

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ANTHONY'S FOODS

AND

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

TERM: June 1, 2025, THROUGH December 31, 2027

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AGREEMENT

This agreement has been entered into between Anthony's Food ("Employer") or its successors or assigns, and the United Food and Commercial Workers Local Union No. 1000 ("Union") its successors or assigns, chartered by the United Food and Commercial Workers International Union.

ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represent 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 Meeker, OK, excluding store manager, assistant or co-managers, and supervisors as defined in the National Labor Relations 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 the Union. 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.

The Union will inform Employer what to deduct.

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 forty-five days and shall not accumulate seniority during this period. However, when an employee is retained following

the forty-five days trial period, their 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 percent off in-store purchases (this excludes alcohol and cigarettes).

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 Anthony's Food harmless.

Section 2.05

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

ARTICLE 3. MANAGEMENT RIGHTS

The Union recognizes that the Employer has the authority to direct its affairs and operations consistent with 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 all agreements and settlements reached in Step 1 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 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 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.

The Company will respond to the Union within fifteen days of receipt of the grievance letter or the Union may refer the grievance directly to arbitration.

Step 3. 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 Bboard of Arbitration ("Board") shall consist of one person appointed by the Union, and one person appointed by the Employer. Said two persons shall, within two days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third arbitrator may be selected, (or other selection that is mutually agreeable). Failing to agree upon an arbitrator from this panel, said two persons shall request an additional panel or panels of arbitrators until a mutually agreeable third arbitrator is selected. The Employer-selected person, the Union-selected person, and the Employer/Union mutually-selected person is the third member of the Board of Arbitration. 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 arbitrator, arbitration space, and court reporter/stenographer shall be paid for jointly by the Union and the Employer.

Section 4.04

The Employer shall not discharge, nor demote, any employee without just cause (see Appendix B for definition) and shall give at least one 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, theft, proven dishonesty, intoxication, illegal use or illegal 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, and/or failure to perform work as assigned. No warning notice will be recognized or used against any employee which is over six 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, as confirmed in writing, 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.

Section 4.08

Any monetary settlement reached within Article 4 shall be remitted to the Union on or prior to employee's second 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 hours' written notice (after picketing commences) shall be given to the Employer by the Union 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 its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 6.02

If an agreement is entered into between the Employer and its employees, whether individually or collectively, conflicts with this Agreement, the terms of this Agreement control.

ARTICLE 7. OTHER WORK

Section 7.01

Employees shall perform any work which the manager of the store may direct with the understanding that when an employee is assigned to a job with a lesser rate, the employee will be entitled to their regular rate of pay, unless due to a decrease of work, the employee has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff.

Section 7.02

Any employee assigned to relieve an employee in a higher pay classification for a period of five days or more in a workweek, and who assumes normal duties of the job, shall receive the contract rate in effect in the store involved, for such time spent on relief.

ARTICLE 8. WAGES

Section 8.01

Rates of pay as set forth in Wage Schedule A, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time 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 all employees prepared in ink shall be posted by Friday at noon.

Section 9.02

Employees will be given twenty-four 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 an employee is required to work outside of their regular schedule, they shall not be required to take time off from their 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 hours per week shall be paid for at time and one-half. Pay is based on schedule time posted. Early arrival or late departure outside of the posted work schedule is ineligible 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 9.06

Compensation for holidays identified as Easter Sunday, Thanksgiving, and Christmas Day, 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 may schedule by seniority and qualification.

Section 9.08

Employees in a normal workday will be given breaks as needed and not to interrupt the needs of the business.

Section 9.09

Employees are prohibited from soliciting, whether implied or requested, tips or extra consideration from customers, visitors, vendors, or guests. 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

Oklahoma law regarding an employee's time off for voting shall be followed. See 26 O.S. § 7-101. Any employee who is scheduled to work eight hours on election day, and who is registered to vote, shall be allowed time off (without pay) to vote in all State and Federal elections.

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 (without pay by Employer) 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

Article 10 does not apply to probationary employees.

ARTICLE 11. LEAVE OF ABSENCE

Section 11.01

The Employer shall grant the necessary time off without discrimination, 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. An 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 week's notice in writing specifying the length of time off.

Section 11.02

Leaves of absence up to fourteen 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 Sick

After completion of one year of service employees will be granted one paid sick day 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. An employee that accepts 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 the case of a death in the immediate family of any employee, an employee is permitted a reasonable period of absence (**unpaid**) depending upon the circumstances, but not to exceed a maximum of **two (2)** days. "Immediate family" shall include spouse, parent, child, brother, sister.

Section 12.02

Article 12 does not apply to probationary employees.

ARTICLE 13. HEALTH AND WELFARE

During the term of this agreement the Employer and the Union 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 forty-five (45) days of service and are non-probationary shall be entitled to paid Holidays listed herein: Easter Sunday, Christmas Day, Thanksgiving Day. 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 ("holiday pay"). However, if an employee wishes to work on this day, then they will be paid their holiday pay plus their regular hourly pay * hours work on this day. Employees will not be scheduled to work but may request to work and then scheduled based on seniority.

ARTICLE 15. VACATIONS

Section 15.01

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 by mutual agreement between the employee and the Employer.

There will be no weeks blacked out for purposes of vacation scheduling.

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 months, or if he is called back to work after a layoff and does not report for work within one 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 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 Employer 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 Employer will ensure that shop stewards will be scheduled off to attend the annual meeting with no loss of time from their regular weekly schedule.
- The Employer will maintain the current level of electronic exchange of employee information.

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

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 the Union. 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 declines 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 hour notice (e-mail) to the Union office of the date, time, and number of employees 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 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. SUCCESSIONSHIP

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 thirty-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 February 1, 2027, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party, sixty 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 _____.

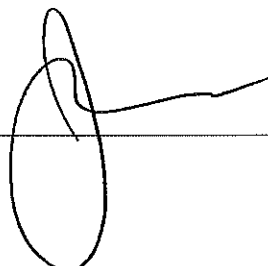
For The Company

Amrit Kattel

July 4, 2025 | 11:06 AM CDT

Date

For The Union



6/13/2025

Date

Appendix "A" Wages

POSITION	CURRENT	6.1.2025	1.1.2026	1.1.2027
CLERK I	\$9/\$10	\$9.50	\$10	\$10.50
CLERK II	\$9.00	\$11.00	\$11.50	\$12.00
CLERK II LEAD	\$12.00	\$13.00	\$13.50	\$14.00
CLERK III	\$13.00	\$14.00	\$14.50	\$15.00

Bonus: To be paid the first payroll of June 2025 to employees hired on or before January 1, 2025.

POSITION	BONUS AMOUNT
CLERK I	\$300.00
CLERK II	\$600.00
CLERK II LEAD	\$600.00
CLERK III	\$600.00

Appendix B

DISCHARGE FOR MISCONDUCT.

A. An individual shall be disqualified for benefits if the individual has been discharged for misconduct connected with the individual's last work. If discharged for misconduct, the employer shall have the burden to prove that the employee engaged in misconduct as defined by this section. Such burden of proof is satisfied by the employer, or its designated representative, providing a signed affidavit, or presenting such other evidence which properly demonstrates the misconduct which resulted in the discharge. Once this burden is met, the burden then shifts to the discharged employee to prove that the facts are inaccurate or that the facts as stated do not constitute misconduct as defined by this section. Disqualification under this section shall continue for the full period of unemployment next ensuing after the employee has been discharged for misconduct connected with the employee's work and until such individual has become reemployed and has earned wages equal to or in excess of ten (10) times the weekly benefit amount.

B. Acts which constitute misconduct under this section shall be limited to the following:

1. Any intentional act or omission by an employee which constitutes a material or substantial breach of the employee's job duties or responsibilities or obligations pursuant to the employee's employment or contract of employment;

2. Unapproved or excessive absenteeism or tardiness;
3. Indifference to, breach of or neglect of the duties required which result in a material or substantial breach of the employee's job duties or responsibilities;
4. Acts or omissions that place in jeopardy the health, life, or property of self or others;
5. Dishonesty;
6. Wrongdoing;
7. Violation of a law; or
8. A violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.

C. Any misconduct violation as defined in subsection B of this section shall not require a prior warning from the employer. As long as the employee knew, or should have reasonably known, that a rule or policy of the employer was violated, the employee shall not be eligible for benefits.

D. Any finding by a state or federal agency of any failure by the employee to meet the applicable civil, criminal or professional standards of the employee's profession shall create a rebuttable presumption of such misconduct, and benefits shall be denied, unless the employee can show, with clear and convincing evidence, that such misconduct did not occur, or the Commission determines that such failure did not constitute misconduct as defined herein.

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.