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Knowlan's Super Markets, Inc.
Bargaining Unit: Knowlan's Maplewood, Knowlan's South St. Paul

ARTICLES OF AGREEMENT

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

ARTICLE 1-UNION SECURITY

SECTION 1.1: RECOGNITION:

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of all employees of Knowlan's Supermarket stores located at 2720 Stillwater Road East, Maplewood, Minnesota and 225-13th Avenue, South St. Paul, Minnesota, excluding the Store Director, Meat Department employees and supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. The Store Director may perform bargaining unit work.

SECTION 1.2: UNION SHOP:

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

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

SECTION 1.3: OTHER AGREEMENTS:

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

SECTION 1.4: DUES CHECKOFF:

A. 1) The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each calendar month and will be

transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee's wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

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

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

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

ARTICLE 2-WAGES, HOURS AND WORKING CONDITIONS

SECTION 2.1: WAGE RATES:

A. Wage rates are listed in Appendix "A" of this agreement.

SECTION 2.2: WORK WEEK/WORKDAY:

A. 1) The basic workweek for Full-Time employees will be a minimum of thirty-five (35) hours, to be worked in five (5) days, Sunday through Saturday, exclusive of hours worked on holidays. The exception will be those employees who work less than thirty-five (35) hours by mutual agreement between the Employer and the employee.

2) The basic workweek for Part-Time employees will be a maximum of thirty-one (31) hours, Sunday through Saturday, exclusive of hours worked on holidays. If a part time employee averages more than 31 hours of work (excludes holiday hours worked and/or paid and vacation hours paid) per week for the previous calendar quarter, they shall receive the difference in pay between their current part time rate and the beginning full time rate for all weeks worked in excess of 31 hours in said calendar quarter.

SECTION 2.3: SIXTH WORKDAY:

No employee may be required to work six (6) days per week. A schedule of six (6) days per week may be agreed upon between the employer and the employee only by mutual agreement.

SECTION 2.4: OVERTIME PAY:

Regular Week: All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at one-half (1-1/2) times the employee's regular rate of pay, except as otherwise provided in this Agreement. Employees who are asked and agree to work

unscheduled hours beyond the eight (8) hours will waive the daily overtime provision for hours worked up to nine (9) hours in a day. The Employer may adjust schedules later in the work-week to avoid weekly overtime. Such adjustments will be initiated by the Employer. The Employer will have the ability to send employees home if overtime is not authorized.

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

SECTION 2.5: WORK SCHEDULES:

A. Posting Schedules: Schedules for all employees will be posted in each store by Friday noon for the following two (2) work weeks.

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

SECTION 2.6: MINIMUM SCHEDULED HOURS:

The Employer will make every effort to schedule part-time employees at no less than twelve (12) hours per week, Sunday thru Saturday.

SECTION 2.7: 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 2.8: SPLIT SHIFTS

No employee shall be required to work a split shift.

SECTION 2.9: EMPLOYEE BREAK TIME:

A. Rest Periods (Employer's Time):

1) All employees shall receive a paid rest period of (15) minutes for every three (3) hours worked not to exceed thirty (30) minutes in any work day of less than twelve (12) hours. Employees entitled to two (2) fifteen (15) minute paid break periods will continue to be allowed to take their breaks consecutively where the practice exists. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

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

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

SECTION 2.10: OTHER WORKING CONDITIONS:

A. Time Clocks: Where time clocks are installed, each employee shall, as a condition of employment, be required to "punch" his/her individual time card. Failure to properly punch time card shall be cause for discharge.

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

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

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

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

F. Travel time and Mileage:

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

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

3) No employee will be required by the Employer to make a delivery to a store or a customer.

SECTION 2.11: 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-SENIORITY

SECTION 3.1: DEFINITION:

A. 1) The employee's date of hire shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire.

2) Seniority shall be defined as length of continuous service within a classification with the Employer covered by this Agreement.

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

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

- 1) Department Head
- 2) Full-Time Employees
- 3) Part-Time Employees

SECTION 3.2: APPLICATION OF SENIORITY:

A. Probationary Period:

1) All newly hired employees will be on probation for sixty (60) calendar days and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.

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

B. Layoff and Rehire:

1)

a. Employees hired or promoted into a department head position attain seniority within that classification after sixty (60) calendar days. During the sixty (60) calendar day period the employee will retain the seniority from their previous classification, if any.

b. In the case of demotion from a department head position, the employee will be placed in the classification from which they came with their original seniority date in that position.

c. The least senior full-time employee has the right to move into the part-time classification. This employee retains their seniority for recall and vacation purposes. For purposes of calculating a wage rate, the Employee shall move to the equivalent wage rate of a Part Time Employee with equivalent experience or the highest paid Part Time Employee, whichever is greater.

d. For layoff and recall purposes, part-time employees shall have seniority within their store.

C. Scheduling of Part Time Hours:

The employer will make every effort to provide more senior part time employees with the most hours. Employees must be qualified to perform the duties involved and be available to work the available hours.

D. Promotion and Hiring into Full-time: The promotions or hiring into any full-time classification will be within the discretion of the Employer. Demotion of department heads will be within the discretion of the employer. Demotion of department heads will not be arbitrary or capricious.

SECTION 3.3: EMPLOYEE TRANSFER:

A. The Employer agrees to give an employee two (2) weeks notice of a transfer to a different Knowlan's store, except in the case of an emergency. Temporary transfers may occur as a result of an emergency arising in the business.

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

C. If any employee is transferred to a different Knowlan's store by the Employer, they shall retain their seniority.

D. Transfers to a Festival store shall only occur by mutual agreement.

E. If an employee is transferred to a Festival store, they shall retain their accumulated experience for the purposes of wages, wage progressions and vacations. Their seniority date at the Festival store shall begin on the day they start working at that location and shall remain in force while working at any Festival store in the UFCW Local 1189 jurisdiction.

The Employer shall notify the union of the need to temporarily transfer full time and part time employees between Knowlan's stores and Festivals stores. These transfers shall be on a temporary basis not to exceed thirty (90) calendar days. Any extension of this limitation shall be by mutual agreement. Transfers shall be made only with those employees who volunteer. Festival employees transferring to Knowlan's stores shall maintain all benefits and wages. Knowlan's employees transferring to a Festival store shall maintain all benefits and be paid the applicable Festival wage rate.

SECTION 3.4: TERMINATION OF SENIORITY:

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

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

ARTICLE 4-HOLIDAYS

SECTION 4.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays for full-time employees: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The following days shall be recognized as holidays for part-time employees: Thanksgiving Day and Christmas Day.

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

C. No employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 p.m. on Christmas Eve.

D. The Employer may operate the stores on Memorial Day, Fourth of July, and Labor Day. Hours worked on these days will be outside of the basic workweek and paid at the employee's straight time rate of pay.

E. The Employer may operate its stores on Thanksgiving Day under the same premium and staffing conditions as New Year's Day.

F. The employer may be open for continuous operations New Year's Eve through New Year's Day, under the conditions set forth in Section 5.4.

G. Personal Holidays:

1) All full-time employees shall, after completion of the first (1st) year of employment with the employer, be entitled to four (4) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

2) Personal holidays are scheduled by mutual agreement.

3) Full-time 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.

SECTION 4.2: COMPUTATION OF HOLIDAY PAY:

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

B. Part-time: A part-time employee, after ninety (90) days of employment, will receive four (4) hours of pay at his/her regular rate for Thanksgiving Day and Christmas Day irrespective of scheduled work days. Part-time employees with at least ten (10) years of continuous service will receive six (6) hours of holiday pay at their regular rate of pay for Thanksgiving Day and Christmas Day. Part time employees who work on Independence Day (July 4th) **and Labor Day** shall receive four (4) hours of holiday pay in addition to their pay for actual hours worked.

C. 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 4.3: HOLIDAY WORK WEEK:

A. Full time: In weeks in which an entire day is celebrated as a holiday, the work week shall be a minimum of 27 hours (exclusive of hours worked and /or paid on the holiday), to be scheduled in no less than four shifts.

B. Part-time: In weeks in which a legal holiday is paid, the work week shall be a maximum of 31 hours (exclusive of legal holiday hours worked and/or paid).

SECTION 4.4: NEW YEAR'S EVE, NEW YEAR'S DAY and THANKSGIVING DAY:

A. Full-time: All full-time employees will receive premium pay (time and one-half) for hours worked after 6:00 p.m. on New Year's Eve, and hours worked on New Year's Day and Thanksgiving Day. All hours worked on these days shall be outside the basic work week. Work on these days shall be voluntary.

B. Part-time: Hours worked will be at their regular rate of pay. Hours worked on these days shall be outside the basic work week. Work on these holidays shall be staffed with volunteers first. If there are insufficient volunteers, part-time employees will be scheduled by reverse seniority.

ARTICLE 5-DEFINITIONS

SECTION 5.1: DEPARTMENT HEAD

A department head employee shall be an employee who works a minimum of thirty-five (35) hours per work week, Sunday thru Saturday, exclusive of hours worked on holidays. The Employer will notify the union, in writing, when an employee is hired or promoted into the department head classification.

SECTION 5.2: FULL-TIME EMPLOYEE

A full-time employee shall be an employee who works a minimum of thirty-five (35) hours per work week, Sunday thru Saturday, exclusive of hours worked on holidays.

SECTION 5.3: PART-TIME EMPLOYEE

A part-time employee shall be an employee who works a maximum of thirty-one (31) hours per work week, Sunday thru Saturday, exclusive of hours worked on holidays.

ARTICLE 6 -VACATIONS

SECTION 6.1: 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 6.2: COMPUTATION OF VACATION PAY:

Paid vacations for all eligible employees shall be granted based on average hours worked during the employee's anniversary year and paid at his/her straight-time rate of pay.

SECTION 6.3: TERMINATION OF EMPLOYMENT:

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

SECTION 6.4: VACATION SCHEDULING:

A. Vacations shall consist of consecutive working days.

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

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

D. 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 (1) 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 during the week 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.

E. 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 6.5: VACATION PAY:

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

ARTICLE 7-LEAVE OF ABSENCE

SECTION 7.1: PERSONAL LEAVE OF ABSENCE:

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

SECTION 7.2: 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 two (2) 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.

C. 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 7.3: FUNERAL LEAVE:

A. After completing the probationary period all employees, except prime time part-time employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member.

Immediate family member is defined as the employees' spouse, parents, step-parents, children (**child, step-child, adopted child, and legal guardian's child**), brothers, sisters, mother-in-law, or father-in-law. In the event of the death of a spouse or significant other, the employee shall be entitled to a maximum of four (4) days funeral leave. There shall be one (1) day of paid leave in the event of the death of an employees' grandparent, **or any other relative in employee's home at time of death.**

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

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

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

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

SECTION 7.4: JURY DUTY:

An employee shall immediately notify his/her Employer upon receiving a call for jury duty. When a full-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings for a forty (40) hour week at 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 7.5: 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 7.6: 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 7.7: 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 up to two (2) employees requested by the Union to assist the International or Local for temporary work as a Union Representative. The Union will limit any Full-Time employee leaves to one (1) at any one time. It is understood that the Union will make any contributions necessary to continue the employee's participation in Health or Retirement programs as provided in the Agreement during this leave of absence. The Employer would provide this leave without a loss of seniority; however, a Department Head may not return to a Department head position. The Union will not request any leave under this article for the sixty (60) day period between November 1 and January 1.

ARTICLE 8-HEALTH AND SAFETY

SECTION 8.1: HEALTH AND SAFETY CONDITIONS:

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

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

ARTICLE 9-DISCHARGE

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

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

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

ARTICLE 10-PICKETING

It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal picket line, nor shall an employee be disciplined or discharged for refusal to cross a legal picket line of a striking union when such picketing has the approval of the United Food and Commercial Workers International Union. The Union shall give forty-eight (48) hours notice in

writing to the Employer of its intention to sanction or approve the picket line. It is further agreed that the Employer reserves the right to close his place of business if a legal picket line is established and it shall not be considered a violation of this Agreement.

ARTICLE 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.

A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any new hire orientation or as soon as possible during ongoing new employee training based on the staffing needs of the store.

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 15.

SECTION 12.4: FURNISH HELP:

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

SECTION 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 and meat 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.

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 after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.

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

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

2) No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in SECTION 14.2 and 14.3.

SECTION 14.2: MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of SECTION 14.1 may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 14. 1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.

SECTION 14.3: ARBITRATION:

A. If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 14.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

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

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

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

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

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

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

ARTICLE 15-SHELF STOCKING

The Employer shall be allowed to utilize suppliers, vendors, salesmen and Company supervisors/retail merchandisers to stock products and complete store resets without limitation.

ARTICLE 16-AUTOMATION

The Employer will train any employee assigned to the task of operating and utilizing new technology. The employer will assume responsibility to train employees to perform the various tasks which may be assigned to them in the store.

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, religion, sexual orientation, or for engaging in protected Union activities.

B. Conflicting Agreements: No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. No employee shall have 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. Separability:

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

2) It is also understood that if a provision is deemed in violation by the final appellate court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fail, the matter will be subject to arbitration according to SECTION 14.3 of this contract.

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

E. No employee shall have his/her wages reduced to defeat the purpose of this Agreement.

ARTICLE 18-HEALTH CARE PLAN

The Employer agrees to cover all full-time employees under the Knowlan's Super Markets, Inc. corporate healthcare plan ("the Plan"). Full-time employees electing coverage under the Plan will be subject to the terms and conditions of the Plan, including employee premium contributions. The Employer will make every effort to provide the union a minimum 30 day notice prior to any changes in the Plan. In the event the Employer considers eliminating the Plan due to opportunities in the Affordable Care Act, the parties agree to bargain over the potential effects on the bargaining unit. Bargaining unit members who elect to participate in the employer sponsored health care plan shall be treated the same as all other participants in the plan.

ARTICLE 19-RETIREMENT PLANS

SECTION 19.1: DEFINED CONTRIBUTION PLAN:

Employees will be eligible to participate in the Knowlan's Super Markets, Inc. 401(k) Retirement Savings Plan. The employer will make every effort to provide the union a minimum 30 day notice prior to any changes in the plan. Bargaining unit members who are eligible to participate in the plan shall be treated as all other participants in the plan.

ARTICLE 20-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 21-DRUG AND ALCOHOL TESTING

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

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

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

ARTICLE 22-VACATION AND WAIVER RELIEF

A. In the event that a full-time employee is absent or unavailable to work on an unplanned basis (e.g., injury, illness, surgery, FMLA leave, etc.) for a period of longer than one (1) week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The waiver period may be extended beyond the initial twelve (12) week period by the mutual agreement between the Employer and the Union. The placement of waiver employees will be at the discretion of the Employer.

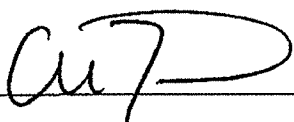
B. Seasonal vacation employees are those employees who work from May 1 through the second (2nd) week in September. The placement of these employees will be at the discretion of the Employer. During the waiver period, the employee will not accrue any benefits other than a temporary wage rate adjustment. The wage rate adjustment will not exceed the length of the waiver period. A special waiver explaining the terms of employment in these situations will be signed by the employee and submitted to the Union.

ARTICLE 23-TERM OF AGREEMENT

This Agreement and any Addendums shall take effect April 4, 2021, and shall continue in full force and effect through April 1, 2023, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement, at which time either party desiring a change shall notify the other party in writing of the specific paragraphs or articles they are desirous of changing so that negotiations may be started as early as possible during the sixty (60) day notice period. All attached Appendices are made a part hereof.

DATED THIS 29th DAY OF April, 2021

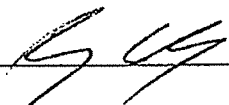
FOR THE EMPLOYER:

Name 

Title Vice President, Human Resources

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 1189

Name 

Title Union Representative

LETTER OF AGREEMENT
MEAT DEPARTMENT

Grocery employees may work within the meat department including wrapping, waiting on the trade and filling all cases. When only one (1) meat employee is scheduled to work within the day, grocery employees will be allowed to work within the meat department before 1P.M. In the event two (2) or more meat employees are scheduled within a given day, grocery employees will not be allowed to start before 1P.M., Monday thru Friday. No meat department employee shall have their schedule changed from their historical schedule by the utilization of the Letter of Agreement.

APPENDIX "A" – WAGES

<u>Part Time</u>	<u>Current</u>	<u>4/4/2021</u>	<u>4/3/2022</u>
0 - 520	\$10.10	\$10.35	\$10.60
521 - 1040	\$10.30	\$10.55	\$10.80
1041 - 2080	\$10.55	\$10.80	\$11.05
2081 - 3120	\$10.80	\$11.05	\$11.30
3121 - 4160	\$11.25	\$11.50	\$11.75
4161 +	\$11.75	\$12.15	\$12.55
Overscale	\$0.25	\$ 0.40	\$ 0.40

<u>Youth Scale</u>	<u>Current</u>	<u>4/4/2021</u>	<u>4/3/2022</u>
Start	\$8.50	\$8.75	\$9.00
after 60 days	\$8.75	\$9.00	\$9.25
6 months	\$9.00	\$9.25	\$9.50
12 months	\$9.25	\$9.65	\$10.05

<u>Full Time</u>	<u>Current</u>	<u>4/4/2021</u>	<u>4/3/2022</u>
FT Rate	\$16.80	\$17.45	\$18.10
Overscale	\$0.50	\$ 0.65	\$ 0.65

<u>Dept. Head</u>	<u>Current</u>	<u>4/4/2021</u>	<u>4/3/2022</u>
Start	\$19.00	\$19.65	\$20.30
Overscale	\$0.50	\$ 0.65	\$ 0.65