

AGREEMENT

Between

STRAUBS

And

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL NO. 655

SEPTEMBER 29, 2019

THROUGH

SEPTEMBER 24, 2022

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This Agreement, mutually entered into by and between Straubs Markets, Inc. and/or successors and assigns, a signatory hereto, hereinafter referred to as the Company, and the United Food & Commercial Workers Union Local No. 655, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the Union.

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

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

ARTICLE 1 JURISDICTION:

1.1 The Union shall be the sole and exclusive bargaining agent for all employees as defined in this Agreement in the City of St. Louis and in the counties of St. Louis, Franklin, St. Charles, Jefferson, Washington, Warren and Lincoln, excluding store managers, one legal owner (legal owner shall be defined as husband, wife, sons and daughters) who shall not supplant bargaining unit employees, supervisory and other employees as defined by the National Labor Relations Act, as amended, and those employees covered by other collective bargaining agreements with the Company.

1.2 All work and services connected with all operations carried on at the premises of the Company'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; provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed in whole or in part by mutual agreement between the Company and the Union.

The above described restriction on work jurisdiction has been, by mutual agreement between the Union and Company, relaxed and altered in the following respect: Vendors entering the said retail establishment for the purpose of delivering and/or servicing bread, milk, chips and snacks, spices, cookies and crackers, soda, greeting cards, ice cream, beer and liquor, pizza, and other traditional direct store delivery (DSD) items. This definition shall also include the following items shipped through and from the Company's warehouse(s): cookies, crackers, snacks, soda, spices, baby food and any "cross-docked" merchandise, which is construed as palletized, pre-selected, individual store miscellaneous products, usually distributed by a specialty merchandise type vendor.

Removal of outdated product and rotation of perishable dated products which are already on the shelf or in the case by vendors shall be authorized.

Vendors may clean shelves when rotating product or removing outdated product. Vendors may hang tags as part of resets and new product placement.

Outside salespersons, Store Management and the Company's reset crew shall not be restricted from performing resets or rearrangements of any product once it has been initially stocked by bargaining unit employees, except for new stores and major remodels.

No associate who is on the seniority list as of July 30, 2014 shall have their hours reduced as a direct result of the relaxation of bargaining unit work jurisdiction for vendors in the contract expiring on September 21, 2013.

1.3 Under no condition shall supervisors perform bargaining unit work, except in case of emergency, such as Acts of God or other conditions beyond the control of the Company, and to the extent that they may perform customer services. Customer services shall not be construed to include stocking, price marking, truck unloading or building displays, or any other bargaining unit work on a regular basis.

Up to two member(s) of Store management may be designated and allowed to perform any bargaining unit work. The Company will notify the Union, which current member(s) of store management is so designated.

1.4 Any work done by any person outside of the bargaining unit in violation of this Agreement after it has been brought to the attention of management shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½x) the top Clerk rate in the contract, or time and one-half (1½x) the employee's regular rate, whichever is the greatest, in addition to the employee's normal pay for that day. This shall not preclude the Union Representative of the local Union from filing a grievance pertaining to a violation of this paragraph in the name of a particular employee who shall be compensated in the method herein provided above.

Once a violation of any work done by any person outside of the bargaining unit has once been brought to the attention of Management; any other violations within a two (2) week time period by the same person shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½x) the top Clerk rate in the contract, or time and one-half (1½x) the employee's regular rate, whichever is greater, in addition to the employee's normal pay for that day.

1.5 In order for the Company to develop candidates for positions within Store Management, the parties have agreed to relax the work jurisdiction within the Agreement as follows:

A. Designated Store Manager Trainees may perform bargaining unit work within the jurisdiction of this Agreement for up to fifty-two (52) weeks. The Trainee(s) may only perform bargaining unit work within the specific department they are assigned for training purposes. Such weeks need not be consecutive.

B. When the Company places a Store Management Trainee within a store, no bargaining unit employee within that store shall suffer a reduction in hours as a result of the Store Management Trainee performing bargaining unit work, nor shall the trainee be used to supplant a bargaining unit employee. While a Manager Trainee is performing bargaining unit work, the Company will continue to schedule hours in the assigned department at the level of hours consistent with the methodology used to determine hours for that department.

C. The Company shall notify the Union, seven (7) days in advance, except in cases of unforeseen circumstances, and in writing of their intent to utilize this provision of the Agreement. The notice shall include; who is being placed, where they will be training; and the approximate length of their training at each location. The Union will then notify the bargaining unit.

D. A Store Management Trainee may not perform bargaining unit work within the same department for more than sixteen (16) weeks.

ARTICLE 2 UNION SECURITY:

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

The 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.

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

CHECKOFF: The 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 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 will deduct Union dues and initiation fees on a weekly basis. The Company 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.

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, store 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 the Company the amounts to be deducted on the regular monthly billing.

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

2.4 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.

2.5 The Company 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, age or disability in accordance with existing law. Where the word "he" appears in this Agreement, the parties agree that it applies to both "male and female" employees.

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

2.7 The Company agrees to permit an authorized representative or officer of the Union to have free access to the stores 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 for each store [three (3) Union Stewards for stores with one hundred fifty (150) or more bargaining unit employees] who shall have top ranking seniority (during the term of their office),

irrespective of actual length of service, in case of layoffs and transfers. One week prior to the transfer of a Steward from one department to another, the Store Manager will notify the Steward of the reason for the transfer. The Steward will then have the right to request a meeting with the Store Manager and a Union Representative to express concerns and discuss the reason behind the transfer.

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.

2.8 The Union store card will be displayed in all places where members of Local No. 655 are employed exclusively in a location visible to the general public. The store card shall be removed at the request of the Union.

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

2.10 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, Store 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.

Once during the term of the Collective Bargaining Agreement, the Company agrees, upon request from the Union, to review specific current Company policies with a committee appointed by the Union.

2.11 During the term of this agreement, the Company agrees to schedule up to one (1) employee per store in the bargaining unit (or the equivalent of one (1) per store) off by 6:00 P.M. Friday, and off weekends or off by 6:00 p.m. or 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(s) will be mutually agreeable between the Union and the Company. All provisions of the collective bargaining agreement shall apply with the exception of section 7.2D regarding preference of available days off. 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. Participation in the Program will be for one (1) calendar month periods, renewable by mutual agreement between the Union and the Company. New stores and stores 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 participate in this program use this program to work at organizing any Company affiliated store or facility.

ARTICLE 3 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 stores, 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 4 GRIEVANCES AND ARBITRATION:

4.1 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 Union Steward and/or Union Representative, or both, and the Store Manager or Owner. Store Management shall make its decision known within two (2) working days thereafter. If the matter is not resolved in Step 1, it shall be referred to Step 2 within two (2) working days.
- Step 2. By conference between the Union Representative and the Owner or a Supervisor of the Company. The Company shall make its decision known within three (3) working days thereafter. If the matter is not resolved in Step 2, it shall be reduced to writing and referred within three (3) working days to Step 3.

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

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

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

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

The parties request that the arbitrator render a decision within sixty (60) days of the close of the hearing or the receipt of the post-hearing briefs, whichever is later.

Both parties agree to issue a joint communiqué' to any arbitrator whose ruling is not received within a reasonable time frame.

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

4.4 The Company may, at any time, discharge any worker 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.

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

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

4.7 Grievances will be discussed only through the outlined procedures; except that by mutual agreement between the Union and the Company, the time limits may be waived.

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

4.9 If the Arbitrator shall award back wages covering the period of the employee's separation from the payroll of the Company, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had the employee not been suspended or discharged. If the decision of the Arbitrator includes back pay, any back pay award shall not be in excess of one (1) year from the date of discharge or disciplinary suspension.

ARTICLE 5 UNION COOPERATION:

5.1 The Union shall use its best efforts as a labor organization to enhance the interests of the Company, as a Company of Union labor.

5.2 The Union agrees to uphold the rules and regulations of the Company with regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Company.

5.3 The Union agrees to cooperate with the Company in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

5.4 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Company in suggesting and practicing methods in the interest of conservation and waste elimination.

5.5 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Company in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

ARTICLE 6 UNAUTHORIZED ACTIVITIES:

6.1 During the term hereof, the Union agrees that there shall be no strike or any interference with or interruption of the normal conditions of the Company's business. The Company agrees there shall be no lockout.

6.2 The failure of any employee to cross or work behind a lawful, primary labor picket line which has been officially recognized by the St. Louis Labor Council and/or the United Food & Commercial Workers International Union, shall not constitute a violation of this Agreement.

6.3 The Company and the Union mutually agree that in the event of an unauthorized strike or slowdown by an employee or employees that the Company 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 Company may exercise whatever disciplinary action it deems proper against such employee or employees, including discharge, layoff, loss of seniority rights or other privileges granted employees under this Agreement or the Company policy.

ARTICLE 7 HOURS AND WORKING CONDITIONS:

7.1 A. The basic work week for all employees covered by this Agreement, shall be forty (40) hours to be worked in five (5) eight (8) hour days or four (4) ten (10) hour shifts, not necessarily consecutive. The work week shall be the Company's seven (7) day payroll period.

B. The regular work day for all employees shall not exceed eight (8) consecutive hours per day. The regular work day for all employees shall not exceed eight (8) hours per shift [or ten (10) consecutive hours per shift for those employees scheduled to work four (4) ten (10) hour shifts], exclusive of an unpaid meal period.

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 for four (4) ten (10) hour schedules available by department; then determine the actual number to be scheduled by department based on the number of volunteers per department. At no time shall anyone be forced to work a four (4) ten (10) hour schedule.

D. All time worked in excess of forty (40) hours per week or eight and one-half (8 ½) consecutive hours per shift [or ten (10) consecutive hours per shift for those employees working four (4) ten (10) hour shifts] shall be paid at the rate of time and one-half (1 ½x) the employees' regular rate of pay. There shall be no pyramiding of overtime or premium pay.

E. Daily overtime shall be offered by seniority and job classification within the store among the employees present and qualified to do the work when the need for overtime arises. Scheduled overtime shall be offered by seniority to employees qualified to do the work within the store for the designated time. Employees shall not be required or compelled to work overtime as defined above. However, if an insufficient number of

employees volunteer, then qualified employees may be required to work by inverse order of seniority.

F. All employees shall receive at least one (1) full day off per calendar week, Monday through Saturday inclusive. If employees are required to work on their scheduled day off, they shall be paid at the rate of time and one-half (1 ½x) their regular rate.

7.2 A. The Store 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 as soon as practical, but no later than 11:00 a.m. on Friday of the current week (effective February 11, 2020, Thursday of the current week). Any employee leaving on schedule before 11:00 a.m. and who is not scheduled to work on Friday or Saturday will be advised by store management of the employee's schedule to be posted. This schedule shall be accessible to all employees and the Union. Copies of all schedules shall be posted in one central location accessible to all employees. In addition, the posted schedule shall be the same schedule that is posted on the computer system and any changes to the posted schedule will also be changed on the computer system concurrently.

Based on the operational needs of the business and all things being equal, the Company agrees to give full regard to seniority when scheduling checkers and/or office cashiers more desirable work shifts. This provision would also apply to Clerks from other departments scheduled to check or work as an office cashier as part of their work week. The intent of this language is to recognize seniority by scheduling the senior employee more desirable shifts on an overall weekly basis, although obvious single day scheduling issues will also be addressed. When comparing schedules of employees the comparison will normally be full-time schedules to full-time schedules and part-time schedules to part-time schedules. This does not preclude the comparison of full-time schedules to part-time schedules on an individual basis where there is an obvious lack of recognition of seniority. Adjustments made to the normal schedule to circumvent the intent of this provision will be addressed and corrected.

B. All employees shall have a minimum of eight (8) hours off between shifts except as referenced in Section 7.2H and except that at the employee's option the eight (8) hour minimum may be waived. The Company agrees to schedule ten (10) hours off between shifts for those employees that make such a request no later than the Monday before the schedule is posted. Employees shall not work split shifts.

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

D. Thirty-two (32) hours, or more per week, employees shall have preference of available days off by seniority, job classification, and availability.

Once days off are selected, they will not be changed except in holiday weeks for reasons beyond the control of the Company or for operational changes. By agreement with the Union, the Company may elect to rotate Saturday off between all employees in a

particular classification rather than to grant them to the more senior employees. This paragraph shall not preclude the right of the Company to grant, on an individual request basis, a particular day off on an infrequent basis to an employee for a valid reason.

E. When hours are added to the posted schedule during the week, they shall be given to the most senior qualified employee(s) who are available to work those hours. Such added hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in the number of hours added and when the hours are needed; and further provided such hours will not cause the payment of overtime.

However, during holiday weeks full-time employees scheduled for thirty-two (32) hours will be offered available call-in work in accordance with this section.

F. 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 qualified employee not scheduled to work on those days provided such hours will not cause payment of overtime or premium pay.

However, during holiday weeks full-time employees scheduled thirty-two (32) hours will be offered available call-in work in accordance with this section.

G. It is agreed that night work after 6:00 P.M. will be assigned on an equitable basis among all employee who work thirty-two (32) hours or more per week and that no thirty-two (32) hour or more per week employee will be required to work more than three (3) nights per week (For the purpose of applying this clause, this employee shall have worked thirty-two (32) hours or more per week for a period of thirteen (13) consecutive weeks.) An employee who works less than thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks shall be disqualified from the above two (2) night provision.

H. A premium of sixty cents (60¢) per hour in addition to the regular rate of pay shall be paid for all hours worked between 12:00 A.M. and 5:00 A.M. Employees scheduled for more than five (5) hours, whose shift encompasses 12:00 A.M. to 5:00 A.M., will be paid the premium for the entire shift. Night shift differential shall be included in computing vacation pay. In the week in which a holiday occurs, the week's pay shall not be less than the basic pay plus normal shift differential. An employee, working on a night shift which either begins or ends on a Sunday or holiday, will be compensated at straight time plus night premium for the entire shift. However, employees who are scheduled both the night shift before and the night shift of a Sunday or a holiday will receive their appropriate Sunday or holiday premium pay (or night premium, whichever is greater) for the entire Sunday or holiday night shift.

Any shift that is scheduled to end after midnight or begin before 4:00 A.M. is considered to be a night shift. This shift for full-time employees shall be eight (8) hours, not to exceed five (5) nights, forty (40) hours per week except that full-time employees may be scheduled for forty (40) hours to be worked in four (4) ten (10) hour shifts. In this event,

daily overtime shall not be paid until more than ten (10) hours have been worked. Employees working the night shift must have a minimum of twelve (12) hours' break between shifts.

Available night schedules may be selected by qualified employees on the basis of seniority. In the event there are not enough volunteers, inverse seniority shall apply.

I. In scheduling Courtesy Clerks, the Company shall schedule for a minimum of ten (10) hours per week. When scheduled, they shall not be reduced below ten (10) hours per week that week. It is understood that this guarantee cannot apply to an employee called in for replacement of another employee.

J. Any employee who averages twenty-five (25) hours or more per week and who is unable to work because of injuries received during the scheduled work week, and whose injuries resulted out of or during the course of employment on the store premises, shall be entitled to full pay not to exceed eight (8) hours [ten (10) hours for employees scheduled to work four (4) ten (10) hour shifts] for each scheduled day lost because of such injuries, but not to exceed three (3) days, provided, however, that the employee shall report upon receipt of the injury to the Store Manager who shall refer the employee to the Company's physician. The physician's decision with respect to the length of time required off from the job shall be the controlling factor, provided further that nothing in this provision shall affect any rights accruing to either party under the Worker's Compensation Act of the State of Missouri, and that the Company shall receive credit for any payment made under this Article, should any compensation be awarded in accordance with the State Worker's Compensation Act.

The above payment is meant to compensate the employee for scheduled days lost prior to the date Worker's Compensation benefits become effective.

When an employee averaging less than twenty-five (25) hours per week is injured on the job, they will be paid for the balance of that days' work schedule provided that they conform to the procedures set forth above.

K. When an employee, following an "on-the-job injury", is certified as ready and able to perform all regular duties by his or her attending physician and/or Company doctor but requires continued medical treatments as a result of the same injury, the Company shall adjust the work schedule upon request without penalty to the employee or Company, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled by seniority and job classification.

7.3 Scheduled rest periods are fifteen (15) minutes in duration for every three (3) or more hours of time worked, not to exceed two (2) rest periods per day. No employee shall be required to take a break period unless he or she has worked one and one-half (1-1/2) hours from the start of a shift.

7.4 The meal period, without pay, shall not exceed one (1) hour per day on the employee's time and shall be allowed between the beginning of the fourth (4th) hour and the ending of the sixth (6th) hour after starting time. Any employee working six (6) hours or more shall be entitled to an unpaid thirty (30) minute lunch period, if requested. Such request for a lunch must be submitted by the Monday prior to the posting of the schedule. Unpaid lunch periods shall be at the discretion of the employee.

7.5 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. Students who are available regularly for as much as four (4) hours in any day during regular store hours shall be covered by the four (4) hour guarantee. The four (4) hour minimum may be waived if mutually agreed to between the Store Manager and the employee.

7.6 When supervision or the Company elects to instruct a member of the bargaining unit to report to the store for emergencies, they will be paid a minimum of two (2) hours at time and one-half (1 ½x) their regular rate of pay.

7.7 Hours not worked, but compensated for by the employer (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.

7.8 Where time clocks are available, all employees covered by this Agreement shall record in person, the exact number of hours worked. The Company and the Union agree that a proven violation of established time clock rules, including work before punching in or after punching out, may subject an employee to disciplinary action up to and including discharge. The Company agrees, upon reasonable notice to allow records to be checked where necessary for wage rates.

7.9 Falsification of payroll records shall be cause for dismissal.

7.10 The Company agrees to provide a complete first aid kit in each store.

7.11 The Company agrees to furnish a bulletin board in each break room of each store [not to exceed two (2) per store] 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/Human Resources Department prior to being posted.

7.12 Employees are required to be vaccinated/inoculated as required by law or the Company. Employees will not be required to pay for these vaccinations/inoculations.

7.13 The Company, at its discretion, with thirty (30) days advance notice to the Union, may offer voluntary monetary buyouts for any group of employees at any time during the term of this Agreement. The Company will determine how many employees

will be eligible for this monetary buyout and the timing for when employees will be allowed to leave the Company under the terms of this monetary buyout.

ARTICLE 8 SENIORITY:

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

8.2 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 certified mail or telegram by the Company to the employee's last known address on Company's records.

D. Failure of an employee to return to work under the terms and conditions of Article 10 (Leaves of Absence).

E. Where an employee has performed no work for the Company for a period of six (6) months, because of layoffs.

E. Retirement.

8.3 There shall be three (3) seniority lists as follows:

A. Full-time Clerks. A full-time Clerk is normally scheduled for a forty (40) hour work week. An employee who is added to the full-time ratio will be placed on the full-time seniority list as referenced in Sections 8.7B and 8.7D (excluding Temporary Replacements).

B. Part-time Clerks. A part-time Clerk normally works less than forty (40) hours per week.

C. Courtesy Clerks.

8.4 A. Full-time Clerks shall have seniority over part-time Clerks.

B. If any full-time employees are involuntarily reduced below forty (40) hours for an accounting period, they will have top seniority on the part-time seniority list.

C. Any full-time employee who voluntarily reduces their hours to part-time status will be put on the part-time Clerk seniority list using the employee's original seniority date in the bargaining unit.

D. Should a Designated Assistant Department Manager no longer be "Designated", they will be placed on the full-time seniority list providing that upon review of the full-time seniority list, there are employees on the full-time seniority list with a hire date and/or part-time date which is the same or later than the associate no longer being "Designated" with a date equal to the earliest confirming employee's date. If there are no employees on the full-time seniority list with the hire date and/or part-time Clerk date which is the same or later than the employee no longer being "Designated", then the employee will be assigned a part-time date in accordance with paragraph "C" above.

8.5 The Company shall submit to the Union, on a quarterly basis, a current seniority list, which includes name, social security number, store location, hire date, seniority date, department, wage rate and hours paid in the previous accounting or payroll quarter.

8.6 A. Employee's shall be scheduled by seniority for the most weekly hours.

B. At least forty-five percent (45%) of the scheduled hours for the Company (excluding Courtesy Clerk hours) shall be guaranteed forty (40) hour schedules. Forty (40) hour schedules shall be assigned to employees based on seniority and ability to perform the work.

The Company may determine the aforementioned forty-five percent (45%) of scheduled hours by store, by the Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit. The Company will notify the Union in writing of what method will be used and it will not be changed for the term of this Labor Agreement.

The number of forty (40) hour schedules will be the same for each week of a quarter and any adjustments, up or down, to the number of forty (40) hour schedules shall be made no later than the first pay period following March 1, June 1, September 1, and December 1. The ratios will be calculated as of the first pay period in the months of February, May, August, and November using actual hours worked in the prior twelve (12) months. Additions made to fill ratio requirements at these dates will be from the forty (40) hour request list.

If the Company is over the required ratio percentage, they may reduce the number of full-time positions at the beginning of each quarter as outlined above. If there is a full-time Designated Assistant Department Manager who has less full-time seniority than a non-designated full-time employee who is being reduced, then that full-time Designated Assistant Department Manager may be reduced. Should the Company choose not to reduce the above Designated Assistant Department

Manager, then the Company will no longer be able to count the Designated Assistant Department Manager toward the fulfillment of its ratio requirements, with the exception that their hours shall continue to count toward the ratio calculation. The intent of this language is to allow the Company to reduce the number of full-time employees to the required percentage with the exception that if the Company wants to keep the "Designated Assistant Department Manager(s)" with less seniority such "Designated Assistant Department Manager(s)" would be over and above the normal ratio requirement.

The Company agrees to furnish ratio information to the Union on a quarterly basis in a format approved by the Union. Such information shall include a listing of full-time employees and a listing of twenty-five (25) hour employees in accordance with this section. Designated Assistant Department Managers assigned full-time positions shall count toward the required number of full-time positions needed for the ratio, except as outlined above, and shall be identified on the listing provided to the Union.

This section shall not apply during the first eight (8) weeks of a new store opening or the first four (4) weeks of a major remodel.

Fractions of forty (40) hour schedules will be rounded up or down.

All forty (40) hour schedules that are shown on the work schedule(s) count for purposes of the ratio whether worked by the employee or not. However, during a quarter as defined in paragraph 3, permanent full-time openings that become available due to resignations, terminations, and openings as a result of full-time employees on an approved leave of absence for four (4) weeks or more shall be replaced after one (1) week, under the following conditions:

1. Will not be replaced if there is an overage in the full-time ratio.
2. If replaced within the store, the employee must be qualified to perform the job and will be considered as a "temporary replacement" and not assigned a full-time seniority date.
3. Full-time employees may be transferred to compensate for overages in the full-time ratio.

The remaining fifty-five percent (55%) of the hours (excluding Courtesy Clerk hours) shall be weekly schedules assigned to part-time employees. At least forty percent (40%) of these weekly scheduled hours shall be schedules of at least twenty-five (25) hours but less than forty (40) hours. Part-time employees are entitled to the weekly schedule with the most hours based on seniority and ability to perform the work.

C. Employees may claim the entire weekly schedule of a less senior employee, if the less senior employee has a schedule with more weekly hours, in accordance with availability, job classification, and ability to perform the type of work within the store in which they work. In situations where it is determined that the senior employee has the availability but not the ability to perform the work required, the employee may request, in writing, to be trained in the other department. Should the scheduling inequity not be corrected, then training in the job to be performed will be provided. The Company will determine within a two (2) to four (4) week period if the employee can perform the work satisfactorily. If an employee cannot perform the work satisfactorily, the Company will not be required to schedule the employee in that department.

Claims under this provision of the Agreement must be made by the employee to the Company no later than 5:00 P.M. Saturday, or the employee forfeits any claim.

D. 1. In the event a forty (40) hour schedule becomes available, exclusive of Department Manager positions, at the beginning of the quarters as outlined in paragraph B above, the following procedure will apply:

The most senior employee as referenced in Section 8.4B above in the grouping of stores of the Company where the forty (40) hour permanent schedule becomes available will be given the first opportunity to work a forty (40) hour schedule.

The Company will offer the position to the most senior employee(s) in the Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit who has indicated to the Company in writing that they desire to work a forty (40) hour schedule. These written requests for forty (40) hour jobs must be sent to the Labor Relations/Human Resources Department prior to August 1st and February 1st of each year and that request will be valid for one (1) full calendar year from that time period and must include which store(s) and job classification(s) in which the employee is willing to work. Employees will not be offered a forty (40) hour job at a store or in a job classification that they do not have listed on their forty (40) hour request form.

Employees will acknowledge in writing each time a forty (40) hour schedule is offered and they refuse the opportunity.

2. If necessary, training in the job to be performed will be provided. The Company will determine within a two (2) to four (4) week period if the employee can perform the work satisfactorily. If an employee is disqualified because of this provision the employee will be transferred back to the employee's original store. These employees may only be offered forty (40) hour schedules in the future in the employee's present job classifications, i.e., grocery, produce, checking and office. The employee at any time during or at the end of the four (4) week period may return to the employee's former classification and/or store with no loss of seniority.

3. If the employee mentioned in No. 1 above refuses a forty (40) hour schedule at a store and in a job classification they have requested, then the Company will repeat the procedure in No. 1 until the most senior employees who have requested that store and job classification in writing, have been offered the schedule. If no employee accepts this forty (40) hour schedule, then the Company may offer the schedule to the most senior employee in the store where this opening is deemed to exist who desires to work a forty (40) hour schedule.

4. The Company will assign, at their discretion, employees to any forty (40) hour jobs available in a new or remodeled store by selecting forty (40) hour employees from other stores or as outlined in Section 8.7D. Forty (40) hour schedules vacated in other stores because of the new store will be filled in accordance with No. 1 above.

5. The Company may elect not to replace the forty (40) hour job if there is an overage in the full-time ratio.

6. When a forty (40) hour position is filled, the Company will notify the Union in writing of the employee's name, social security number, store location and full-time date.

8.7 Employees may limit their availability as it regards total number of shifts they are available to work in a week and/or the total number of weekly hours they are available to work. This shall not be construed to mean preferential shifts.

Employees who, at any time, have voluntarily limited their availability for work may, thereafter, claim a weekly schedule with more hours only when a vacancy occurs or when additional hours become available. The employee shall notify the Company in writing of their intent to claim a schedule with a greater number of hours when their availability is, again, unlimited on a permanent basis.

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

8.9 A full-time (40 hour) employee, who has been reduced below forty (40) hours per week for four (4) out of six (6) weeks in their store, seniority permitting, may replace the least senior full-time employee in the same job classification in each Company's geographical area. Requests to exercise seniority in this regard must be made in writing to the Personnel Department within one (1) week following the four (4) week period.

If necessary, training in the job to be performed will be provided. The Company will determine within a two (2) to four (4) week period if the employee can perform the work satisfactorily. If an employee is disqualified because of this provision, the employee will be transferred back to the employee's original store and assigned a part-time seniority date in accordance with Section 8.4B. These employees may only be offered forty (40) hour schedules in the future in the employee's present department (i.e., grocery, produce, checking, or office) or in accordance with the procedures outlined in Section 8.7D (filling

ratio positions). The employee at any time during or at the end of the four (4) week period may return to the employee's former department and/or store and will be assigned a seniority date that is in accordance with Section 8.4B.

8.10 In the event of a store closing, full-time (40 hour) employees in the closed store will be treated as laid-off employees in accordance with Section 8.12, paragraphs A., B., and C.

8.11 In the event of lay-off, all employees may exercise their seniority in the following manner:

- A. Employees may exercise their seniority on the basis of replacement of the least senior employee working in the same classification in the Company's geographical area.
- B. An employee who is displaced as a result of "A" above may have the opportunity to replace the least senior employee in the same classification in another of the Company's geographical areas closest to that employee's residence.
- C. An employee who is displaced as a result of "B" above may have the opportunity to displace the least senior employee in the same classification in the unit covered by this Agreement.
- D. An employee who is displaced as a result of "C" above will be considered to be on layoff status. Recall to work shall be in accordance with seniority, with the last employee laid off being the first to be recalled within the affected job classification.
- E. A part-time Clerk who is laid off, seniority permitting, may displace a Courtesy Clerk in the store in which he is working. Such employee shall receive the prevailing Courtesy Clerk rate of pay and be placed on the Courtesy Clerk seniority list in accordance with his part-time Clerk seniority date or his original Courtesy Clerk seniority date, whichever is earlier.
- F. All changes occurring due to paragraphs "A", "B", and "C", above shall be completed in a period of not more than two (2) weeks.

8.12 Department heads may exercise their seniority as described in section 8.12 "A", "B", "C", and "D", above with the exception:

Department Managers may not displace another Department Manager but may displace a full-time employee.

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

8.14 TRANSFERS: Transfers from one type of work to another or from one store to another will be made for justifiable reasons and will not be punitive or used for the purpose of discriminating against any employee.

When the Company opens a new store where there are additional full-time openings, employees working forty (40) hours a week, who have advised the Personnel Department or the Company in writing of their desire to transfer to a store nearer their home will be considered for such openings in accordance with seniority and availability.

Employees may request a transfer by indicating in writing their desire to relocate to another store. These written requests for a transfer must be sent to the Labor Relations/Human Resources Department prior to August 1st and February 1st of each year and that request will be valid for one (1) full calendar year from that time period and must include which store(s) the employee is requesting a transfer to. While placement on this list does not guarantee an employee will be granted a transfer, the Company will give consideration to those employees on the list before making their final decision. In a situation where more than one employee is qualified and assuming all things are equal, seniority will be the determining factor.

ARTICLE 9 UNIFORMS AND DRESS CODE:

9.1 Any uniforms or specific neckwear deemed necessary by the Company for its employees shall be furnished by the Company. Such uniforms shall be laundered by the employee and will be replaced as necessary, provided the employee turns in the worn uniform for a new uniform.

9.2 During excessively cold weather, reasonable wearing apparel may be worn.

9.3 Employees will be allowed to wear any light, solid colored dress shirt. Hairstyles will be neat and trimmed and subject to review and approval by the Store Manager.

Facial hair will be neat and trimmed and subject to review and approval by the Store Manager. The repeated starting and stopping of the growth of facial hair will not be tolerated. The Company reserves the right to restrict facial hair for employees working in any area in which the Health Department or other governing authority requires the wearing of beard nets.

Non-canvas athletic shoes may be worn by the employees. The color of the shoes shall be solid and neutral and conducive to good business practice and customer acceptance. The shoes are subject to review and approval by the Store Manager.

9.4 When the Company believes an employee is not conforming to a "subjective interpretation" of the Company's dress code (i.e. business like appearance, etc.) the employee's appearance will be reviewed by the Labor Relations/Human Resources Department and the Union Representative prior to discipline involving a suspension and/or discharge is administered.

ARTICLE 10 LEAVES OF ABSENCE:

10.1 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. Personal
- D. Care of Newborn or Adopted Child
- E. Union
- F. Management

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

10.2 **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.

10.3 **MEDICAL/MATERNITY LEAVE:** A leave of absence for reasons of extended personal illness, injury, or maternity 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.

10.4 Following compliance with the terms of 10.3 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.

10.5 **PERSONAL LEAVE:** A personal leave of absence may be granted to employees having one (1) or more years of continuous service subject to the written approval of the Company.

10.6 **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 twelve (12) 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 twelve (12) weeks from the date of birth or date of adoption. The Company may require verification of the parent relationship to the newborn or the adopted child.

10.7 **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 the employee's former employment with the Company, and the employee's seniority shall continue uninterrupted.

Employees duly elected to serve as a Vice President with Local Union No. 655, or appointed as a Shop Steward, shall upon giving proper notice, be granted an unpaid leave of absence to attend scheduled meetings or conferences. However, at the employee's request, when attending meetings of four (4) or less hours, the employee will have the daily work schedule adjusted without penalty to the employee.

10.8 **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.

10.9 **GENERAL PROVISIONS:** Except in cases of emergencies, a written request to the Personnel Department 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.

Seniority shall continue to accrue during leaves of absence.

ARTICLE 11 SICK DAYS:

11.1 Effective each January 1st employees who were paid one thousand eight hundred seventy-two (1872) 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 unused 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 Section 14.1.

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

ARTICLE 12 FUNERAL LEAVE:

12.1 In the event of the death of a parent, grandparent, grandchild, brother, sister, spouse, same sex domestic partner, son, daughter or present mother-in-law, present father-in-law, present brother-in-law, present sister-in-law, present step-father, present step-mother of an employee with six (6) months or more of service or other relative residing with the employee, the Company will grant a leave of absence from day of death until and including the day after the funeral/memorial service, not to exceed three (3) days with pay for scheduled working days, provided 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 13 JURY DUTY:

13.1 Employees with six (6) months or more of service who are subpoenaed and who report for jury service shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours' pay at the employee's regular straight time hourly rate of pay. Jury pay shall not exceed ten (10) working days per calendar year. When an employee is released for a day or the greater part of the day, the employee shall report to the store for work except that if a night work employee is required to be on jury duty more than four (4) hours in any one day, the employee shall not be expected to report for work that night providing the employee is scheduled to serve on jury duty the following day.

ARTICLE 14 SUNDAYS AND HOLIDAYS:

14.1 The following days shall be recognized as holidays and shall apply only to employees who have completed six (6) months of service: New Year's Day, Memorial Day, Fourth-of-July, Labor Day, Thanksgiving Day and Christmas Day, or on days legally celebrated in lieu thereof.

In addition to the above holidays, employees, who have attained full-time seniority status who have been employed for one (1) year or more shall be granted three (3) personal holidays subject to the same conditions set forth in this Article for other holidays. Employees who attain full-time 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 during December.....Zero (0) personal holidays

Part-time employees hired before July 30, 2014 who have been employed for one (1) year or more and average twenty-five (25) hours or more per week 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.

Effective January 1, 2020, part-time employees hired on or after July 30, 2014, who have been employed for two (2) years as of January 1, and average twenty-five (25) hours or more per week shall be granted one (1) personal holiday.

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.

Each January 1, eligibility for personal holidays shall be determined for that year based average hours paid in the prior calendar year or the continuation of full-time status. Personal holidays will be paid in accordance with Section 14.2.

Employees shall not be denied personal holidays because of absence from work because of an approved medical leave of absence.

14.2 Full-time 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

14.3 Employees must work the scheduled day before the holiday, the holiday (if scheduled to work) and the scheduled day after the holiday to qualify 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 10 or FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week.

14.4 During weeks in which holidays occur, full-time employees will be scheduled for a minimum of thirty-two (32) hours work in four (4) days, except for those full-time employees who are working ten (10) hour night shifts during a holiday week. These employees shall be scheduled a minimum of thirty (30) hours work in three (3) days. The holiday pay for these individuals shall be ten (10) hours. Weekly overtime will not be paid in a holiday week until after forty (40) hours of actual work.

14.5 Sunday work may be part of the basic work week.

Employees shall be paid a premium of One Dollar (\$1.00) per hour in addition to their regular straight time rate of pay for hours worked on holidays.

Work on Sundays and Holidays shall be on a voluntary and rotating basis among qualified employees in the seniority classifications needed. However, if not enough employees volunteer to work, then such work will be assigned to qualified employees on an inverse seniority basis.

A Sunday and Holiday volunteer list will be posted by seniority classification in each store in order to determine those employees who desire Sunday and Holiday work. Employees may add their names to the list at any time or delete their names from the Sunday and Holiday volunteer list at any time.

If an employee elects to delete their name from the volunteer list they will be passed over on that particular Sunday or Holiday until such time as they volunteer again. When said employee again places their name on the volunteer list then they will be placed on the bottom of the volunteer list and begin to work their way up through the rotation process.

Hours worked on Sundays and Holidays will apply toward the following:

1. Wage progression
2. Vacation hours
3. Holiday pay
4. Determination of seniority status
5. Funeral leave
6. Jury pay

When Sunday is part of the basic work week management will attempt whenever possible to make schedules with two (2) consecutive days off.

14.6 There shall be no work on Easter Sunday, Thanksgiving Day, Christmas Day and after 6:00 P.M. on Christmas Eve and 8:30 P.M. on New Year's Eve. Stores will be closed no later than 5:30 P.M. on Christmas Eve and 8:00 P.M. on New Year's Eve to allow employees to finish work by the appropriate time. Work after 6:00 P.M. on New Year's Eve shall be voluntary however, should an insufficient number of employees volunteer, the Company may assign employees to work after 6:00 P.M. by inverse seniority. Stores will open no earlier than 8:00 A.M. on New Year's Day. No employee will be required to work before 8:00 A.M. on New Year's Day. However, employees may work before 8:00 A.M. on New Year's Day on a voluntary basis. When Christmas Day falls on Sunday, there shall be no work on that day, pay and work for the following Monday will be in accordance with Section 14.6 above.

14.7 Employees shall be entitled to earned personal holidays due but not taken in the calendar year in which they terminate employment.

Any employee who is discharged for dishonesty, drunkenness or gross insubordination, or does not give at least two (2) weeks' notice shall forfeit all personal holiday rights.

ARTICLE 15 VACATIONS:

15.1 Employees shall be entitled to vacation in accordance with the following:

1. Earned vacation shall be taken between January 1 and December 31. Employees earn vacation in the year prior to that which it is taken.
2. 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 any time 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 any time during the following twelve (12) months.

Any employee who has completed seven (7) years of continuous employment as of January 1 is entitled to three (3) weeks of vacation with pay to be taken any time 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.

Any employee who has completed twenty (20) years of continuous employment as of January 1 is entitled to five (5) weeks of vacation with pay to be taken any time during the following twelve (12) months.

Part-time employees hired after January 1, 2002, shall be eligible for vacation in accordance with the above with a maximum of three (3) weeks of paid vacation. These employees will continue to earn time off, without pay, to be taken in full-week increments according to the schedule above.

- 3 Vacations cannot be carried over from year to year. They must be taken in the vacation period following the year in which they are earned.

4. 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 vacation must 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.

15.2 Vacations may be scheduled throughout the year, except for three (3) weeks per year during which no vacations may be taken. The Company shall determine by department which weeks to block and only those employees whose home department is blocked will be prohibited from taking vacation on the blocked weeks. The Company also retains the right to limit vacations for an additional three (3) weeks per year in which no more than five (5) employees per store may take vacations. The Company shall determine by store, the number of employees, by department (produce, grocery, checking, etc.), who may be away on vacation during weeks which are not blocked or limited, subject to the operational needs of the business.

The Company will notify the employees and the Union which weeks are to be blocked or limited in accordance with the above prior to the posting of the vacation schedule each year.

Vacation schedules shall be posted by December 1st and vacations selected by January 15th of each year. The completed vacation schedule shall be posted by February 15th of each year. Vacations shall be selected by date of hire.

Employees who fail to select vacations by January 15th will be placed at the bottom of the list for the purpose of vacation selection.

Employees may schedule themselves (in accordance with the scheduling procedure set forth above) to be paid in lieu of taking vacation in accordance with the following:

Employees may request, two (2) weeks in advance, to be paid for unscheduled vacation throughout the year in accordance with the following:

Employees with three (3) or more weeks of vacation – up to two (2) weeks will be paid.

15.3 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 anniversary year preceding the vacation, or the twelve month period commencing January 1st to December 31st in the year prior to taking vacation. 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 except as outlined in Section 7.2H of this Agreement.

15.4 The Company must notify the Union within sixty (60) days after the effective date of this Agreement as to the method used to determine vacation and must at all times stay with this choice during the life of this Agreement.

Employees will be allowed to use two (2) weeks of their vacation, one (1) day at a time, for sickness or other personal reasons. 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 in Article 14, Section 14.1 will apply.

Unused vacation from the prior calendar year, up to one (1) week, will be paid no later than January 31st of each year.

15.5 Leaves of absence for illness and/or injury of ninety (90) days or less in any consecutive twelve (12) month period 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 from 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 one hundred eighty (180)] days, the above formula shall apply.

15.6 If a holiday, as enumerated in Article 13 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 pay.

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

15.8 Any employee who is laid off or quits after the employee's anniversary date shall be entitled to earned vacation due, but not taken. In addition, any employee with three (3) years of service shall be entitled to pro-rata vacation pay based on one-twelfth (1/12) for each full month worked past January 1 of that year. Any employee who is discharged for dishonesty, drunkenness or gross insubordination or does not give at least two (2) weeks' notice shall forfeit all vacation rights.

ARTICLE 16 HEALTH AND WELFARE:

16.1 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) per hour.

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

Effective January 1, 2022, for hours paid in December, 2021, and for all subsequent periods during the term of this Agreement, the Company will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits (including any agreed upon retroactive rate that applies to the hours paid in December, 2021 and thereafter).

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.

16.2 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.

16.3 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, 2019, 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
Employee Only	\$27.75	\$32.50	\$17.25	\$22.00	\$11.50	\$16.25	\$2.00	\$6.00
Employee + Child(ren)	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	\$5.00	\$9.00
Employee + 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, 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
Employee Only	\$27.75	\$32.50	\$18.25	\$23.00	\$12.50	\$17.25	\$5.00	\$10.00
Employee + Child(ren)	\$32.50	\$37.00	\$23.00	\$27.75	\$17.25	\$22.00	\$10.00	\$15.00
Employee + Spouse*	\$32.50	\$37.00	\$23.00	\$27.75	\$17.25	\$22.00	\$10.00	\$15.00
Family*	\$37.00	\$41.75	\$27.75	\$32.25	\$22.00	\$26.50	\$15.00	\$20.00

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
Employee Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
Employee + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Employee + 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
Employee Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
Employee + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Employee + 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 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.

16.4 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, 2019. The Company's obligation begins with hours worked on and after June 1, 2020.

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 a known full time employee will begin with the first hour worked.

16.5 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.

16.6 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 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.

16.7 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 17 PENSION:

17.1 Subject to the terms of this Article, the Company 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.

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.

17.2 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.

17.3 The Company shall not be required to make contributions on behalf of all associates 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 Company's obligation begins with hours worked on and after July 1, 2020.

17.4 Said Pension Fund shall be used to provide retirement benefits for eligible employees of the Employer 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 on in respect of said Plan or Trust or any income therefrom, shall be paid out of the Pension Fund.

17.5 Said Pension Plan and the Trust Agreement establishing the Pension Funds shall be submitted to the United States Treasury Department and the United States

Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C., Section 401, et Seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

17.6 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 paragraph 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.

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

17.8 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 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.

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

ARTICLE 18 TECHNOLOGICAL CHANGE:

18.1 The parties recognize that automated equipment and technology is now available for the retail food industry. The Company recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Company has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

18.2 In the event the Company introduces major technological changes which would have direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

With regard to any technological changes implemented by the Company during the life of this agreement, the parties agree to meet and to bargain over the effects of such a decision upon employees. Both parties are obligated to bargain in good faith in an effort to reach an agreement on the effects of the Company's decision upon the employees.

In addition, the Company agrees:

- A. Any retraining necessary will be furnished by the Company at no expense to the employees.
- B. Where retraining is not applicable, the Company will make every effort to effect a reassignment to another job classification or transfer to another store. Should the employee not be retrained or reassigned to another job classification, and is reduced in hours or laid off, such employee shall be able to exercise the employee's seniority in accordance with Article 8.
- C. In the event an employee is not retrained, reassigned to another job classification, or does not exercise seniority, and is permanently displaced as a direct result of major technological changes above, the employee will be eligible for severance pay in accordance with the following provisions:
 - 1. All employees, excluding Courtesy Clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks' pay will be paid on a weekly basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hour's straight-time pay.
 - 2. An employee shall be disqualified for severance pay in the event the employee:
 - a. Refuses retraining.
 - b. Refuses a transfer within a radius of thirty (30) miles.
 - c. Voluntarily terminates employment.

ARTICLE 19 STORE CLOSING:

19.1 In the event the Company closes or sells a store and employees are terminated as a result thereof, pay equal to one week of pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees averaging twenty-five (25) hours or more per week and the fifth (5th) year for employees averaging less than twenty-five (25) hours per week up to, but not to exceed eight (8) weeks of 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 of pay.
- 3-6 months equals fifty (50%) percent of a week of pay.
- 6-9 months equals seventy-five (75%) percent of a week of pay.
- Over 9 months equals one (1) week of 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.

For employees who were on an approved leave of absence during the fifty-two (52) weeks preceding a voluntary layoff or termination, severance pay shall be computed based on average hours per week for the weeks actually worked.

19.2 The Company shall continue contributions to the Pension and Health and Welfare Trust Fund for three (3) full months following termination for those employees who receive severance pay. This does not apply to those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Fund who makes a payment on their behalf for the first three (3) full months.

19.3 Employees who are eligible for severance pay shall be entitled to holiday pay for calendar holidays that fall within thirty (30) days after their termination.

All employees who are terminated as a result of store closing shall receive pay for earned personal holidays and earned and pro-rata vacation in accordance with the provisions of Article 14, Section 2.

19.4 All monies due employees shall be paid within two (2) weeks of the termination date.

19.5 An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits their seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period if they have not been recalled, they will be paid severance pay and forfeit their seniority. Any extension of this ninety (90) day period must be agreed in writing and signed by the employee, a representative of the Union, and the Company. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

19.6 If an employee is offered a transfer within thirty (30) miles of the store in which the employee was last working, and the job is comparable (similar type of work and similar number of hours worked per week) and the employee refuses to accept the transfer, the employee shall forfeit all rights to severance pay, holiday pay and Pension and Health and Welfare contributions.

19.7 If a store is sold and the 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 19.1 of this Article shall not apply. Comparable is defined as:

- A. Similar type of work (i.e., within the same seniority classification).
- B. Similar number of hours (i.e., an employee's 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 52 weeks for the former Company).
- C. Rate of pay is not less than one (1) bracket below their current rate of pay.

19.8 The Company agrees to give to the employee and the Union three (3) weeks' notice in advance of a store 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) weeks' notice shall result in the payment of three (3) weeks' pay to the employees terminated as a result of the store closing.

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

19.10 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate for the contract covering the area to which they are transferred, whichever is greater.

Department Managers who are displaced as a result of store closing shall maintain their present rate of pay for a period of ninety (90) days and thereafter will be placed on the appropriate contract rate.

ARTICLE 20 SEPARABILITY:

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 21 SUBSTANCE ABUSE:

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.

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.

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.

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 an urinalysis test for drugs as a routine part of the investigation of the circumstances present at the time of an "on-the-job accident" which results in medical treatment away from the store. A drug and alcohol screen will be required of all employees involved in or contributing to the incident giving rise to the injury.

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 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.

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

If an employee is tested because they were injured "on the job" and the tests prove positive for drugs or alcohol, the employee will be placed on a leave of absence and/or 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 to a follow-up drug and/or alcohol screen prior to returning to work. Should the results 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.

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

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

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.

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.

ARTICLE 22 TERM OF CONTRACT:

22.1 THIS AGREEMENT shall continue in full force and effect from September 29, 2019, through September 24, 2022, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

It is further provided that any improvements, changes or amendments, unless otherwise provided for in the new Agreement, shall become effective on the day following the expiration date of the old Agreement provided there has not been a work stoppage.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers.

FOR THE UNION:

UNITED FOOD & COMMERCIAL
UNION LOCAL NO. 655

BY

DATE

1/21/20

BY

Laura Kelley

DATE

1/21/2020

FOR THE COMPANY:

STRAUBS MARKETS, INC.

BY

DATE

1/22/20

BY

DATE

SCHEDULE "A" WAGES

A. Clerks presently employed who have been in the employ of the Company for the following designated periods of time shall receive these minimum wages during the life of this Agreement.

Department Managers and clerks at the thereafter rate or higher for their classification as of December 4, 2019, that averaged thirty-five hours per week or above (for weeks actually worked for 2019 [February 24, 2019 through October 26, 2019], 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 February 13, 2020.

DEPARTMENT HEADS:

<u>Effective:</u>	<u>03/24/19</u>	<u>05/24/20</u>	<u>05/23/21</u>	<u>05/22/22</u>
Grocery Manager	\$21.20	21.45	21.80	22.25
Produce Manager	\$21.11	21.36	21.71	22.16
Bakery Manager	\$17.40	17.65	18.00	18.45

Department Managers at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective May 24, 2020, a thirty-five cent (35¢) increase effective May 23, 2021 and a forty-five (45¢) increase effective May 22, 2022.

All stores will have a Grocery Manager and a Produce Manager. All stores will have a Bakery Manager provided the department normally schedules one hundred and thirty (130) hours or more per week.

B. At the Company's option, and with the employee's consent, an employee may be appointed to a salaried position in addition or in lieu of the above-mentioned Grocery Manager classification. The Grocery Manager's salary shall be:

<u>Effective:</u>	<u>03/24/19</u>	<u>05/24/20</u>	<u>05/23/21</u>	<u>05/22/22</u>
Weekly Salary	945.00	956.00	972.00	992.00
Sunday	276.50	279.75	284.25	290.25
Sunday (½ day)	138.25	139.75	142.25	145.00

C. Clerks

Full-time employees

Effective:	<u>03/24/19</u>	<u>05/24/20</u>	<u>05/23/21</u>	<u>05/22/22</u>
1st 520 hours	12.00			
Next 520 hours	12.50	12.50	12.75	
Next 520 hours	13.00	13.00	13.00	13.00
Next 520 hours	13.50	13.50	13.50	13.50
Next 520 hours	14.00	14.00	14.00	14.00
Next 520 hours	14.50	14.50	14.50	14.50
Next 520 hours	15.00	15.00	15.00	15.00
Next 520 hours	15.55	15.55	15.55	15.55
Next 520 hours	15.75	15.75	15.75	15.75
Thereafter/Next 1040 hours	16.05	16.05	16.05	16.05
Thereafter/Next 1040 hours		16.30	16.30	16.30
Thereafter/Next 1040 hours			16.65	16.65

Full-time clerks at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective May 24, 2020, a thirty-five cent (35¢) increase effective May 23, 2021 and a forty-five (45¢) increase effective May 22, 2022.

Part-time Employees

Effective:	<u>03/24/19</u>	<u>05/24/20</u>	<u>05/23/21</u>	<u>05/22/22</u>
1st 260 hours	9.00			
Next 260 hours	9.25			
Next 520 hours	9.50	9.60		
Next 520 hours	9.75	9.75		
Next 1040 hours	10.00	10.00		
Next 1040 hours	10.25	10.25	10.45	
Next 1040 hours	10.50	10.50		
Next 1040 hours	10.75	10.75	10.75	
Next 1040 hours	11.00	11.00		
Next 1040 hours	11.20	11.20	11.20	11.30
Thereafter/Next 1040 hours	11.50	11.50	11.50	11.50
Thereafter/Next 1040 hours		11.75	11.75	11.75
Thereafter/Next 1040 hours			12.10	12.10
Thereafter				12.55

Part-time clerks at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective May 24, 2020, a thirty-five cent (35¢) increase effective May 23, 2021 and a forty-five (45¢) increase effective May 22, 2022.

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

E. When an employee relieves a Grocery or Produce Department Manager for a period of three (3) days or longer of the manager's five (5) day schedule, the employee shall be paid the Department Manager's rate of pay for those days.

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

G. Utility Clerks

Wages:

Effective:	<u>03/24/19</u>	<u>05/24/20</u>	<u>05/23/21</u>	<u>05/22/22</u>
1st 520 hours	9.00			
Next 520 hours	9.25			
Next 520 hours	9.50	9.50		
Next 520 hours	9.75	9.75		
Thereafter/Next 1040 hours	10.00	10.00		
Thereafter/Next 1040 hours	10.20	10.20	10.45	
Thereafter/Next 1040 hours	10.50	10.50	10.60	
Thereafter/Next 1040 hours		10.75	10.75	
Thereafter/Next 1040 hours			11.10	11.30
Thereafter				11.55

Utility clerks at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective May 24, 2020, a thirty-five cent (35¢) increase effective May 23, 2021 and a forty-five (45¢) increase effective May 22, 2022.

H. The Utility Clerk classification is defined as covering employees employed in retail stores whose duties are confined to sweeping, mopping, cleaning, dish washing, dish washer operation and other general maintenance and handling salvage, carrying customers' purchases, handling bas-carts, parcel pick-up, sweeping and mopping store, taking out trash, cleaning, and returning merchandise left in the check stands to the shelves and any other duties currently performed

I. A Separate seniority list will be maintained for employees in the Utility Clerk classification.

J. Designated Assistant Department Managers may be appointed in accordance with one (1) Designated Assistant Department Managers for every forty (40) bargaining unit employees or portion thereof. For example:

Number of Bargaining Unit		Number of Designated Assistant
<u>Employees</u>		<u>Department Managers</u>
0 – 39		0
40 – 79		1
80 – 119		2
120 – 159		3
160 – 199		4
etc.		etc.

The Company may assign these Assistant Department Managers based on the operational needs of the business.

Designated Assistant Department Managers will be paid fifteen cents (15¢) per hour over their base rate of pay.

LETTER OF UNDERSTANDING – STRAUB'S

1. Regarding Section 14.5, employees who work on Sundays shall be paid time and one-half (1-1/2) their straight time hourly rate of pay except that employees hired after July 7, 1985 and before September 10, 2000 shall be paid a premium of One Dollar (\$1.00) per hour in addition to their regular straight time hourly rate of pay for hours worked on Sunday.

Employees hired prior to September 5, 1988 who work on holidays shall be paid time and one-half (1-1/2) their straight time hourly rate of pay.

Work on Sundays and Holidays shall be on a voluntary and rotating basis among qualified employees in the seniority classifications needed except for those employees hired before May 8, 1982.

2. Regarding Section 15.1, employees hired prior to August 28, 1997, shall be entitled to vacation in accordance with the following:

All employees who have been in the continuous employment of the Company for one (1) year or more shall be granted one (1) week of vacation pay.

All employees who have been in the continuous employment of the Company for three (3) years or more shall be granted two (2) weeks of vacation pay.

All employees who have been in the continuous employment of the Company for seven (7) years or more shall be granted three (3) weeks of vacation pay.

All employees who have been in the continuous employment of the Company for fifteen (15) years or more shall be granted four (4) weeks of vacation pay.

All employees who have been in the continuous employment of the Company for twenty (20) years or more shall be granted five (5) weeks of vacation pay.

3. At the Company's option, the Company may schedule three (3) nine (9) hour shifts which would be included in the regular forty (40) hour schedule at straight time.

FOR THE UNION:

UNITED FOOD & COMMERCIAL
UNION LOCAL NO. 655

BY

BY

DATE

FOR THE COMPANY:

STRAUBS MARKETS, INC.

BY

BY

DATE

LETTER OF UNDERSTANDING

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 17 – Pensions and under Article 16 – 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:

- a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The 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:

- 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 Company 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 Company 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 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:

- a. An employee requests vacation pay for time to be taken off the following week. The Company 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 Company 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 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).