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UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189
County Market

APRIL 7, 2024 THROUGH APRIL 4, 2026

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UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189
County Market
April 7, 2024 through April 4, 2026

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, CTW-CLC hereinafter referred to as the “Union” and Jerry’s Foods, DBA County Market, hereinafter referred to as the “Employer.”

ARTICLE 1
UNION SECURITY

SECTION 1.1: RECOGNITION:

The Union is recognized as the exclusive bargaining representative of the unit consisting of full-time and part-time employees employed by the Employer, excluding Bakers and 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 two (2) employees per store, including the Store Director, outside the bargaining unit who may perform any and all bargaining unit work. Stores with one-hundred (100) or more bargaining unit employees may have up to three, (3) employees per store, including the Store Director, outside the bargaining unit who may perform any and all bargaining unit work.

SECTION 1.2: UNION SHOP:

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

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

SECTION 1.3: OTHER AGREEMENTS:

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

SECTION 1.4: DUES 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.

D. The Employer agrees that a representative of the Union, may attend new hire orientations on Tuesdays from 9:00 p.m. to 9:30 p.m.--except school-aged orientees will be excused at 9:00 p.m.--and on Saturdays from 1:00 p.m. to 1:30 p.m. to discuss the benefits under this Agreement and of Union membership. The Employer will provide the Union representative with privacy for this orientation period. The Union representative can pick up the Union Applications during the orientation period. For any school-aged orientee that does not meet with the Union during new hire orientation on a Tuesday, the Employer agrees a Union representative may take the school-aged orientee off the sales floor for fifteen (15) minutes for the purposes of Union orientation.

SECTION 1.5: GENDER NEUTRAL REFERENCE

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

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. Any employee hired at a rate above the minimum starting rate must be paid a wage corresponding to a rate published in the contract wage scale rather than on the basis of a rate arbitrarily fixed by the Employer. Any employee hired at a rate of pay above the entry level rate specified in Appendix "A" or who receives an increase in their rate of pay to a rate above the entry level will receive credit for hours of service equal to the beginning level of hours for the

step in the contractual wage progression and will progress from that point in the manner (hours or months of service) established in Appendix "A."

B. Past Experience: An employee who is transferred from another location owned by the Employer or is rehired by the Employer shall receive full credit for past experience provided they return to work for the same company. Where the employee is granted credit for prior experience and a rate is established that is higher than the starting rate, the employee will receive credit for hours of service equal to the beginning level of hours for the step in the contractual wage progression and progress from that point in the manner (hours or months of service) established in Appendix "A."

C. Employees transferring from Prime time to Part-time will move to the equivalent or greater wage at the time of promotion/transfer.

SECTION 2.2: WORK WEEK/WORKDAY:

The basic workweek shall be forty (40) hours to be worked in any five (5) days from Sunday through Saturday. Eight (8) hours worked at any time in any one (1) day shall constitute the basic workday. Daily hours shall be consecutive.

SECTION 2.3: SIXTH WORKDAY:

A. Time and one-half (1-1/2) shall be paid to all employees for work performed on the sixth (6th) day of a basic work week and the fifth (5th) day of Christmas week.

B. No employee shall be required to work on the sixth (6th) day. If a Part-time employee elects to work a sixth day, time-and-one-half will not be paid.

SECTION 2.4: OVERTIME PAY:

A. Regular Week:

a. Full-time employees: All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, except as otherwise provided in this Agreement. Any hours worked beyond nine (9) hours in a day must be by mutual agreement.

b. Part-time employees: All work performed in excess of nine (9) hours per day or forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, except as otherwise provided in this Agreement. Any hours beyond nine (9) must be by mutual agreement.

B. Holiday Work and Overtime: Hours worked on Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

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

SECTION 2.5: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:

If an employee in a "Department Head" position receiving department manager wage is gone for five (5) consecutive days, an employee will be designated as a replacement Department

Head for the time in which the normal Department Head is gone and will be paid the Department Head rate of pay.

SECTION 2.6: WORK SCHEDULES:

- A. Posting Schedules: Schedules for all employees will be posted in each store by Friday noon for the following two (2) work weeks;

- B. Scheduling Rights:
 - 1) The Employer shall provide 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.

 - 2) Employees may request and will be granted their days off consecutively, Monday through Thursday or by mutual agreement with the Employer.

 - 3) Part-time employees will be scheduled based upon their agreed upon availability. The employee will establish their availability at point of hire. Any changes in availability must be submitted and approved in writing. The Employer will make every effort to have consistent scheduling for part-time employees; this effort will be dictated by the Company's business needs and the part-time employees' availability.

 - 4) The Employer will make every effort to schedule senior part-time employees more hours than employees who are less senior. If two (2) or more 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 schedule provided the senior employee has previously documented their availability to work the posted hours. 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.

 - 5) 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. 10 Hours between shifts: The Employer will provide a minimum of ten (10) hours between scheduled shifts for all employees unless otherwise requested by the employee in writing.

- D. The Employer will not use the schedule as a means of discipline.

- E. Electronic Schedules: Upon the completion of the Employer's scheduling solutions upgrade, the Employer will provide scheduling information through a secure interface to the Union on the day in which schedules are due to be posted in the stores. If it is determined that additional software or programming is needed for the Union to view or process the scheduling data or information, it will be at the Union's expense.

SECTION 2.7: MINIMUM 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, (2) employees may be scheduled three (3) hours by mutual agreement, or (3) in cases where the employee requests fewer hours and the Employer agrees.

B. 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.

C. No employee shall be scheduled for less than eighteen (18) hours per week [twelve (12) hours for a prime-time employee], except in cases where the employee requests fewer hours and the Employer agrees (by mutual agreement).

D. 1) At least twenty-four percent (24%) of the part-time employees in each store, in order of part-time seniority, will be provided an opportunity to work schedules of at least twenty-nine (29) hours or more per week.

2) A senior part-time employee may choose to be scheduled for less than twenty-nine (29) hours by written request to the Store Director.

SECTION 2.8: SPLIT SHIFTS:

No employee shall be required to work a split shift.

SECTION 2.9: 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. 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 2.10: OTHER WORKING CONDITIONS:

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

B. Refusal to Work: No employee shall be discriminated against for refusal to work on their day off.

C. 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.

D. 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.

E. 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.

F. Inclement Weather: An employee shall not receive a contact or be subject to progressive discipline for an absence that occurs when a "No Travel Advisory" has been issued by the Department of Transportation. Employees may use paid time off (PTO) to cover their absence.

ARTICLE 3 **FULL-TIME RATIOS**

A. The Employer will maintain Department Head employees in the following departments: Meat, Deli, Head Cashier, Produce, Frozen/Dairy, and Grocery.

B. The Employer may appoint may choose to have additional Department Heads beyond those required in Section 3.A.

C. The Employer must maintain a minimum two (2) Full-time employees or for each Department Head position, including any additional Department Head position the Employer may create This ratio will be based on the total number of Full-time employees in stores covered by this agreement.

D. All Meat Cutters will be Full-time employees unless reduced in hours by seniority or by mutual agreement.

E. There will be no restriction on the number of Part-time employees allowed under this Agreement.

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ARTICLE 4
SENIORITY

SECTION 4.1: DEFINITION:

A. 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. Seniority shall be defined as length of continuous service within a classification with the Employer covered by this Agreement. 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. Seniority will be applied on the basis of the following classifications:
- 1) Full-time Meat Cutters
(including Meat Department Head, Journeymen, and Apprentices)
 - 2) Full-time Grocery Employees
(including non-meat Department Heads and Grocery Employees)
 - 3) Part-time Employees

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

D. Department heads will be promoted and/or retained in that position irrespective of seniority, provided that any newly selected Department Heads will acquire this seniority protection after one (1) year of employment with the Employer.

E. Anniversary Date Compensation Review: The Employer agrees to provide each employee with a yearly anniversary date compensation review. The review will include:

- 1) Employee's current rate of pay;
- 2) Employee's total hours worked and or paid for; and
- 3) All vacation and holidays owed.

This review shall be provided to the employee within two weeks of the employee's anniversary date with the Employer.

SECTION 4.2: APPLICATION OF SENIORITY:

A. Probationary Period:

1) All newly hired employees will be on probation for thirty (30) calendar days and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.

2) 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.

3) Employees who are transferred from another location operated by the Employer but not covered by this Agreement will retain their date of hire for benefit purposes and

will receive a new seniority date based on their first date of work in a classification covered by this Agreement, with the exception of Meat Cutters who will maintain their seniority date when transferring between Agreements. Employees who transfer from another location will not be required to complete a new probationary period and will retain their date of hire be changed for purposes of benefits.

B. Layoff and Rehire: For layoff and recall purposes, employees shall have seniority with the Employer covered by this Agreement within the classifications set forth in SECTION 4.1 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 twelve (12) months with seniority to then date from their first day in the department head position. During the twelve (12) 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.

C. Job Posting: The Employer will post all full-time positions and will promote from within the bargaining unit unless none of the applicants has the ability or availability to perform the duties required. When two or more employees are qualified for a position, seniority will be the deciding factor in determining which one is promoted. In addition, the Employer will post on the Union bulletin board any positions eligible for the two dollar and fifty-cent (\$2.50) per hour premium as per Appendix "A".

D. Department Heads: 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. In the case of demotion from a department head position, the employee will be placed in the appropriate full-time position with their original seniority date in that position.

SECTION 4.3: 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. Employees who transfer to another location operated by the Employer but not covered by this Agreement will retain their seniority if they return to the same classification in twelve (12) months or less.

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. Any employee who is transferred by the Employer to another location covered by this Agreement will retain their accumulated experience for the purpose of acquiring and retaining seniority.

E. Any Employee who is transferred by the Employer to another location not covered by this Agreement operated by the Employer but not covered by this Agreement will retain their accumulated experience for the purpose of establishing their wage rate, and will maintain their original date of hire for benefit purposes.

F. Transfers between Jerry's St. Paul stores and County Markets is permissible by mutual agreement between the Employee, the Employer, and the Union. Employees will maintain their seniority when transferring between St. Paul and County Market contracts within the same classification or wage scale. Meat employees will retain Meat classification. Employees will move to an equal or the next highest wage scale for the appropriate classification. No employee shall have their pay reduced as a result of a transfer. Upon transfer, all pre-approved vacations will be honored. Once transferred between contracts, an employee may not be transferred to another location for a period of nine (9) calendar months unless by mutual agreement between the Employee, the Employer and the Union.

G. Full-time employee temporary transfers between Jerry's St. Paul stores and Jerry's County Market stores are permissible by mutual agreement. The transferred employee may work up to ninety (90) days in the temporary location and would continue to be covered under their original Collective Bargaining Agreement.

SECTION 4.4: 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;
- F. is absent from the job for any reason, other than sickness or injury, for a period in excess of one (1) year.
- G.

ARTICLE 5
HOLIDAYS

SECTION 5.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays: New Year's Day, Easter, 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. No Employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 PM Christmas Eve.

C. New Year's Day, Memorial Day, Fourth of July, Labor Day & Thanksgiving Day

1) Full-time: Work on New Year's Eve after 6:00 p.m., New Year's Day, Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the "summer" holidays shall be voluntary for full-time employees with the exception of full-time Meat employees

hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers.

2) The Employer will provide sign-up sheets a minimum of four (4) weeks before the holiday schedule is written for employees who want to voluntarily work on holidays.

D. Personal Holidays:

1) All 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 seven (7) nationally recognized holidays listed above.

2) All part-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, will 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 seven (7) nationally recognized holidays listed above.

3) Personal Holidays are scheduled by mutual agreement.

4) Employees who work on New Year's Day, Thanksgiving Day, Easter 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) The Employer will provide sign-up sheets for employees who want to voluntarily work on Holidays.

E. Elections Day: The Employer and the Union encourage all eligible employees to vote. The Employer will follow all State and Federal laws regarding time off and pay.

SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

A. Full-time: All 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.

B. Part-time: A part-time employee, after ninety (90) days of employment, will receive four (4) hours of pay at their regular rate for the listed and for one personal holiday.

C. 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 on the holiday, before the holiday, and after the holiday unless excused by the Employer or unless absent due to proven illness.

SECTION 5.3: HOLIDAY WORK WEEK:

A. 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.

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 falls on Sunday the preceding week shall be forty (40) hours and the following work week shall be thirty-two (32) hours.

C. Work performed on the holidays shall be outside the regular work week. Any hours worked on the holiday will be outside the workweek for the purposes of “Minimum Scheduled Hours” in Section 2.9.

ARTICLE 6 **DEFINITIONS**

SECTION 6.1: FULL-TIME EMPLOYEE:

A Full-time employee is an employee who is entitled to a forty (40) hour per week schedule. Full-time employees work forty (40) or more hours per week exclusive of the hours worked on Holidays.

SECTION 6.2: PART-TIME EMPLOYEE:

A Part-time employee is an employee who may be scheduled no less than the minimums out lined in section 2.7. Part time employees may work up to forty (40) hours per week, exclusive of the hours scheduled on Holidays..

SECTION 6.3: PRIME TIME EMPLOYEE:

A Prime time employee may work no more than twenty-four (24) hours per week with a minimum of twelve (12) hours per week am minimum of three (3) hours per shift. These Prime time employees are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks. Employees may be scheduled less than twelve (12) hours by mutual agreement. Prime time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Prime time employees will not be eligible for health and welfare or retirement benefits. In the first year of employment, after ninety (90) days, Prime-time employees will receive holiday pay when the employee works the holiday. After twelve, (12), continuous months of employment all Prime time employees will be eligible for holiday pay and vacation benefits. Prime time employees may, under plan rules, make pre-tax contributions to the 401K Plan.

Prime time employees may not exceed a maximum of thirty percent, (30%), of the combined Part-time, Utility and Prime time work force, company-wide. A monthly report of Prime time employees will be posted in all departments by the schedules.

SECTION 6.4: DEPARTMENT HEAD:

Each Employer shall maintain a minimum of six Department Head positions in each store. The Employer may designate additional department heads, but must maintain and fill the basic six Department Head positions (Meat, Deli, Head Cashier, Produce, Frozen/Dairy, and Grocery) within the store before it may fill any additional Department Head positions. The Employer shall not be obligated to create any additional Department Head positions.

SECTION 6.5: 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 production cutting. A Journeyman may also perform any other duties in the store when assigned.

SECTION 6.6: 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 including any other duties in the store when assigned. In the course of their duties, they shall be under the supervision of a Journeyman or Head Meat Cutter.

Once applied and approved, an employee will be moved to a Meat Cutter Apprentice classification. After successful completion of the Meat Cutter Apprenticeship, the employee will be moved to a Journeyman classification. At any point during the Meat Cutter Apprenticeship, due to attendance, performance, or by mutual agreement, the employee may return to their former position, classification and rate of pay.

Employees who choose to move into the apprenticeship program will be placed on the Apprenticeship scale at the next highest wage rate.

Meat cutter apprentice job duties shall include all work in the Meat Department, including, but not limited to, all 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 (whether by use of saw, grinder, cuber, tenderizer, slicer, knife or other tools of the trade), through and including the boning and leaning out of these products to reduce to retail cuts.

No Apprentice will displace a full-time Meat employee's schedule or work. If a Meat Cutter Apprentice does not finish the training program, they will be returned to the classification and wage rate they held immediately before entering the Meat Cutter Apprentice program.

SECTION 6.7: PRODUCTION CUTTING:

A. Full-time employees 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. The Employer will utilize all Journeymen first to do the above production work in the Meat Department.

B. In the absence of any other work in the meat department, Journeyman Meat Cutters & Apprentices will be allowed to perform any and all functions in the store and will

maintain their rate of pay when performing these duties. Meat Cutters & Apprentices will be the first employees assigned to process meat.

C. No Journeyman, unless by mutual agreement, will be scheduled past 4:00 p.m.

D. No Apprentice, unless by mutual agreement, will be scheduled more than one (1) shift per week past 4:00 p.m.

E. No Meat Department employee may be laid off or reduced in hours as a result of the Employer utilizing any form of pre-processed or case-ready meats, including but not limited to lamb, veal, pork, chicken, beef, ground beef or sausage. 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." In the event there is a layoff, the Meat Department will not be disproportionately laid off from the rest of the affected store.

SECTION 6.8: MEAT DEPARTMENT WORK:

A. Full-Time Employees: These employees will be allowed to perform all functions in the store, including the meat department. The Employer may train and certify Full-time employees and the top twenty-four (24) percent of Part-time employees to cut meat.

B. Part-Time Employees: These employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth in Section 6.7.A. In addition, the Employee may wait upon trade and use the knife or slicer when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer.

ARTICLE 7
PAID TIME OFF (PTO)

SECTION 7.1:

A. Employees will accrue PTO on a weekly basis as they work. PTO will be granted on a bi-weekly basis with the completion of each payroll. PTO shall be paid at the employee's straight time rate at the time PTO is used.

B. Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the state or municipal ordinance without disciplinary action.

C. New employees will not have any PTO available for use until after completion of ninety (90) days of service. Employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.

D. PTO benefits cannot be used that have not been granted (i.e., PTO account cannot have a negative balance).

E. PTO requests must be electronically submitted in the Employer’s human capital management system by the employee and approved by the employee’s manager each time PTO hours are used.

F. PTO Overtime: After each anniversary year, average weekly hours over forty (40) will be computed at one and one-half (1.5) times the employee’s current regular straight time rate.

G. Employees should work with their Store Director to take formerly carried over vacation time off. Any carried over vacation pay due to an employee at termination will be paid at the wage rate effective as of April 10, 2022 or at the rate of the year in which it was earned thereafter. Active employees’ vacation will be paid on a first earned basis.

SECTION 7.2: PTO ACCRUAL SCHEDULE:

A. Full-Time

Years of Service	Annual Grant	Weekly Rate
Between 0-1 st Anniversary	1 weeks (capped at 48 hours)	0.03333/hour worked
Between 1 st – 5 th Anniversary	2 weeks (capped at 88 hours)	0.055/hour worked
Between 5 th - 12 th Anniversary	3 weeks (capped at 128 hours)	0.08/hour worked
Between 12 th – 18 th Anniversary	4 weeks (capped at 168 hours)	0.105/hour worked
Beginning 18 th Anniversary and Beyond	5 weeks (capped at 208 hours)	0.13/hour worked

B. Part-Time

Years of Service	Annual Grant	Weekly Rate
Between 0-1 st Anniversary	1 weeks (capped at 48 hours)	0.02308/hour worked
Between 1 st – 5 th Anniversary	2 weeks (capped at 88 hours)	0.04231/hour worked
Between 5 th - 12 th Anniversary	3 weeks (capped at 128 hours)	0.0615/hour worked
Between 12 th – 18 th Anniversary	4 weeks (capped at 168 hours)	0.0808/hour worked
Beginning 18 th Anniversary and Beyond	5 weeks (capped at 208 hours)	0.1/hour worked

C. Prime Time and Utility

Years of Service	Annual Grant	Weekly Rate
Between 0-1 st Anniversary	1 weeks (capped at 48 hours)	0.02308/hour worked
Between 1 st – 5 th Anniversary	2 weeks (capped at 88 hours)	0.04231/hour worked
Beyond 5 th Anniversary	3 weeks (capped at 128 hours)	0.0615/hour worked

PTO calculation adjustments will be completed as soon as administratively possible, but not later than May 31, 2024. Adjustments will be retroactive to the contract effective date.

SECTION 7.3: TERMINATION OF EMPLOYMENT:

Unless discharged for just cause, an employee who is permanently terminated shall receive PTO pay as specified in 7.2.A, provided they have been employed for more than one (1) year of continuous employment. For PTO accrual accuracy, the actual last day worked shall be used for calculating PTO pay on a prorated basis.

SECTION 7.4: PTO SCHEDULING:

A. PTO shall consist of consecutive working days.

B. PTO schedules in each store shall be posted by January 15, and PTO 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 PTO schedule shall be posted in each store by April 1 of each year.

C. An employee who fails to select PTO by March 1, will be placed at the bottom of the seniority list for the purpose of PTO selection.

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

E. Employees who are eligible to take PTO shall be allowed to take such PTO in one (1) day or one-half (1/2) 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 PTO is used. Requests made after the PTO 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 PTO, the employee shall be paid an additional day's pay or given an additional day off with pay in addition to the PTO pay.

SECTION 7.5: PTO PAY:

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

SECTION 7.6: PTO DONATION:

Employees may donate PTO pay in one (1)-week increments to a coworker in need. The donation is for the dollars only. The check will be subject to all regular taxes. The donation is made at the wage of the donator.

SECTION 7.7: 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 PTO, if available, to reach the minimum threshold of hours, or get as close as possible to the minimum threshold if PTO 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 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 director of their 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: FUNERAL LEAVE:

A. After completing the probationary period all employees, except prime time part-time employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, grandparents, step-parents, children (child, step-child, adopted child, foster child and legal guardian's child), grandchildren, brothers, sisters, mother-in-law, or father-in-law. In the event of the death of a spouse, the employee shall be entitled to a maximum of four (4) days funeral leave.

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

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

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

E. 1. 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 employee's home at time of death.

2. Four (4) day leave of absence with pay in the event of death of any domestic partner living in employee's home at time of death.

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

SECTION 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 two week 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 work place 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 or advisable for the protection of employees.

2. Where employees stand regularly, the Employer will provide and maintain anti-fatigue mats.

D. Union Participation:

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 walks; if no steward is available, at least one (1) Union member will participate. Employees shall be paid for any time spent in safety meetings.

E. Front-End Night Staffing: The Employer shall maintain a minimum staffing level of two (2) employees (may include third-party employees) on the front-end operations for any hours the store is open from 10:00 p.m. to 5:00 a.m. This requirement is in recognition of the Employer's continued efforts to provide a safe and healthy work environment for all employees.

SECTION 9.2: WORKERS COMPENSATION:

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

SECTION 9.3 REGULATIONS:

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

SECTION 9.4 FIRST AID KITS:

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

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 their 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: 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 13.4: 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 13.5: 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 13.6: 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 Federal Mediation and Conciliation Service (FMCS) 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.

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

During the term of this Agreement, the Union and the Employer agree to an alternate process for shelf stocking and resets. This process is outlined in Letter of Agreement #3 and replaces the entirety of this Article while it is in effect.

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 the two (2) or three (3) non-bargaining unit employees as outlined in Section 1.1 (Store Director and one (1) or two (2) other designated non-bargaining unit store employees, but no other supervisors) may stock products.

ARTICLE 17
LEGAL ISSUES

A. Discrimination: The Employer and the Union agree that no employee, after hire, will be unlawfully discriminated against because of race, color, creed, religion, ancestry, gender identity, national origin, sex, sexual orientation, disability, age, pregnancy (including lactation, childbirth or related conditions) marital status, veteran status, criminal record, status with regard to public assistance, member or activity in a local commission, Union activity or any other characteristics protected by law.

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 18 **HEALTH CARE PLAN**

SECTION 18.1:

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 Holidays.

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 employee classified as part-time.

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. 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).

SECTION 18.2:

Effective April 7, 2024 and April 6, 2025, the Employer will increase the Employer contribution rates by three and one-half percent (3.5%) over the current Employer contribution rates.

	Employer Contribution	Employee Contribution
Pre 4/7/2024 Full-Time	\$227.03	\$20
4/7/2024 Full-Time	\$234.98	\$20
4/6/2025 Full-Time	\$243.20	\$20
Pre 4/7/2024 Part-Time	\$84.98	\$8
4/7/2024 Part-Time	\$87.95	\$8
4/6/2025 Part-Time	\$91.03	\$8

SECTION 18.3:

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.

ARTICLE 19
RETIREMENT PLANS

SECTION 19.1: MEAT DEFINED BENEFIT PLAN:

A. Effective for hours worked on and after June 26, 2022, the Employer will no longer make contributions to the United Food & Commercial Workers International Union Industry Pension Fund (the “National Pension Fund”) on behalf of any employees, and all provisions of this Agreement related to the National Pension Fund will be null and void.

For hours worked prior to June 26, 2022 (i.e., prior to the Employer’s cessation of contributions to the National Pension Fund), the following provisions in this Section 19.1 will apply.

Effective with the payment made in June 2019 for hours worked on or after May 1, 2019, and prior to June 26, 2022, the rate of contribution for eligible meat department employees will be \$234.81/month during the term of this agreement to reflect the decreased AUCR cost for the life of this CBA (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 who work an average of twenty-four (24) hours or more per [work] week [exclusive of Sunday].

B. 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.

C. 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.

SECTION 19.2: DEFINED CONTRIBUTION PLAN:

A. 1) The Employer will make the following contributions into the Local 1189 Defined Contribution Fund during the term of this Agreement for all bargaining unit employees (except Utility and Prime Time employees and except as noted below) for all hours worked; together with hours of holiday and PTO pay, up to forty (40) hours per week.

Classification		Effective 4/10/2022	Effective 4/9/2023
FT Employees (non-meat)		\$1.92/hour	\$1.93/hour
PT Employees (Excluding Utility & Prime Time)		\$1.38/hour	\$1.39/hour
	4/10/2022-6/25/2022	Effective 6/26/2022	Effective 4/9/2023
FT/PTMeat	\$37.19/month+\$.45/hour	\$2.09/hour	\$2.10/hour

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 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 19.2, 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.

E. Eligible employees in the National Pension Fund who have not fully vested at the time of the Employer’s withdrawal will each have a single lump sum contribution made into the Defined Contribution Fund by the Employer based on pension service years. The Employer will make these contributions to the Defined Contribution Fund no later than thirty-one (31) calendar days after the date on which the plan administrator for the National Pension Fund provides the Employer with the list of National Pension Fund eligible employees who meet the criteria to receive this lump sum contribution.

Former National Pension Fund Participants	Less than 1 year of service	1 but less than 2 years of service	2 but less than 3 years of service	3 but less than 4 years of service	4 but less than 5 years of service
Part-Time	\$600	\$1,200	\$2,400	\$3,600	\$4,800
Full-Time	\$1,200	\$2,400	\$4,800	\$7,200	\$8,600

ARTICLE 20

VACATION RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER

A. **GROCERY VACATION RELIEF EMPLOYEES:** Grocery employees hired or scheduled for vacation relief purposes and working thirty-two (32) hours or more per week from May 1 through August 31 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. Part-time employees shall be offered this opportunity before Prime time employees. If such an employee is retained on such a schedule after that period of time a contribution to the Retirement fund will be made in September based on hours worked in August. Contributions to the Health and Welfare fund will start September 1.

B. **MEAT VACATION RELIEF EMPLOYEES:** Meat employees scheduled or hired for seasonal Vacation Relief employees are those employees who work from May 1 through August 31, and/or November 1 through January 1. Such employees will be paid the applicable hourly wage rate but there will be no full-time health and welfare or pension contributions made on behalf of such employees. Such employees will not be eligible for holiday pay except for the July 4 holiday, provided that the employee is otherwise eligible pursuant to ARTICLE 5, SECTION 5.2.C. 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. MEAT INJURY RELIEF EMPLOYEES:

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. SIXTEEN (16) WEEK WAIVER: The Employer may waiver 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 rate applicable to the classification utilized and will be scheduled for a minimum of forty (40) hours per week for each of the weeks the employee is on waivers. If such an employee is scheduled full-time in excess of the sixteen (16) weeks allowed under this provision, Full-time Contributions to the Health and Welfare and Pension funds will begin the first of that same month. The employee must sign a waiver agreement explaining the terms of this agreement. The Employer will notify the Union when an employee initially signs the waiver. The Employer will keep track of the weeks and classification(s) the employee worked as a waiver employee and submit them annually to the Union. The sixteen (16) week waiver can be used for any 1 – 16 week period(s) throughout the calendar year and need not be used or scheduled consecutively. This waiver cannot be used in conjunction with any other waiver during the calendar year this waiver is in effect.

E. BENEFITS: 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 in the Agreement, in which case those benefits will continue to be paid.

ARTICLE 21
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 22
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 23
DRUG AND ALCOHOL TESTING

A. The Employer may neither administer nor require any worker to submit to a test for drugs or alcohol without reasonable cause. The parties agree that reasonable cause must be based on the first-hand observation of the employee by a trained supervisor and if at all possible, corroborated by the first-hand observation of a second trained supervisor.

B. Reasonable cause means objective evidence about the employee's workplace conduct that would cause a reasonable person to believe that the employee is demonstrating physical signs of impairment due to drugs or alcohol, such as difficulty in maintaining balance, slurred speech, erratic behavior and an inability to safely perform assigned tasks. The fact that an employee has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable cause.

C. The Employer agrees that positive test results do not constitute just cause for discipline or discharge.

D. The Employer agrees to offer the employee who has tested positive a mutually agreeable substance abuse program. The Employee shall attend and complete the program in a timely manner. The Employer agrees that the Employee has the right to continue working at the Employee's current job while the Employee attends the program.

ARTICLE 24
SHOOTINGS, OTHER VIOLENT ATTACKS AND DANGEROUS EMERGENCIES AT STORES

A. This provision will control in case of a shooting, other violent attack or other similar emergency that adversely affects the emotional or mental health of or injures employees. These and similar situations are called "dangerous emergencies" in this Agreement.

B. The Employer agrees that employees do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, employees should protect themselves, and to the extent safely and reasonably possible, co-workers.

C. The Employer has policies that employees should follow to protect themselves and co-workers during dangerous emergencies.

D. The Employer will train Managers, Assistant Managers, Department Heads, Managers on Duty (MODs) and Customer Service Managers (CSM) on policies regarding "dangerous emergencies."

E. The Employer will comply with federal, state and local laws and regulations, including but not limited to OSHA, regarding entrances and exit routes to the stores.

F. The Employer agrees not to reopen any store where a dangerous emergency occurred until any necessary repairs, in the Employer's discretion, have been made to return the store to good working order.

G. The Employer will offer returning employees to their previous positions, wages rates and benefits.

H. The Employer will transfer employees who choose not to return to their store to openings in other stores. The Employer will consider the individual circumstances of the employee being transferred, including where the employee lives. The Employer will exercise reasonable efforts to transfer those employees into the same positions they worked at their prior store, or to positions as equivalent as possible in terms of department, work performed, duties and other working conditions. The Employer will provide transferred employees with the same wage rates, seniority, PTO, holidays and benefits (including health and welfare and retirement benefits) as those the employees received at their prior store.

I. A Store Safety and Security Team will be assembled in each store comprised of bargaining unit members and one non-bargaining unit store leadership representative. The Team's role is to represent the store employees' feedback, concern, questions and ideas for a safe and secure workplace. Employees can communicate to Team members any items regarding safety and security throughout the month. Team members will bring forward these items at the monthly meeting. From the Store Safety and Security Team, a bargaining unit member Store Champion will be selected. From the Store Champion members, six (6) Region Champions will be selected to represent the Team's concerns and recommendations to the Employer Operations Team and Human Resources prior to the quarterly Store Director meeting via virtual meeting. Topics from the Region Champion meeting will be communicated to store directors quarterly. Notes will be taken and posted in all stores.

ARTICLE 25 **DISASTERS, PANDEMICS AND OTHER EMERGENCIES**

Provision that will apply in case of disasters, pandemics and other emergencies ("emergency provision").

A. Public Health Emergencies, Catastrophic Emergencies, and Natural Disasters. Should a federal, state or local government announce or declare a public health emergency, catastrophic emergency or natural disaster in an area where a store is located and/or affected, this emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as "emergencies." All other sections of this Agreement not in conflict with this emergency provision will remain in effect.

B. Employer-Union Cooperation. Upon request by either the Employer or the Union, within fourteen (14) calendar days of the declaration of a public health emergency, or seven (7)

days of a catastrophic emergency or natural disaster, representatives of the Employer and the Union shall meet to discuss the health, safety and security implications for employees.

C. Leave. During the emergency, employees have the right to use any available leave (including leave in this Agreement or leave provided by federal, state or local law) that they are eligible for to address any effect of the emergency, provided that employees request and are approved for such leave in accordance with any applicable provisions in this Agreement, Employer policies and procedures, and federal, state or local laws and regulations.

D. Safety and Health. The Employer will work with federal, state and local recommendations to ensure employees are safe. Upon request, the Employer will meet and discuss these safety measures with the Union.

E. Personal Protective Equipment (PPE). The Employer will review the appropriateness of PPE and to the extent PPE use is mandated by the Employer, it will provide the PPE at no cost to employees.

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 4, 2026, 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 10th DAY OF May, 2024.

FOR THE EMPLOYER:
COUNTY MARKET

FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 1189

Name [Signature]

Name [Signature]

Title VP Human Resources

Title President

APPENDIX "A"
WAGES

Classification	Current	4/7/2024	4/6/2025
Top and Overscale Increase		\$2.10	\$1.90
Hire-Next 1040	\$13.00	\$13.00	\$13.00
Next 1040	\$13.75	\$13.75	\$13.75
Next 1040	\$14.50	\$14.50	\$14.50
Next 1040	\$15.25	\$15.25	\$15.25
Next 1040	\$15.75	\$15.75	\$15.75
Next 1040	\$16.50	\$16.50	\$16.50
Next 1040	\$17.50	\$17.50	\$17.50
Next 1040	\$19.25	\$19.25	\$19.25
Top of Scale	\$23.55	\$25.65	\$27.55
Overscale Increases		\$2.10	\$1.90
Employees Hired Post 4/7/2024			
Hire-Next 1040		\$13.75	\$13.75
Next 1040		\$14.50	\$14.50
Next 1040		\$15.25	\$15.25
Next 1040		\$15.75	\$15.75
Next 1040		\$16.50	\$16.50
Next 1040		\$17.50	\$17.50
Next 1040		\$19.25	\$19.25
Next 1040		\$21.25	\$21.25
Next 1040		\$23.55	\$23.55
Top of Scale		\$25.65	\$27.55
Journeyman	\$29.70	\$31.80	\$33.70
Overscale Increases		\$2.10	\$1.90
Apprentices hired after 5/4/2019			
0-1040	\$18.00	\$18.00	\$18.00
1041-2080	\$19.50	\$19.50	\$19.50
2081-3120	\$21.50	\$21.50	\$21.50
3121-5201	\$25.25	\$25.25	\$25.25
5201 = Top of Scale	\$29.70	\$31.80	\$33.70
Overscale Increases		\$2.10	\$1.90
Department Heads			
Meat Manager	\$31.25	\$33.35	\$35.25
Produce Manager	\$30.25	\$32.35	\$34.25
Grocery Manager	\$30.25	\$32.35	\$34.25
Dairy/Frozen Manager	\$30.25	\$32.35	\$34.25
Deli Manager	\$30.25	\$32.35	\$34.25
Customer Service Manager	\$30.25	\$32.35	\$34.25
Overscale Increases		\$2.10	\$1.90

Classification	Current	4/7/2025	4/6/2025
Prime Time Part-Time			
Year 1	\$10.50	\$10.50	\$10.50
Year 2	\$11.00	\$11.00	\$11.00
Year 3	\$11.50	\$11.50	\$11.50
Year 4	\$12.50	\$12.50	\$12.50
Year 5	\$16.20	\$17.55	\$18.90
Overscale Increases		\$1.35	\$1.35
Prime Time Part-Time hired post 4/7/2024			
0-6 Months		\$13.75	\$13.75
6 Months – 1 Year		\$14.00	\$14.00
Year 2		\$14.50	\$14.50
Year 3		\$15.00	\$15.00
Year 4		\$16.00	\$16.00
Year 5		\$17.55	\$18.90

Assistant department heads, manager on duty and lead pricing and bookkeeping will be paid at their regular rate of pay plus two dollars and sixty cents (\$2.60) per hour for all hours worked up to forty (40) per week. Effective 10/2/2016 assistant meat managers at the journeymen rate will not receive the additional premium outlined above.

Nationally-certified pharmacy technicians will be paid at their regular rate of pay plus one dollar (\$1) per hour premium for all hours worked up to forty (40) per week.

APPENDIX "B"

STORE CLOSING

The Employer and the Union agree as follows:

1) In the event the Employer permanently discontinues operations at a store whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement.

Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.

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

a. The employee voluntarily terminates 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 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 "C"

LETTER OF UNDERSTANDING: JATC MN State Certified Meat Apprenticeship

During the negotiations for 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
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.

April 7, 2012

LETTER OF AGREEMENT #2
Early Retirement COBRA insurance program

Eligibility for participation in this early retirement COBRA insurance program shall be limited to employees who have a minimum of twenty-five (25) years as a participant in the retirement plan(s) provided for in this Agreement and in predecessor Agreements and who are eligible to receive benefits pursuant to the retirement plan(s).

An eligible employee must make a request to receive the early retirement COBRA insurance pay; however, an eligible employee shall not be entitled to receive the early retirement COBRA pay unless the Employer agrees to grant the employee's request for the early retirement COBRA pay.

An eligible employee shall not be entitled to receive early retirement COBRA insurance pay unless the employee signs and does not revoke or rescind, within thirty (30) days, a release of claims form acceptable to the Employer.

If the Employer grants an employee's request for early retirement COBRA insurance pay, the Employer agrees to pay a full-time employee an amount equal to the current COBRA rate for health, dental and vision benefits for up to eighteen (18) months and a part-time employee an amount equal to the current COBRA rate for health and dental benefits for up to nine (9) months.

The Employer, at its option, may pay the net cost of the current COBRA insurance to the employee in a lump sum payment or on a monthly basis. This COBRA payment(s) will be a taxable event for the employee.

August 4, 2016

LETTER OF AGREEMENT #3
Shelf Stocking and Resets

The Union and the Employer agree to the following process for shelf stocking and resets:
The language in Article 16 shall be amended to read:

1. The Employer shall be allowed to use DSD vendors to stock their own products delivered to the store. All other products will be stocked by members of Local 1189, only, except that the Store Manager and either one, (1), or two, (2), other Supervisory employees, as described in Section 1.1 Recognition, may do bargaining unit work and 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. The Employer will provide the Union with a current list of all such specialists and the stores to which they are assigned.

The Employer shall be allowed to utilize suppliers, vendors and salesmen to perform the tasks as specified below:

A. Cut in and “spot” new product that he or she (the supplier, vendor, or salesman) represents, and to remove discontinued, old, and slow moving items from shelves; the remainder of the case after spotting it on the shelf will be stocked by store employees as outlined above. The vendor may place the shelf tag for the new product on the shelf.

B. Participate in a “category” reset to stock products when products that they represent are included in the category; the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re-tag the category. After the first case, product in the designated category will be restocked by a Local 1189 member.

C. In the event of a total store reset, the Employer will offer additional hours to members before utilizing vendors (suppliers/salesmen) to remove, replace, or tag product. The reset for the entire store will follow the same guidelines as outlined in the category reset. In the event of a total store reset, the Employer will notify the Union.

2. As a condition of this Article, the 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 August 4, 2016 on the Employer’s seniority list, a reduction of scheduled hours below twenty-six (26) 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, or employees working on waivers.

3. Violations of the Agreement may be resolved with a fine of \$300 per violation (if the violation is by multiple vendors, persists, or occurs in more than one location) payable to the Union's food shelf, in lieu of grievance mediation and arbitration.

LETTER OF AGREEMENT #4
Part-time Perishable Premium

In an effort to secure top-notch, customer focused perishable experiences in our stores and remain competitive, the following agreement has been reached between the Union and Jerry's Enterprises, Inc.

The Employer will add a premium of \$3.00/hr to current and new part-time employee's **wage rate when:**

- It is agreed upon by Store Director, Department Head and employee's that the following hours and work will occur.
- Availability for hours worked are between 12p.m. - 12a.m., 7 days a week, as scheduled and needed by the Employer.
- Work is performed in a deli, with primary responsibility to be frying and other work as assigned by the Deli Manager or a Service Meat Counter with work assigned by the Meat Manager.
- Employees must maintain this availability and performance standards to maintain earning the premium pay to they will return to their former rate of pay.
- No change to hours worked will occur.

October 11, 2016

LETTER OF AGREEMENT #5
(County Market – Hudson)

In the event that Section 1.4 cannot be validly applied because of state law, the Union (UFCW Local 1189) and the Employer (Jerry's Foods, DBA County Market) agree to address the Union Security provisions as follows:

- 1) Employees covered by the Agreement and working at the Hudson location will not be required to pay initiation fees and will become fully affiliated members upon the first payment of dues/membership fees, after the completion of their probationary period.
- 2) The Employer must provide the Union with the names and addresses of all new hires whether or not they elect to become members of the Union within 10 days of employment.
- 3) The Employer will refrain from any unlawful action to persuade or influence in any way new employees or non-member employees from joining the Union.