

**Labor Agreement**

*By and Between*

**King's County Market - St. Francis**

23122 St. Francis Blvd.

St. Francis, MN 55070

763-753-3334

and

**United Food & Commercial Workers Union**

**Local 663**

6160 Summit Drive North Suite 600

Brooklyn Center, MN 55430

763-525-1500 or 1-800-292-4105

**Hours: Monday through Friday**

**8:00 a.m. - 4:00 p.m.**

**[www.ufcw663.org](http://www.ufcw663.org)**

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**October 11, 2020 - October 15, 2022**

**Insurance Information**

(Health, Dental, Optical, Prescription, Disability & Workers' Compensation)

**Wilson McShane Corporation**

3001 Metro Drive, Suite 500

Bloomington, MN 55425

952-854-0795 or 1-800-535-6373

**Hours: Monday through Friday**

**8:00 a.m. - 5:00 p.m.**

## INDEX

	<b>Page</b>
Article I: Union Security.....	1
Article II: Hours of Work - Overtime.....	2
Article III: Holidays.....	5
Article IV: Vacations.....	7
Article V: Wages.....	9
Article VI: Discharge.....	11
Article VII: Shop Steward.....	11
Article VIII: Picket Line Clause.....	11
Article IX: Bereavement.....	11
Article X: Jury Duty.....	12
Article XI: Leaves of Absence.....	12
Article XII: Visitation.....	14
Article XIII: Non - Discrimination Clause.....	14
Article XIV: Retirement.....	14
Article XV: Health and Welfare.....	16
Article XVI: Arbitration.....	18
Article XVII: Seniority.....	19
Article XVIII: Seniority.....	19
Article XIX: Union Market Card.....	24
Article XX: Linens, Dry Cleaning and Tools.....	24
Article XXI: Bulletin Boards.....	24
Article XXII: Injury on the Job.....	24
Article XXIII: Waivers.....	24
Article XXIV: Shelf Stocking.....	25
Article XXV: Separability.....	25
Article XXVI: Term of Agreement.....	25
Appendix A: Sunday Clause.....	27
Appendix B: Minimum Rates.....	28

**Articles of Agreement  
United Food and Commercial Workers Union District Local 663**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 9th day of October 2020, by and between King’s Supermarket, Inc., *d.b.a.* King’s County Market, St. Francis, MN hereinafter referred to as the “Employer,” its lessees, successors and assigns, and the United Food and Commercial Workers Union, District Local 663, and Food Handlers Division of District Local 663, Minneapolis, Minnesota and vicinity, 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. The Employer shall be allowed three (3) employees outside the bargaining unit to perform bargaining unit work.

**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:** **Check-Off:** 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:** **UFCW Active Ballot Club:** The Employer agrees to deduct contributions to the United Food and Commercial Workers International Union Active Ballot Club (ABC) Political Action Committee from the paychecks of all workers who sign political check-off forms. The Employer agrees to deduct contributions from a worker's paycheck beginning the first payroll period after the Union provides the Employer with a check-off form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their check-off authorization. The Employer agrees to forward all contributions to the Union per current practice.

**Section 1.5:** **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. The Employer may request an additional thirty (30) day extension of the probationary period. 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 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 2.2:** Any employee working in excess of nine (9) hours per day or forty (40) hours per week shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked, unless authorized by the employer for overtime after eight (8) hours. The employer will have the ability to send the employee home if not authorized. There shall be no pyramiding or duplicating of overtime or premium pay.

**Section 2.3:** 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 2.4:** 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. Regular part-time employees, except for those working Saturday only will be scheduled to work a minimum of fifteen (15) hours of employment each week, in no more than five (5) days Sunday through Saturday, exclusive of 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 (1 ½) times their regular rate of pay, if called to work on their sixth (6th) workday. Regular part-time can work up to 39.9 hours over five (5) days in a workweek. Regular part-time employees will usually have Sunday as part of their normal workweek but will not be required to work on Sunday to fulfill 39.9 hours in a normal workweek. Premium pay for hours worked on Sunday remains intact and will not trigger full time health and welfare contributions.
- 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.

**Section 2.5:** 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 (1 ½) times their regular rate of pay after forty (40) hours only.

**Section 2.6:** 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 2.7:** All full-time and part-time employees who have worked a complete shift shall be given a minimum of eight (8) hours break before their next work shift.

**Section 2.8:** 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 two (2) weeks in advance.

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.

The Employer will provide to the Union each new employee's first two (2) week schedule.

**Section 2.9:** The employer may schedule mandatory department meetings with pay to a minimum of one (1) hour no more than four (4) times per calendar year.

**Section 2.10:** 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 2.11:** 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	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In the week in which a holiday occurs, the basic workweek shall be thirty-two (32) hours for full-time employees working eight (8) hour days.

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. New Year's Day stores may be allowed to be open.

**New Year's Day, Memorial Day, Independence Day and Labor Day:** Holidays shall be paid at straight time for all hours worked up to eight (8) hours. Regular part-time employees 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, upon preapproval of the Employer.

- B. **Thanksgiving Day:** The Employer may operate on Thanksgiving if, during the life of the agreement a new competitor located within ten (10) miles operates; an old employer remodels and operates; or a Minneapolis store opens.
- 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. The basic workweek for full-time employees shall be thirty-two (32) hours for employees scheduled eight (8) hour days.

**Section 3.2:**

Regular full-time employees shall receive eight (8) hours of straight time pay for each of the above listed holidays not worked. Regular full-time 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 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 toward 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 and flexible part-time employees will be eligible if they have completed ninety (90) calendar days of employment 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, the day of the holiday, if scheduled, 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 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 for regular full-time 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 shall receive one (1) weeks' 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 (3) or more weeks of paid vacation per year shall be allowed to take up to a maximum of ten (10) days of such vacation in one 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 2.16 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 (1 ½) 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), 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. All employees who are eligible to take three (3) or more weeks of paid vacation per year shall be allowed to take up to a maximum of ten (10) days of such vacation in one day increments.

Part-time employees, (including courtesy and custodial), 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) weeks' 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. Employees with three (3) weeks of vacation may take one (1) week in single day increments.

Part-time employees will not receive pro-rated vacation if they quit or one is discharged.

**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 weeks' 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.

All vacations must be used prior to next anniversary date. Employees may carry over, beyond one week, by mutual agreement.

**Section 4.7:** Flex-time employees will be eligible for one (1) week of vacation, paid based on their first anniversary. After three years of service, flex-time employees will be eligible for two (2) weeks of vacation.

#### **Article V: Wages**

**Section 5.1:** The minimum rates of pay of the various classifications 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 grocery employee shall be computed as that served by the employee with the undersigned company, or served as a member of District Local 663, if retained by a successor employer. Part-time previous service within the past three (3) years will be recognized only if reemployed by the same employer or retained by a successor employer.

**Section 5.2:** A regular part-time employee is defined as an employee who works an average of 39.9 hours per week or less including Sunday and exclusive of 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:** 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 on or after March 1, 1998 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 rather than on the basis of a rate arbitrarily fixed by the Employer. 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 5.4:** When a Group I full-time food handler or delicatessen employee relieves a department head during a two (2) week period or longer, he/she shall be paid the department head rate of pay.

**Section 5.5:** Employees' check stubs shall show all deductions.

### General Conditions

**Section 5.6:** 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 5.7:** "Food Handler duties shall include all work in all departments of the store including all production work commencing with the initial reduction of primal, sub-primal and/or supplemental cuts of all fresh or frozen meat department products including fish (whether by use of grinder, cuber, tenderizer, slicer knife or other tools of the trade), through and including the boning and leaning out of these products to reduce to retail cuts. The Employer will utilize all existing Journeymen, first, to do the above production work in the meat department, if available.

**Section 5.8:** 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. Cleaning of all windows located on the outside walls of the store.

- C. 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 dispose of refuse or trash from all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case thereafter, 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 up to two (2) Shop Stewards 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 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, domestic partner, parent, child, or stepchild.
- A maximum of two (2) days of leave with pay in the event of a death of a brother, sister, mother- in-law or father-in-law.
- One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.

A “domestic partner” is a person who:

1. Is in a committed and mutually exclusive relationship and who is jointly responsible for the other domestic partner's welfare and financial obligations;
2. Resides with the domestic partner in the same principle residence and intends to do so permanently;
3. Is at least eighteen (18) years of age and unmarried;
4. Is not a blood relative of the other domestic partner; and
5. Has been in the relationship with the domestic partner for one year prior to the date on which the person seeks bereavement leave benefits under this Article.

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. Flex-time employees are eligible for bereavement pay for time lost if actually scheduled to work in the same manner as other employees.

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day for a full-time employee.

### **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. Flex-time employees are eligible for jury duty pay for time lost if actually scheduled to work.

### **Article XI: Leaves of Absence**

**Section 11.1:** 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) weeks' 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 one (1) year.

The Employer reserves the right to require certification by a medical authority of an employee's physical capabilities of returning to work and has the right to request other documentation as provided for by the Family and Medical Leave Act.

**Section 11.5:** **Parenting Leave:** The Employer shall grant employees a parenting leave of absence for the birth or adoption of a child, according to state or federal law.

**Section 11.6:** **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 (twelve (12) weeks for FMLA) 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 11.7:** 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 11.8:** 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 in violation of local, state, or federal law. All references in this contract to him, her, or any variation thereof is meant to be gender neutral in all respects.

#### **Article XIV: Retirement**

**Section 14.1:** Employer and Union agree that all eligible employees (excluding Custodial, Flex Part Time and Courtesy) covered by this Agreement may participate in the King's County Market 401(k) Plan (the "Plan"), or a successor plan, for the duration of this Agreement as set forth below and subject to the terms of the Plan, as amended from time to time pursuant to the procedures set forth in the Plan document.

**Section 14.2:** Current Employees working in eligible job classifications as of February 9, 2018 will be eligible to participate immediately and under the terms provided in the official Plan document. Full-Time Employees hired after ratification will become eligible for contributions after reaching age 18 and completion of one year of service, or sooner if plan design allows, and under the terms provided in the official Plan



document. Regular Part-Time Employees hired after ratification will be eligible upon reaching age 18 and completion of one year of service with 1,000 hours, and under the terms provided in the official Plan document. In the event of any conflict between this Article and the official Plan document, the official Plan document will prevail in every case.

**Section 14.3:**

Employer will make a nonelective contribution to the Plan on behalf of each employee covered by this Agreement according to the below schedule. Contributions will be made for eligible Full Time employees excluding hours worked on Sunday and Paid Holiday Hours. Contributions will be made for eligible Part Time employees excluding Vacation hours and Paid Holiday Hours. Employees covered under this agreement will not be eligible to receive such nonelective contribution for a Plan Year if they are not employed by Employer as of the last day of such Plan Year. In addition, Employees covered by this Agreement will be eligible to make elective deferrals to the Plan.

**Employed Employees hired into their position before February 9, 2018:**

1. Full-Time Employees: Contribution rate of \$3.235 per hour up to 40 paid hours per week not to exceed \$129.40 per week.
2. Regular Part-Time Employees (excluding Custodial, Flex Part-Time and Courtesy Employees): Contribution rate of \$1.40 per hour up to 39.75 hours per week not to exceed \$55.65 per week.

**Future Eligible Employees hired into their position on or after February 9, 2018:**

1. Full-Time Employees: Contribution rate of \$1.85 per hour up to 40 paid hours per week not to exceed \$74.00 per week.
2. Regular Part-Time Employees (excluding Custodial, Flex Part Time and Courtesy Employees): Contribution rate of \$1.35 per hour up to 39.75 hours per week not to exceed \$53.66 per week.

**Section 14.4:**

For eligible Employees (excluding Custodial, Flex Part Time and Courtesy) hired on or after February 9, 2018, Company contributions will be under a 5-year graduated vesting schedule. Eligible Employees employed on February 9, 2018 will be 100% vested immediately. An Employee's vested balance is portable asset at retirement or termination of service; any non-vested portion will be redistributed back to the active eligible Employees under the terms provided in the official Plan document.

1. 20% after completion of year 1
2. 40% after completion of year 2
3. 60% after completion of year 3
4. 80% after completion of year 4
5. 100% after completion of year 5

**Section 14.5:** Employer, through the persons and process specified in the Plan document, reserves the right to amend the Plan to satisfy all requirements of applicable law and regulations, including without limitation the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974 and federal securities laws, all as amended from time to time.

**Section 14.6:** Any employee receiving pension payment from Local 653 will not receive an employer non elective contribution into the plan on their behalf. The Company will involve up to two 401(k)-participating members of the bargaining unit in the investment committee for the 401(k) plan.

**Article XV: Health and Welfare**

**Section 15.1:** The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any full-time employee who has worked thirty (30) or more hours, (full-time) exclusive of hours worked on Sundays and holidays, except for floating and banked holidays, as outlined in Section 15.3. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any Regular part-time employee (excluding courtesy, custodial, and flexible part-time employees) working thirty-nine and nine-tenths (39.9) or less hours per week (part-time) inclusive of hours worked and/or paid for on Sundays and excluding holidays, as outlined in Section 15.3A. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

**Section 15.2:** The schedule of contributions is as follows:

<b>Weekly Health and Welfare Costs</b>	<b>2020 Employer Contribution</b>	<b>2020 Employee Contribution</b>	<b>Total Contribution</b>

Full Time	\$ 229.48	\$ 25.00	\$ 254.48
Part Time	\$ 117.76	\$ 10.00	\$ 127.76

<b>Weekly Health and Welfare Costs</b>	<b>January 10, 2021 Employer Contribution</b>	<b>January 10, 2021 Employee Contribution</b>	<b>Total Contribution</b>
Full Time	\$ 243.26	\$ 30.00	\$ 273.26
Part Time	\$ 124.82	\$ 12.50	\$ 137.32

<b>Weekly Health and Welfare Costs</b>	<b>January 9, 2022 Employer Contribution</b>	<b>January 9, 2022 Employee Contribution</b>	<b>Total Contribution</b>
Full Time	\$ 243.26	\$ 30.00	\$ 273.26
Part Time	\$ 122.32	\$ 15.00	\$ 137.32

Eligible part-time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the employer-paid part-time contributions and the full-time contributions. Effective January 10, 2021, the rate will be \$135.94 per week to purchase dependent coverage. Effective January 9, 2022, the rate will be \$135.94 per week to purchase dependent coverage.

The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions. In the event that an employee should “opt out” of coverage, then there will be no employer nor employee contribution due on their behalf.

**Section 15.3:**

The Employer agrees to make the Health and Welfare contributions for full-time employees who work thirty (30) or more hours during the week.

**Section 15.3A**

Regular Part-time Eligibility (excluding courtesy, custodial, and flexible part-time employees): Any regular part-time employee averaging more than 30 hours per week, Sunday through Saturday, as calculated under the Affordable Care Act rules as adopted by the Employer, shall be eligible for health care benefits. Any part-time employee averaging less than 30 hours per week Sunday through Saturday, as calculated under the Affordable Care Act rules as adopted by the Employer, they will not receive health care benefits. Employer will only make contributions on eligible participants as described in this paragraph, unless such person qualified for coverage on October 12, 2014, is receiving Health and Welfare benefits as of February 9, 2017, and is available to work 30 hours or more per week.

- Section 15.4:** 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. Benefits may be modified by mutual agreement of the Board of Trustees.
- Section 15.5:** The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- Section 15.6:** 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.
- Section 15.7:** 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 Section 15.6 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, whichever 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:** 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 two (2) separate seniority groups. The seniority groups shall be classified as (1) Food Handlers, (2) Courtesy 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:**

There shall be two (2) seniority groups within each of these classifications of employees: Group I and Group II. All such employees must be classified within either Group I or Group II.

Student Seniority – Students who cease employment because of their education and return to work within twelve (12) months shall receive and continue to accrue seniority credit for actual hours worked. The employer has no obligation to rehire employees subject to this provision nor are any recall rights remain intact.

**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. Employer may designate Department Heads consistent with the following provisions: There shall be no fewer than three (3) Department Heads per store. 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 27 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 any bargaining unit of District Local 663 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 any bargaining unit of District Local 663 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.

**Group II - Regular Part-time Employees:** Those employees who are regularly scheduled to thirty-nine and nine-tenth (39.9) or less 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. The employer will have the right to fill full-time openings regardless of seniority.
- E. 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.

**Section 18.3:**

**Courtesy Employees:** For purposes of layoff 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, 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:** **Flexible Part-time Employees:** For employees hired after 10/14/07 The Employer will be allowed to utilize flexible part-time help. These employees will be allowed to work up to thirty (30) hours per pay period. Employees will be scheduled no more than five (5) consecutive days in a seven day period. See Appendix C for wage schedule.

These employees may be eligible for only the following fringe benefits:

- Bereavement (Article IX)
- Jury duty (Article X)
- Vacation (Article IV, Section 4.7)
- Holidays (Article III, Section 3.3 and Article XVIII, Section 18.4)

Flex time part-time employees will be eligible for holiday pay, of up to four (4) hours, for each of the six (6) national holidays set forth herein. Eligibility requirements will be the same as regular part-time employees. The Company will be limited to a cap of forty (40) employees that can be placed in the Flex part- time position.

**Section 18.5:** **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 18.6:** 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 18.7:** 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: 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 663. 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 XX: 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 XXI: 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 XXII: Injury on the Job**

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, **PROVIDED 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 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 XXIII: Waivers**

##### **Section 23.1:Summer Waivers**

**Grocery:** In the event that a part-time employee is advanced to full-time status during the period of Memorial Day week through the second Saturday in September, 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, as long as he/she is replacing a person on vacation. 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.

#### **Article XXIV: 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 663, 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 employer's 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, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to "act of God," or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, "Sunday-only" employees, or employees working on waivers.

#### **Article XXV: 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 XXVI: Term of Agreement**

This Agreement shall supersede all previous agreements, either oral or written and shall be in effect as of October 11, 2020 and continue in full force and effect through 11:59 p.m., October 15, 2022 and thereafter unless a written notice to be given by either party sixty (60) days prior to October 15, 2022, 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 5<sup>th</sup> day of Feb., 2021.

Accepted for the Employer  
King's Supermarkets, Inc.  
d.b.a. King's County Market - St. Francis

By:   
Robert King, Owner

Accepted for the Union  
United Food and Commercial Workers Union  
District Local Union 663

By:   
Mathew Utecht, President

Appendices A and B are attached hereto and made a part thereof.

\_\_\_\_\_

## **Appendix A: Sunday Clause**

For full-time employees, Sunday will be outside the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. The employer shall be allowed to schedule as needed a minimum of one (1) full-time employee to work on Sunday on a rotation basis if volunteers are not available.

For Regular part-time employees, Sunday is part of the workweek. Regular Part-Time employees can work up to 39.9 hours in a 5-day period Sunday to Saturday. Part-Time employees will be allowed to have one Sunday off per month to the extent possible, and in a manner that is fair and equitable within the department. Sunday work will be rotated among those volunteering. The employer shall be allowed to schedule as needed regular part-time employees to work on Sunday on a rotation basis if volunteers are not available.

The Employer is allowed to schedule flex part-time, Courtesy, and custodial employees as needed.

Rates of pay for Sunday work will be one and one-half (1 ½) times the employee's regular rate of pay in the case of full-time food handler employees and straight time plus one dollar (\$1.00) per hour Sunday bonus for Regular part-time food handler employees, and straight time plus fifty cents (\$0.50) 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 each Sunday the store is open.

Regular Part-time food handlers 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) hours on a Sunday.

All markets shall be closed Easter Sunday.

**Appendix B: Minimum Rates**

<b><u>CLASSIFICATION</u></b>	<b><u>Effective (per hour)</u></b>	<b><u>Effective (per hour)</u></b>
<b><u>Department Head</u></b>	<b><u>October 11, 2020</u></b>	<b><u>October 10, 2021</u></b>
Assistant Manager	\$ 27.25	\$ 27.70
Produce Department Head	\$ 27.25	\$ 27.70
Frozen Food Department Head	\$ 27.25	\$ 27.70
Bookkeeper or Head Cashier	\$ 27.25	\$ 27.70
Delicatessen Department Head	\$ 27.25	\$ 27.70
Company Designated (Up to 3 per Store)	\$ 27.25	\$ 27.70
<b><u>Full-time Food Handlers</u></b>	<b><u>October 11, 2020</u></b>	<b><u>October 10, 2021</u></b>
0 – 12 months	\$ 16.50	
1 – 2 years	\$ 17.50	
2 – 3 years	\$ 18.50	
3 – 4 years	\$ 19.50	
4 – 5 years	\$ 20.50	
5 – 6 years	\$ 21.50	
6 – 7 years	\$ 23.00	
7 – 8 years	\$ 24.50	
8 years and over	\$ 26.15	\$ 0.45 increase if at top rate
<b><u>Meat Department</u></b>	<b><u>October 11, 2020</u></b>	<b><u>October 10, 2021</u></b>
Head Meat Cutter	\$ 27.25	\$ 27.70
Journeyman	\$ 26.15	\$ 26.60
<b><u>Part-Time Food Handlers</u></b>		
0 – 1500	\$ 12.50	
1,501 – 3,000	\$ 13.00	
3,001 – 4,500	\$ 13.50	
4,501 – 6,000	\$ 14.00	
6,001 – 7,500	\$ 14.50	
7,501 – 9,000	\$ 15.00	
9,001+	\$ 15.50	\$ 0.30 increase if at top rate
<b><u>Flexible Part-Time Employees</u></b>	<b><u>October 11, 2020</u></b>	<b><u>October 10, 2021</u></b>
1 – 750	\$ 12.00	
751 – 1,500	\$ 12.25	
1,501 – 2,250	\$ 12.75	
2,251 – 3,000	\$ 13.00	
3,001 – 3,750	\$ 13.25	
3,751 – 4,500	\$ 13.75	
4,501 – 5,250	\$ 14.25	
5,251+	\$ 14.75	\$ 0.25 increase if at top rate

**Courtesy Employees**

**October 11, 2020**

**October 10, 2021**

0 – 12 months

\$ 10.50

1+ years

\$ 11.00

\$ 0.25 increase if at top rate

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. Five (5) hours holiday pay if the employee requests (or works) a minimum schedule of five (5) hours per day.
- C. 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.

Provided further that courtesy employees shall not receive less than the federal or state minimum wage, whichever is higher, during the term of this agreement.

Youth rate and 90-day training rates: applicable wage required by law