

AGREEMENT

This agreement has been entered into between South Oak Liquors or its successors or assigns, hereinafter designated as the Employer and the United Food and Commercial Workers Local Union No. 1000 its successors or assigns, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2. COVERAGE, CHECK-OFF, AND UNION SECURITY

Section 2.01

The Union shall be the sole and exclusive bargaining agent for all retail store employees in the stores of the Employer in Dallas County, Tarrant County, Collin County, Brown County, Grayson County, Denton County, Gregg County, Harrison County, Lamar County, Ellis County, Hood County, Johnson County, Rockwall County, Rusk County, Palo Pinto County, and Parker County, Texas, excluding store manager, assistant or co-managers, grocery manager, meat department managers, all meat department employees, watchman, guards, and supervisors as defined in the Act.

Section 2.02

The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local Union No. 1000. Dues and initiation fees will be deducted in an amount equivalent to dues and initiation fees and remitted to the Union on a monthly basis.

A.B.C. deductions and remittance will be handled on a monthly basis in the same manner as outlined above.

Section 2.02A

Employees will be employed on a trial basis for the first ninety (90) days and shall not accumulate seniority for this period. However, if said employee is retained following the ninety (90) days trial period, his seniority will revert to the last date of hire. Employees discharged during the trial period shall not have recourse through any other provision of this Agreement. Probationary period may be extended by mutual agreement between the Employer and the Union.

Upon completion of forty-five days service employees will have access to an employee discount program. Employees will be given Ten (10%) percent off beer and Fifteen (15%) off in store purchases. Employer retains the right to discontinue program if needed. Employees who abuse this program can receive discipline up to and including termination.

Section 2.03

If, during the life of this Agreement, or any renewal or extension thereof, the law is changed or amended to make Union Shop Agreements valid, paragraph 2.03a of Article 2 shall immediately become effective upon the earliest date permitted by such enabling legislation as a part of this Agreement or any renewal or extension thereof.

Section 2.03a

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement or on the day thereafter become and remain members in good standing in the Union. It shall also be a condition of employment that employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment or the day thereafter become and remain members in good standing in the Union.

Section 2.04

This paragraph will confirm our understanding that UFCW Local Union 1000:

1. Will obtain and retain a valid dues check -off authorization form for each individual for whom initiation and/or weekly dues are deducted.
2. Will be responsible for setting-up and maintaining all information concerning initiation fees and /or weekly dues deductions.
3. Will be responsible for making any change in initiation fees and/or weekly dues deductions.
4. Will be responsible for discontinuing deductions if and when a deduction authorization is revoked and notifying the company.

5. Will refund any deductions improperly made.

UFCW Local Union 1000 understands and accepts the above and agrees to hold South Oak Liquors Co. harmless.

Section 2.05

Members of the Union will be allowed to wear their Union buttons while on duty.

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 the 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 Employer, provided, however, that this 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 and provided further that this right is not in conflict with any other provision of this Agreement.

ARTICLE 4. DISPUTE PROCEDURE

Section 4.01

The Union shall have the right to designate store stewards.

Section 4.02

It is agreed that agreements and settlements reached will be on a non-precedent setting basis and will have no bearing on any other grievance or settlement. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. No grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened. Where an employee has no knowledge that he is aggrieved until he receives his paycheck for the period in question, such ten (10) calendar days shall date from the day that he received such pay. By conference between the aggrieved employee and/or the union representative and/or the store owner or his designee.

Step 2. If not settled in step 1 the grievance must be presented in writing. The written grievance shall include

statement of the grievance, date of the occurrence, parties involved, and a statement of the provision of the agreement alleged to have been violated. By conference between the store steward and/or the Union Representative and the owner or his designee.

Step 3. The Company will respond to the Union within fifteen (15) days of receipt of the grievance letter or the Union may refer the grievance directly to arbitration. By conference between an official of the Union and the Owner or his designee.

Step 4. In the event that the last step fails to settle satisfactorily the complaint, it may be referred to the board of Arbitration.

Section 4.03

The board of Arbitration shall consist of one (1) person appointed by the Union, and one (1) person appointed by the Employer. Said two (2) persons shall, within two (2) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third (3rd) arbitrator may be selected, (or other selection that is mutually agreeable). Failing to agree upon an arbitrator from this panel, said two (2) persons shall request an additional panel or panels of arbitrators until a mutually agreeable third (3rd) arbitrator is selected. The decision of the majority of the Board shall be binding upon the Employer, the Union and the aggrieved employee. The expense of the third (3rd) arbitrator shall be paid for jointly.

Section 4.04

The Employer shall not discharge, nor demote, any employee without just cause and shall give at least one (1) written notice of the specific complaint or complaints against such employee to the employee, except that no written notice need be given to any employee before discharge or demotion for just cause such as but not limited to incompetence, proven dishonesty, intoxication, illegal use or possession of drugs, refusal to take alcohol or illegal substance test based on reasonable belief or probable cause, insubordination, failure to record sales and/or discounting, falsification of application, failure to perform work as assigned, etc. No warning notice will be recognized or used against any employee which is over six (6) months old. Insubordination shall be considered a deliberate and willful refusal to carry out a proper order. Foul or abusive language directed toward a supervisor is insubordination unless the abuse is provoked by the supervisor.

Section 4.05

No grievance will be discussed unless the outlined procedure has been followed except as otherwise provided in Article 4, Section 4.06.

Section 4.06

It is agreed that Steps 1 and 2 of this dispute procedure may be waived if acceptable by both the Employer and the Union.

Section 4.07

The Board of Arbitration is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisions of this Agreement.

Section 4.08

Any monetary settlement reached within Article 4 shall be remitted to the Union on or prior to employee's 2nd regular pay period following settlement.

ARTICLE 5. NO STRIKE, NO LOCKOUT

Section 5.01

During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

Section 5.02

Forty-eight (48) hours written notice (after picketing commences) shall be given to the Company by Local 1000 of its intent to honor a legal picket line.

Section 5.03

No employee shall be required to cross a legal picket line when his health or safety would be endangered.

ARTICLE 6. OTHER AGREEMENTS

Section 6.01

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

ARTICLE 7. OTHER WORK

Section 7.01

Employees shall perform any work which the manager of the store may direct.

ARTICLE 8. WAGES

Section 8.01

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

Section 8.02

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

ARTICLE 9. WORKING CONDITIONS

Section 9.01

The hours for each employee shall be scheduled by the Employer. Schedules shall be prepared in ink indicating last name and first initial. A schedule for full-time employees prepared in ink shall be posted by Friday PM shift.

Section 9.02

A schedule for part-time employees shall be posted by noon Friday for the succeeding week. This schedule is subject to change based on the needs of the business. Employees will be given twenty-four (24) hours notice of any schedule change after the schedule is posted except where the change is caused by conditions beyond the control of the Employer. Senior employees affected will not be forced to work.

Section 9.03

If a full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid payment of overtime. Overtime must be approved by management.

Section 9.04

All work in excess of forty (40) hours per week shall be paid for at time and one-half (1 1/2). Pay is based on schedule time posted. Early arrival or late departure outside work schedule is not eligible for pay beyond posted scheduled times unless authorized by management. Employees must take a lunch break or have it preapproved by management in order to work said lunch break. Leaving early or starting late in lieu of lunch break is not acceptable.

Section 9.05

All work in excess of ten (10) hours etc. per shift, shall be paid at time and one-half (1 1/2). Time and one-half (1 1/2) shall be paid on the weekly basis or shift basis, whichever is greater, but in no case on both.

Section 9.06

(a)Hours worked on Statutory Federal Holidays defined as President’s Day (George Washington’s Birthday), Memorial Day, Independence Day, Labor Day, and Columbus Day will be paid at a premium of fifty cents (.50) per hour in addition to the employee's straight-time hourly rate for employees past their probation period.
Compensation for holidays identified as Thanksgiving, Christmas, New Year, Martin Luther King Jr’s Birthday are defined in Article 14: Section 14.01.

Section 9.07

Work on Sundays and the Holidays shall be on a voluntary basis. However, qualified employees who indicate they are available will be awarded by seniority. If conditions require work then employer my schedule by seniority and qualification.

Section 9.08

Employees in a normal work day will be given breaks as needed and a one (1) hour unpaid lunch period. Employees will be permitted to take their unpaid break in the store in an area designated by the Employer.

Section 9.09

Solicitation implied or requested by any employee for tips or extra consideration from customers is unacceptable. Any employee found in violation of this policy will be subject to termination, Tips or gratuities given to employees by customers become the property of that employee.

Section 9.10

The Union store card and/or decal shall be displayed on the entrance door in the store. The store card is and shall remain the property of the Union.

Section 9.11

Employees are expected at all times to present a professional, business-like image to customers and other visitors.

Any uniform clothing deemed necessary by the Employer for its employees shall be furnished by the Employer.

Section 9.12

The Employer shall make available to the Union a place in each store to post whatever notices may be necessary for the conducting of the Union's business.

Section 9.13

Texas law regarding employee’s time off for voting shall be followed. Any employee who is scheduled to work eight (8) hours on election day and who is registered to vote shall be allowed time off to vote in all State and Federal elections (without pay).

Section 9.14

Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid according.

ARTICLE 10. JURY DUTY

Section 10.01

In case an employee is known to have served on any duly constituted jury, or to have been subpoenaed as a witness, he shall be given time off for hours necessary to be absent from work. Employees who assume responsibility of citizenship by serving in such capacity will retain jury or witness fees. The employees will notify the Employer upon receipt of jury service notice as soon as possible.

Section 10.02

Any employee required to appear in legal proceeding on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to the proceeding from the store and shall be reimbursed for parking fees resulting from parking for such proceeding. Parking receipt must be presented to receive reimbursement.

Section 10.03

This article does not apply to probationary employees.

ARTICLE 11. LEAVE OF ABSENCE

Section 11.01 Union Business:

The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The employee shall, upon returning to work, receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off.

Section 11.02 Personal Leave of Absence:

Leaves of absence up to thirty (30) days shall be granted for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.

Section 11.03 Pregnancy, Sickness or Injury:

A leave of absence because of pregnancy, sickness or injury not to exceed ninety (90) days shall be granted to a regular employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested in writing supported by proper medical evidence prior to each expiration. After completion of one year of service employees will be granted (2) paid sick days per year. Paid sick day time is based on average hours worked per day.

Section 11.04 Family Leave:

Federal Family Leave Act provisions will apply.

Section 11.05 Military:

Any employee in Military Service under the provisions of Federal Law shall be returned to his job and retain his seniority in accordance with such law. An employee on National Guard or Reserve Duty will not be required to use his vacation for this purpose.

Section 11.06

Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

ARTICLE 12. DEATH IN FAMILY

Section 12.01

In case of a death in the immediate family of any employee, provided he attends the funeral, they shall be paid for a reasonable period of absence depending upon the circumstances, but not to exceed a maximum of one (1) day. "Immediate family" shall include spouse, parent, child, brother, sister.

Section 12.02

This article does not apply to probationary employees.

ARTICLE 13. HEALTH AND WELFARE.

During the term of this agreement both side will review health plans to try and place employees in a suitable plan if available. Plan must be mutually agreed on.

ARTICLE 14. HOLIDAYS

Section 14.01

Employees who complete ninety (90) days of service and are non-probationary shall be entitled to paid Holidays listed herein: Christmas Day, New Year's Day, Thanksgiving Day, Martin Luther King Day and an Employees Birthday. The store will be closed on these days with the exception of birthdays. Employees will be paid in observance of these days at their normal rate. These holidays will be paid at hourly rates for the number of hours based on a pro-rated average hours worked per day over the preceding three months.

ARTICLE 15. VACATIONS

Section 15.01

All employees shall be eligible for vacation in accordance with years of continuous service with the Employer and the following schedule.

12 Months of Service	- 1 Week
3 Years of Service	- 2 Weeks
10 Years of Service	- 3 Weeks
15 Years of Service	- 4 Weeks
20 Years of Service	- 5 Weeks

Section 15.02

Vacation time is allotted on calendar years commencing on January 1 and ending on December 31. Partial time worked within a calendar year ie. An employee with a starting employment date prior to January 1 will be paid 2% of wages earned between their starting date and ending on December 31.

After qualifying for their first one (1) week vacation, an employee will qualify for future one (1) week vacation as of January 1. After an employee qualifies for additional weeks of vacation as outlined above, they shall become eligible for those additional weeks as of January 1.

Section 15.03

Employees will be paid average weekly earnings based on the prior three month weekly average for their basic workweek as vacation pay. Delete (40) hours straight-time earnings

Section 15.04

Vacation pay shall be paid in advance.

Choice of vacation dates will be granted on the basis of seniority, consistent with the operation of the business. However, once a vacation has been scheduled, it can only be changed for good cause or by mutual agreement between the employee and the Company.

Section 15.05

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service, or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

Section 15.06

In case a granted holiday falls during an employee's vacation, the employee shall be granted additional time of paid vacation or pay at his straight-time rate in lieu thereof. Based on average daily hours worked the Employer shall have the option as to the additional vacation time or pay.

Section 15.07

Employees eligible for three (3) weeks and four (4) weeks of vacation may elect to take one (1) week of vacation by days. Employees eligible for five (5) weeks may take (2) weeks of vacation by days. The employee must give the Store Manager one (1) weeks' notice prior to requesting single vacation days. The day(s) selected must be agreeable with the store manager.

ARTICLE 16. SENIORITY

Section 16.01

In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor.

Section 16.02

Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

In a general layoff or where inequities exist, the Employer and the Union will meet and such arrangements worked out will be final and binding on all parties. If agreement cannot be reached, contract provisions will apply.

Section 16.03

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

Section 16.04

If it is necessary to reduce hours of a full-time employee in the store, the least senior employee shall have his hours reduced.

Section 16.05

Seniority date shall be the date hired and will revert to that date after completing probation.

Section 16.06

A part-time employee shall have the first choice for a full-time job in his or her store based on their seniority, provided they are capable of performing the work and capable of working a forty (40) hour work week.

- a. For the purpose of this entire section, management maintains the right to assign specific employees to job assignments, which required certain skills, training or qualifications. These job assignments shall not be subject to any claiming provisions as outline in this Article for full-time or part-time employees.
- b. All hours must be consecutive and no employee can claim the daily schedule of another employee with the same or less hours. It is further understood that employees may not claim overtime hours, nor is it the intention of this provision to provide preferential selection of scheduled hours of worked.

- c. Employees with restricted schedules shall not be exempt from claiming. The Employer agrees to make every effort to continue to maximize the number of full-time jobs during the term of this agreement.

Section 16.07

Daily overtime shall be offered by seniority to the employees, if and when the need for overtime arises. Nothing in this provision will require the Employer to work employees on overtime.

Section 16.08

Unscheduled and vacated hours will be filled in order of seniority, provided the employee can perform the job. If unable to fill the hours, employees will be called in on a reverse seniority basis.

ARTICLE 17. UNION MANAGEMENT COOPERATION

Section 17.01

The Union agrees to uphold the rules and regulations of the Employer in 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 Employer.

Section 17.02

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

Section 17.03

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 Employer 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.

Section 17.04

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

Section 17.05

In the interest of promoting cooperative relations, the store manager will introduce each new employee in their store to the Union steward or Union business agent, after the new employee reports to work. At this meeting which shall take place during working hours, the store manager and or Union representative shall give the new employee a copy of the contract and shall explain its operation. They may answer any questions the new employee asks and may jointly or separately ask the new employee to join the Union.

Section 17.06

The management of a store shall grant to any accredited Union Official access to the store, including discussions with employees', reviewing employees' schedules, payroll recaps, and seniority lists for the purpose of satisfying himself that the terms of this Agreement are being complied with.

Section 17.07

Store steward will be allowed days off to attend Union workshops. The Union will give the Company advance notice of workshops. Store management will be notified who is appointed as a Union steward.

Section 17.08

The parties have reached agreement on the following list of items.

The Company will insure that shop stewards will be scheduled off to attend the annual meeting with no loss of time from their regular weekly schedule.

The Company will maintain the current level of electronic exchange of employee information.

The Company will maintain the current level of support for The Voluntary Organizing Committee (VOC).

The Company will cooperate with the Local in its fight against Leukemia by allowing canisters to be placed in store.

Section 17.09

As an incentive for the Employer to open stores in outlying areas which are not feasible under current agreements, the following shall apply:

It is understood and agreed that should the Employer open a new store (s) in an outlying geographic area in which it is not currently operating, then such store (s) shall be under the jurisdiction of UFCW Local 1000. All terms and conditions of employment shall be negotiated by the parties with the understanding that the resulting Agreement will be consistent with the wages, fringe benefits, and working conditions which prevail in the stores of the competitor (s) in the trade area, as well as area economic conditions.

Section 17.10

The Employer will inform newly hired employees of the Union contract and present the new hire with a copy of the contract and a membership application. If the newly hired employee refuses to join the Union then the following Orientation Program should be followed.

The Employer agrees to conduct an Orientation Program for new employees within a reasonable time period after date of hire. The employee shall be paid for all hours in attendance. The Employer agrees to give at least twenty-four (24) hour notice to the Union office of the date, time, and number of employee attending the Orientation Program.

Within the Orientation Program, the store management or his/her designee shall introduce the store steward and/or Union Representative and allow a reasonable uninterrupted amount of time (to be mutually agreed upon), to explain the labor agreement, to answer questions and sign up the new employees for Union membership.

ARTICLE 18. GENERAL

Section 18.01

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto.

Section 18.02

The Employer and the Union agree that there shall be no discrimination against any employee on account of union activities or affiliation or because of race, religion, color, creed, national origin, sex, age, disability, or veteran's status 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.

ARTICLE 19. SEPARABILITY

Section 19.01

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, then that part shall be null and void, and the parties agree that they will, within thirty (30) calendar days, begin negotiations to replace said void part with a legal provision

ARTICLE 20. PENSION

The Company and Union will review Pension funds and to see if one is available. Must be mutually agreed.

ARTICLE 21. SUCCESSORSHIP

Section 21.01

Before an Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferee, assign, or successor, the Employer agrees that such a purchaser, transferor, assignee or successor shall be advised in writing of the existence of this collective Bargaining Agreement. The Employer further agrees that a copy of said notice shall be sent to all parties of this Agreement.

ARTICLE 22. STORE CLOSING

Section 22.01

In the event the Employer closes or sells a store and employees are terminated as a result thereof, Employer agrees to discuss severance pay/ benefits for effected employees.

Section 22.02

The Employer agrees to give the employees and Union sixty (60) day notice in advance of closing or sale. When such notice is given, an employee shall remain with the Employer until the store closes or forfeits his rights under this Article, unless mutually agreed to by the employee, Employer and the Union.

ARTICLE 23. EXPIRATION

This Agreement shall continue in effect through September 1st 2023 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party, sixty (60) days prior to the expiration date, or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

IN THE WITNESS WHERE OF, the said parties have caused duplicate copies to be executed by their duly authorized officers' this _____ day of _____.

For The Company

For The Union

Date

Date

Appendix “A”

Wage Rates :

Starting Wage Rate	Clerk 1	\$ 8.00
90 day probation ends	Clerk 2	\$ 8.75
	Clerk 3	\$ 10.50
	Clerk 4	\$11.50

Clerk 3 pay rate will be awarded to employees who handle store closing and opening, receiving stock and entering P/O's

Clerk 4 pay rate will be awarded to employees who handle clerk 3 duty's and dealing with liquor Rep's, making P/O's and working with budgets.

Nothing in this agreement will prohibit the Employer and the Union when agreed on mutually from reopening this agreement.

Emergency Provision

If a significant event occurs that affects workers, the workplace, or the safety and health of workers and their families, including but not limited to natural or weather disasters, epidemics, pandemics, catastrophes, public health emergencies, or similar events, or if a federal, state or local government announces or declares the event to be a disaster, emergency, or similar event, this emergency provision will control, except to the extent that other Agreement provisions provide greater protection or benefits to the workers. These events are referred to as emergencies. All other sections of this agreement not in conflict with this emergency provision will remain in effect.

During the emergency, the Company will provide prior notice and reach mutually agreeable agreement with the Union before implementing any proposed new or change in policy, procedure, or working condition including but not limited to:

- 1) Additional Pay referred to as “ Hazard Pay “ and or “ Hero Pay “
- 2) Additional Paid Leave
- 3) Safety and Health: Such as Social Distancing guidelines, Plexiglass protection at work stations, Mask of face protection , Sanitizing and or recommendations from Local , State or Federal Governments.
- 4) Working Conditions: Any Changes in working conditions necessitated by the emergency.

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL 1000**

CONTRACT BETWEEN

SOUTH OAK LIQUORS

