" includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used in the dosages and for the purpose of which they were prescribed or manufactured.

employee may continue to work while using a legal drug if management has determined that the employee does not pose a threat to their own safety or the safety of co-workers and that the legal drug does not significantly affect the employee's job performance.

c. Illegal Drug.² The possession, sale, purchase, transfer, use of, or being under the influence of any illegal drug by any employee during work hours, while performing Agency business, in an Agency vehicle or while in possession of an Agency vehicle or otherwise while on Agency premises is prohibited.

Section 7. Testing Procedure. Testing shall be by urinalysis or a cost-effective substitute such as saliva or hair at a facility that follows certified guidelines. A blood test will only be used if the suspected substance cannot be detected through traditional means such as those referenced herein.

Section 8. Failure to Test. When an individual is directed by the Agency to submit to drug/alcohol testing, pursuant to Sections 1, 2, 3, 4 or 5 above, and such individual refuses/fails to submit to such required testing, the employee's refusal/failure to submit will be construed as an admission of guilt and the employee will be immediately discharged. If an employee switches, adulterates, or in any other manner modifies or attempts to modify a urine sample submitted to testing, such action shall be deemed to be a refusal and/or failure to submit to required testing by the employee and the employee will be discharged.

Section 9. Consequences of Violation. Unless otherwise stated, any violation of this Article including, but not limited to, a positive test result or a refusal/failure to submit to a test, will result in immediate discharge.

The only exception to the above is if an employee with five (5) or more years of continuous service who is not on a Final Warning, tests positive. If an employee with five (5) or more years of continuous service, who is not on a Final Warning, tests positive the employee will be placed on a leave of absence and/or 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, including refusal to take a test, will result in disciplinary action up to and including discharge.

As a further condition of employment 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 a random test proves positive for drugs or alcohol, the employee will be discharged.

² "Illegal Drug" means: any drug (a) which is not legally obtainable (including "look a likes", synthetic or "designer" drugs, and other mind-altering substances,), or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs in the name of someone other than the employee using the drugs, or prescribed drugs not being used for prescribed purposes. It also includes marijuana, a narcotic drug or any derivative thereof, an amphetamine or any formulation thereof, or any "Schedule I" drug, as defined in the Federal Motor Carrier Safety Regulations of the United States Department of Transportation.

Section 10. Confidentiality. All actions taken under the authority of this Article will respect the confidentiality of employees and applicants. Information relative to investigations, possible violations of the Article, drug/alcohol screen results, and other such information will be communicated only on a “need to know” basis. The laboratory or medical facility performing the drug/alcohol testing will be directed to provide the results or any drug/alcohol screen to the examining physician or his representative(s) only. The results will be submitted to a designated management official of the Agency.

Section 11. Use of Legal Drugs – Reporting Requirements. Any employee who is taking prescribed medication, or any employee who is taking an over-the-counter medication, which could induce drowsiness, disorientation, impairment to coordination or attention, or any other impairment, and which could affect the employee’s ability to perform his job must advise the Agency of the type of medication being used, the amount of daily medication, the expected length of time he will be using such medication and the expected side effects of such medication. If, in the opinion of management, the medication renders an employee unfit to perform his duties safely and efficiently, the employee will either be reassigned to other work or sent home until he is fit to resume working. Failure to notify the Agency of consuming this type of medication will be a violation of this Article and will result in disciplinary action up to and including termination of employment.

Section 12. In the event any test results do not establish that the employee tested positive for alcohol or drugs, the Agency shall expunge from its records all references to the testing.

Section 13. If you are someone who is struggling and want to know how MERS/Goodwill can help please contact the Vice President of Human Resources. You will not be subject to discipline for coming forward so long as you tell the Agency about your dependency issue before you are asked/required to submit to a drug test.

ARTICLE XVI - WORK BY OTHERS

Executives, Managers, and Supervisors (including the Assistant Manager and Leads), shall be allowed to perform bargaining unit work in the circumstances listed below provided that it does not result in a bargaining unit employee being displaced:

1. To assist with the training of bargaining unit employees.
2. In the event of an emergency.
3. To temporarily relieve bargaining unit employees.
4. To cover absences for any reason including leaves.
5. To assist in maintaining time requirements.
6. To meet customer demands and/or service customers.
7. There is an insufficient number of employees reasonably available to do the work.

ARTICLE XVII - TEMPORARY WORKERS/VOLUNTEERS

Section 1. Use of Temporary Workers/Volunteers. The Agency has the unrestricted right to utilize temporary workers and/or volunteers, including temporary workers hired from an outside agency, to perform any and all work including work also performed by bargaining unit employees. The use of temporary workers/volunteers shall not result in the layoff of any bargaining unit employee or directly result in the reduction of an employee's scheduled hours as determined by reviewing the employee's average weekly scheduled hours over the last thirteen (13) weeks.

Section 2. Temporary Workers/Volunteers Not Represented By the Union. During the period of time any temporary worker/volunteer is utilized by the Agency, the temporary worker/volunteer will not be represented by the Union and shall not be covered by the terms of this Agreement including, but not limited to, the grievance and arbitration procedure. The Union agrees to not process any grievance filed by a temporary worker/volunteer.

ARTICLE XVIII - BUSINESS AGENTS AND UNION OFFICIALS

An authorized Union Representative and/or Union Official shall be permitted to enter the Agency's Retail Store located at 1255 N. Truman Boulevard, Festus, MO, 63028, at any time during regular business hours to assist in the investigation and adjustment of a grievance or to police the terms of the Agreement provided that such Business Agent and/or Union Official shall first notify a designated Agency representative and there is no disruption of the employees' job duties, Agency meetings or the Agency's operations.

ARTICLE XIX - VIDEO AND AUDIO EQUIPMENT

The Union permits and authorizes the Agency to use existing or newly installed video and audio surveillance cameras covering internal and external areas, including but not limited to, storage areas, the warehouse, entrances, exits, parking lots, docks, customer areas, the store floor, break rooms and any other areas where employees work with products, cash, equipment, and any Agency property including vehicles.

Although the video and audio surveillance equipment is intended to monitor for security incidents and other safety reasons at the Agency, such surveillance may be used to impose and/or support disciplinary action against employees for engaging in conduct in violation of the Agency's work rules, regulations or policies, conduct in violation of any state, federal or local law and/or conduct in violation of this Agreement.

There will be no video cameras installed in the Agency's restrooms.

ARTICLE XX - ACCIDENT OR INJURY REPORTING

Section 1. If an employee suffers a known work-related injury while at work, the employee must immediately report the injury to a supervisor. If an employee obtains knowledge of a work-related injury while not at work, the employee must report the injury to a supervisor by

noon the next day or upon arriving at work, whichever is sooner. After a report is made, employees are required to complete all applicable paperwork as soon as physically possible and an investigation will be conducted.

Section 2. Failure to comply with Section 1 above, regardless of the nature, extent or dollar amount of injury or damage, will result in termination.

ARTICLE XXI - LIGHT DUTY

Section 1. The concept of light duty is utilized so that an employee can be afforded the opportunity to earn income while recuperating from a workplace accident. The assignment of light duty is exclusively reserved for employees who are recuperating from a work-related injury or illness.

Section 2. Any employee placed on light duty will earn the applicable light duty hourly wage rate for all hours worked.

Section 3. Except for safety considerations, there are no restrictions as to the type of work an employee on light duty can perform.

Section 4. Any work performed on light duty status will not fall under the claim or jurisdiction of the Union.

ARTICLE XXII - DRESS CODE

The Employees must wear Agency approved attire and all attire must be clean and ironed. Failure to comply with this Article will lead to disciplinary action up to, and including, discharge.

The following clothing is Agency approved:

1. An Agency issued shirt or T-shirt.
2. Jeans (without holes), khakis (without holes), knee length shorts or capris.
3. Enclosed shoes with non-skid sole (Black or white).
4. Steel toe shoes for dock workers.

ARTICLE XXIII - WEAPONS

The use, storage and/or possession of any weapons on Agency property, owned or operated, including facilities, cars and agency parking lots is strictly prohibited. The only exception to the above is that an employee can possess lawfully obtained weapons in their personal vehicle so long as the weapon is not visible and not referenced in conversation by the employee. Conduct in violation of this Article will result in termination.

ARTICLE XXIV - EMERGENCY CLAUSE

In the event of an emergency, any limitations set forth in any Article in this Agreement associated with the assignment of work, appointment of jobs, scheduling of jobs, hours of work, bidding, shift assignments, use of temporary workers, if any, and notification requirements will be suspended for the period of the emergency as well as for a period of five (5) calendar days thereafter. An "Emergency" is defined as a natural or man-made disaster or any other exceptional situations such as Acts of God and war that have a significant impact on the Agency's ability to operate the Festus Retail Store including its ability to service its clients

Notice to the Union of the Agency's reliance upon an Emergency may take place by telephone call, fax and/or email from a member of management. Proof of the message and/or notice having been sent is sufficient – receipt is not required.

ARTICLE XXV - NOTICE PROVISIONS

Section 1. Employee Phone Numbers and Addresses. All employees must furnish the Agency with a telephone number where the employee may be reached by telephone as well as the employee's current address. This information must be submitted in the Paycom (HR/Accounting/Payroll) System. The employee is responsible for notifying the Agency in the event of a change in telephone number or address. This information must be submitted in the Paycom (HR/Accounting/Payroll) System. Disciplinary action may be taken for failure to furnish the required information within seven (7) calendar days of any change.

Section 2. Other Required Notices.

- a. All notices required to be given by the Union to the Agency in this Agreement shall be by e-mail addressed to the Agency at MKahrs@mersgoodwill.org.
- b. All notices required to be given to the Union by the Agency in this Agreement shall be by e-mail addressed to the Union at MFrame@ufcw655.org.

ARTICLE XXVI - GENERAL PROVISIONS

Section 1. Worker's Compensation. When an employee suffers a job-related injury or illness, and it is certified that the employee is unable to continue work, he shall be paid the basic straight time rate of pay for all scheduled hours not worked on the day of injury. Upon notification, the Agency agrees to fill out all necessary accident reports and submit them to the necessary personnel in order to expedite any time loss or medical payments. The Agency has the right to adopt, implement, modify, terminate or administer a reasonable Return to Work (light duty) program.

Section 2. The Union recognizes the right of the Agency to establish and enforce reasonable work rules, regulations and policies connected with the work of the Agency, including safety rules, provided that such rules, regulations and policies are not in conflict with the terms

and provisions of this Agreement and further provided that no such rules, regulations or procedures shall become effective, absent exigent circumstances, without ten (10) working days' notice to the Union. Application of such rules shall be made equally to all members of the bargaining unit. Unless a serious violation or specifically provided for elsewhere in this Agreement, violation of the Agency work/safety rules, regulations or procedures will result in discipline consistent with the progressive discipline language contained in Article VI. Section 4.

Section 3. In the administration of this Agreement, the Agency and the Union will provide reasonable accommodation to qualified employees with a disability and to employees based upon their religious tenets. The need for and the extent of such accommodations shall be determined by the Agency in accordance with its interpretation of the requirements of the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964 and the applicable portions of the Missouri Human Rights Act, even if such accommodations may be in conflict with a provision of this Agreement.

Section 4. It shall be a condition of employment that employees wear or utilize any safety equipment and protective devices required by the Agency or by law. It shall be the employee's responsibility to take proper care of the safety equipment and safety devices which are issued to the employee and replace same at the employee's cost if lost, damaged or destroyed by reason associated with neglect by the employee.

Section 5. FMLA leave, as well as other leave under Federal, State and Local law, shall be governed according to the law and the applicable terms set forth in the Agency's policies.

Section 6. The Agency may, at its option, from time to time require employees to attend mandatory meetings or other necessary training outside of the normal working hours. Employees will be given at least seven (7) calendar days' notice of any meeting unless it is an emergency meeting. Employees will be paid for all time spent in meetings.

Section 7. Job descriptions do not describe exclusive duties for any individual employee or group of employees, nor do they limit the work which an individual employee or group employees may perform.

ARTICLE XXVII - TRANSFER OF TITLE OR INTEREST

If the Union, any subordinate body, or any parent organization attempts to assign, delegate, affiliate, re-affiliate, re-organize, merge and/or transfer any rights or obligations contained in this Agreement to a Union other than the United Food & Commercial Workers, Local 655 without the express written consent of the Agency, the Agency shall cease to be subject to the terms and conditions of this Agreement including, but not limited to, the recognition of the Union as a collective bargaining agent of the above specified employees.

ARTICLE XXVIII - SICK LEAVE

Section 1. Temporary Workers. Time worked as a temporary worker does not count towards qualification for sick leave or other benefits.

Section 2. Annual Sick Leave Entitlement. All bargaining unit employees are entitled to sick leave

Section 3. Annual Sick Leave Accrual.

All bargaining unit employees are eligible to use accrued sick leave after completion of six (6) months of continuous service with the Agency. Sick leave is accrued on a per hour worked basis but no employee can accrue more than the maximum number of sick leave hours per pay period. The amount of sick leave, determined by the duration of the employee's continued employment with the Agency, as well as other details regarding sick leave are described below:

<u>Service Period</u>	<u>Accrual By Hour</u>	<u>Payroll Max</u>	<u>F/T Max Bank</u>	<u>P/T Max Bank</u>
<u>0+</u>	<u>0.038</u>	<u>3.077</u>	<u>360</u>	<u>180</u>

Sick leave benefits begin accumulating from the employee's hire date with the Agency. If an employee uses sick leave, the employee is still required to comply with any and all notice provisions in this Agreement. Failure to give proper notice as required under the terms of this Agreement, will constitute a violation of the Attendance Article and could lead to discipline, up to and including, discharge.

The Agency allows employees to bank unused sick leave in accordance with the above chart. If any employee's accrued sick leave exceeds the maximum number of hours allowed for the employee's years of service, the employee will cease accruing sick leave time until the banked amount is reduced through use. No employee will be paid for unused Sick leave.

Section 4. Sick Leave Pay

Sick leave pay for eligible full-time bargaining unit employees shall be eight (8) hours for each full day of sick leave to which the employee is entitled at the regular straight time hourly rate in effect for the employee at the time the sick leave is taken.

Sick leave pay for eligible part-time bargaining unit employees shall be four (4) hours for each full day of sick leave to which the employee is entitled at the regular straight time hourly rate in effect for the employee at the time the sick leave is taken.

Section 5. If an employee shows up late or leaves early citing some medical issue and the employee has available Sick leave, the employee shall use Sick leave. The use of available Sick leave does not excuse violations of the Attendance Article unless proper call in procedures have been followed.

Section 6. Medical Note – The Agency reserves the right to request a note from the employee's treating physician releasing the employee to return to work if the employees uses sick leave for three or more consecutive work-days or the employee exhibits a pattern or other suspicious behavior.

Section 7. Vacation time shall be used when an employee has depleted all available Sick Leave consistent with Articles XXVIII and XXIX.

ARTICLE XXIX - VACATIONS

Section 1. Temporary Workers. Time worked as a temporary worker does not count towards qualification for vacation or other benefits.

Section 2. Annual Vacation Entitlement. All bargaining unit employees are entitled to annual vacation.

Section 3. Annual Vacation and Accrual.

All bargaining unit employees are eligible to use accrued vacation after completion of six (6) months of continuous service with the Agency. Vacation time is accrued on a per hour worked basis, but no employee can accrue more than the maximum number of vacation hours per pay period. The amount of vacation time, determined by the duration of the employee's continued employment with the Agency, as well as other details regarding vacation time are described below:

<u>Service Period</u>	<u>Days</u>	<u>Accrual Rate By Hour Worked</u>	<u>Max Accrual Per Payroll</u>	<u>F/T Max Bank</u>	<u>P/T Max Bank</u>
0-4 years	5	0.019	1.538	80	40
5-8 years	10	0.038	3.077	160	80
9-14 years	15	0.058	4.615	240	240
15+ years	20	0.077	6.154	320	320

Vacation benefits begin accumulating from the employee's hire date with the Agency. Vacation time may be taken only after requesting and receiving supervisory approval. Employees are encouraged to request vacation time well in advance. The Agency has the absolute discretion to deny a request for vacation time and will base its decision on a number of factors including seniority and the needs of the Agency during the time off requested. Requests must be submitted in the Paycom (HR/Accounting/Payroll) System.

The Agency allows employees to bank unused vacation in accordance with the above chart. If any employee's accrued vacation exceeds the maximum number of hours allowed for the employee's years of service, the employee will cease accruing vacation time until the bank amount is reduced through use. No employee will be paid for unused vacation except as outlined in Section 7 herein.

Section 4. Vacation Pay.

Vacation pay for full-time bargaining unit employees eligible for vacation pay under this Article shall be eight (8) hours for each day of vacation to which the employee is entitled at the regular straight time hourly rate in effect for the employee at the time the vacation is taken.

Vacation pay for part-time bargaining unit employees eligible for vacation pay under this Article shall be four (4) hours for each day of vacation to which the employee is entitled at the regular straight time hourly rate in effect for the employee at the time the vacation is taken.

Section 5. Vacation Increments. Employees with two weeks or less vacation may only take five (5) days of annual vacation in one day increments and no vacation may be taken in less than one day increments. Employees with three (3) or four (4) weeks of vacation may only take ten (10) days of annual vacation in one day increments and no vacation may be taken in less than one day increments. The only exceptions to the above are: (1) if an employee has less than eight (8) hours of available vacation, the employee can take vacation in less than one day increments; and (2) if an employee has no available sick time, the employee shall use available vacation time in whatever increment necessary to ensure the employee is paid for all hours scheduled.

Section 6. Mistaken Payment For Annual Vacation. In the event that an employee receives payment for vacation time that the employee is not entitled to, the Agency reserves the right to deduct from any compensation the value of such vacation time.

Section 7. Payment Upon Separation. Any employee who separates employment in good standing and with at least one week notice will be paid for any unused vacation days. Any employee who was terminated for cause or resigns with less than one week notice will forfeit all vacation pay. Unused accrued vacation time may not be used to extend the last day(s) of employment.

ARTICLE XXX - PAID HOLIDAYS

Section 1. Identification of Paid Holidays. The Agency agrees to pay each eligible bargaining unit employee covered by this Agreement eight (8) hours at his regular straight time rate for the following holidays:

1. New Year's Day
2. Independence Day
3. Thanksgiving Day
4. Christmas

Effective January 1, 2022, full-time employees will no longer be paid holiday pay for Independence Day. Instead, effective January 1, 2022, all eligible full-time employees will receive one (1) paid personal day.

Section 2 Part Time Employees -- In the last year of this Agreement, any part-time Retail Associate with over three (3) continuous years of service shall receive four (4) hours of pay at their regular straight time rate for the following holidays: (1) New Year's Day; (2) Independence Day; (3) Thanksgiving; and (4) Christmas.

Section 3. Eligibility for Holiday Pay.

- a. Probationary bargaining unit employees and temporary workers are not eligible for holiday pay.
- b. A bargaining unit employee must work the entire scheduled workday before and after the holiday, unless excused by management in writing prior to the absence.
- c. A bargaining unit employee must work on the holiday if requested by the Agency.

Section 4. If it is necessary to have employees work on a holiday, the Agency will seek qualified volunteers, but the Agency has the absolute right to require any employee to work the holiday. If an employee that has been directed to work on a holiday by the Agency fails to report to work and perform his assigned duties, the employee shall not receive holiday pay for the holiday.

Section 5. Holiday pay hours shall not be counted in determining hours worked for the purpose of calculating overtime.

Section 6. Any hours worked on a holiday shall be paid at the employee's straight time rate; however, any hours actually worked over 40 hours in a workweek shall be paid at the overtime rate.

Section 7. An employee, who is not on the current payroll of the Agency as of the occurrence or observance of any of the holidays mentioned in Sections 1 and 2 above, shall not receive holiday pay.

ARTICLE XXXI - WAGES

Section 1. Wages, as the term is used throughout this Agreement, shall mean and is defined as the minimum hourly wage rate of a designated job title unless otherwise specifically stated. Nothing in this Agreement shall be construed as preventing the Agency from paying any employee a higher rate than the employee would otherwise be entitled to under this Agreement.

Section 2. Upon ratification but retroactive to January 3, 2021, employees will receive a \$1.00 increase plus a quarter on their anniversary date. Upon ratification, but only prospectively, employees will receive an additional 20 cents/hour.

The 2022 wage increase for bargaining unit employees will be as follows:

- If non-union Missouri retail employees receive a wage increase in 2022 prior to 05/02/2022, bargaining unit employees will receive that same increase so long as it is greater or equal to 2.75%.
- If there is a wage increase given to the non-union Missouri retail employees in 2022 (pre 5/2/22) that is less than 2.75%, the bargaining unit employees will receive the amount of the raise, and thereafter, on 5/2/22 the employees shall receive the percentage difference between the pre 5/2/22 increase and 2.75%.

- All 2022 wage increases will be calculated based on the employee's wage as of January 1, 2022.

Section 3. Discretionary Bonuses And Other Gratuities. The Agency shall have the right, in its sole discretion and judgment, to give gifts, incentive bonuses or other gratuities to any employee, any group of employees or all employees in recognition of merit, accomplishment, performance, hardship, or in commemoration of events or seasons of the year. The Agency has the right to determine the amount of any payment provided for in this subsection and may increase, decrease or eliminate and payments made under this subsection from year to year. No activity under this Article on the Agency's part shall be or become a practice nor shall it be considered a binding precedent. Additionally, any decisions made by the Agency under this subsection are not subject to arbitration. Bargaining unit employees will receive the same Christmas Bonus, if any, as non-union retail associates. If the Agency reinstitutes the Sales Bonus it will be provided to bargaining unit employees under the same terms and conditions as it is provided to non-union retail associates.

Section 4. Direct Deposit. Employees are eligible to participate in the Agency's direct deposit payroll program. To participate in this program an employee must submit a written authorization to Human Resources.

Section 5. The Agency has the right to increase the starting rate.

ARTICLE XXXII - HEALTH AND WELFARE

Unless otherwise provided for in this Agreement, effective upon ratification of this Agreement and throughout the term of this Agreement, the Agency shall provide all qualified employees, beginning with the first day of the month following completion of the probationary period, the same level of Health and Welfare benefits, (Medical, Prescription Drugs, Dental and Vision, Life and AD&D), under the same eligibility requirements, provided to non-bargaining unit employees at MERS Goodwill, which may be altered or amended by the Agency in its discretion so long as any changes apply equally to bargaining unit and non-bargaining unit employees. Employees covered under this Agreement will pay the same percentages toward the cost of monthly premiums for Health and Welfare benefits as non-bargaining unit employees at MERS Goodwill. The employees' contribution toward the monthly premium for Health and Welfare benefits can be adjusted by the Agency, at its discretion, so long as any changes apply equally to bargaining unit and non-bargaining unit employees.

If an employee's spouse is eligible for major medical insurance coverage through his/her own employer, such spouse will not be eligible for coverage under the Agency's Health and Welfare benefits, without regard to whether such spouse elects coverage through his/her employer.

Part-time employees and temporary employees are not eligible for Health and Welfare benefits unless required by law.

After four (4) years of continuous service Retail Associates become Senior Retail Associates.

At no time during the term of this Agreement will employees pay more than: (a) 13% of the total cost of the Base Plan; and (b) 25% of the total cost of the Choice Plan. In addition, the percentage of the total cost of the Base Plan and Choice Plan paid by the employees will not increase more than 3% annually.

ARTICLE XXXIII - RETIREMENT

The Agency agrees to allow full-time employees covered by this Agreement to participate in the same retirement programs provided to the Agency's non-unionized employees under the same terms and with the same conditions. The Union will be provided with notice of any modifications.

ARTICLE XXXIV - EMPLOYEE BENEFITS DISCLAIMER

Any description of employee benefits, including but not limited to identified Retirement Plans and insurance benefits, in this Agreement, only summarizes the provisions of a formal benefit Plan document and does not attempt to cover all of the details contained in the Plan document. The operation of each Plan, including events making you eligible or ineligible for benefits, the amount of benefits to which you (or your beneficiaries) may be entitled, and actions you (or your beneficiaries) must take to request and support a claim for benefits will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this Agreement, a summary plan description ("SPD") or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. If you wish to review the Plan document, please refer to the section of the SPD for this benefit plan entitled "YOUR RIGHTS," which discusses your ability to review the Plan document.

ARTICLE XXXV - SAVINGS CLAUSE

In the event that any article, paragraph section or sub-section or portion of this Agreement shall be held invalid and unenforceable by the National Labor Relations Board ("NLRB") or any court of competent jurisdiction, or there is a change in any subsequently enacted federal or state legislation which would prohibit or nullify any article, paragraph section or sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific article, paragraph section or subsection or portion thereof specified by the NLRB or court decision, or change in law, and the remaining parts or portion of this Agreement shall remain in full force and effect. If any portion of this Agreement is nullified, the parties agree to meet and discuss the possibility of new language that conforms with applicable law to replace the nullified language. If the parties cannot come to an agreement on new language to replace language nullified by the law, the parties agree to allow that sole issue to be determined exclusively by an Arbitrator selected in accordance with the terms of this Agreement.

ARTICLE XXXVI - WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

During the negotiations resulting in this Agreement, the Agency and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Agency expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Agency to bargaining collectively, over all matters as to which the National Labor Relations Act imposes an obligations to bargain, whether or not: (a) such matters are specifically referred to in this Agreement, (b) such matters were discussed between the Agency and the Union during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Agency or the Union at the time this Agreement was negotiated and executed. As used in this Section the waiver of the right to bargain collectively includes the waiver of the right to require the other party to negotiate. This Agreement contains the entire understanding, undertaking, and agreement of the Agency and the Union after exercise of the right and opportunity referred to in the first sentence of this Section and finally determines all matters of collective bargaining for its term. Changes in this Agreement whether by addition, waiver deletion amendment, or modification, must be reduced in writing and executed by both the Agency and the Union.

ARTICLE XXXVII - TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from April 25, 2021, to 11:59 p.m. On April 24, 2023, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to April 24, 2023 of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

In the event of an inadvertent failure by either party to give the notice set forth in this Section, such party may give such notice at any time prior to the termination of the automatic renewal date of this Agreement. If late notice occurs, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice. So long as all legal obligations are met, the respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

If either party wants to cancel the Agreement under Section 1 and timely notice of such is served, this Section, including all language in this Section, is not applicable and has no force or effect. If notice of cancellation is timely served by either party, and any other prerequisites have been met, the parties can exercise any economic recourse provided by and consistent with applicable law.

Section 3. It is further agreed by the parties hereto that if cancellation notice or amendment notice to this Agreement is sent sixty (60) days prior to expiration, the parties will start negotiations at least forty-five (45) days before the expiration date of this Agreement.

Mers Goodwill Industries

Name: Dave Hutchins

Signature: [Signature]

United Food & Commercial
Workers Local 655

Name: ROBERT SPENCE

Signature: [Signature]