

# LABOR AGREEMENT

between

*JBPM, INC.*

d/b/a

**CHISHOLM JUBILEE**

and

**UNITED FOOD & COMMERCIAL WORKERS  
LOCAL #1189**



**June 4<sup>th</sup>, 2011 through June 1<sup>st</sup>, 2014**

UFCW Local 1189 Office  
1-800-942-3546  
FAX 1-218-728-5178  
WEB: [www.ufcw1189.org](http://www.ufcw1189.org)

WILSON MC SHANE  
Health Care  
1-800-570-1012

## *INDEX*

<b>ARTICLE</b>		<b>PAGE</b>
1	Union Shop	3
2	Hours & Overtime	4
3	Miscellaneous Provisions	6
4	First Aid, Laundry & Tools	7
5	No Strike No Lock Out	8
6	Apprenticeship	8
7	Job Descriptions	9
8	Vacations	10
9	Holidays	12
10	Seniority	13
11	Definition Full Time/Part Time	14
12	Agreement Violations	14
13	Union Market Cards	15
14	Arbitration	15
15	Dismissal	16
16	Health and Welfare & Pension	17
17	Jury Duty, Accident, Leave of Absence Maternity & Funeral Leave	20
18	Separability	21
19	Collective Bargaining	21
20	Duration	22
	Sunday Opening	23
	Appendix A - Wage Rates	24
	Holiday Operations	25

THIS AGREEMENT is entered into and is effective on the 4<sup>th</sup> day of JUNE 2011, between **CHISHOLM JUBILEE FOODS**, hereinafter referred to as the Employer, and **UNITED FOOD & COMMERCIAL WORKERS LOCAL #1189**, hereinafter referred to as the Union.

## **ARTICLE 1 UNION SHOP**

1.1 The Union shall be the sole collective bargaining agent for all Employees working in the classifications covered by this Agreement for the purpose of collective bargaining with the Employer. There shall be no discrimination against any Employee for Union activity. This Agreement shall be binding on the parties signatory hereto, their successors and assigns.

1.2 All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms, and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish, or sea foods are offered for retail sale. The pricing of all meat products shall be done on the premises. The Employer shall not be required to price any smoked or processed products. Non-Meat Employees may price whole turkeys during the period November 1 to January 1 and when turkeys are an advertised item. Any work presently performed by retail Employees in the stores covered by this Agreement must be done by members of Local #1189 only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Contract, the Contract shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

1.3 The current industry practice of preparing retail cuts of fresh or frozen meat for sale shall continue to be done by members of the bargaining unit. The Employer shall be permitted to sell pre-cut liver and pre-cut/pre-wrapped chicken. The Employer shall be permitted to merchandise block ready beef, primal and sub-primal cuts. If the Employer introduces block ready beef, primal or sub-primal cuts during the term of this contract, the Employees will not lose hours of work nor shall jobs be eliminated as a result of the introduction of the block ready, primal or sub-primal cuts for the duration of the contract.

1.4 If the Employer opens a Central Meat Plant outside the geographical jurisdiction of Local #1189 and desires to supply stores under this contract from such plant, the provisions of this contract shall be applicable.

1.5 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing and those who are not members on the date of the execution of this Agreement shall, on or after the 31<sup>st</sup> day following the execution 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 date of execution shall on the 31<sup>st</sup> day following the beginning of such employment become and remain members in good standing in the Union.

1.6 The Employer agrees to advise all non-Union help, both Part-time and Full-time to report to the Union office or store steward within the thirty-one (31) day grace period in order to establish a record of starting and for membership data such as name, address, date of birth, etc.

1.7 All Employer rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement, are retained by the Company and remain exclusively within the right of the Company.

## **ARTICLE 2 HOURS AND OVERTIME**

2.1 Forty (40) hours to be worked in any five (5) days Monday through Saturday shall constitute a regular workweek. The daily hours to be worked shall be set upon a regular schedule. Time and one half (1½) shall be paid for all time worked in excess of eight (8) hours per day, after forty (40) hours per week, or on the sixth day. Time and one half (1½) shall also be paid for all hours worked before 6 AM and after 9 PM. Employees shall be required to work before 6 AM and after 9 PM when so scheduled. No regular full-time Employee shall be required to work more than two evenings per week. Work schedules for all Employees shall be made up for a two-week period. The schedule shall be posted for any two-week period no later than Friday at 2 PM, preceding the first week of the two-week period.

2.2 All time worked shall be consecutive, except that one hour shall be allowed for each meal period if the Employee works more than four (4) hours, lunch to be scheduled as near as possible to mid-shift. If requested by the employee, a meal period of ½ hour shall not be denied unless, in the opinion of the Employer, a business justification exists for such denial. No Employee shall be scheduled to work in excess of five (5) hours without a meal period. Regular full-time Employees may be scheduled to start work at any time after 12:00 Noon provided they are scheduled to work 8 hours.

Any Employee, who has worked a regular full day shift and is required to work after 6:00 PM in night operations, shall receive a twenty (20) minute supper period with pay. If said Employee takes in excess of twenty minutes, the Employer is not required to pay for the supper period.

2.3 When scheduled or called to work, an Employee, if available, shall receive a minimum of four (4) hours of work or pay except in cases of emergency when call in shall be two (2) hours for all Employees.

An Employee of the Meat Department shall be on duty at all times when the store is open for business except Monday, Tuesday, and Wednesday, after 6:00 PM and Sunday. Present Employees shall not lose hours of work previously scheduled because no Employee is scheduled to work after 6:00 PM on Monday, Tuesday, or Wednesday. The Employer shall not be required to have an Employee of the Meat Department on duty on any day between the hours of 9:00 PM and 7:00 AM.

Work schedules for all regular Employees, whether part-time or full-time, shall be posted for the following week no later than Friday at 2:00 PM, the preceding week.

When posting the schedule the Employer shall show the Employee's first and last names on the schedule in ink.

Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the Employees. Employees will make every effort to notify the Employer in advance when they will not be available for work.

2.4 There shall be no pyramiding or duplicating of daily, weekly, and/or before 6 AM or after 9 PM overtime or premium pay.

2.5 If an Employee is required to work in more than one store during his/her regular eight-hour shift, he/she shall be paid his/her regular straight time rate of pay for time spent in transit, one way.

2.6 Work to be distributed as equally as possible between Employees in all areas within the classification.

2.7 Employees, if absent, shall call in daily, or shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the Employee shall report his/her availability for work at least 24 hours prior to the time that he/she expects to report to work or prior to the time the Employer makes up the schedule for the next week.

2.8 Store operating hours shall be set by each Employer on Monday through Sunday inclusive. In order to preserve bargaining unit work, no store shall be open for service of customers on Easter Sunday or the holidays designated in Article 9, Section 9.1, or during the hours referred to in Article 9, Section 9.2.

2.9 All full-time Employees shall be entitled to rest a period of fifteen (15) minutes in the forenoon and afternoon of each day, for which they shall be compensated at their regular rate of pay. Part-time Employees working more than a four (4) hour consecutive shift shall be entitled to a rest period of fifteen (15) minutes. Employees may be required to punch in and punch out.

**ARTICLE 3**  
**MISCELLANEOUS PROVISIONS**

3.1 The Company shall deduct from the Employee's wages, the regular Union membership dues, initiation fees, and reinstatement fees, of all Employees who are members of the Union and who furnish the Company with written authorization for such deductions.

3.2 The payroll records of the Employer will be open to inspection by the proper officials of the Union at reasonable times to enable the Union to determine whether the provisions of this Agreement are being complied with. The payroll records will be available for a maximum period of five (5) years. The Employer shall furnish the Union with copies of requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each Employee.

3.3 The Employer shall have the right to adjust wages of his\her Employees without Union interference provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period.

3.4 All Employees shall present themselves on time, ready for work, clean and neat in appearance, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the shop, the Employer or the Union.

3.5 Part-time Employees will be utilized to a minimum consistent with sound operations.

3.6 In the event there is an opening in the Meat Department, the Employer agrees to consider the Union as a source of replacement Employees or as a source of securing qualified new Employees.

3.7 No Employee shall make an written or verbal agreement that will conflict with this Agreement.

3.8 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours Employees covered by this Agreement are at work, for the purposes of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.

3.9 All Employees working under this Agreement shall be paid on a weekly basis, and it is further agreed that Employees shall be paid in full for all time spent in the service of the Employer.

3.10 Any Employee entering the armed forces of the United States shall receive vacation with pay, which has accrued to him\her as a result of the terms of this Agreement.

3.11 Only Employees in the Meat Department shall be allowed to handle meat and meat products ordinarily sold in the Meat Department.

3.12 Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay, or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.

3.13 If the Head Meat Cutter is absent for any reason for one (1) week or more, the person designated to take his/her place will be paid the Head Meat Cutter contract rate of pay for each full week of absence.

3.14 Customers in the store at closing time shall be waited upon by the Employees, provided the doors were closed at the store's regular closing time.

3.15 No Employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of store rules and regulations that have been posted in a conspicuous place for at least thirty (30) days and with a copy to the Union.

3.16 When it becomes necessary for the Employer to work a full time Employee in more than one store to provide an Employee with a full work week, the junior qualified Employee shall be required to accept such an assignment if a senior Employee exercises his/her option to reject the assignment. Provided, the junior Employee is qualified in the opinion of the Employer to do the required work. This provision is subject to the grievance procedure.

3.17 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will the Employer limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of his/her race, color, religion, sex, or national origin, age, or physical handicap.

3.18 Labor Management Committee: There shall be established a Labor Management Committee, which shall consist of three representatives of the Employers, one of whom shall be a representative of the Area Grocers Retail Association with an equal number of representatives from the Union. This Committee will meet at least quarterly to resolve any grievances or problems relative to the application and interpretation of the contract that have a broad, general basis, or overtone. The Committee shall not be involved with, nor have authority, nor be responsible for the settlement or processing of individual grievances or problems.

#### **ARTICLE 4 FIRST AID, LAUNDRY AND TOOLS**

4.1 The Employer shall provide and maintain a first aid kit in each Meat Department. Such kit shall at all times contain sufficient first aid supplies, including by way of example,

bandages, disinfectant, tourniquet, and other such items necessary to deliver first aid for common injuries sustained in meat cutting operations.

4.2 If required to be worn, smocks, aprons, jackets, and caps shall be furnished and laundered by the Employer.

4.3 Tools shall be furnished by the Employer and sharpening of tools shall be on the Employer's time. All tools and equipment shall be maintained by the Employer in a safe operable condition.

## **ARTICLE 5 NO STRIKE NO LOCKOUT**

5.1 The Employers agree that they will not engage in any lockout of Employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sit down, or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer or any and all Employees participating therein.

5.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refused to go through or work behind any primary legal picket line, including the primary legal picket line of Unions party to this Agreement, and including primary legal lines at the Employer's places of business.

## **ARTICLE 6 APPRENTICESHIP**

6.1 Apprentices shall be allowed in the markets on the following basis:

One (1) Apprentice to a shop employing three (3) Journeymen or fraction thereof, and thereafter one (1) Apprentice to three (3) additional Journeymen.

6.2 An Apprentice shall be classified a Journeyman upon completion of two and one-half years, five thousand (5,000) hours training. An examination shall be required to determine the eligibility of an Apprentice to become a Journeyman. Upon passing such examination the Apprentice shall be issued a certificate of completion by the State Apprenticeship Council.

6.3 When an apprenticeship opening occurs, a notice will be posted in the store, informing all Employees of the opening and encouraging Employees to apply. The opening will be filled on a non-discriminatory basis.



Any person selected to fill an apprenticeship opening will be given adequate on-the-job training up to 30 days to determine his or her ability to perform as an Apprentice in such a manner as to be able to meet Journeyman requirements upon the completion of the Apprenticeship program. This time period may be extended for an additional 30 days by the mutual agreement of the Employer and the Union.

Any Employee successfully completing the apprenticeship program will have seniority established in the Journeyman classification as of the date of entry into the apprenticeship classification, and will hold seniority rights for purposes of layoff, recall, and reduction of hours in accordance with the terms of the collective bargaining agreement.

The Employer and the Union agree to comply with the Minnesota Human Rights Act, Minn. Statutes Chapter 363.

## **ARTICLE 7 JOB DESCRIPTION**

### **Head Meat Cutter**

The Head Meat Cutter shall be a qualified Meat Cutter. He\She shall perform all duties of a journeyman in the Meat Department. Because of the greater skill and work experience that the Head Meat Cutter must possess, he\she shall in the performance of his\her work direct the movements and operations of the less skilled Employees in the Meat Department.

### **Journeyman**

A Journeyman is a skilled Meat Cutter who has either served his\her apprenticeship in accordance with the period of time set forth in this Agreement or who has qualified as a skilled Meat Cutter. A Journeyman should be qualified to do the following: the receiving, handling, cutting, selling, processing, wrapping, pricing and displaying of meat, poultry, sausage or fish; fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

### **Apprentice**

An Apprentice is a person learning all details and developing manual skill for performing, after a stated number of years training, the duties of a Journeyman Meat Cutter.

### **Meat Helpers**

It is agreed that Meat Helpers in self-service and conventional markets shall only be permitted to mark, weigh, wrap, package, price, label, stock and display merchandise for sale; clean equipment and meat processing area; sell meat and cheese; slice prepared luncheon meats and cheeses; and, cut prepared luncheon meats and cheeses.

### **Restricted Part-Time Meat Cleanup**

A "Restricted Part-time Meat Cleanup" is a Meat Department Employee whose duties are limited to cleaning equipment and the meat processing and display areas. These Employees shall not be scheduled for more than 15 hours per week each and shall receive no benefits under any provisions of this agreement, including, by way of example and not limitation, health & welfare coverage, pension contributions, four hour call-in, overtime, vacation pay, holiday pay, etc. Any store employing three (3) full time Meat Department Employees or less may employ one (1) Restricted Part-time Meat Cleanup Employee. Any store employing four (4) full-time Meat Department Employees or more may employ two (2) Restricted Part-time Meat Cleanup Employees. Employees employed on April 15, 1988, shall not lose current hours of work as a result of Employer hiring Restricted Part-time Meat Cleanup Employees in accordance with this provision. Hours of Restricted Part-time Meat Cleanup are not subject to the "bumping" provisions of this agreement. The implementation of this provision shall not be construed to alter current weekly and monthly scheduling practices of Employer. Restricted Part-time Meat Cleanup Employees shall not be used to satisfy the man on duty provision of this agreement.

### **ARTICLE 8 VACATIONS**

8.1 Employees who on any date between May 1<sup>st</sup> and October 1<sup>st</sup> of any year who have been employed by the Employer for a period of one (1) year or more shall receive one (1) week's vacation with pay during such year. Employees who during said period in any year have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay during such year. Employees with seven (7) years' service with an Employer within the May 1<sup>st</sup>, October 1<sup>st</sup>, period shall receive three (3) weeks' vacation with pay during such year. Employees with fifteen (15) years' service with an Employer within the May 1<sup>st</sup>, October 1<sup>st</sup> period shall receive four (4) weeks' vacation with pay during such year. Vacations shall be taken between the months of May 1<sup>st</sup> and October 1<sup>st</sup> of each year unless otherwise agreed between the Employer and the Employee involved. Full-time Employees who have worked 1,730 hours or more in their anniversary year shall be entitled to a full vacation period.

8.2 A Full-time Employee who at the date selected for his\her vacation has less than one (1) year but six (6) months or more of continuous service with the same Employer shall be entitled to a part of one (1) week's vacation and vacation pay equivalent to the part of the preceding twelve (12) months that such Employee has been employed.

8.3 An Employee with more than six (6) months continuous service who leaves the services of the Employer shall be entitled to a pro-rated vacation unless discharged for cause. Such pro-rated vacation to be based on the length of time an Employee served from the date of employment during the first year and thereafter the length of time an Employee served since his\her last anniversary date of employment, pro-rated monthly.

Part-time Employees working under thirty (30) hours per week shall be entitled to vacation of one (1) week with pay after the first year, two (2) weeks after the second year, three (3) weeks after the seventh year, and four (4) weeks after the fifteenth year, with their pay to be based on the average number of hours worked on a weekly basis during the year.

8.4 Full-time Employees taking their vacation in holiday weeks shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.5 Vacation pay for Full-time Employees shall be at the Employee's straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the Employee is entitled, inclusive of overtime, time worked on Sunday, and time while on jury duty or training duty with an Employee's National Guard or reserve unit.

8.6 Vacation shall, as far as possible, be granted for the period preferred by the Employee, but should the vacation time requested by the Employee interfere with the operation of the business, the Employer and Employee will mutually arrange a vacation time as near as possible to the time desired by the Employee that will not interfere with the operation of the business. A vacation sign up schedule shall be posted by January 15<sup>th</sup> of each year. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority, provided the more senior Employee notifies the Employer of his\her requested vacation dates in writing prior to April 15<sup>th</sup> of each year. After April 15<sup>th</sup> vacation dates shall be scheduled on a first come first served basis without regard to seniority. Employees may request the Saturday prior to vacation as a day off. The Employer shall grant such request unless there is justifiable reason to deny it. Each Employee will be notified as to his or her vacation period as far in advance as practicable. The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of the vacation period if requested. In each store, the following may be on vacation at any one time: a minimum of one (1) Full-time Grocery Employee; one (1) Part-time Grocery Employee; one (1) Meat Department Employee. In no instance may more than one department head (other than one grocery department head and one meat department head) be on vacation at the same time.

8.7 As to all Full-time Employees, after sixty (60) days absence, vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary), provided the Employee has worked six (6) months or more since his\her last anniversary date and has a minimum of one (1) year seniority.

8.8 Part-time Employees who move into a full-time position shall receive credit on their vacation schedule for time spent as a part-time Employee. Example: A Part-time Employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the Employer.

That Employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

8.9 An Employee absent from work because of Workman's Compensation, injury, accident, or illness verified by a doctor's certificate, if requested, will have the time absent from work for any one of these reasons counted as time worked for a period of up to two (2) months.

## **ARTICLE 9 HOLIDAYS**

9.1 Employees shall not work on Easter Sunday, nor the following days: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and after 2:00 P.M. Christmas Eve. Full-time Employees shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. Part-time Employees normally scheduled to work between 12 Noon and 3:00 P.M. on Friday shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. The time off shall be determined by mutual agreement between Employer and affected Employees. In addition to these holidays, one additional day off with pay shall be granted to individual Employees by mutual agreement between the Employee and Employer so that Employees on an individual basis will have a three-day weekend counting their regular day off. Full-time Employees only shall be granted an additional holiday with pay to be taken on the Employee's birthday or another day as mutually agreed by the Employee and the Employer. Part-time Employees shall receive a pro-rated birthday based on the number of hours normally scheduled to be worked and provided they are regularly scheduled to work on the day their birthday falls. In cases of an emergency when an Employee works on any of the above-mentioned holidays, double time shall be paid for all hours worked.

The Employees shall not be required to make up such time not worked. Taking of inventory shall not be considered as an emergency under this Section. In the event any of the above mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article. Effective April 15, 1983, new Employees after completing one (1) year of employment shall receive the birthday holiday and personal holiday provided they meet the other qualifications.

9.2 It is agreed that no Meat Department Employee shall work after 2:00 P.M. on December 24<sup>th</sup>, Christmas Eve. No deduction shall be made for time not worked after 2:00 P.M. December 24<sup>th</sup>, Christmas Eve. All Part-time Employees normally scheduled to work after 2:00 P.M. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay. On Memorial Day, Fourth of July, Labor Day, and between the hours of 2:00 P.M. and 4:00 P.M. on Christmas Eve, the person in charge of the store may stock meat products. Employees may volunteer to work between the hours of 2:00 P.M. and 4:00 P.M. on Christmas Eve. The Employer is not required to use volunteers and volunteers who work these hours shall be paid their straight time rate of pay for time worked subject to paragraph 9.3 below. The Employer is not required to use volunteers on Memorial Day, Fourth of July, or Labor Day.

9.3 Full-time Employees shall receive eight (8) hours straight time pay for any of the above mentioned days, if the Employees have worked during the holiday week and their scheduled day before or their scheduled day after the holiday, except for bona fide illness.

When a holiday occurs within a workweek, the regular hours for that week shall be thirty-two (32). All time worked in excess of thirty-two (32) hours in a week in which a holiday occurs shall be paid for at one and one-half (1½) times the Employee's regular rate of pay. During the week in which Christmas Eve occurs, the basic workweek shall be twenty-nine (29) hours. When Christmas Eve falls on Sunday, the preceding basic workweek will be forty (40) hours and the following basic workweek will be thirty-two (32) hours.

9.4 Regularly scheduled Part-time Employees working in any holiday week who have worked ninety (90) calendar days for the Employer and who have worked their last scheduled work day before, and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours they were scheduled to work on that day, not to exceed eight (8) hours of straight time pay. No Employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Holiday pay will not be computed in the payment of overtime or full-time wages. Should a dispute arise with respect to an Employee being rescheduled, the Employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay.

## **ARTICLE 10 SENIORITY**

10.1 Seniority shall be defined as the length of continuous service with an Employer while working under the jurisdiction of this Agreement. Seniority shall prevail (for Employees working thirty [30] hours or more per week) in regard to laying off and rehiring, providing the Employee is qualified to do the work available. The seniority of an Apprentice, even though he/she has been employed first, shall not prevail over the seniority of a Journeyman at any time.

10.2 New Employees, or Employees whose seniority has been terminated in accordance with this Agreement, shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire. This probationary period may be extended upon the Employer's request by mutual agreement between the Employer and the Union.

Seniority shall be separate as between two groups: Journeymen & Apprentices shall constitute one group; Meat Helpers shall constitute the second group. No Employee shall lose seniority because of sickness, accident, or for any reason beyond the control of the employee. Seniority shall apply separately to the stores located in each of the individual towns covered by this Agreement. Part-time Employees who become available for permanent full-time employment will be given preference in filling permanent positions, provided the Employee is qualified in the opinion of the Employer to do the work available.

Part-time Employees will not accrue seniority over a full-time Employee, but will have seniority as far as other part-time Employees are concerned for the purpose of lay-off and rehire only in each individual store. Seniority will not apply to the scheduling of hours of work of Part-time Employees. No Part-time Employee shall have his/her hours cut in an effort to discriminate against said Part-time Employee.

10.3 An Employee shall cease to have seniority if the Employee:

1. Quits;
2. Is discharged for cause;
3. Fails to return to employment after lay-off and reasonable notice of recall;
4. Is absent for any reason, except for military service, for a period of one (1) year or more;
5. After six (6) months as a Supervisory Employee.

10.4 The Union at all times shall endeavor to furnish reliable competent help at the Employer's request, and shall do everything possible to further the good will and the interest of the Employer.

#### **ARTICLE 11 DEFINITION OF FULL-TIME & PART-TIME EMPLOYEES**

Full-time Employees shall be Employees who work thirty (30) hours or more per week. Part-time Employees shall be Employees who work less than thirty (30) hours per week. It is specifically understood and agreed that those Employees who are presently working and continue to work between 28 and 30 hours per week, and who are being paid the applicable full time rate and receiving other applicable fringe benefits as per the previous contract, will continue to receive full time wages, and benefits, and will continue to progress as under the previous contract. Employees previously grand-fathered under the prior contract who were working between 20 and 24 hours and 24 and 28 hours per week will continue to be grand-fathered under the above language.

#### **ARTICLE 12 AGREEMENT VIOLATIONS**

All claims for back pay or loss of wages arising out of this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period, the claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a ninety (90) day period prior to the filing of the grievance.

**ARTICLE 13  
UNION MARKET CARDS**

The Union Shop Card is loaned to the Employers who sign and abide by this Agreement and is to be displayed in a conspicuous place in the market.

**ARTICLE 14  
ARBITRATION**

14.1 Should a difference arise between the Employer and the Union or Employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such difference immediately under the following procedure by negotiations:

- A. Between the Employee affected and his/her department head, or between the Employee affected, a Steward, and the department head.
- B. By the Steward and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
- C. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within three (3) days to a Board of Arbitration, composed of three (3) members, one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the representative of the parties. Should the representatives of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third person shall be appointed as follows: if the arbitration arises at a store located in the State of Minnesota, the person requesting the arbitration procedure shall request a panel of five (5) names from either the Minnesota Mediation Service or the Federal Mediation and Conciliation Service and if the dispute arises at a store located outside of the State of Minnesota, a panel of five (5) names shall be requested from the Federal Mediation and Conciliation Service. The neutral Arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral Arbitrator.

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

14.3 The entire matter in controversy as aforesaid shall be referred to this Arbitration board for disposition and whatever disposition is made shall be binding upon the Union, Employee, and Employer. However, such board shall not have the power to add or modify any of the terms or conditions of this Agreement.

14.4 The decisions of the majority of the Board of Arbitration shall constitute the decision of the Board of Arbitration and be final. Should any expense be involved for the service of the above mentioned third member of the Board of Arbitration, such expense shall be borne equally by the Employer and the Union.

14.5 All grievances must be submitted within thirty (30) calendar days of their occurrence to receive consideration or they are barred.

14.6 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable Attorneys' fees as required by the court. Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees as awarded by the court to the refusing party.

#### **ARTICLE 15 DISMISSAL**

15.1 Any new Employee shall be subject to discharge at the option of the Employer during the first thirty (30) days of employment, unless mutually extended, after last date of hire.

15.2 The Employer shall not discharge nor suspend any Employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such Employee to the Employee in writing and a copy of the same to the Union.

No warning notice need be given to an Employee where he\she is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, willful insubordination, or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. All discharges must be by proper written notice to the Employee and the Union affected. Any Employee may request an investigation as to his\her discharge or suspension. Should such investigation prove that an injustice has been done an Employee, he\she shall be reinstated and compensated at his\her usual rate of pay while he\she has been out of work.

15.3 Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.



15.4 The Employer shall be entitled to one (1) week's notice of the Employee's intention to quit. The Employer shall give the Union and the Employee affected one week's (7 calendar days) notice of termination of employment where the Employer is terminating its business or selling the same. Where the Employee works less than his\her normal schedule after the notice, he\she shall receive his\her normal pay.

15.5 Warning notices must be in writing with a copy to the Union (subject to the grievance procedure). Warning notices as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice.

## **ARTICLE 16 HEALTH AND WELFARE & PENSION**

16.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and ready by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreement and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

### **16.2 FULL TIME HEALTH & WELFARE CONTRIBUTION RATES:**

Effective 1-1-2011, the Employer agrees to pay the present monthly contribution, of **one thousand fifty (\$1,050.00) dollars per month** for each Full-time Employee to the Health & Welfare Fund; effective 1-1-2012, the Employer agrees to pay the present monthly contribution of **one thousand thirty (\$1,130.00) dollars per month** for each Full-time Employee to the Health & Welfare Fund

**The Health & Welfare rate that would be effective January 1<sup>st</sup>, 2013, has not been set at this time. The Employer's wage for 2013 may be changed once the 2013 Health & Welfare rate has been established. The Employer and UFCW Local #1189 agreed to adjust the wage rate, if needed, to cover the Health & Welfare increase.**

16.3 The Employer agrees to pay the Full-time contribution rate for each Employee working an average of thirty (30) hours per week or more and who is on the payroll on the first day of any month, in accordance with the following rules:

(1) New hires shall have payment made on their behalf by the Employer commencing on the first of the month following their date of employment, providing the Employee has worked one or more weeks at thirty (30) hours per week average prior to said first of the month. (2) Payment to the Fund on behalf of the Employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination, (3) Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf, on the first of the month following their return to work, providing the Employee has worked one or more weeks at thirty (30) hours per week average prior to the first of said month.

16.4 In the event of absence of an Employee from work because of injury, illness or sickness; the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the Employee leaves active employment due to injury, illness, or sickness. In the event of leave of absence or Military Leave or in the event of Employees who are laid off or are off because of illness, sickness, or injury beyond the said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

16.5 During the times that the Employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the Employees.

## **HEALTH & WELFARE**

16.6 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all Employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable Attorney's fees incurred in connection therewith.

Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge equal to the interest as provided by law to be charged by the IRS on delinquent tax returns.

If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable Attorney fees.

In addition to the other provisions as herein set forth, any Employer who is delinquent in his\her payments to the Trust Fund shall make such Employer primarily liable and responsible to its Employees or Employees' estates for any claim for benefits accruing to

such Employees or Employees' estates which would otherwise be due such Employees or Employees' estates under the administration of this Trust Fund.

The payment of any and all claims shall not operate to relieve such Employer from this liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one occasion during any one year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.

Non-payment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other Employer from his\her or its obligation to make required payments to the Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

## **PENSION**

**16.7 A.** Pension payments of \$127.50 per month shall be paid by the Employer for each Employee regularly working over thirty (30) hours per week to the United Food and Commercial Workers International Union - Industry Pension Fund, P.O. Box 19122A, Newark, NJ, 07195-0122.

Holidays and vacation for which the Employer makes payment to the Employee shall be counted as time worked for purposes of determining the 30 hour limitation.

It is understood that the Trust and the benefits to be provided from the Pension Trust Fund shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.

**16.7 B.** The Employer will contribute the amount of Sixty cents (\$.60) per hour to the United Food and Commercial Workers International Union - Industry Pension Fund, P.O. Box 19122A, Newark, NJ, 07195-0122, for all eligible Part-time Meat Department Employees.

**16.8** In no event shall the provisions relating to Health & Welfare and Pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

The Employer agrees that applicable payroll records shall be made available for audit to Employees of the Health & Welfare Fund and\or Pension Fund as directed by action of the Board of Trustees of these funds.

**ARTICLE 17**  
**JURY DUTY, ACCIDENT, LEAVE OF ABSENCE,**  
**MATERNITY & FUNERAL LEAVE**

**17.1 Jury Duty:** A Meat Department Employee who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay together with his\her jury duty pay does not equal his\her regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks' provided the Employee works such hours as he\she is available during the hours when court is not in session. The above shall apply to petit jury duty only.

An Employee receiving full pay from his\her Employer while serving on a jury, will be required to turn in to his\her Employer the jury duty pay for the period he\she served on the jury, not to exceed two (2) weeks.

**17.2 Accident:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, provided a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the Employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an Employee for more than eight (8) hours

**17.3 Illness & Accident:** An Employee off due to accident or illness shall be granted a leave of absence not to exceed six (6) months. The Union and the Employer may mutually agree to extend the leave of absence.

The Employer may require a doctor's certificate demonstrating the Employee's physical ability to return to work at the expense of the Employer.

**17.4 Leave of Absence:** An Employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer and the Union. The Union and the Employer may mutually agree to extend the leave of absence. Election or appointment to office in\or as a delegate representing the Union requiring either temporary or full time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which he\she is elected. Failure to comply with this provision or to return to work on time shall result in loss of seniority rights.

**17.5** Maternity Leave and Parental Leave shall be granted in accordance with applicable laws and regulations.

**17.6 Funeral Leave:** The Employer agrees to pay Full-time and Part-time Employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the Employee attends the funeral, and provided the compensable day or days off fall on the Employee's normally scheduled work day. "Immediate Family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, legal guardian, or any relative residing with the Employee or with whom the Employee is

residing. A maximum of four (4) days funeral leave shall be granted in the event of the death of a spouse. The last day of the leave shall be the day of the funeral, except if the funeral is more than 200 miles from the Employee's place of residence. In the event an Employee would be entitled to Funeral Leave during the period they are on vacation one (1) day of Funeral Leave shall be allowed.

17.7 Any Employee who is able to perform his/her normal work and who performs any services for compensation while absent for any reason under Section 17.1 through 17.6 of this Article 17 shall be subject to summary discharge.

17.8 Employees on leave of absence shall not be entitled to holiday pay.

17.9 **Military Service**: A leave of absence for Military Service by the Employee shall be granted as required by the provisions of the Veterans Re-employment Act.

#### **ARTICLE 18 SEPARABILITY**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of conflict with any federal or Minnesota or Wisconsin state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision found to be invalid. This places no time limitation on the parties during which they may negotiate.

#### **ARTICLE 19 COLLECTIVE BARGAINING**

This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement.

For the duration only of this Agreement, each party waives its right to require the other to bargain collectively within the meaning of the National Labor Relations Act as amended, or the Minnesota Labor Relations Act, as amended with respect to any matter whatsoever, except:

1. As to grievances;
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;

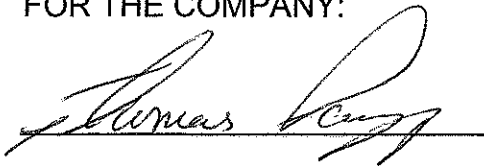
3. If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit;
4. As expressly provided for herein.

**ARTICLE 20  
DURATION**

This Agreement shall take effect **June 4<sup>th</sup>, 2011**, and by the terms and amendments included herein extends to **June 1<sup>st</sup>, 2014**, and thereafter from year to year unless written notice of desire to change or terminate or modify the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration, 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 period.

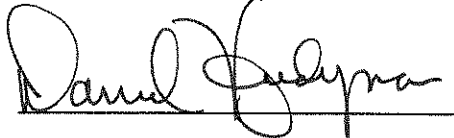
Dated this 24 day of May, 2011.

FOR THE COMPANY:



Thomas Pascuzzi  
CHISHOLM JUBILEE

FOR THE UNION:



Daniel Hudyma - Union Representative  
U.F.C.W. LOCAL #1189

## SUNDAY OPENING

1. All hours worked on Sunday will be considered hours outside the regular workweek. Sunday hours and Employees needed shall be scheduled according to the needs of the business as determined by each Employer.
2. All Full Time Employees working on Sundays will receive time and one half. (1½)
3. All Part Time Employees working on Sunday will receive \$.50 per hour above their normal hourly rate.
4. The minimum schedule on Sundays will be four (4) hours.
5. Sunday hours will count for Pension contributions.
6. All hours worked on Sunday shall be included when determining payment of Vacations.
7. Hours worked on Sunday shall be included in the Wage Progressions.
8. The stores will be closed on Easter Sunday.
9. There shall be no pyramiding or duplicating of Sunday pay.
10. Sunday work shall be voluntary and shall be equitably rotated among those who volunteer for Sunday work depending upon the needs of the business as determined by the Employer. Volunteers shall indicate their availability to work Sunday at least three (3) weeks prior to the Sunday to be worked. In the event there are insufficient volunteers for Sunday work, the Employer shall have the option of scheduling Meat Department Employees, in order of inverse seniority depending on the needs of the business as determined by the Employer. No Employee, however, shall be required to work more than two consecutive Sundays.
11. Any store Employing three Full time Meat Department Employees or less may use the person in charge of the store to stock prepared fresh meat products and ad items only from the meat cooler to the display cases on Sunday only.

## APPENDIX "A"

### WAGE RATES

The following rates of pay for Full-time Employees shall be based on previous comparable experience within the next preceding five years. The Employer agrees to furnish a record of employment to include the date of hire, date of termination, total hours worked and classification, upon request.

FULL TIME POSITION	6-05-10	6-4-2011	6-3-2012	6-1-2013
Journeyman	\$17.50	\$ 17.79	\$ 18.15	\$ 18.91
Stanley Grillo	\$19.74	\$ 20.23	\$ 21.06	\$ 21.64

#### Apprentice Meat Cutters:

1 <sup>st</sup> 6 months	70%	\$ 12.45	\$ 12.71	\$ 13.24
2 <sup>nd</sup> 6 months	75%	\$ 13.34	\$ 13.61	\$ 14.18
3 <sup>rd</sup> 6 months	80%	\$ 14.23	\$ 14.52	\$ 15.13
4 <sup>th</sup> 6 months	85%	\$ 15.12	\$ 15.43	\$ 16.07
5 <sup>th</sup> 6 months	90%	\$ 16.01	\$ 16.34	\$ 17.01
After 30 months, Journeyman rate				

#### Full-Time Meat Helpers:

1 <sup>st</sup> 6 months	\$ 10.04
2 <sup>nd</sup> 6 months	\$ 10.60
3 <sup>rd</sup> 6 months	\$ 11.30
Thereafter	\$ 12.53

#### Part-Time Meat Helpers:

1 <sup>st</sup> 6 months	\$ 7.25
2 <sup>nd</sup> 6 months	\$ 8.50
3 <sup>rd</sup> 6 months	\$ 9.44

#### RESTRICTED PART-TIME MEAT CLEANUP

1 <sup>st</sup> 6 months	\$ 7.25
2 <sup>nd</sup> 6 months	\$ 7.75
3 <sup>rd</sup> 6 months	\$ 8.20
Thereafter	\$ 9.00



## HOLIDAY OPERATIONS

Effective April 16, 1991, the Employer shall be permitted to be open for retail operations on certain holidays as provided herein:

1. The Employer may, at its option, be open for retail operations on Memorial Day, Independence Day, and/or Labor Day (hereinafter "option days"). Hours worked on these days shall be outside the regular workweek.
2. Store operations on these option days shall be staffed only with volunteers. A volunteer sign up list shall be posted by the Employer not less than 21 days prior to each option day the Employer plans on being open for business.
3. All Employees who volunteer to work on the option days shall be paid at time and one half their regular hourly wage rate. This wage shall be in addition to any other holiday benefits which accrue to these Employees under the collective bargaining agreement.
4. All volunteer Employees who work on the option days shall accrue the same benefits under the collective bargaining agreement as Employees working on Sunday, except that no pension payment shall be made for the holiday hours actually worked.
5. The person in charge of the store may stock meat products.