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AGREEMENT

**UNITED FOOD AND COMMERCIAL
WORKERS UNION
DISTRICT LOCAL 653 - AFL-CIO**

505 North Highway 169, Suite 755

Plymouth, Minnesota 55441

PHONE: (763) 525-1500

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Office Hours: 8:00 A.M.-4:00 P.M., Monday thru Friday

AFL



CIO

February 29, 2004 - March 4, 2007

57 pages

IMPORTANT

HEALTH & WELFARE AND PENSION OFFICE

(Including Optical, Dental and Prescription)

6600 France Avenue South, Suite 412

Edina, Minnesota 55435

PHONE: (952) 920-5905

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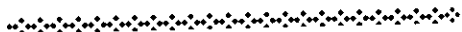
Monday thru Friday

COLOR CODE OF CONTRACT

BLACK COLOR = Grocery & Meat Employees

RED COLOR = Meat Employees

GREEN COLOR = Grocery Employees



**ARTICLES F AGREEMENT
UNITED FOOD AND COMMERCIAL
WORKERS UNION
DISTRICT LOCAL 653, AFL - CIO
PREAMBLE**

THIS AGREEMENT is made and entered into this 29th day of February, 2004, by and between _____,

_____ hereinafter referred to as the "Employer," its lessees, successors and assigns, and the United Food and Commercial Workers Union, District Local 653, and Food Handlers Division of District Local 653, Section A, Minneapolis, Minnesota and vicinity affiliated with the AFL-CIO, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union each represents that the purpose and the intent of the Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between the Union and the Employer, and to set forth, herein, the basic agreements covering rates of pay, hours of work and conditions of employment.

**ARTICLE I
UNION SECURITY**

SECTION 1.1 RECOGNITION: The Union is recognized as the sole and exclusive bargaining agent for all meat and food market employees of the Employer located within the vicinity outlined below and covered under Article V of this Agreement.

The vicinity shall be defined to mean the area as herein defined. Starting at the south end of the Mendota Bridge continue the existing line to a point one mile east of Rosemount then on a diagonal line south including the Section 14, then connecting to Highway 79 following south to Junction with Highway 86, then west along Highway 86 to where Highway 86 meets the southern border of

Scott County then west to include all New Prague then continuing west along the south line of Scott County to the Minnesota River then following the river northeasterly to the point where the west line of Carver County joins the Minnesota River then north along an extension of this line to the south end of the west line of Hennepin County following the West Hennepin County line north to the Crow River, along the Crow River to the west Anoka County line, north to the southwest corner of St. Francis East along the South St. Francis line to the southeast corner north to the Anoka County Line following the Anoka County Line east then south to the south line of Linewood Township, then west to the midpoint of the north line of Section 1 of Ham Lake Township from this point south to include approximately west half (1/2) of Section 1, 12, 13, 24 (that portion west of Anoka County Road #17) and those portions of Section 25 and 35 west of present location of Anoka County #17 then south into Blaine including all west of the present locations of Anoka County Road #17, to Highway 35W to Minnesota Highway #280 then following the Minneapolis city limits to the Mendota Bridge.

SECTION 1.2 UNION SHOP: All present employees who are members of the Local Union on the effective date of this Agreement, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Local Union as a condition of employment on or after the thirty-first (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) day following the beginning date of their employment, whichever is later.

“Good Standing” is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his/her membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for

discharge, unless within said ten (10) day period the delinquent employee pays or tenders his/her delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union.

SECTION 1.3 CHECKOFF: The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a monthly basis and will be transmitted to the Union within ten (10) days after such deduction. The Union will supply to the Employer sufficient number of checkoff authorization cards, which the Employer shall give to each new employee at the time they are hired.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any of the monies deducted and forwarded by the Employer to the Union in reliance upon employee deduction authorization cards submitted to the Employer, or in the event that the Employer removes an employee from his/her job upon notification from the Union to do so.

SECTION 1.4 PROBATIONARY PERIOD: New employees shall be classified as probationary employees during the first thirty (30) days (calendar days) of their employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without cause. At the end of the probationary period, such employees will be entered on the seniority list as of their date of hire. However, during the probationary period all other contract provisions shall prevail.

ARTICLE II

HOURS OF WORK - OVERTIME

SECTION 2.1 Except as provided in Article II, Section 2.16, the basic workweek for full-time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days,

Monday through Saturday. All undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in each classification excluding Department Heads. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day except on the day before Christmas when employment ceases as provided in Article III herein. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. The option of a thirty (30) minute lunch hour will only be in stores where such is practical and where the thirty (30) minute lunch hour would not result in a shorter day operation or additional payment of overtime. Any deviation shall be mutually agreed upon by the Union and the Employer.

SECTION 2.2 Except as provided in Article II, Section 2.16, any employee working in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid one and one-half (1½) times their regular rate of pay for all hours worked. There shall be no pyramiding or duplication of overtime or premium pay. One and one-half (1½) times shall be paid to all full-time meat employees, for all time worked before 5:00 a.m. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.16 of this Article. Extra journeymen meat cutters shall include only meat cutters who are scheduled for less than forty (40) hours per week.

SECTION 2.3 Except as provided in Article II, Section 2.16, Head Meat Cutters and Journeymen or Apprentices who are scheduled or called to work on their sixth (6th) workday of the workweek shall be entitled to eight (8) hours work or pay at one and one-half (1½) times their rate of pay. All other regular employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6th) workday. The sixth (6th) workday is defined as the employee's scheduled day off. No employee shall be required to work on this day, except in case of an emergency, however, if the employee exercises his/her option of not being required to work on

the sixth (6th) workday, he/she shall notify the Employer at the time of scheduling of his/her workweek that he/she does not desire to work on that day.

SECTION 2.4 Overtime hours will be rotated between all Journeymen. In addition, another employee other than a Journeyman may be the only employee on duty so long as the employee is from the same market.

SECTION 2.5 Except as provided in Article II, Section 2.16, and Article XVIII, Section 18.2, Group I, Paragraph F, the basic workweek for full-time employees (including department heads) shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day except on the day before Christmas when employment ceases as provided by Article III herein. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. Any deviation shall be mutually agreed upon by the Union and the Employer.

SECTION 2.6 Except as provided in Article II, Section 2.16, any employee working in excess of eight (8) hours per day (except courtesy employees) or forty (40) hours per week shall be paid one and one-half ($1\frac{1}{2}$) times their regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay.

SECTION 2.7 Except as provided in Article II, Section 2.16, full-time employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6th) workday. Their sixth (6th) workday is defined as the employee's scheduled day off. No employee shall be required to work on this day except in the case of an emergency. However, if the employee exercises his/her option of not being required to work on the sixth (6th) workday, he/she shall notify the Employer at the time of scheduling of his/her workweek that he/she does not desire to work on that day.

SECTION 2.8

- (A) Except as specifically provided in Paragraph (B) of this section, full-time employees hired before April 4, 1968 as a result of the elimination of one and one-half (1^{1/2}) time for work after 6:00 p.m. or work prior to 7:00 a.m., shall not be scheduled to work more of such hours per week than they averaged per week during the four (4) week period beginning February 4 and ending March 2, 1968.
- (B) Employees covered under Paragraph (A) of this section may be scheduled to work one day of the regular workweek on a shift which includes hours before 7:00 a.m., and/or after 6:00 p.m. at straight time rates of pay. Employees working more than one (1) day per week prior to 7:00 a.m. and/or after 6:00 p.m. shall receive one and one-half (1^{1/2}) times their regular rate of pay for these hours. Such work will be scheduled on an equitable basis within the classification of department heads and grocery clerks.

SECTION 2.9 Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. in night operations shall receive a twenty (20) minute supper period with pay. An employee shall not be required to take more than twenty (20) minutes for his/her supper period provided however, that if an employee requests more than twenty (20) minutes and the Employer grants such request, the Employer shall not be required to pay for the supper period. The employee shall have the right to refuse to take longer than twenty (20) minutes for a supper period.

SECTION 2.10 Full-time employees shall not suffer loss of employment or be rescheduled so as not to receive their full workweek as a result of establishing a shorter day operation, unless the shorter day operation is required pursuant to an energy conservation law enacted by the State of Minnesota or the Congress of the United States.

- (A) Part-time employees, except for those working Saturday only and for peak part-time employees, will be scheduled to work a minimum of fifteen (15) hours of employment each week, in no more than five (5) days Monday through

Saturday, exclusive of Sunday and holiday hours worked and/or paid for. Part-time employees shall receive not less than four (4) hours of work or pay at one and one-half (1½) times their regular rate of pay, if called to work on their sixth (6th) workday.

- (B) Part-time and courtesy custodial employees will be paid a minimum of four (4) hours at the prescribed rate when scheduled or called to work.
- (C) The minimum hours expressed in paragraphs (A) and/or (B) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid for six (6) months, at which time a new written request must be submitted by the employee for the Employer's approval. All such approval requests shall be promptly sent to the Union, and any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 18.2(I).

SECTION 2.11 COURTESY EMPLOYEES: The Employer will make every effort to schedule courtesy employees, except those working on Saturday only, at no less than twelve (12) hours per week. Courtesy employees may work up to forty (40) hours of work per week at straight time and be paid one and one-half (1½) times their regular rate of pay after forty (40) hours only.

SECTION 2.12 All employees shall receive a paid rest period of ten (10) minutes for any three (3) hours worked not to exceed twenty (20) minutes in any workday of less than twelve (12) hours. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

SECTION 2.13 Night stock crews who are employed eight (8) hours per night, while the store is closed to customers, shall be paid a one-half (½) hour lunch period in lieu of their two (2) ten (10) minute rest periods.

SECTION 2.14 All full-time meat employees who have worked a complete shift shall be given a minimum of eight (8) hours break before their next work shift.

All full-time and part-time food handler employees who have worked a complete shift shall be given a minimum of ten (10) hours break before their next work shift, except for peak part-time employees or employees working under Section 2.8, Paragraph B of this Article.

SECTION 2.15 Schedules for all full-time employees will be posted in each store by Friday noon for the following two (2) workweeks. Sunday schedule for full-time employees shall be posted four (4) weeks in advance.

Schedules for the top 24% part-time (Group II Employees) shall be posted in each store by Friday noon for the following two (2) workweeks, including Sundays. These employees shall also have the right to select a designated day off Monday through Thursday.

Seniority shall apply for selection of designated days off.

Schedules for all other part-time employees will be posted in each store by Friday noon for the following workweek. Part-time employees shall have the right to have their schedules temporarily changed to accommodate their personal needs, providing they give management two (2) weeks' advance notice.

SECTION 2.16 FOUR (4) TEN (10) HOUR WORKWEEK OPTION: Full-time employees of the store shall have the option of selecting a four (4) ten (10) hour day workweek schedule as provided below. The Employer, based on the employee's desired option, shall have the obligation to develop such a work schedule. The basic workweek shall be forty (40) hours to be worked in any four (4) days, Monday through Saturday.

Department Heads selected prior to March 4, 2001, with the exception of Produce Department Heads, Meat Department Heads, and Delicatessen Department Heads, shall retain the ability to exercise their option to claim a four (4) ten (10) hour day workweek schedule. All newly promoted Department Heads selected after March 4, 2001, regardless of department, may be excluded from the four (4) ten (10) hour day workweek schedule option.

Four (4) ten (10) hour days upon request by the employee, shall be made available to a minimum of twenty-five percent (25%) of the

employees in meat and twenty-five percent (25%) of the employees in grocery per week. Any employee as of March 2, 1986, that is currently working a four (4) ten (10) hour day, workweek schedule shall not have their four (4) ten (10) hour day workweek schedule eliminated by the Employer in an effort to comply with the twenty-five percent (25%) minimum in either meat or grocery departments, including the Deli Department.

The Employer shall use reasonable and fair judgment in developing four (4) ten (10) hour day schedules and five (5) eight (8) hour day workweek schedules and shall make every endeavor to schedule consecutive days off. These consecutive days off shall include, when possible, Sunday, thus giving the employee three (3) or two (2) days off in a row, and on occasion five (5) days off in a row for those employees on the four (4) ten (10) hour shift, and the three (3) days off in a row for those employees on the five (5) eight (8) hour shift. Consecutive day-off schedules shall be rotated on an equitable basis.

During holiday weeks an employee on a four (4) ten (10) hour day schedule may be scheduled for five (5) eight (8) hour day workweek. Employees will receive holiday pay for ten (10) hours when so scheduled.

Any full-time employee working in excess of ten (10) hours per day or forty (40) hours per week shall be paid one and one-half (1^{1/2}) times their regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay.

Waiver employees and people on layoff or leave of absence will not count in determining the twenty-five percent (25%) employees on the four (4) ten (10) hour day workweek schedule.

SECTION 2.17 A full-time employee may be reduced to a thirty-two (32) hour workweek only upon written request from the employee and for a reduction period of not less than six (6) months from date of reduction. Employees requesting a reduction must give notice to management in writing, at least one (1) week prior to the week in which the reduction is to become effective. Any such request must be approved by both the Employer and the Union. If more requests for reduction are made than can be allowed, then the

requests shall be granted on the basis of seniority with the most senior employee being accorded the first (1st) choice.

SECTION 2.18 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 hours on any given shift shall be scheduled or assigned to work in violation of such legal restrictions.

ARTICLE III HOLIDAYS

SECTION 3.1 Except as provided in Article III, Section 3.1 A, it is agreed that no clerk shall be required or permitted to work on the following holidays:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

In the week in which a holiday occurs, the basic workweek shall be thirty-two (32) hours for those full-time employees working eight (8) hour days, or thirty (30) hours for those full-time employees working ten (10) hour days except for the week in which Christmas Eve occurs.

It is further agreed that all markets shall be closed on Thanksgiving Day, and Christmas Day regardless of the type of business in which such markets are engaged.

(A) **New Year's Day - Memorial Day - Independence Day - Labor Day:** Employers who desire may operate their stores on these holidays. Stores opened on these holidays will be staffed by volunteers. If there are not enough volunteers available to staff the stores, Employers may at their discretion, schedule the required number from part-time employees using reverse seniority. It is agreed that all markets shall be closed by 6:00 p.m. on New Year's Eve Day. New Year's Day, stores may be allowed to re-open at 6:00 a.m. Staffing of stores prior to 6:00 a.m. will be allowed.

New Year's Day, Memorial Day and Independence Day holidays shall be paid at straight time for all hours

worked up to eight (8) hours or ten (10) hours if on the four (4) ten (10) hour week.

Labor Day: Full-time employees shall be paid one and one half (1½) times the employee's regular rate of pay for all hours worked, plus holiday pay. Regular part-time employees and retail specialists with five (5) years or more seniority shall be paid straight time plus one dollar (\$1.00) per hour premium for all hours worked, plus holiday pay.

When a full-time employee works on these holidays, it will not be considered as working under the overtime provisions outlined in Section 1 of this Article. Employees working these holidays shall also receive holiday pay, if qualified, based on the provision outlined in Sections 3.2 & 3.3 of this Article. Employees working these holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a floating holiday subject to the same terms and conditions of floating holidays as outlined in Section 3.4. Employees who are working the four (4) ten (10) hour workweek, shall work thirty (30) hours in the week in which the holiday falls and shall be paid ten (10) hours of straight time holiday pay for the holidays listed in Section 3.1 & 3.4 of this Article. In order to receive the ten (10) hour holiday pay the employee must be on the four (4) ten (10) hour shift the week in which the holiday occurs.

- (B) **Thanksgiving Day:** All markets shall be closed.
- (C) **Christmas Day:** All markets shall be closed. It is further agreed that all markets shall be closed by 4:00 p.m. Christmas Eve. No employee shall be required to work past 4:30 p.m. on Christmas Eve Day. Full-time employees shall receive three (3) hours holiday pay for Christmas Eve. Part-time employees shall receive holiday compensation for hours normally scheduled but not worked from store closing on December 24th to 6:00 p.m. If Christmas Day falls on any day except for Sunday the basic workweek for full-time employees shall be twenty-nine (29) hours for employees

scheduled eight (8) hour days or twenty-seven (27) hours for employees scheduled ten (10) hour days. When Christmas Day falls on Sunday the preceding workweek shall be thirty-seven (37) hours and the following workweek shall be thirty-two (32) hours for those full-time employees scheduled eight (8) hour days or thirty (30) hours for full-time employees scheduled ten (10) hour days.

When Christmas Day falls on Sunday, stores will be allowed to be open the following Monday, paid and staffed according to the Sunday provisions, Appendix "A-1" and "A-2."

SECTION 3.2 Regular full-time employees and Retail Specialist employees shall receive eight (8) hours of straight time pay for each of the above listed holidays not worked. Regular full-time employees who are working the four (4) ten (10) hour day workweek shall receive ten (10) hours of straight time pay for each of the above listed holidays not worked. Regular full-time and Retail Specialist employees working on the fifth (5th) workday in a holiday week shall be paid the same as the employees who work on the sixth (6th) workday in a regular week.

All part-time employees (excluding peak part-time employees) who qualify with the requirements in Section 3.3 and are regularly scheduled to work anytime from Monday through Friday shall receive pay for the above listed holidays as follows:

- (A) Employees having ten (10) years of service or less shall receive four (4) hours pay at their regular straight time rate of pay;
- (B) Employees shall receive six (6) hours pay at their regular straight time rate of pay after completing ten (10) years of service or more. All hours paid for shall count towards vacations and wage progressions.

SECTION 3.3 HOLIDAY QUALIFICATIONS: Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. Part-time employees will be eligible if they have completed ninety (90) calendar days of employ-

ment as part-time employees, except for regular part-time courtesy and custodial employees who will be eligible only after they have completed one (1) year of continuous service.

In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness or injury. If the employee does not meet these requirements he/she will not be eligible for holiday pay.

SECTION 3.4 In addition to the calendar holidays set forth in Section 3.1 and Section 3.2, all Food Handler, Courtesy and Custodial employees (excluding peak-part-time employees) who are scheduled to work anytime Monday through Friday will receive three (3) additional floating holidays earned on the employee's anniversary date of each year.

Floating holidays are to be taken during the following anniversary year. Floating holidays shall be taken on mutually agreeable days between employee and Employer. One floating holiday may be taken by the employee on the Saturday prior to a vacation week.

Regular full-time employees shall receive a Monday off which shall be followed by a scheduled Tuesday off so that the employee would have three (3) consecutive days from Sunday through Tuesday or another mutually agreed day off. The most senior employee in the store shall have the first preference.

Basis of payment for the above floating holidays is to be eight (8) hours straight time pay (or ten (10) hours straight time pay if on the four (4) ten (10) hour workweek) for regular full-time and Retail Specialist employees. Part-time employees having less than ten (10) years of service shall receive four (4) hours pay at their regular straight time rate of pay, while those who have completed ten (10) years of service or more shall receive six (6) hours pay at their regular straight time rate of pay.

ARTICLE IV VACATIONS

SECTION 4.1 Regular full-time, part-time, custodial employees, and courtesy employees in the continuous employ of the Employer (excluding peak part-time employees) shall receive one (1) week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service, three (3) weeks' vacation after eight (8) years of service and four (4) weeks' vacation after sixteen (16) years of service and five (5) weeks' vacation after twenty (20) years of service with the same qualifications as stated herein.

All employees who are eligible to take three or more weeks of paid vacation per year shall be allowed to take up to a maximum of ten (10) days of such vacation in one day increments. Requests to use these days must be made during the week prior to the posting of the schedule for the period when the vacation days are to be used. 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.

SECTION 4.2 Full-time employees shall qualify for a vacation after working one thousand six hundred (1600) hours or more during their anniversary year. If they work less than one thousand six hundred (1600) hours, they will receive one-tenth (1/10th) of a full vacation for each one hundred sixty (160) hours worked; provided, however, that full-time employees who have requested to work thirty-two (32) hours per week and have received approval to such request under the provisions of Article II, Section 2.17 will receive vacation payments based upon the reduced workweek in effect at the time the vacation is taken. Vacation pay for each week of vacation will be the average hours paid exclusive of Sundays and holiday hours worked during the preceding anniversary year. Average hours over forty (40) will be computed at one and one-half (1½) full-time employee's regular straight time rate of pay at the time vacation is taken. Full-time employees who have worked sixteen hundred (1600) hours or more in the preceding anniversary year will receive a minimum for each week of vacation, forty (40) hours pay based on their regular straight time rate of pay at the time vacation is taken.

SECTION 4.3 Part-time employees (including courtesy and custodial but excluding peak part-time employees) upon completion of their anniversary year who have worked a minimum of six (6) months and one thousand forty (1040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the same basis as Section 4. 1.

Part-time employees, (excluding courtesy and custodial and peak part-time employees), upon completion of their anniversary year who have worked less than one thousand forty (1040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the basis of: one (1) week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service, and three (3) weeks' vacation after eight (8) or more years of service.

All hours worked and/or paid for shall be considered as hours worked for purposes of determining vacation and vacation pay.

SECTION 4.4 If a holiday falls during an employee's vacation, he or she will receive an extra day of vacation or the equivalent in pay. Employees shall receive vacation pay on the eve of their vacation, except in those instances where vacation is taken in less than a full week increment.

SECTION 4.5 All state and federal tax deductions made on vacation checks shall be computed on an individual week's basis.

SECTION 4.6 Vacation schedules in each store shall be posted by January 1st and vacations selected on the basis of seniority by February 15th of each year. The approved vacation schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period to March 15th. Employees who fail to select vacations by February 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

ARTICLE V WAGES

SECTION 5.1 The minimum rates of pay of the various classifica-

tions covered by this Agreement shall be as outlined in Appendix "B" and "C" attached hereto and made a part of this Agreement. Length of service as a meat department employee shall be computed as that served by the employee with the undersigned company or served as a member of District Local 653. Length of service as a grocery employee shall be computed as that served by the employee with the undersigned company, or served as a member of District Local 653, if retained by a successor employer. Part-time previous service within the past three (3) years will be recognized only if re-employed by the same employer or retained by a successor employer.

SECTION 5.2 A part-time employee is defined as an employee who works an average of less than thirty-two (32) hours per week exclusive of Sunday and holiday hours worked and/or paid for three (3) consecutive weeks and shall be paid not less than the minimum hourly rates of pay listed in Appendix "C."

SECTION 5.3 Part-time employees (other than Retail Specialist employees) who work ninety-six (96) hours or more in a three (3) week consecutive period (excluding Sundays and holidays) shall receive the starting rate for full-time employees for the number of hours worked during the said three (3) consecutive week period only, providing no part-time employee shall receive full-time starting rate in more than two (2) weeks in which the employee worked less than thirty-two (32) hours per week.

SECTION 5.4 It is agreed that the scale of wages herein contained is the minimum scale only and that nothing herein shall be used to defeat the intent and purpose of this Agreement. Anyone who has been receiving more than the minimum shall not have his or her wages cut or hours lengthened. Employees may be paid above the minimum set forth herein at the sole discretion of the Employer. Any employee hired at a rate above the entry level wage set by the contract for his or her classification must be paid a wage corresponding to a rate published in the contract wage scale and receive credit for the beginning hours or months for the corresponding rate of pay and progress accordingly from that point. Employees who have been reduced from department head, will be placed on the appropriate full-time rate of pay. This will apply to department heads who have been demoted in accordance

with Article XVIII, Section 18.2, Group I, Paragraph H, of this Agreement.

SECTION 5.5 When a Group I full-time food handler or delicatessen employee relieves a department head during a one (1) week period or longer, he/she shall be paid the department head rate of pay. However, in stores having a total of sixty-five (65) bargaining unit employees or less, a full-time food handler or delicatessen employee shall be paid the department head rate of pay only if that employee relieves the department head for more than two (2) consecutive weeks.

SECTION 5.6 Employees' check stubs shall show all deductions.

GENERAL CONDITIONS

SECTION 5.7 When employees are 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 Internal Revenue Service as the "standard mileage rate."

If employees make a delivery of product to a store at the Employer's direction, such time will be considered as time worked and mileage will also be paid.

All full-time employees shall receive a minimum of two weeks notice in the event of an Employer initiated transfer. Temporary transfers may occur without notice as a result of an emergency situation arising in the business. No employee will be transferred as a means of discipline. The Employer shall take into account the circumstances of the affected employee in making transfer decisions.

SECTION 5.8 Meat department job duties shall be defined between two (2) separate groups within the meat department classification:

- (A) **Journeyman and Apprentices, Group I.** These employees' job duties include all production work commencing with the initial reduction of primal, sub-primal and/or supplemental cuts of all fresh or frozen meat department products including fish, (whether by use of saw, grinder, cuber, ten-

derizer, slicer, knife or other tools of the trade), through and including the trimming, scraping, traying, boning and leaning out of these products to reduce to retail cuts. This includes fabricating and processing of all value added or specialty items where necessary. A Group I employee may also perform any other work in the meat department, and shall perform such work as assigned.

- (B) **Meat Helper and Service Employees, Group II.** These employees are permitted to perform any work in the meat department except for those job duties expressly reserved for the Group I journeyman and apprentice, as set forth above in Section 5.8 paragraph A. In addition, both helper and service employee may wait upon trade and use the knife or slicers when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer.

SECTION 5.9 The rate herein provided for Head Meat Cutters may be in lieu of any incentive pay program now in effect.

SECTION 5.10 Any extra help called to work shall be given an opportunity to work the balance of the day.

SECTION 5.11 In service and self-service markets one (1) employee must be on duty during all hours the market is open for business, except between the hours of 9:00 p.m. and 7:00 a.m. Meat markets with three (3) full-time employees or less will (a) be allowed to run dry after 6:00 p.m., Monday through Saturday and/or on Sunday, and (b) be required only to schedule one (1) journeyman meat cutter to work one (1) eight (8) hour shift between the hours of 7:00 a.m. and 6:00 p.m. on each day of operation in each store, provided that no meat department employee on the seniority list of the Employer as of March 1, 1998 shall be laid off or experience any reduction in hours of work as a result of this scheduling change. Employees who as of March 2, 1980, were regularly working between midnight and 7:00 a.m. will be red circled and suffer no loss of hours or income.

SECTION 5.12 It is agreed that in a self-service market, the Employer may employ one (1) Apprentice Meat Cutter. No meat market employee may be laid off to provide a job opening for an

apprentice. When a meat helper is employed, no apprentice may be hired in the same market until the meat helper is receiving forty (40) hours per week.

SECTION 5.13 All one-man markets under the terms of this Agreement, where the Employer does not take an active part in the market operation, shall be operated by journeymen only.

SECTION 5.14 All markets shall employ first a Journeyman, then one (1) Apprentice may be hired and the ratio thereafter will be one (1) Apprentice for each three (3) full-time Journeymen.

SECTION 5.15 When a Journeyman relieves a Head Meat Cutter for one (1) week or longer, he/she shall be paid the contract rate for Head Meat Cutter for such time spent in relief.

SECTION 5.16 The Apprentice period for all apprentices shall be twenty-four (24) months and an apprentice serving his/her full twenty-four (24) months shall automatically become a journeyman. Any Employer who fails to give proper training to his/her apprentices shall not be permitted to employ apprentices until a proper training program has been established.

SECTION 5.17 Meat helpers having a seniority date prior to March 2, 1986, will be senior employees within the new Group II employees. The meat service employee will be a forty (40) hour job. The meat service employee shall do no production work of any kind. Employees placed in the new Group II jobs will be placed into the job only as a result of attrition, expansion, either physically or in hours of operation of an existing market, or the openings of new markets.

SECTION 5.18 The Employer will comply with any local, state, or federal regulations relative to the temperatures in the meat cutting rooms.

SECTION 5.19 A delicatessen case not to exceed 12 feet in length and attached to the regular meat case need not have a Deli Department Head. A minimum of one (1) full-time employee will be assigned any delicatessen department which may include the Delicatessen Department Head. Effective March 5, 1995, no full-time employee or Delicatessen Department Head is required in a

delicatessen located in a store that has four (4) or less full-time grocery employees exclusive of delicatessen and meat department employees; provided no Delicatessen Department Head or full-time delicatessen employee in either of those positions in these stores as of March 4, 1995, shall be reduced or laid off.

SECTION 5.20 Food Handler's work includes marking, stocking, displaying and weighing where 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 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.

No food handler shall perform this work as long as any full-time meat department employee hired before February 29, 2004, 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 5.21 Duties of courtesy and custodial employees in addition to bagging, and carrying out (this does not include any shelf stocking or counter work) shall include and be limited to the following except as the parties may mutually agree.

- (A) Maintaining floors in the entire grocery area and clean the entire rest rooms.
- (B) Burning of litter including the gathering of such litter and carrying it to the burning area.
- (C) Sorting of empty bottles, including the carrying and stocking of such bottles in the back room, (exclusive of loading or unloading of such bottles or products).
- (D) Cleaning of all windows located on the outside walls of the store.
- (E) Courtesy and custodial employees may also perform maintenance and cleaning in all areas inside and outside the store; clean and maintain shelving, equipment and display cases (refrigerated and non-refrigerated); remove cardboard from the shelf, case or display, and level product; collect and dis-

pose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case thereafter, provided that these terms shall not apply to those full-time employees whose primary duties are the performance of skilled or "hard" maintenance such as electrical repairs, refrigeration work, etc.

ARTICLE VI DISCHARGE

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency and use of illegal control substance(s) (drugs) will be considered as causes for dismissal. Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.

ARTICLE VII SHOP STEWARD

The Employer shall recognize a Shop Steward appointed by the Union in each retail establishment. However, the performance of his/her duties shall not reasonably affect his/her work and shall not interfere with the operation of the business.

ARTICLE VIII PICKET LINE CLAUSE

It shall not be construed to be a violation of the Agreement for an employee to refuse to cross a picket line of a striking or locked out Union.

ARTICLE IX BEREAVEMENT

All full-time and part-time employees on the seniority list shall be entitled to bereavement pay according to the following:

- A maximum of four (4) days of leave with pay in the event of a death of a spouse or parent.

- A maximum of three (3) days leave with pay in the event of a death of a dependent child.
- A maximum of two (2) days of leave with pay in the event of a death of a brother, sister, mother-in-law, father-in-law, or non-dependent child.
- One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.

Paid leave for days lost from work for bereavement shall, except in the case of leaves of a spouse or parent, be the day of burial and the day or days preceding such burial.

Bereaved employees may take part of their paid bereavement leave for travel time for out of town burials.

Part-time employees shall not have their days rescheduled so as to defeat their paid bereavement leave.

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day or ten (10) hours per day for a full-time employee on the four (4) ten (10) hour workweek.

ARTICLE X JURY DUTY

The Employer shall grant to regular full-time and regular part-time employees who are required to serve on petit jury the difference between the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly rate of pay, and any jury fee paid to the employee. In the case of regular part-time employees, such payment shall be due only for the employee's scheduled hours of work missed as a result of jury service. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day or part of a day during any period of jury service, he/she is to report to his/her store for work.

ARTICLE XI LEAVES OF ABSENCE

SECTION 11.1 PERSONAL LEAVE: The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of the same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not the employee shall be granted a leave of absence.

SECTION 11.2 UNION LEAVE: An employee with at least one (1) year of seniority, who is elected or appointed to a full-time Union office shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year. Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union. Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies), stating the starting and ending time for such leave.

The Employer shall not be required to give a leave for more than one (1) employee from each store.

SECTION 11.3 MILITARY LEAVE: The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for by any applicable federal or state law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority.

Such employees will not be required to use their vacation time for such purposes.

SECTION 11.4 MEDICAL LEAVE: In case of accident, injury, pregnancy, or illness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of

time that the employee is judged by a certified medical authority to be physically unable to work up to a maximum leave not to exceed two (2) years.

The Employer reserves the right to require certification by a medical authority of an employee's physical capabilities of returning to work.

SECTION 11.5 PATERNAL LEAVE: The Employer shall grant employees paternal leave of absence according to state law.

SECTION 11.6 The Employer will grant employees who adopt children reasonable leaves of absence.

SECTION 11.7 RETURN FROM LEAVE: Employees on vacation or leave of absence will be permitted to return to the store where they were employed immediately prior to the leave of absence; provided, however, that the employee returns to the store within six (6) months from the date the leave commences and further provided that the employee has enough accumulated seniority to return to said store. If the leave is in excess of six (6) months, the parties will then meet to determine if the employee can feasibly be returned to said store. Employees on leave of absence in excess of thirty (30) calendar days shall give their Employer a minimum of two (2) weeks' notice of their intention to return to work.

The employee may return earlier if a mutual agreement is reached and hours are available.

SECTION 11.8 Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

SECTION 11.9 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.

ARTICLE XII VISITATION

The Business Representatives of the Union shall be admitted to the workrooms at all times employees of the Bargaining Unit are at work to collect union dues and to satisfy himself that the terms of the contract are being complied with. It is understood, however, that the Business Representative will make his presence known to the store manager or his representatives.

ARTICLE XIII NON-DISCRIMINATION CLAUSE

The Employer and the Union agree that no employee will be discriminated against because of race, creed, color, sex, age, union activities, national origin, or physical handicap.

ARTICLE XIV PENSION

- (A) The Employer agrees to maintain for the duration of this Agreement the established pension program which is jointly administered by the Union and the Employers, and further agrees to make payments on behalf of all employees for each week when such employee has worked thirty-two (32) or more hours or thirty (30) or more hours (for those employees on the four (4) ten (10) hour workweek) excluding hours worked on Sundays and holidays, except for floating and banked holidays. The contribution will be:

Effective February 29, 2004: \$77.40 per week

Effective February 27, 2005: \$81.80 per week

Effective February 26, 2006: \$87.40 per week

- (B) The Employer further agrees to make contributions to the same pension fund on behalf of all employees, (excluding courtesy, custodial and peak part-time employees) who have worked less than thirty-two (32) hours per week (excluding

hours worked on Sundays and holidays). The contribution will be:

Effective February 29, 2004: \$16.20 per week

Effective February 27, 2005: \$18.40 per week

Effective February 26, 2006: \$21.20 per week

- (C) The Employer agrees to make contributions to the same pension fund on behalf of its Retail Specialist employees on the same basis as provided for in Section (A) and (B) of this Article above, provided that in the case of these employees, hours worked on Sundays (but not holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for each week.
- (D) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (E) The provisions of thirty (30) year and out pension program, operation and costs thereof will be spelled out by the trustees in the Trust Agreement.
- (F) The Employer agrees that it will make available to employees who have completed the probationary period the option to contribute to an employer-sponsored 401(k) retirement savings plan, subject to the conditions and requirements of that plan. It is understood that the Employer itself will have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

ARTICLE XV HEALTH AND WELFARE

- (A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours, (full-time) exclusive of hours

worked on Sundays and holidays, except for floating and banked holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee (excluding courtesy, custodial and peak part-time employees) working less than thirty-two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. 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.

- (B) The Employer agrees to pay contributions into the same Health and Welfare fund on behalf of its Retail Specialist employees on the same basis as provided in Section (A) of this Article above except that, in the case of such employees, hours worked on Sundays (but not holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.
- (C) The schedule of contributions is as follows:
- Effective February 29, 2004:
 - Full-time Employees: \$115.00 per week
 - Part-time Employees: \$ 37.30 per week
 - Effective February 27, 2005:
 - Full-time Employees: \$124.60 per week
 - Part-time Employees: \$ 42.10 per week
 - Effective February 26, 2006:
 - Full-time Employees: \$133.80 per week
 - Part-time Employees: \$ 46.90 per week
- (D) The Employer agrees to make the Health and Welfare contributions for full-time employees and Retail Specialist employees only who work thirty (30) or more hours during the week.
- (E) 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.

- (F) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (G) The Employer agrees to pay the weekly Health and Welfare payment for those part-time employees with five (5) years or more service, with the same Employer, when said part-time employees are on a paid vacation.
- (H) The Employer agrees to make weekly Health and Welfare contributions on all participating employees (full time employees and regular part time employees in accordance with paragraph (G) above) for all earned or accrued vacation and holidays, provided that in no case shall there be more than fifty-two (52) weeks of contributions in any anniversary year on behalf of any employee (as in the case where an employee chooses to work and take pay in lieu of earned vacation).

ARTICLE XVI ARBITRATION

SECTION 16.1 Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or over-time rate), vacation, holiday, or bereavement pay. Grievances having to do with the payment or non-payment of the applicable wage rate, vacation, holiday or bereavement pay, may be raised at any time during the life of this Agreement and in case of violation, may be enforced retroactively back to the effective date of this Agreement or date of violation, which ever is later except as hereinafter modified.

SECTION 16.2 Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the

Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Bureau of Mediation, State of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrator will be selected. The panel of five (5) arbitrators furnished by the State Bureau of Mediation will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

SECTION 16.3 The expense of the arbitrator shall be divided equally between the Employer and the Union.

SECTION 16.4 The retroactive effect of an award of back-pay for employee or employees in a dispute shall be limited to sixty (60) days prior to the time the question or grievance is raised with the particular Employer involved in all cases where a question involved is the proper wage rate for the particular work being performed by the employees. This limitation shall apply only to cases of interpretation of the Contract where the terms are unclear and susceptible to honest differences of opinion as to meaning, and such differences exist between the Employer and the Union.

SECTION 16.5 There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

SECTION 16.6 Failure to comply with the time limits set forth in Steps 1, 2, and 3 below may result in an automatic decision or award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

1. The complaint must be registered in writing within the specified time limits of the particular type of grievance.
2. If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a Panel from the Bureau of Mediation, State of Minnesota.

3. The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the arbitrator is not available within such period.

In each of the above steps, the days referred to are working days.

ARTICLE XVII SENIORITY

SECTION 17.1 Seniority shall be separate as between two (2) groups: Journeymen and Apprentices shall constitute Group I. Meat Helpers and Service Employees shall constitute Group II.

Delicatessen employees with previous experience as a Meat Helper or Grocery Clerk with the same Employer will have such seniority recognized with respect to layoff and recall.

SECTION 17.2 Apprentices, when they have completed their training shall be given their seniority as Journeymen, retroactive to their initial date of hire.

SECTION 17.3 Head Meat Cutters selected from Journeymen in any bargaining unit of District Local 653 within the jurisdictional area of this Agreement may be retained in their positions by the Employer irrespective of seniority and shall accumulate seniority as Journeymen while in the Head Meat Cutter position.

Head Meat Cutters selected from Journeymen outside of the jurisdictional area of this Contract may be retained in their positions by seniority as is acquired in accordance with their length of service in case of layoff or rehire. Only Journeymen shall be promoted to classification of Head Meat Cutter.

SECTION 17.4 For those employees in Group I and Group II:

- (A) Seniority is defined as the length of the employee's service with each signatory Company throughout the operations within the bargaining unit.
- (B) The employee's seniority date is defined as the day the employee starts active employment for the Employer in case of either new hire or rehire. In the event two (2) or more employees commence work on the same date, their seniority ranking will be determined by lot.

- (C) Seniority shall apply to layoffs and rehire. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below forty (40) hours per week shall be considered as a partial layoff.

SECTION 17.5 An Employer shall mean an individual, partnership, or corporation conducting a retail meat market.

- (A) No individual Employer shall be required to belong to the Union.
- (B) No more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in the establishment. All others are to be members of the Union.
- (C) If an individual owner is working in the capacity of a journeyman, he shall have the privilege of hiring one (1) apprentice.

SECTION 17.6 An Employer who assumes the responsibility of operating his own meat department shall not be required to hire a Head Meat Cutter. An Employer who does not assume the responsibility of operating his/her own meat department shall designate a meat department employee as the Head Meat Cutter.

ARTICLE XVIII SENIORITY

SECTION 18.1 For the purpose of this Article, there shall be six (6) separate seniority groups. The seniority groups shall be classified as (1) Food Handlers, (2) Delicatessen Employees, (3) Pharmacy Technicians, (4) Courtesy Employees, (5) Custodial Employees and (6) Peak Part-Time Employees. Seniority shall be defined for each group in the following sections of this Article.

The employee's seniority date in each group is defined as the day the employee starts active employment for the Employer, in case of either new hire or rehire. In the event two (2) or more employees commence work on the same day, their seniority ranking will be determined by lot.

SECTION 18.2 Except for the Peak Part-Time classification, there shall be two (2) seniority groups within each of these classifi-

cations of employees: Group I and Group II. All such employees must be classified within either Group I or Group II.

Group I — Full-time Employees: Those employees who are regularly scheduled to work forty (40) hours or more per week and those employees who have voluntarily agreed to work thirty-two (32) hours per week as set forth in Paragraph F below, or who have been involuntarily reduced to thirty-two (32) hours per week.

- (A) Employees in these groups shall have seniority in the bargaining unit covering all stores for the purpose of layoff or recall, and involuntary reduction in hours. The seniority date in these groups shall be the date of hire into these groups if hired directly into these groups or the date of transfer into these groups if transferred from Group II.
- (B) The employee with the most recent date of hire or the most recent date of entry into the seniority groups shall be the first laid off. Such employees will be recalled on the basis of their group's seniority date.
- (C) In the event an employee in Group I is due to be laid off or reduced in hours, such employee may bump the most junior employee within their classification, or he/she may exercise seniority for part-time status in Group II at the appropriate part-time rate of pay, on the basis of most recent date of hire with the Employer.
- (D) When a Group I employee is voluntarily reduced below thirty-two (32) hours per week, his/her seniority in Group I shall be lost and his/her seniority in Group II shall be effective as of the most recent date of hire with the Employer.
- (E) When a Group I employee has exercised seniority pursuant to Paragraph C above, or has been involuntarily reduced from Group I to Group II his/her seniority in Group I shall continue to accumulate and his/her seniority in Group II shall be effective as of the most recent date of hire with the Employer.
- (F) A Group I employee may be reduced to a thirty-two (32) hour workweek *only upon* written request from the employee and

for a reduction period of not less than six (6) months from date of reduction. Employees requesting a reduction must give notice to the store manager, in writing, at least one (1) week prior to the week in which the reduction is to become effective. Any such request must be approved by both the Employer and the Union. If more requests for reduction are made than can be allowed, then the requests shall be granted on the basis of seniority with the most senior employee being accorded the first choice.

- (G) When a Group II employee is advanced to Group I status, his/her seniority in Group I shall be effective as of the date of transfer into Group I and his/her seniority in Group II shall continue to accumulate.
- (H) The Employer may designate Department Heads consistent with the following provisions: There shall be no fewer than three (3) Department Heads per store in the Grocery and Deli Departments. An Employer who wishes to establish additional Department Head positions must first maintain and fill each of the five (5) Department head positions specified by title in Appendix "C" of this Agreement at page 52 before it may fill any of the optional Department Head positions as provided below. Each Employer will have the option to designate a total of up to eight (8) Department Head positions in each store. However, no Employer shall be obligated to create or fill any additional Department Head positions by reason of these provisions. Each Employer may designate what positions or jobs will be recognized as additional Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within each company.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its additional Department Head positions, the incumbent employee will be promoted to Department Head status and remain in that position, subject to the provisions for demotion set forth below. Each Employer shall provide the local

union with two (2) weeks advance notice of its intention to designate a position as one of the additional or optional Department Head positions. This provision for such notice does not reflect any requirement of union approval, but rather will insure that the union is aware of the Employer's actions and may identify any employee concerns which might arise.

Department Heads selected from the jurisdiction of this Area Agreement shall accumulate seniority while in the classification of Department Head and shall be retained in that position by the Employer irrespective of seniority provided such Department Head has worked a minimum of one year in the classification of Department Head. Department Heads selected from outside the jurisdiction of this Area Agreement shall be entitled to only such seniority as is acquired in accordance with their length of service in case of layoff or rehire.

Employees designated Department Heads will continue in that capacity except that such Department Heads may be demoted for proven inability to perform the job based on clear and convincing evidence. Department Head seniority shall be forfeited due to a break in service in the position of Department Head or store closure.

- (1) It is the intention of the parties that the number of part-time employees (meat, deli, grocery, pharmacy and retail specialist — excluding courtesy, custodial and peak part-time) shall not exceed three (3) part-time of such employees to one (1) full-time of such employees. Any Company as of March 2, 1980, who has a ratio of one (1) full-time employee (including meat, deli, grocery and pharmacy — excluding courtesy and custodial) to less than three (3) part-time employees (including meat, deli, grocery, pharmacy and retail specialist — excluding courtesy, custodial and peak part-time) may reach the one (1) full-time to three (3) part-time ratio only through store closing, normal attrition, or a combination of both. The provisions of this Paragraph I shall have no application to stores employing sixty-five (65) or fewer bargaining unit employees, provided that no full-time employee on the

store's seniority list as of March 1, 1998 shall be laid off or suffer a reduction in hours as a result of this amendment.

Group II — Part-time Employees: Those employees who are regularly scheduled to work less than thirty-two (32) hours per week.

- (A) Employees in these groups with more than five (5) years of continuous service shall have seniority in the bargaining unit covering all stores for the purpose of layoff, recall and transfer.
- (B) Group II employees with less than five (5) years of continuous service shall have store seniority.
- (C) Seniority in this group shall be the date of most recent hire or transfer into this group, except as set forth in Sections D and E under Group I.
- (D) At least twenty-four percent (24%) of the Group II employees (defined as Food Handlers, Pharmacy Technicians, and Delicatessen employees combined), in each store, will be scheduled for twenty-six (26) hours or more per week, exclusive of Sunday and holiday hours worked and/or paid for, as additional hours become available within the store. Junior employees in these groups shall not be scheduled to work more hours per week than senior employees except when a senior employee voluntarily requests, in writing, a reduction in weekly hours. The purpose of this provision is to make available more hours of work for senior Group II employees. In the event there is a violation of seniority relating to the number of hours scheduled for such junior employees, the Employer shall correct such violation by rescheduling during the following four (4) week period.
- (E) Except for Peak Part-Time employees, Group II employees within each classification may request transfer into their respective Group I when openings become available. Such requests must be made, in writing, to the Company and the Union, and to be valid they must be refiled after the effective date of each contract. Employees in Group II who so notify the Employer and the Union of their desire to be promoted to Group I, prior to the filling of the position in Group I, shall

be selected in accordance with their seniority in each classification. Such employee's full-time rate of pay shall be the starting rate of pay for full-time employees in the applicable classification according to Appendix C. However, the Employer may fill up to fifty percent (50%) of such openings in each classification with persons from outside of the bargaining unit which includes part-time employees inside the bargaining unit irrespective of seniority.

- (F) In the event of layoff, a Group II employee with more than five (5) years of continuous service may exercise his/her seniority by bumping the most junior employee within each classification in Group II.
- (G) Employees classified as Food Handler Group I and II and Delicatessen Employees classified in Group I and II shall be interchangeable in their work duties on an extemporaneous basis.

SECTION 18.3 COURTESY EMPLOYEES: For purposes of lay-off and recall, Courtesy Employees shall have seniority based upon their most recent date of hire. The seniority of Courtesy Employees will be separate from any other employees within the bargaining unit. Courtesy Employees, in accordance with their seniority, will be given consideration for part-time food handler job openings, excluding delicatessen positions, within their store provided they have a good record and ability and provided they have notified the Employer, in writing, prior to the filling of the part-time opening. Such employees will be placed on the beginning part-time rate of pay. However, the Employer may fill up to fifty percent (50%) of such openings with persons from outside the bargaining unit.

SECTION 18.4 CUSTODIAL EMPLOYEES: For purposes of lay-off and recall, Custodial Employees shall have seniority based upon their most recent date of hire. The seniority of Custodial Employees will be separate from any other employees within the bargaining unit.

SECTION 18.5 RETAIL SPECIALIST EMPLOYEES: The Employer may, at its option, elect to offer employment in any given store in a Retail Specialist position. These positions shall be desig-

nated as food handler, pharmacy technician or delicatessen positions. Retail Specialist positions shall be filled on the basis of store seniority from those Group II part-time employees who respond to notice of such a vacancy to be posted within the store in which the vacancy exists. However, the Employer may fill up to fifty percent (50%) of such openings in each classification with persons from outside of the bargaining unit which includes part-time employees inside the bargaining unit irrespective of seniority. Employees shall be given a period of five calendar days within which to respond to any such posting. A Group II part-time employee who is placed in a Retail Specialist position shall be paid the entry level wage rate specified for the Retail Specialist classification as set out in Appendix "C", except in the case of an employee whose regular part-time wage at the time of promotion is higher than said entry level wage rate. In that case, the employee shall be paid the Retail Specialist wage rate necessary to insure that the employee does not suffer any reduction in hourly rate of pay and receive credit for the minimum number of hours corresponding to such wage rate for purposes of that employee's entitlement to subsequent wage increases. Employees assigned to the Retail Specialist position shall continue to be regarded as Group II part-time employees for purposes of contractual seniority rules as set forth in Section 18.2 above. Persons employed as Retail Specialist employees may not be transferred by the Employer to Retail Specialist positions at other stores.

Notwithstanding any provisions in Article II to the contrary, employees working in the Retail Specialist position shall have a basic workweek of forty (40) hours to be worked in any five (5) days, Monday through Sunday. For Retail Specialist employees, Sunday will be part of the basic workweek, and no premium pay shall be due for hours worked by such employees on a Sunday. These employees shall be scheduled to have two (2) consecutive days off each week, except in those weeks affected by holidays. Where the Employer operates its stores on New Year's Day, Memorial Day, Independence Day or Labor Day, Retail Specialist employees shall be treated in the same manner as full-time employees under Section 3.1(A). For purposes of assessing the Employer's

compliance with the requirements of Section 18.2, paragraph I, Retail Specialist employees shall be counted as part-time employees. These employees shall not be eligible to claim four (4) ten (10) hour day schedules.

Retail Specialist employees may request transfer into their respective Group I when openings become available. Such requests will be handled in all respects in accordance with the provisions set forth in paragraph E for Group II part-time employees in Section 18.2 above.

For each Retail Specialist position maintained by the Employer in any store, it may employ up to three Peak Part-Time employees in that store, as provided in Section 18.6 below. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the Retail Specialist position.

SECTION 18.6 PEAK PART-TIME EMPLOYEES: Any Employer who elects to establish Retail Specialist positions in any of its stores may employ up to three peak part-time employees for every Retail Specialist position it offers on a store by store basis. Peak part-time employees may work no more than twenty (20) hours per week, and may be assigned working hours only during the period from 6:00 a.m. on Wednesday through 6:00 a.m. on Monday. No peak part-time employees shall be scheduled to work fewer than four (4) hours per shift. The Employer shall have no obligation to make benefit contributions, whether for pension or for health and welfare, on behalf of a peak part-time employee. However, if the peak part-time employee performs work outside this designated range of hours or in excess of the maximum number of hours specified above, then pension and benefit contributions shall be made on behalf of that employee for the week affected on the same basis as for other part-time employees. In cases of Employer abuse, the Union may seek relief for violations in addition to the contributions specified above. Peak part-time employees shall not be counted at all for purposes of assessing the Employer's compliance with the requirements set forth in Section 18.2, paragraph I above.

Peak part-time employees may not be assigned to perform duties expressly reserved for the meat department, but may work interchangeably in performing any duties which may be performed by food handlers, delicatessen employees, pharmacy technicians, courtesy employees, or custodial employees.

For purposes of layoff only, peak part-time employees shall have seniority among themselves based on date of hire into the peak part-time position. In the event of layoff, up to three peak part-time employees with the most recent date of hire shall be the first to be laid off at which point the Retail Specialist employee with the most recent date of hire into the Retail Specialist position may be reduced to a regular part-time position. All peak part-time employees must be laid off before any full-time or regular part-time employee may be laid off.

Peak part-time employees will be given consideration to fill vacancies in regular Group II part-time positions. Selection for such position shall be at the Employer's discretion. In the event a peak part-time employee is selected to fill a regular part-time vacancy, the employee will receive credit for total hours worked as a peak part-time employee and likewise for part-time going to peak only for purposes of determining wage progression. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the peak part-time position.

SECTION 18.7 PHARMACY TECHNICIAN: For purposes of layoff and recall, Pharmacy Technicians shall have seniority based on their most recent date of hire. The seniority of Pharmacy Technicians will be separate from any other employees within the bargaining unit. The Employer shall reimburse its Pharmacy Technician employees for costs incurred in paying registration fees required for the performance of their duties in the store pharmacy.

The Employer agrees to provide for certification of certain employees within the Pharmacy Technician classification on the following basis:

Upon successful completion of the certification examination, the

employee's application/examination fee and the cost expended for necessary training materials will be reimbursed by the Employer. Only one examination fee will be reimbursed per employee. Employees who obtain certification will be entitled to receive an hourly "certification premium" in the amount of seventy-five cents (\$.75) per hour in addition to the regular rate of pay in Appendix "C" for so long as the employee remains certified. Fees required to be expended by the employee to obtain re-certification will be reimbursed by the Employer if re-certification is obtained. The fees paid by the employee for attending continuing education courses required for renewal of certification will be reimbursed by the Employer if re-certification is obtained. The Employer reserves the right to approve in advance the numbers of those employees who obtain certification at its expense, together with the accompanying premium pay.

SECTION 18.8 SENIORITY LISTS: At six (6) month intervals thereafter, the Employer shall provide the Union with additions and deletions to the Company-wide seniority list, including date of hire. When it becomes necessary for the Employer to work a full-time employee in more than one store to provide the employee with a full workweek, the junior qualified employee shall be required to accept such an assignment if a senior employee exercises his/her option to reject the assignment.

SECTION 18.9 Seniority will be terminated if an employee quits, is discharged, fails to return to work within six (6) days after notice by registered letter to his/her last known address, or absent from the job for any reason other than sickness or injury, for a period in excess of one (1) year. Seniority will be terminated for absences from work in excess of two (2) years because of illness or injury. Any employee returning from an extended (30 calendar days) sickness or accident shall give their Employer a minimum of two (2) weeks' notice of their intention to return to work. Such notice must be given on or before the Friday of the week preceding the last week of their leave of absence. They shall be put back to work upon the expiration of the return date given by the employee on his/her notice of intention to return to work.

SECTION 18.10 When necessary for an employee to work in more than one (1) market in any one (1) day, a junior employee in the market where the additional help is available shall be used.

SECTION 18.11 Full-time employees, based on their seniority, may apply and will have preference for job openings in new stores. This would not include jobs to be filled by untrained personnel or department head positions.

ARTICLE XIX DELICATESSEN JURISDICTION

Items that may be stocked, serviced and priced by delicatessen employees may include all items that are to be processed or are pre-processed/or pre-prepared (as an example, smoked fish). This may result in items being displayed, stocked and serviced in both the meat and delicatessen departments at the same time. Current meat jurisdiction will not be infringed upon.

ARTICLE XX UNION MARKET CARD

It is agreed that a Union Market Card shall be issued to the Employer for display in a conspicuous place, in conjunction with the execution of this Agreement. Said Card is the property of the United Food and Commercial Workers Union, District Local 653. In the event the violation of any term or provision of this Agreement by the Employer, the Union shall have the right to remove said Union Market Card from the premises.

ARTICLE XXI LINENS, DRY CLEANING AND TOOLS

No employee shall be required to pay for linens, dry cleaning, smocks, uniforms or be required to furnish tools. When drip dry uniforms are furnished, the employee shall launder them.

ARTICLE XXII BULLETIN BOARDS

The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

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

ARTICLE XXIII INJURY ON THE JOB

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, PROVIDING A CALL TO THE EMPLOYER IS MADE IMMEDIATELY FROM THE DOCTOR'S OFFICE BY THE DOCTOR'S PERSONNEL NOTIFYING THEM OF THE EXTENT OF THE INJURY. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than three (3) eight (8) hour or three (3) ten (10) hour straight time days at a time.

If the employee receives Workers' Compensation which includes the last two (2) of the three (3) day period, the Employer shall be reimbursed by the employee by the amount of such compensation received.

ARTICLE XXIV WAIVERS

SECTION 24.1 SUMMER WAIVERS. A. Grocery. In the event that a part-time employee is advanced to full-time status during the period of May 1st through August 31st, such employee will sign a waiver guaranteeing him/her the beginning full-time rate for the duration of the waiver period and a minimum of forty (40) hours per

week for eight (8) weeks. A copy of this waiver will be forwarded to the Union prior to an employee advancing to full-time status. During the period an employee is on Summer Waiver, he/she will not accrue any full-time benefits other than rate of pay. Employees to be selected for Summer Waiver jobs must have a minimum of three (3) months employment with the Company or as a member of the Union, if available. Based on their seniority, part-time employees will have preference for Summer Waiver openings on a single store basis.

B. Meat. The Employer may offer full-time employment in the Meat Department in all classifications during the period of May 1st through August 31st. The employer may use the equivalent of two (2) waiver employees per store. Any employee who accepts such an offer shall receive the applicable rate of pay for the classification in which he or she serves as outlined in Appendix "B" Meat Department Rates of Pay for the duration of the waiver period. Such employee will sign a waiver guaranteeing him/her a minimum of forty (40) hours per week for eight (8) weeks. A copy of this waiver will be forwarded to the Union prior to the employee's commencement of work under the waiver. During the period the employee works under the Summer Waiver, he/she will not accrue any full-time benefits other than rate of pay.

SECTION 24.2 REPLACEMENT WAIVERS. 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 (1) week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee will sign a waiver guaranteeing him/her the beginning full-time rate applicable to the classification utilized and a minimum of forty (40) hours per week for the duration of the replacement period. A copy of this waiver shall be forwarded to the Union at the time it is signed. During the replacement period, the employee will not accrue any benefits other than rate.

SECTION 24.3 HOLIDAY WAIVERS: The employer may offer full-time employment in the meat department in all classifications

during the period of November 1st through January 1st . The employer may use the equivalent of two (2) waiver employees per store. Any employee who accepts such an offer shall receive the applicable rate of pay for the classification in which he/she serves as outlined in Appendix (B) Meat Department Rates of Pay for the duration of the waiver period. Such employee will sign a waiver guaranteeing him/her a minimum of forty (40) hours per week for four (4) weeks. A copy of this waiver will be forwarded to the Union prior to the employees commencement of work under the waiver. During the period the employee works under the Holiday Waiver, he/she will not accrue any full-time benefits other than rate of pay.

Section 24.4 It is a condition of employment that waiver employees shall be required to transfer, float and work Sundays during the waiver period when there are not enough volunteers among regular meat department employees.

ARTICLE XXV SHELF STOCKING

Employers shall be allowed to utilize suppliers, vendors and salesman 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 for the purpose of doing resets. The above referenced individuals shall be utilized in addition to, not as a replacement of bargaining unit employees. All other products will be stocked by members of Local 653, only, except that the store manager (but no other supervisor) may stock products.

As a condition of this article, the participating employer agrees that there shall be no lay-off or reduction in hours of any full-time employee on the employers seniority list for the duration of the collective bargaining agreement. 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, volun-

tary 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 XXVI MEAT JURISDICTION

Section 26.1 All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service or self-service display cases where fresh, smoked, cooked, and frozen meats, poultry, fish or sea foods are offered for retail sale. The pricing (where necessary) of all meat products (excluding stores having scanners) shall be done on the premises. Any work presently performed by retail employees in the stores covered by this Agreement must be done by a member of District Local 653 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. This includes employees as outlined under Section 5.20

Section 26.2 Notwithstanding any terms of the Articles of Agreement to the contrary, the following meat products shall be allowed: All pre-processed meat, fish or poultry products. This reference is intended to include, without limitation, all case-ready meat department products.

Section 26.3 As a condition of the foregoing, the Employer agrees that no Meat Department employee on the seniority list of the Employer as of February 29, 2004, may be laid off or reduced in hours while the Employer retains the ability to utilize the products referenced in section 26.2. 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 exclud-

ing 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 Meat Department 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 in the Meat Department on waivers.

ARTICLE XXVII SEPARABILITY

In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies, or representatives affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

In the event of such contract provisions invalidation, the Employer and the Union agree to meet within ten (10) days of such determination and attempt to negotiate a valid provision reflecting the intent of the parties and to reach an agreement concerning such provisions within thirty (30) days. The time limit provided herein may be extended by mutual consent of both parties.

ARTICLE XXVIII TERM OF AGREEMENT

This Agreement shall supersede all previous agreements, either oral or written and shall be in effect as of February 29, 2004 and continue in full force and effect through 12:01 a.m., March 4, 2007, and thereafter unless a written notice to be given by either party sixty (60) days prior to March 4, 2007, or the annual anniversary of the Contract, provided, however, changes affecting work schedules

or seniority shall become effective the first of the week following date of acceptance.

SIGNED THIS _____ DAY OF _____ 2004.

ACCEPTED FOR THE EMPLOYER:

(COMPANY)

By: _____

Its: _____

ACCEPTED FOR THE UNION
United Food and Commercial Workers Union
District Local Union 653

By: _____

RONALD N. ZWIEG
President

Appendices "A-1", "A-2", "B", "C", and "D" are attached hereto and made a part thereof.

APPENDIX "A-1" SUNDAY CLAUSE

Sunday will be outside the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. Rates of pay for Sunday work will be one and one-half (1½) times the employee's regular rate of pay in the case of full-time food handlers, pharmacy technicians, and delicatessen employees and one dollar (\$1.00) per hour Sunday bonus for part-time food handlers, pharmacy technicians, delicatessen employees, and straight time plus fifty cents (\$.50) per hour Sunday bonus for courtesy and custodial employees. A minimum of one (1) full-time grocery employee will be scheduled if available and paid for eight (8) hours or ten (10) hours if on that shift each Sunday the store is open. Mandatory full-time staffing on Sunday will not be required of stores that have four (4) or less full-time grocery employees exclusive of delicatessen and meat department employees. Stores of four (4) full-time grocery employees or less that do require full-time employees to work on Sunday the Sunday provisions in this Article shall apply. In the event that one (1) full-time employee is not available for such full-time duty, then the Employer shall employ a part-time employee on a voluntary rotation basis at full-time for such work and the employee shall receive one and one-half (1½) the Agreement starting rate for full-time food handlers for such duty. Part-time food handlers, delicatessen employees, pharmacy and courtesy or custodial employees may be scheduled as needed, but for no less than their regular four (4) hour minimum call in. Sunday and holiday hours worked and/or paid for shall apply to the accumulated hours of each part-time employee for the purpose of wage progression. Part-time and courtesy hours shall apply toward vacation benefits.

Daily overtime will not be paid on Sunday premium but no employee will be scheduled to work more than eight (8) or ten (10) hours if on that shift on a Sunday. All markets shall be closed Easter Sunday.

The provisions of this Appendix shall not apply to persons employed in the Retail Specialist and Peak Part-Time job classifications. However, no Group I full-time employee who has regularly

worked on Sundays in the past shall be displaced from working his/her historical Sunday schedule by the assignment of a Retail Specialist or Peak Part-Time employee to work those hours. For purposes of implementing this arrangement, the Employer shall determine the amount and frequency of Sunday hours worked by Group I employees during the six month period ending March 1, 1998. Based upon the pattern of Sunday hours actually worked during that period by such employee, the Employer will continue to include that employee in its Sunday work schedules. This practice shall continue until such time as the Group I employee shall decline or otherwise fail to work the Sunday hours scheduled for him/her.

APPENDIX "A-2" SUNDAY CLAUSE

Sunday will be outside of the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. The Employer shall establish a supplemental pool of meat cutters to help provide relief for the performance of Sunday work. This pool shall include the names of other meat cutters employed by the Employer who wish to volunteer for additional Sunday work, as well as meat cutter retirees of the Employer who wish to be considered for Sunday work. A list of those included in the supplemental pool shall be provided by the Employer to the local union. In the event that a meat cutter who is scheduled to perform Sunday work wishes to secure a replacement from the supplemental pool, it shall be the employee's responsibility to make arrangements for a replacement and to advise the Employer of this arrangement and obtain the Department Head's approval at least two (2) weeks prior to the date in question. Such replacement shall not be required to work a double shift. Rates of pay for Sunday work will be one and one-half (1½) times the employee's regular rate of pay. A minimum of one (1) Journeyman will be scheduled, if available, and paid for eight (8) hours or ten (10) hours if on that shift each Sunday the store is open. Sunday and holiday hours worked and/or paid for, shall apply to the accumu-

lated hours of each employee for the purpose of wage progression.

Daily overtime will not be paid on Sunday premium.

All markets shall be closed Easter Sunday.

APPENDIX "B" MINIMUM MEAT RATES

CLASSIFICATION	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
Head Meat Cutter	22.84	23.24	23.64
Journeyman	21.84	22.24	22.64
Apprentices			
0 - 6 months	16.46	16.46	16.46
6 - 12 months	16.89	16.89	16.89
12 - 18 months	18.46	18.46	18.46
18 - 24 months	20.13	20.13	20.13
Thereafter	21.84	22.24	22.64
Meat Helper			
0 - 6 months	14.93	14.93	14.93
6 - 12 months	15.45	15.45	15.45
1 - 2 years	15.98	15.98	15.98
2 - 3 years	17.14	17.14	17.14
3 - 4 years	17.52	17.52	17.52
4 - 5 years	18.06	18.06	18.06
5 years and over	20.72	21.12	21.52
Service Employee			
1st 6 Months	13.25	13.25	13.25
2nd 6 Months	13.65	13.65	13.65
2nd Year	15.24	15.24	15.24
After 2 Years	17.95	18.35	18.75

APPENDIX "C"
MINIMUM GROCERY RATES

CLASSIFICATION	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
Department Head			
Assistant Manager.....	21.73	22.13	22.53
Produce Department Head ...	21.73	22.13	22.53
Frozen Food			
Department Head.....	21.73	22.13	22.53
Bookkeeper or			
Head Cashier	21.73	22.13	22.53
Delicatessen Department			
Head.....	21.73	22.13	22.53
Company Designated.....	21.73	22.13	22.53
(Up to 3 per Store)			

**FULL-TIME FOOD HANDLERS, DELICATESSEN
AND PHARMACY EMPLOYEES:**

	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
0 - 6 months	14.93	14.93	14.93
6 - 12 months	15.45	15.45	15.45
1 - 2 years	15.98	15.98	15.98
2 - 3 years	17.14	17.14	17.14
3 - 4 years	17.52	17.52	17.52
4 - 5 years	18.06	18.06	18.06
5 years and over	20.73	21.13	21.53

RETAIL SPECIALIST

0 - 1040 hours	12.49	12.49	12.49
1041 - 2080 hours.....	12.99	12.99	12.99
2081 - 3120 hours.....	13.61	13.61	13.61
3121 - 4160 hours.....	13.86	13.86	13.86
over 4160 hours.....	14.70	15.00	15.30

**PART-TIME FOOD HANDLERS, DELICATESSEN
AND PART-TIME PHARMACY EMPLOYEES:**

CLASSIFICATION	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
0 - 200 hours	6.70	6.70	6.70
201 - 520 hours	6.80	6.80	6.80
521 - 1040 hours	6.95	6.95	6.95
1041 - 1560 hours	7.45	7.45	7.45
1561 - 2080 hours.....	7.70	7.70	7.70
2081 - 2600 hours	8.00	8.00	8.00
2601 - 3120 hours	8.55	8.55	8.55
3121 - 3640 hours.....	9.45	9.45	9.45
3641 - 4160 hours	10.10	10.10	10.10
4161 - 4640 hours	10.90	10.90	10.90
4641 - 5200 hours	11.40	11.40	11.40
over 5200 hours	12.40	12.60	12.80

All full-time employees top rated or above will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.40	.40

All Retail Specialist employees top rated or above will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.30	.30

All part-time Food Handlers and Peak Part-Time employees top rated or above will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.20	.20

All part-time Courtesy and Custodial employees top rated or above will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.10	.10

All full-time maintenance employees will receive the following minimum hourly increases:

02/29/04	02/27/05	02/26/06
.00	.40	.40

Part-time Food Handlers who are at the \$14.22 rate will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.20	.20

Part-time Food Handlers who as of March 3, 1974, had worked 7281 hours will receive the following hourly increases:

02/29/04	02/27/05	02/26/06
.00	.20	.20

The Part-time Food Handlers group of March 3, 1974 will also receive the following conditions:

- (A) Minimum schedule of five (5) hours per day if requested of the Employer in writing.
- (B) Employees qualified may request the minimum of five (5) (or more) hours per day work schedule on a six (6) month increment basis and shall have preference in scheduling.

PEAK PART-TIME:

CLASSIFICATION	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
0 - 520 hours	10.00	10.00	10.00
521 - 1040 hours	10.50	10.50	10.50
1041 - 1560 hours	11.00	11.00	11.00
1561 - 2080 hours	11.50	11.50	11.50
2081 - 2600 hours	12.00	12.00	12.00
2601 - 3120 hours	12.50	12.50	12.50
3121 - 3640 hours	13.00	13.00	13.00
3641 - 4160 hours.....	13.50	13.50	13.50
4161 +	14.00	14.20	14.40

	Effective (per hour) 02/29/04	Effective (per hour) 02/27/05	Effective (per hour) 02/26/06
COURTESY EMPLOYEES:			
0 - 1040 Hours	6.05	6.05	6.05
1041 - 2080 Hours	6.25	6.25	6.25
Over 2080 Hours.....	6.65	6.75	6.85
CUSTODIAL EMPLOYEES:			
0 - 1040 Hours	6.05	6.05	6.05
1041 - 2080 Hours	6.25	6.25	6.25
Over 2080 Hours.....	6.65	6.75	6.85

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MEETING NOTICES

EXECUTIVE BOARD MEETING

First Tuesday of Each Month

7:00 p.m. – Union Office

505 North Highway 169, Suite 755

Plymouth, MN 55441

MEMBERSHIP MEETING

Second Monday of Each Month

7:00 p.m. – Marian Hall

1114 West 79th Street

Bloomington, MN 55420