

INDEX
 UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189
 Angus Meats Agreement
 April 7, 2019 through April 7, 2022

<u>ARTICLE 1 UNION SECURITY</u>	1
<u>SECTION 1.1: RECOGNITION:</u>	1
<u>SECTION 1.2: UNION SHOP:</u>	1
<u>SECTION 1.3: OTHER AGREEMENTS:</u>	2
<u>SECTION 1.4: DUES CHECK-OFF:</u>	2
<u>SECTION 1.5: JURISDICTION:</u>	2
<u>ARTICLE 2 WAGES, HOURS AND WORKING CONDITIONS</u>	3
<u>SECTION 2.1: WAGE RATES:</u>	3
<u>SECTION 2.2: WORK WEEK/WORKDAY:</u>	4
<u>SECTION 2.3: SIXTH WORKDAY:</u>	4
<u>SECTION 2.4: SCHEDULING OPTION:</u>	4
<u>SECTION 2.5: SUNDAY WORK:</u>	5
<u>SECTION 2.6: OVERTIME PAY:</u>	5
<u>SECTION 2.7: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:</u>	5
<u>SECTION 2.8: WORK SCHEDULES:</u>	5
<u>SECTION 2.9: MINIMUM CALL-IN:</u>	7
<u>SECTION 2.10: SPLIT SHIFTS:</u>	7
<u>SECTION 2.11: EMPLOYEE BREAK TIME:</u>	7
<u>SECTION 2.12: OTHER WORKING CONDITIONS:</u>	7
<u>SECTION 2.13: WAGE-HOUR LAW COMPLIANCE:</u>	8
<u>ARTICLE 3 SENIORITY</u>	8
<u>SECTION 3.1: DEFINITION:</u>	8
<u>SECTION 3.2: APPRENTICES:</u>	8
<u>SECTION 3.3: ACQUIRING SENIORITY:</u>	8
<u>SECTION 3.4: APPLICATION OF SENIORITY:</u>	9
<u>SECTION 3.5: TERMINATION OF SENIORITY:</u>	9
<u>ARTICLE 4 HOLIDAYS</u>	10
<u>SECTION 4.1: HOLIDAYS DEFINED:</u>	10
<u>SECTION 4.2: COMPUTATION OF HOLIDAY PAY:</u>	10
<u>SECTION 4.3: HOLIDAY WORK WEEK:</u>	11
<u>SECTION 4.4: NEW YEAR’S EVE, NEW YEAR’S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:</u>	11
<u>ARTICLE 5 DEFINITIONS</u>	12
<u>SECTION 5.1: HEAD MEAT CUTTER:</u>	12
<u>SECTION 5.2: JOURNEYMAN:</u>	12
<u>SECTION 5.3: APPRENTICE:</u>	12
<u>SECTION 5.4: PRODUCTION CUTTING:</u>	12
<u>SECTION 5.5: WRAPPER:</u>	13
<u>ARTICLE 6 VACATIONS</u>	13
<u>SECTION 6.1: VACATION ALLOWANCE:</u>	13
<u>SECTION 6.2: COMPUTATION OF VACATION PAY:</u>	13
<u>SECTION 6.3: TERMINATION OF EMPLOYMENT:</u>	14
<u>SECTION 6.4: VACATION SCHEDULING:</u>	14
<u>SECTION 6.5: VACATION PAY:</u>	14

<u>ARTICLE 7 LEAVE OF ABSENCE</u>	14
<u>SECTION 7.1: PERSONAL LEAVE OF ABSENCE:</u>	14
<u>SECTION 7.2: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS:</u>	15
<u>SECTION 7.3: FUNERAL LEAVE:</u>	15
<u>SECTION 7.4: JURY DUTY:</u>	15
<u>SECTION 7.5: MILITARY SERVICE:</u>	16
<u>SECTION 7.6: FAMILY AND MEDICAL LEAVE ACT:</u>	16
<u>SECTION 7.7: S.P.U.R.:</u>	16
<u>ARTICLE 8 HEALTH AND SAFETY</u>	16
<u>SECTION 8.1: HEALTH AND SAFETY CONDITIONS:</u>	16
<u>ARTICLE 9 DISCHARGE</u>	17
<u>ARTICLE 10 PICKETING</u>	17
<u>ARTICLE 11 STRIKE-LOCKOUT</u>	17
<u>ARTICLE 12 UNION-EMPLOYER COOPERATION</u>	17
<u>SECTION 12.1: UNION STORE CARD:</u>	17
<u>SECTION 12.2: STORE VISITATION:</u>	18
<u>SECTION 12.3: LABOR MANAGEMENT COMMITTEE:</u>	18
<u>SECTION 12.4: FURNISH HELP:</u>	18
<u>SECTION 12.5: UNION MEMBERSHIP AND EMPLOYERS:</u>	18
<u>SECTION 12.6: SHOP STEWARDS:</u>	18
<u>SECTION 12.7: BULLETIN BOARD:</u>	18
<u>SECTION 12.8: STORE SECURITY:</u>	18
<u>ARTICLE 13 VIOLATIONS OF AGREEMENT</u>	19
<u>ARTICLE 14 GRIEVANCE AND ARBITRATION</u>	19
<u>SECTION 14.1: GRIEVANCE:</u>	19
<u>SECTION 14.2: MEDIATION:</u>	19
<u>SECTION 14.3: ARBITRATION:</u>	20
<u>SECTION 14.4: LIMITATIONS ON ARBITRATOR:</u>	20
<u>SECTION 14.5: TIME LIMITS:</u>	20
<u>ARTICLE 15 AUTOMATION</u>	21
<u>ARTICLE 16 LEGAL ISSUES</u>	21
<u>ARTICLE 17 HEALTH CARE PLAN</u>	22
<u>SECTION 17.1:</u>	22
<u>SECTION 17.2:</u>	23
<u>SECTION 17.3:</u>	23
<u>SECTION 17.4:</u>	23
<u>ARTICLE 18 RETIREMENT PLANS</u>	23
<u>SECTION 18.1: DEFINED BENEFIT:</u>	23
<u>SECTION 18.2: DEFINED CONTRIBUTION PLAN:</u>	24
<u>ARTICLE 19 VACATION RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER</u>	25
<u>ARTICLE 20 MANAGEMENT RIGHTS</u>	26
<u>ARTICLE 21 SUCCESSOR</u>	26
<u>ARTICLE 22 DRUG AND ALCOHOL TESTING</u>	26
<u>ARTICLE 23 TERM OF AGREEMENT</u>	27

APPENDIX "A" WAGE RATES28

APPENDIX "C" STORE CLOSING.....29

APPENDIX "D".....31

APPENDIX "E".....32

LETTER OF AGREEMENT #1 JURISDICTIONAL COMMITTEE.....33

LETTER OF AGREEMENT #2 JURISDICTIONAL COMMITTEE.....34

LETTER OF AGREEMENT #3 MEAT JOB SECURITY.....35

LETTER OF AGREEMENT #4 RETIREE HEALTH INSURANCE . ERROR! BOOKMARK NOT DEFINED.

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189

April 7, 2019 through April 7, 2022

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO.1189, of St. Paul, Minnesota and vicinity, chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC hereinafter referred to as the "Union" and Angus Meats, hereinafter referred to as the "Employer."

ARTICLE 1
UNION SECURITY

SECTION 1.1: RECOGNITION:

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of full-time and part-time employees in the meat production department. and in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended.

B. 1) "THE ST. PAUL METROPOLITAN AREA AND VICINITY" shall be understood to comprise an area enclosed by the following boundaries (where roads or rivers are involved, it shall be understood that the boundary shall lie at the center of the road and center of the river respectively); using the 1971 official highway map of Minnesota, issued by the Minnesota Department of Highways and starting at the northwest corner, which is a point caused by the intersection of Anoka County Road #14 and Lexington Avenue (East of Johnsonville), the Western boundary goes south from that point following Lexington Avenue to Interstate Highway #35W, thence on #35W to the Minneapolis-St. Paul border (as shown on the map), thence follow the border line to the Mississippi River and the Mississippi River to the south end of the Mendota Bridge, and from that point on a straight line to a point lying one mile due east of Rosemount.

2) The Southern boundary shall lie on a straight line from the point lying one mile due east of Rosemount to a point on the St. Croix River lying two miles south of Hastings.

3) The Northern boundary shall extend from the northwest corner, described above, and lies on a line going due east to the St. Croix River.

4) The Eastern boundary shall follow the St. Croix River from the northeast point to the southeast point.

SECTION 1.2: UNION SHOP:

A. 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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a

condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

B. "In good standing," for the purposes of this Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applies uniformly to all employees covered by this Agreement.

SECTION 1.3: OTHER AGREEMENTS:

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement.

SECTION 1.4: DUES CHECK-OFF:

A. 1) The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee's wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

2) The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

B. The Employer will collect and forward membership application forms for new hires on behalf of the Union.

C. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

SECTION 1.5: JURISDICTION:

A. All work performed in the meat department will be done by members of the bargaining unit except as provided below. For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage rooms, the meat production rooms (any area in the meat department not accessible to the customer). Any work presently performed by retail employees in the stores covered by this Agreement must be done by members of the bargaining unit only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Agreement, the Agreement shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

B. The Employer may sell any meat products including, but not limited to, all forms of pre-processed or case-ready meat, fish or poultry, subject to the provisions of the Meat Job Security Letter of Understanding dated March 6, 2005.

C. 1) As a condition of utilizing pre-sliced and frozen liver, pork rib ends, pork loins and sirloin butts, center cut ham slices, half hams, cut and prepackaged smoked pork chops, smoked pork loins and pre-fabricated pre-wrapped (chill pack) chickens, the Employer agrees that no employee of the Employer as of February 1, 1986 shall have his/her work week reduced or be laid off as a result of the introduction into the company of any or all of these items enumerated in this SECTION C.1).

2) It is further agreed that in the event of a proven reduction in business, and the Employer determines it is necessary to lay off any of the protected employees in this ARTICLE 1, SECTION 1.5 C), no employee hired or newly assigned to the meat department after February 1, 1986, will be allowed to work. It is further agreed that any employee protected under this SECTION 1.5C) shall not lose his/her recall rights for a period of one year.

D. The Employer will provide the Union with a complete list of employees who were on the payroll, (including any employee currently on layoff continuing to have recall rights) on March 5, 1989.

E. Any proven violations of this ARTICLE 1, SECTION 1.5 shall be subject to the grievance and arbitration provisions contained in ARTICLE 15 of this Agreement.

F. It is specifically understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement, may receive into and utilize within the retail markets, primal and sub-primal beef cuts. It is also understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement may receive into, and utilize within the retail markets primal and sub-primal veal, pork lamb and mutton.

G. The preceding paragraph provides that the Employer may receive into, and utilize within the retail markets, primal and sub-primal beef cuts. Such cuts are sometimes referred to as "boxed beef" and/or "block ready beef." It is therefore, specifically understood and agreed that the preceding paragraph permits the utilization within the retail markets of "boxed beef" and/or "block ready beef" which will include bone-in round, chucks, loins, ribs, tenders, briskets, flanks, course ground beef and other primal, sub-primal or available supplemental cuts including frozen multi-packs. It is further specifically understood and agreed that the Employer may receive into, and utilize within the retail markets, pre-fabricated primal and sub-primal veal, pork, lamb and mutton either bone-in or boneless, as such primal, sub-primal or supplemental cuts are available including frozen multi-packs.

ARTICLE 2 WAGES, HOURS AND WORKING CONDITIONS

SECTION 2.1: WAGE RATES:

A. Minimum Wage Rates:

1) The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX "A" and made a part of this Agreement. Any employee hired on or after March 1, 1998 at a rate above the minimum starting rate must be paid a wage corresponding to a rate published in the contract wage scale rather than on the basis of a rate

arbitrarily fixed by the Employer. Where the employee hired on this basis has no prior retail grocery experience, the employee shall not receive wage credit for hours or months of service corresponding to that higher starting rate, but shall progress based on actual length of service.

B. Past Experience:

1) An Employee shall receive full credit for past experience provided he/she returns to work for the same company and into the same classification.

2) When an employee is hired either full or part-time by the Employer or is being promoted from part-time to full-time, he/she shall be allowed to negotiate with the Employer to determine what past experience, if any, will be credited for wage purposes. Where the employee has prior retail grocery experience and a rate is established that is higher than the starting rate, the employee will receive credit and progress from that point in the manner (hours or months of service) established in Appendix "A." For purposes of establishing past experience credits, 1040 hours shall be equal to six (6) months of full-time employment.

SECTION 2.2: WORK WEEK/WORKDAY:

The basic workweek shall be forty (40) hours to be worked in any five (5) days from Monday through Saturday. Eight (8) hours shall constitute the basic workday, between 7:00a.m. and 9:00p.m., except for employees hired after May 12, 1974, whose basic workday is eight (8) hours worked at any time in any one (1) day. Daily hours shall be consecutive.

SECTION 2.3: SIXTH WORKDAY:

A. Time and one-half (1 ½) shall be paid to full-time meat employees for all work performed on the sixth (6th) day of a basic work week and the fifth (5th) day of a holiday week, except as modified in ARTICLE 4, SECTION 4.4 "New Year's Eve, New Year's Day, Thanksgiving Day, and Summer Holiday Operation Conditions."

B. Employees called to work on the sixth (6th) day of the basic work week or fifth (5th) day of a holiday week shall be paid a minimum of four (4) hours, provided employee is scheduled to start when the store opens for retail trade or where another employee is absent or unable to complete a work shift.

C. No employee shall be required to work on the sixth (6th) day.

SECTION 2.4: SCHEDULING OPTION:

All meat department employees shall have the option of working five (5) days (including Sunday at time and one-half (1-1/2) the regular rate of pay) with two consecutive days off during the week, or working six days. The Employer will use its best efforts to schedule the meat department based on such employee elections, subject to the Employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Meat department employees will make their scheduling elections four (4) times each year, to be effective for three (3) month periods. It is understood that no employee hired prior to May 1, 1983 may be required to work on Sundays.

SECTION 2.5: SUNDAY WORK:

A. Retail operation on Sundays, except Easter Sunday, shall be permitted and the following provisions shall apply:

B. Journeyman to be on duty for a minimum of eight (8) hours, on a voluntary basis, to be rotated among Journeymen within the individual market; provided, if the Employer determines there is at least one (1) eight (8) hour shift of wrapper work available on Sunday, such work shall be rotated among wrappers who volunteer before assigning to others. This provision is not required in markets where there are three (3) or less employees.

C. In the event there are not enough journeymen volunteers for Sunday work, the following steps shall be followed (in numerical order) to staff the meat department:

First Step: Apprentice Meat Cutter Volunteers

Second Step: Wrapper Volunteer

Third Step: Other than Journeyman Volunteers

Fourth Step: Outside Extra Journeyman Meat Cutters or Employer can run dry.

D. Application of Steps 2 through 4 shall apply to Volunteers qualified to perform the duties.

E. 1) Employees hired after May 1, 1983, may be required to work on Sundays.
2) No full-time Meat Department employee may be required to work in excess of forty six (46) Sundays in a calendar year.

F. Hours worked on Sunday shall not be part of the regular work week (Monday through Saturday).

G. The Employer shall not operate the store on Easter Sunday.

H. All work performed on Sunday shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

SECTION 2.6: OVERTIME PAY:

A. Regular Week: All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, except as otherwise provided in this Agreement.

B. Holiday Work and Overtime: All work after 12:00 midnight or before 5:00a.m. shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay. Hours worked on Easter, and Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

C. No Pyramiding: There shall be no pyramiding or duplicating of overtime payments and/or premium time pay on any day of the week including Sunday.

SECTION 2.7: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:

An employee taking the place of the Head Meat Cutter for one (1) week or more shall be paid the Head Meat Cutter rate for each full week of replacing the Head Meat Cutter.

SECTION 2.8: WORK SCHEDULES:

A. Posting Schedules: Subject to the provisions of SECTION 2.4, it is agreed the Employer will set up a schedule of work for the employees in the meat department which shall

be regular each week. Two (2) weeks' notice will be given to employees in the meat department if changes are required in the basic scheduled work week.

B. Apprentices: One (1) Apprentice may be employed for each two (2) Journeymen employed by the Company.

C. 1) Presently employed Journeymen and Apprentices who were scheduled to work for the six (6) weeks prior to February 22, 1971, cannot be required to work more nights than scheduled to work during that six (6) week period.

2) Presently employed Journeymen and Apprentices who were on the seniority list prior to May 12, 1974, shall not be required to work any more than two (2) nights per week with the exception of:

a) Those on a schedule for the six (6) weeks prior to February 22, 1971, as per Paragraph No. 1 in this SECTION C, or

b) Those employees scheduled on a rotating basis within each individual market.

3) The above guarantee will not restrict the Employer's right to lay off by seniority, and may be affected by the reduction of store hours. (Example: If an employee is working on Monday night and the store closes on Monday night, that portion of his/her guarantee is eliminated).

4) Any Journeyman or Apprentice employed after May 12, 1974, may be scheduled as many nights as necessary.

5) Wrappers employed prior to May 12, 1974, may not be scheduled more than two (2) nights per week. Any Wrapper beginning work after May 12, 1974, may be scheduled as many nights as necessary.

D. There must be one (1) employee on duty at all times the store is open for business except between the hours of 9:00 P.M. and 7:00 A.M. Markets that employ three (3) or less employees need not have an employee on duty after 6:00 P.M. and before 7:00 A.M. provided the Employer has no employee covered under the job protection provision of ARTICLE 1, SECTION 1.5 out of work due to a lay off. Employee is defined to mean a Head Meat Cutter, Journeyman Meat Cutter, Apprentice, Wrapper, Other Than Journeyman, Universal Employee or Retail Specialist in the case of self-service markets. This requirement will not apply to one (1) and two (2) person markets during meal periods.

E. Store-to-Store Schedule: If any employees are to be scheduled to work in more than one store, such assignments shall be given to junior employees on the basis of company seniority within the bargaining unit. In case of daily transfer from one store because of absenteeism or emergency, the junior employee in the store shall be utilized.

F. Extra Help:

1) No extra help of any kind shall be called to work unless for a full day except Other Than Journeyman employees who shall be scheduled for Sundays and the summer holidays when Journeyman, Apprentices or Wrappers are not available to work.

2) It is further agreed that part-time Other Than Journeyman employees may be scheduled Monday through Friday no earlier than 1:00 P.M., but anytime on Saturday. This does not apply to full-time. Other Than Journeyman employees shall be guaranteed a minimum of four (4) hours work or four (4) hours pay each day they are scheduled to work.

G. 8 Hours between shifts: The Employer will provide a minimum of eight (8) hours between scheduled shifts for all employees unless otherwise requested by the employee in writing.

SECTION 2.9: MINIMUM CALL-IN:

An employee who is called in to work outside of his/her regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except in the case where such employee is called in to replace someone who has called in sick or to replace someone who has not reported to work as scheduled.

SECTION 2.10: SPLIT SHIFTS:

No employee shall be required to work a split shift.

SECTION 2.11: EMPLOYEE BREAK TIME:

A. Rest Periods (Employer's Time):

1) All employees shall receive a paid rest period of (15) minutes for every three (3) hours worked not to exceed thirty (30) minutes in any work day of less than twelve (12) hours. Employees entitled to two (2) fifteen (15) minute paid break periods will continue to be allowed to take their breaks consecutively where the practice exists. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

2) Any employee who has worked a regular full day shift and is required to work overtime during a regular scheduled night operation shall be entitled to a twenty (20) minute supper period paid for by the Employer. No employee who is entitled to a paid supper period shall be required to take such supper period earlier than three and one-half (3-1/2) hours after conclusion of the employee's noon lunch hour.

B. Meal Periods (Employee's Time): Any employee who is employed at least six (6) hours in a workday shall be entitled to up to thirty (30) minutes for a meal period without pay.

SECTION 2.12: OTHER WORKING CONDITIONS:

A. Time Clocks: Where time clocks are installed, each employee shall, as a condition of employment, be required to "punch" his/her individual time card. Failure to properly punch time card shall be cause for discharge.

B. Meetings: When an employee is required to attend a meeting by the Employer, this time shall be considered as time worked.

C. Refusal to Work: No employee shall be discriminated against for refusal to work on his/her day off, provided qualified and experienced help acceptable to the Employer is available.

D. Uniforms and Equipment: No employee covered by this Agreement shall be required to pay for linen or dry cleaning, nor shall they be asked to furnish tools of the trade. In the event the Employer furnishes to the employees wash-and-wear uniforms and the employees accept same, the employees shall launder the uniforms. If a specific uniform or insignia is required by the Employer, that uniform will be provided by the Employer except for white shirts.

E. Payroll Records: A complete and correct record of all time worked by each employee and wages paid said employee shall be made by the Employer and record shall be made available to the representative of the Union upon demand.

F. Travel time and Mileage:

1) When an employee is required to travel from one store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than the rate specified by the IRS.

2) If an employee makes a delivery of product to a store or to a customer at the Employer's direction, such time will be considered as time worked and mileage will also be paid.

3) No employee will be required by the Employer to make a delivery to a store or a customer.

SECTION 2.13: WAGE-HOUR LAW COMPLIANCE:

Notwithstanding any other provision of these Articles of Agreement, no employee who is restricted under applicable wage-hour laws from working in excess of three (3) hours on any given shift shall be scheduled or assigned to work in violation of such legal restrictions.

ARTICLE 3
SENIORITY

SECTION 3.1: DEFINITION:

A. Seniority shall be separate between Journeymen, Apprentices, Wrappers and Other Than Journeyman.

B. 1) Seniority is defined as length of employee's service with the Employer within the bargaining unit, and shall apply as to layoffs and rehire throughout the operations of the Company covered by this Agreement. The Employee's seniority date is defined as the day the employee starts active employment for the Employer. In the event two (2) or more employees commence work on the same day, their seniority ranking will be determined by lot.

2) Head Meat Cutters selected from Journeymen covered by this Agreement shall be promoted and/or retained in that position irrespective of seniority as Journeyman, provided that any newly selected Head Meat Cutters will acquire this seniority protection after one (1) year of employment (including time as Journeyman Meat Cutter and as Head Meat Cutter) with the Employer. Only Journeymen shall be promoted to the classification of Head Meat Cutter. Head Meat Cutters shall accumulate seniority as Journeymen.

SECTION 3.2: APPRENTICES:

After 2080 hours of training, Apprentices shall be dovetailed into the Journeyman seniority list with retroactive credit for time worked as an Apprentice for the Employer.

SECTION 3.3: ACQUIRING SENIORITY:

A. Seniority within the individual store and with the Employer shall become effective thirty (30) days after the date of hire and shall then date back to the original date of employment.

B. Prior to the end of the thirty (30) day probationary period, the Employer may request in writing an additional thirty (30) day probationary period in the case of an employee found questionable by management. If the Union approves, an additional thirty (30) day probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert back to his/her original date of employment.

SECTION 3.4: APPLICATION OF SENIORITY:

A. Layoff and Rehire:

1) In case of layoff and rehire, Head Meat Cutters selected from Journeymen outside of the bargaining unit covered by this Agreement shall be entitled to only such seniority as is acquired in accordance with length of service with the Employer within the bargaining unit.

2) The last employee hired shall be the first laid off and the last employee laid off shall be the first reinstated, provided the employee involved is qualified to do the work available.

3) Apprentices with less than 2080 hours of service shall be laid off before a Journeyman.

B. Job Posting: If a Journeyman Meat Cutter is interested in prospective openings in a new store to be opened within the area covered by this Agreement, he/she will advise the personnel department in writing of his/her desire. Such requests will be honored in order of seniority provided the employees are qualified to perform the required work. If there is any problem concerning qualifications and/or store balance, the parties will meet to resolve such differences.

C. Promotions-Part-time Other Than Journeyman:

1) Part-time Other Than Journeyman will acquire seniority within that classification on a company-wide basis for purposes of promotion to full-time Other Than Journeyman vacancies. Seniority shall be accumulated without regard to the number of hours worked.

2) A part-time employee shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. An employee who so notifies the parties will be given preference in accordance with seniority for full-time employment, if qualified, for an available opening.

3) The Employer agrees that fifty percent (50%) of the full-time positions in the classification of Other Than Journeyman/Wrapper will be filled by promotion from such part-time Other Than Journeyman employees. The Employer may fill the remaining fifty percent (50%) of the positions from outside the bargaining unit or from within the bargaining unit without regard to seniority.

D. Reduction in Hours: A full-time employee who is unavailable for reasons of his/her own convenience, but who requests part-time work shall lose his/her seniority rights.

SECTION 3.5: TERMINATION OF SENIORITY:

An employee's seniority and employment shall be terminated if the employee;

A. quits;

B. is discharged for cause;

C. fails to return from any of the leaves of absence referenced in ARTICLE 7 of this Agreement, within the time limits contained therein;

D. fails to respond within ten (10) calendar days of the date notice to return is registered with the U.S. Postal Service, or;

E. is absent from the job for any reason, other than sickness or injury, for a period in excess of one (1) year. (Prime time part-time limit is ninety (90) days).

ARTICLE 4 HOLIDAYS

SECTION 4.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

B. There shall be no retail operation on Christmas Day or on Christmas Eve after 4:00 P.M.

C. No Employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 PM Christmas Eve.

D. When Christmas falls on Sunday, the store may be open the following Monday and, if open, shall be treated as a Sunday for purposes of scheduling and payment of wages.

E. The Employer may operate the stores on Memorial Day, Fourth of July, and Labor Day. The conditions for such operations are set forth in SECTION 5.4.

F. The Employer may operate its stores on Thanksgiving Day under the same premium and staffing conditions as New Year's Day if a major supercenter opens on Thanksgiving Day within the St. Paul Metropolitan Area and Vicinity (defined in SECTION 1.1.B).

G. The Employer may be open for continuous operations New Year's Eve through New Year's Day, under the conditions set forth in SECTION 4.4.

H. Personal Holidays:

1) All regular full-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be entitled to four (4) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

2) Regular part-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be entitled to one (1) personal holiday in addition to the six (6) nationally recognized holidays listed above.

3) Personal Holidays are scheduled by mutual agreement.

4) Employees who work on New Year's Day, Thanksgiving Day, or any of the summer holidays and who are otherwise eligible for holiday pay under this section, will have the option to exchange holiday pay for a floating holiday, to be utilized on the same basis as other floating holidays.

5) Part-time employees, excluding prime time part-time employees, will receive holiday pay for: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SECTION 4.2: COMPUTATION OF HOLIDAY PAY:

A. Full-time: All regular full-time employees shall be paid eight (8) hours times his/her straight time rate of pay for each of the listed holidays and personal holidays. In addition

to eight (8) hours of holiday pay for Christmas Day, full-time employees shall receive three (3) hours straight time holiday pay for Christmas Eve regardless of the day it falls on.

A regular part-time meat employee with less than ten (10) years of continuous service shall be compensated four (4) hours pay at his/her regular rate for the six (6) calendar holidays set forth in SECTION 4.1. Regular part-time meat employees with at least ten (10) years of continuous service will receive six (6) hours of holiday pay at their regular rate of pay for each recognized national holiday and personal holiday.

B. Eligibility For Holiday Pay: In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work his/her scheduled workday before and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness.

SECTION 4.3: HOLIDAY WORK WEEK:

A. 1) In weeks in which an entire day is celebrated as a holiday, the work week shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours. Those employees who are working under the four (4) day ten (10) hour schedules shall be scheduled to work three (3) day ten (10) hour schedules.

2) During a holiday week, if it is necessary to reschedule an employee on a four (4) day ten (10) hour work week to a five (5) day eight (8) hour schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.

B. If Christmas falls on any day except for Sunday the basic workweek for full-time employees shall be thirty-two (32) hours. When Christmas Eve falls on Sunday the preceding week shall be forty (40) hours and the following work week shall be thirty-two (32) hours.

C. When Christmas Eve falls on Sunday, the preceding work week shall be forty (40) hours and the following work week will be thirty-two (32) hours (thirty (30) hours for the four (4) day ten (10) hour scheduled employees).

SECTION 4.4: NEW YEAR'S EVE, NEW YEAR'S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:

A. 1) Work on New Year's Day and Thanksgiving Day shall be voluntary for all employees. Work on Memorial Day, Fourth of July and Labor Day (the "summer holidays"), shall be voluntary for all employees who were hired prior to May 2, 1983, and may be required for employees hired thereafter. The stores shall first be staffed by volunteers according to the following steps (in numerical order).

- a. Journeyman Meat Cutter Volunteers,
- b. Apprentice Meat Cutter Volunteers.
- c. Wrapper volunteers.
- d. Other Than Journeyman volunteers.
- e. Outside Extra Journeyman Meat Cutters or the Employer can run dry.
- f. Application of Steps c through e shall apply to volunteers qualified to perform the duties.

2) All employees who work on a summer holiday shall be paid straight time for all hours worked up to eight (8) hours in addition to holiday pay, if qualified, based on the holiday language set forth in SECTION 5.2 and 5.3. Hours worked on a summer holiday in excess of eight (8) hours shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay.

3) A full-time employee who works on a summer holiday shall receive time and one-half (1-1/2) for all work performed on the sixth (6th) day of the holiday work week. A full-time employee who does not work on a summer holiday shall receive time and one-half (1-1/2) for work performed on the fifth day of the holiday work week.

4) All regular full-time employees will receive premium pay (time and one-half) for hours worked after 6:00 p.m. on New Year's Eve, and hours worked on New Year's Day and Thanksgiving Day. Work performed on New Year's Day (after 6:00 PM on New Year's Eve and on New Year's Day), Thanksgiving Day and on the summer holidays shall be outside the basic work week.

ARTICLE 5 DEFINITIONS

SECTION 5.1: HEAD MEAT CUTTER:

The Head Meat Cutter shall be a qualified Journeyman Meat Cutter. He/she shall perform all of the duties of a Journeyman in the meat department. Because of the greater working skill and experience that the Head Meat Cutter must possess, he/she shall, in the performance of his/her work, direct the movement and operations of the other employees in the meat department.

SECTION 5.2: JOURNEYMAN:

A Journeyman is a skilled meat cutter who has either served his/her apprenticeship in accordance with the period of time as set forth in this Agreement or who has qualified as a skilled meat cutter. His/her duties shall consist of receiving, handling, cutting, selling, processing, wrapping and displaying of meat, poultry, sausage, seafood or fish; fresh, frozen, chilled or smoked.

SECTION 5.3: APPRENTICE:

An Apprentice is a person learning all the details in developing manual skill for performing, after a stated training period, the duties of a Journeyman Meat Cutter. In the course of his/her duties, he/she shall be under the supervision of a Journeyman or Head Meat Cutter.

SECTION 5.4: PRODUCTION CUTTING:

Only Journeyman and Apprentice Meat Cutters may perform production work commencing with the initial reduction of primal, sub-primal and / or supplemental cuts of all fresh or frozen meat department products including fish and seafood, (whether by use of saw, grinder, cuber, tenderizer, slicer, knife or other tools of the trade), through and including the boning, scraping and trimming of these products to reduce to retail cuts and the initial daily grind. Journeymen and Apprentices may also perform any other work in the Meat Department, and shall perform such work when assigned.

SECTION 5.5: WRAPPER:

A Wrapper is a person who may perform any work except that work specifically reserved for Journeyman and Apprentices. A Wrapper shall be paid the Other Than Journeyman rate and may be used at any time during the day or evening provided he/she is scheduled a minimum of eight (8) hours each day.

ARTICLE 6
VACATIONS

SECTION 6.1: VACATION ALLOWANCE:

A. An employee covered by this Agreement who has had one (1) year of service with said Employer or in said store shall receive one (1) week vacation with pay as of the employee's anniversary date of employment.

B. An employee with two (2) years of continuous service with said Employer shall receive two (2) weeks vacation with pay each year as of the employee's anniversary date of employment.

C. An employee with eight (8) years of continuous service with said Employer shall receive three (3) weeks vacation with pay each year as of the employee's anniversary date of employment.

D. An employee with sixteen (16) years of continuous service with said Employer shall receive four (4) weeks vacation with pay each year as of the employee's anniversary date of employment.

E. An employee with twenty (20) years of continuous service with said Employer shall receive five (5) weeks vacation with pay each year as of the employee's anniversary date of employment.

SECTION 6.2: COMPUTATION OF VACATION PAY:

A. Full-time: A full-time employee who has worked 1600 hours or more in his/her anniversary year shall be entitled to a full vacation period. If an employee works less than 1600 hours in an anniversary year, he/she shall receive one-tenth (1/10th) of a full vacation period for each 160 hours worked.

B. 1) Part-time (1040 hours and above): A part-time employee who works (including paid hours) 1040 hours during a twelve (12) month period from his/her anniversary date shall be entitled to a prorated vacation based on his/her straight-time rate of pay at the time of taking vacation.

2) Part-time (less than 1040 hours): Prorated vacation for a part-time employee working (including paid hours) less than 1040 hours per year shall be granted based on his/her average hours worked during his/her anniversary year. The maximum vacation in any year shall be three (3) weeks at twenty (20) hours pay per week.

C. Vacation pay to be paid on the average of hours worked in full work weeks worked in the previous calendar year, at the employee's present rate of pay.

SECTION 6.3: TERMINATION OF EMPLOYMENT:

Unless discharged for just cause, a full-time employee who has been employed six (6) months, but less than one (1) year and is permanently terminated shall receive vacation pay on the same prorated basis as set forth in SECTION 6.2.A.

SECTION 6.4: VACATION SCHEDULING:

- A. Vacations shall consist of consecutive working days.
- B. Vacation schedules in each store shall be posted by January 15, and vacations selected on the basis of seniority by March 1 of each year for the period from April 1 through the following March 31. The approved vacation schedule shall be posted in each store by April 1 of each year.
- C. An employee who fails to select vacation by March 1, will be placed at the bottom of the seniority list for the purpose of vacation selection.
- D. Employees who are eligible to take three (3) or more weeks of paid vacation per year shall be allowed to take up to a maximum of ten (10) days of such vacation in one (1) day increments. Employees who are eligible to take two (2), but less than three (3), weeks of paid vacation per year shall be allowed to take up to a maximum of five (5) days of such vacation in one (1) day increments. Requests to use these days must be made during the week prior to the posting of the two-week schedule for the period when the vacation is used. Requests made after the vacation posting period must be submitted in writing. These requests will be granted as mutually agreed to by the employee and the Employer, provided that the Employer's consent shall not be withheld simply because the day requested is a weekend day or would result in an extended weekend.
- E. If a holiday occurs during an eligible employee's vacation, the employee shall be paid an additional day's pay or given an additional day off with pay in addition to the vacation pay.
- F. Employees will be allowed to take individual days of paid vacation on Sundays, at the employee's straight time (base) rate of pay.

SECTION 6.5: VACATION PAY:

All employees shall receive their vacation pay at the time they take their vacation.

ARTICLE 7
LEAVE OF ABSENCE

SECTION 7.1: PERSONAL LEAVE OF ABSENCE:

A leave of absence not to exceed six (6) months may be granted by mutual agreement between the Employer, employee and the Union. All leaves of absence shall be requested and confirmed in writing. Failure to return at the end of a leave of absence shall result in loss of seniority and employment. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence and further, the Union may not unreasonably deny a requested leave of absence.

SECTION 7.2: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS:

A. In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year.

B. Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of three (3) years. The employee must be able to pass a physical examination upon return to work, if requested.

C. The employee shall advise the store manager of his intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.

D. In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

SECTION 7.3: FUNERAL LEAVE:

A. After completing the probationary period all employees, except prime time part-time employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, children, brothers, sisters, mother-in-law, father-in-law or grandchild. In the event of the death of a spouse or domestic partner, the employee shall be entitled to a maximum of four (4) days funeral leave and a one (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law or of any other relative living in employee's home at time of death.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. Funeral leave may be taken from the day of death through the day after the funeral. The employee must attend the funeral to be eligible for the leave.

C. The last day of the leave will be the day of the funeral; provided, however, that the last day of the leave can be the day after the funeral if the funeral was two hundred (200) miles or more from the employee's residence, and employees will not be entitled to pay for intervening scheduled days off.

D. Payment will not be made when death occurs while the employee is on vacation or leave of absence.

E. "Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section.

SECTION 7.4: JURY DUTY:

An employee shall immediately notify his/her Employer upon receiving a call for jury duty. When a full-time employee is required to serve on a petit jury, the Employer agrees to pay

the difference between jury pay and the employee's earnings for a forty (40) hour week at his/her straight-time rate of pay. Such an employee must report for work whenever his/her presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

SECTION 7.5: MILITARY SERVICE:

An employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

SECTION 7.6: FAMILY AND MEDICAL LEAVE ACT:

Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.

SECTION 7.7: S.P.U.R.:

The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority; however, a Department Head may not return to a Department Head position.

ARTICLE 8
HEALTH AND SAFETY

SECTION 8.1: HEALTH AND SAFETY CONDITIONS:

A. The Employer shall continue to make reasonable provisions for the health and safety of its employees in the store during working hours of their employment in accordance with the laws of the State of Minnesota.

B. The Employer will establish and publish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employee.

C. Where an employee is injured on the job and such accident is compensable under workers compensation, the Employer agrees to pay one hundred percent (100%) of the employee's regular straight-time rate of pay up to three (3) days. If workers compensation reverts to payment from the first day of injury, then the above mentioned one hundred percent (100%) will not be paid. An employee will be paid in full for the day they receive such compensable injury.

D. The Employer will comply with any local, state or federal regulations relative to the temperatures in the meat cutting rooms.

E. The Employer shall provide and completely stock first aid kits in all meat departments.

ARTICLE 9
DISCHARGE

A. No employee shall be discharged except for just cause.

B. The properly accredited officers or representatives of the Union and the Employer are authorized to settle any dispute arising out of a discharge. Grievances under Section 14.1 regarding discharge without just cause must be filed in writing with the Employer within fifteen (15) calendar days after the effective date of termination of the employee's employment. Failure to comply with this time requirement will result in the grievance being waived and not submitted to mediation or arbitration under Article 14.

C. Warning Notices And Discharge. In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing, with a copy to the Union.

ARTICLE 10
PICKETING

It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal picket line, nor shall an employee be disciplined or discharged for refusal to cross a legal picket line of a striking union when such picketing has the approval of the United Food and Commercial Workers International Union. The Union shall give forty-eight (48) hours notice in writing to the Employer of its intention to sanction or approve the picket line. It is further agreed that the Employer reserves the right to close his place of business if a legal picket line is established and it shall not be considered a violation of this Agreement.

ARTICLE 11
STRIKE-LOCKOUT

The Union agrees that during the term of this Agreement, there shall be no strike by the Union or its members. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 12
UNION-EMPLOYER COOPERATION

SECTION 12.1: UNION STORE CARD:

The Union agrees to issue a Union store card and/or window decals to the Employer under the rules governing Union store cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union store card and decals are, and shall remain, the property of said International Union and the Employer agrees to surrender said Union card and/or decals to the authorized representative of the Union on demand in the event of

failure by the Employer to observe the terms of this Agreement or the conditions under which said Union store card and/or decals are issued.

The Employer shall display such Union store cards and decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

SECTION 12.2: STORE VISITATION:

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business.

SECTION 12.3: ORIENTATION

A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any new hire orientation or as soon as possible during ongoing new employee training based on the staffing needs of the store.

SECTION 12.4: LABOR MANAGEMENT COMMITTEE:

A committee composed of representatives of the Union and the Employer shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. This language does not preclude the use of the normal grievance procedure contained in ARTICLE 14.

SECTION 12.5: FURNISH HELP:

Local 1189 will at all times endeavor to furnish reliable, competent help and further agrees to promote the best interests of the Employer at all times.

SECTION 12.6: UNION MEMBERSHIP AND EMPLOYERS:

No individual Employer shall be required to belong to the Union. However, no more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in a grocery and meat department. All others are to be members of the Union.

SECTION 12.7: SHOP STEWARDS:

The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the business.

SECTION 12.8: BULLETIN BOARD:

A space will be provided on a designated bulletin board in each store where official Union notices originating from the Union offices may be posted.

SECTION 12.9: STORE SECURITY:

The Employer will establish and publish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employee.

ARTICLE 13
VIOLATIONS OF AGREEMENT

The settlement of any one violation of this Agreement shall not constitute a waiver of the particular provisions violated or of any other provisions of this Agreement, and shall not constitute a waiver of any subsequent violation of any provision of this Agreement.

ARTICLE 14
GRIEVANCE AND ARBITRATION

SECTION 14.1: GRIEVANCE:

A. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with his/her immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.

E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.

F. 1) Employer Violations: Any Employer who intentionally violates any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours of employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.

2) No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in SECTION 14.2 and 14.3.

SECTION 14.2: MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of SECTION 14.1 may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota in an

attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 14. 1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.

SECTION 14.3: ARBITRATION:

A. If a dispute or discharge is not resolved by the provisions of SECTIONS 14.1 and 14.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

B. A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.

C. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

D. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.

E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

F. The decision of the Arbitrator shall be final and binding upon all parties to the dispute.

G. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

SECTION 14.4: LIMITATIONS ON ARBITRATOR:

The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

SECTION 14.5: TIME LIMITS:

The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.

ARTICLE 15
AUTOMATION

A. 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, sixty (60) days advance notice of such a change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice, but, in such case, the Employer will give as much advance notice as possible.

B. 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 permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with APPENDIX "C" attached hereto and made a part of this Agreement.

C. An employee shall be disqualified for severance pay in the event the employee:

1) Refuses retraining.

2) Refuses a transfer within the bargaining unit.

3) Voluntarily terminates employment.

ARTICLE 16
LEGAL ISSUES

A. Discrimination: No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union activities.

B. Conflicting Agreements: No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. No employee shall have his/her wage reduced who maybe paid over the minimum wage called for in this Agreement, nor shall any employee be reclassified to defeat the purpose of this Agreement.

C. Separability:

1) Nothing contained in this Agreement is intended to violate any Federal law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a Federal law, rule or regulation.

2) It is also understood that if a provision is deemed in violation by the final appellate court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fail, the matter will be subject to arbitration according to SECTION 14.3 of this contract.

D. It is agreed that the Employer shall comply with all state, city, county and federal laws.

E. No employee shall have his/her wages reduced to defeat the purpose of this Agreement.

ARTICLE 17 HEALTH CARE PLAN

SECTION 17.1:

A. The Employer agrees to make contributions to the United Food and Commercial Workers Union, Local 1189 and St. Paul Food Employers Health Care Plan on behalf of any full-time employee who has worked thirty-two (32) or more hours per week or averaged thirty-two (32) or more hours per week for the reporting period ("Full-time Contributions"). These hours are exclusive of hours worked on Sunday for those employees whose work week does not include Sunday, and exclusive of Holidays for all employees.

B. The Employer further agrees to make contributions to the Fund on behalf of any regular part-time employee (excluding bagger-carry-out/part-time maintenance employees and prime time part-time employees) working less than thirty-two (32) hours per week ("Part-time Contributions"). It is further agreed that if the aforementioned part-time employee works thirty-two (32) or more hours in any one week and averages thirty-two (32) hours or more per week for the reporting period he/she will have a full-time contribution made for any week he/she worked thirty-two (32) hours or more during that reporting period. The hours used to determine payments will be exclusive of hours worked on Sunday and Holidays.

C. No contribution should be made for bagger/carry-out/part-time maintenance unless such employee performs work which requires the part-time rate of pay as provided under SECTION 5.3 of ARTICLE 5 and who works on at least one day each week during the previous month which requires the part-time rate of pay, and in that case, the contribution to the Fund on behalf of such employee shall be required for each week the employee performed work which required the part-time rate of pay. No contribution shall be made for prime time part-time employees.

D. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

E. **It is agreed that in the event that net reserves (net of IBNR and all Liabilities) of the Fund fall below one and one half (1.5) months as of October 1, 2019 or in a month thereafter for the life of this agreement, then the Trustees will determine the needed plan design changes required to maintain a minimum of one and one half (1.5) months net reserves (net of IBNR and all Liabilities) at no additional cost for Employers. Eligible participants will be allowed to vote between either a plan reduction or participant contribution increases to maintain the plan and achieve the net reserves. Trustees will agree to implement the resulting changes.**

F. Live insurance (\$5000) and Accidental Death and Dismemberment benefit (\$1000) for all part-time employees who do not currently receive this benefit. Employer will contribute \$1.25 per month for those part-time employees with one (1) year of completed service and in classification for whom no Health & Welfare payment is currently made, effective January 1, 2020. (Note that employees who receive Health & Welfare benefits already have this benefit).

SECTION 17.2:

The schedule of contributions are as follows:

	<u>April 7, 2019</u>	<u>April 5, 2020</u>	<u>April 4, 2021</u>
FT	\$176.88/week	\$182.13/week	\$187.63/week
PT	\$ 65.48/week	\$ 67.73/week	\$ 70.25/week

	<u>April 7, 2019</u>
FT	\$20/week
PT	\$ 8/week

SECTION 17.3:

The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this Agreement at no contribution cost to employees. Benefits may be modified by mutual agreement of the board of trustees.

SECTION 17.4:

The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. It is agreed that the Trust Agreement shall be amended to provide: (1) subsidized retiree health insurance benefits consistent with the terms of the Letter of Understanding Regarding Retiree Health Insurance dated March 17, 2002; (2) conversion of participants' existing "grace weeks" to a "benefit bank" measured in dollars; (3) that part-time employees hired on or after March 5, 2005 shall become eligible for coverage only after one year of continuous service following the date of hire; (4) electronic transmission of Employer Contribution payments; and (5) a "best efforts" attempt by the Trustees to develop a mechanism for participating employees to self-fund accounts to be used for paying the costs of retiree coverage.

ARTICLE 18
RETIREMENT PLANS

SECTION 18.1: DEFINED BENEFIT:

A. Contribution Rate: Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, the rate of contribution for eligible meat

department employees during the term of this agreement to reflect the increased AUCR cost for the life of this CBA to \$234.81/month (the April 7, 2013 rate of \$272.00/month less \$37.19/month "excess contribution" amount equals \$234.81/month).

Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, the Employer will contribute \$234.81/month into the United Food and Commercial Workers International Union-Industry pension fund during the term of this Agreement for meat department employees and participating delicatessen employees who work an average of twenty-four (24) hours or more per [work] week [exclusive of Sunday].

B. Full-time Delicatessen: For the purposes of this SECTION 18.1, a participating full-time Delicatessen employee is defined as one who is regularly scheduled thirty-two (32) or more hours per [work] week [exclusive of Sunday] and was previously covered under this Agreement for purposes of pension contribution.

C. Trust Agreement: Payment to the United Food and Commercial Workers International Union Industry Pension Fund is conditioned upon the continued qualification of said plan under Internal Revenue regulations.

D. Eligibility For Pension: Contributions for new employees will not be paid until the first (1st) of the month following a full thirty (30) calendar days of employment.

E. Pension Maintenance of Benefits Reopener: At any time prior to the expiration of this Agreement, the Union shall have the right to re-open negotiations solely for the purpose of negotiating the amount of contributions to be paid to the pension fund; provided, however, that any increase in contributions to the pension fund shall not exceed the rate determined by the Board of Trustees in order to maintain the benefit schedule in effect as of March 5, 1989. For the purpose of SECTION 18.1E, the parties agree that the provisions of Article 11 shall not apply. The Union shall have the right to strike if a settlement cannot be achieved through negotiation.

SECTION 18.2: DEFINED CONTRIBUTION PLAN:

A. 1) The Employer will make the following contributions into the Local 1189 Defined Contribution Fund during the term of this Agreement for all bargaining unit employees (except part-time bagger/carry-out/maintenance and prime time part-time employees) for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week.

Regular Part-Time Meat Employees (averaging \$.58
less than 24 hours worked/[work]week [exclusive of Sunday])

Full-Time Meat Employees \$.45
and Regular Part-Time Meat Employees (averaging
24 or more hours worked/[work]week [exclusive of Sunday])

Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, the "excess contribution" as defined in Section 20.1 in the amount of \$37.19/month will be remitted to the UFCW Local 1189 Defined Contributions Fund (401A) on behalf of the same eligible meat department employees who are eligible for the meat pension contributions.

The above-referenced Fund will be jointly administered by the Union and participating Employers as provided in a Trust Agreement as it is developed by the parties and any amendments thereto.

2) No contribution shall be due to such Fund for any regular part-time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position for which a contribution to such Fund is required.

B. Effective February 28, 1999, all bargaining unit employees who are eligible under the Trust Agreement will be allowed to make pre-tax contributions into a 401K plan which shall be jointly administered by the Union and the Employers as provided for in a Trust Agreement which establishes such Plan. The Employer is bound to the Trust Agreement as it is developed by the parties and any amendments hereto. It is understood that the Employer shall have no obligation to make any contribution to such 401K plan, to match any employee contributions to such plan, or otherwise to fund that plan.

C. Employees who have completed their probationary period are eligible to make pre-tax contributions into a 401K plan.

ARTICLE 19 VACATION RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER

A. Seasonal vacation relief employees are those employees who work from May 1 through August 31, and/or November 1 through January 1. Such employees will be paid the applicable hourly wage rate but there will be no full-time health and welfare or pension contributions made on behalf of such employees. Such employees will not be eligible for holiday pay except for the July 4 holiday, provided that the employee is otherwise eligible pursuant to ARTICLE 4, SECTION 4.2D. Such relief employees are guaranteed forty (40) hours of work per week for eight (8) weeks during the May 1 – August 31 period, and for four (4) weeks during the November 1 – January 1 period. The Employer will give consideration to current qualified employees for opportunities during these periods.

B. 1) In the event that a full-time employee in the Meat Department is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee shall be paid at the beginning full-time rate applicable to the classification utilized and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.

2) A special waiver explaining the terms of employment in this situation will be signed by the employee and submitted to the Union.

C. The Employer may waiver any current part-time employee to full-time in meat for up to sixteen (16) weeks per calendar year. The employee will be paid at the appropriate full-time rate applicable to the classification utilized (Journeyman, Wrapper, Apprentice,) and will be scheduled for a minimum of forty (40) hours per week for each of the weeks the employee is on waivers. If such an employee is scheduled full-time in excess of the **sixteen (16)** weeks allowed under this provision, Full-time Contributions to the Health and Welfare and Pension funds will begin the first of that same month. The employee must sign a waiver agreement explaining the terms of this agreement. The Employer will notify the Union when an employee initially signs the waiver. The Employer will keep track of the weeks and classification(s) the employee

worked as a waiver employee and submit them annually to the Union. The sixteen (16) week waiver can be used for any 1 – 16 week period(s) throughout the calendar year and need not be used or scheduled consecutively. This waiver cannot be used in conjunction with any other waiver during the calendar year this waiver is in effect.

D. During the waiver/replacement period, the employee will not accrue any benefits other than the wage rate, except in the case of a bargaining unit employee who is reassigned from a position with the Employer in which that employee currently receives benefits as provided for under this collective bargaining agreement, in which case those benefits will continue to be paid.

ARTICLE 20 MANAGEMENT RIGHTS

The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement.

ARTICLE 21 SUCCESSOR

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees and may request, in addition thereto, another thirty (30) days in respect to any individual employee whom the Employer has reason to doubt his/her performance.

ARTICLE 22 DRUG AND ALCOHOL TESTING

A test for illegal drugs and/or alcohol may be conducted on employees who caused or contributed to accidents occurring during work time or on the Employer's property. Covered accidents include accidents that the employee caused or contributed to that involve:

1. Personal injury to employees or others which necessitates first aid and/or medical attention; and/or
2. Substantial damage to the Employer's property which may necessitate first aid and/or medical attention to employees or others.

Employees are expected to make themselves available for Employer-paid, post-accident testing. The Employer shall adopt drug and alcohol testing procedures which conform to Minnesota Statute § 181.950 and following which shall govern all drug and alcohol testing. Time spent in drug testing shall be paid at the employee's regular straight time rate of pay. Any employee who fails to report any work-related accident may be subject to disciplinary action, up to and including termination. Employees terminated for illegal drug and/or alcohol offenses who file a timely grievance and provide the Employer with a certificate of rehabilitation will be reinstated.

ARTICLE 23
TERM OF AGREEMENT

This Agreement and any Addendums shall take effect April 7, 2019 and shall continue in full force and effect through April 7, 2022 and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement, at which time either party desiring a change shall notify the other party in writing of the specific paragraphs or articles they are desirous of changing so that negotiations may be started as early as possible during the sixty (60) day notice period. All attached Appendices are made a part hereof.

DATED THIS 2 DAY OF July 2019

FOR THE EMPLOYER:

Name R. B. Kelly
Title PRESIDENT

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 1189

Name M. J. White
Title UFCW Rep

APPENDIX "A"
WAGE RATES

CLASSIFICATION MEAT

	Effective:	<u>Ratification</u>	<u>10/6/19</u>	<u>10/4/2020</u>	<u>10/3/2021</u>
<u>HEAD MEAT CUTTER</u>			\$26.47	\$26.72	\$26.97
<u>JOURNEYMAN</u>			\$25.80	\$26.05	\$26.30
<u>APPRENTICES</u>					
FIRST 1040 HOURS			\$22.50	\$22.50	\$23.00
1041 - 2080 HOURS			\$23.00	\$23.00	\$23.50
2081 - 3120 HOURS			\$23.50	\$23.50	\$24.00
3121 - 4160 HOURS			\$24.00	\$24.00	\$24.50
4161+ HOURS			\$26.20	\$26.75	\$27.35
OVERSCALE INCREASES	\$0.00		\$0.50	\$0.55	\$0.60

APPENDIX "C"
STORE CLOSING

The Employer and the Union agree as follows:

1) In the event the Employer permanently discontinues operations at a store whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.

2) A regular employee having four (4) or more years of continuous employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:

a. The employee voluntarily terminates his/her employment or is discharged for just cause prior to the date operations are discontinued; or

b. The employee is offered employment at the same location by a successor Employer or is offered employment at another location by the Employer or any other Company having a collective bargaining Agreement with these Unions or with another Union having a labor contract covering similar work in the Twin City Metro area; or

c. The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf, or

d. The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.

3) The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous employment in excess of four (4) but not to exceed a maximum of six (6) weeks' pay. Payment of severance pay shall be subject to any Federal or State withholding requirements.

4) For all purposes of this APPENDIX, a full-time meat employee is any employee who averaged more than (24) hours during his/her basic work week for the fifty-two (52) week period immediately preceding his/her termination of employment and continuous full-time employment shall mean employment as a regular full-time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's straight time hourly rate based on his/her average weekly hours worked during such fifty-two (52) week period.

5) Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid: Provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by a collective bargaining Agreement with these Unions, (or with another Employer having a labor contract covering similar work in the Twin City Metro area), or who accepts the collective bargaining Agreement in effect with these Unions.

6) Upon acceptance of his/her last payment of severance pay, an employee shall lose any and all seniority or recall rights or credit for previous experience under the collective bargaining Agreement with the Union.

7) The Employer shall continue contributions to the Health and Welfare Plan for four (4) weeks following the employee's termination of employment pursuant to ARTICLE 19 of the contract.

8) Except for unemployment compensation and vacation payments due under the collective bargaining Agreement, any payment received other than payments provided pursuant to this Agreement because of an employee's termination of employment shall be deducted from any severance pay made hereunder.

9) The Employer shall give two (2) week's notice in advance of discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.

10) In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

11) The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this Agreement or under any other collective bargaining agreement with the Union. In the event the provisions of any other collective bargaining agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

12) This Agreement shall expire one (1) year following the expiration date of the current collective bargaining agreement.

APPENDIX "D"

LETTER OF UNDERSTANDING
BY AND BETWEEN
THE PARTIES TO THIS AGREEMENT

During the negotiations for the 1992-95 Collective Bargaining Agreement, the parties eliminated any restrictions on the Employer scheduling meat department employees to work between the hours of 5:00 a.m. and 7:00 a.m. It was agreed, however, that it was the intent of the Employer to accommodate to the extent possible employees placed in a hardship position because of being unable to obtain child care between 5:00 a.m. and 7:00 a.m. by endeavoring not to schedule such an employee to work between these hours. Any employee scheduled between these hours who is placed in a hardship situation because of an inability to obtain suitable child care commitments shall substantiate that need for the Employer, and the Employer will endeavor to reschedule the employee such as by substituting another employee on the schedule for those particular hours. It is understood that the Employer retains the right to schedule employees to perform necessary work.

APPENDIX "E"

LETTER OF UNDERSTANDING
BY AND BETWEEN
THE PARTIES TO THIS AGREEMENT

During the negotiations for the 1992-95 Collective Bargaining Agreement, the parties converted to a weekly system of health and welfare contributions using the same language in ARTICLE 18 of that contract that is contained in the health and welfare language set forth in the Minneapolis Retail Grocery and Meat Contract. As a consequence, full-time contributions are only made on behalf of employees who work thirty-two (32) or more hours per week under the 1992-95 Agreement. In previous contracts, such contributions had been made on behalf of employees who averaged more than twenty-four (24) per week. The parties have agreed that should any full-time employee hired prior to March 1, 1992, covered by the Retail Meat Contract be scheduled to work more than twenty-four (24) but less than thirty-two (32) hours in a work week, the employee will still receive the full-time contribution specified in SECTION 19.2 of the 2005-08 Contract. Effective March 5, 1995, the average of thirty-two (32) hours per week during the reporting period as listed in SECTION 19.1 of the 2005-08 Contract shall be applied to employees covered by this Letter of Understanding by using the twenty-four (24) hour criteria.

LETTER OF AGREEMENT #1
JURISDICTIONAL COMMITTEE

It is hereby agreed by and between United Food and Commercial Workers, Local 789 Jurisdictional Committee and the St Paul Meat Industry Jurisdictional Committee, that the following meat products shall be allowed.

LAMB

Chops
Rack of Lamb
Lamb Stew
Leg of Lamb
(bone in-bone out)
Lamb Shoulder
(bone in-bone out)
Lamb Loin
(bone in-bone out)

VEAL

Ground Veal
Veal Slices
Veal Stew
Veal Shanks
Veal Cutlets
Chuck Rolls
(bone in-bone out)

PORK

Case Ready
Offal

No Meat Department employee on the seniority list of the Company on March 5, 1995, may be laid off or reduced in hours while utilizing the above mentioned products.

SIGNED AND DATED THIS ____ DAY OF _____ 1995.

St Paul Meat Industry Jurisdictional Committee

UFCW Local 789 Jurisdictional Committee

(For historical reference purposes only.)

LETTER OF AGREEMENT #2
JURISDICTIONAL COMMITTEE

It is hereby agreed by and between United Food and Commercial Workers, Local 789 Jurisdictional Committee and the St. Paul Meat Industry Jurisdictional Committee, that the following meat products shall be allowed.

Case Ready

Ground Beef

No Meat Department employee on the seniority list of Company on March 1, 1998, may be laid off or reduced in hours while utilizing the above mentioned products.

Signed and dated this ____ day of _____, 1998.

St. Paul Meat Industry Jurisdictional Committee

UFCW Local 789 Jurisdictional Committee

(For historical reference purposes only.)

March 9, 2008

LETTER OF AGREEMENT #3
MEAT JOB SECURITY

During negotiations for the March 9, 2008 through March 5, 2011 Collective Bargaining Agreement, the Union and Employer agreed as follows:

A. As a condition of the Employer's expanded right to sell any and all case-ready and pre-processed products as provided in ARTICLE 1, SECTION 1.5.C. of the Articles of Agreement, Employer agrees that no regular full-time or regular part-time Meat Department employee who has accrued seniority on Employer's seniority list as of March 9, 2008 (effective date of the new Articles of Agreement) may be laid off or involuntarily reduced in hours while the Employer retains the ability to utilize the case-ready and pre-processed products as provided above.

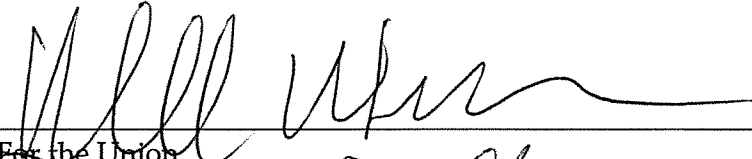
B. This provision shall have no application to: part-time employees having no seniority, retirees, "Sunday Only" employees, or employees working on "waivers" in the Meat Department.

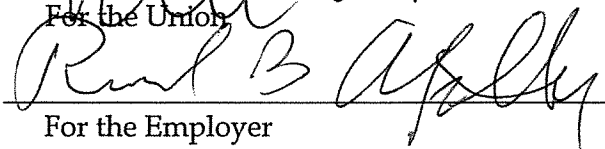
C. This provision shall have no application to layoffs or reduction in hours in the event of store closure or resulting from proven loss of business (excluding seasonal fluctuations), nor to cases of retirement, death, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probation period, or interruption of business due to "act of God."

APPENDIX "A"
WAGE RATES

CLASSIFICATION MEAT

Effective:	<u>Ratification</u>	<u>10/6/2019</u>	<u>10/4/2020</u>	<u>10/3/2021</u>
<u>HEAD MEAT CUTTER</u>		\$26.47	\$26.72	\$26.97
<u>JOURNEYMAN</u>		\$25.80	\$26.05	\$26.30
<u>APPRENTICES</u>				
FIRST 1040 HOURS		\$22.50	\$22.50	\$23.00
1041 - 2080 HOURS		\$23.00	\$23.00	\$23.50
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3121 - 4160 HOURS		\$24.00	\$24.00	\$24.50
4161 + HOURS		\$26.20	\$26.75	\$27.35
<u>OVERSCALE</u>				
<u>INCREASES</u>	\$0.00	\$0.50	\$0.055	\$0.60
<u>WRAPPERS</u>				
FIRST 1040 HOURS		\$13.68		
1041 - 2080 HOURS		\$14.66		
2081 + HOURS		\$20.39		
<u>OVERSCALE</u>				
<u>INCREASES</u>		\$0.50	\$0.55	\$0.60

/s/  7-2-19
For the Union Date

/s/  _____
For the Employer Date

dag/opeiu#12