

**MILLENNIUM OPERATIONS, INC.**  
**DBA / RC DICK'S**  
**GROCERY AND MEAT**

**MARCH 9, 2008-MARCH 5, 2011**

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**MILLENNIUM OPERATIONS, INC.**  
**DBA / RC DICK'S**  
**CONVENTIONAL GROCERY AND MEAT**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION**  
**LOCAL #789**  
**03/09/08-03/05/11**

**ARTICLES OF AGREEMENT**

THIS AGREEMENT entered into by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 789, of St. Paul, Minnesota and vicinity, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and Millennium Operations, Inc., hereinafter referred to as the "Employer".

**ARTICLE 1**  
**UNION SECURITY**

**SECTION 1.1: RECOGNITION:**

A. It is recognized that the unit represented by the Union herein shall include regular full-time and part-time employees in the grocery and produce departments 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 (II) of the Labor Management Relations Act of 1947 as amended, and meat department employees of the Employer.

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 sixty-first (61) 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 sixty-first (61) 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.

C. For the purpose of this ARTICLE 1, SECTION 1.2, the execution date of this agreement shall be considered its effective date.

### SECTION 1.3: 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.

3) 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 1.4: JURISDICTION:

A. All work performed in the meat department will be done by members of the bargaining unit except as provided in **section G**. For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage rooms, the meat production rooms (any area in the meat department not accessible to the customer) and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale. Any work presently performed by retail employees in the stores covered by this Agreement must be done by members of the bargaining unit only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Agreement, the Agreement shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

B. It is understood that grocery employees' work includes marking, stocking, displaying, and weighing when necessary of all pre-processed, fresh, frozen and smoked, meat, poultry, and fish,

including receiving of meat products, fresh and frozen, the storage of all of the above mentioned products and the cleaning of cases.. No grocery employee shall perform this work as long as any meat department employee hired before March 3, 2002 is on layoff or partial layoff without offering this work to the employee who is on the layoff who could perform this work at his or her normal rate of pay.

C. The Employer may sell any meat products including, but not limited to, all forms of pre-processed or case-ready meat, fish or poultry, subject to the provisions of the Meat Job Security Letter of Understanding dated March 6, 2005.

D. Any proven violations of this ARTICLE 1, SECTION 1.4 shall be subject to the grievance and arbitration provisions contained in ARTICLE 15 of this Agreement.

E. It is specifically understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement, may receive into and utilize within the retail markets, primal and sub-primal beef cuts. It is also understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement may receive into, and utilize within the retail markets primal and sub-primal veal, pork lamb and mutton.

F. The preceding paragraph provides that the Employer may receive into, and utilize within the retail markets, primal and sub-primal beef cuts. Such cuts are sometimes referred to as "boxed beef" and/or "block ready beef." It is therefore, specifically understood and agreed that the preceding paragraph permits the utilization within the retail markets of "boxed beef" and/or "block ready beef" which will include bone-in round, chucks, loins, ribs, tenders, briskets, flanks, course ground beef and other primal, sub-primal or available supplemental cuts including frozen multi-packs. It is further specifically understood and agreed that the Employer may receive into, and utilize within the retail markets, pre-fabricated primal and sub-primal veal, pork, lamb and mutton either bone-in or boneless, as such primal, sub-primal or supplemental cuts are available including frozen multi-packs.

**G. Part-time employees will be allowed to perform all functions in the store, including the meat department, with the exception of those jobs specifically designated as Journeymen and Apprentice meat cutters.**

## ARTICLE 2 WAGES, HOURS AND WORKING CONDITIONS

### SECTION 2.1 WAGE RATES:

#### A. Minimum Wage Rates:

1) The minimum hourly rates of pay for the classifications covered by this agreement are contained in APPENDIX "A" attached hereto and made a part of this agreement. Any employee hired above the minimum starting rate will be slotted on a printed contract scale rate.

2) Any employee hired on or after March 18, 2002 into a regular part-time position at a rate of pay above the entry level rate specified in Appendix "A" or who receives an immediate increase in his/her rate of pay to a rate above the entry level shall be given credit for hours of service equal to the beginning level of hours for the step in the contractual wage progression in Appendix "A" corresponding to the rate they are paid to start, except in those cases where the employee's rate is established pursuant to the provisions for Past Experience.

#### B. Past Experience:

1) Employees shall receive full credit for their past experience provided he/she

return to work for the same company and into the same classification.

2) When an employee is hired either full or part-time by a different Employer or is being promoted from part-time to full-time, he/she 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 and progress from that point in the manner (hours or months of service) established in Appendix "A". For purposes of establishing past experience credits, 1040 hours shall be equal to six (6) months of full-time employment.

C. Temporary Full-time:

A part-time employee, as defined in ARTICLE 6, who works in any one week thirty-two (32) hours or more Monday through Saturday shall be paid the beginning regular full-time rate of pay during that week only. When he/she works less than thirty-two (32) hours Monday through Saturday, the employee shall be paid his/her part-time rate of pay.

SECTION 2.2: BASIC WORKWEEK:

A. The basic workweek shall be forty (40) hours to be worked in any five (5) days from Monday through Saturday. Eight (8) hours shall constitute the basic workday, between 7:00 A.M. and 9:00 P.M., except for employees hired after May 12, 1974, whose basic workday is eight (8) hours worked at any time in any one (1) day. Daily hours shall be consecutive.

B. The basic workweek for full-time employees will be forty (40) hours, to be worked in five (5) days, Monday through Saturday. The exception will be those employees who work less than forty (40) hours by mutual agreement between the Employer and the employee.

C. Four Ten Hour Day Workweek:

1) Optional, to be worked out with each Company.

2) Scheduling of a 4 - 10 hour day work week with two consecutive days off.

The scheduling of four (4) ten (10) hour days shall be based on employee's interest and ability of Company to cover needed hours.

3) During a holiday week, if it is necessary to reschedule an employee on a four (4) ten (10) hour work week to a five (5) day eight (8) hour schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.

SECTION 2.3: WORKDAY:

Work performed by any employee in excess of forty (40) hours per week and/or eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's rate of pay.

SECTION 2.4: SIXTH WORKDAY:

A. Regular full-time employees shall be paid time and one-half (1-1/2) for all work performed on the sixth (6th) day of a regular workweek, or on the fifth (5th) day of a holiday week except as modified in ARTICLE 5, SECTION 5.4 "New Year's Eve, New Year's Day, Thanksgiving Day, and Summer Holiday Operation Conditions."

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

SECTION 2.5: SCHEDULING OPTION:

All meat department employees 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 the meat department based on such employee elections, subject to the Employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Meat department employees will make their scheduling elections four (4) times each year, to be effective for three (3) month periods.

#### SECTION 2.5: SUNDAY WORK:

A. Retail operation on Sundays, except Easter Sunday, shall be permitted and the following provisions shall apply:

1) For those who do volunteer, Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally between volunteers.

2) No less than one (1) full-time employee shall be given the opportunity to work each Sunday the store is open for operation and they shall be guaranteed eight (8) hours of work or pay in lieu thereof. In the event full-time employees do not wish to work, thereby leaving the full-time shifts unfilled the Employer will not be obligated to fill the vacant shift with a part-time employee.

Effective September 1, 1991 an Employer may not be required to guarantee eight (8) hours of work or pay in lieu thereof in a store where four (4) or less full-time employees are employed in the grocery, produce and frozen food department.

3) Rates of pay shall be as follows:

Time and one-half (1-1/2) the straight time rate of pay for full-time employees.

Straight-time rate of pay plus fifty cents (\$0.50) per hour premium for part-time and bagger/carry-out.

4) Time worked on Sunday during retail store operations shall be outside of the basic workweek. The basic workweek is considered Monday through Saturday for the purpose of this SECTION.

B. Journeyman to be on duty for a minimum of eight (8) hours, on a voluntary basis, to be rotated among Journeymen within the individual market; provided, if the Employer determines there is at least one (1) eight (8) hour shift of wrapper work available on Sunday, such work shall be rotated among wrappers who volunteer before assigning to others. This provision is not required in markets where there are three (3) or less employees.

C. In the event there are not enough journeymen volunteers for Sunday work, the following steps shall be followed (in numerical order) to staff the meat department:

First Step: Apprentice Meat Cutter Volunteers

Second Step: Wrapper Volunteer

Third Step: Other than Journeyman Volunteers

Fourth Step: Part-time Grocery employee Volunteers

(No grocery employee will be scheduled until all full-time meat department employees hired before March 3, 2002, who have volunteered, are offered the Sunday work company wide.)

Fifth Step: Outside Extra Journeyman Meat Cutters or Employer can run dry.

D. Application of Steps 2 through 4 shall apply to Volunteers qualified to perform the duties.

E. 1) Employees hired after May 1, 1983, may be required to work on Sundays.

- 2) No full-time Meat Department employee may be required to work in excess of forty six (46) Sundays in a calendar year.
- F. Hours worked on Sunday shall not be part of the regular work week (Monday through Saturday).
- G. The Employer shall not operate the store on Easter Sunday.
- H. All work performed on Sunday shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

#### SECTION 2.6: OVERTIME PAY:

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

#### SECTION 2.7: PREMIUM PAY:

In cases of emergency when any employee is required to work on Sundays or holidays, (when the store not open for business), he/she shall be paid one and one-half (1-1/2) times his/her regular rate of pay for the time worked.

#### SECTION 2.8: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:

A. If an employee in a "head" position is gone for five (5) days or more (forty (40) hour workweek), the employee filling in will receive the applicable "head" rate of pay but only in instances where the described additional duties have been assigned to the employee.

B. An employee taking the place of the Head Meat Cutter for one (1) week or more shall be paid the Head Meat Cutter rate for each full week of replacing the Head Meat Cutter.

#### SECTION 2.9: WORK SCHEDULES:

##### A. Posting Schedules:

Schedules for all full-time employees will be posted in each store by Friday noon for the following two (2) work weeks; schedules for part-time employees and Bagger/carry-out/part-time maintenance will be posted by Friday noon for the following one (1) work week. Sunday schedules for all employees shall be posted two (2) weeks in advance.

B. The Employer shall provide the top twenty-four percent 24% of the part-time employees in each store with a consistent day off, Monday through Thursday chosen by seniority. An employee shall be allowed the opportunity to change his/her chosen day off by mutual agreement or at intervals of no less than six (6) months. Changes in the schedule will be held to a minimum consistent with efficient store operation and/or emergencies. This schedule shall also include the employee's meal period and days off.

C. Posting Schedules: Subject to the provisions of SECTION 2.5, it is agreed 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.

D. Apprentices: One (1) apprentice may be employed for each two (2) journeymen employed by the Company.

E. 1) Presently employed Journeymen and Apprentices who were scheduled to work for the six (6) weeks prior to February 22, 1971, cannot be required to work more nights than scheduled to work during that six (6) week period.

2) Presently employed Journeymen and Apprentices 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 with the exception of:

a) Those on a schedule for the six (6) weeks prior to February 22, 1971, as per Paragraph No. 1 in this SECTION E, or

b) Those employees scheduled on a rotating basis within each individual market.

3) The above guarantee will not restrict the Employer's right to lay off by seniority, and may be affected by the reduction of store hours. (Example: If an employee is working on Monday night and the store closes on Monday night, that portion of his/her guarantee is eliminated).

4) Any Journeyman, Apprentice or Wrapper employed after May 12, 1974, may be scheduled as many nights as necessary.

F. There must be one (1) employee on duty at all times the store is open for business except between the hours of 9:00 P.M. and 7:00 A.M. Markets that employ three (3) or less employees need not have an employee on duty after 6:00 P.M. and before 7:00 A.M. provided the Employer has no employee covered under the job protection provision of ARTICLE 1, SECTION 1.4 out of work due to a lay off. Employee is defined to mean a Head Meat Cutter, Journeyman Meat Cutter, Apprentice, Wrapper or Other Than Journeyman in the case of self-service markets. This requirement will not apply to one (1) and two (2) person markets during meal periods.

G. Store-to-Store Schedule: If any 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 employee in the store shall be utilized.

H. Extra Help:

1) No extra help of any kind shall be called to work unless for a full day except Other Than Journeyman employees who shall be scheduled for Sundays and the summer holidays when Journeyman, Apprentices or Wrappers are not available to work.

2) It is further agreed that part-time Other Than Journeyman employees may be scheduled Monday through Friday no earlier than 1:00 P.M., but anytime on Saturday. This does not apply to full-time. Other Than Journeyman employees shall be guaranteed a minimum of four (4) hours work or four (4) hours pay each day they are scheduled to work.

#### SECTION 2.10: 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 for an employee who may be restricted to shorter daily hours under state law. Employees may by mutual agreement work schedules of less than four (4) hours.

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 part-time employees in each store (excluding bagger/carry-outs/part-time maintenance), in order of part-time seniority, will be provided an 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.



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

#### SECTION 2.11: 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 2.12: SCHEDULING RESTRICTIONS:

##### A. Split Shifts:

No employee shall be required to work a split shift nor be discriminated against for refusal to do so.

##### B. Night work:

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

##### C. Regular Part-Time Employees:

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

#### SECTION 2.13: EMPLOYEE BREAK TIME:

##### A. Rest Periods (Employer's Time)

1) Any employee who is scheduled to work more than three (3) hours in a day shall be entitled to one (1) fifteen (15) minute rest period.

2) Any employee who is scheduled to work more than six (6) hours in a day shall receive two (2) fifteen (15) minute rest periods.

3) 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 part-time 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 2.14: OTHER WORKING CONDITIONS:

##### A. Linens and Uniforms:

In the event the Employer requires his/her employees to wear a uniform or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the employees drip-dry uniforms and the employees accept same, the employees shall launder the uniforms.

##### B. Travel time and Mileage:

1) When an employee is required to travel from one (1) 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.

#### SECTION 2.15 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

#### SECTION 3.1 CRITERIA:

The Employer must maintain a minimum of 4 (four) department heads. The Employer must meet mandatory obligation for department heads in Grocery and Meat Agreement; Asst. Manager, Produce Manager, Meat Manager. Other departments may be named at the discretion of the Employer. This change shall not permit a reduction in full-time positions unless there is a proven reduction in store sales, or through attrition. The Employer must meet and confer with the Union prior to any reduction in full-time positions. If there is an increase in store sales, the Employer and Union will meet for the purpose of determining the need for additional full-time positions.

### ARTICLE 4 SENIORITY

#### SECTION 4.1: DEFINITION:

A. Seniority shall be separate between Journeymen, Apprentices, Wrappers and Other Than Journeyman.

B. 1) Seniority is defined as length of employee's service with the Employer within the bargaining unit, and shall apply as to layoffs and rehire throughout the operations of the Company covered by this Agreement.

The Employee's seniority date is defined as the day the employee starts active employment for the Employer. In the event two (2) or more employees commence work on the same day, their seniority ranking will be determined by lot.

2) Head Meat Cutters selected from Journeymen covered by this Agreement shall be promoted and/or retained in that position irrespective of seniority as Journeyman, provided that any newly selected Head Meat Cutters will acquire this seniority protection after one (1) year of employment (including time as Journeyman Meat Cutter and as Head Meat Cutter) with the Employer. Only Journeymen shall be promoted to the classification of Head Meat Cutter. Head Meat Cutters shall accumulate seniority as Journeymen.

#### SECTION 4.2: APPRENTICES:

After 2080 hours of training, Apprentices shall be dovetailed into the Journeyman seniority list with retroactive credit for time worked as an Apprentice for the Employer.

#### SECTION 4.3: ACQUIRING SENIORITY:

A. Seniority within the individual store and with the Employer shall become effective thirty (30) days after the date of hire and shall then date back to the original date of employment.

B. 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, an 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.

#### SECTION 4.4: APPLICATION OF SENIORITY:

##### A. Layoff and Rehire:

1) In case of layoff and rehire, Head Meat Cutters selected from Journeymen outside of the bargaining unit covered by this Agreement shall be entitled to only such seniority as is acquired in accordance with length of service with the Employer within the bargaining unit.

2) The last employee hired shall be the first laid off and the last employee laid off shall be the first reinstated, provided the employee involved is qualified to do the work available.

3) Apprentices with less than 2080 hours of service shall be laid off before a Journeyman.

B. Job Posting: If a Journeyman Meat Cutter is interested in prospective openings in a new store to be opened within the area covered by this Agreement, he/she will advise the personnel department in writing of his/her desire. Such requests will be honored in order of seniority provided the employees are qualified to perform the required work. If there is any problem concerning qualifications and/or store balance, the parties will meet to resolve such differences.

##### C. Promotions-Part-time Other Than Journeyman:

1) Part-time Other Than Journeyman will acquire seniority within that classification on a company-wide basis for purposes of promotion to full-time Other Than Journeyman vacancies. Seniority shall be accumulated without regard to the number of hours worked.

2) A part-time employee shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. An employee who so notifies the parties will be given preference in accordance with seniority for full-time employment, if qualified, for an available opening.

3) The Employer agrees that fifty percent (50%) of the full-time positions in the classification of Other Than Journeyman/Wrapper will be filled by promotion from such part-time Other Than Journeyman employees. The Employer may fill the remaining fifty percent (50%) of the positions from outside the bargaining unit or from within the bargaining unit without regard to seniority.

D. Reduction in Hours: A full-time employee who is unavailable for reasons of his/her own convenience, but who requests part-time work shall lose his/her seniority rights.

#### SECTION 4.5: DEFINITION:

A. 1) Seniority shall be defined as length of continuous service with the Employer covered by this agreement.

2) The employee's seniority date 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.

3) In the case of two or more employees starting active employment on the same day their seniority ranking will be determined by lot.

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

1. Assistant Manager/Head
2. Head Produce Clerk
3. Head Cashier
4. Head Dairy/Frozen Clerk
5. Delicatessen Manager
6. Optional Department Head Positions
7. Full-time Employees grocery/deli
8. Part-time Employees/(clerk/meat stocker/deli)
9. Bagger/Carry-out/part-time Maintenance

#### SECTION 4.6: APPLICATION OF SENIORITY:

A. Probationary Period:

1) Full-time: All regular full-time employees will be on probation for sixty (60) calendar days and will there after attain seniority with the Employer covered by this agreement with seniority to revert back to date of hire.

2) Part-time: All part-time employees will be on probation for sixty (60) calendar days and will thereafter attain store-wide seniority with seniority to revert back to date of hire.

B. Layoff and Rehire:

1) For layoff and recall purposes, regular full-time employees shall have seniority with the Employer covered by this agreement within the classifications set forth in SECTION 4.5 above. Provided further that employees who are promoted or hired into department head classifications will be given seniority within the department head classification only after they have been in the department head position for eighteen (18) months with seniority to then date from his/her first day in the department head classification. During the eighteen (18) month period the employee will retain protection of his/her classification from which he/she was promoted and will add seniority time in that classification during that period.

2) In the case of demotion, the employee will be placed in the full-time position with his/her original full-time seniority date. The promotions or hiring into the head classification will be within the discretion of the Employer. Demotion of department heads will be for cause.

3) For layoff and recall purposes, Full-time employees shall be given preference over part-time employees within the same classifications set forth in 4.5 above and in keeping with the provisions of ARTICLE 3. The most junior Full-time employee has the right to move to the regular part-time classification. That employee who moves to the regular part-time classification

will retain his/her Full-time seniority date for recall and vacation purposes. That former Full-time employee will have the number one priority for purposes of claiming regular part-time schedules pursuant to the scheduling priority provision of SECTION 4.6.C below. The Employer may reduce the employee's pay rate to the appropriate regular part-time pay rate in accordance with the employee's total hours worked.

4) For layoff and recall purposes, part-time employees shall have seniority within his/her store on the basis of the classifications set forth in SECTION 4.5

5) For layoff and recall purposes, part-time employees, excluding bagger/ carry-out/part-time maintenance employees, will have Company wide part-time seniority after five (5) years of employment as a part-time clerk. In the event of layoff, a part-time employee with five (5) or more years of employment will bump the most junior part-time employee with the Company.

6) In the case of layoff, a part-time employee has the right to bump bagger/ carry-out/part-time maintenance employees (and be paid the appropriate bagger/ carry-out/part-time maintenance rate) provided the part-time employee has greater total part-time and/or bagger/ carry-out/part-time maintenance seniority than the employee being bumped.

7) Bagger/Carry-out/Part-time Maintenance Seniority: Bagger/Carry-out/part-time Maintenance employees shall acquire seniority for layoff and recall and as set forth in PARAGRAPH D.2 above, on a store-wide basis.

8) For layoff and recall purposes, regular full-time employees shall be given preference over part-time employees within the same classifications set forth in 4.1 above and in keeping with the provisions of ARTICLE 3. A full-time employee laid off in one store has the right to displace a more junior full-time employee in the same classification in another store of the same Employer. The most junior full-time employee has the right to move to the part-time classification. That employee who moves to the part-time classification will retain his/her full-time seniority date for recall and vacation purposes. That former full-time employee will have the number one priority for purposes of claiming part-time schedules pursuant to the scheduling priority provision of SECTION 4.2, C below. The Employer may reduce the employee's pay rate to the appropriate part-time pay rate in accordance with the employee's total hours worked.

#### C. Preference of Hours:

1) It is agreed that preference, if qualified, shall be given to the more senior regular full-time employees within the store in granting the more desirable schedule of hours except in the case of an employee being designated for management training, and that employee may be scheduled without regard to preference for a period not to exceed one (1) year. The number of employees designated as management trainees shall not exceed the number of employees recognized and paid at the rate of Department Head position by the Employer or five (5) per store whichever is less without displacement of current employees. Employees hired or promoted into a Full-time position after March 6, 2005 will not have preference of hours..

2) If two (2) or more part-time employees are scheduled in the same store and the employee with less service is scheduled for more hours, the employee with the most seniority will have the right to claim the junior employee's 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 "Summer Waiver" or vacation relief employees as described in ARTICLE 20 of this agreement. When a part-time employee moves to the full-time classification, said employee will be given a new full-time seniority date which shall be the date that the employee

first begins work as a full-time employee. Such new full-time seniority date shall not affect length of service with the Employer for purposes of determining vacation allowance as provided for in ARTICLE 7, SECTION 7.1.

D. Job Posting:

1) a. Part-time to Full-time: A part-time employee shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. An employee who so notifies the parties will be given preference in accordance with seniority for full-time employment, if qualified, for an available opening. For the purposes of implementing this provision, it is agreed that those written notices of interest already on file with the Employer as of March 17, 2005, shall remain in effect until May 1, 2008, but shall expire at that time. Such written notices shall expire at the end of each contract term and must be resubmitted thereafter in order for the employee to be considered for any such vacancies arising after expiration of the contract term.

1)b. The Employer agrees that fifty percent (50%) of the positions in the full-time classification of stock clerk or delicatessen will be filled by promotion from the part-time employee(s) from the respective stock clerk or delicatessen classification. The Employer may fill the remaining fifty percent (50%) of the positions from outside the bargaining unit or at the Employers option from the part-time employees within the bargaining unit without regard to seniority.

2) Bagger/Carry-out/part-time Maintenance to Part-time: Bagger/carry-out/part-time Maintenance shall have the option of notifying the Employer and the Union in writing of his/her desire to secure a part-time position. An employee who so notifies the parties will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store. The provisions stated in this paragraph shall not apply to part-time openings that occur in delicatessen's which were previously covered by the area meat agreement.

SECTION 4.7: EMPLOYEE TRANSFER:

A. The Employer agrees to give an employee one (2) weeks notice of a transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business.

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

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

D. If a part-time or 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.

SECTION 4.8: TERMINATION OF SENIORITY:

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

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

## ARTICLE 5 HOLIDAYS

### SECTION 5.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

B. There shall be no retail operation on Christmas Day, or on Christmas Eve after 4:00 P.M

C. No Employee shall be required or permitted to work on the following named holidays: Thanksgiving Day, Christmas Day, after 4:30 PM Christmas Eve,

D. When Christmas and New Year's Day fall 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.

E. The Employer may operate the stores on Memorial Day, Fourth of July, and Labor Day. The conditions for such operations are set forth in SECTION 5.4 below.

F. The Employer may operate its stores on Thanksgiving Day under the same premium and staffing conditions as New Year's Day if a major supercenter opens on Thanksgiving Day within the St. Paul Metropolitan Area and Vicinity (defined in SECTION 1.1.B).

G. The Employer may be open for continuous operations New Year's Eve through New Year's Day, staffed with volunteers after 6:00 p.m. on New Year's Eve through all of New Year's Day with premium pay (time and one-half) for full-time employees for hours worked after 6:00 p.m. on New Year's Eve.

H. Personal Days:

1) A regular full-time employee, after completion of his/her first (1st) year of employment with the Employer covered by this Agreement shall be entitled to four (4) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

2) A regular part-time employee after completion of his/her first (1st) year of employment with the Employer covered by this Agreement shall be entitled to a personal holiday, (1) in addition to the six (6) nationally recognized holidays listed above.

3) Personal Holidays are scheduled by mutual agreement.

4) Employees who work on New Year's Day, Thanksgiving Day, or any of the summer holidays and who are otherwise eligible for holiday pay under this section, will have the option to exchange holiday pay for a floating holiday, to be utilized on the same basis as other floating holidays.

5) Part-time employees, excluding prime time part-time employees, will receive holiday pay for: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

### SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

A. Full-Time:

A regular full-time employee shall be paid eight (8) hours times his/her straight-time rate of pay for each of the listed holidays and personal holidays.

B. Part-Time:

A 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. 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. Bagger/Carry-Out/Part-Time Maintenance:

A bagger-carry-out/part-time maintenance employee who has completed one (1) year of service with the Employer shall be entitled 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. 1) In weeks in which an entire day is celebrated as a holiday, the workweek shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours. Those employees who are working under the four (4) ten (10) hour schedules shall be scheduled to work three (3) ten (10) hour days.

2) During a holiday week, if it is necessary to reschedule an employee on a four (4) ten (10) hour work week to a five (5) day eight (8) hour schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.

B. During the week in which Christmas Eve occurs, the workweek shall be twenty-nine (29) hours (twenty-seven (27) for the four (4) ten (10) hour scheduled employees): provided, however, that in the event that Christmas Eve occurs in one workweek and Christmas Day in the next workweek, the first workweek shall be thirty-seven (37) hours and the second workweek thirty-two (32) hours (thirty (30) hours for the four (4) ten (10) hour scheduled employees).

C. When Christmas Eve falls on Sunday, the preceding workweek shall be forty (40) hours and the following workweek will be thirty-two (32) hours (thirty (30) hours for the four (4) ten (10) hour scheduled employees).

SECTION 5.4: NEW YEAR'S EVE, NEW YEAR'S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:

A. Full-Time

1) Work on New Year's Eve after 6:00 p.m., New Year's Day, Thanksgiving Day, and the summer holidays shall be strictly voluntary for all regular full-time employees. Holiday work shall be rotated among the volunteers.

2) All regular full-time employees who work on these holidays shall receive time and one-half (1-1/2) for work performed on the sixth (6th) day of the holiday work week. A Full-time employee who does not work on these holidays shall receive time and one-half (1-1/2) for work performed on the fifth (5th) day of the holiday work week.

3) All regular 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.

4) 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 based on the eligibility rules of this ARTICLE 5. 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 s



B. Part-Time and Bagger Carry-Out/Maintenance:

1) Any part-time and bagger/carry-out/ part-time maintenance employee hired on or after May 15, 1983, may be scheduled to work on the summer holidays.

2) All part-time and Bagger/Maintenance

a) Work performed on the summer holidays shall be outside the regular work week for the purposes of "Minimum Scheduled Hours" and "Temporary Full-Time" as set forth in ARTICLE 2 of this Agreement.

b) 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 based on the eligibility rules of this ARTICLE

c). Hours worked in excess of eight (8) shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

3) Prime time part-time

In the event the holiday falls during the period from six o'clock a.m. **Thursday** through six o'clock a.m. **Tuesday**, prime time part-time employees may be scheduled to work without regard to the New Year's Eve, New Year's Day, Thanksgiving Day, and summer holiday restrictions as limitations set forth in this SECTION 5.4.

C. 1) Work on New Year's Day and Thanksgiving Day shall be voluntary for all employees. Work on Memorial Day, Fourth of July and Labor Day (the "summer holidays"), shall be voluntary for all employees who were hired prior to May 2, 1983, and may be required for employees hired thereafter. The stores shall first be staffed by volunteers according to the following steps (in numerical order).

a. Journeyman Meat Cutter Volunteers,

b. Apprentice Meat Cutter Volunteers.

c. Wrapper volunteers.

d. Other Than Journeyman volunteers.

e. Outside Extra Journeyman Meat Cutters or the Employer can run dry.

f. Application of Steps c through e shall apply to volunteers qualified to perform the duties.

2) All employees who work on a summer holiday shall be paid straight time for all hours worked up to eight (8) hours in addition to holiday pay, if qualified, based on the holiday language set forth in SECTION 5.2 and 5.3. Hours worked on a summer holiday in excess of eight (8) hours shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay.

3) A full-time employee who works on a summer holiday shall receive time and one-half (1-1/2) for all work performed on the sixth (6th) day of the holiday work week. A full-time employee who does not work on a summer holiday shall receive time and one-half (1-1/2) for work performed on the fifth day of the holiday work week.

4) Work performed on New Year's Day, Thanksgiving Day and on the summer holidays shall be outside the basic work week.

ARTICLE 6  
DEFINITIONS

SECTION 6.1: FULL-TIME:

A regular full-time employee shall be an employee who normally works thirty-two (32) hours or more per workweek, exclusive of hours worked on Sundays or Holidays.

#### SECTION 6.2: PART-TIME:

A part-time employee shall be an employee who normally works less than thirty-two (32) hours per workweek, exclusive of hours worked on Sundays or Holidays.

#### SECTION 6.3: BAGGER-CARRY-OUT/PART-TIME MAINTENANCE:

These employees 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 thereafter, provided that this language shall not apply to those full-time 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 6.4: 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 **Thursday** through 6:00 a.m. on **Tuesday**. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between grocery ,delicatessen **and meat** operations. Notwithstanding the provisions of SECTION 2.1, the wage rates payable to prime time part-time employees shall be fixed at the level specified in the applicable scale of wages appearing in Appendix "A." . However, prime time part-time employees may not exceed a maximum of **ten (10)** per store. 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 shall not be required to make any benefit contributions on prime time part time employees.**

#### SECTION 6.5: CLERK/MEAT STOCKER:

A. Grocery employees work includes marking, stocking, displaying and weighing of all pre-processed, fresh, frozen and smoked, meat, poultry and fish, including receiving of meat products, fresh and frozen, the storage of all of the above mentioned products and the cleaning of cases. These employees shall not be allowed to work in the processing areas of the meat department including wrapping or service case.

B. No grocery employee shall perform this work as long as any meat department employee hired before March 6, 2005, is on layoff or partial layoff without offering this work to the employee who is on layoff who could perform this work at their normal rate of pay.

#### SECTION 6.6: DEPARTMENT HEAD:

Each Employer shall maintain a minimum of three Department Head positions in each of its stores. Each Employer shall have the option to designate a total of up to eight Department Head positions in each store, provided that the Employer must maintain and fill the basic five Department Head positions (i.e., Assistant Manager/Head, Produce Manager, Head Cashier, Dairy/Frozen Manager, Delicatessen Manager) within the store before it may fill any of the optional three Department Head positions provided for herein. No Employer shall be obligated to create any

additional Department Head positions, beyond the minimum of three Department Head positions, by reason of these provisions.

Each Employer may designate for itself which positions or jobs it will recognize as one of the optional three Department Head positions for itself, recognizing that the positions so designated may vary from Employer to Employer and from store to store within an Employer's operations.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its optional Department Head positions, the incumbent employee will remain in that position and be promoted to Department Head status. The provisions set forth in SECTION 4.2B.1(a) and (b) and SECTION 4.2E with respect to the selection, seniority, demotion and retention of Department Heads shall continue to apply to all Department Head positions, including the three optional Department Head positions provided for herein.

Each Employer shall provide the local Union with two weeks advanced notice of its intention to designate a position as one of the optional Department Head Positions. Notice to members shall be by store posting. This notice is intended to insure that the parties are aware of the Employer's actions and may identify any employee concerns which may arise. The requirement of notice does not reflect any requirement of local Union approval as a precondition to designating a Department Head position.

In those cases in which the Employer designates one or more optional Department Head positions as provided herein, then the maximum number of management trainees (as specified in SECTION 4.2.C of the labor agreement above) shall be reduced from five (5) by one position for each optional Department Head position designated by the Employer.

#### SECTION 6.7: 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. Because of the greater working skill and experience that the Head Meat Cutter must possess, he/she shall, in the performance of his/her work, direct the movement and operations of the other employees in the meat department.

#### SECTION 6.8: JOURNEYMAN:

A Journeyman 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. His/her duties shall consist of receiving, handling, cutting, selling, processing, wrapping and displaying of meat, poultry, sausage, seafood or fish; fresh, frozen, chilled or smoked, as further described in SECTION 6.13.

#### SECTION 6.9: 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 his/her duties, he/she shall be under the supervision of a Journeyman or Head Meat Cutter.

#### SECTION 6.10: PRODUCTION CUTTING:

Only Journeyman and Apprentice Meat Cutters may perform production work commencing with the initial reduction of primal, sub-primal and/or supplemental cuts of all fresh or frozen meat department products, including fish and seafood, through and including the trimming, scraping, traying, boning, and leaning out of these products to reduce to retail cuts; and the initial daily grind. This includes fabricating and processing of all value added or specialty items where necessary.

These employees may also perform any other work in the meat department, and shall perform such work when assigned.

SECTION 6.11: WRAPPER:

A Wrapper is a person employed in a market engaged in the type of work activities described in SECTION 6.16. A Wrapper hired after May 1, 1986 shall be paid the Other Than Journeyman rate and may be used at any time during the day or evening provided he/she is scheduled a minimum of eight (8) hours each day.

SECTION 6.12: OTHER THAN JOURNEYMAN:

The Other Than Journeyman employee shall be an employee whose duties shall be the same as the duties of a Wrapper. The Employer shall not employ any Other Than Journeyman employees while the Employer has any Journeyman, Apprentices or Wrappers who are involuntarily laid off or working reduced hours.

SECTION 6.13: WRAPPER/OTHER THAN JOURNEYMAN WORK ACTIVITIES:

Other Than Journeyman/Wrapper employees may perform any work in the Meat Department except for those job duties expressly reserved for the Journeyman and Apprentice as described in SECTION 6.13. Their work may include:

- 1) Wrapping, labeling and stocking of fresh and case-ready meat products;
- 2) Waiting upon trade and using the knife or slicer when necessary to finish a produce already supplied by the retail cutters as in the sale to an individual customer;
- 3) Receiving product and cleaning all areas of the Meat Department, including the power equipment;
- 4) After the initial daily grind by a Journeyman or Apprentice, supplemental grinding and traying the product that they grind; and
- 5) Traying pre-processed tray-ready fish and seafood.

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:

1) Vacations for a full-time employee 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).

2) A full-time employee who has worked 1600 hours or more in his/her anniversary year of employment shall be entitled to a full vacation period with pay based on forty (40) hours. If a full-time employee works less than 1600 hours in his/her anniversary year, he/she shall receive one-tenth (1/10th) of a full vacation for each 160 hours worked.

### B. Part-time:

1) A part-time or bagger/ carry-out/part-time Maintenance employee who works 1040 hours (including paid hours) during a twelve (12) month period from his/her anniversary date shall be entitled to a prorated vacation based upon his/her straight-time rate of pay at the time of taking vacation.

2) Paid vacations for any part-time or bagger/carry-out/part time maintenance employee working (including paid hours) less than 1040 hours per anniversary year shall be granted based on average hours worked during the employee's anniversary year, but limited to not more than three (3) weeks.

### C. 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 provided he/she has been employed for more than one (1) year of continuous employment. As specified in 7.2 A.

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 15th, and vacations selected on the basis of seniority by March 1st, 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 1st, of each year.

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

D. 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. 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. Employees who are eligible to take three (3) or more weeks of paid vacation per year shall be allowed to take up to a maximum of ten (10) days of such vacation in one day increments. Employees who are eligible to take two (2), but less than three (3), weeks of paid vacation per year

shall be allowed to take up to a maximum of five (5) days of such vacation in one (1) day increments. Requests to use these days must be made prior to the posting of the two-week schedule for the period when the vacation is used. Requests made after the vacation posting period must be submitted in writing. These requests will be granted as mutually agreed to by the employee and the employer, provided that the employer's consent shall not be withheld simply because the day requested is a weekend day or would result in an extended weekend.

F. If a holiday occurs during an eligible employee's 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.

#### SECTION 7.5: VACATION PAY:

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

### ARTICLE 8 LEAVE OF ABSENCE

#### SECTION 8.1: PERSONAL LEAVE OF ABSENCE:

An application for leave of absence must be in writing and directed to the attention of the personnel department. An application for leave of absence shall be answered in writing to the employee. No leave of absence under this SECTION 8.1 shall exceed ninety (90) calendar days in any one year of employment. The employee will be reinstated without loss of seniority.

#### 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. An employee after completing the probationary period 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. B. In the event of the death of a spouse, employee shall be entitled to a maximum of four (4) days funeral leave. 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.

#### SECTION 8.4: JURY DUTY:

An employee shall immediately notify his/her Employer upon receiving a call for jury duty.

When a regular 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 his/her straight-time rate of pay. 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 DISCHARGE

A. No employee shall be discharged except for just cause.

B. The properly accredited officers or representatives of both parties of this agreement shall be authorized to settle any dispute arising out of a discharge. Complaints regarding unjust discharge must be filed in writing with the **Employer** within seven (7) calendar days of such discharge or layoff or the member nullifies any further claims regarding same.

### ARTICLE 10 PICKETING

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line of a legally striking Union.

### ARTICLE 11 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 12  
UNION-EMPLOYER COOPERATION

SECTION 12.1: 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 12.2: 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 12.3: 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 14.

SECTION 12.4: FURNISH HELP:

Local #789 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 12.5: 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 department. All others are to be members of the Union.

SECTION 12.6: 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 12.7: 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 12.8: 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.

#### **SECTION 12.9: 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 12.10:**

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

#### **SECTION 12.11:**

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

### **ARTICLE 13** **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 14** **GRIEVANCE AND ARBITRATION**

#### **SECTION 14.1: 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 of each alleged act of violation, except that back pay on grievances involving the failure of the Employer to grant wage increases in accordance with the Agreement, and those involving the failure to pay a bagger/ carry-out/part-time maintenance employee the proper rate of pay when he/she does stock work, 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.

#### SECTION 14.2 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 non-binding 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 14.3: ARBITRATION:

##### A. Board of Arbitration:

The Board of Arbitration shall be composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral party selected by agreement of the first two (2). The parties must select their representatives within five (5) calendar days of receiving written notice of desire to arbitrate. If these two (2) cannot agree upon the selection of the third (3rd) neutral party within seven (7) calendar days from the date of their selection, either party may call on the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The Union and the Employer representative shall alternately strike one (1) name from the list of seven (7) until only one (1) name remains, who then, shall be appointed the neutral member of the board. The party making the request for arbitration shall strike the first (1st) name. The Board of Arbitration shall meet promptly and shall hear all the evidence in the case or cases referred to it and render its majority decision thereon within seven (7) calendar days of the date of the final submission of the case to it. Each party shall bear the expense of presenting and preparing its own case and the expense, including any if such there be, in connection with the neutral member, to be borne equally by the parties. 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. The majority decision of this Board of Arbitration shall be final and binding upon all parties involved.

##### B. 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 14.4: 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 14.5: TIME LIMITS:

The time limits set forth above may be extended by mutual agreement.

### ARTICLE 15 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 789, only, except that the store manager (but no other supervisor) may stock products.

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 16 AUTOMATION

#### SECTION 16.1:

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 agree 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 17 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, sexual orientation or 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 his/her 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. 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 14.2 of this contract.

## ARTICLE 18 HEALTH CARE PLAN

### SECTION 18.1:

A. The Employer agrees to pay into the United Food and Commercial Workers Union, Local 789 and St. Paul Food Employers Health Care Plan contributions on behalf of any regularly classified 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. These hours are exclusive of hours worked on Sunday and Holidays.

B. 1) The Employer further agrees to pay into the Fund contributions on behalf of any regular part-time employee (excluding bagger-carry-out/ part-time maintenance employees) working less than thirty-two (32) hours per week. 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 paid for any week he/she worked thirty (32) hours or more during that reporting period. The hours used to determine payments will be exclusive of hours worked on Sunday and Holidays.

2) Part-time employees hired after March 1, 1998 will not receive health care contributions until one year of employment in the eligible category.

C. No contribution should be made for bagger/carry-out/ part-time maintenance 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.

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 18.2:

The schedule of contributions are as follows:

##### **Effective March 9, 2008:**

Full Time Contributions	<b>\$139.88</b> per week
Part Time Contributions	<b>\$51.23</b> per week

##### **Effective March 8, 2009:**

Full-time Contributions:	<b>\$147.88</b> per week
Part-time Contributions:	<b>\$53.23</b> per week

##### **Effective March 7, 2010**

Full-time Contributions:	<b>\$155.88</b> per week
Part-time Contributions:	<b>\$55.23</b> per week

#### SECTION 18.3:

The Employer agrees to make Full-time Health and Welfare contributions for regular full-time employees only who work thirty (30) or more hours during the week if the employee is on a four (4) day ten (10) hour regular schedule.

#### SECTION 18.4:

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

SECTION 18.5:

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) Electronic transmission of Employer Contribution payments; and
- 4) 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.

SECTION 18.3:

The Employer agrees to make the Health and Welfare contributions for full-time employees only who work thirty (30) or more hours during the week if the employee is on a four (4) ten (10) hour day regular schedule.

SECTION 18.4:

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

SECTION 18.5:

The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.

ARTICLE 19  
RETIREMENT PLANS

SECTION 19.1: DEFINED BENEFIT PLAN:

A. The Employer will make the following hourly contributions into the Milwaukee Area Retail Food Clerks Pension Fund during the term of this Agreement for all hours worked up to and including forty (40) hours per week.

	3/9/08	3/8/09	3/7/10
All Full-time Employees	\$1.25	\$1.25	\$1.25
Regular Part-Time Employees (except bagger/carry-out/ part-time maintenance employees)	\$ .55	\$ .55	\$ .55

The above-referenced fund will be jointly administered by the Union and participating Employers as provided in a trust agreement establishing the fund.

B. No contributions to any retirement plan shall be made by the Employer for any employees off the job for any reason other than the above mentioned holidays and vacation periods. Effective March 1, 1998, no contribution shall commence for any part-time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position in which a defined benefit plan contribution is required.

C. Purpose of Fund: Said pension fund shall be used to provide pension benefits for eligible employees of the Employer as provided in a pension plan, the terms and provisions of which are to be agreed upon by the trustees of the fund, said pension plan shall, among other things, provide that all benefits under the plan and costs, charges and expenses of administering the plan and all taxes levied or assessed upon or in respect of said plan or trust or any income there from shall be paid out of the pension fund.

D. Trust Agreement: The Employer hereby agrees to execute and be bound by the existing trust agreement or joiner agreement covering the aforesaid fund and any amendments thereto, without delay.

E. Other Plans: It is agreed by and between the parties hereto, that when the Employer begins contributions to the pension fund, those employees covered by this Agreement shall automatically cease to participate in the Employer's retirement plan then in effect.

#### SECTION 19.2: DEFINED BENEFIT:

A. The Employer will make the following contributions into the United Food and Commercial Workers International Union-Industry pension fund during the term of this Agreement for meat department employees and participating delicatessen employees who work an average of twenty-four (24) hours or more per week.

<u>3/9/08</u>	<u>3/8/09</u>	<u>3/7/10</u>
\$272.00	\$272.00	\$272.00

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

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

D. Pension Maintenance of Benefits Reopener: At any time prior to the expiration of this Agreement, the Union shall have the right to re-open negotiations solely for the purpose of negotiating the amount of contributions to be paid to the pension fund; provided, however, that any increase in contributions to the pension fund shall not exceed the rate determined by the Board of Trustees in order to maintain the benefit schedule in effect as of March 5, 1989. For the purpose of this SECTION, the parties agree that the provisions of Article 11 shall not apply. The Union shall have the right to strike if a settlement cannot be achieved through negotiation.

#### SECTION 19.3: DEFINED CONTRIBUTION PLAN:

A. 1) The Employer will make the following contributions into the Local 789 Defined Contribution Fund during the term of this Agreement for all bargaining unit employees

(except part-time bagger/carry-out/maintenance and prime time part-time employees) for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week.

	<u>3/9/08</u>	<u>3/8/09</u>	<u>3/7/10</u>
Full-Time Grocery Employees	<b>\$.40</b>	<b>\$.50</b>	<b>\$.60</b>
Regular Part-Time Grocery Employees and Regular Part-Time Meat Employees (averaging less than 24 hours worked/week)	<b>\$.60</b>	<b>\$.70</b>	<b>\$.80</b>
Full-Time Meat Employees and Regular Part-Time Meat Employees (averaging 24 or more hours worked/week)	<b>\$.25</b>	<b>\$.35</b>	<b>\$.45</b>

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

2) No contribution shall be due to such Fund for any 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 a Trust Agreement which establishes such Plan. The Employer is bound to the Trust Agreement as it is developed by the parties and any amendments hereto. It is understood that the Employer shall have no obligation to make any contribution to such 401K plan, to match any employee contributions to such plan, or otherwise to fund that plan.

C. Notwithstanding the terms of this SECTION 19.3, the Employer's obligation to make contributions to any retirement plans or funds other than the Milwaukee Pension Plan in effect at the time of ratification of this Agreement shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.

#### ARTICLE 20

#### VACATION RELIEF AND SUMMER WAIVER PERIOD

A. Employees hired or scheduled for vacation relief purposes and working thirty-two (32) hours or more per week from May 1 through August 31 shall not have payments made on their behalf as required for those employees averaging thirty-two (32) hours or more per week. Such relief employees are guaranteed forty (40) hours of work per week for eight (8) weeks during this period. The Employer will give consideration to current qualified employees for opportunities during this period. If such an employee is retained on such a schedule after that period of time a contribution to



the Pension fund will be made in September based on hours worked in August. Contributions to the Health and Welfare fund will start September 1.

B. Seasonal vacation relief employees are those employees who work from May 1 through August 31, and/or November 1 through January 1. Such employees will be paid the applicable hourly wage rate but there will be no full-time health and welfare or pension contributions made on behalf of such employees. Such employees will not be eligible for holiday pay except for the July 4 holiday, provided that the employee is otherwise eligible pursuant to ARTICLE 5, SECTION 5.2D. Such relief employees are guaranteed forty (40) hours of work per week for eight (8) weeks during the May 1 – August 31 period, and for four (4) weeks during the November 1 – January 1 period. The Employer will give consideration to current qualified employees for opportunities during these periods.

C. 1) In the event that a full-time employee in the Meat Department is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee shall be paid at the beginning full-time rate applicable to the classification utilized and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.

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

**D. The Employer may waiver an employee in either grocery or meat for a period not to exceed 26 weeks per calendar year. This employee will be paid the appropriate rate for their assigned classification. If such employee is scheduled for over the 26 weeks, contributions shall be made to the Health and Welfare, Defined Benefit and Defined Contribution plans for the entire period this employee worked. This waiver period need not be used consecutively. This waiver may not be used in conjunction with any other waiver period. The employee must sign a waiver agreement explaining the terms of the waiver. The Employer must notify the union by providing a copy of any waiver agreement being signed.**

E. 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 either the current Meat or Grocery collective bargaining agreement, in which case those benefits will continue to be paid.

## ARTICLE 21 MANAGEMENT RIGHTS

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

## ARTICLE 22 SUCCESSOR

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all

rights and benefits provided for there under, 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 23  
TERM OF AGREEMENT

This Agreement and any addendums shall take effect **March 9, 2008** and shall continue in full force and effect through **March 5, 2011** 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. All Appendices are attached hereto and made a part hereof.

DATED THIS 21<sup>st</sup> DAY OF April, 2008

FOR THE EMPLOYER:

NAME: [Signature]  
TITLE: President

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 789

NAME: [Signature]  
TITLE: President

# APPENDIX "A" WAGE RATES

<u>CLASSIFICATION GROCERY</u>	Effective	Effective	Effective
<u>DEPARTMENT HEADS</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
ASST. MGR. / HEAD STOCK	\$ 23.07	\$ 23.42	\$ 23.77
ALL OTHER MANAGERS	\$ 22.67	\$ 23.02	\$ 23.37
HEAD PRODUCE	\$ 22.67	\$ 23.02	\$ 23.37
 <u>SENIOR RETAIL SPECIALIST</u>			
<u>EMPLOYEES – (INC. DELI</u>			
<u>HIRED AFTER 3/1/98)</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
0 – 6 MONTHS	\$ 15.10	\$ 15.10	\$ 15.10
6 – 12 MONTHS	\$ 15.60	\$ 15.60	\$ 15.60
1 – 2 YEARS	\$ 16.10	\$ 16.10	\$ 16.10
2 – 3 YEARS	\$ 17.10	\$ 17.10	\$ 17.10
3 – 4 YEARS	\$ 17.60	\$ 17.60	\$ 17.60
4 – 5 YEARS	\$ 18.10	\$ 18.10	\$ 18.10
5 YEARS +	\$ 21.63	\$ 21.98	\$ 22.33
OVERSCALE INCREASES	\$ +.40	\$ +.35	\$ +.35
 <u>UNIVERSAL EMPLOYEES</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
START – 1 YEAR	\$ 17.23	\$ 17.23	\$ 17.23
1 – 2 YEARS	\$ 18.23	\$ 18.23	\$ 18.23
2+ YEARS	\$ 19.23	\$ 19.58	\$ 19.93
 <u>RETAIL SPECIALIST</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
0 - 1040 HOURS	\$ 12.75	\$ 12.75	\$ 12.75
1041 - 2080 HOURS	\$ 13.25	\$ 13.25	\$ 13.25
2081 - 3120 HOURS	\$ 13.80	\$ 13.80	\$ 13.80
3121 - 4160 HOURS	\$ 14.05	\$ 14.05	\$ 14.05
4160+ HOURS	\$ 15.65	\$ 15.90	\$ 16.15
OVERSCALE INCREASES	\$ +.30	\$ +.25	\$ +.25
 <u>FULL-TIME MAINTENANCE</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
0 – 6 MONTHS	\$ 9.99	\$ 9.99	\$ 9.99
6 – 12 MONTHS	\$ 10.49	\$ 10.49	\$ 10.49
1 – 2 YEARS	\$ 11.04	\$ 11.04	\$ 11.04
2 – 3 YEARS	\$ 12.38	\$ 12.38	\$ 12.38
3 – 4 YEARS	\$ 13.23	\$ 13.23	\$ 13.23
4 – 5 YEARS	\$ 14.08	\$ 14.08	\$ 14.08
5 + YEARS	\$ 17.08	\$ 17.43	\$ 17.78
OVERSCALE INCREASES	\$ +.40	\$ +.35	\$ +.35

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

##### COURTESY AND CUSTODIAL/BAGGER

<u>CARRYOUTS/ PART-TIME MAINTENANCE</u>	<u>Effective</u>		<u>Effective</u>		<u>Effective</u>
	<u>3/09/08</u>	<u>July/08</u>	<u>3/08/09</u>	<u>July/09</u>	<u>3/07/10</u>
HIRE	\$ 6.25	\$ 6.60	\$ 6.60	\$ 7.30	\$ 7.30
6 MONTHS	\$ 6.45	\$ 6.70	\$ 6.70	\$ 7.35	\$ 7.35
12 MONTHS	\$ 6.95	\$ 6.95	\$ 7.05	\$ 7.40	\$ 7.40
OVERSCALE INCREASES	\$ .10		\$ +.10		\$ +.10

<u>REGULAR PART-TIME</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>July/09</u>	<u>3/07/10</u>
0 – 200 HOURS	\$ 7.35	\$ 7.35	\$ 7.55	\$ 7.55
201 – 520 HOURS	\$ 7.45	\$ 7.45	\$ 7.65	\$ 7.65
521 – 1040 HOURS	\$ 7.65	\$ 7.65	\$ 7.75	\$ 7.75
1041 – 1560 HOURS	\$ 7.90	\$ 7.90		\$ 7.90
1561 – 2080 HOURS	\$ 8.10	\$ 8.10		\$ 8.10
2081 – 2600 HOURS	\$ 8.40	\$ 8.40		\$ 8.40
2601 – 3120 HOURS	\$ 8.80	\$ 8.80		\$ 8.80
3121 – 3640 HOURS	\$ 9.35	\$ 9.35		\$ 9.35
3641 – 4160 HOURS	\$ 9.95	\$ 9.95		\$ 9.95
4161 – 4680 HOURS	\$ 11.10	\$ 11.10		\$ 11.10
4681 – 5200 HOURS	\$ 11.50	\$ 11.50		\$ 11.50
5201 +	\$ 13.35	\$ 13.55		\$ 13.75
OVERSCALE INCREASES	\$ +.25	\$ +.20		\$ +.20

#### CLASSIFICATION MEAT

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
<u>HEAD MEAT CUTTER</u>	\$23.82	\$24.17	\$24.52
<u>JOURNEYMAN</u>	\$23.15	\$23.50	\$23.85

<u>APPRENTICES</u>	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
FIRST 1040 HOURS	\$15.60	\$15.60	\$15.60
1041 - 2080 HOURS	\$16.45	\$16.45	\$16.45
2081 - 3120 HOURS	\$18.00	\$18.00	\$18.00
3121 - 4160 HOURS	\$20.00	\$20.00	\$20.00
4161+ HOURS	\$23.15	\$23.50	\$23.85
OVERSCALE INCREASES	\$ +.40	\$ +.35	\$ +.35

**WRAPPERS –****HIRED BEFORE MAY 2, 1986**

	<u>3/09/08</u>	<u>3/08/09</u>	<u>3/07/10</u>
<b>FIRST 1040 HOURS</b>	<b>\$15.07</b>	<b>\$15.07</b>	<b>\$15.07</b>
<b>1041 - 2080 HOURS</b>	<b>\$15.59</b>	<b>\$15.59</b>	<b>\$15.59</b>
<b>2081 - 3120 HOURS</b>	<b>\$16.61</b>	<b>\$16.61</b>	<b>\$16.61</b>
<b>3121+ HOURS</b>	<b>\$21.34</b>	<b>\$21.69</b>	<b>\$22.04</b>
<b>OVERSCALE INCREASES</b>	<b>\$ +.40</b>	<b>\$ +.35</b>	<b>\$ +.35</b>

**P.T. OTHER THAN JOURNEYMAN****F.T. WRAPPERS HIRED AFTER****MAY 1, 1986**

	Effective <u>3/09/08</u>	Effective <u>3/08/09</u>	Effective <u>3/07/10</u>
<b>FIRST 1040 HOURS</b>	<b>\$13.68</b>	<b>\$13.68</b>	<b>\$13.68</b>
<b>1041 - 2080 HOURS</b>	<b>\$14.66</b>	<b>\$14.66</b>	<b>\$14.66</b>
<b>2081+ HOURS</b>	<b>\$18.64</b>	<b>\$18.89</b>	<b>\$19.14</b>
<b>OVERSCALE INCREASES</b>	<b>\$ +.30</b>	<b>\$ +.25</b>	<b>\$ +.25</b>

**NEW PRIME TIME PART-TIME PAY RATES HIRED AFTER MARCH 8, 2008**

	<b>March 9, 2008</b>	<b>March 8, 2009</b>	<b>March 7, 2010</b>
<b>0-1500 hours</b>	<b>\$7.50</b>	<b>\$7.50</b>	<b>\$7.50</b>
<b>1501-3120 hours</b>	<b>\$8.00</b>	<b>\$8.00</b>	<b>\$8.00</b>
<b>3121-4680 hours</b>	<b>\$8.50</b>	<b>\$8.50</b>	<b>\$8.50</b>
<b>4681-6240 hours</b>	<b>\$9.00</b>	<b>\$9.00</b>	<b>\$9.00</b>
<b>6241-7800 hours</b>	<b>\$9.50</b>	<b>\$9.50</b>	<b>\$9.50</b>

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 the 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 "B"  
STORE CLOSING

The Employer and the Union agree as follows:

- 1) In the event the Employer permanently discontinues operations at a store, whose employees are covered by a collective bargaining Agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this agreement.
- 2) A regular employee having four (4) or more years of continuous employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:
  - a) The employee voluntarily terminates 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) 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.
- 5) 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.

- 6) 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 18 of the contract.
- 7) 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.
- 8) The Employer shall give two (2) week's notice in advance of discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.
- 9) 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.
- 10) 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.
- 11) This Agreement shall expire one (1) year following the expiration date of the current Collective Bargaining Agreement.

APPENDIX "C"  
MEAT ADJUSTMENTS

The 1998 Small Conventional Store contract negotiations brought about two additional changes relative to the Grocery and Industry Meat Collective Bargaining Agreements. Those changes are:

- 1) Shops with three (3) or less employees - one eight (8) hour shift between the hours of 7:00 Am and 6:00 PM.
- 2) The primary work of a Meat Department employee will be performed in the Meat Department. It will not be considered a violation of the Agreement for a meat employee to help out in the Grocery Department.



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 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 6, 2005, may be laid off or reduced in hours while utilizing the above mentioned products.

SIGNED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2005.

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

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

March 6, 2005

LETTER OF AGREEMENT #2  
MEAT JOB SECURITY

During negotiations for the March 6, 2005 through March 8, 2008 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 as provided in ARTICLE 1, SECTION 1.5.C. of the Articles of Agreement, 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 6, 2005 (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."

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FOR THE EMPLOYER:

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 789

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

LETTER OF AGREEMENT "3"  
between  
UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
LOCAL 789  
and  
ST. PAUL GROCERY EMPLOYERS  
regarding the  
GROCERY INDUSTRY CONTRACT  
03/09/08-03/05/11

Item #1)

When a part-time employee works thirty-two (32) hours or more in any one (1) week, Monday through Saturday, (refer to ARTICLE 2, SECTION 2.1, sub-section C) it is agreed that he/she is entitled to the full-time rate of pay and at time and one-half (1-1/2) the full-time rate of pay for hours worked on Sunday as under Sunday operation APPENDIX B, POINT 4. However, if the individual's part-time rate is higher than the beginning full-time rate, the part-time rate shall apply, and at time and one-half (1-1/2) for the Sunday.

Item #2)

A full-time employee who is part-time and is working at a full-time rates will continue at full-time rate until such time as full-time employment is offered.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FOR THE EMPLOYER:

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 789

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

March 06, 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.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

FOR THE EMPLOYER:

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 789

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## LETTER OF AGREEMENT #5

During the course of 2008 negotiations the following agreements were made regarding employees hired after March 8, 2008:

1. Regular Part-time and Carry-outs shall not receive premium pay for working on Sunday.
2. Carry-outs shall not receive or earn vacation or holiday pay.

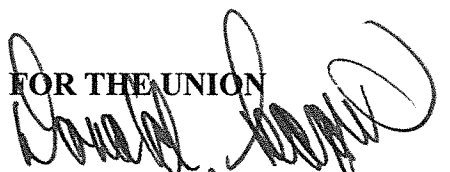
DATED THIS 21<sup>ST</sup> DAY OF April, 2008

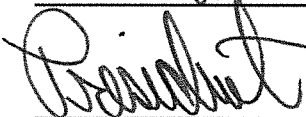
FOR THE EMPLOYER

BY: 

ITS: 

FOR THE UNION

BY: 

ITS: 



266 Hardman Avenue  
South St. Paul, MN 55075

Phone: 651-451-6240  
Fax: 651-451-8227

## Letter of Agreement Between UFCW Local 789 And RC Dicks Foods

This Letter of Agreement covers changes to the current Collective Bargaining Agreement. These changes were agreed upon by the membership on Thursday, February 5, 2009 and will expire with the current Agreement.

Changes are as follows:

1. All wages in Appendix "A" to be reduced by 15% effective with the pay period beginning on February 8, 2009. These rates to be frozen for the life of this Agreement. The exception would be any pay rates would not fall below \$7.50 per hour or the applicable minimum wage rates (if higher).
2. Vacation schedule to be reduced by one week. No vacation earned prior to the effective date of this Agreement will be affected by this change.
3. Reduction of Employers 401A contributions. The new contribution will be \$.05 per hour for all hours worked or paid up to forty (40). This will be effective on February 8, 2009.
4. Modify Holiday Pay for Part-time employees to the following holidays; Thanksgiving, Christmas and one (1) Personal Holiday.
5. Elimination of the daily Thursday to the following Tuesday scheduling restrictions for Prime-Time employees. Elimination of the restriction of only ten (10) Prime-Time employees.
6. The Employer will meet to negotiate changes to this Letter of Agreement if the store achieves average sales of \$140,000 per week in any previous fiscal quarter.

Signed [Signature]

Title [Signature]

Date 2/26/09

Signed [Signature]

Title PRESIDENT

Date 3-6-09

DS/tmg/opeiu#12