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**KOWALSKI'S**  
**May 5, 2013 through April 5, 2014**

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UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189 And  
Kowalski Companies, Inc.  
Retail Supermarket Agreement  
May 5, 2013 through April 5, 2014

**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 Kowalski’s Companies, 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 two (2) employees per store, including Store Managers, outside the bargaining unit who may perform bargaining unit work, including the cutting of meat. In stores with more than 100 bargaining unit employees, the Employer may have up to three (3) such non-bargaining unit, supervisory employees.

B. 1) “THE ST. PAUL METROPOLITAN AREA AND VICINITY” shall be understood to comprise an area enclosed by the following boundaries (where roads or rivers are involved, it shall be understood that the boundary shall lie at the center of the road and center of the river respectively); using the 1971 official highway map of Minnesota, issued by the Minnesota Department of Highways and starting at the northwest corner, which is a point caused by the intersection of Anoka County Road #14 and Lexington Avenue (East of Johnsonville), the Western boundary goes south from that point following Lexington Avenue to Interstate Highway #35W, thence on #35W to the Minneapolis-St. Paul border (as shown on the map), thence follow the border line to the Mississippi River and the Mississippi River to the south end of the Mendota Bridge, and from that point on a straight line to a point lying one mile due east of Rosemount.

2) The Southern boundary shall lie on a straight line from the point lying one mile due east of Rosemount to a point on the St. Croix River lying two miles south of Hastings.

3) The Northern boundary shall extend from the northwest corner, described above, and lies on a line going due east to the St. Croix River.

4) The Eastern boundary shall follow the St. Croix River from the northeast point to the southeast point.

**SECTION 1.2: UNION SHOP:**

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

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

**SECTION 1.3: OTHER AGREEMENTS:**

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

**SECTION 1.4: DUES CHECKOFF:**

A. 1) The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee’s wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

2) The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

B. The Employer will collect and forward membership application forms for new hires on behalf of the Union.

C. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

**SECTION 1.5: MEAT DEPARTMENT:**

A. All work performed in the meat department will be done by bargaining unit members of the meat department (Head meat cutter, Journeymen, Apprentices, Wrappers and other-than-Journeymen) except as provided in ARTICLE 1 SECTION 1.A and below:

- 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 the saw, grinder, cuber, tenderizer, slicer, knife or other tolls of the trade), through and including the boning, scraping and trimming of those products to reduce to retail cuts and the initial daily grind. 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 and Other-than-journeymen are meat employees whose duties include all work in the meat department with the exception of Journeymen duties, unless they have been trained and certified by the Employer to perform meat cutting. Wrappers and Other-than-journeymen will be offered the first opportunities to train and become certified by the Employer to cut meat; they will be paid no less than the top Universal employee scale rate. These employees shall retain all job guarantees under this Agreement for meat employees hired prior to June 04, 2012. Wrappers and Other-than-journeymen employees will be allowed to work in all areas of the store.
- 3) Full-time employees (excluding maintenance employees) will be allowed to perform all functions in the store, including the meat department, with the exception of those jobs specifically designated for Journeymen meat cutter, except that the Employer may train and certify Senior Retail Specialist and Universal employees to cut meat. The decision to train and certify an employee to cut meat will be by mutual agreement.
- 4) Part time employees may work in the meat department including waiting on the trade and filling all cases; however, they may not work in the processing areas of the meat department except for cleaning.
- 5) Meat employees: Head meat cutter, Journeymen, Wrappers and Other-than-journeymen, hired before June 04, 2012 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, nor will they be displaced from their work in the meat department by any other store employee unless such change is by mutual 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 that employee returns to work for the same company and into the same classification.
- 2) When an employee is hired from a different Employer or is being promoted from part-time to full-time, they 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.

C. Temporary Full-time:

- 1) A part-time employee, works in any one week thirty-two (32) hours or more Monday through Saturday they shall be paid the appropriate full time rate of pay and time and one half (1-1/2) for all hours worked on Sunday, for hours worked during that week only. When the employee works less than thirty-two (32) hours Monday through Saturday, they shall be paid his/her part-time rate of pay.
- 2) The appropriate full-time rate will be the beginning of the full-time wage scale for the work performed or the nearest higher wage rate if the employee's part-time rate is higher.

**SECTION 2.2: SUNDAY WORK:**

A. The Employer will be closed Easter Sunday.

B. Work on Sundays may be required for all employees with the exception of employees hired on or before March 15, 1971. No employee may be required to work more than forty six (46) Sundays.

C. No Senior Full-time employee hired prior to March 1, 1998 or Meat employee hired prior to March 9, 2008 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. In the event there are not enough volunteers for Sunday work, the employer has the right to schedule Sunday work to meet business needs subject to any other provisions in this agreement.

E. Rates of pay shall be as follows:

- 1) Straight time pay for:
  - a. All Senior Full-time Grocery employees (including department heads) and full-time maintenance employees hired or promoted from part-time after March 8, 2008.
  - b. All other full-time (non-meat) employees.
- 2) Straight time plus a \$.50 per hour premium for:
  - a. All Part-time (non-meat) employees hired prior to May 5, 2013. All Part-time employees hired on or after May 5, 2013 will be paid at straight time.
  - b. All Utility employees. All Utility employees hired on or after May 5, 2013 will be paid at straight time.
- 3) Time and one-half (1-1/2) the straight time rate of pay for:
  - a. All Senior Full-time 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, subject to other provisions in the agreement.

- 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 Full-time employees, including Department Heads, hired or promoted from part-time before March 9, 2008.
  - b. All Part-time and Utility employees.
  - c. All Meat department employees (full and part-time).
- 2) The basic workweek for all other employees is Sunday through Saturday but exclusive of hours worked on holidays. Employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays.
- 3) No employee shall be required to work on the sixth (6th) day of the work week.



C. 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.

D) 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: 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. The employer may adjust schedules later in the workweek to avoid weekly overtime. Such adjustments will be initiated by the employer. The employer will have the ability to send employees home to avoid weekly overtime.

After nine (9) hours, the ability to waive incidental overtime becomes void and overtime will be paid on all time worked after eight (8) hours.

B. Holiday Work and Overtime: 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 “head position is gone for five days or more [forty (40) hour work week], the employee assigned the additional duties 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. Part-Time Employees: 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, Labor Day, Thanksgiving, Christmas and New Year's Day. This provision shall not be interpreted to preclude regular part-time employees who wish to do so from working more than five (5) days in a week.

C. Night work: It is agreed that no employee except for employees on the night stock crew shall be required to work more than three (3) nights per week. A full-time employee hired prior to May 31, 1962, need not accept a schedule which calls for straight-time work before the hours of 7 A.M. or after 6 P.M. Journeymen and Wrappers who were on the seniority list prior to May 12, 1974, shall not be required to work any more than two (2) nights per week.

D. Meat Department Employee on Duty: There must be one (1) meat employee on duty in the meat department at all times the store is open for business between the hours of 7:00 A.M. and 6 P.M. Meat employee is defined to mean a Head Meat Cutter, Journeyman Meat Cutter, Apprentice, Wrapper, Other Than Journeyman, or a Full-time (non-meat employee), subject to the conditions of Section 1.5. This requirement will not apply to one (1) and two (2) person markets during meal periods. One (1) apprentice may be employed for each two (2) journeymen employed by the Company.

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.

## **SECTION 2.7: MINIMUM SCHEDULED HOURS:**

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

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

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

2) A senior regular part-time employee may choose to be scheduled for less than twenty-four (24) hours by written request to the store manager.

D. None of the provisions of Paragraphs B and C of this SECTION 2.8 shall apply to prime time part-time employees.

**SECTION 2.8: MINIMUM CALL-IN:**

An employee who is called in to work outside of his/her regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except in the case where such employee is called in to replace someone who has called in sick or to replace someone who has not reported to work as scheduled.

**SECTION 2.9: SPLIT SHIFTS:**

No employee shall be required to work a split shift.

**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 "punch" his/her individual time card. Failure to properly punch time card shall be cause for discharge.

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

C. Refusal to Work: No employee shall be discriminated against for refusal to work on his/her 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.

#### **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 25%:75%. Full-time waivers employees, if they are not current employees will not count in this ratio. Waiver, Utility and Prime Time Part Time employees are excluded from this ratio. Part-time employees on Full-time waivers will be counted as Part-time.

For purposes of calculating the above ratio, the full time bargaining unit workforce is defined as all department heads, and all other employees working that are, or may have been classified, as Senior Retail Specialist, Universal Employee, Retail Specialist, Journeymen, Apprentice, Wrapper and Full-Time Maintenance.

Employees that are full-time as described above on June 04, 2012 will not be laid off or reduced to part-time for the sole purpose of meeting the ratio requirement of 25%. However, the Employer reserves the right to do so if it has a legitimate business reason, which may include, for example, a decrease in sales due to competition or otherwise.

## **ARTICLE 4** **SENIORITY**

### **SECTION 4.1: DEFINITION:**

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

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 (meat and non-meat) employees
2. Part-time (meat and non-meat) employees
3. Utility employees
4. Prime-time employees

### **SECTION 4.2: APPLICATION OF SENIORITY:**

A. Probationary Period:

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

2) Prior to the end of the thirty (30) day probationary period, the Employer may request in writing an additional thirty (30) day probationary period in the case of an employee found questionable by management. If the Union approves, this additional thirty (30) day probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert back to his/her original date of employment.

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

B. 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 with his/her 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 March 6, 2005 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 time 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 is lower than the top of the part-time scale they will be place 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 regular 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) Pharmacy Technician: For purposes of layoff and recall, the Employer has a right to maintain its Nationally Certified Pharmacy Technicians (NCPT) without regard to their original part-time or full time seniority date. In the event of a reduction of force in the Employer’s Pharmacy, the least senior, based on their NCPT date of hire or promotion as

a NCPT will be the first laid off from the pharmacy. The NCPT who is laid off from the pharmacy will be scheduled in other areas of the store and will maintain their seniority in the appropriate classification.

#### D. Preference of Hours

1) Senior Full-time employee 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 Full-time 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. 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. 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 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 employees who notify their employer in writing of their desire for part-time positions, will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store without regard to the **six (6) month** requirement.

#### **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 regular part-time or bagger/carry-out/ part-time Maintenance employee is transferred by the Employer, he/she shall retain his/her accumulated experience for the purpose of acquiring and retaining seniority.

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

**SECTION 4.4: TERMINATION OF SENIORITY:**

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

- A. quits;
- B. is discharged for cause;
- C. fails to return from any of the leaves of absence referenced in ARTICLE 8 of this Agreement, within the time limits contained therein;
- D. fails to respond within ten (10) calendar days of the date notice to return is registered with the U.S. Postal Service, or;
- E. is absent from the job for any reason, other than sickness or injury, for a period in excess of one (1) year. (Prime time part-time limit is ninety (90) days).

**ARTICLE 5**  
**HOLIDAYS**

**SECTION 5.1: HOLIDAYS DEFINED:**

A. The following days shall be recognized as holidays: New Years' Day (beginning at 6 pm on New Years' Eve), Memorial Day, Independence Day, 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. When Christmas falls on Sunday, the store may be open the following Monday and, if open, shall be treated as a Sunday for purposes of scheduling and payment of wages.

C. New Year's Day, Memorial Day, Independence Day, 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) pay for hours worked after 6:00 p.m. on New Year's Eve, New Year's Day and Thanksgiving Day.



- 2) Part-time and Utility: Work on the summer holidays, Thanksgiving and New Year's shall be voluntary for all regular Part-time and Utility employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the "summer holidays," New Year's or Thanksgiving. 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 eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day in and in excess of eight (8) on all holidays shall be compensated at 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) Apprentice Meat Cutter Volunteers 3) Wrapper volunteers 4) Other Than Journeyman volunteers 5) Volunteers qualified to perform the duties at the appropriate rate of pay.

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 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.

**SECTION 5.2: COMPUTATION OF HOLIDAY PAY:**

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

B. Part-time: A regular part-time employee (less than thirty-two (32) hours), after ninety (90) days of employment, will receive four (4) hours of pay at his/her regular rate for the listed

holidays irrespective of scheduled work days and also for one personal holiday. Prime time part-time employees shall have no entitlement to holiday pay. A regular part-time meat employee with less than ten (10) years of continuous service shall be compensated four (4) hours pay at his/her regular rate for the six (6) calendar holidays set forth in SECTION 5.1. Regular part-time grocery and meat employees with at least ten (10) years of continuous service will receive six (6) hours of holiday pay at their regular rate of pay for each recognized national holiday and personal holiday.

C. **Utility** A utility employee who has completed one (1) year of continuous service with the Employer shall be entitled to four (4) hours pay at his/her 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 his/her scheduled workday before and his/her scheduled workday 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, and 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 employee shall be an employee who normally works thirty-two (32) hours or more per work week. Full time employees include employees classified as Department heads, Journeymen, Wrappers, Senior retail Specialists, Universal, Retail Specialists and Full-time Maintenance employees.

### **SECTION 6.2: PART-TIME:**

A Part-time employee shall be an employee who normally works less than thirty-two (32) hours per work week, in all departments within the store without limitation other than those outlined in Section 1.5 exclusive of hours worked on Sundays or Holidays. Part-time employees include Regular Part-time employees and Other than Journeymen.

**SECTION 6.3: UTILITY:**

Utility employees are part-time employees who may perform 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 401(K) plan.

**SECTION 6.4: 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 6.5: NIGHT STOCKING CREW:**

Employees may be assigned to a night stocking crew.

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

A prime time part-time employee shall be an employee who may work no more than thirty (30) hours per week and may be assigned working hours only during the period from 6:00 a.m. on Wednesday through 6:00 a.m. on Tuesday. These hours shall be subject to Section 4.2D (Application of Seniority). Prime time part-time employees may be scheduled and assigned on an interchangeable basis between grocery and delicatessen operations. Notwithstanding the provisions of SECTION 2.1, the wage rates payable to prime time part-time employees shall be fixed at the level closest to the \$7.75 rate specified in the applicable scale of wages for part-time employees appearing in Appendix “A.” For purposes of assessing the Employers compliance with ARTICLE 3 (ratio), prime time part-time employees do not count as part of the Employer’s bargaining unit work force. However, prime time part-time employees may not exceed a maximum of twenty (20) percent of the Employer’s total part-time work force company-wide. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this Agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the prime time part-time position. The employer will give consideration to prime time employees for the next available regular part time position. The Union and employer tentatively agree to.

**SECTION 6.7: DEPARTMENT HEAD:**

Each Employer shall maintain a minimum of four Department Head positions inclusive of a Head Meat Cutter and Assistant Store Manager in each of its stores. Each Employer shall have the option to designate a total of up to eight Department Heads and/or Manager Trainee positions in each store.

**SECTION 6.8: PHARMACY TECHNICIAN:**

The Pharmacy Technician classification shall consist of employees working in the Employer's pharmacy departments who have obtained or are actively in training for national certification as a pharmacy technician. The Employer agrees to reimburse each pharmacy technician 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 \$.75 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 6.9: HEAD MEAT CUTTER:**

The Head Meat Cutter shall be a qualified Journeyman Meat Cutter. He/she shall perform all of the duties of a Journeyman in the meat department.

**SECTION 6.10: JOURNEYMAN:**

A Journeyman is a full-time employee who is a skilled meat cutter who has either served his/her apprenticeship in accordance with the period of time as set forth in this Agreement or who has qualified as a skilled meat cutter.

**SECTION 6.11: APPRENTICE:**

An Apprentice is a person learning all the details in developing manual skill for performing, after a stated training period, the duties of a Journeyman Meat Cutter. In the course of their duties, they shall be under the supervision of a Journeyman or Head Meat Cutter. Any employee being trained by the employer to cut meat will be considered an Apprentice.

**SECTION 6.12: WRAPPER:**

A Wrapper is a Full-time meat employee who performs all duties in the meat department with the exception of those specifically assigned to Journeymen and Apprentices.

**SECTION 6.13: OTHER THAN JOURNEYMAN:**

The Other Than Journeyman employee is a part-time Wrapper.

**ARTICLE 7**  
**VACATIONS**

**SECTION 7.1: VACATION ALLOWANCE:**

A. An employee covered by this Agreement who has had one (1) year of service with said Employer or in said store shall receive one (1) week vacation with pay as of the employee's anniversary date of employment.

B. An employee with two (2) years of continuous service with said Employer shall receive two (2) weeks' vacation with pay each year as of the employee's anniversary date of employment.

C. An employee with eight (8) years of continuous service with said Employer shall receive three (3) weeks' vacation with pay each year as of the employee's anniversary date of employment.

D. An employee with sixteen (16) years of continuous service with said Employer shall receive four (4) weeks' vacation with pay each year as of the employee's anniversary date of employment.

E. An employee with twenty (20) years of continuous service with said Employer shall receive five (5) weeks' vacation with pay each year as of the employee's anniversary date of employment.

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

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

B. 1) Part-time (1040 hours and above): A part-time employee who works (including paid hours) 1040 hours during a twelve (12) month period from his/her anniversary date shall be entitled to a prorated vacation based on his/her straight-time rate of pay at the time of taking vacation.

2) Part-time (less than 1040 hours): Prorated vacation for a part-time employee working (including paid hours) less than 1040 hours per year shall be granted based on his/her average hours worked during his/her anniversary year. The maximum vacation in any year shall be three (3) weeks at twenty (20) hours pay per week.

C. Vacation pay to be paid on the average of hours worked in full work weeks worked in the previous calendar year, at the employee's present rate of pay.

D. Prime time part-time:

Prime time part-time employees are not eligible for vacation.

### **SECTION 7.3: TERMINATION OF EMPLOYMENT:**

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

B. Unless discharged for just cause, a full-time employee who has been employed six (6) months, but less than one (1) year and is permanently terminated shall receive vacation pay on the same prorated basis as set forth in SECTION 7.2.A.

**SECTION 7.4: VACATION SCHEDULING:**

A. Vacations shall consist of consecutive working days.

B. Vacation schedules in each store shall be posted by January 15, and vacations selected on the basis of seniority by March 1 of each year for the period from April 1 through the following March 31. The approved vacation schedule shall be posted in each store by April 1 of each year.

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

D. For Meat department employees vacation 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 vacation time before other meat department employees have had an opportunity to select. During the second round, each employee may schedule the entire balance of his/her vacation eligibility. Vacation scheduling will be done in rounds to ensure that, to the greatest extent possible, each employee will have an opportunity to schedule some vacation time during the summer months. For all employees the process of vacation scheduling historically observed by the Employer (i.e., either by store or company-wide) shall remain in effect. Vacations shall be scheduled during the summer months to the greatest extent possible

E. All employees who are eligible to take two (2) or more weeks of paid vacation per year shall be allowed to take all of their vacation in half (1/2) day or one (1) day increments. Under normal circumstances requests to use these single or half days should be made; in writing during the week prior to the posting of the schedule for the period when the vacation 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 single or half days due to an immediate need said requests will not be unreasonably withheld.

F. If a holiday occurs during an eligible employee's vacation, the employee shall be paid an additional day's pay or given an additional day off with pay in addition to the vacation pay.

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

**SECTION 7.5: VACATION PAY:**

All employees shall receive their vacation pay in the week they take their vacation.

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

**SECTION 8.1: PERSONAL LEAVE OF ABSENCE:**

A leave of absence not to exceed six (6) months may be granted by mutual agreement between the Employer, employee and the Union. All leaves of absence shall be requested and confirmed in writing. Failure to return at the end of a leave of absence shall result in loss of seniority and employment. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence and further, the Union may not unreasonably deny a requested leave of absence.

**SECTION 8.2: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS:**

A. In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year.

B. Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of three (3) years. The employee must be able to pass a physical examination upon return to work, if requested.

C. The employee shall advise the store manager of his intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.

D. In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

**SECTION 8.3: FUNERAL LEAVE:**

A. After completing the probationary period all employees, except prime time part-time employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, children, brothers, sisters, mother-in-law, or 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.

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

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

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

E. One (1) day leave of absence with pay in the event of death of any other relative living in employee's home at time of death.

F. 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 his/her 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 his/her presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

**SECTION 8.5: MILITARY SERVICE:**

An employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

**SECTION 8.6: FAMILY AND MEDICAL LEAVE ACT:**

Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.

**SECTION 8.7: S.P.U.R.:**

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. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority; however, a Department Head may not return to a Department Head position.



**ARTICLE 9**  
**HEALTH AND SAFETY**

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

A. The Employer shall continue to make reasonable provisions for the health and safety of its employees in the store during working hours of their employment in accordance with the laws of the State of Minnesota.

B. 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 9.2: WORKERS COMPENSATION:**

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

**SECTION 9.3:**

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. No employee shall be discharged except for just cause.

B. The properly accredited officers or representatives of the Union and the Employer are authorized to settle any dispute arising out of a discharge. Grievances under Section 15.1 regarding discharge without just cause must be filed in writing with the Employer within fifteen (15) calendar days after the effective date of termination of the employee's employment. Failure to comply with this time requirement will result in the grievance being waived and not submitted to mediation or arbitration under Article 15.

C. Warning Notices And Discharge. In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing, with a copy to the Union.

**ARTICLE 11**  
**PICKETING**

It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal picket line, nor shall an employee be disciplined or discharged for refusal to cross a legal picket line of a striking union when such picketing has the approval of the United Food and Commercial Workers International Union. The Union shall give forty-eight (48) hours' notice in writing to the Employer of its intention to sanction or approve the picket line. It is further agreed that the Employer reserves the right to close his place of business if a legal picket line is established and it shall not be considered a violation of this Agreement.

**ARTICLE 12**  
**STRIKE-LOCKOUT**

The Union agrees that during the term of this Agreement, there shall be no strike by the Union or its members. The Employer agrees that there shall be no lockout during the term of this Agreement.

**ARTICLE 13**  
**UNION-EMPLOYER COOPERATION**

**SECTION 13.1: UNION STORE CARD:**

The Union agrees to issue a Union store card and/or window decals to the Employer under the rules governing Union store cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union store card and decals are, and shall remain, the property of said International Union and the Employer agrees to surrender said Union card and/or decals to the authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union store card and/or decals are issued.

The Employer shall display such Union store cards and decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

**SECTION 13.2: STORE VISITATION:**

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business.

**SECTION 13.3: LABOR MANAGEMENT COMMITTEE:**

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

**SECTION 13.4: FURNISH HELP:**

Local 1189 will at all times endeavor to furnish reliable, competent help and further agrees to promote the best interests of the Employer at all times.

**SECTION 13.5: UNION MEMBERSHIP AND EMPLOYERS:**

No individual Employer shall be required to belong to the Union. However, no more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in a grocery and meat department. All others are to be members of the Union.

**SECTION 13.6: SHOP STEWARDS:**

The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the business.

**SECTION 13.7: BULLETIN BOARD:**

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

**SECTION 13.8: STORE SECURITY:**

The Employer will establish and publish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employee.

**ARTICLE 14**  
**VIOLATIONS OF AGREEMENT**

The settlement of any one violation of this Agreement shall not constitute a waiver of the particular provisions violated or of any other provisions of this Agreement, and shall not constitute a waiver of any subsequent violation of any provision of this Agreement.

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

**SECTION 15.1: GRIEVANCE:**

A. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with his/her immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.

E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.

F. 1) Employer Violations: Any Employer who intentionally violates any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours of employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.

2) No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in SECTION 15.2 and 15.3.

#### **SECTION 15.2: MEDIATION:**

Any discharge or dispute that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 15. 1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.

#### **SECTION 15.3: ARBITRATION:**

A. If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

B. A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.

C. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

D. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.

E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

F. The decision of the Arbitrator shall be final and binding upon all parties to the dispute.

G. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

**SECTION 15.4: LIMITATIONS ON ARBITRATOR:**

The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

**SECTION 15.5: TIME LIMITS:**

The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.

**ARTICLE 16**  
**SHELF STOCKING**

The Employer shall be allowed to utilize suppliers, vendors and salesmen to stock products that they represent, stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers, i.e., perishable specialists in perishable departments, grocery specialists in grocery departments, etc., for the purpose of doing resets. All other products will be stocked by members of Local 1189 only, except that 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 participating Employer agrees for the duration of the collective bargaining agreement that there shall be no lay off or reduction in hours of any full-time employee, or for the 24% most senior part-time employees as of March 6, 2005 on the Employer's seniority list, a reduction of scheduled hours below twenty-four (24) per week. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall

lose its right to operate under the terms of this Article. It is understood and agreed that this provision regarding layoffs or reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to “act of God,” or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, “Sunday-only” employees, or employees working on waivers.

## **ARTICLE 17** **AUTOMATION**

A. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties 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: No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union activities.

B. Conflicting Agreements: No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. No employee shall have their wage reduced who may be paid over the minimum wage called for in this Agreement, nor shall any employee be reclassified to defeat the purpose of this Agreement.

C. Separability:

1) Nothing contained in this Agreement is intended to violate any Federal law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a Federal law, rule or regulation.

2) It is also understood that if a provision is deemed in violation by the final appellate court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fail, the matter will be subject to arbitration according to SECTION 15.3 of this contract.

D. It is agreed that the Employer shall comply with all state, city, county and federal laws.

E. No employee shall have their wages reduced to defeat the purpose of this Agreement.

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

**SECTION 19.1:**

A. 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.

B. The Employer further agrees to make contributions to the Fund on behalf of any regular part-time employee (excluding utility employees and prime time part-time employees) working less than thirty-two (32) hours per week (“Part-time Contributions”). It is further agreed that if the aforementioned part-time employee works thirty-two (32) or more hours in any one week and averages thirty-two (32) hours or more per week for the reporting period he/she will

have a full-time contribution made for any week he/she worked thirty-two (32) hours or more during that reporting period. The hours used to determine payments will be exclusive of hours worked on Sunday and Holidays.

C. No contribution should be made for utility employees unless such employee performs work which requires the part-time rate of pay as provided under SECTION 6.3 of ARTICLE 6 and who works on at least one day each week during the previous month which requires the part-time rate of pay, and in that case, the contribution to the Fund on behalf of such employee shall be required for each week the employee performed work which required the part-time rate of pay. No contribution shall be made for prime time part-time employees.

D. 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 schedule of contributions is as follows:

Effective May 5, 2013

Full-time Contributions: \$145.88 per week.

Part-time Contributions: \$ 50.23 per week.

**SECTION 19.3:**

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 at no contribution cost to employees. Benefits may be modified by mutual agreement of the board of trustees.

**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 PLAN**

**SECTION 20.1 DEFINED BENEFIT PLAN:**

Effective August 01, 2011, the Employer will no longer contribute to the Milwaukee Area Retail Food Clerks Pension Fund and will no longer be bound by any trust agreement or plan documents for the Milwaukee Area Retail Food Clerks Pension Fund.

**SECTION 20.2 DEFINED BENEFIT PLAN:**

Effective August 01, 2011, the Employer will no longer contribute to the United Food and Commercial Workers International Union-Industry Pension Fund and will no longer be bound by any trust agreement or plan documents for the United Food and Commercial Workers International Union-Industry Pension Fund.

**SECTION 20.3 DEFINED CONTRIBUTION PLAN:**

A. Contributions:

- 1) The Employer will make the following contributions to the United Food and Commercial Workers Local 1189 and St. Paul Food Employers Defined Contribution Plan during the term of this agreement for all bargaining unit employees (except Utility and Prime-time employees) for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week for fifty-two (52) weeks per year.

Full-Time Grocery Employees	\$ 1.85
Regular Part-Time Employees	\$ 1.35
Full-Time Meat Employees	\$ 2.02

The above-referenced Fund will be jointly administered by the Union and the participating Employers as provided in a Trust Agreement as it is developed by the parties and any amendments thereto.

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

B. Effective February 28, 1999, all bargaining unit employees who are eligible under the Trust Agreement will be allowed to make pre-tax contributions into a 401K plan which shall be jointly administered by the Union and the Employers as provided for in the Trust Agreement which establishes such Plan. The employer is bound to the Trust Agreement as it is developed by the parties and any amendments hereto. It is understood that the Employer shall have no obligation to make any contribution to such 401K plan, to match any employee contributions to such Plan, or otherwise to fund that Plan.

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

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

## **ARTICLE 21**

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

A. Part-time to Full-time Waivers: Employees hired or scheduled for vacation relief purposes and working thirty-two (32) hours or more per week from May 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 – 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 retirement fund will be made in January based on hours worked in December. Contributions to the Health and Welfare fund will start January 1.

B. Injury/Unplanned absence Waiver:

1) 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.

2) A special waiver explaining the terms of employment in this situation will be signed by the employee and submitted to the Union.

C. Twelve (12) Week Waiver:

The Employer may waive any current part-time employee to full-time in either grocery or meat for up to twelve (12) 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 (12) 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 twelve week waiver can be used for any (one) 1 – (twelve) 12 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.

**D. Full-time to Meat Cutter Waivers:**

Full-time employees may be waived to Apprentice or Journeyman meat cutter during any of the waiver periods. The employer will maintain the employee's current benefits with the exception of holidays worked which will be paid at the higher waiver rate of pay.

**E. Carryout to Part-time Waivers:**

The Employer may waiver utility employees to part-time for eight (8) or more weeks from May 1 – Labor Day, and for four (4) or more weeks during the November 1 – January 1 period.

**Signed Waiver:** In all instances where an employee is waived 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.

**Determining Appropriate Pay:**

- Part-time employees waived to Full-time will be paid the starting full-time rate or the nearest higher wage rate on the full-time scale. Employees waived to Journeymen will be paid the Journeyman rate of pay.
- Utility employees waived to Part-time will be paid the applicable part-time rate based on their current total hours worked with the employer up to 4160 hours.

**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. Utility employees who are on part-time waivers and work the holiday will receive their holiday pay at their waiver rate of pay.

During the waiver/replacement period, the employee will not accrue any benefits other than the wage rate, except in the case of a bargaining unit employee who is reassigned from a position with the Employer in which that employee currently receives benefits as provided for under this collective bargaining agreement, in which case those benefits will continue to be paid.

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement.

**ARTICLE 23**  
**SUCCESSOR**

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

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

The parties agreed in negotiations to cover all full-time and part-time Delicatessen Employees under the area grocery contract including all wages, hours and working conditions. The parties further agree to dovetail seniority with the seniority of the Delicatessen Employees covered under the area grocery contract.

**ARTICLE 25**  
**DRUG AND ALCOHOL TESTING**

A test for illegal drugs and/or alcohol may be conducted on employees who caused or contributed to accidents occurring during work time or on the Employer's property. Covered accidents include accidents that the employee caused or contributed to that involve:

1. Personal injury to employees or others which necessitates first aid and/or medical attention; and/or
2. Substantial damage to the Employer's property which may necessitate first aid and/or medical attention to employees or others.

Employees are expected to make themselves available for Employer-paid, post-accident testing. The Employer shall adopt drug and alcohol testing procedures which conform to Minnesota Statute § 181.950 and following which shall govern all drug and alcohol testing. Time spent in drug testing shall be paid at the employee's regular straight time rate of pay. Any employee who fails to report any work-related accident may be subject to disciplinary action, up to and including termination. Employees terminated for illegal drug and/or alcohol offenses who

file a timely grievance and provide the Employer with a certificate of rehabilitation will be reinstated.

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

This Agreement and any Addendums shall take effect May 05, 2013 (unless dated otherwise) and shall continue in full force and effect until April 05, 2014 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 5th DAY OF MAY, 2013.

FOR THE EMPLOYER:

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## APPENDIX "A" WAGE RATES

Effective May 05, 2013 all full-time and part-time that are at top rates or over scale rates will receive the over scale increase indicated below in each classification.

### CLASSIFICATION GROCERY

#### DEPARTMENT HEADS

ASST. MGR. / HEAD STOCK	\$ 23.87
ALL OTHER MANAGERS	\$ 23.47
HEAD PRODUCE	\$ 23.47
TOP RATE & OVERSCALE INCREASES	\$ +.25

### SENIOR RETAIL SPECIALIST EMPLOYEES – (INC. DELI HIRED AFTER 3/1/98)

0 – 6 MONTHS	\$ 15.10
6 – 12 MONTHS	\$ 15.60
1 – 2 YEARS	\$ 16.10
2 – 3 YEARS	\$ 17.10
3 – 4 YEARS	\$ 17.60
4 – 5 YEARS	\$ 18.10
5 YEARS +	\$ 22.33
TOP RATE & OVERSCALE INCREASES	\$ +.25

### UNIVERSAL EMPLOYEES

START – 1 YEAR	\$ 17.23
1 – 2 YEARS	\$ 18.23
2+ YEARS	\$ 19.93
TOP RATE & OVERSCALE INCREASES	\$ +.25

### RETAIL SPECIALIST

0 - 1040 HOURS	\$ 12.75
1041 - 2080 HOURS	\$ 13.25
2081 - 3120 HOURS	\$ 13.80
3121 - 4160 HOURS	\$ 14.05
4160+ HOURS	\$ 16.15
TOP RATE & OVERSCALE INCREASES	\$ +.25

### FULL-TIME MAINTENANCE

0 – 6 MONTHS	\$ 9.99
6 – 12 MONTHS	\$ 10.49
1 – 2 YEARS	\$ 11.04
2 – 3 YEARS	\$ 12.38
3 – 4 YEARS	\$ 13.23

4 – 5 YEARS	\$ 14.08
5 + YEARS	\$ 17.78
TOP RATE & OVERSCALE INCREASES	\$ +.25

The Employer agrees that promotion opportunities for regular full-time positions shall not hereafter be limited to vacancies in full-time maintenance jobs. Full-time maintenance positions shall count as regular full-time positions for purposes of ratio compliance.

CLASSIFICATION GROCERY

UTILITY

HIRE	\$ 7.30
6 MONTHS	\$ 7.35
12 MONTHS	\$ 7.40
TOP RATE & OVERSCALE INCREASES	\$ +.25

REGULAR PART-TIME

0 – 200 HOURS	\$ 7.55
201 – 520 HOURS	\$ 7.65
521 – 1040 HOURS	\$ 7.75 <u>(SRTG RATE FOR PTPT HIRED AFTER AUGUST 01, 2011)</u>
1041 – 1560 HOURS	\$ 7.90
1561 – 2080 HOURS	\$ 8.10
2081 – 2600 HOURS	\$ 8.40
2601 – 3120 HOURS	\$ 8.80
3121 – 3640 HOURS	\$ 9.35
3641 – 4160 HOURS	\$ 9.95
4161 – 4680 HOURS	\$ 11.10
4681 – 5200 HOURS	\$ 11.50
5201 +	\$ 13.75
TOP RATE & OVERSCALE INCREASES	\$ +.25

PRIME TIME PART-TIME HIRED BEFORE AUGUST 01, 2011

0 – 520 HOURS	\$ 10.00
521 – 1040 HOURS	\$ 10.50
1041 – 1560 HOURS	\$ 11.00
1561 – 2080 HOURS	\$ 11.50
2081 – 2600 HOURS	\$ 12.00
2601 – 3120 HOURS	\$ 12.50
3121 – 3640 HOURS	\$ 13.00
3641 – 4160 HOURS	\$ 13.50
4161 +	\$ 14.65
TOP RATE & OVERSCALE INCREASES	\$ +.25

CLASSIFICATION MEAT

<u>HEAD MEAT CUTTER</u>	\$24.62
<u>JOURNEYMAN</u>	\$23.95
TOP RATE & OVERSCALE INCREASES	\$ +.25

APPRENTICES

FIRST 1040 HOURS	\$15.60
1041 - 2080 HOURS	\$16.45
2081 - 3120 HOURS	\$18.00
3121 - 4160 HOURS	\$20.00
4161+ HOURS	\$23.85
TOP RATE & OVERSCALE INCREASES	\$ +.25

WRAPPERS - HIRED BEFORE MAY 2, 1986

FIRST 1040 HOURS	\$15.07
1041 - 2080 HOURS	\$15.59
2081 - 3120 HOURS	\$16.61
3121+ HOURS	\$22.04
TOP RATE & OVERSCALE INCREASES	\$ +.25

P.T. OTHER THAN JOURNEYMAN

F.T. WRAPPERS HIRED AFTER

MAY 1, 1986

FIRST 1040 HOURS	\$13.68
1041 - 2080 HOURS	\$14.66
2081 - 3119	\$15.66
3120 - 4158	\$17.00
4159 - 5197	\$18.00
5198+ HOURS	\$19.39
TOP RATE & OVERSCALE INCREASES	\$ +.25



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

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

B. 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.

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

APPENDIX "C"  
STORE CLOSING

The Employer and the Union agree as follows:

1) In the event the Employer permanently discontinues operations at a store whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.

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

a. The employee voluntarily terminates his/her 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 his/her basic work week for the fifty-two (52) week period immediately preceding his/her 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 his/her average weekly hours worked during such fifty-two (52) week period.

5) Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid: Provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by a collective bargaining Agreement with these Unions, (or with another Employer having a labor contract covering similar work in the Twin City Metro area), or who accepts the collective bargaining Agreement in effect with these Unions.

6) Upon acceptance of his/her last payment of severance pay, an employee shall lose any and all seniority or recall rights or credit for previous experience under the collective bargaining Agreement with the Union.

7) The Employer shall continue contributions to the Health and Welfare Plan for four (4) weeks following the employee's termination of employment pursuant to ARTICLE 19 of the contract.

8) Except for unemployment compensation and vacation payments due under the collective bargaining Agreement, any payment received other than payments provided pursuant to this Agreement because of an employee's termination of employment shall be deducted from any severance pay made hereunder.

9) The Employer shall give two (2) weeks' 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.

**LETTER OF AGREEMENT #1  
JURISDICTIONAL COMMITTEE**

It is hereby agreed by and between United Food and Commercial Workers, Local 789 Jurisdictional Committee and the St Paul Meat Industry Jurisdictional Committee, that the following meat products shall be allowed.

LAMB

Chops  
Rack of Lamb  
Lamb Stew  
Leg of Lamb  
(bone in-bone out)  
Lamb Shoulder  
(bone in-bone out)  
Lamb Loin  
(bone in-bone out)

VEAL

Ground Veal  
Veal Slices  
Veal Stew  
Veal Shanks  
Veal Cutlets  
Chuck Rolls  
(bone in-bone out)

PORK

Case Ready  
Offal

No Meat Department employee on the seniority list of the Company on March 5, 1995, may be laid off or reduced in hours while utilizing the above mentioned products.

SIGNED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 1995.

\_\_\_\_\_  
St Paul Meat Industry Jurisdictional Committee

\_\_\_\_\_  
UFCW Local 789 Jurisdictional Committee

(For historical reference purposes only.)

**LETTER OF AGREEMENT #2  
JURISDICTIONAL COMMITTEE**

It is hereby agreed by and between United Food and Commercial Workers, Local 789 Jurisdictional Committee and the St. Paul Meat Industry Jurisdictional Committee, that the following meat products shall be allowed.

Case Ready

Ground Beef

No Meat Department employee on the seniority list of Company on March 1, 1998, may be laid off or reduced in hours while utilizing the above mentioned products.

Signed and dated this \_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
St. Paul Meat Industry Jurisdictional Committee

\_\_\_\_\_  
UFCW Local 789 Jurisdictional Committee

(For historical reference purposes only.)

March 9, 2008

**LETTER OF AGREEMENT #3  
MEAT JOB SECURITY**

During negotiations for the March 9, 2008 through March 5, 2011 Collective Bargaining Agreement, the Union and Employer agreed as follows:

A. As a condition of the Employer's expanded right to sell any and all case-ready and pre-processed products, Employer agrees that no regular full-time or regular part-time Meat Department employee who has accrued seniority on Employer's seniority list as of March 9, 2008 (effective date of the new Articles of Agreement) may be laid off or involuntarily reduced in hours while the Employer retains the ability to utilize the case-ready and pre-processed products as provided above.

B. This provision shall have no application to: part-time employees having no seniority, retirees, "Sunday Only" employees, or employees working on "waivers" in the Meat Department.

C. This provision shall have no application to layoffs or reduction in hours in the event of store closure or resulting from proven loss of business (excluding seasonal fluctuations), nor to cases of retirement, death, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probation period, or interruption of business due to "act of God."



March 6, 2005

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

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

1. Eligibility for participation in the retiree health insurance program (the "retiree program") shall be limited to individuals who retire from positions covered by the collective bargaining agreement and who make an election to participate in the retiree program during a fixed period to be defined by the Trustees immediately prior to their retirement, without any break in the employee's participation in medical coverage under the Plan. Eligibility will likewise be extended to current retirees who are presently participating in the existing retiree medical coverage provided under the Plan or who have elected COBRA continuation and are presently continuing to receive benefits during the COBRA continuation period.

2. Further, all participants must be receiving a pension pursuant to the retirement plans provided for in the Articles of Agreement. In addition, eligibility will be limited to those who have a minimum of 25 years as a participant in the Plan and who have attained a minimum age of 55 years. Eligibility will likewise be limited to those individuals who have, for a continuous period of five (5) years immediately prior to retirement, been (a) employed in a bargaining unit position covered by the Articles of Agreement referenced above, and (b) a participant in the Plan. The eligibility criteria established by this Letter of Understanding are intended to be applied cumulatively, not in the alternative.

3. It is understood that a Plan participant who wishes to participate in the retiree program as provided herein shall first elect COBRA continuation of Plan benefits and retain participation throughout the COBRA continuation period at basic plan rates and at the participant's sole cost.

4. The benefits to be provided under the retiree program shall consist of the medical benefits provided under the Plan to retirees.

5. The claims/utilization experience of all retiree program participants shall be separately documented and calculated in order to maintain an ongoing ability to identify and measure the impact upon Plan funding of the retiree program.

6. The cost of coverage for eligible retiree program participants shall be subsidized from the assets of the Plan as follows: For participants with 30 years or more of Plan participation, the Plan shall subsidize the participant's cost of coverage at a rate of 100% of the

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

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

March 9, 2008

**LETTER OF AGREEMENT #5**

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

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

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

**LETTER OF AGREEMENT #6**  
Small Stores

In negotiations with Kowalski's Companies, the Employer and the Union reached agreement on the following terms governing the operation of an Employer's store employing 80 or fewer Local 1189 bargaining unit employees.

1. **Ratio** - Such a store is exempt from the ratio in Article 3 and does not count in total Employer ratio. The employees employed in any such store are not counted in the "total bargaining unit work force" for the ratio calculations in Article 3B. Any reductions or changes in ratio shall be obtained through attrition.
  - a. Part time employees will not count in the Employer's ratio number.
2. **Required Employees** – In any such store, the Employer will employ no fewer than five (5) full time employees, but will not be required to employ any minimum number of Department Head positions.
3. **Sunday** – Such a store is excluded from mandatory full-time staffing requirements in the Contract for Sunday hours.
4. **Prime-time Employees**-If any store does not have any utility employees, it may employ Prime time employees, so long as those Prime time employees do not exceed a maximum of **twenty percent (20)%** of such store's UFCW Local 1189 bargaining unit workforce.
5. **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.
6. **Notice to Union** – The Employer will notify the Union when it decides to utilize this Letter of Agreement.

**EARLY RETIREMENT COBRA PROGRAM LETTER OF AGREEMENT:**

A. Eligibility for participation in the 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).

B. 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 the employee's request for the early retirement COBRA pay.

C. 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.

D. 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 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.