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**Mississippi Market**  
**January 19, 2026 through January 9, 2029**

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## ARTICLES OF AGREEMENT

This Agreement is entered into by and between the United Food and Commercial Workers Union Local No. 1189 (hereinafter referred to as the "Union") and Mississippi Market Co-op, Inc. (hereinafter referred to as the "Employer") on behalf of the employees of the Employer covered by this Agreement.

### ARTICLE 1 UNION RECOGNITION

#### SECTION 1.1: RECOGNITION

The Union is recognized as the exclusive bargaining representative of the unit consisting of all full-time, regular part-time, and casual hourly grocery and kitchen employees, including Bakers, Baker Leads, Buyers, Center Store Assistant Managers, Center Store Clerks, Central Kitchen Leads, Cooks, Deli Clerks, Deli Leads, Dishwashers, Front End Clerks, Front End Leads, Housekeepers, Managers on Duty, Meat & Seafood Clerks, Meat & Seafood Leads, Packagers, Prep Cooks, Produce Clerks, Produce Leads, Receivers, Reconciliation Clerks, Wellness Clerks, and Wellness Leads employed by the Employer at the Employer's East 7th store located at 740 E 7th St, St Paul, MN 55106, the Employer's West 7th store located at 1500 7th St W, St Paul, MN 55102, and the Employer's Selby store located at 622 Selby Ave, St Paul, MN 55104.

Excluded: Applications support employees, human resource employees, marketing employees, accountants, accounting clerks, accounting specialists, data coordinators, talent acquisition employees, training specialists, office clerical employees, administrative employees, confidential employees, department heads/department managers, directors, facilities managers, managerial employees, and supervisors and guards as defined by the National Labor Relations Act, and all other employees.

#### 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 sixty-first (61<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the sixty-first (61<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.
- B. "In good standing," for purposes of this Agreement, is defined to mean the payment of standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied 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.
- a. Following sixty (60) days of probation, 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 wages of the employee from each bi-weekly paycheck 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 bi-weekly paycheck 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 employees for whom deductions were made.

- b. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and furnish the Employer with a record of such refund.
- B. 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 Club or decisions on Club expenditures.
- C. Together with the transmittal of dues deductions the Employer shall supply the Union an electronic list of employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, email, department, job classification, date of hire, social security number, wage rate, work location and company employee ID number. The Employer will also include an electronic list of terminations during the previous pay period. The termination list shall include the date of termination.
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suites or other form of liability as may arise out of or by reason of action taken or not taken by the Employer in compliance with the provisions of this Article and related requests of the Union.

#### SECTION 1.5: ORIENTATION

The Employer agrees that it will permit Union Representatives and/or stewards to meet with members of the bargaining unit at new employee orientation for up to fifteen (15) minutes to discuss the benefits under this Agreement and of Union membership. Time spent by one steward to meet with employees during their new hire orientation, shall be paid. The Employer agrees to provide the Union with the new employee orientation schedule and will communicate any changes to the schedule. The Employer will notify the Union when members of the bargaining unit will attend a new employee orientation.

## ARTICLE 2 CLASSIFICATION OF EMPLOYEES

#### SECTION 2.1: FULL-TIME

A full-time employee shall be defined as an employee who is regularly scheduled to work at least sixty (60) hours in a two (2) week pay period.

## SECTION 2.2: PART-TIME

A part-time employee shall be defined as an employee who is regularly scheduled to work less than sixty (60) hours, but at least twenty-four (24) hours, in a two (2) week pay period. A request to work on a part-time basis will not be unreasonably denied.

## SECTION 2.3: CASUAL EMPLOYEE

A casual employee is an employee who does not work a regular set schedule. Casual employees may not work, on average (over a quarter), more than twelve (12) hours per week and must work at least two shifts per month, on average.

## SECTION 2.4: TEMPORARY EMPLOYEES

An employee hired to fill a temporary position for a specific period, including seasonal employees (from the period of November 1<sup>st</sup> through January 1<sup>st</sup>) and employees hired for the plant sale. The employer agrees it will not use temporary employees to permanently replace bargaining unit employees.

The parties agree that temporary employees will be eligible to apply for open part- and full-time positions.

## SECTION 2.5: BARGAINING UNIT WORK

The parties acknowledge and agree Store Directors, Department Managers, Purchasing staff, and Central Kitchen Managers regularly perform work also performed by the bargaining unit and may continue to do so. Additionally, nothing in this Agreement shall restrict the Employer's right to have non-bargaining unit employees perform work normally performed by bargaining unit employees under any of the following circumstances:

- (1) to cover for unplanned absenteeism
- (2) to train employees or perform demonstrations for employees and/or customers
- (3) in situations where the failure to perform the work could result in bodily injury, or loss or damage to business, product, equipment, or buildings
- (4) in case of emergency
- (5) when positions are open and posted but not yet filled
- (6) to provide additional seasonal support (such as during the winter holiday season (November 1 – January 1))
- (7) when work is performed by temporary interns from non-profit or educational institutions (the number of interns shall not exceed two (2), in any one (1) business unit)
- (8) where the non-bargaining unit staff work 1-2 shifts per week in order to maintain full-time employment

Additionally, vendors may assist with inventory counting, resets, and displays. Vendors may also stock their own products, provided no employee is on layoff, and in any case where they require the ability to do so.

ARTICLE 3  
PAY PERIODS, WORK DAY, WORK WEEKS

SECTION 3.1: PAY PERIOD/PAY DAY

Employees will be paid at regular intervals, every two weeks. The date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees.

Employees may choose to receive their pay via Direct Deposit.

An Employer error in an employee's paycheck shall be paid as soon as practicable after the error is recognized. Employees may opt to receive a check, or have the amount in error added to the next pay period.

SECTION 3.2: BASIC WORK WEEK

The basic workweek shall be from 12 a.m. on Monday through 11:59 p.m. on Sunday.

SECTION 3.3: OVERTIME PAY

- A. All work performed by hourly employees 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.
- B. As far as practicable, all scheduled overtime will be voluntary and will be offered by seniority among those employees who are willing and have been trained to perform the work and are assigned to the "home" business unit where the work will be performed. If there are not sufficient trained volunteers to work needed overtime, the employer may assign overtime in reverse seniority order (among trained employees, first within the same home business unit and then across locations).

ARTICLE 4  
SCHEDULES

SECTION 4.1: WORK SCHEDULES

- A. The Employer will make every effort to schedule employees with a regular weekly schedule, while taking into account pre-approved time off requests. Weekly work schedules will be posted ten (10) days prior to the start of the work week. Any changes to the posted schedule will be by mutual agreement.
- B. Employees may notify the Employer of their preferred hours within their stated availability and the Employer agrees to take their preferred hours, and seniority, into consideration in scheduling employees, in accordance with staffing and scheduling needs.
- C. Employees may not be scheduled for more than six (6) consecutive days, except by mutual agreement. If requested and consistent with the needs of the business, an employee's regular schedule shall include two (2) consecutive days off.

- D. Scheduled shifts may not be less than four (4) hours for part-time or casual employees and not less than six (6) hours for full-time employees, except by mutual agreement. Shifts may also be shorter when required by law or on days when the store operating hours are reduced.
- E. Employees shall be scheduled to have no less than twelve (12) hours off between shifts, except by mutual agreement.
- F. All employees will be assigned a “home” location. Employees may only be scheduled at a different location by mutual agreement, except Specialized positions (such as Assistant Department Manager, Cheese Buyer, Manager on Duty, and Central Kitchen Lead) which may be scheduled to work at a different location to cover for an employee absence or vacancy. If an employee’s work location is different from their home store, it will be noted on the posted schedule.
- G. At hire, employees will be assigned a primary department or departments. An employee’s primary department(s) may be changed by mutual agreement.
- H. It is agreed that the Employer will provide schedules for all employees and departments when asked by the Union.

#### SECTION 4.2: MINIMUM CALL-IN

An employee who is asked to work additional hours outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except by mutual agreement. A four-hour minimum will not apply to time spent in training, onboarding, or scheduled meetings.

#### SECTION 4.3: SPLIT SHIFTS

No employee shall be required to work a split shift (meaning being required to work twice in one day with more than a two-hour gap). Employees will be allowed to work a split shift by mutual agreement.

#### SECTION 4.4: BREAKS

Employees who are scheduled for four (4) to six (6) hours in a given shift will be entitled to a 20-minute paid break. Employees who are scheduled to work more than six (6) hours in a given shift will be entitled to a 40-minute paid break.

Break times are scheduled to meet the store’s needs. Employees may divide their breaks into 10-minute increments, upon request and approval from their supervisor.

Restroom Breaks: Employees will be given restroom breaks as needed during their shift; such time will be exclusive of paid breaks. Employees will communicate with their department when they will be off the floor or away from their work area.

ARTICLE 5  
WAGES

SECTION 5.1: WAGE RATES

Upon ratification of the CBA, employees shall be moved onto the wage scale based on their current service length in role. If this would not otherwise give them an increase of \$0.50 or more, their rate will be adjusted to reflect a \$0.50 increase over current.

Upon promotion from one level to another, employees will receive a \$1 increase and be slotted into the scale accordingly and progress from there.

All wages are minimums.

See Appendix "A" Wage Scales.

SECTION 5.2: CROSS-TRAINING

Employees who are asked to work in a department other than their primary department(s) shall receive the appropriate rate of pay for the position worked or their regular rate of pay for the scheduled role, whichever is higher.

ARTICLE 6  
OTHER WORKING CONDITIONS

SECTION 6.1: EMPLOYEE EDUCATION AND TRAINING

Training shall be a mandatory topic of the labor management committee (LMC).

SECTION 6.2: HARASSMENT:

The Employer agrees that it will not permit harassment in the workplace and will maintain and enforce a policy prohibiting harassment.

SECTION 6.3: NON-DISCRIMINATION

The Employer agrees that it will not discriminate against or treat any worker differently because of Union membership, support or activity; race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; or marital or veteran status. If a bargaining unit employee has filed a discrimination charge or a lawsuit about alleged discrimination or harassment, the Union will not pursue arbitration of a grievance on the same subject.

#### Section 6.4: EMERGENCY CONTACT

The Employer will make available contact information for management who may be called in the event of an emergency.

### ARTICLE 7 SENIORITY, VACANCIES, LAYOFFS

#### SECTION 7.1: SENIORITY

An 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.

Bargaining Unit Seniority shall be defined as length of continuous service in the bargaining unit. In the case of two or more employees starting active employment on the same day, their seniority ranking will be determined by lot.

The Employer will maintain a seniority list for each location. The list will be updated and posted on a quarterly basis and will contain each employee's name, date of hire, and job title. The list will be posted electronically.

Employees who leave employment with the employer and are eligible for rehire shall maintain their seniority for a period of ninety (90) days.

Employees on or returning from an approved leave of absence shall retain their seniority.

#### SECTION 7.2: PROBATIONARY PERIOD

All newly hired employees will be on probation for sixty (60) calendar days. The employer may extend the probationary period an additional thirty (30) days with notice to the Union. During the probationary period, such shall be subject to immediate discharge at the sole discretion of the Employer. After completion of the probationary period, employees will attain seniority with the Employer, with their seniority date reverting to the first day of active employment in the bargaining unit. During their probationary period, employees may not apply for open positions without store director approval.

#### SECTION 7.3: VACANCIES

With the exception of the clerks, housekeeper, or dishwasher classifications, the Employer will internally post all openings for bargaining unit positions for seven (7) calendar days. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required for the position they are applying for at the time of application. The Employer will, through an interview process, determine and select the most qualified candidate for the position. Such qualifications will be determined by the employer. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

Current employees may change positions no more than twice per year. Exceptions may be made by mutual agreement.

#### SECTION 7.4: JOB DESCRIPTIONS

The Employer will create, maintain and make available up to date job descriptions for all positions in the bargaining unit.

The Company agrees to discuss changes to bargaining unit job descriptions at the Labor Management Committee, upon request.

#### SECTION 7.5: LAYOFF AND RECALL

Layoff will be by reverse seniority with the least senior being the first one to be laid off, provided the remaining employees are qualified and available to perform the remaining work. Employees on layoff will be recalled by seniority with the most senior being recalled first, provided the employees are qualified and available for the position to be filled.

Employees on layoff will be eligible for recall for twelve (12) months. After twelve (12) months, a laid off employee will be terminated. It is the duty of the employee on layoff to keep the Employer informed of their up-to-date contact information, including email address. The employer will send recall notices to the provided email address unless an employee specifically requests otherwise.

#### SECTION 7.6: TERMINATION OF SENIORITY

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

- (1) Quits
- (2) Continuous layoff of more than twelve (12) months;
- (3) Is discharged;
- (4) Fails to return from an approved leave of absence; or
- (5) Fails to respond within fifteen (15) calendar days of the date notice to return to work is sent.

### ARTICLE 8

#### UNION-EMPLOYER COOPERATION

#### SECTION 8.1: UNION STEWARDS

The Union has the right to appoint stewards, up to three (3) per location. The Union will identify to the Employer and notify the Employer of any changes to appointed stewards. In no instance shall a 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 Employer's business. The Union agrees to assist the Employer in addressing issues related to a steward's union work interfering with their performance of their job responsibilities.

#### SECTION 8.2: UNION VISITATION

Authorized representatives of the Union shall be permitted access to the stores at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business. When possible, the representative(s) will provide the employer with twenty-four (24) hours' notice of any such visit. If twenty-four (24) hours' notice is not possible, the Union representative will provide the employer with as much advance notice as possible.

Union representatives shall adhere to any specific health, safety, and security protocols that are required to access certain areas. Any conversation on the sales floor resulting in more than a brief greeting or

introduction should occur in non-work time, unless by mutual agreement between the Union and the Employer.

#### SECTION 8.3: LABOR-MANAGEMENT COMMITTEE (LMC)

A committee composed of bargaining unit members, up to two (2) per location, and an additional member from the Central Kitchen, up to one Union Representative, and up to an equal number of Employer representatives, shall be established for purposes of discussion of workplace problems arising under the terms and conditions of this Agreement. Such a committee shall meet monthly-for the first six (6) months following the ratification of this agreement and quarterly thereafter, unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure.

#### SECTION 8.4: BULLETIN BOARD AND UNION LABEL

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

The Union agrees to issue a Union store card or Union Label window decal to the Employer for each store. Such Union store card or decal is, and shall remain, the property of the Union. The Employer agrees to display such Union store card or decal in a conspicuous area accessible to the public.

#### SECTION 8.5: NO STRIKE-NO LOCKOUT

- A. No Strike: Neither the Union nor any of its officers or agents nor any employees covered by this Agreement will, for the duration of this Agreement, instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, refusal to cross a picket line, secondary boycott, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform scheduled overtime, mass absenteeism, or any other intentional interruption, interference, or disruption of the operations of the Employer.
- B. No Lockout: The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union as long as there is good faith compliance by the Union with this Article.

#### SECTION 8.6: EMPLOYEE SAFETY

- A. Commitment to Safety: The health and safety of employees and others on the Employer's property are of critical concern to all parties. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety health hazard identified as needing correction by a duly-authorized regulatory agency. If an employee becomes aware of a hazard, they should report the unsafe working condition to management. The Employer agrees to investigate all hazards, unsafe conditions and accidents brought to its attention and to address all hazards and unsafe conditions its investigation reveals.
- B. Safety Training: The Employer will not ask or allow any employee to work or operate any equipment until the employee has received all required training.
- C. Personal Protective Equipment: The Employer will furnish, at its expense, face masks and all other safety and personal protective equipment required by law.
- D. Accident Report: The Employer will provide the Union with accident reports for OSHA reportable injuries upon request.

- E. Safety Committee: A committee composed of up to four (4) bargaining unit members including one (1) Union Steward, and up to the same number of Management representatives shall be established to discuss safety issues. Such committee shall meet quarterly, unless mutually agreed otherwise. Meeting dates and notes of the committee meetings will be kept and posted electronically. Safety committee meetings will be held at each location on a rotating basis.
- F. Inclement Weather: An employee shall not receive attendance infractions for an unforeseen absence that occurs when a “No Travel Advisory” has been issued by the Minnesota Department of Transportation covering the cities of Minneapolis and/or St. Paul for the timeframe an employee must travel. Employees may, but are not required to, use paid time off benefits to cover the absence.

#### SECTION 8.7: SEARCH OF EMPLOYEE PROPERTY

The Employer will not search an employee’s vehicle, person, personal property or locker without reasonable suspicion of substance use, theft, or a safety risk or express permission from the employee. No search of any kind shall be conducted without either permission or reasonable suspicion of substance use, theft, or safety risk except by a duly recognized agent of law enforcement and as legally permitted or required by law as part of a criminal investigation.

### ARTICLE 9 DISCHARGE/DISCIPLINE

#### SECTION 9.1: JUST CAUSE

No employee who has completed their probationary period shall be disciplined or discharged except for just cause.

The parties agree that serious offenses may constitute just case for immediate termination. Such offenses include, but are not limited to: theft, falsification of records or documents, violation of the Employer’s non-discrimination or harassment policies, threats of violence, violent behavior, gross negligence, reckless behavior, and safety violations.

### ARTICLE 10 GRIEVANCE AND ARBITRATION

#### SECTION 10.1: GRIEVANCE:

- A. A grievance is defined as any dispute or disagreement concerning the application or interpretation of this Agreement.
- B. The steps in the grievance procedure are as follows:
  - (1) When a grievance arises, the employee (with or without a Union representative) will attempt first to settle the matter with the Employer.

- (2) If the grievance is not resolved under step (1), it shall be reduced to writing by the Union. The written grievance must be submitted to the Employer within fifteen (15) calendar days following the exhaustion of step (1).
  - (3) Within fifteen (15) calendar days following the receipt of the step (2) written grievance by the Employer, the Union and the Employer will schedule a meeting in an attempt to resolve the grievance. The Employer shall issue a written decision within fifteen (15) calendar days following the step (3) meeting.
  - (4) If the grievance is not resolved in step (3), the parties may agree to submit the matter to mediation.
- C. For grievances regarding discharge without just cause, step (1) may be skipped, but the grievance must be filed in writing at step (2) with the Employer within fifteen (15) calendar days after the receipt of the discharge notice. Grievances regarding discipline without just cause must be filed in writing at step (2) with the Employer within fifteen (15) calendar days after the receipt of any discipline by the employee. Any other grievance must be filed in writing at step (2) with the Employer within fifteen (15) calendar days after the employee has knowledge of the occurrence giving rise to the grievance.

#### SECTION 10.2: MEDIATION

Any discharge or dispute that cannot be resolved under the provisions of Section 10.1 may be referred by mutual agreement to Federal Mediation and Conciliation Services (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 10.1. Either party may elect to bypass mediation and refer the matter directly to arbitration.

#### SECTION 10.3: ARBITRATION

- A. If a dispute or discharge is not resolved by the provisions of Sections 10.1 and 10.2, 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 fourteen (14) calendar days of notification, the parties cannot agree on a neutral third (3rd) party, either party may petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators, on a regional basis. Either party may reject one panel and request a new one. The parties shall alternately strike from this list until one (1) name remains, with the party filing the grievance striking first. That person shall be the arbitrator to hear and decide the grievance.
- C. The arbitrator 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 arbitrator shall be equally shared by the parties.
- E. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

#### SECTION 10.4: LIMITATIONS ON ARBITRATOR

The arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

#### SECTION 10.5: TIME LIMITS

The parties agree to adhere to the time limits set forth above. The time limits may be extended by mutual agreement.

### ARTICLE 11 LEAVES AND SICK TIME

#### SECTION 11.1: S.P.U.R. (SPECIAL PROJECT UNION REPRESENTATIVE) LEAVE

The Employer agrees that it will provide a leave of absence for employees-for a period of time to assist the UFCW International or the Local for work as a Union representative. Leave will be for a period of up to six months unless a longer period of time is mutually agreed to.

An employee wishing to take such leave shall provide the Employer with at least forty-five (45) days notice of their desire to take such a leave. It is understood that the Union will make any contributions necessary to continue the employee's benefits as provided by the Agreement during this leave of absence. The parties agree the Employer SPUR leaves may be limited to two employees (from different business units) at any one time and only one may be an employee holding a specialized position (such as Assistant Department Manager, Cheese Buyer, Manager on Duty, and Central Kitchen Lead).

Employees shall return to their prior position, unless mutually agreed otherwise.

Employees may be required to work across locations to cover for employees on SPUR leave or an employee engaged as a Servicing Steward.

#### SECTION 11.2: SERVICING STEWARD

When requested by the Union, the employer shall allow one member of the bargaining unit to be excused from work to assist the Union as a Union Representative. The member shall be excused one (1) day per week on an ongoing basis for up to one year. The Employer may choose the day of the week the member will be released and may choose up to six (6) weeks per calendar year during which the member shall not be released.

#### SECTION 11.3: FMLA/MINNESOTA PARENTAL LEAVE

Employees will be provided with leaves of absence pursuant to Employer policy and as required by applicable law.

Employees may be required to use their accrued paid time off (PTO) during any leave period which is covered by the Family and Medical Leave Act and/or the Minnesota Pregnancy and Parenting Leave Act for which they are not already receiving Paid Family Leave pay from the State. No employee shall be

required to use PTO concurrently with FMLA Leave if such requirement would reduce their PTO balance below two weeks, based on the employees' average hours worked per week. Employees will be required to utilize FMLA, Minnesota Pregnancy and Parenting Leave, and Minnesota Paid Leave concurrently, to the extent authorized by law.

The Employer will notify the Union when an employee is on an approved, legally protected leave.

#### SECTION 11.4: MEDICAL LEAVE OF ABSENCE

- A. In case of accident, injury, pregnancy, sickness, or other unexpected medical circumstances which renders an employee, who has completed their probationary period, unable to work, a leave of absence shall be granted for the period of time that the employee is certified by a medical provider as temporarily unable to work, up to a period of three (3) months. This leave may be extended by mutual agreement with medical certification. Such leave will run concurrently with FMLA, Minnesota Paid Family Leave, or Minnesota Parental Act Leave, as applicable and as permitted by law.
- B. Employees returning from an approved accident, injury, pregnancy, or sickness leave of absence within twelve (12) weeks shall be returned to their regular schedule and job classification held prior to the leave, if practicable or where required by law.
- C. Unless the Employer and the employee mutually agree otherwise, the employee will be returned to work on the next work schedule to be posted subsequent to the employee's request to return to work and verification of capacity to return.
- D. The employee shall advise Human Resources of their intent to return to work with at least two-weeks advance notice. The employee may return to work before the next posted schedule if a mutual agreement is reached.
- E. In case of injury on the job, the employee shall be paid for the remainder of their scheduled shift on the day of injury, providing a doctor verifies the employee is unable to return to work or the employee chooses to use ESST.
- F. The Employer may require verification of the need for such a leave.

#### SECTION 11.5: VOTING AND ELECTION LEAVE

Every employee who is eligible to vote in a primary or general election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of the election. Employees will notify the Employer when they will be gone and will attempt to coordinate their absences to minimize disruption.

The employee will be paid for all reasonable time spent away from the store to vote.

#### SECTION 11.6: UNPAID PERSONAL LEAVE OF ABSENCE

- A. With the approval of the Employer, an unpaid personal leave of absence that is not covered by other leaves provided in this Agreement may be taken under the following conditions for personal reasons. Time spent on such an unpaid personal leave of absence will not count for accrual towards any benefits.
- B. Conditions of an unpaid personal leave of absence:

- (1) The employee must have worked for the Employer for at least one (1) year.
- (2) The employee must utilize all unused and accrued paid time off before taking an unpaid personal leave of absence.
- (3) Whenever possible, the employee should notify the Employer at least three (3) months in advance of when the employee desires to start their unpaid personal leave of absence.
- (4) Any benefits an employee was receiving will be discontinued during the period of unpaid personal leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.
- (5) The employee will be allowed to take an unpaid personal leave of absence only by mutual agreement. The decision as to whether or not to allow an employee to take an unpaid personal leave of absence will be based on business needs.
- (6) If approved, an unpaid personal leave of absence will be granted for up to thirty (30) days and, subject to further approval, may be renewed in thirty (30) day increments, up to a maximum of three (3) months.
- (7) Upon the expiration of the unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence, but reinstatement to the employee's previous position and/or hours is not guaranteed. If the Employer is not able to reinstate an employee to their previous position and hours upon the expiration of any unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the first available open position provided that the employee is qualified for such an open position, and provided it is the same or lower level as the employee's prior position. Upon the expiration of that three (3) month period, the Employer will have no obligation to reinstate the employee.
- (8) An employee who fails to return to work on the scheduled date at the expiration of an unpaid personal leave of absence will be considered to have voluntarily resigned, effective as of the employee's last day of work.

#### SECTION 11.7: TEMPORARY REPLACEMENTS

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer will first ask for qualified volunteers electronically and may select the best qualified volunteer. If there are no qualified volunteers, the Employer shall have the right to select the employee who will replace the employee on leave. The employee chosen for the temporary assignment will be paid the appropriate rate of pay.

The Employer will have the right to utilize temporary workers for a period of up to 6 months to fill in when employees are on approved leaves of absence.

#### SECTION 11.8: EARNED SICK AND SAFE TIME

The Employer will comply with the City of St. Paul and Minnesota's Earned Sick and Safe time laws, and will apply ESST to all employees covered under this Agreement.

SECTION 11.9: MINNESOTA PAID FAMILY LEAVE

- A. Employees will be eligible for Minnesota Paid Family Leave as required by law. The benefit year used will be a rolling 12-month period.
- B. Premium Share: Effective January 1, 2026, the Employer shall pay 50% of the Family and Medical Leave premiums required by the Minnesota Paid Family Leave law and shall deduct 50% of the required premium cost from employee paychecks.
- C. Employees may not use Employer-provided PTO (vacation) benefits as “supplemental benefits,” but may choose to use such benefits to cover leave taken pursuant to the Minnesota Paid Family Leave law in lieu of receiving payment of benefits from the state.
- D. The Employer retains the right to choose to utilize either the state administered benefits plan or an equivalent private plan to provide the required benefits. In the event the Employer moves to a private plan, employees will pay 50% of the state premium or 50% of the private plan premium, whichever is lower.
- E. The Employer will allow eligible employees to use up to 480 hours of PFML time per calendar year on an intermittent basis.
- F. If the Minnesota Paid Family Leave law is repealed, this section will be of no effect.

SECTION 11.10: BEREAVEMENT LEAVE

Employees will receive up to 4 paid scheduled shifts for the loss of a loved one. This paid leave covers the following relationships: the employee’s immediate family or their partner's immediate family (includes parents, siblings, children, grandparents) or someone living in their household. In the event that the employee must leave the country to attend a funeral or memorial service, the employee shall be granted two additional unpaid days.

Employees will receive up to 2 unpaid excused absences for loss of a loved one not covered above. Employees may request additional unpaid time off, which the Employer may approve or deny, based on the needs of business.

SECTION 11.11: PAID TIME OFF

Employees shall receive PTO (vacation) at the following rates based on years of service.

Employees shall be allowed to take PTO hours in fifteen (15) minute increments. PTO requests must be made at least three (3) weeks in advance. Employees may, by mutual agreement, be granted PTO with less than three (3) weeks’ notice.

PTO shall accrue on all hours worked.

Month of Service	Days (Estimated)	Accumulation Rate
0-23	10	.0385
24-35	12	.0426
36-59	15	.0577
60-107	18 23	.0692
108+		.0886

PTO (vacation) may be carried over from year to year up to a limit of 240 hours.

PTO (vacation) balances will be paid out on termination only if the employee completed their probationary period prior to their departure and either provided the Employer with at least two weeks' notice of their planned departure or were involuntarily terminated for a reason other than misconduct. Employees terminated for misconduct (e.g., harassment, discrimination, violence, etc.) are not eligible for PTO (vacation) payout.

#### SECTION 11.12: COMMUNITY SERVICE HOURS

The Employer shall continue offering Community Support Hours (CSH) for bargaining unit employees, up to sixteen (16) hours per year for full-time employees and up to eight (8) hours per year for part-time employees.

### ARTICLE 12 BENEFIT PROGRAMS

#### SECTION 12.1: HEALTH/WELFARE

During the term of this Agreement, the Employer shall make health insurance available to all full-time employees covered by this Agreement on the same terms and conditions as such plans are offered to non-bargaining unit employees. All matters pertaining to the plan design, amendment, claims, administration, and any other matters pertaining to the insurance plans shall be governed by plan provisions and shall not be subject to the grievance or arbitration provisions of this Agreement. When changes to the plans are necessary, the parties agree to meet and confer to discuss those changes.

#### SECTION 12.2: 401K/RETIREMENT

Bargaining unit employees will be eligible to participate in a 401(k) Plan offered by the Employer on the same basis and under the same terms as made available to non-bargaining unit employees. The Employer reserves the sole and exclusive right to amend the terms of the 401(k) Plan and make any changes relative to administration of the Plan, in its discretion. All matters pertaining to the plan design, amendment, claims, administration, and any other matter pertaining to the Plan shall be governed by plan provisions and shall not be subject to the grievance or arbitration provisions of this Collective Bargaining Agreement. When changes to the plans are necessary, the parties agree to meet and confer to discuss those changes.

#### SECTION 12.3: TOOLS, BOOTS, AND UNIFORMS

A. Tools:

The Employer shall provide employees who require a knife and gloves to perform their job duties with a knife and gloves.

B. Shoes:

The employer shall reimburse all employees who are required to wear non-slip shoes to perform their job duties up to \$60 annually to use towards the purchase of non-slip safety shoes. Funds may be rolled over up to a total balance of one hundred-eighty dollars (\$180). In order to receive these funds, employees must provide the Employer with proof of purchase.

C. Uniforms:

If a specific uniform or insignia is required by the Employer, that uniform will be provided. The quantity of such uniforms to be provided and the replacement of worn uniforms will be done in the employer's discretion.

#### SECTION 12.4: EMPLOYEE DISCOUNT

Full and part-time employees shall receive an employee discount of twenty percent (20%) on all eligible purchases. Casual employees shall receive an employee discount of ten percent (10%) on all eligible purchases. This discount may also be used by an additional designated person.

Once per day, employees shall receive a thirty percent (30%) discount on a single eligible Deli item.

#### SECTION 12.5: PROGRAMS AND INCENTIVES

The Employer may, in its discretion, offer, modify, or discontinue incentive programs for employees during the term of this Agreement. The Employer will notify the union before discontinuing any incentive program and will meet and discuss with the union, upon request.

### ARTICLE 13 HOLIDAYS

#### SECTION 13.1: HOLIDAYS

For purposes of pay considerations, the Employer recognizes the following holidays:

- New Year's Day
- Thanksgiving Day
- 4 days to be voted on by the bargaining unit after ratification, chosen from this list:
  - Martin Luther King Day
  - Indigenous People's Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Day Before Thanksgiving
  - Christmas Eve

Employees will be paid time and one-half for all hours worked on these holidays, such time will not count towards weekly overtime.

Work on these recognized holidays will be staffed with volunteers first, based on department seniority within the position being posted. If there are insufficient volunteers, the employer will schedule the required number of employees by their regular schedule. If more employees are needed, they will be scheduled by reverse seniority by their department. Staff may be sent home early on a holiday with mutual agreement.

### ARTICLE 14 MANAGEMENT RIGHTS

#### SECTION 14.1: MANAGEMENT RIGHTS

Except as specifically limited by the express terms and provisions of this Agreement, the Employer retains all traditional rights to manage and direct its affairs and its business in all its various aspects, and to manage, direct and supervise its employees; to direct, plan, control and determine all operations; to change or eliminate existing means, processes and methods of materials, equipment and facilities and/or to introduce new or improved ones; to determine what products or services, if any, shall be performed, handled or

distributed by employees and/or where they shall otherwise be performed, handled or distributed by other employees or by other persons not covered by this Agreement; to schedule and assign work to bargaining unit employees, supervisors and/or other employees; to establish, schedule and change the hours of operation of its locations and departments; to establish qualifications for hire and conditions for continued employment; to select, evaluate, train, hire, promote, and transfer employees as needed; to demote, suspend, discipline and discharge employees provided there is just cause to do so; to establish, and enforce work and performance standards and to change those standards for either existing or new jobs; to create new jobs, change the responsibilities of jobs, or eliminate jobs; to establish, make, revise and enforce rules of conduct, including rules related to attendance and safety; to lay off because of lack of work; to close all or a portion of a facility covered by this Agreement; to sell, and/or relocate such facility.

ARTICLE 15  
MISCELLANEOUS

SECTION 15.1: SEVERABILITY CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement will continue in effect. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Employer by federal or state law, such legal obligations will be controlling.

SECTION 15.2: DURATION

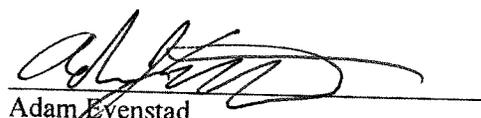
This Agreement shall continue in full force until midnight January 9, 2029.

For Mississippi Market

  
Catherine Downey  
CEO

2/16/2026  
Date

For UFCW 1189

  
Adam Evenstad  
President

2/18/2026  
Date

APPENDIX "A"  
WAGES

All wages are minimums.

**First Pay Period After Ratification (January 19, 2026)**

Service Length	Level 1	Level 2	Level 3	Level 4	Level 5
0-6 Months	17.75	18.25	18.75	20.75	21.75
6-12 Months	18.00	18.50	19.00	21.00	22.00
1 Year	18.50	19.00	19.50	21.50	22.50
2 Year	19.00	19.50	20.00	22.00	23.00
3 Year	19.50	20.00	20.50	22.50	23.50
4 Year	20.00	20.50	21.00	23.00	24.00
5 Year	20.50	21.00	21.50	23.50	24.50
6 Year		21.50	22.00	24.00	25.00
7 Year			22.50	24.50	25.50
8 Year				25.00	26.00

**Year 2 (Effective first full pay period after January 6, 2027)**

Service Length	Level 1	Level 2	Level 3	Level 4	Level 5
0-6 Months	17.85	18.35	18.85	20.85	21.85
6-12 Months	18.10	18.60	19.10	21.10	22.10
1 Year	18.60	19.10	19.60	21.60	22.60
2 Year	19.10	19.60	20.10	22.10	23.10
3 Year	19.60	20.10	20.60	22.60	23.60
4 Year	20.10	20.60	21.10	23.10	24.10
5 Year	20.60	21.10	21.60	23.60	24.60
6 Year		21.60	22.10	24.10	25.10
7 Year			22.60	24.60	25.60
8 Year				25.10	26.10
Overscale	0.25	0.25	0.25	0.25	0.25

**Year 2 (Effective first full pay period after January 6, 2028)**

Service Length	Level 1	Level 2	Level 3	Level 4	Level 5
0-6 Months	17.95	18.45	18.95	20.95	21.95
6-12 Months	18.20	18.70	19.20	21.20	22.20
1 Year	18.70	19.20	19.70	21.70	22.70
2 Year	19.20	19.70	20.20	22.20	23.20
3 Year	19.70	20.20	20.70	22.70	23.70
4 Year	20.20	20.70	21.20	23.20	24.20
5 Year	20.70	21.20	21.70	23.70	24.70
6 Year		21.70	22.20	24.20	25.20
7 Year			22.70	24.70	25.70
8 Year				25.20	26.20
Overscale	0.25	0.25	0.25	0.25	0.25

Level 1: Clerk, Dishwasher

Level 2: Meat Clerk, Deli Clerk, Housekeeping

Level 3: Prep Cook, Packager, Receiver

Level 4: Buyer, Lead, Baker, Cook, Reconciliation

Level 5: Lead (CK), Manager on Duty, Assistant Manager