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JERRY'S ENTERPRISES, Inc.
and UNITED FOOD AND COMMERCIAL WORKERS UNIONLOCAL #1189
April 5, 2026 through April 7, 2029

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ARTICLES OF AGREEMENT

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

ARTICLE 1 - UNION SECURITY

SECTION 1.1: RECOGNITION:

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of all Full-Time and Part-Time employees employed in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. The Employer will be allowed to have up to three (3) employees per store, including Store Managers, outside the bargaining unit who may perform all bargaining unit work, including the cutting of meat.

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

SECTION 1.2: UNION SHOP:

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

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

SECTION 1.3: OTHER AGREEMENTS:
No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement.

SECTION 1.4: DUES CHECKOFF:
A. 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.

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: MEAT DEPARTMENT:

A. All work performed in the meat department will be done first by bargaining unit members of the meat department (Head meat cutter, Journeymen, Wrappers, Apprentices, and Other-than-Journeymen).

1) Journeymen Meat Cutters are meat employees whose duties include 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.

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

b. Journeymen may also perform any other work in the Meat Department. In the absence of any other work in the Meat Department, Journeymen Meat Cutters will be allowed to perform all functions in the store and will maintain their rate of pay when performing the duties assigned.

2) Wrappers, Apprentices and Other-than-journeymen are meat employees whose duties include all work in the meat department. Wrappers, Apprentices and Other-than-journeymen employees will be allowed to work in all areas of the store.

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

SECTION 1.6: 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.

B. Past Experience:

1) An employee shall receive full credit for past experience provided they return to work for the same company and into the same classification with no more than a two (2)-year break in service. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

2) When an employee returns to work for the same company, is hired from a different Employer or is being promoted from Part-Time to Full-Time, the employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be

credited for wage purposes. Where a rate is established that is higher than the starting rate, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

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

SECTION 2.2: SUNDAY WORK:

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

B. Work on Sundays may be required for all employees. No employee may be required to work more than forty six (46) Sundays.

C. No Senior Retail Specialist employee hired prior to March 1, 1998 or Meat department employee hired prior to April 15, 2012 who has regularly worked on Sundays and who requests to continue to work Sundays on a regular basis shall be displaced from working their historical Sunday schedule. To retain this guarantee, the employee must continue to be available for their historical Sunday schedule.

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

E. Rates of pay shall be as follows:

1) Straight time pay for:
   a. All Senior Retail Specialists (including department heads) and Full-Time Maintenance employees hired or promoted from Part-Time after March 8, 2008.
   b. Universal employees, Regular Part-Time, and Prime-Time.

2) Straight time plus a$ .50 per hour premium for:
   a. All Utility employees.

3) Time and one-half (1-1/2) the straight time rate of pay for:
   a. All Senior Retail Specialist employees (including department heads) and Full-time Maintenance employees hired or promoted from Part-Time before March 9, 2008.
   b. All Meat employees (Full and Part-Time).

SECTION 2.3: BASIC WORK WEEK/WORK DAY:

A. The basic workweek shall be forty (40) hours to be worked in any five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive.

1) The basic work week will be Monday through Saturday and time worked on Sunday and holidays shall be outside of the basic work week for:

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

b. All Regular Part-Time and Utility employees.

c. All Meat employees (Full and Part-Time).

2) The basic workweek for all other employees is Sunday through Saturday but exclusive of hours worked on holidays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays, unless otherwise requested.

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

B. 40 Hour Week: On an individual basis, employees may elect to work "flexible schedules" where overtime is paid after forty (40 hours) of work. The request may be initiated by either the employee or the Employer and must be made in writing, and must be by mutual agreement.

C. Scheduling Option: All Full-Time employees whose basic work week is Monday through Saturday and who have Sunday hours guaranteed under 2.2.C. above shall have the option of working five (5) days [including Sunday at time and one-half (1-1/2) the regular rate of pay] with two consecutive days off during the week, or working six days. The Employer will use its best efforts to schedule based on such employee elections and the Employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Employees will make their scheduling elections four (4) times each year, to be effective for three (3) month periods.

SECTION 2.4: OVERTIME PAY:

A. Regular Week:

1)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.

2)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: All Full-Time employees will receive premium pay (time and one-half) for hours worked after 6:00 p.m. on New Year's Eve, and hours worked on New Year's Day and Thanksgiving Day. Hours worked on Easter, and Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

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

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

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

SECTION 2.5: 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; Sunday schedules for all employees shall be posted two (2) weeks in advance. The Employer will set up a schedule of work for the employees in the meat department which shall be regular each week. Two (2) weeks' notice will be given to employees in the meat department if changes are required in the basic scheduled work week. The schedule shall also include the employee's meal period and days off.

B. Consistent day off: The Employer shall provide all 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. 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. Employees may request and be granted their days off consecutively, Monday through Thursday, or by mutual agreement with their Employer.

C. Part-Time Employees:

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

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

D. Night work: It is agreed that no employee except for employees on the night crew shall be required to work more than three (3) nights per week.

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

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

G. Electronic Schedules: 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 SCHEDULED HOURS:

A. An employee shall be guaranteed no less than four (4) hours of work each time they are scheduled to work or receive pay in lieu thereof except: (1) for an employee who may be restricted to shorter daily hours under state law, (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 shall be scheduled for less than eighteen (18) hours per work week [twelve (12) hours for a Prime Time employee] unless they have requested fewer hours in writing and the Employer agrees (mutual agreement) and during periods of temporary hours reductions, where the Employer may schedule the least senior employees no less than six (6) hours on Saturdays.

C. At least twenty-four percent (24%) of Part-Time employees in each store, in order of Part-Time seniority, will be offered the opportunity to work schedules of at least twenty-nine (29) hours or more per week. A senior regular Part-Time employee may choose to be scheduled for less than twenty-nine (29) hours by written request to the store manager.

SECTION 2.8: MINIMUM CALL-IN:

An employee who is called in to work outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except where the employee requests fewer hours and the Employer agrees.

SECTION 2.9: SPLIT SHIFTS:

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

SECTION 2.10: EMPLOYEE BREAK TIME:

A. Rest Periods (Employer's Time):

1) All employees shall receive a paid rest period of (15) minutes for every three (3) hours worked not to exceed thirty (30) minutes in any work day of less than twelve (12) hours. Employees entitled to two (2) fifteen (15) minute paid break periods will continue to be

allowed to take their breaks consecutively where the practice exists. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

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

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

SECTION 2.11: OTHER WORKING CONDITIONS:

A. Time Clocks: Where time clocks are installed, each employee shall, as a condition of employment, be required to "clock-in". Failure to properly "clock-in" may be cause for discharge.

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

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

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

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

F. Travel time and Mileage:

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

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

3) No employee will be required by the Employer to make a delivery to a store or a customer. Employees, at the direction of the Employer, may be required to make a delivery using a company provided vehicle.

G. 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 any available paid benefit time to cover their absence.

SECTION 2.12: WAGE-HOUR LAW COMPLIANCE:
Notwithstanding any other provision of these Articles of Agreement, no employee who is restricted under applicable wage-hour laws from working in excess of three (3) hours on any given shift shall be scheduled or assigned to work in violation of such legal restrictions.

ARTICLE 3 - FULL-TIME/PART-TIME RATIOS

The Employer must maintain a minimum total bargaining unit workforce, ratio of Full-Time to Part-Time, of 30%:70%. Full-Time waivers employees, if they are not current employees will not count in this ratio. Waiver, Prime Time and Utility employees are excluded from this ratio. Regular Part-Time employees on Full-Time waivers will be counted as Part-Time.

Prime Time employees may not exceed a maximum of thirty (30) percent of the Employer's combined Part-Time, Utility and Prime Time work force, companywide.

A report of Prime-Time employees will be posted quarterly in the break room.

ARTICLE 4 - SENIORITY

SECTION 4.1: DEFINITION OF SENIORITY:.
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

B. 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.

C. Seniority will be applied on the basis of the following classifications:

1) Full-Time employees
   Includes: Department heads, Senior Retail Specialists, Universal, Full-Time Maintenance, Journeymen, and Wrappers.

2) Part-Time employees
   Includes: Regular Part-Time and Other-than-Journeymen.

3) Utility employees
   Employees formerly classified as bagger/carryout/Part-Time maintenance.

4) Prime-Time employees

5) Certified Pharmacy Technicians

6) Non-Certified Pharmacy Technicians

D. Prime-Time and Part-Time employees will have separate seniority (among themselves within the classification), but will maintain their seniority date (Prime-Time or Part-Time) when moving between Prime-Time or Part-Time classifications.

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

SECTION 4.2: APPLICATION OF SENIORITY:

A. Probationary Period:

1) All newly hired employees will be on probation for thirty (30) shifts 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 promoted from Utility clerk to Prime-Time or regular Part-Time will have a twenty (20) shift probation period to demonstrate the ability to perform basic job functions or opt to return to their previous classification. Employees who fail to perform basic job functions or opt to return, will be returned to their previous classification and previous rate of pay without loss of seniority.

B. Department Heads: Employees who are promoted or hired into department head positions will be given "super seniority" for lay-off purposes, only, after they have been in the department head position for eighteen (18) months. During the eighteen (18) month period the employee retains their date as a Full-Time employee.

An employee who voluntarily steps down or is demoted for cause from the department head position, will be placed in the appropriate Full-Time classification of Senior Retail Specialist, Universal Employee or Journeyman, with their original seniority date in that position. An employee who is removed from the department head position without cause will be placed in the appropriate Full-Time classification and will maintain their rate of pay.

C. Layoff and Recall: Lay-off will be by reverse seniority in each classification. The last laid-off will be the first recalled.

1) Full-Time: Full-Time employees hired prior to (April 15, 2012) cannot be laid-off or involuntarily reduced in hours. For the purposes of lay-off, all Full-Time classifications

are merged and company-wide. The least senior hired or promoted will be the first to be laid off or reduced in hours. Full-Ttime employees who are laid off may elect to work Part-Time. Full-Time employees who are reduced to Part-Time will be placed at the top of the Part-Time seniority list and will be paid the top of the Part-Time scale or, if their current Full-Time rate of pay is lower than the top of the Part-Time scale they will be placed on the nearest rate on the Part-Time scale and progress from there.

2) Part-Time: For the purposes of lay-off, Part-Time employees shall have seniority within their store and company-wide seniority after five (5) years of employment as a Part-Time employee. In the event of layoff, a Part-Time employee with five (5) or more years of employment may bump the most junior regular Part-Time employee with the Company. In the case of layoff, a Part-Time employee has the right to bump Utility employees (and be paid the appropriate Utility rate) provided the Part-Time employee has greater total Part-Time and Utility seniority than the employee being bumped. The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.

3) Utility: For the purposes of lay-off and recall, Utility employees shall have seniority within their store. After five (5) years of employment, the Utility employee's seniority date will be merged with the Part-Time seniority on a company-wide basis and the employee will have the right to bump the most junior Part-Time or utility employee with the Company. The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.

4) Prime-Time: Prime-Time employees will be laid off first as a group within the store. The first Prime-Time to be laid off will be the most recently hired, without regard to grocery/delicatessen designation. In the event of a reduction in the work force at one of the Employer's stores, all Prime-Time must be laid off before employees in any other seniority classification may be laid off. Laid off Prime-Time employees shall have no right to bump or displace any other employee.

5) Certified Pharmacy Technician: In the event of a reduction of force in the Employer's Pharmacy, the least senior, based on their date of hire will be the first laid off from the pharmacy. If the Certified Pharmacy Technician who is laid off from the pharmacy transferred directly from one of the other classifications listed in 4.1C. above, they will maintain their original seniority date in that classification and may be scheduled in other areas of the store.

6) Non-Certified Pharmacy Technician: In the event of a reduction of force in the Employer's Pharmacy, the least senior, based on their date of hire, will be the first laid off from the pharmacy. If the Non-Certified Pharmacy Technician who is laid off from the pharmacy transferred directly from one of the other classifications listed in 4.1C. above, they will maintain their original seniority date in that classification and may be scheduled in other areas of the store.

D. Preference of Hours

1) Senior Retail Specialist employees hired before March 7, 2005 will be allowed to exercise their preference of hours. It is agreed that preference, if qualified, shall be given to the more senior, Senior Retail Specialist employees within the store in granting the more desirable schedule of hours among Full-Time non-meat positions.

Department heads and employees designated for management training may be scheduled without regard to preference. Employees who are Department Head as of (April 15, 2012) will not be adversely affected in their schedule due to the merging of seniority lists, and will be allowed to maintain their historic schedule of hours. This provision shall have no application to Sunday hours.

2) If two (2) or more Regular Part-Time employees are scheduled in the same store and the employee with less service is scheduled for more hours, the employee with the most seniority will have the right to claim the junior employee's full schedule. A Regular Part-Time employee will have the right to claim the full schedule of a Prime-Time employee who is scheduled for more hours (inclusive of Sunday). The claim must be made in writing to the store manager and the employee asserting the claim must be qualified to perform the duties involved. The schedule rights described in the first sentence above for senior Part-Time employees shall not apply to scheduled hours of "Waiver" employees as described in ARTICLE 21 of this Agreement.

E. Job Posting:

The Employer will post all open Full-Time bargaining unit positions and will promote from within the bargaining unit employees who have worked for the employer for six (6) months or more, unless none of the applicants has the ability or availability to perform the duties required. Employees will be allowed to apply and will be considered for all openings. When two or more employees are qualified for a position, seniority will be the deciding factor in determining which one is promoted.

Utility and Prime-Time employees who notify their employer in writing of their desire for Regular part-time positions, will be given the opportunity to fill Regular Part-Time openings, by seniority and if qualified, within the particular store without regard to the six (6) month requirement. In the event a Prime-Time employee is selected to fill a Regular Part-Time vacancy, the employee will move to the equivalent or greater wage at the time of promotion/transfer.

Employees are encouraged to submit a letter of interest to their Store Director for their future career path goals every six months in April and September.

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.

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

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

D. If a Part-Time or Utility employee is transferred by the Employer, they shall retain their accumulated experience for the purpose of acquiring and retaining seniority. Utility and Part-Time employees can only be transferred by mutual agreement.

E. Former Retail Specialist employees hired prior to March 9, 2008, may be transferred to other stores by mutual agreement with the Employer.

F. Full-Time employees may request transfers to a Jerry's Cub store closer to their home. Requests will be considered based on the following criteria: store staffing needs, store Full-Time staff balancing, potential openings and employee's experience and skill sets.

G. Transfers between Jerry's St. Paul stores and Jerry's Hudson and North Branch stores is permissible by mutual agreement between the Employee, the Employer, and the Union. Employees will maintain their seniority when transferring between St. Paul and Jerry's Hudson and North Branch contracts within the same classification or wage scale. Meat employees will retain Meat classification. Employees will move to an equal or 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 PTO 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.

H. Full-Time employee temporary transfers between Jerry's St. Paul stores and Jerry's Hudson and North Branch 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;

1) Quits;

2) Is discharged for cause;

3) Fails to return from any of the leaves of absence referenced in ARTICLE 8 of this Agreement, within the time limits contained therein;

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

5) Is absent from the job for any reason, other than sickness or injury, for a period in excess of one (1) year.

6) Transfers into a non-bargaining unit position or a bargaining unit position covered under another CBA (UFCW 663).

ARTICLE 5 - HOLIDAYS

SECTION 5.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays: New Years' Day (beginning at 6 pm on New Years' Eve), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4 pm on Christmas Eve).

Work performed on the holidays is outside the basic work week for all purposes including the "Minimum Scheduled Hours" and "Temporary Full-Time."

B. Christmas: 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 Years 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.

Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked in excess of eight (8) on the "summer holidays" shall be compensated at time and one-half (1-1/2) the employee's straight-time rate. All Full-Time employees will receive premium pay (time and one-half) for hours worked after 6:00 p.m. on New Year's Eve, and hours worked on New Year's Day and Thanksgiving Day.

2) Part-Time and Utility: Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers Part-Time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers.

Compensation for work on New Year's Eve after 6:00 p.m., New Year's Day, and the "summer holidays" shall be straight-time for all hours up to nine (9), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day be compensated at time and one-half (1-1/2) the employee's straight-time rate. Hours worked on all other holidays in excess of nine (9) shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

3) Meat Scheduling: Meat Departments shall first be staffed by volunteers according to the following steps (in numerical order). 1) Journeyman Meat Cutter Volunteers

2) Wrapper volunteers 3) Other-than-journeyman volunteers 4) Senior Retail Specialist or Universal employee volunteers qualified to perform the duties.

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

2) Part-Time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be entitled to one (1) personal holiday and effective following ratification and thereafter, will after the second year of employment with the Employer, be entitled to two (2) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

3) Personal Holidays are scheduled by mutual agreement.

4) Employees who work on any of the 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.

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 regular Full-Time employees shall be paid eight (8) hours times their straight time rate of pay for each of the listed holidays and personal holidays. In addition to eight (8) hours of holiday pay for Christmas Day, Full-Time employees shall receive three (3) hours straight time holiday pay for Christmas Eve regardless of the day it falls on.

B. Part-Time: Regular Part-Time employees, after ninety (90) days of employment, will receive four (4) hours of pay at their regular rate for the listed holidays irrespective of scheduled work days and also for one personal holiday. Part-Time employees with at least ten (10) years of continuous service will receive six (6) hours of holiday pay at their regular rate of pay for each recognized national holiday and personal holiday.

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

D. Eligibility For Holiday Pay: In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work their scheduled workdays 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 the holiday falls on any day except for Sunday the basic workweek for Full-Time employees shall be thirty-two (32) hours. When the holiday falls on Sunday, the preceding week shall be forty (40) hours and the following work week shall be thirty-two (32) hours. When Christmas falls on Sunday, the following Monday will be scheduled and paid in the same manner as Sunday.

ARTICLE 6 -DEFINITIONS

SECTION 6.1: FULL-TIME:

A. Full-Time Employees: Full-Time employees include employees classified as Department Heads, Journeymen, Senior Retail Specialists, Universal Employees and Wrappers. These employees' job duties shall include all work in all departments (except Pharmacy) of the store including 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. The Employer will utilize all Journeymen first to do the above production in the Meat Department.

B. Meat Employees: Head Meat Cutter, Journeymen, Apprentices, Wrappers and Other-than-journeymen, will not lose hours or be removed from their historical schedule of hours, including Sunday hours, because of the utilization of other employees in the Meat Department or due to the utilization of case-ready and pre-processed products, nor will they be displaced from their work in the Meat Department by any other store employees unless such change is by mutual agreement.

C. 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, pork, beef, ground beef. 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 6.2: PART-TIME:

Part-Time employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth above in Section 6.1. 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. This also includes portion cutting of fish fillets for traying purposes and fabricating and processing of all value-added or specialty items.

SECTION 6.3: REGULAR PART-TIME:
Regular Tart-Time are Tart-Time employees who are prohibited from working in the production areas of the meat department.

SECTION 6.4: OTHER-THAN-JOURNEYMEN:
Other-than-journeymen are Part-Time meat employees who are allowed to work in the production areas of the meat department.

SECTION 6.5: UTILITY:
Utility employees are employees who work less than thirty-two (32) hours per work week and whose duties are limited to: maintenance and cleaning in all areas inside and outside the store; clean and maintain all shelving, equipment and display cases (refrigerated and non-refrigerated); remove cardboard from the shelf, case or display, and level product; collect and dispose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case. Utility employees are not eligible for health and welfare or retirement benefits except that they may make pre-tax contributions to the 401K plan (20.2.D).

SECTION 6.6: PRIME-TIME:
A Prime-Time employee is an employee whose work is restricted to specific days and limited hours each week. A Prime-Time employee may work no more than twenty four (24) hours per week with a minimum or twelve (12) hours per week and a minimum of three (3) hours per shift. Employees may be scheduled fewer 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 are not eligible for health and welfare or retirement benefits except that they may make pre-tax contributions to the 401K plan (20.2.D).

SECTION 6.7: FULL-TIME MAINTENANCE:
Full-Time maintenance employees are those employees whose primary duties are the performance of skilled or "hard" maintenance such as electrical repairs, refrigeration work, and provided further that none of these tasks may be performed by such employees in the store's meat production area (defined as any area in the meat department not accessible to the customer).

SECTION 6.8: NIGHT STOCKING CREW:
Employees may be assigned to a night stocking crew. No Meat employee may be assigned to the night stocking crew except by mutual agreement; in the case of such an agreement, the overnight premium (2.4.C.) for meat employees will no longer apply.

SECTION 6.9: TRAINING AND CERTIFICATION FOR NON-MEAT EMPLOYEES:
A. 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 and progress from there. No employee will experience a pay reduction because of their decision to become an apprentice.

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.

B. The Employer may utilize Senior Retail Specialists and Universal employees to perform meat cutting and other tasks in the meat department. The Employer will implement a training and certification program to ensure skill and safety for the employee. Senior Retail Specialists and Universal employees who are trained to cut meat will not displace meat employees and will not be scheduled so as to create less preferential schedules for meat employees.

<u>SECTION 6.10: DEPARTMENT HEAD</u>:

The Employer shall have the option to designate a total of up to nine Department Head positions in each store, provided that the Employer must maintain and fill the basic six Department Head within the store before it may fill any of the optional three Department Head positions provided for herein. No Employer shall be obligated to create any additional Department Head positions, beyond the minimum Department Head positions, by reason of these provisions. The Employer may designate which positions or jobs it will recognize as one of the optional three Department Head positions, recognizing that the positions so designated may vary from store to store within an Employer's operations.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its optional Department Head positions, the incumbent employee will remain in that position and be promoted to Department Head status. The Employer shall provide the local Union with two weeks' advanced notice of its intention to designate a position as one of the optional Department Head Positions. Notice to members shall be by store posting.

<u>SECTION 6.11: PHARMACY TECHNICIAN</u>:

The Pharmacy Technician classification shall consist of employees working in the Employer's pharmacy departments who have obtained or are actively in training for national certification as a pharmacy technician. The Employer agrees to reimburse each pharmacy technician upon successful completion of the certification examination, the employee's application/examination fee and the cost of necessary training materials (only one examination fee will be reimbursed per person), for any registration fee required to be paid as a condition of obtaining or maintaining certification as a Pharmacy Technician including fees for attending required continuing education courses for renewal of certification if recertification is obtained. Employees who have obtained certification will be entitled to receive an hourly "certification premium" of $1.00 per hour for so long as the employee remains. The Employer reserves the right to approve in advance and potentially limit the numbers of those employees who obtain certification at its expense, together with accompanying premium pay.

SECTION 6.12: MANAGER ON DUTY (MOD):
A manager on duty shall be defined as any Part-Time employee for whom managerial duties are not their primary responsibility. Part-Time employees called on by the Employer to take on temporary managerial duties, who are food safety certified and have attended Jerry's Universities MOD class, shall receive a premium of one dollar fifty cents ($1.50) per hour for all hours worked up to forty (40) hours.

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 PTO. Any carried over PTO pay due to an employee 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' PTO 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 0-1st Anniversary	1 weeks (capped at 48 hours)	0.03333/hour worked
Between 1st – 5th Anniversary	2 weeks (capped at 88 hours)	0.055/hour worked
Between 5th- 12th Anniversary	3 weeks (capped at 128 hours)	0.08/hour worked
Between 12th – 18th Anniversary	4 weeks (capped at 168 hours	0.105/hour worked
Beginning 18th Anniversary and Beyond	5 weeks (capped at 208 hours)	0.13/hour worked

B. Part-Time

Years of Service	Annual Grant	Weekly Rate
Between 0-1st Anniversary	1 weeks (capped at 48 hours)	0.03333/hour worked
Between 1st – 5th Anniversary	2 weeks (capped at 88 hours)	0.04231/hour worked
Between 5th- 12th Anniversary	3 weeks (capped at 128 hours)	0.0615/hour worked
Between 12th – 18th Anniversary	4 weeks (capped at 168 hours	0.0808/hour worked
Beginning 18th 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 0-1st Anniversary	1 weeks (capped at 48 hours)	0.03333/hour worked
Between 1st – 5th Anniversary	2 weeks (capped at 88 hours)	0.04231/hour worked
Beyond 5th Anniversary	3 weeks (capped at 128 hours)	0.0615/hour worked

SECTION 7.3: TERMINATION OF EMPLOYMENT:

A. Unless discharged for just cause, a Full-Time 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.

B. Unless discharged for just cause, a Full-Time Meat employee who has been employed six (6) months, but less than one (1) year and is permanently terminated shall receive PTO as set forth in SECTION 7.2.A.

C. Terminal PTO: 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. Meat employee 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 Meat department employees have had an opportunity to select. The deadline to select the first week will be February 1. 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.

E. The process of PTO scheduling historically observed by the Employer shall remain in effect. PTO shall be scheduled during the summer months to the greatest extent possible.

F. After an employee's second anniversary, all employees who are eligible to take two (2) or more weeks of PTO per year shall be allowed to take all of their PTO in half (1/2) day increments. Under normal circumstances requests to use these half days should be made in writing during the week prior to the posting of the schedule for the period when the PTO days are to be used. These requests will be granted as mutually agreed to by the employee and the Employer, provided the Employer's consent shall not be withheld simply because the day requested is a weekend day or would result in an extended weekend. When an employee requests to use these half days due to an immediate need said requests will not be unreasonably withheld.

G. 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.

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

I. The Employer will respond to PTO requests outside of the posting period within seven (7) calendar days.

SECTION 7.5: 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 7.6: 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 using the Employer's online employee payroll platform. 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 one (1) additional year. The employee must be able to pass a physical examination upon return to work, if requested.

C. The employee shall advise the store manager of 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 employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, children (child, step-child, adopted child, foster child and legal guardian's child), grandchildren, brothers, sisters, mother-in-law, father-in-law or grandparents. In the event of the death of a spouse or domestic partner, the employee shall be entitled to a maximum of four (4) days funeral leave, and a one (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative in employee's home at time of death.

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

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

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

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

SECTION 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 PTO 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 Employer may deny the granting of any portion of a leave that would occur during July, November or December. No more than two (2) S.P.U.R. leaves shall be granted per store at any given time. 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.

SECTION 8.8: MINNESOTA PAID FAMILY LEAVE
The Minnesota Department of Employment and Economic Development ("DEED") determines eligibility for Minnesota Paid Family and Medical Leave ("PFML") benefits. Paid leave premiums

will be collected starting January 1, 2026, with benefits available to employees that same date. Starting January 1, 2026, the Employer will deduct from employees' pay, fifty percent (50%) of the premium DEED charges to employers up to any statutory cap on employee premiums. The Employer will pay any remainder of the premium. For example, if the PFML premium is zero point eighty-eight percent (0.88%) of each employee's eligible wages and the cost may be shared on a 50:50 basis, the Employer and employee will pay the PFML premium as follows:

1) Zero point forty-four percent (0.44%) will be paid by employee (the Employer will withhold this amount from the employee's paycheck); and

2) Zero point forty-four percent (0.44%) will be paid by the Employer.

Paid time off (PTO) or other paid time off benefits provided for in this Agreement may be taken as "supplemental benefits" for those who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided under Minnesota Statute Chapter 268B, plus the "supplemental benefits" paid to the employee by the Employer, shall not exceed one hundred percent (100%) of the regular wage of the employee. Employees may not be required to exhaust accumulated PTO or other forms of paid time off benefits before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use PTO or other forms of paid time off or disability insurance payments in lieu of family medical leave program benefits under Chapter 268B, provided the employee is eligible.

Eligible employees may take at least four hundred eighty (480) hours of intermittent leave in a year under Minnesota Statute Chapter 268B; however, any leave needed beyond the 480 hours time must be taken as continuous leave.

PFML will run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA) and the Minnesota Pregnancy and Parenting Leave law, if the employee and the purpose of leave qualifies under each respective law. PFML will also run concurrently with leave taken under any disability plan or an Employer-provided benefit.

The Employer retains the right to implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit, provided it receives commissioner approval. The Employer further reserves the right to discontinue this benefit in the event that the applicable state legislation is repealed, but the Employer agrees that it will bargaining regarding effects of that decision if the Union requests.

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: <u>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.</u>

<u>SECTION 9.2: WORKERS COMPENSATION</u>:

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.

<u>SECTION 9.3</u>:

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

SECTION 9.4:
The Employer shall provide and completely stock first aid kits in all meat departments.

ARTICLE 10 - DISCHARGE

A. Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged, the employee shall be talked to discreetly, whenever practical.

B. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

C. The normal progression shall be as follows:

1) Written Warning: Shall be documented by date in the employee's personnel file with a notice sent to the Union upon request.

2) Unpaid Disciplinary Suspension(s): Shall be documented by date in the employee's personnel file with a notice sent to the Union upon request.

3) Discharge: Shall be documented by date in the employee's personnel file with a notice sent to the Union upon request.

D. By signing the discipline, the employee is only acknowledging that they received a copy of this notice. The following may be included on the discipline below the signature line: "My signature only acknowledges receipt of this discipline."

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. Upon arrival, the Union Representative shall make their presence known to the service counter, Store Manager or the Manager on Duty (MOD).

SECTION 13.3: LABOR MANAGEMENT COMMITTEE:
A committee composed of representatives of the Union and the Employer shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. This language does not preclude the use of the normal grievance procedure contained in ARTICLE 15.

SECTION 13.4: 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 13.5: 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 13.6: 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 13.7: 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 PTO

calculations. It is agreed that the Employer will pay the health insurance, pension/retirement and PTO accruals and the Union will pay the wage and applicable taxes.

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 grievance is any difference or dispute that arises over the interpretation of, application or compliance with the terms and provisions of this Agreement. There shall be an earnest effort on the part of the parties to settle promptly through the following steps:

Step 1

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.

Step 2

B. If the grievance is not resolved in Step 1,it shall be reduced to writing and submitted to the Employer within thirty (30) calendar days after the employee has knowledge or reasonably should have had knowledge of the occurrence. A representative of the Employer and a representative of the Union shall, within seven (7) calendar days, schedule a meeting to attempt to reach a settlement. The Employer shall respond to the grievance, in writing within ten (10) calendar days of such meeting. If the Employer fails to respond within ten (10) calendar days it serves as an automatic denial of the grievance on the day the response was due, and the Employer shall lose its right to give a detailed denial at this step.

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. In the case of unpaid compensation, an arbitrator may award the full back pay to which the arbitrator finds the employee is entitled for a valid grievance up to a period of time covering two (2) years

E. If the grievance is not resolved in Step 2, the Union may refer the matter to arbitration. A demand for mediation or arbitration shall be in writing and must be received by the Employer within fifteen (15) calendar days of the Step 2 grievance meeting.

F. 1) Double Damages: If an arbitrator awards damages that total less than one thousand dollars ($1000) and find that the Employer's violations were willful, the arbitrator may require the Employer to 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 grievance that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to mediation in an attempt to reach an agreement on a resolution. This may be requested at any time after the Step 2 meeting up until the day of arbitration. The fees and expenses of the neutral shall be divided equally between the Employer and the Union.

SECTION 15.3: ARBITRATION:

A. If a grievance is not resolved by the provisions of SECTIONS 15.1 and 15.2, the matter may be referred to Arbitration as outlined in 15.1E.

B. Within seven (7) calendar days of notification, the Union mustpetition 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.

SECTION 15.4: AUTHORITY OF THE ARBITRATOR:

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The hearing and the award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to receive evidence or decide any other issues. The arbitrator shall render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.

The decision of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable). Nothing in this Agreement denies the Employer or Union their right to appeal an arbitrator's award under applicable law.

SECTION 15.5: ARBITRATION EXPENSE:

The fees and expenses of the neutral arbitration shall be borne equally by the Union and the Employer.

SECTION 15.6: 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.

SECTION 15.7: FINAL AUTHORITY:

At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgement of the Executive

Committee such grievance or dispute lacks merit or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

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 #5 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 Store Manager and either one, (1), or two, (2), other Supervisory employees, as described in Section 1.1 Recognition, may do bargaining unit work.

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 (April 15, 2012) on the Employer's seniority list, a reduction of scheduled hours below twenty-four (24) per week. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall lose its right to operate under the terms of this Article. It is understood and agreed that this provision regarding layoffs or reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to "act of God," or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a Part-Time basis, or employees working on waivers.

ARTICLE 17 - AUTOMATION

A. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agrees as follows: In the event the Employer introduces major technological changes which for the purpose of this article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such a change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice, but, in such case, the Employer will give as much advance notice as possible.

B. In addition the Employer agrees:

1) Any retraining necessary will be furnished by the Employer at no expense to the employees.

2) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.

3) In the event an employee is not retrained or transferred and permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with APPENDIX "C" attached hereto and made a part of this Agreement.

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

1) Refuses retraining.
2) Refuses a transfer within the bargaining unit.
3) Voluntarily terminates employment.

ARTICLE 18 - LEGAL ISSUES

A. Discrimination: 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, membership 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 19 - HEALTH CARE PLAN

SECTION 19.1:

A. 1) The Employer agrees to make contributions to the United Food and Commercial Workers Union, Local 1189 and St. Paul Food Employers Health Care Plan on behalf of any Full-Time employee who has worked thirty-two (32) or more hours per week or averaged thirty-two (32) or more hours per week for the reporting period ("Full-Time Contributions"). These hours are exclusive of hours worked on Sunday for those employees whose work week does not include Sunday, and exclusive of Holidays for all employees.

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

B. 1) The Employer further agrees to make contributions to the Fund on behalf of any Regular Part-Time employee (excluding Utility and Prime-Time employees).

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

.C. No contribution should be made for Utility unless such employee performs work which requires the Part-Time rate of pay as provided under SECTION 6.2 of ARTICLE 6 and who works on at least one day each week during the previous month which requires the Part-Time rate of pay, and in that case, the contribution to the Fund on behalf of such employee shall be required for each week the employee performed work which required the Part-Time rate of pay. No contribution shall be made for Prime-Time employees.

D. Life insurance ($5,000) and Accidental Death and Dismemberment benefit ($1,000) for all Part-Time employees who do not currently receive this benefit. Employer will contribute $1.25 per month for those Part-Time employees with one year of completed service and in classifications for whom no Health & Welfare payment is currently made, effective January 1, 2020. (Note that employees who receive Health and Welfare benefits already have this benefit).

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

SECTION 19.2:
The Employer agrees to pay the following percentages of total premiums listed in the table below:

Weekly Contribution	Employer	Employer %	Employee	Employee %	Total
Full-Time Current	$243.20	92.40%	$20	7.60 %	$263.20
7/5/2026	$246.36	90.0%	$27.37	10.0%	$273.73
4/4/2027	$251.49	87.5%	$35.93	12.5%	$287.42
4/2/2028	$258.97	85.0%	$45.70	15.0%	$304.67
Part-Time Current	$91.03	91.92%	$8	8.08%	$99.03
7/5/2026	$92.69	90.0%	$10.30	10.0%	$102.99
4/4/2027	$94.62	87.5%	$13.52	12.5%	$108.14
4/2/2028	$97.44	85.0%	$17.19	15.0%	$114.63

SECTION 19.3:

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.

SECTION 19.4:
The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. It is agreed that the Trust Agreement shall be amended to provide: (1) subsidized retiree health insurance benefits consistent with the terms of the Letter of Understanding Regarding Retiree Health Insurance dated March 17, 2002; (2) conversion of participants' existing "grace weeks" to a "benefit bank" measured in dollars; (3) that Part-Time employees hired on or after March 5, 2005 shall become eligible for coverage only after one year of continuous service following the date of hire; (4) electronic transmission of Employer Contribution payments; and (5) a "best efforts" attempt by the Trustees to develop a mechanism for participating employees to self-fund accounts to be used for paying the costs of retiree coverage.

ARTICLE 20 - RETIREMENT PLANS

SECTION 20.1: DEFINED BENEFIT – MEAT EMPLOYEES:

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 20.2 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 and participating delicatessen employees who work an average of twenty-four (24) hours or more per [*work*] week [*exclusive of Sunday*].

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

B. Full-Time Delicatessen: For the purposes of this SECTION 20.2, a participating Full-Time Delicatessen employee is defined as one who is regularly scheduled thirty-two (32) or more hours per [*work*] week [*exclusive of Sunday*] and was previously covered under this Agreement for purposes of pension contribution.

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

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

E. Pension Maintenance of Benefits Reopener: At any time prior to the expiration of this Agreement, the Union shall have the right to re-open negotiations solely for the purpose of negotiating the amount of contributions to be paid to the pension fund; provided, however, that any increase in contributions to the pension fund shall not exceed the rate determined by the Board of Trustees in order to maintain the benefit schedule in effect as of March 5, 1989. For the purpose of SECTION 20.1E, the parties agree that the provisions of Article 12 shall not apply. The Union shall have the right to strike if a settlement cannot be achieved through negotiation.

SECTION 20.2: DEFINED CONTRIBUTION PLAN:

A. 1) The Employer will make the following contributions into the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution Plan ("Plan") 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	Rate
FT Employees (non-meat)	$1.93/hour
PT Employees (Other than Utility)	$1.39/hour
FT/PTMeat	$2.10/hour

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

B. Effective February 28, 1999, upon commencement of employment, all eligible bargaining unit employees will be allowed to make pre-tax, elective deferral, 401(k) contributions into the Plan Effective July 1, 2025, these employees will also be allowed to make post-tax ROTH elective deferral 401(k) contributions into the Plan. Such elective deferral contributions shall be made in accordance with the Plan's rules and regulations and subject to the limitation of Section 402(g)(1)(B) of the Internal Revenue Code. It is understood that the Employer shall have no obligation to make any 401(k) contributions to the Plan, to match any employee elective deferral contributions to the Plan or otherwise fund the 401(k) portion of the Plan.

C. The Plan is 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.

D. Notwithstanding the terms of this SECTION 20.2, 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 April 15, 2012 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.

ARTICLE 21 - PTO RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER

Part-Time to Full-Time Waivers: Employees hired or scheduled for PTO relief purposes and working thirty-two (32) hours or more per week from May 1 through Labor Day and/or November 1 through January 1 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 a minimum of forty (40) hours of work per week for eight (8) weeks during the May 1 – Labor Day, and for four (4) weeks during the November 1 – January 1 period. Such employees will be paid the appropriate Full-Time hourly wage rate but there will be no Full-Time health and welfare or pension contributions made on behalf of such employees.

The Employer will give consideration to current qualified employees for opportunities during these periods. If such an employee is retained on such a schedule after that period of time a contribution to the appropriate Pension fund will be made in September based on hours worked in August. Contributions to the Health and Welfare fund will start September 1.

Injury/Unplanned absence Waiver: In the event that a Full-Time employee 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 applicable rate for the classification utilized and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.

Sixteen (16)Week Waiver: The Employer may waiver any current Part-Time employee to Full-Time for up to sixteen (16) weeks per calendar year. The employee will be paid at the appropriate Full-Time rate applicable to the classification utilized 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 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 (one) 1 – (sixteen) 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.

Signed Waiver: In all instances where an employee is waivered from their current classification to another a waiver agreement explaining the terms of this agreement will be signed by the employee and submitted to the Union.

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 for in this agreement, in which case those benefits will continue to be paid.

Holiday Pay: Current employees who are on Full-Time waivers and work the holiday will receive eight (8) hours of holiday pay at their waiver rate of pay.

ARTICLE 22 - MANAGEMENT RIGHTS

All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include, but are not limited to, the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store.

ARTICLE 23 - SUCCESSOR

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

ARTICLE 24 - DRUG AND ALCOHOL TESTING

A. The Employer may neither administer nor require any employee 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 must enroll in a mutually agreed program within one hundred twenty (120) calendar days of it being offered. The Employer agrees that the employee has the right to continue working at the employee's current job while the employee attends the program, contingent upon continued attendance and completion of the program.

ARTICLE 25 – 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 Manager (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 workers 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 26 – 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 employees. 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 27 - TERM OF AGREEMENT

This Agreement and any Addendums shall take effect upon Ratification of the Agreement, and shall continue in full force and effect through April 7, 2029, 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 26th DAY OF August, 2026.

FOR THE EMPLOYER:
JERRY'S ENTERPRISES

Name

VP Human Resources
Title

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

Name

President Local 1189
Title

APPENDIX "A" WAGE RATES

Classification	Current	4/5/2026	4/4/2027	4/2/2028
All Other (Non-Meat) Dept Heads	$33.22	$33.77	$34.32	$34.87
Journeymen	$33.70	$34.25	$34.80	$35.35
Head Mead Cutter	$34.37	$34.92	$35.47	$36.02
Top and overscale increases		$.55	$.55	$.55
Dept Heads hired/promoted post 4/5/2026				
All Dept Heads (including Meat Manager)				
0-1 Year		$33.77	$33.77	$33.77
1-2 Years			$34.32	$34.32
2+ Years				$34.87
Apprentices				
1-1040 Hours	$22.00	$22.55	$23.10	$23.65
1041-2080 Hours	$23.50	$24.05	$24.60	$25.15
2081-3120 Hours	$25.50	$26.05	$26.60	$27.15
3121-5201 Hours	$29.25	$29.80	$30.35	$30.90
5202 + Top of Scale	$33.70	$34.25	$34.80	$35.35
Top and overscale increases		$.55	$.55	$.55
Senior Retail Specialists (hired/promoted before 4/9/2008)	$32.18	$32.73	$33.28	$33.83
Top and overscale increases		$.55	$.55	$.55
Wrappers & Other Than Journeyman				
Start – 1 Year	$17.73	$17.73	$17.73	$17.73
1-2 Years	$18.73	$18.73	$18.73	$18.73
2-3 Years	$19.73	$19.73	$19.73	$19.73
3+	$29.78	$30.33	$30.88	$31.43
Top and overscale increases		$.55	$.55	$.55
Hired POST 4/7/2024				
Start-1 Year	$20.75	$20.75	$20.75	$20.75
1-2 Years	$22.75	$22.75	$22.75	$22.75
2-3 Years	$24.75	$24.75	$24.75	$24.75
3-4 Years	$26.75	$26.75	$26.75	$26.75
4+ Years	$28.93	$29.48	$30.03	$30.58
Top and overscale increases		$.55	$.55	$.55

Classification	Current	4/5/2026	4/4/2027	4/2/2028
Universal Employees Hired/promoted pre 4/5/2026				
0-6 Months	$16.90	$16.90	$16.90	$16.90
6-12 Months	$17.90	$17.90	$17.90	$17.90
12-18 Months	$18.90	$18.90	$18.90	$18.90
18-24 Months	$19.90	$19.90	$19.90	$19.90
2-3 Years	$20.90	$20.90	$20.90	$20.90
3-4 Years	$21.90	$21.90	$21.90	$21.90
4-5 Years	$22.90	$22.90	$22.90	$22.90
5-6 Years	$23.90	$23.90	$23.90	$23.90
6-7 Years	$24.90	$24.90	$24.90	$24.90
7+ Years	$29.78	$30.33	$30.88	$31.43
Top and overscale increases		$.55	$.55	$.55
Universal Employees hired/promoted post 4/5/2026				
0-6 Months		$18.90	$18.90	$18.90
6-12 Months		$19.90	$19.90	$19.90
12-18 Months		$20.90	$20.90	$20.90
18-24 Months		$21.90	$21.90	$21.90
2-3 Years		$22.90	$22.90	$22.90
3-4 Years		$23.90	$23.90	$23.90
4-5 Years		$24.90	$24.90	$24.90
5-6 Years		$25.90	$25.90	$25.90
6-7 Years		$26.90	$26.90	$26.90
7-8 Years	$27.55	$28.10	$28.10	$28.10
8-9 Years		$28.65	$28.65	$28.65
9+ Years		$29.78	$30.33	$30.88
Top and overscale increases		$.55	$.55	$.55
Retail Specialists				
0-1 Year		$17.50	$17.50	$17.50
1-2 Years		$18.00	$18.00	$18.00
2-3 Years		$19.00	$19.00	$19.00
3-4 Years		$19.80	$19.80	$19.80
4-5 Years		$23.80	$23.80	$23.80
5-6 Years		$24.80	$24.80	$24.80
Top and overscale increases			$.55	$.55

Classification	Current	4/5/2026	4/4/2027	4/2/2028
Regular Part-Time				
Hire-520 Hours	$13.75			
Next 520 Hours	$14.00	$14.00		
Next 520 Hours	$14.50	$14.50	$14.50	
Next 520 Hours	$15.00	$15.00	$15.00	$15.00
Next 520 Hours	$15.50	$15.50	$15.50	$15.50
Next 520 Hours	$16.00	$16.00	$16.00	$16.00
Next 520 Hours	$16.75	$16.75	$16.75	$16.75
Next 520 Hours	$17.25	$17.25	$17.25	$17.25
Next 520 Hours	$18.25	$18.25	$18.25	$18.25
Next 520 Hours	$20.80	$20.80	$20.80	$20.80
Next 520 Hours		$21.35	$21.35	$21.35
Next 520 Hours			$21.90	$21.90
Next 520 Hours				$22.45
Top and overscale increases		$.55	$.55	$.55
Prime-Time hired/promoted pre 4/7/2024				
Year 1	~~$10.75~~			
Year 2	~~$11.00~~			
Year 3	~~$11.50~~			
Year 4	~~$12.50~~			
Year 5	$14.10	$14.10	$14.10	$14.10
Year 6	$14.50	$14.50	$14.50	$14.50
Year 7	$20.80	$21.35	$21.90	$22.45
Top and overscale increases		$.55	$.55	$.55
Prime-Time hired POST 4/7/2024				
6 Months	$13.75			
6Months	$14.00	$14.00		
6 Months)	$14.50	$14.50	$14.50	
1 Year (6 months after 4/4/27)	$15.00	$15.00	$15.00	$15.00
1 Year (6 months after 4/2/28)	$15.50	$15.50	$15.50	$15.50
1 Year	$16.00	$16.00	$16.00	$16.00
1 Year	$16.75	$16.75	$16.75	$16.75
1 Year	$17.25	$17.25	$17.25	$17.25
1 Year	$20.80	$20.80	$20.80	$20.80
1 Year		$21.35	$21.35	$21.35
1 Year			$21.90	$21.90
1 Year				$22.45
Top and Overscale Increases		$.55	$.55	$.55

Classification	Current	4/5/2026	4/4/2027	4/2/2028
Utility				
1 Year	~~$10.50~~	$13.00		
1 Year	~~$11.00~~	$13.50	$13.50	
1 Year	~~$11.50~~	$14.00	$14.00	$14.00
1 Year	~~$12.00~~	$15.00	$15.00	$15.00
1 Year	$16.90	$17.45	$17.45	$17.45
1 Year			$18.00	$18.00
1 Year				$18.55
Top and overscale increases		$.55	$.55	$.55

Retail Specialists: These employees may represent up to five percent (5%) of total bargaining unit head count company-wide and may be scheduled across departments based on operational need. These employees shall be classified as Full-Time employees for purposes of Full-Time ratio requirements. Retail Specialists may request and be granted their days off consecutively, Monday through Thursday, or by mutual agreement with their Employer.

Any current journeyman promoted to Meat Manager will receive $1.15/hour premium above Department Head rate.

Effective June 6, 2019, The Union agreed that the Employer could implement a $3.00/hour premium for Department Manager Trainees, not to exceed the applicable department top scale rate (non-department head).

APPENDIX "B" ADDENDUM

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

1) A minimum schedule of twenty-four (24) hours per week.

2) Six (6) hours of holiday pay.

3) Opportunity to declare a desire for twenty-four (24) or more hours per week each six (6) months.

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

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

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

APPENDIX "C" STORE CLOSING

The Employer and the Union agree as follows:

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

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

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

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

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

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

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

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

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

5) Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which PTO 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 PTO payments due under the collective bargaining Agreement, any payment received other than payments provided pursuant to this Agreement because of an employee's termination of employment shall be deducted from any severance pay made hereunder.

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

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

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

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

APPENDIX "D"

LETTER OF UNDERSTANDING
BY AND BETWEEN
THE PARTIES TO THIS AGREEMENT

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

APPENDIX "E"

LETTER OF UNDERSTANDING BY AND BETWEEN THE PARTIES TO THIS AGREEMENT

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

APPENDIX "F"
DELICATESSEN EMPLOYEES

During the negotiations for the 2022-2024 agreement, the parties agreed to remove current Article 24 of the agreement to an appendix of the new agreement for historical purposes.

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

March 6, 2005

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.

March 9, 2008

LETTER OF AGREEMENT #2

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

Employees, due to new jurisdictional language in the contract, as of March 9, 2008, shall not be adversely affected in regards to requests for personal time off. Employees who were previously guaranteed 24 hours minimum per week because of a) Article 16, or b) Section 2.7.C "top" 24%, prior to March 9, 2008, will continue to be guaranteed a minimum of 24 hours, regardless of their position in the newly merged seniority list.

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

March 9, 2008

LETTER OF AGREEMENT #3 Small Stores

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

1. **Ratio** - Such a store is exempt from the ratio in Article 3 and does not count in total Employer ratio. The employees employed in any such store are not counted in the "total bargaining unit work force" for the ratio calculations in Article 3. Any reductions or changes in ratio shall be obtained through attrition.

2. **Required Employees** – In any such store, the Employer will employ a Head Meat Cutter and no fewer than three Department Head positions in the bakery (if applicable), grocery, and delicatessen.

3. **Sunday** – Such a store is excluded from mandatory Full-Time staffing requirements in the Contract for Sunday hours.

4. **Complete Agreement** – Except as set forth in this Letter of Agreement, the Contract governs the terms and conditions of employment in such stores, including those provisions governing scheduling, layoffs, and transfers.

5. **Notice to Union** – The Employer will notify the Union when it decides to utilize this Letter of Agreement.

April 7, 2013

LETTER OF AGREEMENT #4 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 #5 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 performing work outside of the scope of the reset 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 April 15, 2012 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.

November 2, 2015

LETTER OF AGREEMENT #6 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 employees 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 or they will return to their former rate of pay.
- No change to hours worked will occur.

LETTER OF AGREEMENT #8
Jerry's Foods Woodbury Starbucks

Accretion of Starbucks workers at Jerry's Foods in Woodbury

1. Article 1.1 Recognition: Update to include all Starbucks workers. Starbucks workers at the Woodbury location are Jerry's Enterprises, Inc. employees and therefore covered under the collective bargaining agreement.

2. Article 1.A.Seniority: Starbucks workers date of hire at Jerry's Foods Woodbury will serve as their Jerry's Enterprises, Inc., seniority date.

3. Article 4.2.A. Probationary Period: All employees that have previously completed probation as a Starbucks worker will not be subject to an additional probationary period. All workers currently on probation will remain on probation for no more than thirty (30) days (60 days with requested extension).

4. Article 6. Definitions: Starbucks workers will be placed into one of three classifications for wage and benefit purposes:
   Full-Time
   Regular Part-Time
   Prime-Time (non-benefited)

5. Article 19. Health Care Plan: Full-Time and Regular Part-Time employees will follow the eligibility rules under Article 19.

6. Wages: All classifications will begin accumulating hours/years towards their progression steps effective July 27, 2025.

LETTER OF AGREEMENT #9
Minnesota Rest and Meal Breaks

Under Minn. Stats. § 177.253 (rest breaks) and § 177.254 (meal breaks), employees must be allowed: (a) adequate time from work within each four consecutive hours of work to utilize the nearest restroom; and (b) sufficient time to eat a meal if working eight or more hours; amendments to the rest and meal breaks laws set forth above will take effect on January 1, 2026. Under the amendments, as of January 1, 2026, employees must be allowed:

(a) a rest break of at least 15 minutes or enough time to utilize the nearest convenient restroom, whichever longer, within each four consecutive hours of work; and (b) a meal break of at least 30 minutes if working six or more consecutive hours;

Both Minn. Stats. §177.235 and §177.254 currently permit and will continue to permit employers and unions to establish different rest and meal breaks pursuant to a collective bargaining agreement;

The parties desire to continue their long-standing practices under the CBA with regard to how and when employees may take rest and meal periods, which are different than those set forth under the amended laws.

The Parties agree as follows:

1. Under Section 2.10 of the CBA, employees are entitled to two fifteen (15) minute paid break periods for every three (3) hours worked not to exceed thirty (30) minutes in any workday of less than twelve (12) hours. Additionally, employees are entitled to combine two fifteen (15) minute breaks into a consecutive break, where such practice exists.

2. Under Section 2.10 of the CBA, employees who are employed at least six (6) hours in a workday are also entitled to a thirty (30) minute meal period without pay.

3. Under Section 2.10 of the CBA, an employee who has worked a full day's shift and is required to work overtime is entitled to a paid twenty (20) minute meal break.

4. By practice under the CBA, employees entitled to a meal period have waived their meal period for a shorter work schedule. To maintain such schedules, employees shall complete and return by December 30, 2025, the attached meal and rest break waiver form attached to this Memorandum of Understanding, waiving their meal period. In the event employees fail to waive their meal period, or they otherwise revoke their meal break waivers thereafter, the employees will be required to take their meal periods. If employees fail to execute the waiver, they will be allowed the opportunity to execute the waiver at any time for the going forward application.

5. Additionally, employees who wish to combine their rest periods into one paid meal period

and thereby waive their rest breaks shall complete and return by December 30, 2025, the fully executed meal and rest break waiver form attached to this Memorandum of Understanding to the Company waiving their rest periods. In the event employees fail to waive their rest periods, or they otherwise revoke their rest break waiver, the employees will be required to take their paid rest periods. If employees fail to execute the waiver, they will be allowed the opportunity to execute the waiver at any time for the going forward application.

Minnesota Meal and Rest Break Waiver Form
If you wish, you have the right to waive taking your meal and/or rest break upon mutual agreement with your manager. If you do not choose to waive your right to meal and/or rest breaks, the company requires that you take your unpaid meal breaks and your paid rest breaks consistent with Minnesota law and company policy.

IF YOU ELECT TO WAIVE MEAL BREAKS, PLEASE CHECK THE BOX BELOW:
I voluntarily waive any unpaid 30-minute meal breaks. I am making this request for my own convenience. I have not been forced or coerced to submit this request. Rather, it is completely voluntary on my part. I understand that I may revoke this waiver at any time by providing a new Minnesota Meal and Rest Break Waiver Form electing not to waive meal breaks to Human Resources.

IF YOU DO NOT WANT TO WAIVE MEAL BREAKS, PLEASE CHECK THE BOX BELOW:
If I am entitled to unpaid meal breaks under the collective bargaining agreement, I do not wish to voluntarily waive them at this time. I further understand that the company requires that I take these unpaid meal breaks.

IF YOU ELECT TO COMBINE TWO REST BREAKS, PLEASE CHECK THE BOX BELOW:
I voluntarily elect to combine my two paid 15-minute rest breaks into one paid 30-minute break during my shift, as permitted under the collective bargaining agreement. I understand that I am not waiving my right to take paid rest breaks; I am only waiving the requirement that breaks occur within a particular work period. I have not been forced or coerced to submit this request. Rather, it is completely voluntary on my part. I understand that I may revoke this election at any time by providing a new Minnesota Meal and Rest Break Waiver Form to Human Resources.

IF YOU DO NOT WANT TO COMBINE REST BREAKS, PLEASE CHECK THE BOX BELOW:
I do not wish to voluntarily combine my paid rest breaks at this time. I further understand that the company requires that I take any rest breaks separately. I also understand that any meal period that I take will be unpaid.

____

Employee Signature Date

____

Manager Signature Date