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**Lund Food Holdings, Inc., Lunds, Inc. and Byerly's, Inc. Contract**  
April 8, 2019 through April 10, 2022

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UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189  
April 8, 2019 through April 10, 2022

**ARTICLES OF AGREEMENT**

THIS AGREEMENT is entered into by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 1189, of St. Paul, Minnesota and vicinity, chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC hereinafter referred to as the "Union" and Lund Food Holdings, Inc., Lunds, Inc., and Byerly's, Inc., hereinafter collectively 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 Full-Time and Part-Time employees in the grocery and produce departments, and Head Meat Cutters, Journeyman Meat Cutters, Journeyman Counter Salesmen, Apprentices, Wrappers, and Other Than Journeyman Employees, in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. In stores with more than one hundred (100) UFCW Local 1189 bargaining unit employees, the Employer will be allowed to have up to three (3) employees per store who are supervisory in nature and outside the bargaining unit, including Store Managers, who may perform all bargaining unit work, including the cutting of meat. In stores with less than one hundred UFCW Local 1189 bargaining unit employees, the Employer will be allowed to have up to two (2) employees per store who are supervisory in nature and outside the bargaining unit, including Store Managers, who may perform all bargaining unit work, including the cutting of meat.

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

going due east to the St. Croix River. The Eastern boundary shall follow the St. Croix River from the northeast point to the southeast point.

## **SECTION 1.2: UNION SHOP:**

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

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

C. Orientation: The Employer will allow a representative of the Union or a steward<sup>[EC1]</sup>, who is on duty, fifteen (15) minutes of paid time with new employees during the Employer's scheduled orientation to reinforce the (company paid) employee benefits provided through the collective bargaining agreement (CBA) with the Union, and to review other CBA and Union matters. When this is not possible, the Union Representative will be allowed to schedule a visit by mutual agreement with store management when the new hire is on the schedule if they have not yet met with a Union Representative.

## **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. Collection:**

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

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

#### **SECTION 1.5: JURISDICTION:**

A. Any Senior Retail Specialist, Universal Employee, Journeymen, Wrapper, and Other Than Journeymen may work in any department on an interchangeable basis. However, when meat must be cut, the Journeyman Meat Cutters who are scheduled will cut the meat. Any meat department hours beyond the scheduled available Journeyman hours may be filled by other Full-Time employees, who have completed the Employer's training certification program. All existing Wrappers will be required to complete the Employer's training certification program and will be given preference for the meat department hours beyond the scheduled available Journeyman hours. Journeyman will be permitted to work in any department in the store, with the exception of pharmacy.

B. Part-Time and Prime-Time employees may work in the meat department including waiting on the trade and filling all cases; however, they may not work in the processing areas of the meat department except for cleaning.

C. Non-meat department employees shall not perform meat department work as long as any meat department employees (full- or part-time) hired before March 9, 2008 is on layoff or working reduced hours without offering this work to the employee who is on the layoff or working reduced hours who could perform this work at that employee's normal rate of pay.

D. Journeymen, Apprentices, Wrappers, and Other Than Journeymen hired before March 9, 2008 will not lose hours or be removed from their historical schedule of hours because of the utilization of other employees in the meat department.

E. There will be no adjustment in an employee's pay when that employee works in another department.

**ARTICLE 2**  
**WAGES, HOURS AND WORKING CONDITIONS**

**SECTION 2.1: WAGE RATES:**

A. Minimum Wage Rates: The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX "A" and made a part of this Agreement.

B. Past Experience:

1) An employee shall receive full credit for past experience provided that employee returns to work for the same company and into the same classification. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

2) When an employee is hired from a different Employer or is being promoted from Part-Time to Full-Time, that employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be credited for wage purposes. Where a rate is established that is higher than the starting rate, after the employee works 2,080 hours, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

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

**SECTION 2.2: WORK WEEK/WORK DAY:**

A. Basic Work Week: The basic work week shall be forty (40) hours worked over the course of five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive, subject to other provisions in the Agreement.

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

a) All Senior Retail Specialists and Department Heads hired or promoted from Part-Time before March 9, 2008.

b) All Journeymen, Wrappers, and Other Than Journeymen

2) Except as otherwise provided in this Agreement, the basic work week for all other employees is Monday through Sunday, excluding hours worked on holidays.

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



B. Four Ten-Hour-Days Work Week: Employees whose work week consists of four ten-hour days with two consecutive days off will be allowed to continue to work that schedule. During a holiday week, if it is necessary to reschedule an employee on a four ten-hour-days schedule to a five eight-hour-days schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.

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

D. Scheduling Option: All Journeymen and Wrappers whose basic work week is Monday through Saturday and who have Sunday hours guaranteed under 2.3.C above shall have the option of working five (5) days, including Sunday at one and one-half (1-1/2) times their straight time rate of pay, with two consecutive days off during the week, or working six days. The Employer will use its best efforts to schedule based on such employee elections and the employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Employees will make their scheduling elections four (4) times each year, to be effective for three (3) month periods.

### **SECTION 2.3: SUNDAY WORK:**

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

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

1) No less than one (1) Senior Retail Specialist 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 Senior Retail Specialist 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.

2) The 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 Senior Retail Specialist employees are employed in the grocery, produce, and frozen food department.

C. No Journeyman, Wrapper, or Senior Retail Specialist hired prior to March 9, 2008 who has regularly worked on Sundays and who requests to continue to work Sundays on a regular basis shall be displaced from working their historical Sunday schedule. To retain this guarantee, the employee must continue to be available for that employee's historical Sunday Schedule.

D. After scheduling the guaranteed Sunday hours, all remaining Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally among volunteers. In the event there are not enough volunteers for Sunday work, the Employer has the

right to schedule Sunday work to meet business needs subject to any other provisions in this Agreement.

E. Rates of pay for Sunday work shall be as follows:

- 1) Straight time rate of pay for:
  - a) All Senior Retail Specialists, Department Heads, and Full-Time Maintenance Employees hired or promoted from Part-Time after March 8, 2008.
  - b) Universal Employees,
  - c) Prime-Time Employees,
  - d) Part-Time Employees.
- 2) Straight-time rate of pay plus fifty cents (\$.50) per hour premium for:
  - a) Utility employees.
- 3) One and one-half (1-1/2) times the straight time rate of pay:
  - a) All Senior Retail Specialists, Department Heads, and Full-Time Maintenance Employees hired or promoted from Part-Time before March 9, 2008.
  - b) Journeymen, Wrappers, and Other Than Journeymen.

#### **SECTION 2.4: OVERTIME PAY:**

A. Regular Week:

1) Five Eight-Hour-Day Work Weeks: All work performed in excess of:  
a) forty (40) hours per week for full time employees; b) eight (8) hours per day or forty (40) hours per week for part-time employees, shall be paid for at one and one-half (1-1/2) the employee's straight time 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. Any hours worked beyond nine (9) hours in a day must be by mutual agreement. The employee 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 (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.

2) Four Ten-Hour-Day Work Weeks: All work performed in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at one and one-half (1-1/2) the employee's straight time rate of pay, except as otherwise provided in this Agreement. Employees who are asked and agree to work unscheduled hours beyond the ten (10) hours will

waive the daily overtime provision for hours worked up to eleven (11) hours in a day. The employee 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 eleven (11) hours, the ability to waive incidental overtime in exchange for time off becomes void, and overtime will be paid on all time worked after ten (10) hours.

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

C. Work Between 12:00 a.m.-5:00 a.m.: All work performed by Journeymen, Wrappers, and Other Than Journeymen after 12:00 a.m. or before 5:00 a.m. shall be paid for at one and one-half (1-1/2) times their straight time rate of pay.

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

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

## **SECTION 2.5: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:**

If an Employee in a "Head" position is gone for an entire work week (five (5) days or more), the assigned Full-time employee who performs the Department Head's responsibilities for the week will be paid the department head rate of pay.

## **SECTION 2.6: WORK SCHEDULES:**

A. Posting Schedules: Schedules for all employees will be posted in each store by Friday at 12:00 p.m. for the following two (2) work weeks. Sunday schedules for all employees shall be posted two (2) weeks in advance.

B. Consistent Day Off: The Employer shall provide all employees in each store with a consistent day off, Monday through Thursday chosen by seniority. Employees shall be allowed the opportunity to change their chosen days 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 section does not prohibit the Employer granting more than one consistent day off, or from granting off Friday, Saturday, or Sunday on a consistent basis.

C. Part-Time Employees:

1) Part-Time employees may not be scheduled for more than five (5) days in any week on an involuntary basis, except in the case of weeks in which schedules are impacted

by the occurrence of a holiday. Holidays affecting scheduling are Easter, Memorial Day, Independence Day, 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.

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

D. Night Work: It is agreed that no employee except for employees on the night stock crew and Prime-Time employees shall be required to work more than three (3) nights per week. Journeymen and Wrappers who were on the seniority list prior to May 12, 1974, shall not be required to work any more than two (2) nights per week.

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

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

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

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

B. No employee shall be scheduled for less than fifteen (15) hours per work week [twelve (12) hours for a prime-time employee] unless they have requested fewer hours in writing and during periods of temporary hours reductions, where the Employer may schedule the least senior employees no less than six (6) hours on Saturdays. Effective April 5, 2021, no Regular Part-time employee shall be scheduled for less than eighteen (18) hours per work week

C. Effective after the 2019 ratification, at least twenty-four percent (24%) of Part-Time employees in each store, in order of Part-Time seniority, will be provided an opportunity to work schedules of at least thirty (30) hours or more per week. Effective April 5, 2021, at least twenty-four percent (24%) of Part-Time employees in each store, in order of Part-Time seniority, will be provided an opportunity to work schedules of at least thirty-two (32) hours per week. A senior regular Part-Time employee may choose to be scheduled for less than thirty (30) or thirty (32) hours by written request to the store manager.

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

Employees called in to work outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except in the case where an employee is called in to replace someone who has called in sick or to replace someone who has not reported to work as scheduled, or where the employee requests fewer hours and the Employer agrees.

## **SECTION 2.9: SPLIT SHIFTS:**

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

## **SECTION 2.10: EMPLOYEE BREAK TIME:**

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

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

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

B. Employees who elect to have a 30 minute unpaid meal break will do so by noting this preference on their availability form that is submitted and approved by the company. All unpaid meal breaks will be scheduled by management and need to be factored into the store schedule prior to it being posted. Requests for such a break made after a schedule has been posted must be submitted to management for consideration.

## **SECTION 2.11: OTHER WORKING CONDITIONS:**

A. Time Clocks: Where time clocks are installed, employees shall, as a condition of employment, be required to "punch" their individual time cards. 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: Employees shall not be discriminated against for refusal to work on their day off, provided qualified and experienced help acceptable to the Employer is available.

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

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

F. Travel Time and Mileage:

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

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

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

## **SECTION 2.12: WAGE-HOUR LAW COMPLIANCE:**

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

## **ARTICLE 3** **FULL-TIME/PART-TIME RATIOS**

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

**ARTICLE 4**  
**SENIORITY**

**SECTION 4.1: DEFINITION OF SENIORITY:**

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

B. Seniority shall be defined as length of continuous service within a classification with the Employer covered by this Agreement. In the case of two or more employees starting active employment in a classification on the same day their seniority ranking will be determined by lot.

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

- 1) Department Heads;
- 2) Full-Time Employees;
- 3) Part-Time Employees;
- 4) Prime-Time Employees;
- 5) Utility Employees;
- 6) Certified Pharmacy Technicians.
  - a) Full-Time
  - b) Part-Time

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

E. Employee seniority date and classification will be posted in a public space close to the employees' work area.

**SECTION 4.2: APPLICATION OF SENIORITY:**

A. Probationary Period:

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

2) Prior to the end of the thirty (30) day probationary period, the Employer may request in writing an additional thirty (30) day probationary period in the case of any

employee found questionable by management. If the Union approves, an additional thirty (30) day probationary period may be instituted after which time, if that employee remains in the employ of the Employer, the seniority date shall revert back to that employee's original date of employment.

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

B. Department Heads: Employees who are promoted or hired into Department Head positions will be given "super seniority" for layoff purposes, only, after they have been in the Department Head position for eighteen (18) months. During the eighteen (18) month period the employee retains the employee's date as a Full-Time employee. An employee who is demoted for cause from the Department Head Position will be placed in the appropriate Full-Time classification of Senior Retail Specialist, Universal Employee, or Journeyman, with the employee's original seniority date in that position. An employee who voluntarily steps down from the Department Head position will be placed in the appropriate Full-Time classification of Senior Retail Specialist, Universal Employee, or Journeyman with the employee's original seniority date in that position. An employee who is removed from the Department Head position without cause will be placed in the appropriate Full-Time classification and will maintain the employee's rate of pay.

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

1) Full-Time: Full-Time employees hired prior to March 6, 2005 cannot be laid-off or involuntarily reduced in hours. For the purposes of layoff, all Full-Time classifications are merged and company-wide. The least senior hired or promoted will be the first to be laid off or reduced in hours. Full-Time employees who are laid off may elect to work Part-Time. Full-Time employees who are reduced to Part-Time will be placed at the top of the Part-Time seniority list and will be paid the top of the Part-Time scale or, if their current Full-Time rate of is lower than the top of the Part-Time scale they will be place on the nearest rate on the Part-Time scale and progress from there.

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

3) Utility: For the purposes of layoff and recall, Utility employees shall have seniority on a company-wide basis. The Employer will offer work, if available at



another of its locations, to employees who are laid off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store, rights under Appendix C, or any unemployment compensation they may be entitled to receive. Employees may transfer between stores by mutual agreement.

4) Pharmacy Technician: For purposes of layoff and recall, the Employer has a right to maintain its Nationally Certified Pharmacy Technicians (NCPT) without regard to their original Part-Time or Full-Time seniority date. In the event of a reduction of force in the Employer's Pharmacy, the least senior, based on their NCPT date of hire or promotion as a NCPT will be the first laid off from the pharmacy. The NCPT who is laid off from the pharmacy will be scheduled in other areas of the store and will maintain their seniority in the appropriate classification.

D. Preference of Hours

1) Senior Retail Specialists hired before March 7, 2005 will be allowed to exercise their preference of hours. It is agreed that preference, if qualified, shall be given to the more senior Senior Retail Specialists within the store in granting the more desirable schedule of hours among Full-Time non-meat positions. Department Heads and employees designated for management training may be scheduled without regard to preference. This provision shall have no application to Sunday hours.

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

E. Job Posting: The Employer will post all Full-Time openings for bargaining unit positions and will promote from within the bargaining unit employees with six (6) months or more seniority. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If the employer determines that two (2) or more candidates for a particular position are equally qualified, it will select the most senior candidate. Utility employees who notify the Employer in writing of their desire for Part-Time positions will be given the opportunity to fill Part-Time openings. The Employer will offer meat promotions to qualified meat employees before non-meat employees are considered for such promotion. Effective with the 2019 ratification, the Employer may promote or hire into the Universal full-time positions at the Employer's discretion without regard to seniority and will consider current employees first. Notwithstanding, the provisions of this section, promotions and hiring into the department head classification will be within the discretion of the Employer.

F. Prime-Time to Part-Time: Prime-Time employees will be considered to fill vacancies in Part-Time positions. Employees shall have the option of notifying the Employer

and the Union in writing of their desire to secure a Part-Time position. An employee, who so notifies the Employer and the Union will be given the opportunity to fill Part-Time openings, by seniority, and if qualified within the particular store. In the event a Prime-Time employee hired before the ratification date of this Agreement is selected to fill a Part-Time vacancy, the employee will receive credit for total hours worked.

#### **SECTION 4.3: EMPLOYEE TRANSFER:**

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

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

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

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

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

#### **SECTION 4.4: TERMINATION OF SENIORITY:**

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

A. Quits;

B. Is discharged for cause;

C. Fails to return from any of the leaves of absence referenced in Article 8 of this Agreement, within the time limits contained therein;

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

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

### **ARTICLE 5** **HOLIDAYS**

#### **SECTION 5.1: HOLIDAYS DEFINED:**

A. Holidays: The following days shall be recognized as holidays: New Year's Day (beginning at 6:00 p.m. on New Year's Eve), Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, and Christmas Day (beginning at 4:00 p.m. on Christmas Eve). Work performed on holidays is outside the basic work week for all purposes including "Minimum Scheduled Hours" and "Temporary Full-Time."

B. Christmas: There shall be no retail operation on Christmas Day or on Christmas Eve after 4:00 p.m. No Employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 p.m. Christmas Eve.

C. New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, & Thanksgiving Day:

1) Full-Time:

a) Work on New Year's Eve after 6:00 p.m., New Year's Day, Thanksgiving Day, shall be strictly voluntary for all Senior Retail Specialists, Journeymen, and Wrappers. Work on Memorial Day, Independence Day, and Labor Day shall be voluntary for Senior Retail Specialists, Journeymen, and Wrappers with the exception of Full-Time Meat employees hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers.

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

2) Part-Time and Utility:

a) Work on Memorial Day, Independence Day, and Labor Day, Thanksgiving and New Year's Day shall be voluntary for all regular Part-Time and Utility employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the Memorial Day, Independence Day, and Labor Day, New Year's Day or Thanksgiving. Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers Part-Time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers.

b) Compensation for work on New Year's Eve after 6:00 p.m., New Year's Day, Memorial Day, Independence Day, and Labor Day shall be straight-time for all hours up to eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day and in excess of eight (8) on all holidays shall be compensated at one and one-half (1-1/2) times the employee's straight-time rate of pay.

D. Personal Holidays:

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

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

3) Personal Holidays are scheduled by mutual agreement. The Employer will use its best efforts to allow employees to take their holidays during their anniversary years, except in situations where the application of this section would have an effect on the Employer's ability to meet business needs.

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

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

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

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

C. Utility and Prime Time: In the first year of employment and after ninety (90) days of service, Utility/baggers/clean team and Prime-time employees will receive holiday pay when the employee works the holiday. Utility employees and Prime Time employees (hired after 5/12/13) who have completed one (1) year of continuous service with the Employer shall be entitled to four (4) hours pay at their regular rate of pay for the six (6) listed calendar holidays. This pay is due irrespective of scheduled workdays.

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 that employee's scheduled workday before and after the holiday unless excused by the Employer or unless absent due to proven illness.

### **SECTION 5.3: HOLIDAY WORK WEEK:**

A. In weeks in which an entire day is celebrated as a holiday, the work week shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours.

B. If the holiday falls on any day except for Sunday, the basic work week for Full-Time employees shall be thirty-two (32) hours. When the holiday falls on Sunday, that work week shall be thirty-two (32) hours, and the following Monday shall be scheduled and paid in the same manner as Sunday.

## **ARTICLE 6** **DEFINITIONS**

### **SECTION 6.1: FULL-TIME:**

"Full-Time" employees are all employees in the following job classifications:

A. Senior Retail Specialist: An employee who normally works thirty-two (32) hours or more per work week. For employees hired or promoted prior to March 9, 2008 these hours are and will remain exclusive of hours worked on Sundays or Holidays ("full-time"). Employees promoted to or hired as Senior Retail Specialists (including Department heads and Full-time maintenance who did not previously have Sunday outside of their work week) after March 9, 2008 will have Sundays included in their work week.

B. Universal Employee: An employee with a basic work week of forty (40) hours to be worked in any five (5) days, Sunday through Saturday, inclusive of hours worked on Sundays but exclusive of hours worked on holidays. Universal employees shall not be entitled to receive any premium pay for hours worked on Sundays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays. Universal employees may be scheduled and assigned on an interchangeable basis in grocery, delicatessen, bakery (where applicable), pharmacy (if nationally certified) or the meat department (as outlined in Section 1.5.A).

C. Journeyman: A skilled meat cutter who has either served an apprenticeship in accordance with the period of time as set forth in this Agreement or who has qualified as a skilled meat cutter.

D. Wrapper: An employee who performs all duties in the meat department.

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

Full-Time employees' job duties shall include all work in all departments (excluding Pharmacy) of the store including all production work commencing with the initial reduction of primal, sub-primal, and/or supplemental cuts of all fresh or frozen meat department products including fish (whether by use of saw, grinder, cuber, tenderizer, slicer, knife, or other tools of the trade) through and including the boning and leaning out of these products to reduce to retail cuts. The Employer will first utilize all Journeymen to perform the above-described production work in the meat department.

#### **SECTION 6.2: PHARMACY TECHNICIAN:**

The Pharmacy Technician classification shall consist of employees working in the Employer's pharmacy departments who have obtained or are actively in training for national certification as a pharmacy technician. The Employer agrees to reimburse each pharmacy technician upon successful completion of the certification examination, the employee's application/examination fee and the cost of necessary training materials (only one examination fee will be reimbursed per person), for any registration fee required to be paid as a condition of obtaining or maintaining certification as a Pharmacy Technician including fees for attending required continuing education courses for renewal of certification if recertification is obtained. Employees who have obtained certification will be entitled to receive an hourly "certification premium" of \$.75 per hour for so long as the employee remains certified. The Employer reserves the right to approve in advance and potentially limit the numbers of those employees who obtain certification at its expense, together with accompanying premium pay.

#### **SECTION 6.3: PART-TIME:**

A Part-Time employee shall be an employee who normally works less than thirty-two (32) hours per work week, exclusive of hours worked on Holidays. Part-time employees may work more than thirty-two (32) hours without penalty to the Employer.

#### **SECTION 6.4: UTILITY:**

Utility employees are Part-Time employees who may perform maintenance and cleaning in all areas inside and outside the store; clean and maintain all shelving, equipment and display cases (refrigerated and non-refrigerated); remove cardboard from the shelf, case or display, and level product; collect and dispose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case.

#### **SECTION 6.5: FULL-TIME MAINTENANCE:**

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

## **SECTION 6.6: PRIME-TIME:**

A. A Prime-time employee shall be an employee who may work no more than twenty-eight (28) hours per week and a minimum of 12 hours per week (unless mutually agreed upon) and 3 hours per shift. They are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.

B. Notwithstanding the provisions of SECTION 2.1, the wage rates payable to Prime-Time employees hired before the date of 5/13/13 shall be at the wage scale they are currently in and will progress from the applicable scale of wages appearing in Appendix A. These employees shall not be eligible for any benefits (e.g. health and welfare benefits, participation in retirement plans, holiday pay, vacation pay, etc.) specified in the Agreement other than the rate of pay. Upon completion of the probationary period, these employees may make pre-tax contributions to the 401(k).

C. The wage rates payable to prime-time employees hired after 5/12/13 shall be fixed to the wage level closest to \$9.95 specified in the applicable scale of wages for regular part-time employees, appearing in Appendix A. These employees after 1 year of service will be eligible for up to three weeks (3) of vacation pay and holiday pay. These employees will not be eligible for healthcare or retirement benefits. Upon completion of the probationary period, Prime-Time employees may make pre-tax contributions to the 401(k).

D. For purposes of assessing the employer's compliance with Article 3 (ratio), Prime-time employees do not count as part of the Employer's ratio. However, Prime-Time employees may not exceed a maximum of thirty (30) percent of the Employer's combined Part-time, Utility, and Prime-time workforce, company wide.

E. These employees will maintain their seniority date when moving from Prime-time to Part-time. They will be credited their hours accordingly.

## **SECTION 6.7: OTHER THAN JOURNEYMAN:**

The Other Than Journeyman employee is a Part-Time Wrapper.

## **ARTICLE 7** **VACATIONS**

### **SECTION 7.1: VACATION ALLOWANCE:**

A. An employee covered by this Agreement who has had one (1) year of service with the Employer shall be eligible for 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 the Employer shall be eligible for 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 the Employer shall be eligible for 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 the Employer shall be eligible for 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 the Employer shall be eligible for 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 Employee:

1) Vacation for Full-Time employees will be computed on the basis of average hours worked per week with straight-time pay up to forty (40) hours and one and one-half (1-1/2) times the straight-time rate of 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 the 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 and Utility Employees:

1) A Part-Time or Utility 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. A Part-Time employee, who works less than 1040 hours (including paid hours) during his/her anniversary year, shall be limited to not more than three (3) weeks of vacation.

C. Prime-Time Employee: Prime-time employees hired after 5/12/13 are eligible for up to three weeks (3) of vacation on the same basis as Part-time employees.

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

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

#### **SECTION 7.4: VACATION SCHEDULING:**

A. Vacations shall consist of consecutive working days.

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



following March 31. The approved vacation schedule shall be posted in each store by April 1 of each year.

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

D. Vacation scheduling for Journeymen, Wrappers, and Other Than Journeymen 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 shall be allowed to take their vacation in hourly increments. Requests to use vacation must be made no later than the week prior to the posting of the schedule for the period when the vacation is used. Requests made after the vacation posting period must be submitted in writing. Vacation requests will be granted as mutually agreed to by the employee and the Employer. Provided that the Employer's consent will not be withheld simply because the day requested is a weekend day or would result in an extended weekend. Employees shall be allowed to take vacation for proven illnesses, and the foregoing notification requirements shall not apply to approval for using vacation for a proven illness. Employees shall be allowed to take their vacation within their anniversary year.

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

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

H. The Employer will respond to vacation requests outside of the posting period within seven (7) days unless the Department Head is on vacation, in which case the Department Head will respond within two (2) days after returning from vacation.

I. The Employer may limit future carryover of vacation to two times (2x) their annual accrual. For those that have vacation banks in excess of two times (2x) their annual accrual, the Employer may offer the option through the term of the agreement for the employees to take excess vacation time off or receive such excess in pay (inclusive of all associated benefits). The Employer will schedule employees off (if needed) to ensure no loss of benefits.

#### **SECTION 7.5: VACATION PAY:**

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

SECTION 7.6: LUNDS & BYERLYS FAMILY ASSISTANCE FUND: The Lunds & Byerlys Family Assistance Fund began in 2014 to help members of its employees in their times of financial need. From providing shelter after natural disaster strikes, to helping with costs associated with an unexpected illness, our fund seeks to truly make a positive impact in the lives of its employees. To be considered for this program, employees submit an application to L&B's third party administrator. The process is completely confidential and Lunds & Byerlys is never provided information on who applied and/or received funds from this program. To review eligibility requirements and to submit an application, please visit: [www.lfhfamilyfund.org/](http://www.lfhfamilyfund.org/)

Store Management and Human Resources can also help answer questions about this program as well as provide any additional support available.

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

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

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

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

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

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

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

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

### **SECTION 8.3: FUNERAL LEAVE:**

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

family member. Immediate family member is defined as the employees' spouse, parents, step-parents, grandparents, grandchildren, children (child, step-child, adopted child, foster 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 domestic partner, the employee shall be entitled to a maximum of four (4) days funeral leave, and a one (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative in employee's home at time of death.

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

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

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

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

#### **SECTION 8.4: JURY DUTY:**

An employee shall immediately notify the 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 that employee's earnings for a forty (40) hour week at that employee's straight-time rate of pay. When a "top 24%" part-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's average weekly earnings, exclusive of Sundays. Such an employee must report for work whenever that employee's 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. (SPECIAL PROJECT UNION REPRESENTATIVE):**

The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. The Union will provide a thirty (30) day notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority; however, a Department Head may not return to a Department Head position.

#### **SECTION 8.8: VICTIM OR WITNESS LEAVE:**

An Employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off. An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off. Employees who are victims of domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a restraining order or protective order and may use paid time off. When it is practical to do so without placing the employee or any member of the employee's family in danger, the employee should provide the Employer with forty-eight (48) hours' notice of the need for these types of leave.

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

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

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

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

#### **SECTION 9.2: WORKERS COMPENSATION:**

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

### **SECTION 9.3:**

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

### **SECTION 9.4:**

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

## **ARTICLE 10** **DISCHARGE**

- A. No employee shall be discharged except for just cause.
- B. The properly accredited officers or representatives of the Union and the Employer are authorized to settle any dispute arising out of a discharge. Grievances under Section 15.1 regarding discharge without just cause must be filed in writing with the Employer within fifteen (15) calendar days after the effective date of termination of the employee's employment. Failure to comply with this time requirement will result in the grievance being waived and not submitted to mediation or arbitration under Article 15.
- C. Warning Notices And Discharge. In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing, with a copy to the Union.

## **ARTICLE 11** **PICKETING**

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

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

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

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

**SECTION 13.1: UNION STORE CARD:**

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

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

**SECTION 13.2: STORE VISITATION:**

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

**SECTION 13.3: LABOR MANAGEMENT COMMITTEE:**

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

**SECTION 13.4: FURNISH HELP:**

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

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

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

**SECTION 13.6: SHOP STEWARDS:**

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

**SECTION 13.7: BULLETIN BOARD:**

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

**SECTION 13.8: STORE SECURITY:**

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

**SECTION 13.9: BARGAINING COMMITTEE MEMBERS:**

All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including: health insurance, pensions, and vacation benefit calculations.

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

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

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

**SECTION 15.1: GRIEVANCE:**

A. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with that employee's 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. Employer Violations:

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

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

**SECTION 15.2: MEDIATION:**

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

**SECTION 15.3: ARBITRATION:**

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

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

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



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

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

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

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

#### **SECTION 15.4: LIMITATIONS ON ARBITRATOR:**

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

#### **SECTION 15.5: TIME LIMITS:**

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

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

The Union and the Employer agree to the following process for shelf stocking and resets:

1. The Employer shall be allowed to use DSD vendors to stock their own products delivered to the store. All other products will be stocked by members of Local 1189, only, except that the Store Manager and either one, (1), or two, (2), other Supervisory employees, as described in Section 1.1 Recognition, may do bargaining unit work and the Employer shall be allowed to utilize retail merchandisers, i.e., perishable specialists in perishable departments, grocery specialists in grocery departments, etc., for the purpose of doing resets. The Employer will provide the Union with a current list of all such specialists and the stores to which they are assigned.

The Employer shall be allowed to utilize suppliers, vendors and salesmen to perform the tasks as specified below:

A. Cut in and "spot" new product that he or she (the supplier, vendor, or salesman) represents, and to remove discontinued, old, and slow moving items from shelves; the remainder

of the case after spotting it on the shelf will be stocked by store employees as outlined above. The vendor may place the shelf tag for the new product on the shelf.

B. Participate in a “category” reset to stock products when products that they represent are included in the category; the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re-tag the category. After the first case, product in the designated category will be restocked by a Local 1189 member.

C. In the event of a total store reset, the Employer will offer additional hours to members before utilizing vendors (suppliers/salesmen) to remove, replace, or tag product. The reset for the entire store will follow the same guidelines as outlined in the category reset. In the event of a total store reset, the Employer will notify the Union.

2. As a condition of this Article, the Employer agrees for the duration of the collective bargaining agreement that there shall be no lay off or reduction in hours of any full-time employee, or for the 24% most senior part-time employees as of May 30, 2013 [date will be applicable to the Employer] on the Employer’s seniority list, a reduction of scheduled hours below twenty-six (26) per week. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall lose its right to operate under the terms of this Article. It is understood and agreed that this provision regarding layoffs or reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to “act of God,” or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, or employees working on waivers.

3. Violations of the Agreement may be resolved with a fine of \$300 per violation (if the violation is by multiple vendors, persists, or occurs in more than one location) payable to the Union’s food shelf, in lieu of grievance mediation and arbitration.

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

A. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties 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 18** **LEGAL ISSUES**

A. Discrimination: No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union activities.

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

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

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

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

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

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

### **SECTION 19.1:**

A. Full-Time:

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

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

B. Part-Time:

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

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

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

D. Life insurance (\$5,000) and Accidental Death and Dismemberment benefit (\$1,000) for all part-time employees who do not currently receive this benefit. Employer will

contribute \$1.25 per month for those part-time employees with one year of completed service and in classifications for whom no Health & Welfare payment is currently made, effective January 1, 2020. (Note that employees who receive Health and Welfare benefits already have this benefit).

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

#### **SECTION 19.2:**

Employer contribution per week:

	<u>04/08/19</u>	<u>04/06/20</u>	<u>04/05/21</u>
Full-Time	\$176.88	\$182.13	\$187.63
Part-Time	\$ 65.48	\$ 67.73	\$ 70.23

Employee Contributions per week:

	<u>4/8/19</u>
Full-Time	\$20.00
Part-Time	\$ 8.00

#### **SECTION 19.3:**

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

#### **SECTION 19.4:**

A. The program of benefits of this Full-Time plan and of this Part-Time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this Agreement. Benefits may be modified by mutual agreement of the board of trustees.

B. It is agreed that in the event that net reserves (net of IBNR and all Liabilities) of the Fund fall below one and one half (1.5) months as of October 1, 2019 or in a month thereafter for the life of this agreement, then the Trustees will determine the needed plan design changes required to maintain a minimum of one and one half (1.5) months net reserves (net of IBNR and all Liabilities) at no additional cost for Employers. Eligible participants will be allowed to vote between either a plan reduction or participant contribution increases to maintain the plan and achieve the net reserves. Trustees will agree to implement the resulting changes.

#### **SECTION 19.5:**

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) that Part-Time

employees hired on or after March 5, 2005 shall become eligible for coverage only after one year of continuous service following the date of hire; (4) electronic transmission of Employer Contribution payments; and (5) a "best efforts" attempt by the Trustees to develop a mechanism for participating employees to self-fund accounts to be used for paying the costs of retiree coverage.

## **ARTICLE 20** **RETIREMENT PLANS**

### **SECTION 20.1: EMPLOYER'S COMPLETE WITHDRAWAL FROM MULTIEMPLOYER DEFINED BENEFIT PENSION PLANS**

A. The Employer's obligation to contribute to the United Food and Commercial Workers Unions and Employers Pension Plan shall permanently cease effective May 20, 2012.

B. The Employer's obligation to contribute to the United Food & Commercial Workers International Union-Industry Pension Fund shall permanently cease effective May 31, 2012.

### **SECTION 20.2: DEFINED CONTRIBUTION PLAN:**

A. Contributions:

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

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

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

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

B. Effective February 28, 1999, all bargaining unit employees who are eligible under the Trust Agreement will be allowed to make pre-tax contributions into a 401K plan which shall

be jointly administered by the Union and the Employers as provided for in 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 20.2, the Employer's obligation to make contributions to any retirement plans or funds in effect at the time of ratification of this Agreement shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.

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

## **ARTICLE 21**

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

A. 1. Part-Time to Full-Time Waivers: Employees hired or scheduled for vacation relief purposes and working thirty-two (32) hours or more per week from May 1 through January 1 shall not have payments made on their behalf as required for those employees averaging thirty-two (32) hours or more per week. Such relief employees are guaranteed a minimum of forty (40) hours of work per week for up to twelve (12) weeks during the May 1 – January 1 period. Such employees will be paid the appropriate Full-Time hourly wage rate but there will be no Full-Time health and welfare or retirement contributions made on behalf of such employees. The Employer will give consideration to current qualified employees for opportunities during these periods. If such an employee is retained on such a schedule after that period of time, a contribution to the appropriate retirement fund will be made in January based on hours worked in December. Contributions to the Health and Welfare fund will start January 1.

2. Sixteen (16) Week Waiver: The Employer may waive any current part-time employee to full-time for up to sixteen (16) weeks per calendar year. The employee will be paid at the appropriate full-time rate applicable to the classification utilized and will be scheduled for a minimum of forty (40) hours per week for each of the weeks the employee is on waivers. If such an employee is scheduled full-time in excess of the sixteen (16) weeks allowed under this provision, Full-time Contributions to the Health and Welfare and Pension funds will begin the first of that same month.

The Employer will notify the Union when an employee initially signs the waiver. The Employer will keep track of the weeks and classification(s) the employee worked as a waiver employee and submit them annually to the Union. The sixteen (16) week waiver can be used for any 1 – 16 week period(s) throughout the calendar year and need not be used or scheduled consecutively. This waiver cannot be used in conjunction with any other waiver during the calendar year this waiver is in effect.

B. Injury/Unplanned Absence Waiver: In the event that a Full-Time employee is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee shall be paid at the applicable rate for the classification utilized and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.

C. Utility to Part-Time Waivers: The Employer may waiver Utility employees to Part-Time for twelve (12) or more weeks from May 1 – January 1.

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

E. Determining Appropriate Pay: Part-Time employees waived to Full-Time will be paid the starting Full-Time rate or the nearest higher wage rate on the Full-Time scale. Utility employees waived to Part-Time will be paid at the next highest Part-Time rate.

F. Benefits: During the waiver/replacement period, the employee will not accrue any benefits (e.g. health and welfare benefits, participation in retirement plans, holiday pay, vacation pay, etc.) other than the appropriate wage rate, except in the case of a bargaining unit employee who is reassigned from a position with the Employer in which that employee currently receives benefits as provided for in this agreement, in which case those benefits will continue to be paid.

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

## **ARTICLE 22**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 23**

### **SUCCESSOR**

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees



and may request, in addition thereto, another thirty (30) days in respect to any individual employees whom the Employer has reason to doubt their performance.

**ARTICLE 24**  
**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 25**  
**TERM OF AGREEMENT**

This Agreement and any Addendums shall take effect upon Ratification and shall continue in full force and effect through April 10, 2022, 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 12<sup>th</sup> DAY OF July, 2019.

FOR THE EMPLOYER:

Name Cayla  
Title Sr. Director, Employee Experience

FOR THE UNION:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 1189

Name [Signature]  
Title PRESIDENT

**APPENDIX "A"**  
**WAGE RATES**

FULL-TIME OVERSCALE INCREASES	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$0.50	\$0.55	\$0.60
PART TIME OVERSCALE INCREASES	<u>5/6/19</u>	<u>4/5/20</u>	<u>4/6/21</u>
	\$0.20	\$0.30	\$0.40
CENTER STORE MANAGER	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$26.12	\$26.67	\$27.27
ALL OTHER (NON-MEAT) DEPT MGR	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$25.72	\$26.27	\$26.87
MEAT & SEAFOOD MANAGER	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$26.87	\$27.42	\$28.02
JOURNEYMAN	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$26.20	\$26.75	\$27.35
APPRENTICES			
6 mo. intervals	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
1	\$23.28	\$23.28	\$23.28
2	\$23.78	\$23.78	\$23.78
3	\$24.28	\$24.28	\$24.28
4	\$24.78	\$24.78	\$24.78
5	\$25.55	\$26.10	\$26.70
JOURNEYMAN	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$26.20	\$26.75	\$27.35
WRAPPERS - HIRED BEFORE MAY 2, 1986	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$23.39	\$24.94	\$25.54
SENIOR RETAIL SPECIALIST EMPLOYEES	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
	\$24.68	\$25.23	\$25.83
WRAPPERS AFTER MAY 1, 1986, & OTHER THAN JOURNEYMEN			
<u>Years</u>	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
START – 1 YEAR	\$17.23	\$17.23	\$17.23
1 – 2 YEARS	\$18.23	\$18.23	\$18.23
2 – 3 YEARS	\$19.23	\$19.23	\$19.23
3+ YEARS	\$22.28	\$22.83	\$23.43

Effective with the 2019 Ratification, all Retail Specialist will move to the new Universal scale below. All Retail Specialists merging to the Universal Employee scale will go to the equivalent or next highest printed rate at the time of merging of scales.

UNIVERSAL			
<u>Years</u>	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
HIRE	\$14.50	\$14.50	\$14.50
6 MONTH	\$15.50	\$15.50	\$15.50
1 YEAR	\$16.50	\$16.50	\$16.50
2 YEARS	\$17.50	\$17.50	\$17.50
3 YEARS	\$18.50	\$17.50	\$17.50
4 YEARS	\$19.50	\$19.50	\$19.50
5 YEARS	\$20.50	\$20.50	\$20.50
6 YEARS	\$22.28	\$22.83	\$23.43

FULL-TIME MAINTENANCE

<u>6 mo. intervals</u>	<u>10/7/19</u>	<u>10/4/20</u>	<u>10/3/21</u>
1	\$9.99	<del>\$9.99</del>	<del>\$9.99</del>
2	\$10.49	\$10.49	<del>\$10.49</del>
3	\$11.04	\$11.04	\$11.04
4	\$12.38	\$12.38	\$12.38
5	\$13.23	\$13.23	\$13.23
6	\$14.08	\$14.08	\$14.08
7	\$20.13	\$20.68	\$21.28

Current Utility employees earning \$9.80 at the time of ratification will move to \$10.60 in the new progression schedule outlined below.

UTILITY

<u>6 mo. intervals</u>	<u>5/6/19</u>	<u>4/5/20</u>	<u>4/6/21</u>
1	\$10.00	\$10.00	\$10.00
2	\$10.25	\$10.25	\$10.25
3	\$10.60	\$10.60	\$10.60
4	\$10.80	\$11.10	\$11.50

UTILITY - Youth under 18

<u>6 mo. intervals</u>	<u>5/6/19</u>	<u>4/5/20</u>	<u>4/6/21</u>
1	\$8.25	\$8.25	\$8.25
2	\$8.50	\$8.50	\$8.50
3	\$8.75	\$8.75	\$8.75
4	\$10.05	\$10.35	10.75

REGULAR PART-TIME AND PRIME-TIME

<u>6 mo. intervals</u>	<u>5/6/19</u>	<u>4/5/20</u>	<u>4/6/21</u>
1	\$10.25	\$10.25	\$10.25
2	\$10.75	\$10.75	\$10.75
3	\$11.25	\$11.25	\$11.25
4	\$11.75	\$11.75	\$11.75
5	\$12.25	\$12.25	\$12.25
6	\$12.75	\$12.75	\$12.75
7	\$13.25	\$13.25	\$13.25
8	\$13.75	\$13.75	\$13.75
9	\$14.25	\$14.25	\$14.25
10	\$14.75	\$14.75	\$14.75
11	\$15.70	\$16.00	\$16.40

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.

**APPENDIX "B"**  
**GROCERY DEPARTMENT**

**ADDENDUM**

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

- 1) A minimum schedule of twenty-four (24) hours per week.
- 2) Six (6) hours of holiday pay.
- 3) Opportunity to declare a desire for twenty-four (24) or more hours per week each six (6) months.

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

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

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

## APPENDIX "C"

### STORE CLOSING

The Employer and the Union agree as follows:

- 1) In the event the Employer permanently discontinues operations at a store whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.
- 2) A regular employee other than a Prime-Time employee having four (4) or more years of continuous employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:
  - a) The employee voluntarily terminates employment or is discharged for just cause prior to the date operations are discontinued; or
  - b) The employee is offered employment at the same location by a successor Employer or is offered employment at another location by the Employer or any other Company having a collective bargaining Agreement with these Unions or with another Union having a labor contract covering similar work in the Twin City Metro area; or
  - c) The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf, or
  - d) The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.
- 3) The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous employment in excess of four (4) but not to exceed a maximum of six (6) weeks' pay. Payment of severance pay shall be subject to any Federal or State withholding requirements.
- 4) For all purposes of this APPENDIX, a Full-Time meat employee is any employee who averaged more than (24) hours during that employee's basic work week for the fifty-two (52) week period immediately preceding termination of employment and continuous Full-Time employment shall mean employment as a regular Full-Time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's straight time hourly rate based on that employee's average weekly hours worked during such fifty-two (52) week period.

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

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

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

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

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

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

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

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

**APPENDIX "D"**  
**MEAT DEPARTMENT**

**LETTER OF UNDERSTANDING BY AND BETWEEN**  
**THE PARTIES TO THIS AGREEMENT**

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



**APPENDIX "E"**  
**MEAT DEPARTMENT**

**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**  
**MEAT DEPARTMENT**

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

**LAMB**

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

**VEAL**

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

**PORK**

Case Ready  
Offal

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

(For historical reference purposes only.)

**LETTER OF AGREEMENT #2**  
**JURISDICTIONAL COMMITTEE**  
**MEAT DEPARTMENT**

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

Case Ready

Ground Beef

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

(For historical reference purposes only.)

March 9, 2008

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

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

- A. As a condition of the Employer's expanded right to sell any and all case-ready and pre-processed products 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 9, 2008 (effective date of the new Articles of Agreement) may be laid off or involuntarily reduced in hours while the Employer retains the ability to utilize the case-ready and pre-processed products as provided above.
- B. This provision shall have no application to: Part-Time employees having no seniority, retirees, "Sunday Only" employees, or employees working on "waivers" in the Meat Department.
- C. This provision shall have no application to layoffs or reduction in hours in the event of store closure or resulting from proven loss of business (excluding seasonal fluctuations), nor to cases of retirement, death, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probation period, or interruption of business due to "act of God."

March 9, 2008

**LETTER OF AGREEMENT #4**

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

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

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

**LETTER OF AGREEMENT #5**  
**Small Stores**

In negotiations for the Lund Food Holdings, Inc. Retail Grocery and Meat Contract, Lund Food Holdings, Inc., Lunds, Inc., Byerly's, Inc., and UFCW Local 1189 reached agreement on the following terms governing the operation of an employer's store containing 35,000 leasable square feet or less.

1. Ratio – Such a store is exempt from the ratio in Article 3 and does not count in total Employer ratio. The employees employed in any such store are not counted in the “total bargaining unit work force” for the ratio calculations in Article 3. Any reductions or changes in ratio shall be obtained through attrition.
2. Required Employees – In any such a store, the Employer will employ no fewer than five (5) Full-Time employees, but will not be required to employ any minimum number of Department Head positions.
3. Sunday – Such a store is excluded from mandatory Full-Time staffing requirements in the Contract for Sunday hours.
4. Prime-Time Employees - If any such store does not have any utility employees, it may employ Prime-Time employees, so long as those Prime-Time employees do not exceed a maximum of twenty five percent (25%) of such store's UFCW Local 1189 bargaining unit workforce. If any such store does have utility employees, it may employ Prime-Time employees, so long as those Prime-Time employees do not exceed a maximum of twenty percent (20%) of such store's UFCW Local 1189 bargaining unit workforce.
5. Complete Agreement – Except as set forth in this Letter of Agreement, the Contract governs the terms and conditions of employment in such stores, including those provisions governing scheduling, layoffs and transfers.
6. Notice to Union – The Employer will notify the Union when it decides to utilize this Letter of Agreement.