AGREEMENT

BETWEEN

UNITED FOOD & COMMERCIAL WORKERS UNION,
LOCAL NO. 655

AND

ROZIERS MERCANTILE COMPANY, PERRYVILLE

SEPTEMBER 2, 2019

THROUGH

SEPTEMBER 4, 2022

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This Agreement, mutually entered into this September 2, 2019 by and between the United Food and Commercial Workers Union, Local No. 655, of St. Louis, Missouri, chartered by United Food and Commercial Workers International Union, as party of the first part and hereinafter referred to as the Union and ROZIER'S MERCANTILE COMPANY, Perryville, Missouri or successor, as party of the second part, hereinafter referred to as the Employer.

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

ARTICLE 1 INTENT AND PURPOSE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 COVERAGE

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

B. The term "Employee", as used in this Agreement, shall include all employees in the Employer's retail store located in Perry County, Missouri, except the store manager and the Legal owner, who shall be determined by the Union, and the exclusions as set forth in Article 2 above.

C. With the exception of the work performed by the store manager, and the legal owner, all work and services connected with all operations carried on at the premises of the Employer's retail establishments, including but not limited to, the handling and selling of all merchandise, shall be performed only by employees within the unit as defined in this Agreement, and by employees working for the first thirty-one (31) days of their employment.

Any stocking done by an employee of an outside Employer in violation of this Agreement, shall result in the employee on duty that reports the violation receiving pay for the time worked by the outside sales man at the employee's regular rate, in addition to his normal pay for that day. Management must be informed of this condition and given an opportunity to correct it before it can be enforced.

As of the effective dates of this Agreement, the above described restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respect: personnel entering the said retail establishment for the purpose of delivering bakery goods, milk, cookies, crackers, ice cream, potato chips and beverages, and work performed by employees of companies listed on the attached list referred to above.

ARTICLE 4 TERM OF CONTRACT

This Agreement shall be in full force and effect from September 2, 2019 through September 4, 2022 at which time it shall automatically renew itself for one (1) year periods thereafter, provided, however, that either party may open this contract for improvements, changes, or amendments, or to abrogate said contract by written notice to the other party sixty (60) days prior to the termination date of this Agreement. It is further provided that any improvements, changes, or amendments shall become effective on the anniversary date.

ARTICLE 5 NON-DISCRIMINATION

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

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

The Employer and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, gender identity, age, or disability in accordance with existing law.

ARTICLE 6 MANAGEMENT RIGHTS

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

ARTICLE 7 SUNDAYS, HOLIDAYS

A. Except as herein provided, there shall be no work performed on Christmas Day holiday. The Employer agrees that no work will be required on Easter Sunday or Thanksgiving provided competition is closed. The store will be staffed on a voluntary basis; inverse order of seniority, with the most junior seniority employees able to perform the required work, if more senior employees do not volunteer to work.

In addition to the above-mentioned Christmas Day holiday, employees will receive a full day off with pay for New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving Day. Employees hired after March 4, 1986 shall not receive holiday pay for Veterans Day.

Work will be performed on all days that holiday(s) are legally celebrated on in lieu of the holiday(s).

B. Employees with six (6) months of service or more, who have not been absent of their own accord on either the scheduled working day before or scheduled working day after a holiday, shall receive pay for any of the above mentioned holidays in accordance with the following schedule:

16 hours to less than 23 hours.... 4 hours pay
23 hours to less than 30 hours.... 6 hours pay
30 hours or more.....8 hours pay

C. However, if an employee is absent on the scheduled working day before, or the scheduled working day after a holiday, due to proven illness, he shall receive the holiday pay, provided he works any part of the holiday week.

It is agreed the four (4) weeks preceding the holiday week shall be used as a base in determining the above number of hours worked.

D. Sunday work shall be voluntary for full-time employees and not part of the basic work week. All employees who work on Sundays shall be paid at their regular straight time hourly rate of pay plus fifty cents (50¢) per hour additional premium pay. Any employee hired after March 4, 2001 will have Sunday as part of their basic work week.

E. The store shall be closed to the public at 6:00 P.M. on Christmas Eve and New Year's Eve in order to allow employees to leave no later than 6:30 P.M.

F. Overtime pay, at time and one-half (1-1/2x), shall not be paid during a holiday week until the hours actually worked exceed the normal work week of forty (40) hours.

G. Employees required to work on holidays shall be paid at the rate of one and one-half (1-1/2x) times the employees regular rate of pay in addition to the holiday pay, except all employees hired on or after March 4, 1986 shall receive their regular straight time rate of pay plus 75¢ per hour additional premium pay for all work performed on holidays.

H. All work performed on Sundays or holidays shall be done by members of United Food and Commercial Workers Union Local No. 655, with the exception of the Manager.

I. All work on Sunday and holidays must be offered on a voluntary basis to:

1. All full-time employees in the order of their length of service with the store in which they work.

2. All part-time employees on a voluntary basis, by length of service with the store in which they work.

If this fails to obtain the proper amount of employees to perform the work properly on Sunday or holidays, the store owner or manager may require an employee to work by using the process of inverse seniority to part-time employees first and then to full-time employees.

ARTICLE 8 FUNERAL LEAVE

Funeral Leave: In the event of the death of a parent, grandparents, present step grandparents, grandchildren, brother, sister, spouse, son, daughter, step children or present mother-in-law, present father-in-law, present brother-in-law, present sister-in-law, present stepfather, present stepmother, of an employee with six (6) months or more of service or any other relative residing with the employee, the Employer will grant a leave of absence from day of death until the day after the funeral/memorial service, not to exceed three (3) consecutive days with pay for scheduled working days, provided the employee attends the funeral/memorial service. In the case of a son-in-law or daughter-in-law the Employer will grant a leave of absence from day of death until, the day after the funeral/memorial service, not to exceed two (2) consecutive days with pay for scheduled working days provided the employee attends the funeral. The employee shall not be paid beyond the day after the funeral.

ARTICLE 9 RATES OF PAY

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

B. In the event of Federal legislation affecting hours, this Agreement, may be reopened for wage and hour negotiation only.

C. When an employee works less than a full week, payment for the time worked, shall be computed by multiplying the hourly rate by the actual number of hours worked.

ARTICLE 10 SCHEDULE AND GUARANTEE

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

B. There shall be no split shift schedule for employees unless employee volunteers.

C. No employee may work between the hours of 11:00 P.M. and 6:00 A.M. except for receiving merchandise.

D. When an employee shall report for work at the time and place ordered, or scheduled, then such employee shall be paid a minimum of four (4) hours pay at the regular rate.

E. Employees who are available regularly for as much as four (4) hours on any day during regular store hours shall be covered by the four (4) hour guarantee unless they volunteer to work less.

F. The Employer will post a work schedule for all employees, by surname and initial, by 11:00 a.m. on the Friday two (2) weeks in advance of the current week, satisfactory, as far as possible, to all employees. This schedule shall be accessible to all employees and the Union.

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

H. Full-time (40 hours) employees may be required to work three (3) nights per week.

I. The basic work week for all employees covered by this Agreement, payable on a straight time basis, shall be forty (40) hours, to be worked in five (5) days, not necessarily consecutive, Monday through Saturday inclusive. All time worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2x) the employee's regular rate of pay. There shall be no pyramiding of overtime or premium pay.

J. Rest Period: All employees shall receive daily rest periods of fifteen (15) minutes each without loss of pay.

Two (2) fifteen (15) minute rest periods for each eight (8) hour period, and one (1) fifteen (15) minute rest period in a four (4) hour period.

K. Any employee who works the 9:30 a.m. to 6:00 p.m. shift and takes a lunch break from 11:00 a.m. to 12:00 p.m., or who works a similar shift with a short half-shift and a long half-shift, shall be entitled to no break during the short half-shift and shall be entitled to a twenty (20) minute break at the approximate mid-point of the long half-shift.

PART-TIME EMPLOYEES

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

ARTICLE 11 SENIORITY

A. Seniority shall be defined as the length of continuous employment with the Employer, covered by this Agreement, and shall begin with the employee's date of employment.

B. A seniority list will be made available to the Union upon request.

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

D. For the purpose of this Article, a full-time employee is defined as an employee who generally works thirty (30) hours or more per week.

E. A part-time employee is defined as an employee who generally works less than thirty (30) hours per week.

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

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

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

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

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

K. All jobs or vacancies will be posted. When individual hours are increased or decreased and in cases of promotion, employees shall be eligible to exercise their seniority over junior employees after having first indicated to the store manager a desire to exercise their seniority by signing the job posting, if qualified. The employer and the Union will determine within thirty (30) days if the employee can perform the work satisfactorily.

L. If an employee has voluntarily quit or has been absent from service for a period of two (2) weeks, or has failed to get a leave of absence, such employee shall forfeit their seniority rights, unless absence was covered by proven illness or injury.

Absence from service caused by sickness or injury shall be limited to one (1) year.

M. At the end of any period of such leave of absence for reason of personal illness, injury or maternity an employee shall be restored to employment with the Employer with full seniority to his former position, or to a position comparable to the one he held immediately prior to such leave of absence, provided the employee is physically able to efficiently perform work comparable to that which he or she performed prior to such leave of absence. Seniority will accrue up to a maximum of twelve (12) months while on such leave of absence.

N. No employee shall acquire any seniority rights until he has been employed by the Employer at least thirty (30) days, and he shall not be deemed to be entitled to any of the privileges of seniority until he has been employed that long. On the thirty-first (31st) day, seniority shall apply from the date of employment. A fifteen day (15) extension may be granted or requested by Employer.

ARTICLE 12 LEAVE OF ABSENCE

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

1. Military
2. Medical
3. Union
4. Management
5. Personal

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

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

2. MEDICAL LEAVE: A leave of absence for reason of extended personal illness, injury or maternity shall be granted to eligible employees in accordance with applicable Federal Legislation.

3. UNION LEAVE: When an employee covered by this agreement leaves employment with the Employer to take full-time employment with the United Food and Commercial Workers Union Local No. 655, or the United Food and Commercial Workers International Union, such employee shall be considered on a leave of absence up to a maximum of three (3) years, and shall, after completion of such employment with the Union, return to his/her former employment with the Employer, and his/her seniority shall continue uninterrupted.

Employees duly elected to serve as a Vice-President with Local Union No. 655, or as Shop Steward, shall upon giving proper notice be granted an unpaid leave of absence to attend meetings of four (4) or less hours, he/she will have their daily work schedule adjusted without penalty to the employee.

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

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

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

It shall be the responsibility of the employee who is on leave to notify the Employer if he/she is unable to work at the expiration of the leave and to request an extension in accordance with proper procedure.

A copy of the approved Leave of Absence will be forwarded to the Union Office.

ARTICLE 13 JURY DUTY

Employees, who are subpoenaed and who report 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 employees' regular straight time hourly rate of pay. When an employee is released for a day or the greater part of a day, they shall report to their store for work. This situation shall not exceed ten (10) working days per calendar year.

ARTICLE 14 UNIFORMS

Uniforms will be required to be worn by all employees. The Employer will furnish two (2) shirts at the time of employment at the Employers cost. Full time employees will receive two (2) additional shirts after six (6) months. The uniform shirts when worn out will be replaced, when turned in, at no charge to the employee.

ARTICLE 15 VACATION

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

1. Eligibility for an employee's first vacation (one week) and for his first increase in vacation (his first two weeks vacation) will be determined by the calendar year of his employment.

2. The following schedule will apply: "Service" means in continuous employment of the Employer, averaging twenty five (25) hours or more per week:

   1 year. . . . . .1 week
   2 years . . . . 2 weeks
   8 years . . . . 3 weeks

3. All employees hired before January 1, 1969, will be entitled to four (4) weeks of vacation after twenty (20) years of service. All other employees will be entitled to qualify for a maximum of three (3) weeks vacation.

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

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

This pro rata may be taken in the calendar year following the year of hire, but not until the employee has been employed for at least six (6) months.

B. Vacation pay for all employees shall be based on the employee's rate of pay at the time vacation is taken, and will be determined by averaging the hours worked per week in the calendar year immediately preceding the vacation; If vacation is not taken during the years earned, up to five (5) days, will be paid out in January of the following year. However, in no event shall a week's vacation pay exceed the number of hours in the basic work week times the employee's regular straight time hourly rate.

C. If a holiday, as listed in Article 7 hereof, occurs during an employee's vacation period, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

D. The season of the year for taking vacations shall be mutually agreeable between the employee and the Employer. The scheduling of employee's vacation shall be governed according to seniority, if chosen by February 28th. Vacations scheduled after February 28th will be approved on a first come/first serve basis. Employees shall receive earned vacation pay prior to their vacation.

E. Any employee, who is laid off or quits, prior to his anniversary date, but after three (3) years of employment, and has worked three (3) months past his anniversary date, shall be entitled to earned vacation pay based on average weekly hours and their respective hourly rate, and shall receive said vacation pay prior to leaving employment. Any employee, who is discharged for drunkenness or dishonesty, gross insubordination, or does not give 1 week notice, shall forfeit all vacation rights.

F. Employees may take their vacation anytime of the year, with the exceptions of the last two (2) weeks of November and the month of December. During the week of Easter week, Memorial Day week, July 4th week, Labor Day week and Anniversary week, vacations may be granted on a limited basis at the discretion of the Employer.

ARTICLE 16 SICK HOURS OR PERSONAL HOURS

After one (1) year of employment for employees averaging twenty-five (25) hours or more per week, or two (2) years of employment for employees averaging less than twenty-five (25) hours per week, employees will be entitled to sick hours and/or personal hours, no questions asked based on the following schedule:

Under 25 hours per week = 20 hours
25 through 31 hours per week = 35 hours
32 through 40 hours per week = 40 hours

These hours will be on a calendar year basis.

Any employee hired before March 4, 1986 will be entitled to a floating holiday.

Those employees reaching one (1) year of employment for employees averaging twenty-five (25) hours or more per week, or two (2) years of employment for employees averaging less than twenty-five (25) hours per week during a calendar year will have their sick hours and/or personal hours prorated by the following schedule. If an employee reaches one year of employment in the:

	Average Hours Worked Per Week		
	32-40	25-31	Under 25
First (1st) quarter of the year	40 hours	35 hours	20 hours
Second (2nd) quarter of the year	35 hours	30 hours	18 hours
Third (3rd) quarter of the year	30 hours	25 hours	15 hours
Fourth (4th) quarter of the year	25 hours	20 hours	12 hours

All sick and/or personal hours you are entitled to will be based on the average number of hours worked per week in the previous year.

No personal hours can be taken between November 1 and December 31. Should sick hours occur between November 1 and December 31, a doctor's excuse may be required. Advance notice should be given as soon as possible for personal hours. Employees not using their sick and/or personal hours in a calendar year will be paid for them by the third (3rd) pay period in January of the following year.

ARTICLE 17 UNION AFFILIATION AND CHECK-OFF

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

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

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

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

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

The Employer agrees to remit such dues and initiation fees as deducted to the Union. The Union shall, on or before the tenth (10th) day of each month, furnish to the Employer a list of member employees and the amounts due there for, including dues owing for the succeeding month.

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

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

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

At the time of such remission of check off sums, the Employer shall also furnish the Union a list of all persons hired within the previous thirty (30) days, (or since the last list was furnished, whichever is the later), including name, address, assigned store, department, and date of hire.

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

The Company agrees that Union Representatives or Stewards may take workers off the sales floor to discuss the benefits of this Agreement, Union membership or any other matter related to the worker's employment for a reasonable period of time not to exceed thirty (30) minutes. Union Representatives and Stewards will not interrupt workers who are servicing customers.

The Company agrees that it will permit Union Representatives or Stewards to attend orientations to discuss for thirty (30) minutes the benefits of this Agreement and of Union membership. The Company agrees to provide the Union with-two (2) weeks' notice of the dates, times and locations of all orientations sessions.

ARTICLE 18 STEWARDS

The Union shall have the right to designate two (2) Union Stewards who shall have top ranking seniority (during the term of their office) irrespective of actual length of service, in case of a layoff, however only one (1) steward can be absent at any one time to attend Union functions.

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

ARTICLE 19 GRIEVANCE PROCEDURE - ARBITRATION

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

Step 1: By conference between the aggrieved employee, the Shop Steward, or both, and the Store Manager.

Step 2: By conference between the Union Representative of the Union and the Store Manager.

Step 3: By conference between an official or officials of the Union and the Owner of the store.

Step 4: In the event the last step fails to settle the complaint, it shall be promptly referred to the Arbitration Board.

The Arbitration Board shall consist of one person appointed by the Union and one person appointed by the Employer, and an impartial third party, chosen by the first two. If the third arbitrator cannot be chosen within three (3) days then the Federal Mediation and Conciliation Service will be requested to furnish a panel of names from which the third arbitrator may be chosen. The decision of the majority shall be binding on all parties. The expense of the third arbitrator shall be paid for jointly, but such board shall not be empowered to add to, detract from, or alter, the terms of this Agreement.

The Employer may, at any time, discharge any employee for proper cause. The discharged employee may file a written complaint with the Employer within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within five (5) days, it shall be referred to the Board of Arbitration. Should the Board determine that it was an unfair discharge; the Employer shall reinstate the employee and pay him compensation at his regular rate of pay for the time lost.

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

The Employer shall have the right to call a conference with a Shop Steward or officials of the Union for the purpose of discussing his grievance, criticisms, or other problems.

Grievances will be discussed only through the outlined procedure, except in cases where there are no Shop Stewards, Step 1 shall be omitted.

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

ARTICLE 20 NO STRIKE - NO LOCKOUT

There shall be no slow-downs, picketing, honoring of any picket line, boycotts, cessation of work, strikes, interference with the business of the Employer or other disruptive activities by either employees or the Union for any reason whatsoever during the term of this Agreement.

The Employer shall not lock out its employees.

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

ARTICLE 21 UNAUTHORIZED ACTIVITY

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

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

ARTICLE 22 SEPARABILITY

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

ARTICLE 23 GENERAL PROVISIONS

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

B. The Union shall use its best efforts, as a labor organization, to enhance the interests of the Employer as an employer of union labor.

C. The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for wage rates.

ARTICLE 24 VETERAN RIGHTS

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

ARTICLE 25 SUCCESSOR CLAUSE

In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation of law, the Employer shall immediately pay off or make provisions for all obligations, including accumulated wages, pro rata of earned vacations, Health and Welfare payments, and Pension payments, accumulated prior to the date of the change of ownership.

If any owner or Employer hereunder sells, leases, or transfers his business or any part hereof, whether voluntary, involuntary, or by operation of law, it shall be his obligation to advise the successor, lessee, or transferee of the existence of this Agreement, and such successor, lessee or transferee shall be bound fully by the terms of this Agreement, and shall be obligated to pay the wages, vacations, Health and Welfare payment, Pension payments, and comply with all other conditions of this Agreement in effect at the time of the sale, lease,

or transfer, and in the event the seller or transferor fails to pay his obligation here under, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he had been the owner or Employer from the beginning.

This Agreement shall be binding upon the heirs, executors, and administrators, and assigns of the parties hereto.

ARTICLE 26 HEALTH AND WELFARE

26.1 The Employer shall continue to pay eight hundred forty-nine dollars and thirty-three cents ($849.33) each month for each eligible employee covered by this Agreement who averages thirty (30) hours per week, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund *("Welfare Fund")*. Contributions shall be due by the tenth (10th) day of the month following the month in which the hours were worked.

Effective June 1, 2019, for hours paid in May, 2019, the Employer will pay seven hundred fifty-five dollars and seventy-three cents ($755.73).

Effective June 1, 2020, for hours paid in May 2020, the Employer will pay seven hundred ninety-two dollars and thirteen cents ($792.13).

Effective June 1, 2021, for hours paid in May 2021, the Employer will pay eight hundred sixty four dollar and ninety three cents ($864.93).

Effective June 1, 2022, for hours paid in May, 2022 and for all subsequent periods during the term of this Agreement, the Employer will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits.

There will be three (3) one-month company contribution holidays. The first holiday will be the July 2019 payment for hours paid in June 2019; the second holiday will be for the August 2019 payment for hours paid in July 2019, the third for the August 2020 payment for hours paid in July 2020. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) month of reserves, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified. Eligibility for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.

If the Fund's reserve level excluding IBNR exceeds six (6) months for the month of August 2021, the company will be eligible for an additional contribution holiday for hours paid in July 2021 if it meets the requirements of the utilization schedule adopted by the Fund.

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

26.2 Employees, who qualify for health and welfare contributions, whose spouses do not have their own primary health insurance will continue to contribute, on a pre-tax basis, an additional contribution of twenty dollars ($20.00) per week and the employer will contribute twenty dollars ($20.00) per week for a total of forty dollars ($40.00) per week to the Welfare Fund for spousal coverage.

Effective January 1, 2020, the preceding paragraph will be replaced with:

Employees who qualify for health and welfare contributions, whose spouses do not have their own primary health insurance will contribute, on a pre-tax basis, an additional contribution of thirty dollars ($30.00) per week and the employer will contribute ten dollars ($10.00) per week for a total of forty dollars ($40.00) per week to the Welfare Fund for spousal coverage.

An employee who elects to decline coverage and not to pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee's declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

26.3 Effective January 1, 2022, All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions of five dollars ($5.00) per week in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Company.

Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

26.4 The Employer shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12th) month of employment. With the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer`s obligation begins with hours worked on and after June 1, 2020.

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

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

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

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

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

ARTICLE 27 PENSION PLAN

Section 27.1 Subject to the terms of this Article, the Employer shall continue to pay one dollar and twelve cents ($1.12) per hour for all hours paid with a maximum of forty (40) hours for all employees covered by this Agreement, into the Company-Union Pension Fund, which shall be jointly administered by the Union and the Company as provided in an agreement establishing such Pension Fund.

Effective January 1, 2020, for hours paid in December 2019, the Company will pay one dollar and twenty-seven cents ($1.27) per hour; effective January 1, 2021, for hours paid in December 2020, one dollar and forty-two cents $1.42 per hour; effective January 1, 2022, for hours paid in December 2021, one dollar and fifty-two cents ($1.52) per hour.

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

Section 27.2 The nature, type and extent of pension benefits to be provided shall be such as the Trustees in their discretion will determine, and which are in accordance with the Trust Agreement.

Section 27.3 The Employer shall not be required to make contributions on behalf of all employees for the first twelve (12) months of employment. The parties agree that the obligation to contribute begins on the first day of the thirteenth (13th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after July 1, 2020.

Section 27.4 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from, shall be paid out of the Pension Fund.

Section 27.5 Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C., Section 401, et seq., and that no part of such payments shall be included in the regular rate of pay of any associate employee.

Section 27.6 It is understood and agreed that any and all steps necessary and advisable will

be taken to obtain and maintain the approval and rulings of government agencies as outlined in Section 19.6 above, but payment of contributions to the Fund will not be delayed pending such approval and rulings; provided, however, that if such Plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

Section 27.7 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as if herein at length set forth, when adopted

Section 27.8 If the Employer fails to make monthly Pension contributions as set forth herein, they shall be notified by certified or registered mail of their delinquency, by the Pension Plan Administrator, if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the associate employees for any losses resulting therefrom. The Employer hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the Employer or anyone else other than such notice or notices expressly provided for in this Article.

Section 27.9 The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for Pension contributions.

ARTICLE 28 MEAT DEPARTMENT

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

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

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

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

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

ARTICLE 29 SUBSTANCE ABUSE

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

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

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

29.3 Where there is a reasonable basis for believing that an employee is having a problem on the job that may be drug or alcohol related, the Employer may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such request is made, both the employee and the Union Representative (or in the event of the unavailability of the Union Representative, the Steward or another member of the bargaining unit of the employee's choice who is at work) shall be specifically advised of all of the facts forming the basis of the Employer's belief that the employee may be having a problem that may be drug or alcohol related. Based on the operational needs of the business, the Employer may request the employee select an alternate member of the bargaining unit who is at work to attend the above meeting. The manager requiring the test will complete a report supporting the reason for having the employee tested.

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

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

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

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

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

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

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

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

At such a time that the level of impairment for tetrahydrocannabinol (THC) use is established by the State of Missouri, then those guidelines will be used to determine impairment of an employee in regards to this article.

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

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

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

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

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

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

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

ACCEPTED FOR:

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL NO. 655
MANCHESTER, MISSOURI 63011

BY: _____

BY: _____

DATE: 1/21/20

ACCEPTED FOR:

ROZIER'S MERCANTILE COMPANY
E. STE. MARIE STREET
PERRYVILLE, MISSOURI

BY _____

BY: _____

DATE: 1/25/2020

ROZIERco10
OPEIU #13 lb
Final 01.05.2015

SCHEDULE "A" WAGES
ROZIERS, PERRYVILLE

Clerks/Meat/Deli	09/02/19	01/01/20	01/01/21	01/01/22
Part-time				
520 hours				
520 hours				
1040 hours	8.75			
1040 hours	8.90			
1040 hours/Thereafter	$9.05	$9.55		
1040 hours/Thereafter			$10.40	
Thereafter				$11.25

Part-time Clerks/Meat/Deli employees at the rate of $9.05 or above on Date of Ratification will receive a fifty cent (50¢) per hour wage increase on September 2, 2019 and maintain a rate of pay fifty cents (50¢) above minimum wage throughout the contract.

Clerks/Meat/Deli	09/02/19	09/07/20	09/06/21
Full-time			
520 hours	9.60		
520 hours	9.90		
1040 hours	10.45	10.45	
1040 hours/Thereafter	11.50	11.50	11.50
1040 hours/Thereafter	12.00	12.00	12.00
1040 hours/Thereafter		12.50	12.50
Thereafter			13.00

Full-time Clerks/Meat/Deli employees at the "thereafter" rate of pay or above will receive a fifty cent (50¢) increase effective September 2, 2019, a fifty cent (50¢) increase effective September 7, 2020 and a fifty cent (50¢) increase September 6, 2021.

Meat Department Deli Manager	09/02/19	09/07/20	09/06/21
Meat Manager	$18.10	$18.60	$19.10
Journeyman	$15.60	$16.10	$16.60
Meat Clerk	$11.55	$12.05	$12.55
Deli Manager	$12.35	$13.35	$14.35

Meat and Deli Managers/Journeymen/Meat Clerks at the rate of pay or above will receive a fifty cent (50¢) increase effective September 2, 2019, a fifty cent (50¢) increase effective September 7, 2020 and a fifty cent (50¢) increase September 6, 2021.

An employee relieving a Department Manager (Grocery, Produce, Dairy, Meat, or Deli) for one (1) week or more shall receive fifty cents (50¢) above their regular straight time hourly rate of pay.

Salaried Employee and Department Manager rates of pay will be determined by management.

SCHEDULE "A" WAGES
Courtesy Clerks

	09/02/19	09/07/20	09/06/21
Rate	$9.45	$10.15	$11.30

The duties of a Courtesy Clerk are confined to: bagging, carrying customers' purchases, handling bascarts, parcel pickup, sorting of empty beverage containers, sweeping and mopping store, and returning merchandise left in the check stands to the shelves.

In the event of a proven violation of this Agreement with respect to the duties and use of the Courtesy Clerk classification, the aggrieved employee shall be paid the clerk rate of pay for all hours worked that week and will be elevated to a clerk with a seniority date of that date and shall remain in that classification.

In the event of a second (2nd) violation in the same store of the Employer within a six (6) month period (following the first (1st) violation), the Union may advise the Employer, in writing, that the classification of Courtesy Clerk in that store is terminated for a period of six (6) months; and that all employees in the Courtesy Clerk classification will be reclassified as of the first (1st) day of the next pay period to the appropriate clerk rate, and remain in this classification.

A violation is constituted when work, other that proper duties for Courtesy Clerk, is by the direction of Management and/or work that is done with Management's knowledge.

ACCEPTED FOR:

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL NO. 655
BALLWIN, MISSOURI 63011

BY _____

BY _____

DATE 1/21/20

ACCEPTED FOR:

ROZIER'S MERCANTILE COMPANY
E. STE. MARIE STREET
PERRYVILLE, MISSOURI

BY _____

BY _____

DATE 1/25/2020

LETTER OF UNDERSTANDING

These family members: John W. Lottes Jr.
Brad J. Lottes
Renne A Strattman
Margaret L Hotop

Will be allowed to participate in the Health and Welfare and Pension Program.

ACCEPTED FOR:

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL NO. 655
BALLWIN, MISSOURI 63011

BY _____

BY _____

DATE 1/21/20

ACCEPTED FOR:

ROZIER'S MERCANTILE COMPANY
E. STE. MARIE STREET
PERRYVILLE, MISSOURI

BY John W Lottes Jr

BY _____

DATE 1/25/2020

ROZIERco10
OPEIU #13 Ib
Final 01.05.2015

PENSION AND HEALTH & WELFARE INTERPRETATION RULES ADDENDUM:

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

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

Examples:

a. An employee who is paid for forty (40) hours in a week in 2020 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2019. The Employer is obligated to contribute for forty (40) hours for that week.

b. An employee who is paid for twenty (20) hours in a week in 2020 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2019. The Employer is obligated to contribute for forty (40) hours for that week.

c. An employee who is paid for twenty (20) hours in a week in 2020 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2019. The Employer is obligated to contribute for thirty-five (35) hours for that week.

2. The Employer shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

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

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

c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for thirty-five (35) hours in that week.

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

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

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

Examples:

a. An employee requests vacation pay for time to be taken off the following week. The Employer is obligated to contribute for these hours.

b. An employee requests vacation pay for time to be taken off a month after the request is made. The Employer is obligated to contribute for these hours.

c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Employer's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).