

Oxendale's Enterprises
GROCERY AND MEAT
April 7, 2019 – April 9, 2022

INDEX

ARTICLE 1	UNION SECURITY	02
ARTICLE 2	WAGES HOURS AND WORKING CONDITIONS	04
ARTICLE 3	FULL-TIME/PART/TIME RATIOS	09
ARTICLE 4	SENIORITY	10
ARTICLE 5	HOLIDAYS	13
ARTICLE 6	DEFINITIONS	16
ARTICLE 7	VACATIONS	18
ARTICLE 8	LEAVES OF ABSENCE	20
ARTICLE 9	DISCHARGE	22
ARTICLE 10	PICKETING	22
ARTICLE 11	STRIKE - LOCKOUT	22
ARTICLE 12	UNION EMPLOYER COOPERATION	22
ARTICLE 13	VIOLATIONS OF AGREEMENT	24
ARTICLE 14	GRIEVANCE AND ARBITRATION	24
ARTICLE 15	SHELF STOCKING	25
ARTICLE 16	AUTOMATION	26
ARTICLE 17	LEGAL ISSUES	27
ARTICLE 18	HEALTH CARE PLAN	27
ARTICLE 19	RETIREMENT PLANS	30
ARTICLE 20	VACATION AND SUMMERWAIVER PERIOD	32
ARTICLE 21	MANAGEMENT RIGHTS	32
ARTICLE 22	SUCCESSOR	33
ARTICLE 23	TERM OF AGREEMENT	33
APPENDIX "A"	WAGES	34
APPENDIX "B"	STORE CLOSING	35
LETTER OF AGREEMENT #1	MEAT JOB SECURITY	37
LETTER OF UNDERSTANDING -	YEARS OF SERVICE CREDIT	38
LETTER OF UNDERSTANDING -	AVERAGE HOURS	39
LETTER OF AGREEMENT #2	NEW LOCATIONS	40

Oxendale's **Enterprises**
CONVENTIONAL GROCERY AND MEAT
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189
April 7, 2019 – April 9, 2022

ARTICLES OF AGREEMENT

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

ARTICLE 1
UNION SECURITY

SECTION 1.1: RECOGNITION:

A. It is recognized that the unit represented by the Union herein shall include regular full-time and part-time employees in the grocery, produce and meat departments in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2 (II) of the Labor Management Relations Act of 1947 as amended.

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

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

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

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

SECTION 1.2: UNION SHOP:

A. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the sixty-first (61) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the sixty-first (61) day following the beginning of such employment become and remain members in good standing in the Union.

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

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

D. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not met with a Union Representative.

SECTION 1.3: DUES CHECKOFF:

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

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

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

SECTION 1.4: MEAT DEPARTMENT:

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

B. It is understood that grocery employees' work includes marking, stocking, displaying, and weighing when necessary of all pre-processed, fresh, frozen and smoked, meat, poultry, and fish, including receiving of meat products, fresh and frozen, the storage of all of the above mentioned products and the cleaning of cases. No grocery employee shall perform this work as long as any meat department employee hired before **October 25, 2019** is on layoff or partial layoff without offering this work to the employee who is on the layoff who could perform this work at his or her normal rate of pay.

C. The Employer may sell any meat products including, but not limited to, all forms of pre-processed or case-ready meat, fish or poultry, subject to the provisions of the Meat Job Security Letter of Understanding dated **October 25, 2019**.

The primary work of a Meat Department employee will be performed in the Meat Department. It will not be considered a violation of the Agreement for a meat employee to help out in the Grocery Department.

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

E. **Grocery** employees will be allowed to perform all functions in the store, including the meat department, with the exception of those jobs specifically designated as **Head Journeymen Meat Cutter, Meat Cutters**, and Apprentice meat cutters.

ARTICLE 2 WAGES, HOURS AND WORKING CONDITIONS

SECTION 2.1 WAGE RATES:

A. Minimum Wage Rates:

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

B. Past Experience:

- 1) Any employee hired into a regular part-time position at a rate of pay above the entry level rate specified in Appendix "A" or who receives an immediate increase in his/her rate of pay to a rate above the entry level shall be given credit for hours of service equal to the beginning level of hours for the step in the contractual wage progression in Appendix "A" corresponding to the rate they are paid to start, except in those cases where the employee's rate is established pursuant to the provisions for Past Experience.
- 2) Employees shall receive full credit for their past experience provided he/she return to work for the same company and into the same classification.
- 3) When an employee is hired either full or part-time or is being promoted from part-time to full-time, he/she shall be allowed to negotiate with the **Employer** to determine what past experience, if any, will be credited for wage purposes. Where a rate is established that is higher than the starting rate, the employee will receive credit and progress from that point in the manner (hours or months of service) established in Appendix "A". For purposes of establishing past experience credits, 1040 hours shall be equal to six (6) months of full-time employment.

SECTION 2.2: BASIC WORKWEEK/WORKDAY:

- A. The basic workweek shall be forty (40) hours to be worked in any five (5) days. Daily hours shall be consecutive.
- 1) The basic work week will be Monday through Saturday and time worked on Sunday and holidays shall be outside of the basic work week for:
 - a. Journeyman (**Head** Meat Cutters)
 - b. Department Heads
 - 2) The basic work week for all other employees is Sunday through Saturday but exclusive of hours worked on holidays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays, unless otherwise requested.

B. Four Ten Hour Day Workweek:

- 1) Optional, to be worked out with each Company.
- 2) Scheduling of a 4 -10-hour day work week with two consecutive days off. The scheduling of four (4) ten (10) hour days shall be based on employee's interest and ability of Company to cover needed hours.
- 3) During a holiday week, if it is necessary to reschedule an employee on a four (4) ten (10) hour work week to a five (5) day eight (8) hour schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.

C. 40 Hour Week:

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

SECTION 2.2: SCHEDULING OPTION:

All meat department employees shall have the option of working five (5) days (including Sunday at time and one-half (1-1/2) the regular rate of pay) with two consecutive days off during the week, or working six days. The Employer will use its best efforts to schedule the meat department based on such employee elections, subject to the Employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Meat department employees will make their scheduling elections four (4) times each year, to be effective for three (3) month periods:

SECTION 2.3: OVERTIME PAY:

A. Work performed by any employee in excess of forty (40) hours per week and/or eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's rate of pay except as otherwise provided in this agreement. Employees who are asked and agree to work unscheduled hours beyond the eight (8) hours will waive the daily overtime provision for hours worked up to nine (9) hours in a day. The employer may adjust schedules later in the week to avoid weekly overtime. Such adjustments will be initiated by the employer. The employer will have the ability to send employees home if the overtime is not authorized.

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

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

SECTION 2.4: SIXTH WORKDAY:

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

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

SECTION 2.5: SUNDAY WORK:

A. **The Employer shall not be open on Easter Sunday.**

B. Rates of pay shall be as follows:

Time and one-half (1-1/2) the straight time rate of pay for all **Journeyman Head Meat Cutters and Department heads**. Existing part-time employees who receive a Sunday premium shall maintain the premium through the term of the agreement.

C. Journeyman/**meat-cutter** to be on duty for a minimum of eight (8) hours, on a voluntary basis, to be rotated among Journeymen/**meat cutters** within the individual market; This provision is not required in markets where there are three (3) or less employees.

D. In the event there are not enough journeymen/**meat cutter** volunteers for Sunday work, the **Employer may staff with trained Grocery employee volunteers** or the Employer can run dry.

SECTION 2.7: PREMIUM PAY:

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

SECTION 2.8: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:

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

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

SECTION 2.9: WORK SCHEDULES:

A. Posting Schedules:

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

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

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

C. Posting Schedules: Subject to the provisions of SECTION 2.5, it is agreed the Employer will set up a schedule of work for the employees in the meat department which shall be regular each week. Two (2) weeks' notice will be given to employees in the meat department if changes are required in the basic scheduled work week.

F. There must be one (1) employee on duty at all times the store is open for business except between the hours of **8:00 P.M.** and 7:00 A.M. Markets that employ three (3) or less employees need not have an employee on duty after 6:00 P.M. and before 7:00 A.M. provided the Employer has no employee covered under the job protection provision of ARTICLE 1, SECTION 1.4 out of work due to a lay off. Employee is defined to mean a Head Meat Cutter, Journeyman Meat Cutter, Apprentice, **or trained meat department employee**. This requirement will not apply to one (1) and two (2) person markets during meal periods.

G. Store-to-Store Schedule: If any employees are to be scheduled to work in more than one store, such assignments shall be given to employees **who volunteer**.

SECTION 2.10: MINIMUM SCHEDULED HOURS:

A. An employee shall be guaranteed no less than four (4) hours of work each time he/she is scheduled to work or receive pay in lieu thereof except for an employee who may be restricted to shorter daily hours under state law. Employees may by mutual agreement work schedules of less than four (4) hours.

B. No employee shall be scheduled for less than fifteen (15) hours per week, **except by mutual agreement**.

C. 1) At least twenty-four percent (24%) of the part-time employees in each store (excluding **Courtesy employees**), in order of part-time seniority, will be provided an opportunity to work schedules of at least twenty-four (24) hours or more per week. This percentage will be achieved within each store through attrition as hours become available.

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

SECTION 2.11: MINIMUM CALL-IN:

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

SECTION 2.12: SCHEDULING RESTRICTIONS:

A. Split Shifts:

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

B. Regular Part-Time Employees:

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

from working more than five (5) days in a week.

SECTION 2.13: EMPLOYEE BREAK TIME:

A. Rest Periods (Employer's Time)

- 1) Any employee who is scheduled to work **four (4) or more** hours in a day shall be entitled to one (1) fifteen (15) minute rest period.
- 2) Any employee who is scheduled to work **seven (7) to ten (10)** hours in a day shall receive two (2) fifteen (15) minute rest periods.
- 3) Any employee who is required to work **more than ten (10) hours in a day** shall be entitled to a twenty (20) minute supper period paid for by the Employer.

B. Meal Periods - (Employee's Time)

Any part-time employee who is employed at least six (6) hours in a workday shall be entitled to up to thirty (30) minutes for a meal period without pay. **Employees who wish to be scheduled for unpaid meal periods must notify the Employer.**

SECTION 2.14: OTHER WORKING CONDITIONS:

A. Linens and Uniforms:

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

B. Travel time and Mileage:

- 1) When an employee is required to travel from one (1) store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than the rate specified by the IRS.
- 2) If an employee makes a delivery of product to a store or to a customer at the Employer's direction, such time will be considered as time worked and mileage will also be paid.

SECTION 2.15 WAGE-HOUR LAW COMPLIANCE:

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

ARTICLE 3

FULL-TIME/PART-TIME RATIOS

SECTION 3.1 CRITERIA:

The Employer must maintain a minimum of 3 (three) department heads **in all stores except Widmer's where the employer must maintain a minimum of two (2) department**

heads and one (1) full-time employee. The Employer must meet mandatory obligation for department heads in Grocery and Meat. Other departments may be named at the discretion of the Employer. This change shall not permit a reduction in full-time positions unless there is a proven reduction in store sales, or through attrition. The Employer must meet and confer with the Union prior to any reduction in full-time positions. If there is an increase in store sales, the Employer and Union will meet for the purpose of determining the need for additional full-time positions.

ARTICLE 4 SENIORITY

SECTION 4.1: DEFINITION:

- A.
 - 1) Seniority shall be defined as length of continuous service with the Employer covered by this agreement.
 - 2) The employee's seniority date shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire. **Employees who were employed in a store that was purchased by the Employer will have their order of seniority ranked based on their date of hire with the previous company (companies).**
 - 3) In the case of two or more employees starting active employment on the same day their seniority ranking will be determined by lot.
- B. Seniority will be applied on the basis of the following classifications:
 - 1. **Full-time**
 - 2. **Part-time**
 - 3. **Courtesy**

SECTION 4.2: APPLICATION OF SENIORITY:

A. Probationary Period:

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

B. Layoff and Rehire:

- 1) For layoff and recall purposes, regular full-time employees shall have seniority with the Employer covered by this agreement within the classifications set forth in SECTION 4.1 above. Provided further that employees who are promoted or hired into department head classifications will be given seniority within the department head classification only after they have been in the

department head position for eighteen (18) months with seniority to then date from his/her first day in the department head classification. During the eighteen (18) month period the employee will retain protection of his/her classification from which he/she was promoted and will add seniority time in that classification during that period.

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

3). For layoff and recall purposes, Full-time employees shall be given preference over part-time employees within the same classifications set forth in 4.1 above and in keeping with the provisions of ARTICLE 3. The most junior Full-time employee has the right to move to the regular part-time classification. That employee who moves to the regular part-time classification will retain his/her Full-time seniority date for recall and vacation purposes. That former Full-time employee will have the number one priority for purposes of claiming regular part-time schedules pursuant to the scheduling priority provision of SECTION 4.6.C below. The Employer may reduce the employee's pay rate to the appropriate regular part-time pay rate in accordance with the employee's total hours worked.

4) For layoff and recall purposes, part-time employees shall have seniority within his/her store.

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

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

7) **Courtesy:** **Courtesy** employees shall acquire seniority for layoff and recall and as set forth in PARAGRAPH D.2 above, on a store-wide basis.

8) For layoff and recall purposes, regular full-time employees shall be given preference over part-time employees within the same classifications set forth in 4.1 above and in keeping with the provisions of ARTICLE 3. A full-time employee laid off in one store has the right to displace a more junior full-time employee in the same classification in another store of the same Employer. The most junior full-time employee has the right to move to the part-time

classification. That employee who moves to the part-time classification will retain his/her full-time seniority date for recall and vacation purposes. That former full-time employee will have the number one priority for purposes of claiming part-time schedules pursuant to the scheduling priority provision of SECTION 4.2, C below. The Employer may reduce the employee's pay rate to the appropriate part-time pay rate in accordance with the employee's total hours worked.

C. Preference of Hours:

2) If two (2) or more part-time employees are scheduled in the same store, **in the same part-time hour's classification**, and the employee with less service is scheduled for more hours, the employee with the most seniority will have the right to claim the junior employee's full schedule. The claim must be made in writing to the store manager and the employee asserting the claim must be qualified to perform the duties involved. The schedule rights described in the first sentence above for senior part-time employees shall not apply to scheduled hours of "Summer Waiver" or vacation relief employees as described in ARTICLE 20 of this agreement.

D. Job Posting:

1) Part-time to Full-time: A part-time employee shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. **In the event of a full-time opening, the Employer will give preference to current employees before hiring from outside.**

When a part-time employee moves to the full-time classification, said employee will be given a new full-time seniority date which shall be the date that the employee first begins work as a full-time employee. Such new full-time seniority date shall not affect length of service with the Employer for purposes of determining vacation allowance as provided for in ARTICLE 7, SECTION 7.1.

2) Courtesy to Part-time: **Courtesy employees** shall have the option of notifying the Employer and the Union in writing of his/her desire to secure a part-time position. An employee who so notifies the parties will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store.

3) Part-time promoted to a higher Part-time tier: **Employees wishing to be promoted to higher Part-time tier position must notify the Employer of their desire. The Employer will promote employees a higher tier by seniority as long as the employee is qualified or can become qualified to perform the job, has the necessary availability, and the Employer has the hours available.**

SECTION 4.6: EMPLOYEE TRANSFER:

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

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

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

D. If a part-time or **Courtesy** employee is transferred by the Employer, he/she shall retain his/her accumulated experience for the purpose of acquiring and retaining seniority.

SECTION 4.7: TERMINATION OF SENIORITY:

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

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

ARTICLE 5 HOLIDAYS

SECTION 5.1: HOLIDAYS DEFINED:

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

B. There shall be no retail operation on **Thanksgiving Day**, Christmas Day, on Christmas Eve after 4:00 P.M., **New Year's Day**, or **News Eve after 6:00 PM**.

C. No Employee shall be required or permitted to work on the following named holidays: Thanksgiving Day, Christmas Day, after 4:30 PM Christmas Eve, **New Year's Day**, or **after 6:30 PM News Eve**.

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

G. Personal Days:

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

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

3) Personal Holidays are scheduled by mutual agreement.

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

5) **Tier 1 and Tier 2 Part-time employees and Courtesy employees**, will receive holiday pay for: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

6) **Tier 3 Part-time employees will receive holiday pay for New Year's Day, Thanksgiving Day and Christmas Day, but will only receive holiday pay for Memorial Day, Fourth of July, Labor Day if they work the holiday.**

SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

A. Full-Time:

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

B Part-Time:

A part-time employee (**with the exception of Tier 1 employees**), after ninety (90) days of employment, will receive four (4) hours of pay at his/her regular rate for the listed holidays irrespective of scheduled work days and also for one personal holiday. Regular part-time grocery and meat employees with at least ten (10) years of continuous service will receive six (6) hours of holiday pay at their regular rate of pay for each recognized national holiday and personal holiday.

A Tier 1 Part-time employee, after ninety (90) days of employment, will receive six (6) hours of pay at his/her regular rate for the listed holidays irrespective of scheduled work days and also for one personal holiday. Tier 1 Part-time employees with at least ten (10) years of continuous service will receive eight (8) hours of holiday pay at their regular rate of pay for each recognized national holiday and personal holiday.

A. Eligibility For Holiday Pay:

In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work his/her scheduled workday before and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness.

SECTION 5.3 HOLIDAY WORK WEEK:

- A. 1) In weeks in which an entire day is celebrated as a holiday, the workweek shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours. Those employees who are working under the four (4) ten (10) hour schedules shall be scheduled to work three (3) ten (10) hour days.
- 2) During a holiday week, if it is necessary to reschedule an employee on a four (4) ten (10) hour work week to a five (5) day eight (8) hour schedule, such employee will receive ten (10) hours holiday pay at straight time if otherwise qualified.
- B. During the week in which Christmas Eve occurs, the workweek shall be twenty-nine (29) hours (twenty-seven (27) for the four (4) ten (10) hour scheduled employees); provided, however, that in the event that Christmas Eve occurs in one workweek and Christmas Day in the next workweek, the first workweek shall be thirty-seven (37) hours and the second workweek thirty-two (32) hours (thirty (30) hours for the four (4) ten (10) hour scheduled employees).
- C. When Christmas Eve falls on Sunday, the preceding workweek shall be forty (40) hours and the following workweek will be thirty-two (32) hours (thirty (30) hours for the four (4) ten (10) hour scheduled employees).

SECTION 5.4: SUMMER HOLIDAY OPERATION CONDITIONS:

- A. Full-Time
Holiday work shall be rotated among the volunteers.
- 2) All regular full-time employees who work on these holidays shall receive time and one-half (1-1/2) for work performed on the sixth (6th) day of the holiday work week. A Full-time employee who does not work on these holidays shall receive time and one-half (1-1/2) for work performed on the fifth (5th) day of the holiday work week.
- 4) Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8) in addition to holiday pay provided the employee is eligible for holiday pay based on the eligibility rules of this ARTICLE 5. Hours worked in excess of eight (8) on the summer holidays shall be compensated at time and one-half (1-1/2) the employee's **regular rate of pay**.
- B. Part-Time and Courtesy employees:
- 1) All part-time and **Courtesy employees**
- a) Work performed on the summer holidays shall be outside the regular work week for the purposes of "Minimum Scheduled Hours" and "Temporary Full-Time" as set forth in ARTICLE 2 of this Agreement.

b) Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8) in addition to holiday pay provided the employee is eligible for holiday pay based on the eligibility rules of this ARTICLE

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

In the Meat Department the stores shall first be staffed by volunteers. **In the event there are not enough journeymen volunteers, the Employer may staff with trained Grocery employee Volunteers or Employer can run dry.**

ARTICLE 6 DEFINITIONS

SECTION 6.1: FULL-TIME:

A regular full-time employee shall be an employee who normally works thirty-two (32) hours or more per workweek, exclusive of hours worked on Holidays. **Full-time employees are guaranteed schedules of forty (40) hours per week unless mutually agreed to otherwise.**

SECTION 6.2: PART-TIME:

A Part-time employee shall be an employee who works less than forty (40) hours per workweek, exclusive of hours worked on Holidays.

A. **TIER 1 PART-TIME:** A Tier 1 Part-time employee shall be an employee who normally works 30–39.99 hours per workweek, exclusive of hours worked on Holidays.

B. **TIER 2 PART-TIME:** A Tier 2 Part-time employee shall be an employee who normally works 20–29.99 hours per workweek, exclusive of hours worked on Holidays.

C. **TIER 3 PART-TIME:** A Tier 3 Part-time employee shall be an employee who works less than 20 hours per workweek, exclusive of hours worked on Holidays. No contributions will be required for Tier 3 Part-time employee.

SECTION 6.3: COURTESY:

Courtesy employees normally work less than 30 hours per week, inclusive of holidays. In addition to duties of a bagging and carrying out groceries, these employees may perform maintenance and cleaning in all areas inside and outside the store; clean and maintain all shelving, equipment and display cases (refrigerated and non-refrigerated); remove cardboard from the shelf, case or display, and level product; collect and dispose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case thereafter.

SECTION 6.4: GROCERY CLERK/MEAT STOCKER:

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

B. No grocery employee shall perform this work as long as any meat department employee hired before **October 25, 2019**, is on layoff or partial layoff without offering this work to the employee who is on layoff who could perform this work at their normal rate of pay.

SECTION 6.5: DEPARTMENT HEAD:

The Employer shall maintain a minimum of three Department Head positions in each of its stores, **except Widmer's which is only required to have two (2) department heads.**

The Employer may create or designate additional department heads and will notify the Union when it does so.

SECTION 6.6: HEAD JOURNEYMAN MEAT CUTTER:

The Head Meat Cutter shall be a qualified Journeyman Meat Cutter. He/she shall perform all of the duties of a **Meat Cutter** in the meat department. Because of the greater working skill and experience that the Head Meat Cutter must possess, he/she shall, in the performance of his/her work, direct the movement and operations of the other employees in the meat department.

SECTION 6.7: MEAT CUTTER:

A **Meat Cutter** is a skilled employee who has either served his/her apprenticeship or who is qualified as a skilled meat cutter. His/her duties shall consist of receiving, handling, cutting, selling, processing, wrapping and displaying of meat, poultry, sausage, seafood or fish; fresh, frozen, chilled or smoked, as further described in SECTION 6.9. **Meat Cutters are non-department heads who are full-time employees, unless mutually agreed to otherwise.**

SECTION 6.8: APPRENTICE:

An Apprentice is a person learning all the details in developing manual skill for performing, after a stated training period, the duties of a Meat Cutter. In the course of his/her duties, he/she shall be under the supervision of a trained **Meat Cutter** or **Head Journeyman Meat Cutter**.

SECTION 6.9: PRODUCTION CUTTING:

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

ARTICLE 7
VACATIONS

SECTION 7.1: VACATION ALLOWANCE:

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

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

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

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

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

SECTION 7.2: COMPUTATION OF VACATION PAY:

A. Full-time:

1) Vacations for a full-time employee will be computed on the basis of average hours worked per week with straight-time pay up to forty (40) hours and time and one-half (1-1/2) pay on those hours over forty (40).

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

B. Part-time:

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

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

SECTION 7.3: TERMINATION OF EMPLOYMENT:

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

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

SECTION 7.4 VACATION SCHEDULING:

A. Vacations shall consist of consecutive working days.

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

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

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

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

SECTION 7.5: VACATION PAY:

All employees shall receive their vacation pay at the time they take their vacation. **Employees taking a full week of vacation may request their vacation pay in advance. Such request must be made with sufficient written notice to the Employer.**

SECTION 7.6 EARNED SICK AND SAFE TIME (ESST):

Employees in their first year of employment accrue Earned Sick and Safe Time at the rate of one (1) hour for every thirty (30) hours worked up to a maximum of forty-eight (48) hours. These hours are only available to use for sick and safe benefits. On the employee's first anniversary, the employee will receive one week of paid vacation (in accordance with Section 7.2 above) and any unused ESST benefits will be converted to personal days in addition to any personal day(s) awarded in the Agreement. The employee may use the personal days for ESST, Vacation or Personal Days under the guidelines outlined in this agreement or the St. Paul ESST Ordinance. After the first year of employment, employees will not accrue additional ESST days, but will be awarded Vacation and Personal days according to the schedules provided in Agreement.

Current Employees:

Effective October 25, 2019 all employees who have been employed by the Employer prior to November 1, 2018 (only) will receive ESST hours based on 1 hour for every 30 hours worked up to a maximum of 48 hours. These hours may be used for ESST only until November 1, 2019 where they will convert to personal days. There will be no further accrual of ESST days. All other employees who have less than one year with the employer on November 1, 2019 will have their unused ESST days converted on their anniversary date.

ARTICLE 8
LEAVE OF ABSENCE

SECTION 8.1: PERSONAL LEAVE OF ABSENCE:

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

SECTION 8.2: ACCIDENT, INJURY, PREGNANCY OR SICKNESS:

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

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

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

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

SECTION 8.3: FUNERAL LEAVE:

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

B. In the event of the death of a spouse or domestic partner, the employee shall be entitled to a maximum of four (4) days funeral leave. A one (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative in the employee's home at time of death.

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

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

SECTION 8.4: JURY DUTY:

An employee shall immediately notify his/her Employer upon receiving a call for jury duty. When a regular full-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings for a forty (40) hour week at his/her straight-time rate of pay. When a top "24%" part time employee is required to serve on a petit jury, the employer agrees to pay for time served on the petit jury up to the number of hours actually lost during the week based on the employees average weekly earnings, exclusive of Sundays. Such an employee must report for work whenever his/her presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

SECTION 8.5: MILITARY SERVICE:

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

SECTION 8.6: FAMILY AND MEDICAL LEAVE ACT:

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

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

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

ARTICLE 9
DISCHARGE

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

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

ARTICLE 10
PICKETING

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

ARTICLE 11
STRIKE-LOCKOUT

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

ARTICLE 12
UNION-EMPLOYER COOPERATION

SECTION 12.1: UNION STORE CARD:

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

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

SECTION 12.2: STORE VISITATION:

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

SECTION 12.3: LABOR MANAGEMENT COMMITTEE:

A committee composed of representatives of the Union and the Employer shall be established for purposes of discussion and resolution of any problems occurring under the terms

and conditions of this agreement. This language does not preclude the use of the normal grievance procedure contained in ARTICLE 14.

SECTION 12.4: FURNISH HELP:

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

SECTION 12.5: UNION MEMBERSHIP AND EMPLOYERS:

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

SECTION 12.6: SHOP STEWARDS:

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

SECTION 12.7: BULLETIN BOARD:

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

SECTION 12.8: STORE SECURITY:

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

SECTION 12.9: WORKERS COMPENSATION:

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

SECTION 12.10:

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

SECTION 12.11:

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

ARTICLE 13
VIOLATIONS OF AGREEMENT

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

ARTICLE 14
GRIEVANCE AND ARBITRATION

SECTION 14.1: GRIEVANCE:

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

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

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

D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason, must be filed in writing with the Employer and the Union within thirty (30) calendar days of each alleged act of violation, except that back pay on grievances involving the failure of the Employer to grant wage increases in accordance with the Agreement, and those involving the failure to pay a **Courtesy** employee the proper rate of pay when he/she does stock work, shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.

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

SECTION 14.2 MEDIATION:

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

SECTION 14.3: ARBITRATION:

A. If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue. If the parties cannot agree upon the selection of the third (3rd) neutral party within seven (7) calendar days from the date of their selection, either party may call on the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The Union and the Employer representative shall alternately strike one (1) name from the list of seven (7) until only one (1) name remains, who then, shall be appointed the neutral member of the board. The party making the request for arbitration shall strike the first (1st) name. The Board of Arbitration shall meet promptly and shall hear all the evidence in the case or cases referred to it and render its majority decision thereon within seven (7) calendar days of the date of the final submission of the case to it. Each party shall bear the expense of presenting and preparing its own case and the expense, including any if such there be, in connection with the neutral member, to be borne equally by the parties. There shall be no recourse to any other method of settlement unless a party fails to accept and comply with the award, in which case, the award may be enforced by further action of the party in whose favor such award has been given. The majority decision of this Board of Arbitration shall be final and binding upon all parties involved.

B. Status Quo:

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

SECTION 14.4: LIMITATIONS ON ARBITRATOR:

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

SECTION 14.5: TIME LIMITS:

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

ARTICLE 15 SHELF STOCKING

The Employer shall be allowed to utilize suppliers, vendors and salesmen to stock products that they represent, stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers, i.e., perishable specialists in perishable departments, grocery specialists in grocery departments, etc., for the purpose of doing resets. All other products will be stocked by members of Local 1189, only, except that the store manager (but no other supervisor) may stock products.

As a condition of this Article, the participating Employer agrees for the duration of the collective bargaining agreement that there shall be no lay off or reduction in hours of any full-

time employee, or for the 24% most senior part-time employees as of **October 25, 2019** on the Employer's seniority list, a reduction of scheduled hours below twenty-four (24) per week. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall lose its right to operate under the terms of this Article. It is understood and agreed that this provision regarding layoffs or reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to "act of God," or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, "Sunday-only" employees, or employees working on waivers.

ARTICLE 16 AUTOMATION

SECTION 16.1:

A. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agrees as follows: In the event the Employer introduces major technological changes which for the purpose of this article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such a change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice, but, in such case, the Employer will give as much advance notice as possible.

B. In addition the Employer agrees:

- 1) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- 2) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- 3) In the event an employee is not retrained or transferred and permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with APPENDIX "C" attached hereto and made a part of this Agreement.

C. An employee shall be disqualified for severance pay in the event the employee:

- 1) Refuses retraining
- 2) Refuses a transfer within the bargaining unit
- 3) Voluntarily terminates employment

ARTICLE 17
LEGAL ISSUES

A. Discrimination:

No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, sexual orientation, **gender identity, religion, veteran status**, or protected Union activities.

B. Conflicting Agreements:

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

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

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

D. **The Employer agrees to abide by the regulations of the City of St Paul, MN's Earned Safe and Sick Time in all its stores.**

ARTICLE 18
HEALTH CARE PLAN

SECTION 18.1: HEALTH CARE CONTRIBUTIONS

- A. 1) The Employer agrees to pay into the United Food and Commercial Workers Union, Local 1189 and St. Paul Food Employers Health Care Plan contributions on behalf of any regularly classified full-time employee who has worked thirty-two (32) or more hours per week or averaged thirty-two (32) or more hours per week for the reporting period, **or on Tier 1 Part-time employees who work forty (40) or more hours per week. Full-Time employees will be eligible for benefits on the first of the month following no less than 8 weeks of Full-time contributions by the employer in a twelve-week period (as outlined in the Plan document).**
- 2) In reporting periods where the full-time employee does not average thirty-two-(32) or more hours per week (as defined in this section) a part-time contribution

will be paid by the employer for the weeks where the employee's hours are below thirty-two (32) hours unless otherwise required.

- B. The Employer further agrees to pay into the Fund contributions on behalf of any regular part-time employee (excluding Tier 3 Part-time employees and Courtesy Employees) as follows:

1) **TIER 1 PART-TIME:** Employees who are classified as Tier 1 Part-time employee who work 40 hours or more in a week (Full-time) will be eligible for benefits on the first of the month following no less than 8 weeks of Full-time contributions by the employer in a twelve-week period.

The Employer will pay part-time contributions on any Tier 1 Part-time employee working less than 40 hours. Employees who are classified as Tier 1 Part-time employees but who do not work 40 or more will be eligible for single health care coverage after 1 year of "part-time" contributions made by the employer. 30-40-hour employees who previously qualified for Full-time benefits but who subsequently do not regularly work 40 hours will not remain eligible for Full-time (family) coverage but will remain eligible for part-time (single) coverage.

2) **TIER 2 PART-TIME:** The Employer will make part-time contributions on all Tier 2 Part-time employees after 1 year of part-time employment as a Tier 2 Part-time employee. Tier 2 Part-time employees will be eligible for coverage at the end of their second year as a Tier 2 Part-time employee and after 1 year of employer contributions to the fund at the "part-time" contribution rate.

3) **TIER 3 PART-TIME:** No contributions will be required for Tier 3 Part-time employee. These employees are not eligible for Health care benefits.

C. No contribution should be made for Courtesy employee unless such employee works thirty (30) or more hours in a week, and in that case, the contribution to the Fund on behalf of such employee shall be required for each of these weeks.

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

SECTION 18.2:

Year 1	Full-Time	Part-Time
April 7, 2019	\$196.88 per week	\$73.48 per week
Year 2		
April 5, 2020	\$202.13 per week	\$75.73 per week
Year 3		
April 4, 2021	\$207.63 per week	\$78.23 per week

SECTION 18.3:

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

SECTION 18.4 ANCILARY BENEFITS

A. LIFE ISURANCE: Effective January 1, 2020, Life insurance (\$5,000) and Accidental Death and Dismemberment benefit (\$1,000) for all employees who do not currently receive this benefit: the Employer will contribute \$1.25 per month for those employees with one year of completed service and in classifications for whom no Health and Welfare payment is currently made. No additional contribution is required where the employer currently making a contribution, regardless if the employee is eligible for benefits. (Note that employees who receive Health and Welfare benefits already have this benefit).

B. VISION BENEFITS: The Employer will provide eyeglass coverage for Tier 1 Part-time. The Employer will reimburse 80% of the cost of the employee's eye exam and prescription contacts or eye glasses up to a maximum of \$300 per calendar year. (Note that this benefit is already provided in Full-time benefits).

SECTION 18. 5:

The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union trustees and will be maintained for the life of this Labor Agreement at no contribution cost to employees. Benefits may be modified by mutual agreement of the board of trustees.

SECTION 18.6:

The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. It is agreed that the Trust Agreement shall be amended to provide:

- 1) Conversion of participants existing "grace weeks" to a "benefit bank" measured in dollars;
- 2) Electronic transmission of Employer Contribution payments; and
- 3) A "best efforts" attempt by the Trustees to develop a mechanism for participating employees to self-fund accounts to be used for paying the costs of retiree coverage.

SECTION 18. 7:

The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union trustees and will be maintained for the life of this Labor Agreement at no contribution cost to employees. Benefits may be modified by mutual agreement of the board of trustees.

SECTION 18.8:

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

SECTION 18.9:

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

ARTICLE 19 RETIREMENT PLAN

SECTION 19.1: DEFINED BENEFIT UFCW International Union-Industry Pension (National Pension Fund):

A. Effective with the payment made in August 2019 for hours worked on or after July 1, 2019, the rate of contribution for eligible meat department employees during the term of this Agreement will be changed to **\$234.81** to reflect the decreased AUCR cost for the life of this CBA. . (The April 7, 2013 rate of \$272.00/month less **\$37.19** month "excess contribution" amount equals **\$234.81/month**).

Effective with the payment made in August 2019, this "excess contribution" in the amount of **\$37.19/month** will instead be remitted to the UFCW Local 1189 Defined Contribution Fund (401A) on behalf of the same eligible meat department employees.

It is understood that should the Trustees of the National Pension Fund determine that the AUCR cost will increase in a manner that causes an increase in the Employer's required contributions to the fund, then the full "excess contribution" amount of **\$37.19** per month to the UFCW Local 1189 Defined Contribution Fund (401A) will revert back to the National Pension Fund to offset any amount of increase in the Employer's required monthly pension contribution effective at the same time that the increased pension contributions are effective.

The Employer will make the above contributions into the United Food and Commercial Workers International Union-Industry pension fund during the term of this Agreement for **Journeyman Head Meat Cutter employees**.

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

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

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

SECTION 19.2: DEFINED CONTRIBUTION PLAN:

- A. 1) The Employer will make the following contributions into the Local 1189 Defined Contribution Fund during the term of this Agreement for all bargaining unit employees (except **Courtesy** employees and **Tier 3 Part-time** employees) for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week.

	3/1/2018	4/7/2019	4/5/2020	4/4/2021
Full-Time Grocery Employees	\$.100	\$1.05	\$1.10	\$1.15
Regular Part-Time Grocery Employees	\$.78	\$0.83	\$0.88	\$0.93
Full-Time Journeyman Head Meat Cutter	\$.20	\$0.25	\$0.30	\$0.35

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

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

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

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

ARTICLE 20
VACATION RELIEF AND SUMMER WAIVER PERIOD

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

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

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

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

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

ARTICLE 21
MANAGEMENT RIGHTS

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

ARTICLE 22
SUCCESSOR

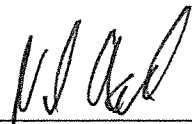
In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for there under, including all seniority and service time accumulated, except that the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

ARTICLE 23
TERM OF AGREEMENT

This Agreement and any addendums shall take effect April 7, 2019 and shall continue in full force and effect through April 9, 2022 and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement. All Appendices are attached hereto and made a part hereof.

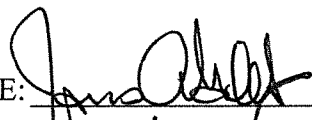
DATED THIS 20th DAY OF November, 2019

FOR THE EMPLOYER:

NAME: 
TITLE: Pres.

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

NAME: 
TITLE: Secretary Treasurer

APPENDIX "A" WAGE RATES

<u>DEPARTMENT HEADS</u>	<u>3/3/2019</u>	<u>4/5/2020</u>	<u>4/4/2021</u>
GROCERY MANAGER	\$22.75	\$23.25	\$24.00
ALL OTHER MANAGERS	\$21.77	\$22.27	\$24.00
HEAD PRODUCE	\$21.77	\$22.27	\$24.00
MEAT DEPARTMENT HEAD	\$22.75	\$23.25	\$25.00
OVERSCALE INCREASES		\$0.50	\$0.50
FULL-TIME NON-DEPT. HEAD	\$17.50	\$18.00	\$18.50
OVERSCALE INCREASES		\$0.50	\$0.50

MEAT PREMIUM

Employees trained as meat-cutters will be paid
no less than \$2.50 over the Full-time Non-Dept head rate of pay.

<u>REGULAR PART-TIME</u>	<u>3/3/2019</u>		<u>4/5/2020</u>	<u>4/4/2021</u>
0 – 1040 HOURS	\$9.50	0 - 520 HOURS	\$10.00	\$11.00
1041-1800 HOURS	\$9.75	next 520 HOURS	\$10.50	\$11.50
1801-2500 HOURS	\$10.00	next 520 HOURS	\$11.00	\$12.00
2501-3200 HOURS	\$10.25	next 520 HOURS	\$11.50	\$12.50
3201-4000 HOURS	\$10.50	next 520 HOURS	\$12.00	\$13.00
4001-4800 HOURS	\$11.00	next 520 HOURS	\$12.50	\$13.50
4801+ HOURS	\$12.25	next 520 HOURS	\$13.00	\$14.00
OVERSCALE INCREASES		next 520 HOURS	\$13.50	\$14.50
		next 520 HOURS	\$14.00	\$15.00
		next 520 HOURS	\$14.50	\$15.50
		next 520 HOURS	\$15.00	\$16.00
		OVERSCALE INCREASES	\$0.50	\$0.50

<u>COURTESY</u>	<u>3/3/2019</u>		<u>4/5/2020</u>	<u>4/4/2021</u>
HIRE	\$9.50		\$10.00	\$11.00
6 MONTHS	\$9.75		\$10.50	\$11.50
12 MONTHS	\$10.00		\$11.00	\$12.00
OVERSCALE INCREASES				

<u>UNDER AGE 18 (YOUTH WAGE)</u>			<u>4/5/2020</u>	<u>4/4/2021</u>
Hire	\$7.75	HIRE	\$9.50	\$10.50
6 months	\$8.00	90 DAYS		
12 months	\$8.25	THEN MOVE		
18 months	\$8.50	TO SCALE		

Upon either party serving notice in writing upon the other party with thirty (30) days' notice to reopen if Minnesota State Law or Local Law changes that would affect wages or other benefits listed or not listed in this Agreement.

Effective April 5, 2020:

Employees will receive a minimum of \$.50 per hour increase. If a current over-scale employee is in-between a rate after receiving the \$.50 wage increase, the employee will be moved to the next higher rate of pay on the scale, and will progress from there.

APPENDIX "B"
STORE CLOSING

The Employer and the Union agree as follows:

- 1) In the event the Employer permanently discontinues operations at a store, whose employees are covered by a collective bargaining Agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this agreement.
- 2) A regular employee having four (4) or more years of continuous employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:
 - a) The employee voluntarily terminates his/her employment or is discharged for just cause prior to the date operations are discontinued; or
 - b) The employee is offered employment at the same location by a successor Employer or is offered employment at another location by the Employer or any other Company having a collective bargaining Agreement with these Unions or with another Union having a labor contract covering similar work in the Twin City Metro area; or
 - c) The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the Employee's behalf; or
 - d) The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.
- 3) The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous employment in excess of four (4) but not to exceed a maximum of six (6) weeks' pay. Payment of severance pay shall be subject to any Federal or State withholding requirements.
- 4) Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid: Provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by a collective bargaining Agreement with these Unions, (or with another Employer having a labor contract covering similar work in the Twin City Metro area), or who accepts the collective bargaining Agreement in effect with these Unions.

- 5) Upon acceptance of his/her last payment of severance pay an employee shall lose any and all seniority or recall rights or credit for previous experience under the collective bargaining Agreement with the Union.
- 6) The Employer shall continue contributions to the Health and Welfare Plan for four (4) weeks following the employee's termination of employment pursuant to ARTICLE 18 of the contract.
- 7) Except for unemployment compensation and vacation payments due under the collective bargaining Agreement, any payment received other than payments provided pursuant to this agreement because of an employee's termination of employment shall be deducted from any severance pay made hereunder.
- 8) The Employer shall give two (2) weeks' notice in advance of discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.
- 9) In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.
- 10) The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this Agreement or under any other collective bargaining agreement with the Union. In the event the provisions of any other Collective Bargaining Agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 11) This Agreement shall expire one (1) year following the expiration date of the current Collective Bargaining Agreement.

October 25, 2019

**LETTER OF AGREEMENT #1
MEAT JOB SECURITY**

During negotiations for the **October 25, 2019** Collective Bargaining Agreement, the Union and Employer agreed as follows:

A. As a condition of the Employer's expanded right to sell any and all case-ready and pre-processed products as provided in ARTICLE 1, SECTION 1.5.C. of the Articles of Agreement, Employer agrees that no regular full-time or regular part-time Meat Department employee who has accrued seniority on Employer's seniority list as of March 6, 2005 (effective date of the new Articles of Agreement) may be laid off or involuntarily reduced in hours while the Employer retains the ability to utilize the case-ready and pre-processed products as provided above.

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

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

Letter of Understanding
By and Between
The Parties to This Agreement

Employees that were employed at this location from the time it became Jim's Market will be credited three (3) years of service **effective November 1, 2014**, for vacation purposes only. See list below:

Full-Time

Anderson, Dawn
Hurley, Brian
Colwell, John

Part-Time

Becker, Dean
Brunner, David
Clasen, Pamela
Cody, Jeff
Felton, Wendy
Guscetti, Anna
Kinzer, Michael
Wanger, Jean

Letter of Agreement by and between

UFCW Local 1189 (Union)

and

Oxendale's Market (Employer)

The Union and the Employer agree to the following modifications of the Agreement to accommodate the Employer's purchase of two new locations (Korte's and Widmer's) and their subsequent accretion into the Union.

- 1) Employees will be covered by the current Oxendale's Market Agreement except as modified by this Letter of Agreement.
- 2) Employees will have a 60-day probationary period. In the event the Employer determines that additional time is needed to assess an individual employee, the Employer may request a 30-day extension of the probationary period. The Employer will notify the Union and the employee prior to January 10, 2019 of their desire to extend probation and the reason for such extension. The Employer will not request the extension for any Employee without reason or arbitrarily.
- 3) The Employer will match the wage that employees were making at point of hire and will establish hours for credit to the applicable rate. In the event an employee's wage is in-between rates, the wage will remain the same and the hours credited will be the nearest lower rate. Effective January 1, 2019, employees making less than \$10 per hour will be moved to the \$10 rate and will progress from there. Employees in the scales, or in-between rates on the scales will progress to the next level based on their hours worked. Employees at the top of the scale receive increases as outlined in the contract on March 3, 2019. Over-scale employees will receive increases effective with the next negotiated Collective Bargaining Agreement.
- 4) In the event that the Employer has employees in classifications and rates that are not contained in the current Collective Bargaining Agreement, the Union and the Employer agree to meet and determine the appropriate wages and progressions for any such classifications.
- 5) The Employer will provide all employees with Union applications and will collect and forward all applications to the Union, along with the names, job titles and hours of work, classifications, Full or Part-time status, and wage rates for all employees (and any other information needed by the Union to administer the Agreement).

6) Employees hired on or before April 1, 2019 (at the two new locations) will not be required to pay membership initiation. Union membership dues will begin April 1, 2019. Employees are required to complete Union applications within 30 days of hire.

7) For the purposes of calculating vacation, the original year of hire with the previous owner (or owner prior) of the store covered by the Agreement will serve as the year for determining the amount of vacation awarded up to a maximum of 3 weeks (8 years). Employees will progress through the vacation schedule based on years worked or credited. Vacations shall be awarded annually on the anniversary date of the store purchase for current employees - November 15 (the Employee's date of hire with Oxendale's).

8) For seniority purposes, current employees of the new store shall have a companywide seniority date of November 15, 2018. Employees will be ranked - or have a relative seniority date among their peers - by their original date of hire with the previous owner (or owner prior). New hires (hired after Nov. 15, 2018) will have their date of hire for all purposes of the agreement.

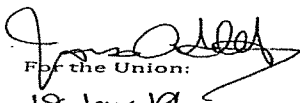
9) Meat Department: The Employer may continue to utilize any current PT meat-cutter(s) in a PT capacity. Full-time employees in the meat department who cut meat will be classified as Full-time Non-department head employees for pension purposes will be in the grocery 401 A/K (not the National Pension Fund) and will maintain their wage rate (if over-scale). The Meat Manager will be a Full-time Meat Department Head position and will have contributions made to the National Pension Fund and the 401A/K for meat employees as outlined in the Agreement.

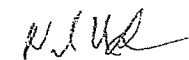
10) For the purposes of complying 3.1: the minimum number of Department Heads and minimum Full-time employees; the Employer will maintain the current number of full-time employees in each location, but will only be required to have two (2) department heads, including the Store Manager and the Meat Department Head at the Widmer's location.

11) In the event that the Employer elects to maintain benefits on a previous part-time employee, the Employer agrees to classify the employee as full-time and make the required full-time contributions on behalf of the employee until such eligibility is established. The employer may not reduce the employee to a part-time classification prior to any such agreed upon eligibility (February 1, 2019). The Employer will provide the Union with the name of any such employee.

12) The Employer will pay eight (8) hours Holiday pay for all full-time employees effective with date of purchase. Part-time employees who worked 30 or more hours per week during the Christmas and New Year's holiday weeks will be paid four (4) hours holiday pay for Christmas and four (4) hours holiday pay for New Year's Day. Part-time employees who

worked 20 hours or more will receive one four (4) hour personal holiday to be used at a mutually agreed upon time within the next twelve (12) months.


For the Union:
18 Jan 19
Date:


For the Employer:
Oxendale's Enterprises
Date: 1/15/19

1/15