

**UNITED FOOD AND COMMERCIAL
WORKER'S UNION,
LOCAL 1189**

GROCERY BARGAINING UNIT

And

MOUNT ROYAL MARKET

2022-2025 CONTRACT

April 24, 2022 to April 20, 2025

**Collective Bargaining Agreement
Area Retail Grocers Alliance
and
UFCW Local 1189
Grocery Unit**

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THIS AGREEMENT is entered into and is effective on the 2nd day of August, 2022, between Mt. Royal Market, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union Local No. 1189, chartered by the United Food and Commercial Workers International Union AFL-CIO and hereinafter referred to as the Union.

ARTICLE 1 INTENT AND PURPOSE

1.1 **Cooperation.** The Employer and the Union in recognition of the need of continuous service through cooperation mutually agree to cooperate fully for harmonious relationship, efficient store operation, and maximum service to store customers.

1.2 **Management Rights.** All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include but are not limited to the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store. No alleged past practice or industry practice shall be binding upon any Employer signatory hereto unless memorialized in writing by the parties and signed by the Union and the Employer.

1.2a. **Deviation.** The Employer may deviate from specific terms and conditions of this agreement in the event of an Act of God or other situation beyond the Employer's control (i.e. power outages or gas leaks) where enforcement of such terms and conditions would cause the Employer harm.

1.3 **Responsibility.** The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its Employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

1.4 **Consideration.** In consideration of the mutual promises herein contained and for the purposes of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 2 RECOGNITION

2.1 **Exclusive Representative.** The Employer recognizes the Union as the sole representative of the Employees in the classifications set forth in this Agreement for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and

working conditions hereinafter specified, excluding the store manager, an assistant store manager hired after September 30, 2014, the full-time bookkeeper, watchmen, guards and supervisors as defined in the National Labor Relations Act as amended.

2.1a Non-bargaining Unit Employee Work. The Store Manager and assistant store manager may perform bargaining unit work. The full-time bookkeeper, if not in the bargaining unit, may only do bargaining unit work to cover unexpected peaks in work load, fill-in for absent employees until a replacement can be found, or when training an employee. Additionally, the Employer may employ management trainees in each store on a one-year basis. There may be an additional extension for up to one year by mutual agreement.

2.2 Single Union. The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to Employees covered by this Agreement.

2.3 Successors and Assigns This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

2.3a Sale of Business. The Employer shall give the Union and the employees affected one week's (7 calendar days) notice of termination of employment where the Employer is terminating or selling the business. An Employee who works less than their normal schedule after the notice shall receive their normal pay. The Employer shall give notice of intent to sell not later than seven (7) days prior to the close of the sale.

2.4 Jurisdiction. This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and this contract and Union representation thereunder shall also extend to any extension, expansion, or relocation of such existing stores now represented by the Union in the geographical area of jurisdiction that is covered under the charter of the Union.

2.5 Leased Space. If any store space is leased out for the purpose of allowing a lease to operate a store department, which work was being performed by the Employer's Employees in the store at the time the store was opened, said lessee operation shall be covered by an appropriate collective bargaining agreement negotiated between the lessee and the Union.

ARTICLE 3 UNION SECURITY

3.1 Union Membership. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union.

3.1a Condition of employment. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its date of execution shall on

the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

3.2 **Union Dues.** The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and uniform assessments from the wages of the Employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

3.3 **Dues Checkoff.** The deduction of the Union dues shall be made on a weekly basis and shall be deducted from the Employee's paycheck each pay period. Dues shall be forwarded to the union office within fourteen (14) days after the last deduction of each month. In the event no wages are due the Employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement to be authorized to alter or amend the functional procedures of this section only if necessary. (The intent of this change is to allow dues to be taken out of the Employee's paycheck each pay period. The Union will work with each Employer's payroll personnel to set up a uniform system of dues deduction and remittance.) The Union shall indemnify the Employer and hold it harmless from any and all claims, demands, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any lists, notice or authorization that shall have been furnished the Employer under any such provisions.

3.4 **New Employees.** The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 above, to have a new Employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the Employee's probationary period, such amount shall be promptly refunded by the Union to the Employee. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees on the first and second Tuesday of each month, from 9:00 pm to 9:15 pm, with the exception of school age new hires who will be excused at 9:00 pm. A second meeting day will be held on the first and second Saturday of each month from 9:00 am to 9:15 am and from 1:00 pm to 1:15 pm to discuss the benefits under this Agreement and of Union Membership. The Union agrees to hold the Employer harmless for any actions or claims made by, or on behalf of employees relating to this clause.

ARTICLE 4 HOURS OF LABOR

4.1 **Basic Workweek.** All scheduled or approved work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week (Monday through Saturday) shall be paid at time and one half (1½) the Employee's regular rate of pay for all hours so worked. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. Part-time Employees shall not be scheduled six (6) days Monday through Saturday except by mutual agreement.

4.2 **Meal Periods.** All time worked shall be consecutive, except up to one (1) hour by mutual agreement shall be allowed for a meal each day if the Employee works more than four (4) hours. The meal to be scheduled as near as possible to mid-shift. No Employee shall be scheduled to work in excess of five (5) hours without a meal period.

4.3 **Duplication of Pay.** There shall be no pyramiding or duplicating of overtime or premium pay, except that the PPIC premium shall be in addition to the Sunday premium and other premium pay for working on a holiday.

4.4 **Call-in Pay.** When scheduled or called to work, Full-time and Part-time Employees, if available, shall receive a minimum of four (4) hours work or pay; except in case of emergency, when call in shall be two (2) hours for all Employees.

4.5 **Minimum Schedule of Hours.** No Employee shall be scheduled for less than eighteen (18) hours per week. This minimum does not apply if the Employee has restricted their availability to less than eighteen (18) hours per week.

4.6 **Union Access to Payroll.** It is agreed that each Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of the Union. The Employer shall furnish the Union with copies of the requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each Employee. The payroll records will be available for a maximum period of one (1) year.

4.7 **Work Schedule Posting.** Work schedules for all Employees shall be made up for a two week period. The schedule shall be posted for any two week period no later than Friday at 2:00 p.m. preceding the first week of the two week period. When posting the schedules, the Employer shall show, in seniority order, the Employee's first and last name on the schedule in ink. All Employees shall have the opportunity prior to the posting of the schedule to request of the Company, in writing, a particular day or days off. Written day-off requests must be received no later than five (5) days prior to the time the work schedule is posted. If the requested day or days off are for a justifiable reason, the Employer will grant the request based on the needs of the business so that the Employee receives their requested day or days off without loss of hours, based on seniority. Untimely requests (those that come in with less than five (5) days' notice), if granted, may result in loss of hours. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the Employee. Employees will notify the Employer in advance when they will not be available for work. Each Employer shall designate a store contact person per written store policy, including contact persons' names and phone numbers, which will be posted on the Employee bulletin board. The Employer will provide schedules for all employees in all departments, performing bargaining unit work, to the Union on the date in which the schedules are to be posted in the stores. The method by which

schedules are supplied will be consistent with the Company current practice, as may be updated from time to time.

4.8 **Absences.** Employees, if absent, shall call in daily, and shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the Employee shall report their availability for work at least twenty-four (24) hours prior to the time that the employee expects to report for work or prior to the time the Employer makes up the schedule for the next week. Absence from work without a reasonable excuse (e.g. no-call / no-show) shall be grounds for immediate termination of employment.

4.9 **Rest Periods.** Each Employee who works more than (4) hours shall receive a fifteen (15) minute paid rest period. Employees who work seven (7) hours per day or more shall receive two fifteen (15) minute paid rest periods, one before lunch and one after lunch.

4.10 **Pay Frequency.** Employees shall be paid in full for all time spent in the service of the Employer. All Employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis. Employer may implement a bi-weekly (every other week) payroll during the term of the agreement provided Employer's implementation of such a biweekly payroll includes providing not less than a 30 days advance notice and it starts in a month that has three pay periods.

4.11 **Company Meetings.** Required attendance at company meetings shall be paid at the Employee's regular wage rate for the time actually spent at the meeting. Any meetings in excess of four per calendar year shall entitle the Employee to no less than the guaranteed call in time at the proper hourly wage rate, inclusive of premium rates and overtime if applicable.

4.12 **Technological Changes and Automation.**

A. The parties recognize that automated equipment and technology is now available and will be available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities for bargaining unit employees. At the same time, the Union recognizes the Company has the right to avail itself of modern technology and automation. With this common objective, the parties agree as follows: In the event the Employer introduces technological changes, which for the purposes of this article is defined as price marking and electronic scanners that would result in the elimination of bargaining unit work, sixty (60) days advance notice of such change will be given to the Union. Less than sixty (60) days advance notice of such change will be appropriate if the Employer is unable, due to sales or marketing difficulties or circumstances that reduce the Employer's ability 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 employee.

2. Where retraining is not applicable or possible, the Employer will make every effort to affect a transfer of the effected employee to another store.
3. In the event an employee is not retrained or transferred, and is permanently displaced as a result of major technological changes, as defined above, the Employer agrees that it will bargain with the Union over the effects of such displacement.

C. It is further agreed and understood between the parties that the layoff provisions contained in this Agreement shall be complied with in the event of any technological changes causing layoff.

4.13 All demo and sampling of any products produced in house shall be considered bargaining unit work and shall be compensated at the Food Handler rate of pay and benefits. All demo and sampling hours will count towards the weekly scheduled hours of the individual. Staffing of demo and sample work shall be by volunteers by department seniority first. If there aren't enough volunteers within the department then volunteers by other departments will be given preference based on hire date. If there is an insufficient number of volunteers, then the Employer may either assign by inverse seniority the most junior employee on straight time within the department, or staff from outside of the bargaining unit. Volunteers will be sought using a sign-up sheet.

ARTICLE 4A

SUNDAY OPERATIONS

Sunday retail operations shall be permitted subject to the following provisions:

4A.1 *Sunday part of Regular Workweek.* Sunday operations shall be part of the regular workweek but shall be conducted according to the terms and conditions contained in this Article.

4A.2 *Sunday Volunteers.* Regular Union Employees shall be given the first opportunity to volunteer for Sunday work. Sunday work shall be scheduled by seniority among those who volunteer for Sunday work depending upon the needs of the Employer. Volunteers shall timely indicate their availability to be scheduled for Sunday work at least two weeks in advance of the Sunday to be worked. No regular Union Employee, however, shall be required to work on Sundays except as provided herein.

4A.3 *Full-time Employees.* A separate schedule shall be posted, for qualified Full-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. Sunday full-time work shall be rotated among qualified Full-time Employees who volunteer so as to distribute the Sunday work equally to Full-time volunteer Employees. No Employer is required to use Full-time Employees on Sunday. Full-time Employees hired before 5/1/05 shall receive time and one-half (1½) for all hours worked on Sunday.

4A.4 Part-time Employees. A separate schedule shall be posted for qualified Part-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. If the list of volunteers exceeds the number of hours of work that is available, Sunday part-time work shall be scheduled by seniority among qualified Part-time Employees who volunteer. All Part-time Employees hired before 5/1/05 who work on Sundays shall be paid premium of \$.50 per hour over their regular hourly wage rate.

4A.5 Non-Food Handling Employees. A separate schedule shall be posted, for qualified Non-Food Handling Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. If the list of volunteers exceeds the number of hours of work that is available, Sunday Non-Food Handling work shall be scheduled by seniority among qualified Non-Food Handling Employees who volunteer.

4A.6 Sunday Only Employees. If the number of volunteer Employees is insufficient to adequately staff the store for Sunday operations, Employer may hire new Employees to work only on Sundays. The new hires shall be paid at the union scale wage rate for Sunday work. If any new hire who is on the Sunday only schedule works any other day in addition to Sundays, the new hire shall be paid at the rate of one and one-half (1½) times the union scale wage rate for all hours, including the Sunday hours, worked that week. No Employee benefits shall accrue to any new hire working Sundays only. Employer shall certify in writing to the union within 30 days of date of hire, the name of any "Sunday only" Employee. Employer may revoke Sunday only status by providing written notice to the union.

4A.7 Scheduling by Inverse Seniority. If the number of volunteer Employees in each part-time seniority category described on paragraph 10.6 below is insufficient to adequately staff the store for Sunday operations, the Employer shall first schedule, by inverse seniority, part-time Employees hired after November 30, 1987. If additional part-time employees are required in any part-time seniority category, the employer may schedule, by inverse seniority, up to fifty percent (50%) of the part-time Employees hired prior to November 30, 1987, to achieve a sufficient number of Employees to adequately staff the store on Sunday. The Employer may use Non-Food Handling Employees for Sunday part-time work but the Employer shall not be required to train such Employees.

4A.8 Restriction on Sunday Scheduling for Senior Part-time Employees. No Employee hired prior to November 30, 1987 shall be required to work more than three (3) Sundays in any two (2) month period. Any Sunday which an Employee hired prior to November 30, 1987, has worked voluntarily shall be counted as one of the Sundays in the two month period.

4A.9 Sunday Premium. There shall be no Sunday premium pay for any Employee hired after 4/30/05.

4A.10 Application of Sunday Hours to Benefit Calculations. Sunday hours of employment shall not be subject to minimum scheduled hours requirements nor shall Sunday hours be counted to determine Full or Part-time Employee status. Sunday hours shall be included in all other appropriate Employee benefit computations including wage progression, minimum call-in hours, vacations, holiday pay, and pension.

4A11. Sunday 8 Hour Shifts. If the Employer schedules any 8 hour shift(s) on Sunday, an Employee desiring to work that shift may select it based on seniority if available and qualified to do the work.

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

5.2 Over-rate Wages. The Employer shall have the right to adjust wages of its Employees provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period. When an adjustment is made, an Employee shall be given credit for the hours and/or years of service and progress from that point, for wage purposes only. Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay than those herein specified, shall suffer no loss as a result of this Agreement.

5.3 Tools. Tools shall be furnished by the Employer and maintenance of tools shall be on the Employer's time. All tools and equipment shall be maintained in an operable condition.

5.4 Employee Work Conduct. All Employees shall present themselves on time, ready for work, clean and neat in appearance, in accordance with written company policies, and shall not at any time conduct themselves in a way that will reflect unfavorable upon the Shop, the Employer and the Union.

5.5 No Conflicting Agreements. No Employee shall make any written or verbal agreement that will conflict with this Agreement.

5.6 WIC Violations/Bad Checks. No Employee shall be required to make good any bad checks cashed or any dishonored food stamp or WIC voucher, unless said checks have been cashed or such food stamp or WIC voucher has been accepted in violation of store rules and/or state and federal regulations that have been posted in a conspicuous place in the store for at least thirty (30) days and copied to the union. An Employee will receive one (1) warning notice of an infraction of these policies before being required to reimburse Employer for such a loss.

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

5.8 **Union Responsibility.** The Union shall use its best efforts as a labor organization to enhance the interests of the company as an Employer of Union labor.

5.9 **Union Buttons.** Members of the Union may wear a Union button when on duty.

5.10 **Bulletin Board.** The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.

5.11 **Safety and Health.**

A. Commitment to Safety

1. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard.
2. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.
3. The Employer will establish and publish a written policy setting out its guidelines for employees' safety and store security. These guidelines shall make clear that no employee is required to take action in response to theft or security incidents which may endanger the safety of the employee.

B. Safety Training

The Employer will provide training to its employees as to how they should perform their jobs safely and employees shall be paid for said training. The Employer will not allow any employee to operate any equipment or handle hazardous materials until the employee has received all relevant training.

C. Protective Equipment

1. The Employer shall continue to provide necessary PPE at its own cost.
2. The Employer shall continue to maintain anti-fatigue mats where appropriate in the store.

D. Safety Meetings

1. Safety meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and meeting outcomes will be posted in-store for all employees to review and provide feedback.
2. A storewide committee will be composed of one (1) union appointed bargaining unit member, one (1) Union Representative or designee, two (2) store employees and up to two (2) Employer representatives.

Should the Union appointed member be unable to make a committee meeting, then another union member that does not hold the role of Department Manager will participate.

3. Employees shall be paid for any time spent in safety meetings.

5.12 **Physical Exams.** If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

5.13 **Military Service.** The Employer will comply with the applicable laws of the United States concerning the re-employment of persons entering and leaving the military service of the United States.

5.14 **Non-Discrimination Clause.** The Employer and the Union agree not to discriminate against any individual with respect to their hiring, compensation, terms of conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee employment opportunities because of race, color, religion, sex, national origin, age or disability.

5.15 **Meat Stocking.** The Store may use a non-meat department employee to stock fresh meat products and ad items from the meat cooler as necessary if a meat department employee is not available and no meat department employee has been reduced in hours.

5.16 **Active Ballot Club Checkoff.** The Company agrees to deduct amounts designated by Employees for the UFCW Active Ballot Club (ABC) when the Company has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Company agrees to remit the ABC contributions to Local 1189 in the same manner as the Union dues.

ARTICLE 6 LAUNDRY-UNIFORMS

6.1 **Employer Provided Uniforms.** In the event the Employer requires its Employees to wear smocks, aprons, jackets, caps, uniforms, or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the Employees drip-dry uniforms, and the Employees accept the same, the Employees shall launder the uniforms. Jackets or rain gear for Employees working outside will be available for inclement weather. Jackets for unloading trucks will be available.

6.2 **Change in Uniform Policy.** Where the Employer is presently furnishing and maintaining uniforms, it shall continue to do so. In the event of any change in uniforms or uniform policy, the Employer will give the Union thirty days' notice prior to any change. During that 30-day period, the Union will be permitted to comment on uniform or policy changes.

**ARTICLE 7
NO STRIKE NO LOCKOUT**

7.1 *Unauthorized Work Disruptions.* The Employer agrees not to engage in any lockout of Employees and the Union agrees that it will not engage in any strikes during the term of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all Employees participating therein.

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

**ARTICLE 8
VACATIONS**

Full-time (FortyPlus) Employees

8.1 *Vacation Benefit.* Full-time Employees shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, three (3) weeks after the eighth year, and four (4) weeks after the fifteenth year.

8.2 *Vacation during Holiday Week.* Full-time Employees taking their vacation during a holiday week shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.3 *Vacation Pay Calculation.* Vacation pay for Full-time Employees shall be at the Employee's straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the Employee is entitled, inclusive of overtime, not to exceed forty (40) hours per week.

8.4 *Vacation Pay Proration.* Full-time Employees with 6 months of service who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year.

8.5 *Part-time Vacation Credit.* Part-time Employees who move into a full-time position with the same Employer shall receive credit for years of service on their vacation schedule for time spent as a Part-time Employee. Example: A Part-time Employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the Employer. That Employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

Part-time (including ThirtyPlus) Employees

8.6 **Vacation Benefit.** Part-time Food Handling Employees hired before May 1, 2005 shall be entitled to vacation of three (3) weeks after the seventh (7th) year and four (4) weeks after the fifteenth (15th) year. Part-time Food Handling Employees hired after April 30, 2005 shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the eighth year.

8.7 **Vacation Pay Calculation.** Vacation pay shall be based on the average number of hours worked on a weekly basis during the year. "During the year" means the fifty-two (52) weeks immediately preceding the Employee's anniversary date.

8.8 **Vacation Pay Proration.** Part-time Employees with one year or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year.

8.9 **Part-time Nonfood Handling Employees.** Part-time Nonfood Handling Employees, Baggers, and Utilities, shall be entitled to annual vacation of one (1) week of paid vacation after two (2) years of employment and two (2) weeks of paid vacation after five (5) years, based on average hours worked.

Applicable to Full-time and Part-time Employees.

8.10 **Vacation Preference.** Vacation shall, as far as possible, be granted for the period preferred by the Employee, but should the granted time requested by the Employee interfere with the operation of the business, the Employer and Employee will mutually arrange a vacation time as near as possible to the time desired by the Employee that will not interfere with the operation of the business.

8.11 **Vacation Blockout.** The Employer may block out three (3) weeks during the year. During these three (3) weeks, no vacation shall be scheduled. The three (3) weeks that the Employer chooses to block will be indicated prior to the January 1st vacation selection date and may not be modified once set.

8.12 **Vacation Signup.** A vacation sign up schedule shall be posted the first banking day following January 1st of each year. Employees taking a full week of vacation or longer may request that their vacation period include a full week end. The Employer shall grant such request unless there is a justifiable reason to deny such request. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior employee notified the employer of their requested vacation dates in writing prior to March 1st of each year. After March 1st, vacation dates shall be scheduled on a first come-first served basis without regard to seniority and not subject to bumping. The Employer will approve the vacation sign-up by March 15th each year. In

all other cases, each Employee will be notified of their vacation period within two (2) weeks of receiving the employee's written request.

8.13 *Vacation Changes.* The Employer reserves the right to make changes in vacation periods when considered advisable for efficient operation. If a vacation week that was granted and approved prior to March 1st becomes available after March 1st, that vacation time shall be offered in order of seniority. Vacations for each year must be taken during the year or be forfeited, with the exception of unusual and compelling circumstances acceptable to the employer. Requests will not be unreasonably denied.

8.14 *Minimum Vacations.* In each store, the following may be gone on vacation at any one time: A minimum of one Full-time grocery Employee; one Part-time grocery Employee. In no instance may more than one department head be on vacation at the same time.

8.15 *Workers Compensation.* An Employee absent from work because of worker's compensation injury will have the time absent from work counted as time worked for a period of up to eight (8) weeks.

8.16 *Single Vacation Days.* Employees with two (2) or more weeks of vacation may take one (1) week of vacation in single day increments. Single vacation days will be scheduled on a mutually agreeable basis with a minimum notice of the week before the schedule is posted. Full weeks shall take precedence over single vacation days. Single days will be selected following full week vacation sign up and will be granted on a first come, first serve basis, based on the criteria set forth in Section 8.11 above. Employees may take single day vacation time off in a minimum of 4-hour increments (or the balance, if less than 4 hours) for any approved absence.

8.17 *Store Vacation Deviations.* In those stores where mutual agreement can be achieved, a procedure for vacation selection shall be adopted as a matter of company policy.

Personal Days

8.18 *Full-time (FortyPlus) Employees.* Two (2) additional personal days off with pay shall be granted to Full-time Employees hired before May 1, 2005 by mutual agreement between the Employer and the Employee so that Employees on an individual basis will have a three-day weekend counting their regular day off. Full-time Employees hired after April 30, 2005 shall be granted two (2) personal days with pay after five (5) years of employment. Personal day pay shall be eight (8) hours per day for eligible Full-time Employees.

8.19 *Part-time (including ThirtyPlus) Employees / Nonfood Handling Employees.* Part-time Food-Handling Employees hired prior to June 29, 2008 and Part-time Non-Food Handling Employees hired before May 1, 2005 will receive two (2) personal days. Personal day pay shall be seven (7) hours per day for eligible Part-time Employees.

ARTICLE 9
HOLIDAYS
General

9.1 **Designated Holidays.** For purposes of this contract, the following days are holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees shall not work on Christmas Day and after 4:00 p.m. Christmas Eve. It is agreed that no Employee shall work after 4:00 p.m., December 24, Christmas Eve.

9.2 **Holidays falling on Sunday.** In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article except that Christmas Day shall always be observed as a holiday on December 25th.

9.3 **Overtime Pay.** All Employees with one (1) or more years of service who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Easter Sunday shall be paid at time and one-half (1½) their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits, which may accrue under this agreement.

9.4 **Non-counted Hours.** All Holiday hours actually worked shall not be included in health plan part-time / full-time contribution calculations, except for determining the minimum hours requirement for health fund contributions, or for pension contributions. Holiday pay will not be included when calculating overtime or part-time / full-time status.

9.5 **Holiday Volunteers.** Employees can volunteer to work on holidays and such opportunities will be assigned by seniority consistent with efficient operation of the store. If there are insufficient volunteers in a seniority category, the Employer may schedule Employees to work on holidays by inverse seniority. In no event will an Employee be required to work on two successive holidays on which the store is permitted to be open for business, provided the store can achieve necessary staffing levels. (This provision is intended for use in the smaller stores and in classifications of 3 employees or less.)

Full-Time (FortyPlus) Employees

9.6 **Full-time Holiday Pay.** Full-time Food Handling Employees who have completed a full year of employment shall receive eight (8) hours straight time pay for any of the above-mentioned days, if the Employee has worked during the holiday week their scheduled day before and scheduled day after the holiday, except for bona fide illness.

9.7 **Grandfathered Good Friday Pay.** Full-time Employees hired before May 1, 2005 shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. The time off shall be determined by mutual agreement between the Employer and the Employee affected.

9.8 **Christmas Workweek.** During the week in which Christmas Eve and Christmas Day occurs, the basic work week shall be twenty-nine (29) hours for Full-time Employees hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005.

9.9 **Christmas Workweek when Christmas Eve falls on Saturday.** When Christmas Eve falls on Saturday, the preceding basic work week will be thirty-seven (37) hours for Full-time Employees hired before May 1, 2005, and the following basic work week will be thirty-two (32) hours for Full-time Employees hired before May 1, 2005. All time worked in excess of that adjusted basic work week hours for Christmas Eve and Christmas Day shall be paid for at one and one-half (1½) times the Full-time Employee's regular rate of pay for Employees hired before May 1, 2005.

9.10 **Christmas Workweek when Christmas Eve falls on Sunday.** When Christmas Eve falls on Sunday (the first day of the payroll period) the prior basic workweek is 40 hours. The week in which Christmas Eve and Christmas Day falls is a 29 hour work week for Full-time Employees hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005. Time and a half (1½) will be paid for all hours worked by Full-time Employees hired before May 1, 2005 from Monday through Saturday in excess of the 29 hours for that week. (Full-time Employees hired before May 1, 2005 will receive 40 hours of pay for 29 hours work).

9.11 **No Christmas Eve Deduction.** No deduction shall be made for time not worked after 4:00 p.m., December 24, Christmas Eve.

Part-time Employees (including ThirtyPlus Employees)

9.12 **Part-time Holiday Pay.** Part-time Food Handling Employees, Baggers, Utilities and Part-time Non-Food Handling Employees, who have completed 7 consecutive years, working in any holiday week, and who have worked their last scheduled work day before, the holiday itself (if scheduled), and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to 6 hours of holiday pay.

9.13 **Grandfathered Part-time Christmas Eve Pay.** All Part-time Food Handling Employees hired before May 1, 2005 normally scheduled to work after 2:00 p.m. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay.

9.14 **Good Friday/Christmas Eve Disputes.** For the purposes of Good Friday and Christmas Eve pay, no Employee hired before May 1, 2005 shall be rescheduled during these weeks to avoid payment of holiday pay. Should a dispute arise with respect to an Employee being rescheduled, the Employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay. If an Employee is on vacation during any of the seven (7) weeks to be reviewed under the provisions of this section, that vacation week shall be disregarded and the next previous week will be added for the purposes of this section.

ARTICLE 10 SENIORITY

General

10.1 **Definition.** Seniority shall be defined as the length of continuous service with the Employer while working under the jurisdiction of this Agreement.

10.2 **Seniority Date.** The date of employment or hire shall be the date when the Employee first punched in for training. Where two or more Employees have the same date of hire or employment, relative seniority shall be established by the order in which Employees first punched in on that date with the earliest time being the most senior.

10.3 **Employee Classifications:**

(a) **FortyPlus Employees.** *FortyPlus* Full-time Employees shall be any Employee who works forty (40) hours or more per week, Monday through Saturday, for four (4) consecutive weeks.

(b) **ThirtyPlus Employees.** *ThirtyPlus* Part-time Employees shall be any Employee who works less than forty (40) hours per week but thirty (30) hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(c) **Grandfathered Part-time Employees.** Part-time employees on the payroll as of September 30, 2014 who average less than 30 hours per week Sunday through Saturday and have been employed with the Employer for three (3) full years or more as of September 30, 2014.

(d) **New Part-time Employees.** Part-time employees who average less than 30 hours per week Sunday through Saturday and have been employed with the Employer for less than 6 continuous months, Part-time Food Handling hired after September 30, 2014, and Non-Food Handling Employees promoted to Part-time Food Handling positions after September 30, 2014

(e) **Non-Food Handling Employees.** Non-Food Handling Employees shall be Employees whose principal duties do not include handling food items.

10.4 **Seniority Categories.** A separate seniority list shall be prepared for Full-time Employees and one for Part-time Employees in the following seniority categories:

1. Stockers including frozen foods, dairy, grocery
2. Produce stockers
3. Cashiers, including service counter, scanning, and part-time bookkeepers
4. Bakery, including cake decorators
5. Deli
6. Non-food

7. Pharmacy Technician

It is understood that the above seniority categories define the principal duties of Employees working in those categories. However, nothing herein prevents the Employer from assigning any Employee to perform any and all available work in order to keep the Employee fully occupied during their work day and to ensure efficient store operations.

10.5 Layoff/Recall. Seniority shall prevail in regard to laying off and recalling provided the Employee is qualified to do the work available and works at the contract rate. Seniority may be exercised for layoff and rehire against the most junior Employees within each seniority category as provided for in Paragraph 10.3 within each store.

10.6 Seniority Posting. Seniority listings of all Employees employed by the Company in each individual town shall be posted in a conspicuous place in each store and kept current.

10.7 "Classified" Positions. The Employer may in its sole discretion select and place Employees in classified positions without regard to seniority. All newly classified Employees shall have a six-month probationary period during which time the Employer may remove them without recourse to the arbitration procedure. No Employer shall be required to establish all the classified positions described in this agreement. However, once an Employer establishes such a classified position, the Employer must maintain and keep that position filled unless otherwise agreed to in writing by the Union. Classified positions need not be maintained if there are reasonable grounds for eliminating the position or in cases of attrition, which shall include resignation, termination, retirement, transfer, or entire department elimination. Under no circumstances will the Employer have less than the three (3) classified positions outlined in Section 21.8. All classified Employees as provided for in this Agreement shall acquire super seniority in the store where they are employed. Removal of an Employee from a classified position is subject to the grievance and arbitration provisions of this agreement.

10.8 Category Transfers. Any Employee who voluntarily transfers from one seniority category to another shall retain seniority in the seniority category from which the employee transferred for 6 months and will not establish seniority in the new category until the employee has been continuously employed in the new category for at least 6 months. After being continuously employed in the new category for at least 6 months, the Employee's seniority date shall then be established in the new seniority category only. Any Employee who is involuntarily transferred from one seniority category to another shall continue to hold seniority in the category from which the employee was transferred. It is understood that the Employer may temporarily transfer Employees from one seniority category to another without regard to seniority for purposes of efficient store operations and to provide necessary training to the particular Employee. It is expected that no Employee will be temporarily transferred to a new seniority category for purposes of training for in excess of 6 months.

10.9 Reasonable Accommodation. If an Employee holding seniority in a seniority category is unable with reasonable accommodation to perform the essential functions of their regular job due to a disability, a reasonable effort will be made to place the Employee in another seniority category where the employee is able to perform the essential functions with reasonable accommodation, provided there is an opening in the seniority category. The effort will be made in a lateral or lower seniority category. Such transfers may be permanent when in the judgment of the Employer based on competent medical evidence the Employee will not again be capable of performing the essential functions of the Employee's regular job. In the event such a transfer is temporary, when in the judgment of the Employer based on competent medical evidence the Employee is again capable of performing the essential functions of the Employee's regular job, the Employee will return to their regular job, seniority permitting.

10.10 Specially Trained Positions. Future openings within a seniority classification requiring special training because of the unique duties of the position will be based on Employee qualifications and seniority.

10.11 Loss of Seniority. An Employee shall cease to have seniority if the Employee:

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return to employment after layoff, and reasonable notice of recall;
- D. Is unavailable for work for any reason except military service for a period of one (1) year or more;
- E. No Employee shall lose seniority because of sickness or accident subject to this one (1) year limitation, except as provided for in Article 19.1B as long as the Employee complies with all medical restrictions and requirements,
- F. After six (6) months as a Supervisory Employee; or
- G. Is absent from work without proper notice to the Employer and/or without a reasonable excuse.

Full-time Employees

10.12 Non-voluntary Reduction in Hours. A Full-time Employee reduced in hours to below forty (40) hours per week may elect to (1) displace a less senior Full-time Employee's hours in the same seniority category on a weekly basis within their store; or (2) displace a less senior Full-time Employee's hours in the same seniority category within the city on a weekly basis; or (3) displace the most senior Part-time Employee within the store in the same seniority category on a weekly basis. Such Full-time Employee must be qualified and available to perform such work in each instance.

10.13 Seniority Effective Date. New Full-Time Employees or Full-time Employees whose seniority has been terminated in accordance with Section 10.11 shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire.

Part-time Employees

10.14 Seniority Effective Date. New Part-time Employees or Part-time Employee whose seniority has been terminated in accordance with Section 10.11 shall obtain seniority after sixty (60) days from their date of employment, at which time their seniority shall take effect and date back to their last date of hire.

10.15 Scheduling by Seniority. No less senior Part-time Employee in a seniority category will be scheduled for more hours than a more senior Part-time Employee in that same category unless the senior Employee has restricted their availability except that night stockers may be scheduled on a weekly basis for more or less hours than other Part-time Employees.

Restricted availability includes, by way of example and not limitation, requested days off (including school schedules), day care conflicts requiring scheduling limitations, and scheduling limitations relating to other employment. Sunday hours shall not be included in determining whether a less senior Employee is scheduled for more hours than a more senior Employee.

10.16 Scheduled Hours Disputes. In the event a dispute arises concerning Employee scheduling, the affected Employees' hours worked in the past 30 days shall be reviewed. If after excluding all unworked hours offered to but declined by the senior Employee, the Employer will increase the complaining senior Employee's schedule to make up for the lost hours at a mutually agreed upon date and time.

10.17 Scan Coordinators. Scan coordinators will be scheduled separately and such schedules shall not be subject to grievances relating to scheduled hours differentials between senior and junior Employees. When available scanning hours are insufficient to fill a weekly schedule, scan coordinators may be scheduled for cashier shifts where necessary (based on cashier seniority) to complete a weekly work schedule. An employee working as a Lead Scan Coordinator shall receive premium pay of \$1.50 per hour for all "scanning hours" worked as a Lead Scan Coordinator. An employee working as a Backup Scan Coordinator shall receive premium pay of 75¢ per hour for all "scanning hours" worked as a Backup Scan Coordinator."

10.18 Part-time Promotions to Full-time. When an opening occurs for Full-time Employees, Part-time Employees shall be given the first opportunity to fill such opening, provided they have the ability and are available to perform the work. All full-time openings (exclusive of classified positions) shall be posted. All postings must remain posted for a period of not less than one week. Interested and available Employees shall acknowledge their interests in filling the position by signing the posting. Part-time Employees within the

seniority category who have signed the posting and have the qualifying abilities and are available will receive fifty percent (50%) of all full-time job openings in that particular seniority category based on seniority. If no such Part-time Employees in the category apply who are qualified and available, the Employer is free to pick whoever it chooses to fill the vacancy.

10.19 *Rescheduling / Discrimination.* Seniority will not apply to the rescheduling of hours of work of Part-time Employees, except as provided herein. No Part-time Employee shall have their hours reduced in an effort to discriminate against said Part-time Employee.

Nonfood Handling Employees

10.20 *Limited Duties.* The duties of Non-Food Handling Employees shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; floor maintenance anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; returning shopping carts to the store; cleaning areas around the check out lanes; cleaning and re-facing shelves; cleaning rest rooms; collecting and sorting bottles; disposing of trash and rubbish; hanging of window signs and washing of store windows; cleaning all areas in the store; repair or maintenance work in all store areas; pulling cardboard; returning unsold merchandise to shelves, removing merchandise from the shelf and replacing merchandise to the shelf in case of equipment breakdown and house cleaning, and stocking, pricing, marketing and selling non-food items such as by way of examples those listed in 16.5 (1), (2) and (9).

If a Non-Food Handling Employee performs duties at the specific direction of the Employer other than as defined in Section 10.20 above, the employee shall receive the top part-time rate or starting full-time food handling rate, whichever is higher for all hours worked that day by the Non-Food Handling Employee.

10.21 *Part-time Non-Food Handling Employee Promotions to Part-time.* The Employer shall give Part-time Non-Food Handling Employees who have the qualifying abilities and are available, 50% of all part-time food handling job openings regardless of seniority. If no Part-time Non-Food Handling Employee has the qualifying abilities or is not available, the Employer may hire a new Part-time Employee. If a new Employee is hired, the next part-time food handling position must be offered to the Part-time Non-Food Handling Employees who are available and have the qualifying abilities to perform the work. Part-time Non-Food Handling Employees moving to part-time food handling positions shall receive the next higher food handling Employee part-time rate above the rate last received by that Employee as a Part-time Non-Food Handling Employee and shall be deemed, for the purposes of wage progression, to have accrued the requisite hours applicable to that rate.

ARTICLE 11 UNION LABEL CARDS

11.1 **Card Display.** The Union label, card or decal is the property of the Local Union No. 1189 at all times and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 12 EMPLOYMENT TERMINATION

12.1 **Notice to Employer.** The Employer shall be entitled to two (2) week's notice of an Employee's intention to quit. Failure to give such notice shall result in a forfeiture of vacation pay for a period equal to the time deficiency in giving notice. The effective date of the Employee's voluntary termination is the last day the Employee actually works unless otherwise specifically agreed to in writing by the Employer. Pension contributions, but not health insurance plan contributions, will be made on all accrued vacation and personal day hours paid at termination. Employees discharged for dishonesty or for willful destruction of property shall forfeit all vacation and holiday pay earned and accrued, but not taken, to date of discharge.

12.2 **New Employee Probationary Period.** Any new Full-time Employee shall be subject to discharge at the option of the Employer during the first thirty (30) days of employment after the last date of hire. Any new Part-time Employee shall be subject to discharge at the option of the Employer during the first sixty (60) days of employment after the last date of hire. The probationary period may be extended an additional thirty (30) days upon written notice from the Employer to the Employee affected and the Union.

12.2A **Special Probationary Period.** The parties understand that a large number of Employees will be hired for the opening of a new store. For this reason, any Employee who is hired before and within seven (7) days after the official opening of the store shall have a probationary period of ninety (90) days instead of the probationary period set forth in 12.2, which would normally apply under the terms of this Agreement. Further, it is understood that the provisions in paragraph 10.7 relating to promotions will not apply until Employees have completed their probationary period.

12.3 **Employee Discharge.** The Employer shall not discharge nor suspend any Employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such Employee to the Employee in writing and a copy of the same to the Union. No warning notice need be given to an Employee where he is discharged if the cause for such discharge is dishonesty, possession on store premises (including Employer's parking lot) of illegal drugs or drug paraphernalia, reporting for work intoxicated or drinking on the job, use of illegal drugs on the job, fighting or threatening violence, absence from work without a reasonable excuse, willful insubordination, violation of an established written work rule or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal from the payroll for a period of time with the right to be

reinstated without loss of seniority at the end of said period of time. Employer may delay up to 14 days to serve a disciplinary suspension when in the opinion of the Employer the needs of the business would suffer if a disciplinary suspension was served immediately following the determination of a disciplinary suspension. The Employer may assess a lesser penalty on an individual Employee where discharge without warning notice is appropriate based upon the Employee's culpability, involvement, responsibility, mitigating special circumstances, or other relevant criteria. The lesser level of discipline short of immediate termination of employment based on individual employee mitigating circumstances shall not establish any precedent or past practice.

12.4 Discharge Notice, Investigation and Appeal. All discharges must be by proper written notice to the Employee and the Union affected. Any Employee may request an investigation as to their discharge or suspension. Should such investigation prove that an injustice has been done an Employee, the employee shall be reinstated and compensated at their usual rate of pay while the employee has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.

12.5 Warning Notices. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. However, all warning notices and other notification of discipline will remain in an Employee's file even if no longer in effect.

ARTICLE 13 AGREEMENT VIOLATIONS

13.1 Back Pay Limitation. All claims for back pay for loss of wages arising under this Agreement on account of any violations of the terms hereof must be made in writing within sixty (60) days from the pay day following the accrual of the claim, and if not made within such period a claim will be barred. The Employer shall not be required to pay back pay on grievance for more than a ninety (90) day period prior to the filing of the grievance.

13.2 Willful Denial of Wages. If the Employer willfully fails to grant wage increases in accordance with the contract or willfully fails to pay Non-Food Handling Employees the proper rate of pay when they do work outside the limitations as provided in Article 11, Section 11.9 herein, the penalty assessed shall be in an amount double that provided for, but shall not exceed one hundred eighty (180) days.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

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

- A. Between the Employee affected and their department head.
- B. By a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
- C. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of the Agreement which has not been resolved in Steps A or B above, will be reduced to writing within ten (10) days of the meeting in Steps A or B above. Once reduced to writing, representatives of the Union and the Company will meet in an effort to resolve the grievance. The Company HR Department shall issue a written response within 10 calendar days of the meeting.
- D. Should the dispute, difference or grievance not be resolved in Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation (BMS), or Wisconsin Employment Relations Commission (WERC) will be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.
- E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon) the matter may be referred to binding arbitration. Such request for arbitration must be within ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).
- F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an arbitration panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names.

Either party may request a second panel of arbitrators but the party requesting the second panel shall pay for the list. The Arbitrators will be selected by the parties alternately striking names until one (1) Arbitrator is left. The order of strikes will be determined by lot.
- G. The decision of the Arbitrator shall be final and binding upon all parties. However, the Arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement. Either party may request a review of an Arbitrator's decision, if either party believes the Arbitrator exceeded their authority, made a mistake of law, or otherwise disregarded the clear and unambiguous language of the Agreement.
- H. The expense of the Arbitrator, transcription, and hearing room shall be the responsibility of the party not prevailing in arbitration.
- I. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved Employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Board.

J. Except in cases of termination, all disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 within thirty (30) days of the alleged violation. In cases of wage disputes in which sixty (60) days will be the time limit. These time limits, and the time limits in 14.1, C, D, & E are binding and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties. The Employer will forward all Corrective Action Notices issued to Employees to the Union within three (3) days of receipt by the Employee in order for the Union to comply with the time frames of Article 14. If not received in a timely manner, such failure shall only extend the time for filing the grievance, but shall not void the action taken. The Union shall stamp all such notices with the date received.

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

ARTICLE 15 HEALTH AND WELFARE AND PENSION

General

15.1 **Trust Funds.** The Employer agrees to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund (Health and Welfare Fund) and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund (Pension Fund), copies of which have been furnished to and read by the Employer prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. The Employer irrevocably designates the employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

15.2 **Contribution Payments.** Health fund contributions and the Pension Fund contributions shall be made on a "monthly" basis. For contribution purposes a "month" means a health fund/pension fund contribution period that is either four weeks or five weeks in length. There shall be 12 contribution periods each year. Four contribution periods shall be 5 weeks and 8 contribution periods shall be 4 weeks.

15.3 **Interest and Liquidated Damages.** Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all Employees for whom contributions are required by this Agreement. The failure of an Employer to pay all amounts due within thirty (30) days following the due date shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the

amount due plus all costs and reasonable attorneys' fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the delinquent contribution amount and liquidated damages at the interest rate charged by the IRS on delinquent or deficient tax returns.

15.4 *Effect of Non-payment of Contributions.* If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorney fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in its payments to the Trust Fund shall make such Employer primarily liable and responsible to its Employees or Employees' estates for any claim for benefits accruing to such Employees or Employees' estates which would otherwise be due such Employees or Employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from its liability to make the payments due the Trust Fund, including the liquidated damage payment.

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

15.6 *Effect of Non-payment by other Employers.* Non-payment by any other employer of any contribution or other monies owed to the Fund shall not relieve the Employer of its obligation to make required payments to the Trust Fund.

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

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

15.9 *Fund Audits.* The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund and/or Pension Fund as directed by action of the Board of Trustees of these funds.

15.10 *Effect of Denial of Benefits.* If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an Employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such Employee or beneficiary or dependent for all such losses of benefits.

Health Fund

15.11 Coverage Continuation. In the event of absence of an Employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the Employee leaves active employment due to injury, illness, or sickness. The forgoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling 12 month eligibility period for additional FMLA and coverage under this paragraph. If an Employee is (a) off because of illness, sickness, or injury beyond the three (3) month period, (b) on a leave of absence, (c) on military leave, or (d) laid off from employment, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the Employer after the respective date that contributions by the Employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

15.12 Absence from Work. Employees who return to work or are reinstated following an absence from work, where their seniority has not been interrupted, shall have Health Fund contributions made on their behalf on the 1st of the month following their return to work. In addition, Employees that have not had a break in coverage with the health fund, or are still eligible for their COBRA election, shall have Health Fund contributions made on their behalf on the 1st of the month following their return to work.

15.13 Vacation Coverage Continuation. During the times that the Employees covered hereunder are on scheduled vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the Employees.

15.14 Fund Merger. The parties agree that in the event the Health and Welfare Fund is merged, consolidated, affiliated, or otherwise combined with any other union health plan, the Employer may elect to terminate participation in the Health and Welfare Fund so long as the Employer provides replacement medical coverage that has a comparable schedule of benefits.

15.15 Amendment of Applicable Law. If the Employer is required by federal or state law to make any payment for health care costs other than those specified here, the Employer may reopen Article 15 insofar as it pertains to Health and Welfare for modification. As long as the Employer on the date of the Reopening Notice to the Union also notifies the Federal Mediation and Conciliation Service in accordance with 29 U.S. Code (d)(3) and 158(d) it shall have all rights afforded by the NLRA. In the event of such a reopening and the parties fail to reach agreement, the provisions of Article 7, No Strike, No Lockout, shall be inapplicable until agreement is reached on these issues.

Full-time (FortyPlus) Employees

15.16 **Contribution Rate.** The Employer will pay the full monthly Family contribution to the Health and Welfare Fund for each *FortyPlus* (Full-time) Food Handling Employee (as defined in paragraph 10.8) with dependents and hired before May 1, 2005 according to the following schedule:

<u>Effective Date</u>	<u>Amount</u>
September 1, 2022	\$1,700
January 1, 2023	\$1,725
January 1, 2024	\$1,750

15.17 **Family Coverage Premium Share.** The Employer will pay the full contribution for Single coverage for Full-time Employees hired after April 30, 2005. The Employer will also pay 87.5% of the difference between the Single contribution rate and the Family contribution rate if the Full-time Employee requests Family coverage.

15.18 **Employees without Dependents.** The Employer will make the full contribution for Single coverage for all Full-time Employees who have no dependents.

15.19 **Both Spouses working for Employer.** Where both spouses work full-time for the same Employer, the Employer will pay one Family contribution (subject to appropriate election and applicable co-pay, if any) and one Single contribution. The Family contribution will apply to the spouse with the earlier hire date. Change of status will determine future coverage level. If the Family coverage Employee loses Family coverage eligibility then the Single covered Employee will change to Family coverage.

15.20 **New FortyPlus Employees.** The Employer agrees to make Health Fund contributions on behalf of each *FortyPlus* (Full-time) Employee on the first of the month following one month of active service as a Full-time Employee. Full-time Employees hired from within the Company shall be eligible to elect Family benefits commencing on the 1st day of the month following date of hire as a Full-time Employee provided the Employer has made at least three months of contribution on the Employee at the Single contribution rate.

15.21 **Required Hours.** Except as otherwise required by applicable law, in the event a Full-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any month do not exceed an average of thirty (30) hours per week, but do exceed eighteen (18) hours or more per week, the Employer will make Single health and welfare fund contributions on the Employee's behalf for the ensuing month.

Eligible Part-time Employees

15.22 **Contribution Rate.** The Employer agrees to continue to pay monthly contribution for Single coverage for each *ThirtyPlus* Part-time Food Handling Employee, each *Grandfathered* Part-time Food Handling Employee, and each Non-food Handling Employee working 30 hours per week or more (hereafter “Eligible Part-time Employees” as defined in paragraph 10.8) to the Health and Welfare Fund according to the following schedule:

<u>Effective Date</u>	<u>Amount</u>
September 1, 2022	\$715
January 1, 2023	\$740
January 1, 2024	\$765

15.23 **Required Hours.** Except as otherwise required by law, in the event an Eligible Part-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any one month do not equal or exceed an average of 18 hours of work per week per Health Fund contribution period (12 periods per year), the Employer is not required to make any Health and Welfare contribution on the Employee's behalf for the ensuing month. Employees may use up to 3 days of vacation per year for the sole purpose of increasing compensated time in the event the employee is short hours for purposes of a monthly health fund contribution. If vacation is already scheduled, that time must be removed from the vacation schedule.

15.24 **New Eligible Part-time Employees.** The Employer agrees to make Health Fund contributions at the Single contribution rate on behalf of each Eligible Part-time Employee on the 1st of the month following seven (7) months of active employment. Eligible Part-time Employee eligibility will begin the first of the month after the Employer's first contribution.

15.25 **Ineligible Employees.** New Part-time Employees, including Part-time Nonfood Handling Employees, hired after September 30, 2014, who do not average 30 hours or more per week shall not be eligible for health coverage.

15.26 **Pre 10/1/14 Eligible Employee Premium Share.** The Employer will continue to pay the full Single contribution rate for *ThirtyPlus* employees hired before October 1, 2014 and *Grandfathered* Part-time Employees as defined in paragraph 10.8. Effective January 1, 2018, The Employer will pay the Single contribution rate for Eligible Employees hired before October 1, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a “premium share” to be paid by the Eligible Employee through a payroll deduction of \$9 for the first 4 pay periods (total of \$36) each month toward the monthly contribution rate. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$10 for the first 4 pay periods (total of \$40) and effective January 1, 2024 the foregoing payroll deduction shall increase to \$11 for the first 4 pay periods (total of \$44).

15.27 Post 10/1/14 Eligible Employee Premium Share. The Employer will continue to pay the Single contribution rate for Non-Food Handling Employees averaging 30 hours per week or more Sunday through Saturday and for *ThirtyPlus* Employees hired after September 30, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a “premium share” to be paid by the employee through a payroll deduction of \$30 for the first 4 pay periods of each month. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$31 for the first 4 pay periods and effective January 1, 2024 the foregoing payroll deduction shall increase to \$32 for the first 4 pay periods.

15.28 Transitional Employee Premium Share. The transitional employee group was eliminated by the parties in 2022. Any transitional employee effected by this change will move to the post 10/1/14 employee group for purposes of all other wages and benefits.

15.29 Continued Eligibility. Once an Eligible Employee has received coverage through the Health and Welfare Fund the employee will, subject to the other contribution provisions set forth in this Agreement, remain eligible to continue participation in the Fund regardless of whether the employee averages 30 hours or more per week.

15.30 Family Coverage Election. Eligible Employees averaging 30 hours per week or more Sunday through Saturday as calculated under the Affordable Care Act (ACA) rules as adopted by the Employer shall be offered the opportunity to elect Family coverage in accordance with the ACA requirements and eligibility rules established by the Health & Welfare Fund Trustees. In addition to any Single coverage premium share paid by the part-time employee, the Eligible Employee electing Family coverage shall also pay as an additional premium share equal to 100% of the difference between the Single and Family contribution amount.

Pension.

15.31 Base Contribution Rate. The Employer agrees to contribute Sixty Cents (\$.60) per hour to said Pension Fund for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) after the Employee has completed their probationary period.

15.32 Enhanced Contribution Rate. The Employer agrees to contribute one dollar and twenty-five cents (\$1.25) per hour for each hour worked by each Full-time and Part-time Employee (including *ThirtyPlus* Employees) (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

15.33 Additional Contribution. In addition, the Employer shall continue to pay the current non-benefiting pension contribution in the amount 16¢/hour for all pension hours until such time as the Pension Fund Trustees determine that the additional non-benefiting contribution is no longer required. The non-benefiting Additional Contribution of 16¢/hour shall increase by 20¢/hour to 36¢/hour effective January 1, 2020. The new 20¢ non-benefiting Additional Contribution will become benefiting for future benefit accruals, effective on January 1st day of the first Plan Year as to which the Plan actuary certifies

the Plan as being in neither endangered or critical status (sometimes referred to as the "green zone") and, further, that causing the increased contribution to be benefiting will not cause the Plan to fall out of the green zone, all in accordance with the rehabilitation plan adopted by the Pension Fund Trustees on May 10, 2019 as Alternative Schedule Three and also adopted by the Union and the Employer by Memorandum of Understanding date May 22, 2019. The Pension Fund Trustees are authorized to take all reasonable and necessary actions to put Alternative Schedule Three in place based on the May --, 2019 Memorandum of Understanding.

15.34 Covered Hours of Employment. For the purpose of this section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any Full-time or Part-time Employee, and shall include, pursuant to said 40 hour limitation, any holiday, personal day, or vacation pay (for time not actually worked) for which the Employee is entitled to straight time pay under the terms of this Agreement. The Pension Trust and benefits to be provided from the Pension Trust shall conform to all requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

ARTICLE 16 SHELF STOCKING

16.1 Limitation on Outside Sales Force. Except as hereinafter provided, outside salespersons shall not mark merchandise in the store, nor place merchandise on shelves, nor build displays. The stocking of shelves, building of displays and marking of merchandise shall be reserved exclusively for bargaining unit Employees of the store. The salespersons may examine merchandise to determine whether or not it is properly marked or is being properly rotated. This Article shall not be applied to leased out space.

16.2 Penalty. A letter of agreement from each party shall be attached stating: "A penalty of \$50.00 per violation shall be paid to the local Salvation Army serving the town in which the violation occurs, when an Employer is found to have violated the shelf stocking provisions of the Agreement." A copy of the check or other proof of such payment shall be transmitted to the Union.

16.3 Outside Sales Force Work Defined. When salespeople are checking merchandise to determine whether or not it is being properly rotated, or is properly marked, they shall be permitted to remove the merchandise from the shelves, remark, dust and replace it. They shall not be permitted to put any additional merchandise on the shelves or bring new merchandise from the back room.

16.4 Drop Shipments. There shall be no stocking by driver-salespeople of drop shipments except as provided under 16.6. That shall be the bargaining unit Employees' work. Ice cream driver-salespeople can stock merchandise in display case at any time.

16.5 Exceptions. Outside vendors including drivers/salespeople may stock the following items:

1. All general merchandise items including but not limited to pet food and supplies, books, magazines, cards, candies, photo supplies and all household goods.
2. All health, beauty and cosmetic products.
3. All dairy products including but not limited to milk, cream, butter, cottage cheese.
4. All soda, water and beer products.
5. All commercial bread including fresh bakery goods.
6. All cookies and crackers.
7. All spices.
8. All types of chips (potato chips, cheese chips, Doritos, etc.) in both box and bag form.
9. All tobacco products.
10. All Kool-Aid products.
11. All gourmet specialty type foods.
12. All institutional sized packages of foods.

It is further understood that all displays of outside vendor products may be built and restocked by outside vendor personnel.

16.6 *Suspension of Enforcement.* The shelf stocking limitation as set forth above, shall not be enforced prior to a new store opening, nor during major store remodeling or major resetting, nor for a period of two weeks following such re-opening or major remodeling. (For example, remodeling of any individual department in the store would not be considered a major remodeling.) In addition, the shelf stocking limitation shall not be enforced for 60 days after the opening / grand opening date of any large non-union competitor within 30 miles of the effected store location.

16.7 *Regularly Scheduled Floor Maintenance.* Regularly scheduled floor maintenance is not bargaining unit work covered by this agreement.

ARTICLE 17 JURY DUTY

17.1 *Jury Pay.* An Employee who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay together with their jury duty pay does not equal their regular weekly pay, the Employer will make up the difference, provided the Employee works such hours as the employee is available during the hours when court is not in session. The above shall apply to petit jury duty only. An Employee receiving full pay from their Employer while serving on jury will be required to turn in to their Employer the jury duty pay for the period the employee served on the jury.

**ARTICLE 18
BEREAVEMENT LEAVE**

18.1 **Bereavement Pay.** The Employer agrees to pay Employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day to grieve, arrange for, travel to, or to attend the funeral. A maximum of four (4) days bereavement leave shall be granted in the event of the death of a spouse or children (child, step-child, adopted child, foster child and legal guardian's child). In the event an Employee would be entitled to bereavement leave during the period they are on vacation, such employee shall be allowed to take the bereavement leave on later days.

18.2 **Definition.** Under the term "immediate family" shall mean spouse, parents and step-parents, children and step-children, brothers and step-brothers, sisters and step-sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardian or any relative residing with the Employee or with whom the Employee is residing. A maximum of one (1) day bereavement leave shall be granted in the event of the death of a current sister-in-law and brother-in-law.

**ARTICLE 19
LEAVES OF ABSENCE**

19.1 **Absence for Illness or Injury.** Employees shall be entitled to written medical leaves of absence, for the following reasons:

A. Non-compensable illness or injury of the Employee which requires absence from work. Such absence shall be for a period of up to a maximum of one (1) year or length of seniority, whichever is shorter. The Employer need not accommodate such leaves for Employees with less than 90 days of employment. Employees on leave for a period of 90 days or longer but less than one year may be required (if requested by the Employer) to notify the Employer of their whereabouts and status. If such a request is made by the Employer, they shall provide a copy of the request and any information received to the Union.

B. In cases of compensable injury, Employees shall be granted a leave of absence for a period of one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the Employee notifies the Personnel Department in writing that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

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

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

19.4 A **Union Office.** Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which he is elected.

19.4 B **S.P.U.R. (Special Project Union Representative).** A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 1189 for temporary work as a Union Representative in the SPUR program, but not in any matter or project related to any signatory employer. The Union will provide a 30-day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the Employee's participation in H&W and Pension Programs as provided by the agreement during the leave of absence. The Employer would provide the leave without loss of seniority. The SPUR leave will be granted only upon mutual agreement of the Employer and the Union. No request will be unreasonably denied.

19.5 **Employer Discretionary Leaves.** Leaves of absence may be granted for any other reason acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an Employee shall be granted a leave of absence. Such leave will not exceed one (1) year and can be renewed by the Employer for one (1) additional year. If a leave of absence shall exceed three (3) months, the Employer shall provide written notice of such leave of absence, and any extensions thereof, to the Union. The Employer is not required to grant leaves in excess of three (3) months.

19.6 **Other Employment while on Leave.** Any Employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself or herself, is subject to discharge.

19.7 **Return from Leave of Absence.** Upon return to work from a leave of absence, the Employee will be reinstated to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to Tuesday noon of any week, the Employee shall be restored to work to begin not later than one week from the Monday following the giving of such notice. If the notice of availability is given after Tuesday noon of any week, the Employer is required to schedule the Employee on the schedule prepared for the following week, and the Employee will begin the second Monday thereafter. In the interim, the Employer shall offer hours that become available to the Employees who have given notice of their availability to return in accordance with their seniority. Employee's need to be available for work without any restriction (excluding workers' compensation injuries) when returning from a leave of absence.

19.8 **No Extension using Vacation/Personal Days.** Employees returning to work from a leave of absence may not take vacation or personal days for one full weeks

schedule following their return. However, if the Employee's vacation or personal days were approved prior to the leave of absence, the Employee may take the vacation or personal days.

19.9 **No Benefit Accrual.** Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein.

19.10 **Duluth ESST.** Employer will comply with Chapter 29E of the Duluth City Code pertaining to earned sick and safe time for all stores located in Duluth.

ARTICLE 20 NIGHT STOCKERS

20.1 The Employer may use a night stock crew to stock the store.

20.2 **"Night stockers" Definition.** "Night stockers" are Employees whose duties are limited to filling store displays and shelves and operations related thereto. Night stockers are generally scheduled to work between the hours of 6:00 p.m. and 9:00 a.m., generally do not operate cash registers, or normally service store customers.

20.3 **"Night stock crew" Definition.** "Night stock crew" is an organized group of stockers generally scheduled to work between the hours of 6:00 p.m. and 9:00 a.m. The primary purpose of a night stock crew is to stock the store with merchandise for retail sale and prepare the store for retail operations.

ARTICLE 21 RATE OF PAY

21.1 **Previous Comparable Experience.** Previous comparable experience shall be considered for the purposes of wage rate determination. All claims by Employees for prior food handling experience must be disclosed during the application process. Employers that employ Employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union.

21.2 Part-time Employee in Charge (PPIC)

- A. The Employer may, in its discretion, schedule a PPIC when the store is open for business and no regular full-time management is on duty or there are insufficient full-time personnel available to staff the store. PPICs shall normally be scheduled on Sundays, holidays, and shifts ending no earlier than 8:00 p.m. Monday through Saturday on the days the Employee is designated as the PPIC, except in the event the PPIC is covering for a supervisor off work due to such causes as illness, injury, personal holiday, or vacation. No more than one (1) designated PPIC may be on duty in the store at any one time.
- B. A person filling the supervisory position of PPIC shall be selected at the discretion of the Employer. PPIC duties shall include, by way of example and not limitation,

supervising other Employees, customer relations, access to the store safe, enforcing established work rules, and other supervisory duties consistent with general overall store management involving the use of discretion and decision making during the times when the PPIC is on duty.

- C. In recognition of the responsibility assumed by PPICs it is agreed that an individual appointed by the Employer as a PPIC shall receive a premium of \$1.00 per hour for all hours worked during any shift in which the Employee is designated as the PPIC, regardless of whether any other full-time management employee is on duty at the same time.
- D. The Employer is not required to schedule a PPIC and may appoint or remove a PPIC at any time. Employees shall not be required to be a PPIC.

21.3 Night Premium. All Employees hired before May 1st, 2005 doing night work shall receive a \$.35 per hour premium over and above the regular hourly rate. The night premium of \$.35 per hour will be paid to all Employees hired before May 1st, 2005 working between the hours of 10:00 p.m. and 8:00 a.m., provided such Employees are scheduled to start work prior to 5:00 a.m. The night premium of \$.35 per hour also will be paid to any Employee hired before May 1st, 2005 who has the majority of their scheduled work hours between 10:00 p.m. and 6:00 a.m.

21.4 Night Manager

- A. The parties agree that any store that uses a night stock crew shall have a Night Manager position. The Night Manager position may be either a full-time or part-time position depending on the needs of the business. The person filling the supervisory position of Night Manager shall be selected at the discretion of the Employer.
- B. To qualify as the supervisory position of Night Manager, the majority of the selected Employee's regular workweek hours must fall between 8 p.m. and 6 a.m. except for special circumstances such as vacation replacement and similar temporary assignments.
- C. In recognition of the responsibility assumed by this person it is agreed that the individual employed in the supervisory position of Night Manager shall receive the compensation that their length of employment with the Employer entitles them to plus an additional amount of \$1.50 per hour actually worked.

21.5 Lead Employees. The Employer has the right to appoint Employees from time to time as leads and pay a premium of fifty cents (50¢) per hour to such lead Employees with no continuing obligation to continue their lead status or any premium pay.

21.6 General Terms. For the purpose of computing wage rates, a Full-time Employee shall be as defined in Paragraph 10.3. Employees shall be paid in full for all time spent in the service of the Employer. A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town

shall not be made on a discriminatory basis. If an Employee is required to work in more than one store during their regular eight (8) hour shift, the employee will be paid their regular straight time rate of pay for time spent in transit, one way.

21.7 Summer Help

- A. The "Summer Period" shall extend from May 1 until September 30.
- B. Employees hired for the Summer Period only shall not receive benefits under the terms of the contract, including pension payments, holidays, vacations or seniority.
- C. The Employer shall notify the Union, in writing, of any Part-time Non-Food Handling Employee placed on Summer Waiver and any additional Part-time Employees hired during the Summer Period. The Employer will notify the Union within one week after an Employee has been hired as a Summer Part-time Employee.
- D. There shall be no reduction in the hours of work available to other Employees in the store as a result of the hiring of Summer Part-time Employees or because of the increase in the number of Summer Full-time Employees during the Summer months. Non-Food Handling Employees shall not have seniority rights over regular, Part-time Food Handling Employees. During the Summer Waiver period 25% of the regular Part-time Employees in each classification where Summer Waiver Employees are utilized will be scheduled at least 24 hours. This language will not apply to classifications with less than 4 Employees scheduled.
- E. Employees hired during the Summer months shall be required to belong to the Union on the same basis as other part time Employees and shall receive the regular part-time beginning rate.
- F. If a Summer Part-time Employee is retained beyond the Summer Waiver Period, that Employee shall be treated as a regular Part-time Employee for all purposes and that Employee's seniority shall date back to the date of original hire with the Employer. Also, all time spent as a Summer Part-time Employee shall be counted towards the six (6) month waiting period for health fund contributions by the Employer.
- G. Non-Food Handling Employees may be moved from Part-time Non-food Handling Employee to Part-time during the Summer months, and may perform all of the functions of regular Part-time Employees. Those Employees so moved shall be paid the next higher Part-time rate; and receive only benefits as specified for Part-time Non-food Handling Employees.

21.8 *Classified Employees.*

- A. The following shall be considered classified Employees:
1. Produce Manager
 2. Frozen / Dairy Manager
 3. Customer Service Manager or Head Cashier
 4. Grocery Manager
 5. Bakery Manager
 6. Deli Manager
 7. General Merchandise Manager
- B. Under no circumstances will the Employer have less than three classified positions. Examples are:

Produce Manager
Frozen / Dairy Manager
Customer Service Manager
Head Cashier
Grocery Manager
Bakery Manager
Deli Manager
General Merchandise Manager

21.9 *Wage Rates/Progressions.* Attached to and made a part of this contract, wage rates appear under Appendix "A". For the purposes of determining wage progression for Employees under Appendix A, all hours paid by the Employer (including by way of example and not limitation, vacation, holidays, jury duty, and funeral leave) shall be included as "hours worked" when calculating wage progressions.

21.10 *Direct Deposit.* It shall not be a violation of this agreement for the Employer to enlist Employees hired on and after the date of ratification of this agreement to enroll in direct deposit if such benefit is available to the Employee. The Union and the Employer will encourage employees to receive their pay through direct deposit or a debit card but in the event an employee lawfully rejects either of these payment methods, the Employer will assist the employee with other legally permissible options for the payment of wages.

**ARTICLE 22
E-COMMERCE**

The Employer may operate an E-Commerce Department in their stores and such work will be performed by bargaining unit employees. The Employer may retain a third-party service provider to deliver direct customer service orders. In addition, third-party service providers are allowed to shop orders in the store when such orders are generated through the third party's platform. Such work is not required to be done by the bargaining unit, and such work is not prohibited by this Agreement.

**ARTICLE 23
TRAVEL TIME AND MILEAGE**

When an employee uses their personal vehicle to travel from one store to another in any one (1) day, to make deliveries of product to a store or customer, or travel from one (1) store to any other location for any business reason, such travel time will be considered as time worked and the employee shall be paid mileage not less than the specified IRS rate.

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

**ARTICLE 24
COLLECTIVE BARGAINING**

24.1 **Effect of Agreement.** This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargain collectively within the meaning of the National Labor Relations Act as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

1. As to grievances;
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;
3. If the Union becomes a representative of a new unit of Employees of the Employer, the Employer shall bargain with the Union on such new unit.
4. As expressly provided for herein.

**ARTICLE 25
SEPARABILITY**

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

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

**ARTICLE 26
TERM OF AGREEMENT**

This Agreement, with respect to wages, shall take effect the 24th day of April, 2022, and with respect to all other terms and conditions, unless otherwise provided in this Agreement, shall take effect the 2nd day of August, 2022, and continue to the 20th day of April, 2025, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

Dated this ____ day of October 2022.

FOR THE EMPLOYER:

By:



Scott Driskill, Owner

FOR THE UNION:

By:



James A. Gleb, President

APPENDIX A

Food Handling Department Managers Including Bakery / Deli Managers

	Current	<u>4/24/2022</u>	<u>4/23/2023</u>	<u>4/21/2024</u>
Start (12 months)	\$18.13	\$19.28	\$19.28	\$19.28
Step 1 (12 months)	\$18.67	\$19.82	\$19.82	\$19.82
Step 2 (12 months)	\$19.62	\$20.77	\$20.77	\$20.77
Step 3 (12 months)	\$20.20	\$21.35	\$21.35	\$21.35
Step 4(12 months)	\$20.60	\$21.75	\$21.75	\$21.75
Step 5 (12 months)	\$20.90	\$22.05	\$22.05	\$22.05
Step 6 (12 months)	\$21.20	\$22.35	\$22.35	\$22.35
Step 7 (12 months)	\$21.50	\$22.65	\$22.65	\$22.65
Step 8 (12 months)	\$21.80	\$22.95	\$22.95	\$22.95
Step 9 (12 months)	\$22.10	\$23.25	\$23.25	\$23.25
Step 10 (12 months)	\$22.55	\$23.75	\$23.75	\$23.75
Top and over scale		+ \$1.15	+ \$0.85	+ \$0.85

- Newly appointed Department Manager enters wage progression on next higher wage rate above their current wage rate.
- Assistant Store Managers receive additional 50¢/hour over applicable rate.

Full Time Food Handling Employees:

Eliminate the first two current steps and start at \$16.42

	Current	04/24/2022	04/23/2023	04/21/2024
Start (12 months)	\$14.14	\$16.42	\$16.42	\$16.42
Step 1 (12 months)	\$15.00	\$17.42	\$17.42	\$17.42
Step 2 (12 months)	\$16.07	\$17.67	\$17.67	\$17.67
Step 3 (12 months)	\$16.37	\$17.97	\$17.97	\$17.97
Step 4 (12 months)	\$16.67	\$18.27	\$18.27	\$18.27
Step 5 (12 months)	\$16.92	\$18.57	\$18.57	\$18.57
Step 6 (12 months)	\$17.22	\$18.87	\$18.87	\$18.87
Step 7 (12 months)	\$17.52	\$19.27	\$19.27	\$19.27
Step 8 (12 months) New	\$17.82	\$19.57	\$19.57	\$19.57
Step 9 (12 months) new	18.22	\$19.87	\$19.87	\$19.87
Top and over scale:		+1.05	+75¢	+75¢

- If an employee is at a rate of \$19.27 or higher on the effective date, their rate will increase by \$1.05 the first year.

Full Time Bakery Deli, includes FT Decorators

	Current	4/24/2022	4/23/2023	4/21/2024
Start (12 months)	\$13.95	\$15.00	\$15.00	\$15.00
Step 1 (12 months)	\$14.30	\$15.35	\$15.35	\$15.35
Step 2 (12 months)	\$15.00	\$16.05	\$16.05	\$16.05
Step 3 (12 months)	\$15.35	\$16.40	\$16.40	\$16.40
Step 4 (12 months)	\$15.70	\$16.75	\$16.75	\$16.75
Step 5 (12 months)	\$16.00	\$17.05	\$17.05	\$17.05
Step 6 (12 months)	\$16.30	\$17.35	\$17.35	\$17.35
Step 7 (12 months)	\$16.55	\$17.60	\$17.60	\$17.60
Step 8 (12 months)	\$16.85	\$17.90	\$17.90	\$17.90
Step 9 (12 months)	\$17.25	\$18.30	\$18.30	\$18.30
Top and over scale:		+\$1.05	+\$0.75	+\$0.75

- If an employee is at a rate of \$17.60 or higher on the effective date, their rate will increase by \$1.05 the first year.

Part Time Grocery and *ThirtyPlus* Food Handling Employees

	Current	04/22/2022	04/23/2023	04/21/2024
Start	\$11.90	13.70	13.70	13.70
Step 1 +560 Hours	\$12.15	14.35	14.35	14.35
Step 2 +1040 Hours	\$12.40	14.60	14.60	14.60
Step 3 +1040 Hours	\$12.75	14.85	14.85	14.85
Step 4 +1040 Hours	\$13.10	15.10	15.10	15.10
Step 5 +1040 Hours	\$13.45	15.65	15.65	15.65
Step 6 +1040 Hours	\$13.70	16.20	16.20	16.20
Step 7 +1040 Hours	\$13.95	16.70	16.70	16.70
Step 8 +1040 Hours	\$14.20	17.25	17.25	17.25
Step 9 +1040 Hours	\$14.50	17.80	17.80	17.80
Top and over scale:		+ .90	+ .60	+ .55

* On the effective date employee will move to the wage rate indicated above and progress forward through the steps from there.

** Over scale employees on the effective date will immediately move to the next higher wage rate on the effective date scale (so long as this results in an increase of at least \$0.25) and progress forward through the steps. If moving to the next higher wage rate on the effective date would result in an increase of less than \$0.25, the employee will move up another step on the scale and progress from that point.

*** If an employee is at a rate of \$17.80 or higher on the effective date, their rate will increase by \$.90 the first year.

****This negotiations only - hours worked in any given step will be carried forward.

Non Food Handling Employees

	Current	<u>4/24/2022</u>	<u>4/23/2023</u>	<u>4/21/2024</u>
	\$10.85	\$12.50	\$12.50	\$12.50
Top and over scale:		+\$0.50	+\$0.40	+\$0.40

*If an employee is making \$12/hr or less they will move to \$12.50/hr on the effective date. Employees currently earning more than \$12/hr shall receive a \$0.50 increase.

LETTER OF AGREEMENT
BY AND BETWEEN
ARROWHEAD RETAIL GROCERS ALLIANCE
AND
THE UFCW LOCAL UNION NO. 1189

(Understanding regarding the application of seniority in employee scheduling)

Whereas, Arrowhead Retail Grocers Alliance, as the representative of its member employers (the "Employer"), and UFCW Local 1189 (the "Union"), recognize the need for continuous mutual cooperation to promote a fully harmonious workplace relationship.

Whereas, the union membership desires that employee seniority to be the basis for determining the employee work schedule.

Whereas, the Employer desires that qualified employees be available at all appropriate times to service the Employer's customers and perform the required work.

Whereas, the Employer is legitimately concerned that at times, a senior employee wanting a particular schedule would place the Employer in a position of not having sufficient properly trained, skilled, experienced employees available to accomplish the desired service and scheduled work in a competent and efficient manner.

Whereas, the union membership understands and concurs that many times, seniority cannot be the prevailing consideration for the scheduling employee work.

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Employer shall give an employee's scheduling preference consideration, based on seniority, when scheduling employee work, so long as the employee's preferences are consistent with the reasonable needs of the business.
2. Nothing in this agreement shall be deemed as limiting in any way the rights of the Employer as set forth in paragraph 1.2 of the collective bargaining agreement between the Union and the Employer's members effective April 30, 1999 including, but not limited to the Employer's right to determine when, where, or how many employees are scheduled at any one time or what work may be assigned within a specific seniority category.
3. The purpose of the letter of agreement is merely to affirm past Employer custom and is not intended to change or modify any current Employer scheduling practices.
4. This letter of agreement shall not apply to any employee hired after April 30, 2005.

In witness whereof the parties have extended this agreement effective the 2nd day of August, 2022.

THE UFCW LOCAL UNION NO. 1189

By: _____

James A. Gleb, President

ARROWHEAD RETAIL GROCERS ALLIANCE

By: _____

Scott Driskill, Owner