

RECOMMENDED TENTATIVE AGREEMENT

Between

MIDTOWNE MARKET

And

UNITED FOOD AND COMMERCIAL WORKERS

LOCAL NO. 655

~~August 15, 2021~~

September 25, 2022

THROUGH

~~September 24, 2022~~

September 27, 2025

AGREEMENT

This Agreement, made and entered into as of the ~~15th~~**25th** day of ~~August~~ **September**, ~~2021~~**2022**, by and between UNITED FOOD & COMMERCIAL WORKERS LOCAL 655, hereinafter referred to as the “Union”, and “Midtowne Market”, hereinafter referred to as “Employer”.

ARTICLE 1 ~~RECOGNITION~~**JURISDICTION**

1.1 The Employer agrees to and does hereby recognize the Union as the sole and exclusive bargaining agent for all of the Employer’s employees employed at retail stores located within the current geographical jurisdiction as defined in the By-Laws of the United Food and Commercial Workers Union, Local 655, chartered by the United Food and Commercial Worker International Union, except meat department employees, those persons set forth in Section 1.2 below, business office clerical employees, guards and supervisors as defined by the National Labor Relations Act.

1.2 Two supervisors shall be permitted to perform all duties in and about the store without limitation. The supervisors in question should be identified to the Union in writing upon ratification. Should either supervisor be replaced, the new name and title are to be sent to the union within two (2) weeks of said change.

1.3 There shall be no restriction on outside salespersons stocking bakery products, dairy products, soft drinks, cookies, and snacks. In addition, there shall be no restriction on rack jobbers stocking their products (including, but not limited to, spices). **(FOMRERLY 14.3)**

ARTICLE 2 UNION SECURITY ~~CLAUSE~~

2.1 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing payment of the periodic dues of the Union; and the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union, and to the further effect that Union membership was available to such person on the terms and conditions generally available to other members, to forthwith discharge such person.

2.2 If any Article or Section of the contract or of any riders thereto should be held invalid by operation of law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement with or enforcement of has been restrained shall not be affected thereby.

2.3 The Employer agrees to deduct from the pay of all employees covered by this Agreement all dues and initiation fees when lawful, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is presented to the Employer.

The Employer shall deduct such authorized dues and initiation fees on a weekly basis and remit same to the Union by the fifth (5th) day of the following month.

In the event no wages are due the employee, or are insufficient to cover the required deductions, the deduction shall be made from the next wages of adequate amount. Such deduction shall be submitted to the Union with the next regular dues remittance. In the event an employee is on lay-off or leave of absence of more than one (1) month, such employee shall make arrangements with the Union to pay the required dues.

2.4 Once each month the Employer will submit to the Union a list of employees hired the previous month. The list will include the employees name, Social Security number, phone number (home and cell), **home address**, store code, job code, and date of hire. **Additionally, a list of all employees that have been terminated during the previous month will be sent to the Union.**

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

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

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

2.8 The Employer and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, disability, genetic information, sex, sexual orientation, **gender expression**, gender identity or age 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.~~

2.9 The Employer 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.

2.10 The Employer 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 Employer.

2.11 The Union shall have the right to designate a Union Steward for each store who shall have top ranking seniority (during the term of their office), irrespective of actual length of service, in case of layoffs.

The Union may appoint, where necessary, an assistant steward with the understanding that only the steward will have the top ranking seniority status.

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.

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

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

2.14 The Company agrees to furnish a bulletin board in each 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 Department prior to being posted.

2.15 During the term of this agreement, the Employer 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 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 Employer. All provisions of the collective bargaining agreement shall apply. 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 Employer. New stores and stores that are undergoing a remodel will not participate in this program. Employees who participate in this program will not wear Employer apparel while working in this capacity, nor will any employee who participates in this program use this program to work at organizing an Employer affiliated store or facility.

ARTICLE ~~18~~3 MANAGEMENT'S RIGHTS **(FORMERLY ARTICLE 18)**

~~18.1~~**3.1** The management of the business of the Employer shall vest exclusively in the Employer and shall include the right to hire or transfer, suspend, or discharge for cause, and the right to direct, plan and maintain full control of all its operations and services, and the right to effect any innovations or improvements in its business methods, materials or equipment, and shall include the right to alter, rearrange or change, extend, limit or curtail its operation within the

company or any part thereof, to decide upon the number of employees that may be assigned to work on any shift or the equipment to be used, to institute work rules, or to shut down completely, when it may deem it advisable to do all or any of said things, provided that in no instance will these prerogatives of management be used for the purpose of discriminating against any employee because of Union membership or activity or in violation of the terms of this Agreement. This paragraph is subject to the grievance procedure.

The Employer will fax new work rules to the Union one week prior to implementation.

ARTICLE 11.4 GRIEVANCE PROCEDURE AND ARBITRATION (FORMERLY ART. 11)

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

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

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

11.4.2 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.

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

of this Agreement. The parties request 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.

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

114.5 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.

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

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

114.8 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 65 UNAUTHORIZED ACTIVITIES

65.1 It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union is unable to control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there should be a work stoppage and just as soon as practical address a letter to the Employer notifying the Employer that the action of the Union members or agents is unauthorized.

65.2 The Employer may discipline or discharge employees that participate in unauthorized activities without violation of the terms of this Agreement.

65.3 (a) There shall be no stoppage of work, strike or lockout of any nature or for any cause whatsoever during the term of this agreement.

(b) 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 and Commercial Workers International Union, shall not constitute a violation of this Agreement.

ARTICLE 36 ~~WORK WEEK AND STARTING TIME~~ HOURS AND WORKING
CONDITIONS **(FORMERLY ARTICLE 6)**

36.1 The maximum work week for all employees covered by this Agreement payable on straight time basis shall be forty (40) hours.

36.2 All time worked in excess of forty (40) hours per week or eight and a half (8 ½) hours in a day shall be paid at the rate of time and one-half (1-1/2) the employees' regular rate of pay. There shall be no pyramiding of overtime or premium pay.

36.3 All work performed on Sunday shall be compensated at the premium rate of one dollar and fifty cents (\$1.50) in addition to the employee's rate for employees hired before February 1, 1992; one dollar (\$1.00) in addition to the employee's rate for employees hired on/or after February 1, 1992 and before October 1, 2009. Sunday shall be part of the work week.

Sunday work is not overtime for the purposes of Section 3.4 unless over forty (40) hours in a week for the affected employee. Sunday work is voluntary; however, if an insufficient number of employees volunteer, then qualified employees may be required to work by inverse order of seniority. Hours worked on Sunday will apply toward wage progression, seniority, vacation, health and welfare, and holiday hours. There shall be a Sunday sign-up sheet posted monthly. Sunday work will rotate among all qualified employees subject to the second sentence of this section.

6.4 All employees working between 11:00 p.m. and 5:00 a.m. shall receive fifty (50¢) cents above their regular rate during said period. **(FORMERLY A-3.1)**

36.5 Daily overtime shall be offered to all employees 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. Department heads may be scheduled overtime without regard to the provisions of this section.

36.6 All employees working shifts of six (6) or more hours per day will be allowed a paid uninterrupted rest period of fifteen (15) minutes for each one-half (½) shift worked, not to exceed two (2) rest periods per day. Employees working four (4) hour shifts but less than six (6) hour shifts per day shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period per day. Rest periods shall not be required until the employee has been on duty at least two (2) hours.

36.7 Where time clocks are available, all employees covered by this Agreement shall record in person the exact number of hours worked. The Employer 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.

36.8 Employees are to be at their work stations ready and dressed for work at their scheduled starting time and are to remain at their work stations until the scheduled quitting time. In order to be at their work station at starting and quitting times, and to comply with the wage and hour regulations, all employees are required to clock in for work no more than seven (7) minutes before their scheduled starting time and clock out within seven (7) minutes after their scheduled quitting time.

36.9 Employees will be paid to the nearest fifteen (15) minutes by the rounding off method:

0 – 7 minutes worked	0 minutes pay
8 – 22 minutes worked	15 minutes pay
23 – 37 minutes worked	30 minutes pay
38 – 52 minutes worked	45 minutes pay
53 – 67 minutes worked	1 hour of pay

36.10 Falsification of payroll records shall be cause for dismissal.

36.11 Employees called in shall be given the opportunity to work four (4) hours.

36.12 There shall be no split shift except at the employee's request.

36.13 Time spent at compulsory meetings called by the Employer shall be compensated at the employee's regular rate of pay.

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

36.15 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 health and welfare, vacation pay, holiday pay, wage progression and seniority.

36.16 Employees must notify the Employer of their nonbinding schedule preference by 4:00 p.m. Wednesday. The Employer must post the schedule by 4:00 p.m. Friday. Claims for schedule adjustments must be made by 4:00 p.m. Saturday. The Employer will assign the weekly schedule with the most straight time hours in accordance with seniority, availability, job classification, qualifications and ability to perform the work.

Based on the operational needs of the business and all things being equal, the Company agrees to give full regard to seniority when scheduling more desirable shifts. 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.

36.17 Employees will have at least eight (8) hours between work shifts.

~~14.16.18~~ All new employees may be required to submit to a complete physical examination before they will be allowed to begin work. **(FORMERLY 14.1)**

ARTICLE 7 SENIORITY

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

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

- (a) Voluntary resignation.
- (b) Discharge for just cause subject to the grievance and arbitration procedure.
- (c) Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail, by the employer to the employee's last known address on Employer'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 Employer for a period of six (6) months.
- (f) Retirement.
- (g) Failure to call in on a scheduled work day.

7.3 (a) A full-time hourly employee is one who works forty (40) hours or more each week. If a part-time employee works an average of forty (40) hours for twelve (12) consecutive weeks, the employee will be reclassified as full-time with his full-time date being the Monday of the week following this twelve (12) week period of time. This will not apply to employees working summers who are restricted when they can work.

(b) A part-time hourly employee is one who is regularly scheduled and works less than forty (40) hours each week.

(c) If a full-time employee works an average of less than thirty-four (34) hours for twelve (12) consecutive weeks, he will be reclassified to part-time on the Monday of the week following this twelve (12) week period of time.

(d) Employees will have their seniority start from their employment date and both full-time and part-time status will count.

(e) A temporary employee is an employee who has not successfully completed his probationary period or is hired as such. A permanent employee is one who has successfully completed his probationary period.

7.4 Full-time positions shall be filled in order of seniority among those regular employees who have submitted a request in writing to the Store Manager, provided the employee has demonstrated work habits and the ability to fill the open position. Such requests must be submitted prior to February 1 and August 1 of each year for each succeeding six (6) month period.

7.5 Seniority shall prevail in the Employer's store with reference to layoffs and recall, provided, however, that in the exercise of seniority, employees must be qualified in the discretion of the Employer to perform the job or jobs in question, subject to the grievance procedure. The Employer shall schedule higher senior employees within the part-time/full-time job description for greater or equal number of hours within the weekly schedule subject to the employee's ability to do the work available.

7.6 Employees who at any time have voluntarily limited their availability for work may thereafter claim additional available hours pursuant to Section 7.5 above, but may not claim previously scheduled hours of another employee until a vacancy occurs or additional hours become available. The employee shall notify the Employer in writing of their intent to claim additional hours when their availability is again unlimited.

7.7 Seniority accrued while working for Konor, INC. will be recognized by Midtowne Markets L.L.C.

~~ARTICLE 8 WAGES — (REMOVED)~~

~~8.1 Wages shall be paid pursuant to the job classifications and wage rates set forth in Exhibit "A" and "B" attached hereto and made a part hereof.~~

ARTICLE-98 UNIFORMS AND DRESS CODE

98.1 Any uniforms or specific neckwear deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer without charge. Where Dacron or similar type uniforms are furnished to employees, 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.

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

98.3 Employees will be allowed to wear any light, solid colored dress shirt. Hair styles of employees not conforming to the Employer's dress code will be reviewed by the supervisor and the Union Representative before any suspension or discharge of employee.

ARTICLE 19 SUBSTANCE ABUSE (FORMERLY ARTICLE 19)

19.19.1 The Employer and the Union recognize the seriousness of substance abuse in our society 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.

19.29.2 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.

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

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

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

19.69.6 Any test performed under this Article shall be performed at a doctor's office, clinic or hospital at the Employer's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site. Furthermore, the Employer agrees that the testing lab(s) selected shall be certified by the Department of Health and Human Services (DHHS) and will meet any future governmental guidelines that may be developed for the purpose of controlling laboratories involved in alcohol and drug screen testing. Testing facilities used by the Employer follow the DHHS chain of custody requirements.

19.79.7 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.

19.89.8 If an employee is tested for any reason and the tests prove positive for drugs or alcohol, the employee will be subject to discipline up to and including discharge.

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

Should the employee not be discharged the employee will be given the opportunity to be referred to the Employee Assistance Program (EAP), if any, provided under the Health and Welfare Program. If the employee refuses participation the employee will be discharged.

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 this collective bargaining agreement. Cost of any rehabilitation program shall be the responsibility of the employee or if applicable, the Health and Welfare Program.

19.99.9 It shall be a condition of continued employment for an employee 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 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 year after returning to work. In the event the random test proves positive for drugs or alcohol, the employee will be discharged.

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

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

~~19.12~~19.12 In the event any tests results do not establish that the employee tested positive for alcohol or drugs, then the Employer shall expunge from its records all references to the testing.

~~19.13~~19.13 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 for an employee in regards to this article.

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. Union
- E. Management
- F. Family Leave

They shall be for a specified length of time and without pay. Seniority shall accrue during A. Military and B. Medical/Maternity leaves of absence.

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.

- (a) Employees who are members of a National Guard Unit and are required to attend two (2) weeks training will be granted a leave of absence for this purpose. The employee may, at his option, elect to take this time as his vacation or take his vacation time at another time.

10.3 **MEDICAL/MATERNITY LEAVE:** A leave of absence for reason 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 associate 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 Employer 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 six (6) months or more of continuous service subject to the written approval of the Employer. Seniority shall not accrue during a personal leave of absence.

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

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

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

10.8 FAMILY LEAVE: Family leave shall be granted in accordance with the applicable law.

10.9 GENERAL PROVISIONS: Except in cases of emergencies, a written request to the Employer 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 Employer if they are unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure.

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

ARTICLE 1311 FUNERAL PAY

~~13.1~~**11.1** In the event of a death in the immediate family of an employee with six (6) months of service (father, mother, spouse, child, grandchild, grandparents, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, father-in-law or mother-in-law; in the case of in-laws this only applies to present in-laws), or other relative residing with the employee, the employee will be entitled to up to a maximum of three (3) scheduled working days off with pay starting with the day of the funeral/memorial service and working back. This benefit is to provide for loss of wages that normally would not have been lost without the death. In the case of grandparents of

the employee's spouse, the employee will be entitled to one (1) working day off with pay, that day being the date of the funeral/memorial service.

In the event the State an employee resides in legally recognizes the marriage of same sex partners, they will be considered equivalent to spouses for purposes relative to funeral leave.

~~13.2~~**11.2** Time paid under this benefit will not be calculated as hours worked for the purpose of paying overtime premiums.

ARTICLE ~~12~~**12** JURY DUTY

~~12~~ **12.1** Employees with six (6) months of service and averaging twenty-five (25) hours or more per week will be reimbursed the difference between their full pay and that received as a juror for up to ten (10) working days per calendar year.

~~12~~**12.2** An employee excused from jury duty and who can work two (2) hours or more of his regular shift that day is expected to do so. This benefit does not apply if the employee volunteers for jury duty.

~~12~~**12.3** Time paid under this benefit will not be calculated as hours worked for the purpose of paying overtime premiums.

ARTICLE 13 HOLIDAYS **(FORMERLY ARTICLE 4)**

13.1 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	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas

13.2 Personal holidays as follows:

All employees receive one (1) Personal Holiday after one (1) year of employment.

Employees who average twenty-five (25) hours or more per week shall receive:

- A second (2nd) personal holiday after working one year with the Employer.
- A third (3rd) personal holiday on their fourth (4th) anniversary date of working with the Employer.
- A fourth (4th) personal holiday after their fifteenth (15th) anniversary date of working with the Employer.
- A fifth (5th) personal holiday after their twentieth (20th) anniversary of working with the Employer.

13.3 ~~All eligible employees shall receive holiday pay on a pro-rated basis based on the average hours worked during the preceding four (4) week period in accordance with the following schedule:~~

~~Under 16 hours..... 4 hours pay
16 through 24 hours..... 6 hours pay
25 through 40 hours..... 8 hours pay~~

~~Employees hired after September 10, 2015 holiday pay will be as follows:~~ Full-time employees shall be paid eight (8) hours holiday pay. 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

13.4 If an employee is absent on the scheduled working day before, the holiday (if scheduled to work), or the scheduled working day after a holiday due to proven illness or absence approved in advance by the Employer, they shall receive the holiday pay provided they work any part of the holiday week.

13.5 If a holiday falls in a week in which an employee has scheduled a vacation period, the employee shall be paid an additional day's pay, or receive an extra day off in addition to the vacation pay.

13.6 ~~Employees that work on a holiday shall be compensated at the rate of time and one half (1 1/2) the employee's regular rate of pay for each hour worked in addition to holiday pay.~~ All work performed on holidays ~~by any employees hired after August 1, 1993~~ will be compensated at one dollar (\$1.00) in addition to employee's regular rate of pay.

13.7 There shall be no work 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. to allow employees to finish work by 6:00 p.m. on Christmas Eve and no later than 8:00 p.m. to allow employees to finish work by 8:30 p.m. on New Year's Eve. Stores will be closed on Easter Sunday, Thanksgiving Day and Christmas Day.

ARTICLE 14 VACATION

14.1 Earned vacations shall be taken between January 1 and December 31. 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. Vacations will be bid by department. After this period, vacations not bid will be scheduled on a first-come, first-serve basis.

14.2 Due to the heavy volume of business that occurs during holiday weeks, we prefer that employees do not request vacation time during holiday weeks. However, the Employer will consider such requests and if a vacation is granted during a holiday week, the employee will be entitled to an additional day off with pay. The employee shall notify the employer, in writing, at least two (2) weeks prior to selecting the additional day off.

14.3 Employees earn vacation in the year prior to that in which it is taken.

14.4 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 vacation with pay at the then hourly rate 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' vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Any employee who has completed eight (8) years of continuous employment as of January 1 is entitled to three (3) weeks' vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

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

14.5 Vacation pay will be based on the employee's average weekly hours worked during the preceding calendar year at the rate of pay in effect at the time of vacation.

14.6 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.

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

14.7 Employees who have completed their probationary period with less than one (1) year of continuous service on January 1 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

14.8 Employees that are scheduled for a vacation may request and receive vacation pay prior to going on vacation if ten (10) days notice is given prior to going on vacation.

14.9 When an employee retires, he shall receive credit for each month he actually worked in that current year.

14.10 If an employee is absent from work for more than ninety (90) calendar days in any one (1) calendar year, for any reason, the amount of vacation earned shall be reduced by one fourth (1/4). Employees who are absent for more than one hundred eighty (180) calendar days for any reason will reduce their vacation pay by one-half (1/2). Employees who are absent for more than two hundred seventy (270) calendar days shall disqualify themselves for vacation.

14.11 In the event the employee leaves the employ of the Employer, the employee will be entitled to payment for benefits earned by him prior to January 1, but not taken by the date of separation. If an employee leaves the employ of the Employer on or after January 1, he is entitled to a pro-ration of benefits for that current vacation year.

14.12 Vacation time will be scheduled at a time mutually agreeable to the employee and the Employer. The Employer will not unreasonably refuse a requested vacation period.

14.13 Employees may take vacation days one day at a time. Vacation days so taken may not be used to excuse unauthorized absences or tardies.

ARTICLE 815 WAGES

815.1 Wages shall be paid pursuant to the job classifications and wage rates set forth in Exhibit "A" and "B" attached hereto and made a part hereof.

~~**ARTICLE 14 — MISCELLANEOUS PROVISIONS (REMOVED ARTICLE AND MOVED THROUGHOUT CONTRACT)**~~

~~**14.1 — All new employees may be required to submit to a complete physical examination before they will be allowed to begin work.**~~

~~14.2 In the event new job classifications are established during the term of this Agreement, then the Employer and the Union shall evaluate said new job or jobs and negotiate a proper rate therefore.~~

~~14.3 There shall be no restriction on outside salespersons stocking bakery products, dairy products, soft drinks, cookies, and snacks. In addition, there shall be no restriction on rack jobbers stocking their products (including, but not limited to, spices).~~

~~14.4 The Employer has established a 401(K) plan for the employees and will contribute a matched contribution for each employee at the ratio of seventy five cents (75¢) for each one dollar (\$1.00) contributed by said employee up to a maximum contribution by the Employer of one thousand eight hundred dollars (\$1,800.00) per year, commencing January 1, 2022 two thousand (\$2,000.00) per year.~~

ARTICLE ~~15~~16 HEALTH AND WELFARE BENEFITS

~~15.1~~**16.1** The Company shall continue to pay four dollars and ~~ninety cents (\$4.90)~~ **ninety-nine cents (\$4.99)** 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 June 1, 2022, for hours paid in May, 2022; the Company shall pay \$4.77 per hour.

Effective June 1, 2023, for hours paid in May, 2023; the Company shall pay \$4.76 per hour.

Effective June 1, 2024, for hours paid in May, 2024; the Company shall pay \$4.75 per hour.

Effective June 1, 2025, for hours paid in May 2025 and thereafter, the Company agree to pay the contractual rate set by the Fund for all contributing employers at such time the Fund establishes a change in the rate. The Company agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

There will be two (2) one-month company contribution holidays. The first holiday will be for the August 2023 payment for hours paid in July 2023, the second for the July 2024 payment for hours paid in June 2024. If any contribution holiday would result in a

projection of less than three (3) months of reserves, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified.

~~15.2~~**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, to be paid by way of payroll deduction and forwarded by the Company no less frequently than monthly.

~~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) months 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.~~

~~15.3~~**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 **weekly** deductions shall be as follows:

~~Effective August 9, 2020~~

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Associate Only	\$29.00	\$34.00	\$18.00	\$23.00	\$12.00	\$17.00	\$2.50	\$6.75
Associate + Child(ren)	\$34.00	\$38.75	\$23.00	\$28.00	\$17.00	\$22.00	\$5.75	\$10.00
Associate + Spouse*	\$34.00	\$38.75	\$23.00	\$28.00	\$17.00	\$22.00	\$5.75	\$10.00
Family*	\$38.75	\$43.75	\$28.00	\$32.75	\$22.00	\$26.75	\$11.00	\$15.25

~~Effective August 29, 2021~~

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker

Associate Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
Associate + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Associate + 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

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Associate Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
Associate + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Associate + 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

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.

~~15.4~~**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, ~~2015~~ **2022**. the company`s obligation begins with hours worked on and after June 1, ~~2016~~**2023**.

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.

~~15.5~~**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.

~~15.6~~**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.

~~15.7~~**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 RETIREMENT (FORMERLY 14.4)

~~14.4~~**17.1** The Employer has established a 401(K) plan for the employees and will contribute a matched contribution for each employee at the ratio of seventy-five cents (75¢) for each one dollar (\$1.00) contributed by said employee up to a maximum contribution by the Employer of two thousand (\$2,000.00) per year. **Effective January 1, 2024, the maximum contribution by the Employer shall be increased to two thousand two hundred dollars (\$2,200.00) per year.**

ARTICLE ~~16~~18 TECHNOLOGICAL CHANGE

~~16.1~~**18.1** The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer introduces major technological changes which, for the purpose of this Article, is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such changes will be given to the Union.

In addition the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.
2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
3. In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - A. All employees, 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 four (4) weeks' pay to 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) hours' straight-time pay.
 - B. An employee shall be disqualified for severance pay in the event the employee:
 1. Refuses retraining.
 2. Refuses to transfer within a radius of forty (40) miles.
 3. Voluntarily terminates employment.

ARTICLE ~~17~~19 STORE CLOSING

~~17.1~~**19.1** In the event the Employer closes or sells a store and employees are terminated as a result thereof, the Owner agrees to negotiate the effects of the closing on the employees with the Union.

ARTICLE 20 SAVINGS CLAUSE

20.1 In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or as a result of any legislative enactment, such decision/enactment shall apply only to the specific article, section or portion thereof specified in such enactment, board, court or agency decision and all other articles, sections and portions of this Agreement shall remain unaffected and in full force and effect; and upon issuance of such decision/enactment, the Company and the Union agree immediately to begin negotiations on a substitute only for the invalidated article, section or portion thereof.

ARTICLE 21 TERMINATION OF AGREEMENT

21.1 This Agreement shall be in effect as of the ~~25th day of September 2022~~ ~~15th day of August, 2021~~, and shall remain in full force and effect until the ~~27th 24th~~ day of September, 202~~2~~~~1~~~~5~~ and for year to year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to September ~~27th 24th~~, 202~~2~~~~1~~~~5~~, or to any yearly expiration date thereafter by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of ~~August~~ ~~September~~, 202~~1~~~~2~~.

ACCEPTED FOR:

ACCEPTED FOR:

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 655

Midtowne Market L.L.C.

BY _____

BY _____

BY _____

BY _____

DATE _____

DATE _____

EXHIBIT "A"

A. Department Managers

	8/29/21	5/22/22
Grocery Manager	21.80	22.25
Produce Manager	21.71	22.16
Dairy Manager	19.15	19.60
Frozen Manager	18.00	18.45
Bakery Manager	18.00	18.45

~~Department Managers at or above this rate of pay will receive a thirty cent (30¢) increase effective August 29, 2021 and a forty five cents (45¢) increase May 22, 2022.~~

Effective	<u>05/22/22</u>	<u>12/11/22</u>	<u>11/26/23</u>	<u>12/01/24</u>
Grocery Manager	\$22.25	\$23.25	\$24.25	\$25.25
Produce Manager	\$22.16	\$23.16	\$24.16	\$25.16
Dairy Manger	\$19.60	\$20.60	\$21.60	\$22.60
Frozen Manager	\$18.45	\$19.45	\$20.45	\$21.45
Bakery Manager	\$18.45	\$19.45	\$20.45	\$21.45

Department Managers above the contract rate shall receive a one dollar (\$1.00) increase effective December 11, 2022; a one dollar (\$1.00) increase effective November 26, 2023; and a one dollar (\$1.00) increase effective December 01, 2024.

Managers receiving in excess of the above scales (Exhibit B) shall not have their pay decreased because of this Agreement.

B. At the Employer’s option and the employee’s consent, an employee may be appointed to a salaried position in lieu of the rates called for in Exhibit B. They shall be paid a minimum of per week.

Effective: ~~August 29, 2021~~ ~~nine hundred seventy two dollars (\$972)~~

~~May 22, 2022~~ ~~nine hundred ninety two dollars (\$992)~~

Effective	<u>05/22/22</u>	<u>12/11/22</u>	<u>11/26/23</u>	<u>12/01/24</u>
Weekly Salary	\$992.00	\$1,032.00	\$1,072.00	\$1,112.00
Sunday		\$299.25	\$311.00	\$322.50
Sunday (1/2 day)		\$149.75	\$155.50	\$161.25

A non-department manager employee who closes-up the store on days that a supervisor is not present shall receive a payment of five dollars (\$5.00) for each day he closes the store. (FORMERLY A-3.2)

In the event new job classifications are established during the term of this Agreement, then the Employer and the Union shall evaluate said new job or jobs and negotiate a proper rate therefore. (FORMERLY ARTICLE 14.2)

EXHIBIT "B"

C. Clerks

Full-time Employees

Effective:	<u>05/22/22</u>	<u>12/11/22</u>	<u>11/26/23</u>	<u>12/01/24</u>
	13.00			
	13.50			
First 520 hours	14.00	14.00		
Next 520 hours	14.50	14.50		
Next 520 hours	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
Next 1040 hours	16.05	16.05	16.05	16.05
Next 1040 hours	16.30	16.30	16.30	16.30
Next 1040 hours	16.65	16.65	16.65	16.65
Next 1040 hours	17.10	17.10	17.10	17.10
Thereafter/Next 1040 hours		18.10	18.10	18.10
Thereafter/Next 1040 hours			19.10	19.10
Thereafter				20.10

Full-time employees at or above the "Thereafter" rate shall receive a one dollar (\$1.00) increase effective December 11, 2022; a one dollar (\$1.00) increase effective November 26, 2023; and a one dollar (\$1.00) increase effective December 01, 2024. These increases take effect upon the completion of 1040 hours at the "Thereafter" rate.

Employees who have been full-time more than two (2) years and who are subsequently reduced below full-time will retain the employee's rate of pay.

Full-time employees who have been full-time less than two (2) years, who voluntarily reduce themselves to part-time status will have their pay reduced three full-time brackets but not below the initial full-time rate of pay. Employees will remain at that rate plus any contract increases until they once again attain full-time status at which time they will return to their previous full-time rate plus any contract increases.

Employees who are assigned as Designated Assistant Department Managers and who have been full-time less than two (2) years and are reduced to part-time status will have their pay reduced to the initial full-time rate of pay. Such employees will continue to receive contract increases until they once again attain full-time status at which time they will return to their previous full-time bracket rate plus any increases.

Part-time Employees

Effective:	<u>05/22/22</u>	<u>12/11/22</u>	<u>11/26/23</u>	<u>12/01/24</u>
First 1040 hours	12.10	\$12.85	\$13.75	\$14.50
Next 1040 hours		\$13.15	\$14.10	\$14.80
Thereafter	12.55	\$13.55	\$14.55	\$15.55

Part-time employees at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective December 11, 2022; a one dollar (\$1.00) increase effective November 26, 2023; and a one dollar (\$1.00) increase effective December 01, 2024. These increases take effect upon the completion of 1040 hours at the “Thereafter” rate.

Full-time	8/29/21	5/22/22
1 st 520 hours	\$12.00	\$12.00
Next 520 hours	\$12.50	\$12.50
Next 520 hours	\$13.00	\$13.00
Next 520 hours	\$13.50	\$13.50
Next 520 hours	\$14.00	\$14.00
Next 520 hours	\$14.50	\$14.50
Next 520 hours	\$15.00	\$15.00
Next 520 hours	\$15.50	\$15.50

Next 520 hours	\$15.75	\$15.75
Next 1040 hours	\$16.05	\$16.05
Next 1040 hours	\$16.35	\$16.35
Thereafter/Next 1040 hours	\$16.65	\$16.65
Thereafter		\$17.10

Part time	8/29/21	5/22/22
1 ST 520 hours	\$10.50	\$10.50
Next 1040 hours	\$10.75	\$10.75
Next 1040 hours	\$11.00	\$11.00
Next 1040 hours	\$11.25	\$11.25
Next 1040 hours	\$11.50	\$11.50
Next 1040 hours	\$12.00	\$12.00
Thereafter/Next 1040 hours	\$12.50	\$12.50
Thereafter		\$13.00

~~Part-time associates at a rate less than \$10.50 will move to \$10.50 effective Sunday after August 29, 2021.~~

~~Full-time clerks at the thereafter rate or higher for their classification will receive a thirty-cent (30¢) increase effective August 29, 2021 and a forty-five-cent (45¢) increase effective May 22, 2022.~~

~~Part-time clerks at the thereafter rate or higher for their classification will receive a thirty-cent (30¢) increase effective August 29, 2021 and a forty-five-cent (45¢) increase effective May 22, 2022.~~

~~EXHIBIT "B-2"~~ **(REMOVED EXHIBIT B-2 AND ADDED TO EXHIBIT "A")**

Courtesy Clerks

Effective:	<u>Current</u>	<u>01/01/23</u>	<u>12/01/24</u>
First 1040 hours	11.15	12.00	12.25
Thereafter		12.25	12.50

	<u>8/29/21</u>	<u>5/22/22</u>
Start	\$10.45	
Next 1040 hours	\$10.50	\$10.50
Thereafter/1040 hours	\$10.75	\$10.75
Thereafter/1040 hours		\$11.10
Thereafter/1040 hours		\$11.30

The duties of a Courtesy Clerk are confined to: Bagging, carrying customers' purchases, handling bas-carts, parcel pick-up, sorting of empty beverage containers, sweeping and mopping store, and returning merchandise left in the check stands to the shelves.

~~EXHIBIT "B-3"~~ **(REMOVED EXHIBIT B-3 AND MOVED THROUGHOUT CONTRACT)**

Letter of Understanding

It is agreed that if Straubs/Midtowne qualify for the Health & Welfare contribution holidays described in Article 16.1, then the following contract changes shall take affect:

- Article 6.4 shall be modified as follows effective the first pay period in October after the contribution holiday is applied:
All employees working between 11:00pm and 5:00am shall receive seventy-five cents (75¢) above their regular rate during said period.

- Article 15.4 shall be amended as follows effective January 1 after the contribution holiday is applied:
Any full-time employee who has completed twenty years of continuous employment as of January 1 is entitled to five (5) weeks' vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

- A new Article shall be added entitled Sick Days and shall be as follows effective January 1 after the contribution is applied:

SICK DAYS

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 13.1. Employees shall be entitled to earned sick days due but not taken in the calendar year in which they terminate employment.

Any employee who is discharged for dishonesty or does not give at least two (2) weeks' notice shall forfeit all Sick Day rights.

Employees who are not eligible for sick days as described in the preceding paragraphs but are eligible for and participating in health care benefits, will be granted up to thirty-six (36) hours per calendar year for the purposes of maintaining Health and Welfare coverage. Employees will notify the UFCW Local 655 Health & Welfare Fund with the request to use hours from this sick bank to maintain eligibility for health care benefits.

HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the – Health and Welfare Article 18

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 holiday days) without regard to a forty (40) hour cap.

Example:

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

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

Examples:

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

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

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