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UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189

Festival Foods and Knowlan's Meat Department Agreement

April 10, 2022 through April 6, 2024

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Festival Foods and Knowlan's Meat Department  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189  
April 10, 2022 through April 6, 2024

**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 Knowlan's Supermarkets, Inc. dba Festival Foods and Knowlan's Meat Department, 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 all full-time and part-time employees 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. The Employer will be allowed to have up to one (1) employee per store, including Store Manager, outside the bargaining unit who may perform bargaining unit work.

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.

C. 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 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 CHECKOFF:**

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 meat department 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) and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale. 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. It is understood that grocery employees' work includes marking, stocking, displaying, and weighing when necessary of all pre-processed, fresh, frozen and smoked, meat, poultry, and fish, including receiving of meat products, fresh and frozen, the storage of all of the above mentioned products and the cleaning of cases. Grocery employees shall not be allowed to work in the processing areas of the meat department including wrapping or service case except as outlined in paragraph I. Part-time grocery employees are allowed to assemble already processed products into "value added" items in the meat department (i.e. Kabobs, hamburger patties, etc.). No grocery employee shall perform this work as long as any meat department employee hired before March 3, 2002 is on layoff or partial layoff without offering this work to the employee who is on the layoff who could perform this work at his or her normal rate of pay.

C. 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.

D. 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 their 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 D.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 I -SECTION 1.5 D), 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 1.5 D) shall not lose their recall rights for a period of one year.

E. 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.

F. 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.

G. 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.

H. 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.

I. 1). Universal employees and retail specialist employees will be allowed to perform all functions in the store, including the meat department, with the exception of those jobs specifically designated as Journeymen and Apprentice meat cutters. Universal employees and retail specialist employees may not perform work in the processing areas of the meat department, including wrapping or the service case, before 1pm Monday through Friday. Part-time grocery employees may work in the meat department including wrapping, waiting on the trade and filling all cases; These part-time employees may not work before 1pm Monday through Friday. (These duties for Universal employees, retail specialists and part-time grocery employees are in addition to the duties outlined in paragraph B). Meat employees: Journeymen, Apprentices, Wrappers and Other Than Journeymen, hired on or before March 9, 2008 will not lose hours or be removed from their historical schedule of hours because of the utilization of other employees in the meat department.

2). When only one (1) meat cutter is scheduled to work within the day, grocery employees will be allowed to work in the meat department before 1 pm. In the event two (2) or more meat cutters are to be scheduled within a given work day, grocery employees will not be allowed to start before 1 pm Monday thru Friday.

**SECTION 1.6: GENDER NEUTRAL REFERENCE:**

A. It is the intent of the parties to use gender neutral language throughout this agreement.

B. The Employer will provide an option for employees to identify their preferred pronoun on their uniform.

## **ARTICLE 2**

### **WAGES, HOURS AND WORKING CONDITIONS**

#### **SECTION 2.1: WAGE RATES:**

A. Minimum Wage Rates: 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.

B. Past Experience:

1) An employee shall receive full credit for past experience provided they return to work for the same company and into the same classification, with no more than a three year break in service. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

2) When an employee is hired from a different Employer or is being promoted from part-time to full-time, the employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be credited for wage purposes. Where a rate is established that is higher than the starting rate, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

3) A part-time employee who is promoted from a position where the part-time wage that is higher than the entry level wage rate for the new position or classification will be paid the nearest higher wage rate and will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

#### **SECTION 2.2: WORK WEEK/WORKDAY:**

A. The basic workweek for meat department employees 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. Daily hours shall be consecutive.

B. 1) The basic workweek for Senior Retail Specialist, full-time maintenance, and department head employees hired before March 9, 2008, will be forty (40) hours, to be worked in five (5) days, Monday through Saturday, exclusive of hours worked on holidays. The basic workweek for Senior Retail Specialist, full-time maintenance, and department head employees hired after March 8, 2008, will be forty (40) hours, to be worked in five (5) days, Sunday through Saturday, inclusive of hours worked on Sunday but exclusive of hours worked on holidays. The exception will be those employees who work less than forty (40) hours by mutual agreement between the Employer and the employee.

2) The basic work week for Retail Specialist and Universal employees will be forty (40) hours or more, to be worked in five (5) days Sunday through Saturday, inclusive of hours worked on Sunday but exclusive of hours worked on holidays. These employees shall be

scheduled to have two consecutive days off each week, except in those weeks affected by holidays.

C. Four Ten Hour Day Work week:

1) Optional, to be worked out with each Company.

2) Scheduling of a 4 - 10 hour day work week with two consecutive days off. The scheduling of four (4) ten (10) hour days shall be based on employee's interest and ability of Company to cover needed hours.

3) During a holiday week, if it is necessary to reschedule an employee on a four (4) 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.

**SECTION 2.3: SIXTH WORKDAY:**

A. Time and one-half (1-1/2) shall be paid to full-time meat employees, Senior Retail Specialists, and Retail Specialists 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 5, SECTION 5.4 "New Year's Eve, New Year's Day, Thanksgiving Day, and Summer Holiday Operation Conditions."

B. Meat department 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. The Employer may be open Easter Sunday provided the store is staffed entirely with volunteers.

B. Work on Sundays may be required for all employees with the exception of employees hired on or before March 15, 1971, or employees previously covered under the Industry Meat

Agreement and hired on or before May 1, 1983. No employee may be required to work more than forty six (46) Sundays.

C. No Senior Retail Specialist employee hired prior to March 1, 1998 or Meat department employee hired prior to ( ratification) who has regularly worked on Sundays and who requests to continue to work Sundays on a regular basis shall be displaced from working their historical Sunday schedule. To retain this guarantee, the employee must continue to be available for their historical Sunday schedule.

D. After scheduling the guaranteed Sunday hours, all remaining Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally between volunteers.

E. Rates of pay shall be as follows:

1) Straight time pay for:

a. All Senior Retail Specialists (including department heads) and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.

b. Retail Specialist, Universal employees, Regular Part-time, and Prime-time.

2) Straight time plus a \$ .50 per hour premium for:

a. All Courtesy Clerks.

3) Time and one-half (1-1/2) the straight time rate of pay for:

a. All Senior Retail Specialist employees (including department heads) and Full-time Maintenance employees hired or promoted from part-time before March 9, 2008.

b. All Meat employees (full and part-time).

## **SECTION 2.6: OVERTIME PAY:**

### **A. Regular Week:**

1) Five Eight-Hour-Day Work Weeks: 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) the employee's straight time rate of pay, except as otherwise provided in this Agreement. Employees who are asked and agree to work unscheduled hours beyond the eight (8) hours will waive the daily overtime provision for hours worked up to nine (9) hours in a day. The employee may adjust schedules later in the workweek to avoid weekly overtime. Such adjustments will be initiated by the Employer. The Employer will have the ability to send employees home if overtime is not authorized. After (9) hours, the ability to waive incidental overtime in exchange for time off becomes void and overtime will be paid on all time worked after eight (8) hours.

2) Four Ten-Hour-Day Work Weeks: All work performed in excess of ten(10) hours per day or forty (40) hours per week shall be paid for at one and one-half (1-1/2) the employee's straight time rate of pay, except as otherwise provided in this Agreement. Employees who are

asked and agree to work unscheduled hours beyond the ten (10) hours will waive the daily overtime provision for hours worked up to eleven (11) hours in a day. The employee may adjust schedules later in the work week to avoid weekly overtime. Such adjustments will be initiated by the Employer. The Employer will have the ability to send employees home if overtime is not authorized. After eleven (11) hours, the ability to waive incidental overtime in exchange for time off becomes void, and overtime will be paid on all time worked after ten (10) hours.

B. Holiday Work and Overtime: All 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. 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. All work performed by Meat employees after 12:00 midnight or before 5:00 A.M. shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

D. Sixth Day Time and one-half (1-1/2) shall be paid to all full-time employees for all work performed on the sixth (6th) day of a basic work week and the fifth (5th) day of a holiday week where the holiday is not worked by the employee.

E. 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:**

If an employee in a "head" position is gone for five (5) days or more (forty (40) hour work week), the employee filling in will receive the applicable "head" rate of pay but only in instances where the described additional duties have been assigned to the employee.

#### **SECTION 2.8: WORK SCHEDULES:**

A. 1) Posting Schedules: Schedules for all employees will be posted in each store by Friday noon for the following two (2) work weeks. Sunday schedules for all employees shall be posted two (2) weeks in advance.

2) When changes to the Employer's scheduling system allows them to post schedules in seniority order, the Employer will do so.

3) The Employer will email copies of work schedules to the Union upon request. When the Employer upgrades their scheduling software, they will regularly and routinely email electronic copies of all schedules, or schedule data to the Union, in a data format within the Employer's capabilities and preferred by the Union, on the day in which the schedules are due to be posted in stores.

B. Part-time:

1) The Employer shall provide the top twenty-four percent (24%) of the part-time employees in each store with a consistent day off, Monday through Thursday chosen by

seniority. An employee shall be allowed the opportunity to change their chosen day off by mutual agreement or at intervals of no less than six (6) months. Changes in the schedule will be held to a minimum consistent with efficient store operation and/or emergencies. This schedule shall also include the employee's meal period and days off. Part-time employees outside of the top twenty-four percent (24%) may request a consistent day off, Monday through Thursday, chosen by seniority. For part-time employees outside of the top twenty-four percent (24%) no request for a consistent day off will be unreasonably denied.

2) Regular part-time employees will be permitted to notify the Employer of their preferred hours within their stated availability and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling such Regular part-time employees. The Employer is not required to guarantee any particular preferred schedule of hours.

C. Apprentices: One (1) apprentice may be employed for each two (2) journeymen employed by the Company.

D. 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 E, 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 their 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.

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 SCHEDULED HOURS:**

A. An employee shall be guaranteed no less than four (4) hours of work each time they are scheduled to work or receive pay in lieu thereof except: (1) for an employee who may be restricted to shorter daily hours under state law, or (2) in cases where the employee requests fewer hours and the Employer agrees.

B. No employee shall be scheduled for less than fifteen (15) hours per work week, except those scheduled for the last working day of the week (Saturday), who shall be scheduled for not less than six (6) hours.

C. 1) At least twenty-four percent (24%) of the regular part-time employees in each store (excluding bagger/carry-outs/part-time maintenance), in order of part-time seniority, will be provided an opportunity to work schedules of at least twenty-six (26) hours or more per week. This percentage will be achieved within each store through attrition as hours become available.

2) A senior regular part-time employee may choose to be scheduled for less than twenty-six (26) hours by written request to the store manager.

D. None of the provisions of Paragraphs B and C of this SECTION 2.9 shall apply to prime time part-time employees.

**SECTION 2.10: MINIMUM CALL-IN:**

An employee who is called in to work outside of their 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 2.11: SPLIT SHIFTS:**

No employee shall be required to work a split shift.

**SECTION 2.12: 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 2.13: SCHEDULING RESTRICTIONS:**

A. Night work: It is agreed that no employee except for prime time part-time employees or those employees on the night stock crew shall be required to work more than three (3) nights per week.

B. Regular Part-Time Employees: Regular part-time employees may not be scheduled for more than five (5) days in any week on an involuntary basis, except in the case of weeks in which schedules are impacted by the occurrence of a holiday. Holidays affecting scheduling are Easter, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving, Christmas and New Year's Day. This provision shall not be interpreted to preclude regular part-time employees who wish to do so from working more than five (5) days in a week.

**SECTION 2.14: OTHER WORKING CONDITIONS:**

A. Time Clocks: Where time clocks are installed, each employee shall, as a condition of employment, be required to "punch" their 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 their 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. Employees, at the direction of the Employer, may be required to make a delivery using a company provided vehicle.

**SECTION 2.15: 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**  
**FULL-TIME/PART-TIME RATIOS**

The Employer must maintain a minimum total grocery bargaining unit workforce, ratio of Full-time to part-time, of 25%:75%; no less than 20% of the Employer's full-time grocery bargaining unit workforce will consist of full-time employees exclusive of Retail Specialist employees; the remaining 5% may be made up with Retail Specialist employees. Full-time waivers employees, if they are not current employees will not count in this ratio. Waiver, Prime-time and Courtesy Clerk employees are excluded from this ratio. Regular Part-time employees on Full-time waivers will be counted as Part-time.

Prime-time employees may not exceed a maximum of twenty (20) percent of the Employer's combined Part-time and Prime-time work force, companywide. The achievement and maintenance of the ratio described above is subject to an exception in the case of a store closing. In that case, the Employer's percentages may be adjusted by the actual loss of positions caused by that closing.

## **ARTICLE 4**

### **SENIORITY**

#### **SECTION 4.1: 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 4.2: 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 4.3: 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 their original date of employment.

C. Employees promoted from courtesy clerk to prime time or regular part-time will have a thirty (30) day probation period to demonstrate the ability to perform basic job functions. Employees who fail to perform basic job functions will be returned to their previous position and previous rate of pay without loss of seniority.

D. The employee's seniority date and classification will be posted in the appropriate location.

#### **SECTION 4.4: 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, they will advise the personnel department in writing of their 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 their own convenience, but who requests part-time work shall lose their seniority rights.

#### **SECTION 4.5: DEFINITION:**

A. 1) The employee's date of hire shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire.

2) Seniority shall be defined as length of continuous service within a classification with the Employer covered by this Agreement.

3) In the case of two or more employees starting active employment in a classification on the same day their seniority ranking will be determined by lot.

B. Grocery Department Seniority will be applied on the basis of the following classifications:

1. Assistant Manager/Head Stock
2. Head Produce Clerk
3. Head Cashier
4. Head Dairy/Frozen Clerk
5. Delicatessen Manager
6. Optional Department Head Positions
7. Senior Retail Specialist/Clerk (includes full-time maintenance)
8. Regular Part-time Employees
9. Senior Retail Specialist/Delicatessen
10. Senior Retail Specialist/Pharmacy Technician
11. Retail Specialist
12. Courtesy Clerks
13. Prime time part-time Employee
14. Senior Retail Specialist/Bakery (where applicable)
15. Bakery Manager (where applicable)
16. Universal Employee

**SECTION 4.6: APPLICATION OF SENIORITY:**

A. An employee's seniority date may change due to a change of classification, but a new probationary period is not required nor will the date of hire be changed for purposes of benefits.

B. Layoff and Rehire:

1) Senior Retail Specialist and Universal employees:

a. For layoff and recall purposes, Senior Retail Specialist and Universal employees shall have seniority with the Employer covered by this Agreement within the classifications set forth in SECTION 4.5 above. Provided further that employees who are promoted or hired into department head positions will be given seniority within the department head classification only after they have been in the department head position for eighteen (18) months with seniority to then date from their first day in the department head position. During the eighteen (18) month period the employee will retain protection of their classification from which they were promoted and will add seniority time in that classification during that period.

b. In the case of demotion from the department head position, the employee will be placed in the appropriate classification of Senior Retail Specialist or Universal position with their original seniority date in that position.

c. No Senior Retail Specialist or Universal employee may be laid off or reduced until such time as all less Senior Retail Specialist employees company wide have been previously laid off or reduced to regular part-time.

d. For layoff and recall purposes, Senior Retail Specialist and Universal employees shall be given preference over part-time employees and in keeping with the provisions of ARTICLE 3. A Senior Retail Specialist or Universal employee laid off in one store has the right to displace a more junior Senior Retail Specialist or Universal employee in the same classification in another store of the same Employer. The most junior Senior Retail Specialist or Universal employee has the right to move to the regular part-time classification. That employee who moves to the regular part-time classification will retain their Senior Retail Specialist or Universal seniority date for recall and vacation purposes. That former Senior Retail Specialist or Universal employee will have the number one priority for purposes of claiming regular part-time schedules pursuant to the scheduling priority provision of SECTION 4.6.C below. The Employer may reduce the employee's pay rate to the appropriate regular part-time pay rate in accordance with the employee's total hours worked.

e. A full-time maintenance employee who is subsequently promoted to Senior Retail Specialist or Universal Employee shall maintain their original full-time date for the purposes of lay-off and recall.

2) Retail Specialist:

a. For purposes of layoff and recall, Retail Specialists have company wide seniority among themselves. Retail Specialist seniority shall be based on date of placement into the Retail Specialist category.

b. In the event of a reduction in the work force at the store, Retail Specialists should be considered for layoff only after all prime time part-time employees at the store in question have been laid off. Thereafter, Retail Specialists may be laid off in reverse order of seniority as a Retail Specialist provided that no Retail Specialist employee shall be laid off before a less senior Universal employee is laid off.

c. A Retail Specialist who is laid off in one store has the right to displace a more junior Retail Specialist employee in another store of the same Employer. Laid off Retail Specialist employees shall have the right to bump or displace regular part-time employees in their store who are junior based on regular part-time seniority dates with the Employer.

3) Regular Part-Time:

a. For layoff and recall purposes, regular part-time employees shall have seniority within their store.

b. For lay off and recall purposes, regular part-time employees, excluding Courtesy Clerk employees, will be Company wide regular part-time seniority after five (5) years of employment as a regular part-time clerk. In the event of layoff, a regular part-time employee with five (5) or more years of employment will bump the most junior regular part-time employee with the Company.

c. In the case of layoff, a regular part-time employee has the right to bump Courtesy Clerk employees (and be paid the appropriate Courtesy Clerk rate) provided the regular part-time employee has greater total regular part-time and/or Courtesy Clerk seniority than the employee being bumped.

d. No regular part-time employee may be laid off until all prime time part-time employees in the store have been laid off.

4) Prime Time Part-Time (PTPT):

a. PTPT employees will be laid off first as a group within the store. The first PTPT to be laid off will be the most recently hired, without regard to grocery/delicatessen designation.

b. In the event of a reduction in the work force at one of the Employer's stores, all PTPT must be laid off before employees in any other seniority classification may be laid off.

c. Laid off PTPT employees shall have no right to bump or displace any other employee.

d. PTPT do not have seniority rights for any other purpose.

5) Courtesy Clerk Seniority: Courtesy Clerk employees shall acquire seniority for layoff and recall and as set forth in PARAGRAPH D.3, on a store-wide basis.

6) Pharmacy Technician: For purposes of layoff and recall, Nationally Certified Pharmacy Technicians shall be reduced in accordance with the language set forth for their classification as outlined in Section 4.5. For the purposes of scheduling hours in the pharmacy, employees who are employed as Nationally Certified Pharmacy Technicians shall have seniority among themselves and shall be designated as such on the Employers seniority list. The Pharmacy Technician classification shall be limited to those employees working in the Employer's pharmacy department who have obtained or are actively in training for national certification as a Pharmacy Technician.

C. Preference of Hours

If two (2) or more regular part-time employees are scheduled in the same store and the employee with less service is scheduled for more hours, the employee with the most seniority will have the right to claim the junior employee's full schedule. The claim must be made in writing to the store manager and the employee asserting the claim must be qualified to perform the duties involved. The schedule rights described in the first sentence above for senior part-time employees shall not apply to scheduled hours of "Summer Waiver" or vacation relief employees as described in ARTICLE 21 of this Agreement. When a regular part-time employee moves to the full-time classification, said employee will be given a new full-time seniority date which shall be the date that the employee first begins work as a full-time employee; such new full-time

seniority date shall not affect length of service with the Employer for purposes of determining vacation allowance as provided for in ARTICLE 7, SECTION 7.1.

D. Job Posting:

1) The Employer will post all full-time openings (excluding meat department and department heads) for bargaining unit positions and will promote from within the bargaining unit employees with six (6) months or more of seniority. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying. The Employer will, through the interview process, determine and select the most qualified candidate for the position. If the Employer determines that two (2) or more candidates for a particular position are equally qualified, it will select the most senior candidate. Notwithstanding, the provisions of this section, promotions and hiring into the department head classification will be within the discretion of the Employer.

2) Courtesy Clerk to Part-time: Courtesy Clerks shall have the option of notifying the Employer and the Union in writing of their desire to secure a part-time position. An employee who so notifies the parties will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store. The provisions stated in this paragraph shall not apply to part-time openings that occur in delicatessens which were previously covered by the area meat agreement.

3) Prime time Part-time to Regular Part-time: Prime time part-time employees may be considered to fill vacancies in regular part-time positions. Selection for such positions shall be at the Employer's discretion. In the event a prime time part-time employee is selected to fill a regular part-time vacancy, the employee will receive credit for total hours worked as prime time part-time employee only for purposes of determining wage progress.

E. Promotion to Department Head: The promotions or hiring into the department head classification will be within the discretion of the Employer. Demotion of department heads will be for cause.

**SECTION 4.7: EMPLOYEE TRANSFER:**

A. The Employer agrees to give an employee two (2) weeks' notice of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business.

B. The Employer will not transfer an employee as a means of discipline.

C. The Employer shall consider the circumstances of the affected employee in making the transfer decision.

D. If a regular part-time or bagger/carry-out/ part-time Maintenance employee is transferred by the Employer, they shall retain their accumulated experience for the purpose of acquiring and retaining seniority.

E. Retail Specialist employees hired prior to March 9, 2008, may be transferred to other stores by mutual agreement with the Employer. Retail Specialists hired after March 8, 2009 may be transferred at the Employer's discretion.

F. The Employer shall notify the union of the need to temporarily transfer full time and part time employees between Knowlan's stores and Festivals stores. These transfers shall be on a temporary basis not to exceed ninety (90) calendar days. Any extension of this limitation shall be by mutual agreement. Transfers shall be made only with those employees who volunteer. Festival employees transferring to Knowlan's stores shall maintain all benefits and wages. Knowlan's employees transferring to a Festival store shall maintain all benefits and be paid the applicable Festival wage rate.

**SECTION 4.8: 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 8 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 5**  
**HOLIDAYS**

**SECTION 5.1: HOLIDAYS DEFINED:**

A. The following days shall be recognized as holidays: New Years 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. 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.

E. 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).

F. The Employer may be open for continuous operations New Year's Eve through New Year's Day, under the conditions set forth in SECTION 5.4.

G. 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 and effective following ratification and thereafter, will after the second year of employment with the Employer, be entitled to two (2) personal holidays, in addition to the six (6) nationally recognized holidays listed above. Part-time floating holidays will be paid out to employees if not used within 1 year of the date earned.

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 5.2: COMPUTATION OF HOLIDAY PAY:**

A. Full-time: All regular full-time employees shall be paid eight (8) hours times their 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.

B. Part-time: A regular part-time grocery employee (less than thirty-two (32) hours), after ninety (90) days of employment, will receive four (4) hours of pay at their regular rate for the listed holidays irrespective of scheduled work days and also for one personal holiday. After one (1) year of service, Prime time part-time employees shall be eligible for holiday pay. A regular part-time meat employee with less than ten (10) years of continuous service shall be compensated four (4) hours pay at their regular rate for the six (6) calendar holidays set forth in SECTION 5.1. Regular part-time grocery and 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.

C. Courtesy Clerk and Prime Time Part-time: In the first year of employment, after ninety (90) days, Courtesy Clerk and Prime time part-time employees will receive holiday pay when the employee works the holiday. A Courtesy Clerk or Prime time part-time employee who has completed one (1) year of continuous service with the Employer shall be entitled to four (4) hours pay at their regular rate of pay for the six (6) listed calendar holidays. This pay is due irrespective of scheduled work days.

D. 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 their scheduled workday before and their scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness.

### **SECTION 5.3: 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 5.4: NEW YEAR'S EVE, NEW YEAR'S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:**

#### **A. Full-Time**

1) Work on New Year's Eve after 6:00 p.m., New Year's Day, Thanksgiving Day, and the summer holidays shall be strictly voluntary for all regular full-time employees. Holiday work shall be rotated among the volunteers. Work performed on the summer holidays and on New Year's (after 6:00 PM on New Year's Eve and on New Year's Day) and Thanksgiving Day shall be outside the regular work week.

2) All regular full-time employees who work on these holidays shall receive time and one-half (1-1/2) for work performed on the sixth (6th) day of the holiday work week. A Senior Retail Specialist, Universal Employee or Retail Specialist employee who does not work

on these holidays shall receive time and one-half (1-1/2) for work performed on the fifth (5th) day of the holiday work week.

3) 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.

4) Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8) in addition to holiday pay provided the employee is eligible for holiday pay based on the eligibility rules of this ARTICLE 5. Hours worked in excess of eight (8) on the summer holidays shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

B. 1) Work on New Year's Day and Thanksgiving Day shall be voluntary for all meat department employees. Work on Memorial Day, Fourth of July and Labor Day (the "summer holidays"), shall be voluntary for all meat department 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.

C. Regular Part-Time and Courtesy Clerks

1) Hired before May 15, 1983

a. Work on the summer holidays, Thanksgiving and New Year's shall be voluntary for all regular part-time and Courtesy Clerk employees. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers. In the event there are insufficient volunteers to staff the store, the Employer may schedule the required number of employees by reverse order of store seniority by classification.

b. No employee shall be required to work on more than one (1) of the three summer holidays per year. The required maximum of work on one (1) of the summer holidays is considered to be fulfilled by the employee whether the employee volunteers or is scheduled by the Employer under the reverse seniority system outlined above.

2) Hired on or after May 15, 1983

Any regular part-time and Courtesy Clerk employee hired on or after May 15, 1983, may be scheduled to work on the summer holidays, New Year's or Thanksgiving.

3) All part-time and Courtesy Clerks

a. Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers part-time employees will be scheduled by reverse seniority.

b. Work performed on the summer holidays and on New Year's (after 6:00 PM on New Year's Eve and on New Year's Day) and Thanksgiving Day shall be outside the regular work week for the purposes of "Minimum Scheduled Hours" and "Temporary Full-Time" as set forth in ARTICLE 2 of this Agreement.

c. Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8) in addition to holiday pay provided the employee is eligible for holiday pay based on the eligibility rules of this ARTICLE 5. Hours worked in excess of eight (8) shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

4) Prime time part-time

Prime time part-time employees will be scheduled according to Section 6.6.

## **ARTICLE 6** **DEFINITIONS**

### **SECTION 6.1: SENIOR RETAIL SPECIALIST:**

A. A Senior Retail Specialist employee shall be an employee who normally works thirty-two (32) hours or more per work week, for employees hired or promoted prior to March 9, 2008 these hours are and will remain exclusive of hours worked on Sundays or Holidays ("full-time"). Employees promoted to or hired as Senior Retail Specialists (including Department heads and Full-time maintenance who did not previously have Sunday outside of their work week) after March 8, 2009 will have Sundays included in their work week. At all times, a minimum of twenty percent (20%) of the Employer's total bargaining unit work force (as defined in ARTICLE 3) shall consist of Senior Retail Specialist, Full-time maintenance and Universal employees.

### **SECTION 6.2: UNIVERSAL EMPLOYEE:**

A Universal employee shall have a basic work week of forty (40) hours to be worked in any five (5) days, Sunday through Saturday, inclusive of hours worked on Sundays but exclusive of hours worked on holidays ("full-time"). Universal employees shall not be entitled to receive any premium pay for hours worked on Sundays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays. Universal employees may be scheduled and assigned on an interchangeable basis in grocery, delicatessen, bakery (where applicable), pharmacy (if nationally certified) or the meat department (as outlined in Section 1.5.I). Universal employees shall have seniority on a company wide basis and their seniority will be part of the Senior Retail Specialists classification for purposes of layoff and rehiring. Except as expressly written by this Agreement, Universal employees shall be treated as Senior Retail Specialists.

**SECTION 6.3: RETAIL SPECIALIST:**

A Retail Specialist employee shall be an employee who normally works thirty-two (32) or more hours per work week, Sunday through Saturday, inclusive of hours worked on Sundays but exclusive of hours worked on holidays ("full-time"). Retail Specialist employees shall not be entitled to receive any premium pay for hours worked on Sundays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays. Retail Specialist employees may be scheduled and assigned on an interchangeable basis in either grocery, delicatessen, bakery (where applicable), pharmacy (if nationally certified) or the meat department (as outlined in Section 1.5.I). For purposes of assessing the Employer's compliance with the 25% full-time requirements of ARTICLE 3 (ratio), Retail Specialist employees shall be counted on the same basis as Senior Retail Specialist, Universal employees and Full-time maintenance employees. Provided that the Employer has met its ratio obligations, there will be no limit to the number of Retail Specialists the Employer is allowed to utilize. Retail Specialist employees shall have seniority among themselves on a company wide basis for purposes of layoff and rehire.

**SECTION 6.4: REGULAR PART-TIME:**

A regular part-time employee shall be an employee who normally works less than thirty-two (32) hours per work week, exclusive of hours worked on Sundays or Holidays. Part-time employees may work more than thirty-two (32) hours without penalty to the Employer.

**SECTION 6.5: COURTESY CLERK:**

These employees may perform maintenance and cleaning in all areas inside and outside the store; clean and maintain all shelving, equipment and display cases (refrigerated and nonrefrigerated); remove cardboard from the shelf, case or display, and level product; collect and dispose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case thereafter, provided that this language shall not apply to those full-time employees whose primary duties are the performance of skilled or "hard" maintenance such as electrical repairs, refrigeration work, and provided further that none of these tasks may be performed by such employees in the store's meat production area (defined as any area in the meat department not accessible to the customer).

**SECTION 6.6: PRIME TIME PART-TIME:**

A. A prime time part-time employee shall be an employee who may work no more than twenty eight (28) hours per week and a minimum of twelve (12) hours per week (fewer, if mutually agreed upon) and three (3) hours per shift.

B. They are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks. These employees shall not be eligible for any benefits (e.g. health and welfare benefits, participation in retirement plans, etc.) specified in this agreement other than the rate of pay. Upon completion of the probationary period, these employees may make pre-tax contributions to the 401 (K).

C. These employees, after one (1) year of service, will be eligible for vacation pay (not to exceed three (3) weeks and holiday pay). These employees will not be eligible for health care or retirement benefits. After ninety (90) days, prime time part-time employees will receive holiday pay when the employee works the holiday.

D. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between grocery and delicatessen operations. For purposes of assessing the Employers compliance with ARTICLE 3 (ratio), prime time part-time employees do not count as part of the Employer's ratio. However, prime time part-time employees may not exceed a maximum of twenty (20) percent of the Employer's total combined part-time and prime time part-time work force company-wide. These employees will maintain their seniority date when moving from prime-time to regular part-time. They will be credited their hours accordingly. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this Agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the prime time part-time position.

**SECTION 6.7: NIGHT STOCKING CREW:**

Employees may be assigned to a night stocking crew provided, however, no Senior Retail Specialist employee hired prior to February 23, 1965, may be required to accept such assignment.

**SECTION 6.8: CLERK/MEAT STOCKER:**

A. Grocery employee's work includes ordering product that they stock, marking, stocking, displaying and weighing when necessary of all preprocessed, fresh, frozen and smoked, meat, poultry and fish, including receiving of meat products, fresh and frozen, the storage of all of the above mentioned products and the cleaning of cases. These employees shall not be allowed to work in the processing areas of the meat department including wrapping or service case except as outlined in Section 1.5.I.

B. No grocery employee shall perform this work as long as any meat department employee hired before March 6, 2005, is on layoff or partial layoff without offering this work to the employee who is on layoff who could perform this work at their normal rate of pay.

**SECTION 6.9: DEPARTMENT HEAD:**

Each Employer shall maintain a minimum of three Department Head positions in each of its stores. Each Employer shall have the option to designate a total of up to eight Department Head positions in each store, provided that the Employer must maintain and fill the basic five Department Head positions (i.e., Assistant Manager/Head, Produce Manager, Head Cashier, Dairy/Frozen Manager, Delicatessen Manager) within the store before it may fill any of the optional three Department Head positions provided for herein. No Employer shall be obligated to create any additional Department Head positions, beyond the minimum of three Department Head positions, by reason of these provisions. Where applicable, Employers with bakery departments covered under this agreement will be allowed an additional department head position for the Manager of that department.

Each Employer may designate for itself which positions or jobs it will recognize as one of the optional three Department Head positions for itself, recognizing that the positions so designated may vary from Employer to Employer and from store to store within an Employer's operations.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its optional Department Head positions, the incumbent employee will remain in that position and be promoted to Department Head status. The provisions set forth in SECTION 4.6.B.1(a) and (b) and SECTION 4.6.E with respect to the selection, seniority, demotion and retention of Department Heads shall continue to apply to all Department Head positions, including the three optional Department Head positions provided for herein.

Each Employer shall provide the local Union with two weeks' advanced notice of its intention to designate a position as one of the optional Department Head Positions. Notice to members shall be by store posting. This notice is intended to insure that the parties are aware of the Employer's actions and may identify any employee concerns which may arise. The requirement of notice does not reflect any requirement of local Union approval as a precondition to designating a Department Head position.

In those cases in which the Employer designates one or more optional Department Head positions as provided herein, then the maximum number of management trainees as specified in SECTION 4.6.C of the labor agreement shall be reduced from five (5) by one position for each optional Department Head position designated by the Employer.

#### **SECTION 6.10: PHARMACY TECHNICIAN:**

The Pharmacy Technician classification shall consist of employees working in the Employer's pharmacy departments who have obtained or are actively in training for national certification as a pharmacy technician. The Employer agrees to reimburse each pharmacy technician for any registration fee required to be paid as a condition of obtaining or maintaining certification as a Pharmacy Technician.

The Employer agrees to provide for national certification of employees within the Pharmacy Technician classification on the following basis:

- A. Upon successful completion of the certification examination, the employee's application/examination fee and the cost of necessary training materials will be reimbursed by the Employer. Only one examination fee will be reimbursed per person.
- B. Employees who have obtained certification will be entitled to receive an hourly "certification premium" of \$.75 per hour for so long as the employee remains certified
- C. Fees required to obtain recertification will be reimbursed by the Employer if recertification is obtained.
- D. Fees paid by the employee for attending required continuing education courses for renewal of certification will be reimbursed to the employee if recertification is obtained.

E. The Employer reserves the right to approve in advance and potentially limit the numbers of those employees who obtain certification at its expense, together with accompanying premium pay.

**SECTION 6.11: HEAD MEAT CUTTER:**

The Head Meat Cutter shall be a qualified Journeyman Meat Cutter. They 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, they shall, in the performance of their work, direct the movement and operations of the other employees in the meat department.

**SECTION 6.12: JOURNEYMAN:**

A Journeyman is a skilled meat cutter who has either served their apprenticeship in accordance with the period of time as set forth in this Agreement or who has qualified as a skilled meat cutter. Their duties shall consist of receiving, handling, cutting, selling, processing, wrapping and displaying of meat, poultry, sausage, seafood or fish; fresh, frozen, chilled or smoked, as further described in SECTION 6.13.

**SECTION 6.13: 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 their duties, they shall be under the supervision of a Journeyman or Head Meat Cutter.

**SECTION 6.14: 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 6.15: WRAPPER:**

A Wrapper is a person employed in a market engaged in the type of work activities described in SECTION 6.16. A Wrapper hired after May 1, 1986 shall be paid the Other Than Journeyman rate and may be used at any time during the day or evening provided they are scheduled a minimum of eight (8) hours each day.

**SECTION 6.16: OTHER THAN JOURNEYMAN:**

The Other Than Journeyman employee shall be an employee whose duties shall be the same as the duties of a Wrapper. The Employer shall not employ any Other Than Journeyman employees while the Employer has any Journeyman, Apprentices or Wrappers who are involuntarily laid off or working reduced hours.

**SECTION 6.17: WRAPPER/OTHER THAN JOURNEYMAN/UNIVERSAL EMPLOYEES/RETAIL SPECIALIST EMPLOYEES WORK ACTIVITIES:**

These employees are permitted to perform any work in the Meat Department except for those job duties expressly reserved for Journeymen and Apprentices, as described in SECTION 6.13. In addition, Wrappers, Other Than Journeymen, Universal Employees and Retail Specialist Employees may wait upon trade, and use the knife or slicers when necessary to finish a product already supplied by the Journeymen or Apprentices as in the sale to an individual customer. These employees' duties may also include portion cutting of fish fillets for traying purposes and fabricating and processing of all value added or specialty items. Wrappers and Other Than Journeymen ONLY may, after the initial daily grind, provide supplemental grind.

**ARTICLE 7**  
**VACATIONS**

**SECTION 7.1: 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 7.2: COMPUTATION OF VACATION PAY:**

- A. Full-time:
  - 1) Vacations for these employees will be computed on the basis of average hours worked per week with straight-time pay up to forty (40) hours and time and one-half (1-1/2) pay on those hours over forty (40).
  - 2) An employee in these classifications who has worked 1600 hours or more in their anniversary year of employment shall be entitled to a full vacation period with pay based on forty (40) hours. If the employee works less than 1600 hours in their anniversary year, they shall receive one-tenth (1/10th) of a full vacation for each 160 hours worked.

B. Part-time

1) Regular Part-time, Prime-time and Utility (1040 hours and above): A Regular Part-time, Prime-time or Courtesy Clerk employee who works (including paid hours) 1040 hours during a twelve (12) month period from their anniversary date shall be entitled to a prorated vacation based on their straight-time rate of pay at the time of taking vacation.

2) Regular Part-time, Prime-time and Courtesy Clerk (less than 1040 hours): Pro-rated vacation for a Regular Part-time, Prime-time or Courtesy Clerk employee working (including paid hours) less than 1040 hours per year shall be granted based on their average hours worked during their anniversary year. The maximum vacation in any year shall be three (3) weeks at twenty (20) hours pay per week.

3) Prime-time: Prime-time employees are eligible for vacation after one (1) year of employment.

C. Vacation Pay

Upon request, the Employer will pay vacation in advance of a full week scheduled vacation at the employee's current rate of pay.

**SECTION 7.3: TERMINATION OF EMPLOYMENT:**

A. Unless discharged for just cause, a full-time employee who is permanently terminated shall receive vacation pay on a prorated basis as specified in 7.2.D, provided they have been employed for more than one (1) year of continuous employment.

**SECTION 7.4: 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. Vacation scheduling in the meat department shall be done in two (2) rounds, each in seniority order. During the first round, no employee may select more than one week of vacation time before other meat department employees have had an opportunity to select. During the second round, each employee may schedule the entire balance of their vacation eligibility. Vacation scheduling will be done in rounds to ensure that, to the greatest extent possible, each employee will have an opportunity to schedule some vacation time during the summer months. The process of vacation scheduling historically observed by the Employer (i.e., either by store or company-wide) shall remain in effect. Vacations shall be scheduled during the summer months to the greatest extent possible.

E. Employees who are eligible to take two (2) or more weeks of paid vacation per year shall be allowed to take all of their vacation in half (1/2) or 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.

F. 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.

G. Employees will be allowed to take individual days of paid vacation on Sundays, at the employee's straight time (base) rate of pay.

H. The Employer will respond to vacation written requests outside of the posting period within seven (7) calendar days.

#### **SECTION 7.5: VACATION PAY:**

All employees shall receive their vacation pay at the time they take their vacation. Employees may donate vacation pay in one (1) week increments to a co-worker in need. The donation is for the dollars only. The Employee receiving the vacation dollars must be currently off work. The check will be subject to all regular taxes. If more than one (1) Employee donates, there will be a separate check for each week donated.

### **ARTICLE 8** **LEAVE OF ABSENCE**

#### **SECTION 8.1: 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 8.2: 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 8.3: BEREAVEMENT 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 grieve, arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employee's spouse, parents, step-parents, grandchildren, brothers, sisters, mother-in-law, father-in-law or grandparents. In the event of the death of a spouse, domestic partner or children (child, step-child, adopted child, foster child and legal guardian's child), the employee shall be entitled to a maximum of four (4) days bereavement leave.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance.

C. One (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative living in the employee's home at time of death.

D. "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; 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 8.4: JURY DUTY:**

An employee shall immediately notify their 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 their straight-time rate of pay. When a "top 24%" part-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's average weekly earnings, exclusive of Sundays. Such an employee must report for work whenever their 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 8.5: 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 8.6: 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 8.7: S.P.U.R. (Special Project Union Representative):**

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. The Union will provide a 30 day notice to the Employer. 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 9**  
**HEALTH AND SAFETY**

**SECTION 9.1: HEALTH AND SAFETY CONDITIONS:**

A. Commitment to Safety

1) The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard.

2) The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

3) The Employer will establish 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.

B. Safety Training

1) The Employer will provide employees with orientation and training including any relevant training for equipment, products, or chemicals necessary to perform their jobs safely.

2) The Employer agrees to pay employees for attending such orientations and training.

C. Protective Equipment

1) The Employer will furnish, at its expense, all safety and protective equipment required for the protection of employees.

2) The Employer will provide cashiers with an ergonomic chair or stool for a bona fide ADA accommodation. Where employees stand regularly, the Employer will provide and maintain anti-fatigue mats.

D. Safety Meetings

1) Safety committee meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and outcomes will be posted in-store for all store employees to review and provide feedback.

2) If a store has a Union steward available, the Employer will have them participate in regular safety meetings; if there is no steward available, at least one Union member will participate. Employees shall be paid for any time spent in safety meetings.

**SECTION 9.2: WORKERS COMPENSATION:**

Where an employee in any meat classification 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.

**SECTION 9.3:**

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

**SECTION 9.4:**

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

**SECTION 9.5: PANDEMIC LANGUAGE:**

When a pandemic has been declared and an employee is required to quarantine, should some or all of the time be unpaid, the Employer agrees to make Employer health care contributions to cover said quarantine and the Employer's responsibility with respect to these payments shall not exceed a total of two (2) weeks per calendar year. It is understood that an employee must use their accrued vacation, if available, to reach the minimum threshold of hours, or get as close as possible to the minimum threshold if vacation is insufficient to reaching the threshold, in order for the Employer to make an Employer health care contribution. The minimum threshold shall be defined as thirty-two (32) hours for full-time employees and thirty (30) hours for part-time employees. The Employee will be responsible for paying their employee health care contribution to cover their quarantine from future earnings after they have returned to work.

**ARTICLE 10**  
**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 15.1

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 15.

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 11** **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 12** **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 13** **UNION-EMPLOYER COOPERATION**

### **SECTION 13.1: 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 13.2: 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 13.3: 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 15.

**SECTION 13.4: 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 13.5: 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 13.6: 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 13.7: 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 13.8: 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.

**SECTION 13.9: BARGAINING COMMITTEE MEMBERS:**

All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including: health insurance, pensions, and vacation benefit calculations.

**ARTICLE 14**  
**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 15**  
**GRIEVANCE AND ARBITRATION**

**SECTION 15.1: 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 their 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 15.2 and 15.3.

**SECTION 15.2: MEDIATION:**

Any discharge or dispute that cannot be resolved under the provisions of SECTION 15.1 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 15. 1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration. By mutual agreement, Federal Mediation and Conciliation Services (FMCS) may be utilized instead of the Bureau of Mediation Services.

**SECTION 15.3: ARBITRATION:**

A. If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, 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 15.4: 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 15.5: 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 16** **SHELF STOCKING**

The Employer shall be allowed to utilize suppliers, vendors and salesmen to stock products that they represent, stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers, i.e., perishable specialists in perishable departments, grocery specialists in grocery departments, etc., for the purpose of doing resets. All other products will be stocked by members of Local 1189 only, except that one (1) non-bargaining unit employee as outlined in Section 1.1 Recognition and Employer supervisors/merchandisers may perform bargaining unit work without limitation.

As a condition of this Article, the participating Employer agrees for the duration of the collective bargaining agreement that there shall be no lay off or reduction in hours of any full-time employee, or for the 24% most senior part-time employees as of March 6, 2005 on the Employer's seniority list, a reduction of scheduled hours below twenty-four (24) per week. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall lose its right to operate under the terms of this Article. It is understood and agreed that this provision regarding layoffs or reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, 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 probationary period, interruption of business due to "act of God," or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, "Sunday-only" employees, or employees working on waivers.

#### **ARTICLE 17** **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 18** **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 their wage reduced who may be 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 15.3 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 their wages reduced to defeat the purpose of this Agreement.

**ARTICLE 19**  
**HEALTH CARE PLAN**

**SECTION 19.1:**

A. 1) 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.

2) In reporting periods where the full-time employee does not average thirty-two (32) or more hours per week (as defined above), a part-time contribution will be paid by the employer for the weeks where the employee's hours are below thirty-two hours, unless otherwise required.

B. 1) The Employer further agrees to make contributions to the Fund on behalf of any regular part-time employee (excluding Courtesy Clerk employees and prime time part-time employees).

2) Part-time eligibility: Regular and OTJ Part-time employees who "Opted in" (elected coverage) and were grandfathered (during the 10/4/2014 qualification period) for coverage effective January 1, 2015 AND/OR those who average thirty (30) or more hours (as determined during the 12 month measurement period) and who "Opt in"/elect coverage and employee contributions.

C. No contribution should be made for Courtesy Clerks unless such employee performs work which requires the part-time rate of pay as provided under SECTION 6.3 of ARTICLE 6 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. Life insurance (\$5,000) and Accidental Death and Dismemberment benefit (\$1,000) 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 year of completed service and in classifications for whom no Health & Welfare payment is currently made, effective January 1, 2020. (Note that employees who receive Health and Welfare benefits already have this benefit).

E. 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.

**SECTION 19.2:**

Weekly Contribution	Employer	Employee
Pre 4/10/2022 Full-Time	\$187.63	\$20
4/10/2022 Full-Time	\$206.39	\$20
4/9/2023 Full-Time	\$227.03	\$20
Pre 4/10/2022 Part-Time	\$70.23	\$8
4/10/2022 Part-Time	\$77.25	\$8
4/9/2023 Part-Time	\$84.98	\$8

**SECTION 19.3:**

The Employer agrees to make Full-time Health and Welfare contributions for full-time employees who work thirty (30) or more hours during the week only if the employee is on a four (4) day ten (10) hour regular schedule.

**SECTION 19.4:**

A. 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. Benefits may be modified by mutual agreement of the board of trustees.

B. 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.

**SECTION 19.5:**

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 20**  
**RETIREMENT PLANS**

**SECTION 20.1: DEFINED BENEFIT PLAN/GROCERY:**

A. The Employer will make the following hourly contributions into the Milwaukee Area Retail Food Clerks Pension Fund during the term of this Agreement for all hours worked up to and including forty (40) hours per week.

	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>
Senior Retail Specialists, Retail Specialists, Universal and Full-Time Maintenance Employees	\$1.81	\$1.82	\$1.83
Regular Part-Time Employees (except Courtesy Clerks and prime time part-time employees)	\$0.80	\$0.805	\$0.81

The above-referenced fund will be jointly administered by the Union and participating Employers as provided in a trust agreement establishing the fund.

B. No contributions to any retirement plan shall be made by the Employer for any employees off the job for any reason other than the above mentioned holidays and vacation periods. Effective March 1, 1998, no contribution shall commence for any part-time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position in which a defined benefit plan contribution is required.

C. Purpose of Fund: Said pension fund shall be used to provide pension benefits for eligible employees of the Employer as provided in a pension plan, the terms and provisions of which are to be agreed upon by the trustees of the fund, said pension plan shall, among other things, provide that all benefits under the plan and costs, charges and expenses of administering the plan and all taxes levied or assessed upon or in respect of said plan or trust or any income therefrom shall be paid out of the pension fund.

D. Trust Agreement: The Employer hereby agrees to execute and be bound by the existing trust agreement or joinder agreement covering the aforesaid fund and any amendments thereto, without delay.

E. Other Plans: It is agreed by and between the parties hereto, that when the Employer begins contributions to the pension fund, those employees covered by this Agreement shall automatically cease to participate in the Employer's retirement plan then in effect.

F. Notwithstanding the foregoing paragraphs of this Section 20.1, at any time during the term of this Agreement (or any extension thereof), the Employer may unilaterally withdraw from the Milwaukee Area Retail Food Clerks Pension Fund. The withdrawal shall be effective after 30 calendar days advance notice to the Union and to such Pension Fund. The Employer shall make

contributions to a replacement retirement vehicle in the same amount as the contributions required under the Cub Gold CBA, Section 20.2 for clerks.

Within the 30-day notice period and thereafter, the Union and Employer may negotiate concerning the identity of the replacement retirement vehicle. In the event agreement is not reached concerning the identity of the replacement retirement vehicle before the end of the calendar month immediately following the Employer's withdrawal date, the Employer shall, on or before the 20th day of the following month (and each month thereafter), make the required replacement contribution to the Local 1189 Defined Contribution 401(a) Fund as the replacement retirement vehicle. Except as specifically provided in this paragraph, the Union has waived all rights to bargain concerning the Employer's withdrawal from the Milwaukee Area Retail Food Clerks Pension Fund and the effects thereof, and has waived the right to strike over any issues remaining for bargaining under this paragraph, during the duration of this Agreement and any extension thereof.

**SECTION 20.2: DEFINED BENEFIT: MEAT DEPARTMENT**

A. 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 decreased AUCR cost for the life of this CBA to \$234.81/month (The April 7, 2013 rate of \$272/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]*.

Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, the "excess contribution" 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. It is understood that should the Trustees of the National Pension Fund determine that the AUCR cost will increase in a manner that causes an increase in the Employer's required contributions to the Fund, then the full "excess contribution" amount of \$37.19 per month to the UFCW Local 1189 Defined Contributions Fund (401A) will revert back to the National Pension Fund to offset any amount of increase in the Employer's required monthly pension contribution effective at the same time that the increased pension contributions are effective.

B. Full-time Delicatessen: For the purposes of this SECTION 20.2, 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 20.2E, the parties agree that the provisions of Article 12 shall not apply. The Union shall have the right to strike if a settlement cannot be achieved through negotiation.

**SECTION 20.3: 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 Courtesy Clerks 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.

	4/7/2019
Full-Time Grocery Employees	\$.10

Regular Part-Time Grocery Employees and Regular Part-Time Meat Employees (averaging less than 24 hours worked/[work]week [exclusive of Sunday])	\$.58
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Full-Time Meat Employees and Regular Part-Time Meat Employees (averaging 24 or more hours worked/[work]week [exclusive of Sunday])	\$.45
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Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, the "excess contribution" as defined in Section 20.2 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.

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. Notwithstanding the terms of this SECTION 20.3, the Employer's obligation to make contributions to any retirement plans or funds other than the Milwaukee Pension Plan in effect at the time of ratification of this Agreement shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.

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

## **ARTICLE 21**

### **VACATION RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER**

A. Employees hired or scheduled in the grocery department for vacation relief purposes and working thirty-two (32) hours or more per week from May 1 through the Saturday after Labor Day shall not have payments made on their behalf as required for those employees averaging thirty-two (32) hours or more per week. Such relief employees are guaranteed forty (40) hours of work per week for eight (8) weeks during this period. The Employer will give consideration to current qualified employees for opportunities during this period. If such an employee is retained on such a schedule after that period of time a contribution to the Pension fund will be made in September based on hours worked in August. Contributions to the Health and Welfare fund will start September 1.

B. Seasonal vacation relief employees in the meat department are those employees who work from May 1 through the Saturday after Labor Day, 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 5, SECTION 5.2D. 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.

C. 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.

D. The Employer may waive any current part-time employee to full-time in either grocery or 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, Universal employee, Senior Retail Specialist) 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 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.

E. 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 either the current Meat or Grocery collective bargaining agreement, in which case those benefits will continue to be paid.

## **ARTICLE 22**

### **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 23**

### **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 their performance.

**ARTICLE 24**  
**DELICATESSEN EMPLOYEES**

The parties agreed in negotiations to cover all full-time and part-time Delicatessen Employees under the area grocery contract including all wages, hours and working conditions. The parties further agree to dovetail seniority with the seniority of the Delicatessen Employees covered under the area grocery contract however full-time Delicatessen Employees covered under the preceding area meat contract will continue to have pension contributions made on their behalf into the United Food and Commercial Workers International Union-Industry Pension Fund as set forth in ARTICLE 20.2 of this contract.

**ARTICLE 25**  
**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 26**  
**TERM OF AGREEMENT**

This Agreement and any Addendums shall take effect upon Ratification, and shall continue in full force and effect through April 6, 2024, 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.

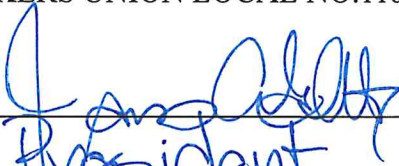
DATED THIS 1<sup>st</sup> DAY OF February, 2023.

FOR THE EMPLOYER:

Name   
Title VP, Human Resources

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO.1189

Name   
Title President

**APPENDIX “A”**  
**WAGE RATES**

	10/3/2021	4/10/2022	4/9/2023
Asst Mgr/Head Stock	\$27.27	\$28.77	\$29.77
All Other (Non-Meat) Dept Heads	\$26.87	\$28.37	\$29.37
Head Meat Cutter	\$28.02	\$29.52	\$30.52
Journeyman	\$27.35	\$28.85	\$29.85
Overscale Increases		\$1.50	\$1.00
Apprentices	10/3/2021	4/10/2022	4/9/2023
First 1040 Hours	\$22.50	\$22.50	\$22.50
1041 – 2080 Hours	\$23.00	\$23.00	\$23.00
2081 – 3120 Hours	\$23.50	\$23.50	\$23.50
3121 – 4160 Hours	\$24.00	\$24.00	\$24.00
4161+ Hours	\$27.35	\$28.85	\$29.85
Overscale Increases	\$ .60	\$1.50	\$1.00
Senior Retail Specialists	10/3/2021	4/10/2022	4/9/2023
	\$25.83	\$27.33	\$28.33
Overscale Increases		\$1.50	\$1.00
Universal Employees	10/3/2021	4/10/2022	4/9/2023
Start – 1 Year	\$17.23	\$17.23	\$17.23
1 – 2 Years	\$18.23	\$18.23	\$18.23
2 – 3 Years	\$19.23	\$19.23	\$19.23
3+ Years	\$23.43	\$24.93	\$25.93
Overscale Increases	\$ .60	\$1.50	\$1.00
Wrappers Hired After 5/1/1986 & Other Than Journeyman	10/3/2021	4/10/2022	4/9/2023
0 – 1040 Hours	\$14.66	\$17.00	\$17.00
1041 – 2080 Hours	\$15.66	\$17.50	\$17.50
2081 – 3119 Hours	\$17.00	\$18.00	\$18.00
3120 – 4158 Hours	\$18.00	\$18.50	\$18.50
4159 – 6239 Hours	\$19.00	\$19.50	\$19.50
6240+ Hours	\$22.64	\$24.14	\$25.14
Overscale Increases	\$ .60	\$1.50	\$1.00
Retail Specialists	10/3/2021	4/10/2022	4/9/2023
0 – 1040 Hours	\$12.75	\$17.00	\$17.00
1041 – 2080 Hours	\$13.25	\$17.50	\$17.50
2081 – 3120 Hours	\$13.80	\$18.00	\$18.00
3121 – 4160 Hours	\$14.05	\$18.50	\$18.50
4161 – 4680 Hours	\$15.00	\$19.00	\$19.00
4681 – 5200 Hours	\$16.00	\$19.50	\$19.50
5201+ Hours	\$19.65	\$21.15	\$22.15
Overscale Increases	\$ .60	\$1.50	\$1.00

Courtesy Clerks	4/4/2021	4/10/2022	4/9/2023
Hire	\$10.50	\$10.50	\$10.50
After Probation	\$10.60	\$10.60	\$10.60
6 Months	\$10.75	\$11.00	\$11.00
12 Months	\$11.00	\$11.25	\$11.25
18 Months	\$11.30	\$11.55	\$11.55
24 Months	\$11.80	\$12.80	\$13.65
Overscale Increases	\$.40	\$1.00	\$.85
Regular Part-Time/Prime Time Part-Time	4/4/2021	4/10/2022	4/9/2023
0 – 520 Hours/Youth 520 Hours	\$9.85	\$10.25	\$10.25
521 – 1040 Hours/Youth 520 Hours	\$10.35	\$10.35	\$10.35
1041 – 1560 Hours/Next 520 Hours	\$10.80	\$10.80	\$10.80
1561 – 2080 Hours/Next 520 Hours	\$11.10	\$11.10	\$11.10
2081 – 2600 Hours/Next 520 Hours	\$11.50	\$11.50	\$11.50
2601 – 3120 Hours/Next 520 Hours	\$12.25	\$12.25	\$12.25
3121 – 3640 Hours/Next 520 Hours	\$13.00	\$13.00	\$13.00
3641 – 4160 Hours/Next 520 Hours	\$13.50	\$13.50	\$13.50
4161 – 4680 Hours/Next 520 Hours	\$14.00	\$14.00	\$14.00
4681 – 5200 Hours/Next 520 Hours	\$14.50	\$14.50	\$14.50
5201 – 5720 Hours (Hired/Promoted After 7/28/2022)		\$16.00	\$16.00
Top Rate	\$16.40	\$17.40	\$18.25
Overscale Increases	\$.40	\$1.00	\$.85

**APPENDIX "B"**  
**ADDENDUM**

A. Regular Part-time employees who had 3120 hours or more on February 24, 1974 shall receive the following conditions:

- 1) A minimum schedule of twenty-four (24) hours per week.
- 2) Six (6) hours of holiday pay.
- 3) Opportunity to declare a desire for twenty-four (24) or more hours per week each six (6) months.

B. It is agreed that there will be a head produce clerk and either an assistant manager or head stock clerk in each store.

C. An employee assigned to be in charge of the dairy and frozen food department shall be designated as head dairy and frozen food clerk. Where an Employer has an employee in charge of the dairy case and another in charge of frozen food, one or the other must be designated as filling the head classification and paid the head rate of pay.

D. An Employee regularly assigned to record keeping and bookkeeping functions in addition to the normal duties of a cashier will be designated as the head cashier. There shall be no more than one (1) head cashier per store and only in instances where the described additional duties have been assigned to an employee.

**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 other than a prime time part-time 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 their 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 their basic work week for the fifty-two (52) week period immediately preceding their 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 their 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 their 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.

**APPENDIX “F”**

**LETTER OF UNDERSTANDING  
MEAT CUTTER APPRENTICESHIP**

During the negotiations of the 2022-2024 collective bargaining agreement, the Employer agreed to seriously consider participation in a JATC Minnesota State certified apprenticeship program with UFCW Local 1189 and will meet with Local 1189 to discuss being a charter participant in the program.

**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.

(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.

(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."

March 6, 2005

**LETTER OF AGREEMENT #4**  
**Retiree Health Insurance**

This Letter of Understanding is intended to reflect the agreement of the parties reached during collective bargaining for the terms of the Grocery and Meat Articles of Agreement for the term March 3, 2002 through March 5, 2005, regarding subsidization of retiree health insurance costs within the Health and Welfare Plan (the "Plan") provided for in the Articles of Agreement. It is agreed that the terms of the Health and Welfare Trust Agreement shall be amended to provide as follows:

1. Eligibility for participation in the retiree health insurance program (the "retiree program") shall be limited to individuals who retire from positions covered by the collective bargaining agreement **on or before 12/31/2014** and who make an election to participate in the retiree program during a fixed period to be defined by the Trustees immediately prior to their retirement, without any break in the employee's participation in medical coverage under the Plan. Eligibility will likewise be extended to current retirees who are presently participating in the existing retiree medical coverage provided under the Plan or who have elected COBRA continuation and are presently continuing to receive benefits during the COBRA continuation period.
2. Further, all participants must be receiving a pension pursuant to the retirement plans provided for in the Articles of Agreement. In addition, eligibility will be limited to those who have a minimum of 25 years as a participant in the Plan and who have attained a minimum age of 55 years. Eligibility will likewise be limited to those individuals who have, for a continuous period of five (5) years immediately prior to retirement, been (a) employed in a bargaining unit position covered by the Articles of Agreement referenced above, and (b) a participant in the Plan. The eligibility criteria established by this Letter of Understanding are intended to be applied cumulatively, not in the alternative.
3. It is understood that a Plan participant who wishes to participate in the retiree program as provided herein shall first elect COBRA continuation of Plan benefits and retain participation throughout the COBRA continuation period at basic plan rates and at the participant's sole cost.
4. The benefits to be provided under the retiree program shall consist of the medical benefits provided under the Plan to retirees.
5. The claims/utilization experience of all retiree program participants shall be separately documented and calculated in order to maintain an ongoing ability to identify and measure the impact upon Plan funding of the retiree program.
6. The cost of coverage for eligible retiree program participants shall be subsidized from the assets of the Plan as follows: For participants with 30 years or more of Plan

participation, the Plan shall subsidize the participant's cost of coverage at a rate of 100% of the difference between the Plan COBRA continuation rate and the retiree self-pay rate; for participants with 25 or more, but fewer than 30, years of Plan participation, the Plan shall subsidize the participant's cost of coverage at a rate of 80% of the difference between the Plan COBRA continuation rate and the retiree self-pay rate. The foregoing subsidies shall cease when the participating employee becomes eligible for Medicare benefits. In all cases, the retiree program participant shall continue to pay the Plan COBRA continuation rate as determined from time to time as a minimum cost of participation.

The parties mutually agree that there is no intention to create vested rights for any employee or any Plan participant by adopting this Letter of Understanding or by amending the terms of the Plan as provided in this Letter. Rather, the terms of the Plan remain subject to change by the Trustees as provided in the Health and Welfare Trust Agreement, and the terms of this Letter of Understanding remain subject to change through the collective bargaining process.

March 9, 2008

**LETTER OF AGREEMENT #5**  
**Flexible Scheduling**

On an individual basis the Employers will meet with the Union to discuss a pilot program for Full-time Flexible Schedules:

Full-time employees may elect to work “flexible schedules” where overtime is paid after 40 hours of work. The request may be initiated by either the employee or the Employer and must be made in writing, and must be by mutual agreement.

March 9, 2008

**LETTER OF AGREEMENT #6**

With the implementation of the new jurisdictional language in the contract, as of March 9, 2008, the Employer, will make every endeavor to post schedules that are clear, concise and whenever possible show the employee's hours to be worked on a base schedule.

Employees, due to new jurisdictional language in the contract, as of March 9, 2008, shall not be adversely affected in regards to requests for personal time off. Employees who were previously guaranteed 24 hours minimum per week because of a) Article 16, or b) Section 2.9 "top" 24%, prior to March 9, 2008, will continue to be guaranteed a minimum of 24 hours, regardless of their position in the newly merged seniority list.

The employer will assume responsibility to train employees to perform the various tasks which may be assigned to them in the store.

March 9, 2008

**LETTER OF AGREEMENT #7**  
**Small Stores**

In negotiations for the 2008-11 Industry Retail Grocery and Meat Contract, the Employer and the Union reached agreement on the following terms governing the operation of an Employer's store employing 80 or fewer Local 789 bargaining unit employees.

1. **Ratio** - Such a store is exempt from the ratio in Article 3 and does not count in total Employer ratio. The employees employed in any such store are not counted in the "total bargaining unit work force" for the ratio calculations in Article 3B. Any reductions or changes in ratio shall be obtained through attrition.
2. **Required Employees** – In any such store, the Employer will employ a Head Meat Cutter and no fewer than three Department Head positions in the bakery (if applicable), grocery, and delicatessen.
3. **Sunday** – Such a store is excluded from mandatory full-time staffing requirements in the Contract for Sunday hours.
4. **Complete Agreement** – Except as set forth in this Letter of Agreement, the Contract governs the terms and conditions of employment in such stores, including those provisions governing scheduling, layoffs, and transfers.
5. **Notice to Union** – The Employer will notify the Union when it decides to utilize this Letter of Agreement.