

AGREEMENT

between

SCHNUCKS MARKETS, INC.
FOCUS ON DESIGN

and

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 655

June 22, 2020

THROUGH

June 18, 2023

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AGREEMENT

This Agreement is entered into by and between FOCUS ON DESIGN, a division of SCHNUCK MARKETS, INC., St. Louis, MO., hereinafter called the Company, and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 655, hereinafter called the Union.

ARTICLE 1

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Union, the Company and its employees. The Company and the Union agree that the fullest cooperation between the Company and its employees is necessary to permit the maintenance of harmonious relations and therefore set forth herein rates of pay, hours of work, conditions of employment to be observed by the parties hereto, and that they will abide by this Agreement and all mutual understandings contained therein, it being their purpose to settle all differences without disturbance to industrial peace.

The Company and the Union further agree that the fullest cooperation between the Union, the Company, and its employees is necessary in order that the Company may secure and sustain maximum productivity per employee during the term of this Agreement. The Union is in accord with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort.

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and better wages, the Company must be in a strong market position, which means it must produce at the lowest possible cost consistent with fair production standards.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole Collective Bargaining Agent for Focus On Design employees.

ARTICLE 3

UNION SECURITY

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 Company 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 thirty-one (31) days after their employment date and there after shall, as a condition of employment, maintain membership in good standing with the provisions of the Labor-Management Relations Act of 1947, as amended.

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

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

The Company shall, on or before the last day of the same month, deduct and 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 Company will submit to the Union a list of employees hired the previous month. The list will include the employees name, social security number, location code, job code and date of hire.

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

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

The Company 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.

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

The Company agrees to permit an authorized representative or officer of the Union to have free access to the plant at all hours when members of Local No. 655 are on duty to satisfy the Union that the terms of this 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 Company.

The Union shall have the right to designate two (2) union stewards. One steward will be designated who shall have top ranking seniority (during the term of their office), irrespective of actual length of service, in case of layoffs and transfers.

As part of the new hire orientation process, the Company will make every effort to advise new employees who the current Stewards are and/or introduce them to Stewards that may be on duty as long as there is minimal disruption to customer service and the needs of the business.

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

Members of the Union must wear their union buttons when on duty.

Corrective action initiated as a result of investigative shopping reports will be taken within five (5) scheduled working days. All other corrective action will be taken within a reasonable period of time.

Corrective action will be discussed in the presence of the employee and if requested, the Union Steward or the Union Representative or another member of the bargaining unit of the employee's choosing who is at work. Based on the operational needs of the business, the Company may request the employee select an alternative member of the bargaining unit who is at work to attend the above meeting. The employee and the Union will be given a copy of the "corrective action".

Should an employee be subject to Corrective Action which will result in a warning that immediately precedes termination or actual termination of employment, Management will make every reasonable effort to offer to discuss the Corrective Action with the employee in the presence of a Union Steward, a Union Representative, or another member of the bargaining unit of the employee's choosing who is at work. Based on the operational needs of the business, the Company may request the employee select an alternative member of the bargaining unit who is at work to attend the above meeting.

Work rules and regulations which apply to bargaining unit employees and changes thereafter will be given to the Union at least thirty (30) days prior to implementation.

The Company agrees to schedule up to one (1) employee in the bargaining unit off by 6:00 p.m. Friday, and off on weekends or off by 6:00 pm the day prior to two (2) consecutive days off of the employees choosing to participate in the Volunteer Organizing Program (VOP) with UFCW Local 655 for the sole purpose of protecting market share. The selected employee will be mutually agreeable between the Union and the Company. This program will be in effect from the second pay period beginning in January through the first pay period ending in November of each year. New facilities for the first year and facilities that are undergoing a remodel will not

participate in this program. Employees who participate in this program will not wear Company apparel while working in this capacity, nor will any employee who participates in this program use this program to work at organizing any Company affiliated store or facility. The Union will provide the Company quarterly a master list of employees participating in the VOP program.

ARTICLE 4

MANAGEMENT RIGHTS

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 new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the plant, a violation of which shall be among the causes for discharge, are vested in the Company; provided, however, that their right shall be exercised with due regard for the rights 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 the Grievance Procedure.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 Should any dispute or difference arise between the Company and any employee covered by this Agreement as to the meaning, application or enforcement of any of the provisions of this Agreement there shall be no cessation of work or any strike or walkout of any nature whatsoever on such dispute or difference, but an earnest effort shall be made to settle such dispute or difference by negotiation between the Company and the Union, or between their respective representatives. If such negotiations fail, both parties hereto agree to arbitrate the issue involved in the following manner:

Section 5.2 Grievances must be taken up promptly. No grievance will be considered, discussed, or become arbitral unless presented in writing by the employee, a copy of the same to be received by the Company within seven (7) calendar days after the date of occurrence.

The Company may, at any time, discharge any employee for proper cause. The Union or the employee may file a written complaint with the Company within ten (10) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly. If the Company and the Union fail to agree, it shall be referred to arbitration. Should the arbitrator determine that it was an unfair discharge; the Company shall abide by the decision of the arbitrator.

Section 5.3 Either party must advise the other party by certified letter that arbitration is desired. Then the Federal Mediation and Conciliation Service will be requested to furnish a panel of names from which the arbitrator may be chosen. The decision of the arbitrator shall be binding on both parties. The expenses of the arbitrator shall be paid for jointly.

Section 5.4 The arbitrator shall not be empowered to add to, detract from or alter the terms of this Agreement.

ARTICLE 6

HOURS

Section 6.1 a. The basic work week shall be forty (40) hours to be worked in five (5) eight (8) hour shifts or four (4) ten (10) hour shifts. Time and one-half (1 ½) shall be paid for all hours worked in excess of eight (8) hours per day (or ten (10) hours for those employees scheduled to work four (4) ten (10) hour shifts) or in excess of forty (40) hours per week.

This section is intended as a basis for calculating overtime and shall not be construed as a guarantee of any hours of work per day or per week. Overtime shall be offered by seniority within the classification in which overtime is to be worked; provided the employee is qualified to do the work and that the employee is available. Such overtime hours will be given in consideration of the employees present schedule and the operational needs of the facility, both in number of hours added and when the hours are needed. Employees shall not be required or compelled to work overtime as defined above.

b. If there are not enough volunteers, necessary overtime will be assigned among qualified employees on the basis of inverse seniority.

c. Available schedules for full-time employees of four (4) ten (10) hour shifts shall be on a voluntary basis in accordance with seniority and qualifications to perform the job. The Company will ascertain the number of four (4) ten (10) hour schedules available by classification; then determine the actual number to be scheduled based on the number of volunteers. At no time shall anyone be forced to work a four (4) ten (10) hour schedule.

Section 6.2 There shall be no work on Christmas Eve or New Years Eve after 5:00 p.m.

Section 6.3 Any work performed on Sundays will be scheduled on a rotating basis within each classification.

Section 6.4 Each employee shall be granted a thirty (30) minute uninterrupted and unpaid lunch period daily. At the employee's request, the lunch period may be extended to sixty (60) minutes. Requests for a sixty (60) minute lunch period must be submitted to the manager by Thursday prior to the schedule posting.

All employees will be allowed one (1) paid fifteen (15) minute rest period per four (4) hour shift. In addition to the above, all employees will be allowed one (1) paid fifteen (15) minute rest period if working ten (10) to twelve (12) hours in one day.

Section 6.5 The Plant Manager will post a work schedule by seniority (in ink or other permanent means) for all employees by surname and initial, for the succeeding week by eleven o'clock (11:00 a.m.) Friday of the current week (effective November 1, 2020, Thursday of the succeeding week). This schedule shall be accessible to all employees and the Union.

Section 6.6 If additional hours are added to the posted schedule during the week, they shall be offered to the most senior employee not scheduled that day provided such hours will not cause payment of overtime or premium pay.

Section 6.7 If, in case of an emergency an employee fails to report to work as scheduled, then those hours will be offered to the most senior employee not scheduled to work on those days provided such hours will not cause payment of overtime or premium pay.

Section 6.8 The Company agrees to provide a complete first aid kit.

Section 6.9 Hours not worked, but compensated for by the Company (up to a maximum of forty (40) hours per week) shall be credited as hours worked for purposes of seniority, vacation pay, holiday pay, severance pay and wage progression.

Section 6.10 The Company may use temporary workers after present employees have been offered those hours provided it does not cause the payment of overtime or premium pay.

Section 6.11 The Company agrees to furnish a bulletin board in each break room for official Union notices. "Official" is defined as authorized by the President of Local 655. The notices will not be detrimental to the Company, or objectionable in nature, and will be sent to the Labor Relations Department prior to being posted.

Section 6.12 The Company reserves the right to utilize Pay Cards in lieu of paper checks as long as there is no additional cost to the employee.

ARTICLE 7

SENIORITY

Section 7.1 Seniority shall be defined as the employee's length of continuous service with the Company, or date of entry into the bargaining unit, whichever is later. No employee shall acquire any seniority rights until the employee has been employed by the Company for at least sixty (60) days. The employee shall not be deemed to be entitled to any of the privileges of seniority until the employee has been employed for that long. On the sixty-first (61st) day, seniority shall apply from the date of employment.

Agreed upon seniority lists shall be established and maintained and such lists shall be available to the Union at all times.

Section 7.2 Seniority of an employee shall terminate for any of the following reasons:

- A. Voluntary resignation.
- B. Discharge for proper cause.
- C. Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail or telegram by the Company to the employee's last shown address on Company records.
- D. Failure of an employee to return to work under the terms and conditions of Article 8 (Leaves of Absence).
- E. Where an employee has performed no work for the Company for a period of six (6) months.
- F. Retirement.

Section 7.3 Employees who at any time have voluntarily limited their availability for work may thereafter claim additional available hours, but may not claim previously scheduled hours of another employee until a vacancy occurs or additional hours become available. The employee shall notify the Company in writing of their intent to claim additional hours when their availability is again unlimited.

It is agreed by the Company that the Plant Manager will not use the scheduling of hours as a punitive measure.

Section 7.4 "Full Time" is defined as one who regularly works forty (40) hours per week, and "Part Time" is one who regularly works less than forty (40) hours per week.

Section 7.5 Employees classified as Floral Designers, Floral Arrangers, or Delivery Persons/Warehouse Workers will maintain their seniority in their classification only. Employees classified in the above classifications cannot under any circumstances claim hours of a less senior person in another classification unless they have the necessary training and knowledge of that other job classification.

Section 7.6 When needed, an employee may work in whatever department management deems necessary. When an employee is required to work in a department paying a higher scale, that employee will be paid at the higher rate for the time worked in that department.

Section 7.7 Employees shall be scheduled by seniority for the most weekly hours within their classification.

Section 7.8 Lead positions will have seniority over other employees within their classification for layoff purposes.

ARTICLE 8

LEAVES OF ABSENCE

Section 8.1 A Leave of Absence shall be defined as a period during which an employee must, for legitimate reasons, be absent from work. Leaves under this Article shall be limited to:

- A. Military
- B. Medical/Maternity
- C. Union
- D. Management
- E. Personal
- F. Care of Newborn or Adopted Child

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

Section 8.2 Military Leave: In the event an employee covered by this Agreement enters into the Armed Forces of the United States, they shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

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

Section 8.3 Medical/Maternity Leave: A leave of absence for reason of extended personal illness or injury shall be granted to all employees, with six (6) months or more of consecutive service, for an initial period not to exceed thirty (30) days provided such request is supported by satisfactory medical evidence. If, at the end of thirty (30) days the employee is unable to return to work, the leave may be extended for an additional thirty (30) days and each thirty (30) days thereafter up to a maximum of twelve (12) months, provided such request for an extension is supported by satisfactory medical evidence. An employee will not be required to submit additional thirty (30) day leave extensions when verification from the attending physician of the need for a leave of more than thirty days is presented, so long as the time period of leave is indicated, and so long as additional leave time does not become necessary.

Section 8.4 Following compliance with the terms of Section 3 above, an employee, upon returning to work with a doctor's release indicating physical fitness to return to work, shall be placed in the same or comparable job classification, seniority permitting, and shall receive the rate of pay then established for the job. The employee will be scheduled for work on the next posted schedule in accordance with seniority, provided that the necessary notification and/or release was presented to the Company at least twenty-four (24) hours prior to the time called for in this Agreement for the posting of the written schedule.

Section 8.5 Union Leave: When an employee leaves employment with the Company to take employment with United Food & Commercial Workers Union Local No. 655, or the United Food & Commercial Workers International Union, the employee shall be considered on a leave of absence up to a maximum of three (3) years, and the employee shall, after completion of such employment with the Union, return to his/her former employment with the Company, 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 scheduled meetings or conferences. However, at the employee's request when attending meetings of four (4) or less hours, the employee will have their daily work schedule adjusted without a penalty to the employee.

Section 8.6 Management Leave: A management leave of absence may be granted to an employee accepting a management position with the same Company subject to the written approval of the Company for a period of time not to exceed three (3) years. Seniority will not be interrupted during this period.

Section 8.7 Personal Leave: A personal leave of absence may be granted to employees having six (6) months or more of continuous service subject to the written approval of the Company.

Section 8.8 Leave of Absence for care of Newborn or Adopted Child: For employees with six (6) months or more of continuous service, a Leave of Absence for either parent shall be granted without pay for a period of up to ten (10) weeks for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than ten (10) weeks from the date of birth or date of adoption. The Company may require verification of the parent relationship to the newborn or to the adopted child.

Section 8.9 General Provisions: Except in cases of emergencies, a written request to the Labor Relations for a leave shall be made at least five (5) working days prior to the requested starting date of the leave.

It shall be the responsibility of an employee who is on leave to notify the Company if they are unable to return 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 9

JOB DESCRIPTIONS

Section 9.1 Floral Designer – Job Description:

The employee so classified shall arrange live, dried or artificial flowers and/or foliage into designs per customer and store order requirements. Designers shall have the ability to create and produce complex floral designs, participate in special events, off-site consultations, as well as special event/wedding set up and tear down. Furthermore, Floral Designers are responsible for the care and handling of product, processing, maintaining inventory levels in the cooler the cleanliness of their workstations, pack as needed, slot seasonal product, and customer service to walk-in customers.

Section 9.2 Delivery Person/Warehouse Worker – Job Description:

Person so classified shall fill orders for retail delivery and for delivery to Schnucks Florist, load and unload delivery vans, deliver merchandise to all Schnucks Florist and retail customers, pick up and deliver merchandise from wholesaler, receive and stock merchandise delivered to warehouse. Delivery Person/Warehouse Workers are responsible for the cleanliness of their work areas and pack as needed.

Section 9.3 Floral Arranger – Job Description:

The person classified shall arrange, process, care for and package for delivery fresh or artificial flowers, potted plants, bulbs, garden plants, accessories, corsages, fruit baskets, combination gift packages, telephone orders, mercury orders, floral department orders, maintain inventory levels on the design floor, slotting seasonal product, responsible for cleanliness of their work stations, and customer service for walk-in customers.

Section 9.4 Floral Processor – Job Description:

The employee so classified shall process flowers shipped to the Focus on Design Center. Processing shall include unpacking product, cutting product and putting product in water. Floral Processors will also be responsible for cleaning production areas and processing tools. This includes: scrubbing buckets, sweeping floors, emptying trash receptacles, recycling paper and cardboard, sweeping down and scrubbing walls and floors of the Design Center and coolers, pulling the DC orders from warehouse inventory, and other processing tasks as technology provides improved methods. The company will be limited to one employee in this classification.

Section 9.5 Lead Floral Designer – Job Description:

The Lead Floral Designer shall be able to perform any and all of the duties of a Floral Designer, and in addition, pull orders from the cooler, and shall be qualified to direct the work of other Floral Designers.

Section 9.6 Lead Delivery Person/Warehouse Worker – Job Description:

The Lead Delivery Person/Warehouse Worker shall be able to perform any and all of the duties of a Delivery Person/Warehouse Worker, and in addition, shall be qualified to direct the work of other Delivery Person/Warehouse Workers.

Section 9.7 Lead Floral Arranger – Job Description:

The Lead Floral Arranger shall be able to perform any and all of the duties of a Floral Arranger, and in addition, pull orders from the cooler and shall be qualified to direct the work of other Floral Arrangers.

Section 9.8 Design Floor Manager – Job Description:

The Design Floor Manager is responsible for inventory, shall be able to order product, direct day-to-day operations on the design floor, and design, arrange, or process orders as needed.

ARTICLE 10

HOLIDAYS

Section 10.1 The following shall be recognized as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any employee, who has been continuously employed for at least sixty (60) days prior to the holiday and who has worked the regularly scheduled day before the holiday, the holiday (if scheduled to work), and the scheduled day and after the holiday, is eligible for holiday pay. However, if an employee is absent due to proven illness or the absence is approved in advance by the company (with the exception of approved leaves of absence referenced in Article 8 of FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week.

Section 10.2 All full-time employees who have completed one (1) year of continuous service will receive two, three (3) personal holidays. These personal holidays shall be celebrated on any date which is mutually agreeable to the employee and the Company. After employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1st.

Employees who attain full time seniority status will be eligible for personal holidays during their initial calendar year as a full time employee based on the following:

Attains full time status between January – June	Three (3) personal holidays
Attains full time status between July – September	Two (2) personal holidays
Attains full time status between October – November	One (1) personal holiday
Attains full time status in December	Zero (0) personal holidays

Part-time employees who have been employed for one (1) year or more five (25) hours or more shall be granted personal holidays as follows:

One (1) year of service as of January 1 One (1) personal holiday.
Two (2) years of service as of January 1 Two (2) personal holidays.
Six (6) years of service as of January 1 Three (3) personal holidays.

These personal holidays shall be celebrated on any day which is mutually agreeable to the employee and the Company. No weeks may be blocked out. After employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1st.

Section 10.3 Employees shall receive time and one-half (1 ½) their regular rate of pay for work performed on any of the above holidays in addition to any holiday pay. There shall be no work on Easter Sunday, Thanksgiving Day or Christmas Day.

Section 10.4 Full time seniority employees shall be paid eight (8) hours holiday pay [ten (10) hours holiday pay for employees working a schedule of four (4) ten (10) hour shifts.]

All part time eligible employees shall receive holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with the following schedule:

Under 1,249 hours	4 hours pay
1,249 hours through 1,456 hours	5 hours pay
1,457 hours through 1,664 hours	6 hours pay
1,665 hours through 1,872 hours	7 hours pay
Over 1,872 hours	8 hours pay

ARTICLE 11

PROMOTIONS

In the matter of promotions, after giving due regard to seniority, the Company shall have the right to exercise their judgment.

ARTICLE 12

TRANSFERS

The Company agrees to give at least three (3) days notice to an employee who is to be transferred.

ARTICLE 13

VACATIONS

Section 13.1 Employees hired before July 24, 1997, who are covered by this Agreement shall be entitled to four (4) weeks' vacation.

No employee shall have their current weeks of vacation reduced because of this provision.

Section 13.2 Employees hired after July 24, 1997, shall be entitled to vacation in accordance with the following:

A. Earned vacation shall be taken between January 1 and December 31. Employees earn vacation in the year prior to that in which it is taken.

B. Employees shall be eligible for vacation with pay according to the following schedule:

Any employee who has completed one (1) year of continuous employment as of January 1 is entitled to one (1) week of vacation with pay to be taken anytime during the following twelve (12) months.

Any employee who has completed three (3) years of continuous employment as of January 1 is entitled to two (2) weeks of vacation with pay to be taken anytime during the following twelve (12) months.

Any employee who has completed ten (10) years of continuous employment as of January 1 is entitled to three (3) weeks of vacation with pay to be taken anytime during the following twelve (12) months.

Any employee who has completed fifteen (15) years of continuous employment as of January 1 is entitled to four (4) weeks of vacation with pay to be taken any time during the following twelve (12) months.

C. All part-time employees will be entitled to a maximum of three (3) weeks of vacation after ten (10) years of service.

D. Employees who have completed their probationary period and who have less than one (1) year of continuous service on January 1st 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

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

Section 13.3 Vacations cannot be carried over from year to year. They must be taken in the twelve (12) months following the year in which they are earned.

Section 13.4 No vacations may be taken during the fourteen (14) calendar days preceding Valentine's Day and Mother's Day. No vacations may be taken during the seven (7) calendar days preceding Easter, Thanksgiving Day, and Christmas.

Section 13.5 The Company retains the right to limit the number of employees in each classification to be on vacation per week.

Section 13.6 For purposes of Vacation Pay Eligibility – hours will be averaged over the twelve (12) month period commencing January 1st to December 31st in the year prior to taking the vacation.

Full-time employees who average thirty-eight (38) hours or more per week will receive forty (40) hours vacation pay.

Section 13.7 Vacations will be selected in accordance with seniority. Anyone not selecting their vacation by January 31 will go to the bottom of the list for selection purposes.

Section 13.8 Effective January 1, 2021, employees who are eligible for two (2) or more weeks of vacation will be allowed to use two (2) weeks of their vacation one (1) day at a time for sickness or other personal reasons, however no more than five (5) of these days may be used for sickness. Employees abusing this privilege shall be subject to corrective action. If these days are used for other than sickness, the rules of selecting personal holidays as outlined in Article 10, Section 2 will apply.

Employees with three (3) or more weeks' vacation may request two (2) weeks in advance, to be paid for up to two (2) weeks unscheduled vacation throughout the year.

Section 13.9 Any employee hired before July 24, 1997, who is laid off or quits after his anniversary date shall be entitled to earned vacation due, but not taken. In addition, these employees shall be entitled to pro-rata vacation pay based on one-twelfth (1/12) for each full month if they have worked past the last anniversary date.

Any employee who is discharged for dishonesty or does not give at least one (1) weeks' notice shall forfeit all vacation rights.

Section 13.10 If a holiday, as enumerated in Article 10 hereof, occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation day to be taken at a later date.

Section 13.11 All unused vacation will be paid no later than February 15th of each year.

Section 13.12 In case of a death of an employee, unpaid vacation benefits will be paid to the employee's beneficiary.

Section 13.13 Leaves of Absence or illness and/or injury of ninety (90) days or less in a calendar year shall not affect vacations. Such leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one quarter (1/4). Such leaves of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one half (1/2). Such leaves of more than two hundred seventy (270) days shall disqualify an employee for vacations.

In the event an employee is off work because of an on-the-job injury of one hundred eighty (180) days or less, the Company shall count all time off as time worked for the purpose of computing vacation pay. In the event an employee is off work because of an on-the-job injury over one hundred eighty (180) days, the above formula shall apply.

ARTICLE 14

FUNERAL LEAVE

In the event of the death of a mother, father, sister, brother, spouse, same sex domestic partner, child, present mother-in-law, present father-in-law, present brother-in-law, present sister-in-law, grandchild or grandparent of an employee or spouse covered by this Agreement, with six months or more of seniority, the Company will grant a leave of absence from the date of death until and including the day after the funeral/memorial service, but not to exceed three (3) consecutive days, with pay for scheduled working days, providing the employee attends the funeral. In the case of son-in-law or daughter-in-law not living with the employee, one (1) day will be given off, that day being the day of the funeral/memorial service. The employee shall not be paid beyond the day after the funeral/memorial service.

Same sex partners will be considered equivalent to spouses for purposes relative to funeral leave.

ARTICLE 15

JURY DUTY

An employee with six months or more of seniority, who is subpoenaed for and reports for jury service, shall receive the difference in pay for the lost time and the amount received as jury pay. When an employee is released for the day or the greater part of the day, he shall report to his place of work. This jury duty pay shall not exceed ten (10) working days per calendar year, nor shall jury duty leave be granted for more than one period in any calendar year.

ARTICLE 16

SICK DAYS

Each January 1, employees who were paid one thousand eight hundred seventy-two (1,872) hours or more in the prior calendar year will be granted two (2) sick days.

Employees with one (1) or more years of service who normally work thirty-six (36) or more hours per week who were on an approved leave of absence during the prior calendar year will be afforded the sick days should they average thirty-six (36) or more hours per week for the weeks actually worked.

All sick days will be paid off in the first full week of December each year. However, employees have the option to use sick days as personal holidays in accordance with the procedure outlined in Article 10.

Employees who are not eligible for sick days as described in the preceding paragraphs, but who are eligible for and participating in health care benefits will be granted thirty six (36) hours] per calendar year in lieu of sick days for the purposes of Health and Welfare contributions only. Employees will notify the Human Resource/Labor Relations department with the request for contributions to be made to maintain eligibility for health care benefits.

ARTICLE 17

NON-DISCRIMINATION

The Company and the Union are pledged to policies of referring and employing personnel on the basis of ability, qualifications and performance. The Company and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation age, disability, or union activities in accordance with existing law. The parties agree also to observe non-discriminatory practices in the application and administration of the provisions of this Agreement.

ARTICLE 18

HEALTH AND WELFARE

Section 18.1 The Company shall continue to pay four dollars and ninety cents (\$4.90) per hour; for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents (\$4.36) per hour.

Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57).

Effective June 1, 2021, for hours paid in May, 2021, the Company shall pay four dollars and ninety-nine cents (\$4.99).

Effective June 1, 2022, for hours paid in May, 2022 and thereafter, the employer agrees to pay the same contractual rate set by the fund for all contributing employers at such time the Fund establishes a change in the rate. The employer agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

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

Section 18.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00)] per week to the Welfare Fund for spousal coverage.

Section 18.3 All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions 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. Such deductions shall be as follows:

Effective January 1, 2020, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$17.25	\$22.00	\$11.50	\$16.25	\$2.00	\$6.00
EE + Child(ren)	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	\$5.00	\$9.00
EE + Spouse*	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	\$5.00	\$9.00
Family*	\$37.00	\$41.75	\$26.75	\$31.25	\$21.00	\$25.50	\$10.00	\$14.00

Effective January 1, 2021, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
EE + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
EE + Spouse*	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Family*	\$37.00	\$41.75	\$28.75	\$33.25	\$23.00	\$27.50	\$17.00	\$22.00

Effective January 1, 2022, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
EE + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
EE + Spouse*	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Family*	\$37.00	\$41.75	\$29.75	\$34.25	\$24.00	\$28.50	\$19.00	\$24.00

* Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00)] per week to the Welfare Fund for spousal coverage.

The cost sharing amounts for any plan not listed above will be determined by the bargaining parties.

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.

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 upon 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.

Section 18.4 The Company shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

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

Notwithstanding the foregoing, the Company 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 Company as known full time employee will begin with the first hour worked.

Section 18.5 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. Coverage under the ERIP may begin on the first day of any month as elected by the employee, as long as the employee meets the eligibility requirements as of that date. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

Section 18.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this agreement and are incorporated by reference as is fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 18.7 The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or Trustees for the Fund to determine compliance with the obligation to contribute as set forth in the Agreement.

ARTICLE 19

PENSION

Section 19.1 Subject to the terms of this Article, the Company shall continue to pay (\$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 November 1, 2020, for hours paid in October 2020, the Company will pay one dollar and forty-one cents (\$1.41) per hour; effective January 1, 2021, for hours paid in December 2020, one dollar and fifty-six cents (\$1.56) per hour; effective November 1, 2021, for hours paid in October, 2021, 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.

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

Section 19.2 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 19.3 The Company 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, 2021. The Company's obligation begins with hours worked on and after July 1, 2022.

Section 19.4 Said Pension Fund shall be used to provide retirement benefits for eligible employees of the Company as provided in a Pension Plan, the terms and provisions of which are determined by the Joint Board of Trustees on the pension plan. 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 19.5 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 Company, that said Plan is qualified under I.R.C., Section 401, et seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 19.6 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 19.5 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 Company to the Pension Fund will be refunded to the Company.

Section 19.7 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 Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 19.8 If the Company 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 Company shall be responsible to the employees for any losses resulting there from. The Company hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the Company or anyone else other than such notice or notices expressly provided for in this Article.

Section 19.9 The Company 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 20

401 (K) SAVINGS PLAN

The Company agrees to provide all eligible employees a 401(k) Savings Plan, including a provision that would allow employees to borrow 401(k) funds in accordance with Company policy.

ARTICLE 21

SUBSTANCE ABUSE

Section 21.1 The Company and the Union recognize the seriousness of substance abuse in our society and in the workplace and the need to approach this problem in a humane and progressive manner and in a manner which recognizes the legitimate privacy rights of the employees.

Section 21.2 In addition, the use of drugs or the consumption of alcohol during breaks or meal periods is strictly prohibited and subjects the employee to disciplinary action up to and including discharge.

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

Section 21.3 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 Company may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such a request is made, both the employee and the Union Representative (or in the event of the unavailability of the Union Representative, the Steward or another member of the bargaining unit of the employee's choice who is at work) shall be specifically advised of all of the facts forming the basis of the Company'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 Company 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.

Section 21.4 In our continued effort to provide a safe, drug free and alcohol free work environment, the Company will 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 plant. A drug and alcohol screen will be required of all employees involved in or contributing to the incident giving rise to the injury.

Section 21.5 Any test performed under this Article shall be performed at a doctor's office, clinic or hospital, or through an on-site drug and alcohol collection process at the Company's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Furthermore, the Company 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 Company 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 second 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.

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

Section 21.6 If an employee is tested because they were injured "on-the-job" and the tests prove positive for drugs or alcohol the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge. Should the employee not be discharged the employee will be given the opportunity to be referred to an employee assistance program and, after an evaluation, the employee may be urged to consider participation in an alcohol and/or drug treatment program.

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

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

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

Section 21.7 If the employee refuses to take any of the aforementioned drug and/or alcohol tests the employee will be discharged.

Section 21.8 Test results are sent to the EAP representative or designated representative at the Company's corporate offices. Company 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 Company for use in any proceeding involving the employee.

Section 21.9 In the event any test results do not establish that the employee tested positive for alcohol or drugs, then the Company shall expunge from its records all references to the testing.

Section 21.10 Any test performed under this Article shall be performed at a doctor's office, clinic or hospital, or through an on-site drug and alcohol collection process at the Company's

expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Section 21.11 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.

ARTICLE 22

PLANT CLOSING

Section 22.1 In the event the Company closes or sells the plant and employees are terminated as a result thereof, pay equal to one (1) weeks' pay for each year of continuous service, up to but not to exceed, three (3) weeks pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro-rata severance pay for that year as follows:

- 0 – 3 months equals twenty-five (25) percent of a week's pay.
- 3 – 6 months equals fifty (50) percent of a week's pay.
- 6 – 9 months equals seventy-five (75) percent of a week's pay.
- Over 9 months equals one (1) week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

Section 22.2 If the facility is sold and successor company offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article, and the new job is comparable then Section 22.1 of this Article shall not apply. Comparable is defined as:

- A. Similar type of work (i.e., within the same classification)
- B. Similar number of hours (i.e., an employees' average weekly hours for the first thirteen (13) weeks of employment with a new Company is at least within two (2) hours of the average weekly hours worked for the prior fifty-two (52) weeks for the former Company).
- C. Rate of pay is not less than one (1) bracket below their current rate of pay.

Section 22.3 The Company shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination for those employees who were eligible for coverage at the time of their termination. This does not apply to those employees who secure employment with a contributing Company in the Pension and Health and Welfare Trust Funds who makes a payment on their behalf for the first three (3) full months.

Section 22.4 The Company agrees to give to the employee and the Union three (3) week's notice in advance of the plant closing or sale. When such notice is given, an employee shall remain with the Company or forfeit their rights under this Article unless mutually agreed to by the employee, Company and Union. Failure of the Company to give the required three (3) week's notice shall result in the payment of three (3) week's pay to the employee terminated as a result of the store closing.

Section 22.5 No benefits shall accrue under the terms of this Article unless the Company makes a business decision to close or sell the plant. If a store closing is caused by fire, flood, storm, land condemnation, then this article shall not apply.

ARTICLE 23

INVALIDATION CLAUSE

Section 23.1 Each and every clause of the contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only to the extent that they may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforce ability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 23.2 The Company agrees that should any of the clauses in this contract be declared illegal and void, the Company will meet to negotiate such new clauses to satisfy the intent within the limit of the law of those clauses declared illegal or void

ARTICLE 24

WAGES

The following rates of pay and pay schedules shall remain in effect for the life of the Agreement and shall constitute the basis for determination of wages for time worked:

Full-time employees will receive a cash payment of five hundred dollars (\$500.00), less deductions required by law. These cash payments will be made no later than November 1, 2020.

Part-time employees will receive a cash payment of two hundred and fifty dollars (\$250.00), less deductions required by law. These cash payments will be made no later than November 1, 2020.

Floral Processor

Effective:	<u>11/11/19</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
1st 1,040 hours	\$9.45			
Next 1,040 hours/1st 1,040 hours	\$9.75	\$10.40		
Next 1,040 hours/1st 1,040 hours	\$10.50	\$10.50	\$11.25	\$12.10
Thereafter/Next 1,040 hours	\$12.50	\$12.50	\$12.50	\$12.50
Thereafter/Next 1,040 hours		\$12.75	\$12.70	\$12.70
Thereafter/Next 1,040 hours			\$13.05	\$13.05
Thereafter				\$13.55

Delivery Persons/Warehouse Workers

Effective:	<u>11/11/19</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
1st 1,040 hours	\$9.50			
Next 1,040 hours/1st 1,040 hours	\$10.00	\$10.40		
Next 1,040 hours/1st 1,040 hours	\$10.50	\$10.50	\$11.25	
Next 1,040 hours/1st 1,040 hours	\$11.20	\$11.20	\$11.20	\$12.10
Next 1,040 hours	\$12.55	\$12.55	\$12.55	\$12.55
Next 1,040 hours	\$12.95	\$12.95	\$12.95	\$12.95
Thereafter/Next 1,040 hours	\$14.65	\$14.65	\$14.65	\$14.65
Thereafter/Next 1,040 hours		\$14.90	\$14.90	\$14.90
Thereafter/Next 1,040 hours			\$15.25	\$15.25
Thereafter				\$15.75

Floral Arrangers

Effective:	<u>11/11/19</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
1st 1,040 hours	\$9.50			
Next 1,040 hours/1st 1,040 hours	\$10.00	\$10.40		
Next 1,040 hours	\$10.50	\$10.50		
Next 1,040 hours/1st 1,040 hours	\$11.00	\$11.00	\$11.25	
Next 1,040 hours/1st 1,040 hours	\$11.80	\$11.80	\$11.80	\$12.10
Next 1,040 hours	\$12.20	\$12.20	\$12.20	\$12.20
Thereafter/Next 1,040 hours	\$13.90	\$13.90	\$13.90	\$13.90
Thereafter/Next 1,040 hours		\$14.15	\$14.15	\$14.15
Thereafter/Next 1,040 hours			\$14.50	\$14.50
Thereafter				\$15.00

Floral Designers

Effective:	<u>11/11/19</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
1st 1,040 hours	\$9.50			
Next 1,040 hours/1st 1,040 hours	\$10.25	\$10.30		
Next 1,040 hours/1st 1,040 hours	\$10.75	\$10.75	\$11.15	
Next 1,040 hours/1st 1,040 hours	\$11.50	\$11.50	\$11.50	\$12.00
Next 1,040 hours	\$12.80	\$12.80	\$12.80	\$12.80
Next 1,040 hours	\$13.20	\$13.20	\$13.20	\$13.20
Thereafter/Next 1,040 hours	\$14.90	\$14.90	\$14.90	\$14.90
Thereafter/Next 1,040 hours		\$15.15	\$15.15	\$15.15
Thereafter/Next 1,040 hours			\$15.50	\$15.50
Thereafter				\$16.00

Design Floor Manager

Effective:	<u>11/11/19</u>	<u>01/01/21</u>	<u>01/01/22</u>	<u>01/01/23</u>
	\$16.90	\$17.15	\$17.50	\$18.00

Employees above the thereafter rate for their classification shall receive an increase of twenty-five cent (25¢) per hour on January 1, 2022, thirty-five cent (35¢) per hour on January 1, 2022, and fifty cent (50¢) per hour on January 1, 2023.

Employees hired above the starting rate of pay or moved to a higher bracket will progress to the next pay bracket upon completion of 1,040 hours.

Employees in any of the above classifications receiving in excess of the above wage scales shall not have their pay decreased because of this Agreement.

Leads will be paid seventy-five cents (75¢) per hour in addition to their base rate of pay.


Floral Designers will be paid seventy-five cents (75¢) per hour in addition to their base rate of pay.

ARTICLE 25

TERM OF AGREEMENT

This Agreement shall become effective as of June 22, 2020, and shall remain in force and effect through June 21, 2023. If written notice shall not be given by either party at least sixty (60) days before the expiration date of an intention to request alternation, amendment or termination of this Agreement, then this Agreement shall automatically remain in force for the period of an additional year.

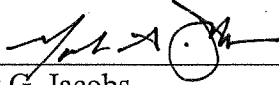
FOR THE UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 655



David Cook
President

Date: 1-11-2021

FOR THE COMPANY:
SCHNUCK MARKET, INC.



Mark G. Jacobs
Director, Labor Relations and Employment

Date: 1-5-2021

LETTER OF UNDERSTANDING

1. During the term of the agreement that expired June 15, 2008 it was agreed to remove the Clerical Employees from the bargaining unit and add a Floral Arrangers position. Representatives from Local 655 met with the two clerical employees at the time (Dinah Ford and Sarah Baranovic) to review their options: 1) continue as a member of Local 655 and be red-circled in the Clerical position, 2) discontinue membership with Local 655 and continue in the clerical position as a non-union employee, or 3) continue as a member of Local 655 and transfer into the new Arranger's classification.

Both employees informed our facility manager that they wished to continue as members of Local 655 and be red-circled in the Clerical position. Therefore, as agreed, these employees were red-circled as clerical employees.

Regarding the red-circled Clerical Employees, the following job description will apply.

Employees in this position handle the phone systems, receive visitors and answer general questions. They perform clerical duties including the processing of memos/reports, accounts receivable, account payable, UPC maintenance, weekly communications to the stores, maintain warehouse inventory and the daily computer tasks required by FTD. An office clerical may be familiar with numerous computer programs as required in their specific job assignment.

Red-circled Clerical employees will receive the following wage increases:

Sarah Baranovic shall receive an increase of twenty-five cents (25¢) per hour on January 1, 2021, thirty-five cents (35¢) per hour on January 1, 2022 and forty-five cents (45¢) per hour on January 1, 2023.

All other terms and conditions of the current collective bargaining agreement will apply to Clerical employees.

2. Floral Designers as of June 24, 2015 who do not wish to complete the additional responsibilities will be reclassified as a Floral Arranger. Their rate of pay will be red circled and they will be assigned a new seniority date.
3. When Floral Designers work off sight for special events, off-site consultations, as well as special event/wedding set up and tear down, they will be compensated for mileage per the Company's travel reimbursement policy.
4. Employees hired before June 24, 2015 will receive an additional one dollar (\$1.00) per hour for hours worked on Sundays.

PENSION AND HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the Pension Fund under Article 19 – Pensions and under Article 18 – Health and Welfare Fund.

1. The Company 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:

An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An Employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An Employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.

2. The Company 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:

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 Company is obligated to contribute forty (40) hours in that week.

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 Company is obligated to contribute for forty (40) hours in that week.

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 Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company 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 Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company 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:

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

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

An employee has requested vacation pay with no indication of if or when time off would be taken. The Company'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).