

CONTRACT AGREEMENT
BETWEEN
MINNEAPOLIS UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 653

AND

JERRY'S ENTERPRISES, INC.
D.B.A.
MINNESOTA MEAT MASTERS

OCTOBER 2, 2016
THROUGH
OCTOBER 6, 2018

MINNESOTA MEAT MASTERS CONTRACT

Between Jerry's Enterprises, Inc. and Minneapolis UFCW Local 653

Article 1 Bargaining Unit

The employer will be allowed to have two (2) full-time employees outside the bargaining unit who may perform any bargaining unit work. Supervisors will be allowed to perform bargaining unit work at the minimum consistent with good operations, and supervisors shall be utilized in addition to, not as a replacement for, bargaining unit employees.

Article 2 Probationary Period

There will be a sixty (60) day probationary period for all new employees.

Article 3 Hours of Work

3.1 The basic workweek will be Sunday through Saturday for all employees.

- The workweek for all full-time employees will be forty (40) hours per week.
- Part-time employees will be scheduled for a minimum of twelve (12) hours per week and up to a maximum of no more than thirty (30) hours per week.

3.2 Overtime: All work performed by any employee over forty (40) hours per week will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

3.3 Scheduling: By the end of the day Friday, schedules will be posted one (1) week in advance and employees will be notified by noon on Thursday if Saturday work is required. Saturday work will be staffed by volunteers and reverse seniority will be used according to skill set needed and only in the event of not enough volunteers.

3.4 Rest Periods: All employees shall receive a paid rest period of fifteen (15) minutes for any three (3) hours worked not to exceed thirty (30) minutes in any workday of less than twelve (12) hours. Two (2) fifteen (15) minute breaks if applicable may be taken together by mutual agreement.

Article 4 Holidays

4.1 The plant will be closed on Christmas Day and will close no later than 6:00 p.m. on Christmas Eve and will be closed on Easter Sunday and Thanksgiving Day.

4.2 All full-time employees will receive eight (8) hours holiday pay for the following holidays: Christmas, New Year's Day, Thanksgiving Day, Memorial Day, Independence Day and Labor Day.

4.3 After ninety (90) days employment, all part-time employees will receive three (3) hours holiday pay for Christmas, New Year's Day, Thanksgiving Day, Memorial Day, Independence Day and Labor Day.

4.4 Personal Holidays: All employees will receive three (3) paid eight (8) hour personal holidays each year earned on the employee's anniversary date. Employees must complete one (1) year of service to be eligible for personal holidays.

4.5 Holiday Work Week: In the week in which the holiday occurs, the basic work week shall be thirty-two (32) hours for full-time employees working eight (8) hour days. Any hours worked over thirty-two (32) hours in a holiday work week will be paid at one and one-half (1½) time.

4.6 Holiday Pay Requirement: Employee must work the scheduled shift before the holiday and after the holiday unless excused by the Employer or unless absent due to proven illness or injury.

Article 5 Vacation

All employees will receive one (1) week of vacation after one (1) year of service, two (2) weeks of vacation after two (2) years of service, and three (3) weeks of vacation after six (6) years of service.

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

Article 6 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, 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.

Article 7 General Conditions

7.1 Any employee, full-time or part-time, may perform any work in any area of the plant as long as the employee is eighteen (18) years or older and is certified by Jerry's to work in a meat processing area. No employee under the age of eighteen (18) may work in the meat processing area (other than cleaning).

7.2 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 8 Seniority

There will be two (2) separate seniority lists—one (1) for full-time employees and one (1) for part-time employees.

Article 9 Arbitration

9.1 Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for vacation, holiday, jury pay and bereavement pay.

9.2 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.

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

9.4 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.

9.5 Failure to comply with the time limits set forth in Steps 1, 2, and 3 below may result in an automatic decision in 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 10 Health and Welfare

10.1 All full-time employees working thirty (30) hours per week or more will be qualified to be in the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund full-time plan.

10.2 All part-time employees working less than thirty (30) hours will not be eligible for health care.

10.3 The Employer will provide the same plan as the Minneapolis contract calls for, and will be bound by the same rates as called for in the Minneapolis plan.

10.4 The schedule of contributions is as follows:

<u>Employer</u> – October 2, 2016 through March 4, 2017	
Full-time employees	\$159.80 per week
Part-time employees	\$ 56.90 per week

Effective March 5, 2017

<u>Employer</u> – Full-time	\$210.65 per week
Part-time	\$116.89 per week

Effective March 5, 2017

Employees will be required to make contributions to their Health & Welfare as follows:

Full-time	\$10.00 per week
Part-time	\$ 5.00 per week

The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions.

Article 11 Employer-Provided Benefits

11.1 Defined Contribution Plan The Employer will provide a “Defined Contribution Plan Fund” for all full-time employees after one (1) year of employment working thirty-two (32) hours or more per week. This plan will start in October 2012.

The Employer contribution to the “Defined Contribution Plan Fund” for all full-time employee hours worked per week up to forty (40) will be as follows:

Contract Year 1	\$1.50 per hour
Contract Year 2	\$1.50 per hour

The “Defined Contribution Plan” will be administered by the Employer. The Employer will provide a Defined Contribution Plan update two (2) times per year with the first update provided no later than December 31, 2014.

11.2 401(k) Plan For all employees working one thousand (1,000) hours or more in a calendar year, the Employer will also establish, after one (1) year (starting in October 2012), a 401(k) plan to which employees may make pretax contributions.

Article 12 Leaves of Absence

FMLA: All State and Federal guidelines shall apply.

Personal Leave: The Employer may grant a leave of absence up to six (6) months. An employee desiring a personal 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.

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.

Military Leave: The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for 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.

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 capability of returning to work.

Parenting Leave: The Employer shall grant employees parenting leave of absence for a birth or an adoption of a child according to state law.

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.

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.

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 13 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 14 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 or her place of employment.

Article 15 Minnesota Meat Masters Wage Rates

Part-Time Clerks	Wage Rate
Start	\$10.00
Year 1	\$10.50
Year 2	\$11.00

Full-Time Clerks	Wage Rate 10/02/16	Wage Rate 10/01/17
0 – 2080 hours	\$13.75	\$13.75
2081 – 4160 hours	\$14.25	\$14.25
4161 – 6240 hours	\$15.00	\$15.00
6241 – 8320 hours	\$16.00	\$16.00
8321 – 10400 hours	\$17.50	\$17.50
Over 10400 hours	\$18.45	\$18.75

Sausage Department Manager	Wage Rate 10/02/16	Wage Rate 10/01/17
	\$22.25	\$22.55

Article 16 Termination

This Agreement shall be in effect as of October 2, 2016, and will continue in full force through October 6, 2018, and thereafter, unless a written notice is given by either party sixty (60) days prior to October 6, 2018, or the annual anniversary of the contract.

Signed this 30th day of September, 2016.

Accepted for the Employer:

Minnesota Meat Masters



Molly Mitch, Director - Human Resources

Accepted for the Union:

United Food and Commercial Workers Local 653



Paul Crandall, Secretary-Treasurer