Monday through Friday 8:00 a.m. - 5:00 p.m.
952-854-0795 or 1-800-335-6373
3001 Metro Drive, Suite 500
Wilson-McShane Corporation
Health and Welfare & Pension

Monday through Friday 8:00 a.m. - 4:00 p.m.
763-225-1500 or 1-800-292-4105
Brooklyn Center, MN 55420
6160 Summit Dr. N Ste 600
UFCW Local 663
Union Office

MINERS - CROSSY SUPER ONE
MINERS - BAXTER SUPER ONE

December 9, 2018 – December 4, 2021
Term of Agreement

Local Union No. 663
United Food and Commercial Workers

and

Bemidji, Minnesota
Bemidji Food Retailers

Between

Collective Bargaining Agreement
employee, or are insufficient to cover the required deduction, the Employer will so state on the
Union within ten (10) days after such deduction is made. In the event no wages are due the

The deduction of Union dues shall be made on a monthly basis and shall be forwarded to the

union in accordance with this Agreement, whichever occurs sooner.

The Employer agrees to deduct Union dues, initiation fees and/or uniform

uniformly to all employees covered by this Agreement.

deducted to mean the payment of a standard initiation fee and standard monthly dues as applied

In "good standing" for the purposes of the Agreement between this Union and this Employer, is

stand in the Union:

day following the beginning date of such employment become and remain members in good

This Agreement shall be in effect from the date on which this Agreement is signed shall on the 1st day

standing in the Union. It shall also be a condition of employment that all employees covered by

following the date on which this Agreement is signed become and remain members in good

members of the Union on the date on which this Agreement is signed shall on the 1st day

This Agreement is signed, shall remain members in good standing and those who are not

covered by this Agreement who are members of the Union in good standing on the date on which

were employed the above-named Local Union, Department, Grocery Department, Bakery Department, Deli Department, and Non-Departmental Employees of the Employer.

shall be a condition of employment that all employees of the Employer

each store outside the bargaining unit, who can do bargaining unit work.

The Employer will be required to have up to 12 non-supervisory employees (including the store manager) at each store.

The Union is recognized as the sole and exclusive bargaining agent for all Members

ARTICLE I: RECOGNITION AND UNION SECURITY

The Agreement is an integral part of the Participants Agreement.

Participants Agreement, an agreement entered into by the "Participants" and the Participants' bargaining representatives and the Participants, and all Participants are bound the terms of this Agreement.

ARTICLES OF AGREEMENT
The employees agree that there shall be no strike during the life of this Agreement.

2.1 No Strike / No Lockout: The Employer agrees that there shall be no lockout and the Union and the

ARTICLE 2: No STRIKE / NO LOCKOUT - PILOT LINE

Employer shall recognize two shop stewards appointed by the Union in each workplace. Where possible, all union business shall take place outside of working hours unless by mutual agreement.

1.7 Shop Stewards: The Employer shall recognize two shop stewards appointed by the Union in each workplace.

The Employment Period may be extended for up to thirty (30) calendar days by mutual agreement.

Provisions shall prevail.

Security lists of their duties of hire. However, during the Employment Period all other contracts

1.6 Employment Period: The Employment Period shall be classified as Employment only during this period.

Inform employees that the terms of the contract are being complied with.

1.5 Discharge: Any losses of the Bargaining Unit and/or employees of the Bargaining Unit who are not employed in their respective employment shall be advised to the shop floor at all times.

By this Agreement and is to be displayed in a prominent place in the market.

1.4 Market Cards: The Union Market Card is issued to the Employer who signs and returns

No deduction shall be made that is prohibited by applicable laws. The Union will defend and

Union forms provided. The Union will then make its own arrangements with the employee as to

payment.
Lunch Each Day: The employee works a shift of seven (7) hours or more, the thirty (30) minute or one (1) hour unpaid lunch period shall be allowed for each day.

3.7

Minimum Call in: The employer shall be allowed to schedule up to eight (8) hours per day with a four (4) hour maximum per employee. The employer shall be allowed in the meal departments to utilize a reduced workforce. The employer shall be allowed in the meal departments to utilize a reduced workforce.

3.6

Part-Time Employees: The employee schedule will be four (4) hours for non-student part-time employees and clean-up employees and three (3) hours for student part-time employees.

3.5

Daily Minimum: Minimum call in Thursday or Sunday only.

3.4

Weekly Minimum: In the event a part-time (40) hour post-employee is scheduled to work on either Saturday or Sunday.

3.3

Workweek: Part-time employees will be scheduled to work each week, in no more than five (5) days.

3.2

No extra shift pay or shift will be required to work a shift that is any interruption of the day. No part-time employee will be required or permitted to work a shift that is any interruption of the day. No part-time employee will be required to work a shift that is any interruption of the day.

3.1

Workweek and Workday: The regular workweek shall be forty (40) hours to be worked in the Workweek. For Bank holiday employees, the Sunday shift may start on Saturday.

ARTICLE 3: HOURS OF WORK

3.1

To cross a picket line of a striking or locked out union is a violation of this agreement for an employee to do so.

2.2
will be determined based on the store’s capability.

Employers will supply the Union copies of work schedules. The method by which schedules are supplied will be determined in advance when they will not be available for work. Whenever requested, the Employer will make copies of the schedule available to any period is posted, there shall be no change in the schedule for that period, except for emergencies. Employees will notify the Employer of any changes in the schedule for that period. Once the schedule for any period is posted, there shall be no

3.10 Positive Schedules: Work schedules for all employees shall be made up for a two (2) week period. The schedule shall be posted or distributed to employees at the start of the pay period.

Premium payments shall be based on or averaging or overtime or

3.9 No Publication or Postmaking: There shall be no duplication or partitioning of overtime or

paid supper periods.

4.0 No rest periods shall be provided in any four (4) hour period which is broken by a

hours. No rest period shall exceed sixty (60) minutes. No rest period shall exceed thirty (30) minutes in any workday for employees who work more than ten (10) hours in a particular workday.

All employees shall receive a paid rest period of fifteen (15) minutes for any forty (40)

A full-time employee shall be entitled to two (2) fifteen (15) minute rest periods for each

3.8 Rest Periods

the employees shall

Employers may, at their discretion, combine any other paid break periods for the convenience of the employee.

The employer shall

Employers may combine any other paid break periods for the convenience of the employee.

Employers may combine any other paid break periods for the convenience of the employee.

One (1) hour lunch period option will be decided on an individual store basis by a majority of the
ARTICLE 4: SENIORITY

When an emergency situation occurs that is beyond the control of the employee or the Employer,

4.1

Seniority by Department: Seniority shall be separate within the following departments:

4.2

Full-Time Employees: For those full-time employees (excluding cafeteria and custodial

4.3

categories and (b) meal wrappers.

4.4

Separate between two (2) groups of employees: (a) Journeyman and Apprentice mean

4.5

Employees, (b) Meat Department employees (including apprenticeship training) and (c) one

4.6

Per Part-time Employees: One for full-time employees (4.4) and one for part-time

4.7

Dependent and executives. When Branch or Plant employees have a common

4.8

Dependent, Non-Foods Department, Department, Department shall be separate within the following departments:

4.9

Seniority.
Shall be reduced on the basis of seniority and the most senior employee shall receive the first choice. Any such request must be approved by both the employee and the employer.

4.3 Part-time Seniority (less than Thirty-two (32) hours per week): A forty (40) hour employee may be reduced to a thirty-two (32) hour workweek upon

window to return to their previous classification and seniority, and their rate of pay will be adjusted to the appropriate part-time rate of pay.

4.4 Reduction in hours: Provided the employee is qualified and available to do the work, seniority shall be reduced in hours except the full-time employee who is reduced shall have seniority rights only on the more senior part-time assignment. When an employee is voluntarily reduced in hours, seniority rights shall be retained (30) calendar days after the last employee was given notice.

An employee's seniority shall be their date of hire or transfer into their particular group.
Such employee's seniority shall apply to layoffs and recalls. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired provided the employee is qualified to perform the work available.

a. All such employees shall be entitled to preference for scheduling of hours within the individual store in the order of their seniority so that no such junior part-time employee shall receive more hours of employment than a senior employee. In the event there is a violation of seniority relating to the number of hours scheduled, the Employer shall correct such violation by rescheduling during the following four (4) week period. The time limitation on the filing of such grievance shall not begin to run until the schedule is posted.

b. Part-time employees who work over 31.9 hours Monday-Saturday for 1 week in a four (4) week period shall not require a full-time benefit contribution on behalf of the employee.

c. Part-time employees who work over 31.9 hours Monday-Saturday for 1 week in a four (4) week period shall not require a full-time benefit contribution on behalf of the employee.

4.4 Ratios: It is the intention of the parties that the number of part-time employees (meat, bakery, deli, grocery - excluding courtesy, custodial, clean-up employees, and extra employees as defined in Article 16, Section 16.2) shall not exceed three (3) part-time employees to one (1) full-time employee with the exception of the Apprentice. Stores may reach the one full-time to three part-time ratio only through an effort to improve the full-time to part-time store ratio toward reaching the 3 to 1 goal stated above.

4.5 Meat Apprentice Ratio: All meat markets shall employ first a Journeyman, and then one (1) Apprentice for each two (2) full-time Journeymen.

4.6 Apprentice for Higher Job Classification: All part-time employees with the exception of courtesy and custodial employees shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. All full-time positions shall be posted in the store for a period of five days if the departing Employee gives the Employer not less than 3 weeks' notice, unless vacancy is caused by unforeseen emergency. Employees who respond to the posting and notify the Employer shall be given preference in accordance with their seniority for full-time employment if qualified and able to perform the requirements of the job.
ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

Employee shall have the right to fill Departmental positions without regard to seniority.

2. Implementation of this Agreement or

3.1 Definition of Grievance - A grievance is any controversy between the Employer and the Union

4.10 Employer shall have the right to fill Departmental positions without regard to seniority.

his or her option to request the assignment.

4.9 Inter-Store Shuffling: When it becomes necessary for the Employer to work a full-time

4.8 Seniority List: An six (6) month intervals, the Employer shall provide the Union with additions

and deletions to the company-wide seniority list, Nothing being date of hire.

4.7 Loss of Seniority: Seniority will be commerated in an employee attris, is discharged, falls to remain

Employer in White.

be given preference for part-time job openings within their store provided they have notified the

courtesy employees, based on length of service, ability and work record with the Employer. shall

includes part-time employees inside the bargaining unit, the bargaining unit which

such openings in each classification with persons from outside of the bargaining unit which

unforeseen circumstances. However, the Employer may fill its seventy-five percent (75%) of

immediately filling a full-time vacancy while the position process is active in the case of

opinion of the Employer for an available opening. Nothing herein prevents the employer from
(10) Calendar days after the receipt of the Disposition.

gives the Labor Relations Representative a written demand for arbitration within ten
set forth in this Disposition, shall be final and binding on all parties unless the Union
presented in this Step, and proposed conciliation of the representation of the
Representatives shall prepare a written Disposition of the grievance after the
Representatives shall discuss with the Employer the Labor Relations
Representatives shall discuss with the Employer, the Labor Relations
Representatives shall discuss with the Employer, the Labor Relations

Step 3: Upon notification that the grievance is going to be referred to Step 3, Union

Procedure:

meeting in this Step if the grievance is to be further considered in Step 3 of this
Step, the union must notify the Employer within five (5) calendar days after the final
Representatives in an attempt to settle the grievance. If a settlement is not reached in this
and the Union Representatives shall discuss with him and/or the Employer

Step 2: After the written grievance has been presented to the operator, the aggrieved employee

Agreement will then be given the store operator or representative for handling under
the final discussion in this Step, if the grievance is to be further considered. The
Representatives shall prepare the grievance to written within five (5) calendar days after
Representatives shall discuss with the grievance, he or she shall individually or with the steward
Step 1: When an employee has a grievance, he or she shall individually or with the steward

Following manner in the Steps set forth:

Grievance Procedure: All grievances, as defined in Section 5.1 above, shall be settled in the

compliance, no time limit shall apply.

that the grievance is raised in Writing with the Employer, except in cases of willfull non-
respective laborly on a check were claim shall not exceed ninety (90) calendar days from the date
Employers on grievances involving contractual, grievances with respect to wages or overtime. The
Employers are of the matters arising from the grievance, provided however, that these shall be in such time limitation
considered or discussed which is presented before them less than (10) calendar days after the occurrence
Grievances must be taken up promptly and no grievance will be
Grievance under this procedure. Such grievance shall be filed at Step 3.

Employee-Grievance: Nothing contained herein shall prejudice the Employer from filing a
Commission, hearing shall be held by Step 3.

Executive Board Authority: The Executive Board of the Union shall have the right to
determine whether or not the employee’s grievance is qualified to be submitted to arbitration by
the Union.

Conflict with Agreement: No settlements shall be made in Steps 1 and 2 of this procedure
which contravene or change in any way the terms of provisions of this Agreement.

Employer and the Union:

Expenses of Arbitration: All expenses and fees of the arbitrator shall be shared equally by
both parties. The expenses incurred by Section 5.3 of each party shall pay all expenses incurred
in accordance with Section 4.2.5.

Final Award: The decision of the arbitrator shall be final and binding on the Employer, the
Union and the employees within the bargaining unit.

Authority of the Arbitrator: The authority of the arbitrator shall be limited to the determination
of the rights of the parties to the extent of the grievance presented to the arbitrator, provided that
the arbitrator shall not be empowered to add to, subtract from, or modify the terms of this Agreement.

Request for Arbitration: The written request for arbitration shall be served to the arbitrator by
the party desiring arbitration shall be submitted to the National Board of the Employer and the Union shall agree in advance on the selection of an arbitrator. Under

Step 4: Arbitration: Following the written demand for arbitration, representatives of the
6.3 Vacation Pay

Vacation Pay shall take up to a maximum of five (5) days of vacation in single day increments. All part-time employees eligible for two (2) weeks or more of paid vacation shall be allowed to take paid vacation at a rate of one (1) week's vacation per year of continuous service with the Employer.

ARTICLE 6: VACATIONS
seniority list for the purpose of vacation selection.

Employees who fail to select vacations by February 1st will be placed at the bottom of the vacation schedule and shall be posted in each store by department by March 15th of each year. The approved vacations will be selected on the basis of seniority by February 1st of each year. The approved vacation schedule in each store shall be posted by January 1st and

Vacation Schedule:

accrued paid time off balance for all unearned vacation, holiday pay, personal days, or other employee's date of hire. Following the year in which earned, or such vacation will be paid on the anniversary of the employee's date of hire. Accumulated vacation for each year must be taken during the twelve (12) months immediately preceding the anniversary of the employee's date of hire. Any employee terminated for proven

Vacation and Other Accrued Benefits:

6.4 Pro-Rated Vacations:

Colleagues, he will receive Head Meal C Alt.

Joiner vacation leaves of a Head Meal C Alt. for one (1) week or more and perform all Head Meal

of the employee in pay. No employees shall receive money in lieu of vacation. When a

If a holiday falls during the employees' vacation, he or she shall receive an extra day of vacation

shall be computed on the basis of their current straight-time hourly rate.

Vacation pay and holiday pay shall be included for each week of vacation. Vacation pay

Part-time employees vacation pay shall be computed on the basis of the number of hours per

6.5 Forfeiture of Vacation and Other Accrued Benefits:

accredited in the proceeding anniversary year, premium hours (c.e., Sundays and

and premium hours (c.e., Sundays and Holidays) worked shall be counted towards the 1,600

in determining whether a full-time employee has worked the 1,600 qualifying hours, overtime

1/10th of a full vacation for each 160 hours worked for each week of earned vacation.

I, 600 hours, the employee shall receive

Full-time employees shall qualify for a full vacation after working 1,600 hours or more during

I, 600 of a full vacation for each 160 hours worked for each week of earned vacation.

I, 600 hours, the employee shall receive

I, 600 hours, the employee shall receive
ARTICLE 7: HOLIDAYS

7.1. No employee shall be required or permitted to work on any of the named legal holidays for vacation time for any absence.

30. These two weeks may be consecutive. Employers may require employees to use accrued vacation time in the month in which the vacation holiday falls. Employees may request up to two (2) weeks vacation from January 1 through September.
full-time employees, including Extra Help.

7.3 Holder Qualifications: Full-time employees will be eligible for holiday pay if they are a full-time employee. All regular employees as outlined in this section.

7.2 Regular rate of pay for all holidays is outlined in this section. Scheduled to work any time from Monday through Friday, shall receive four (4) hours of their regular rate of pay for each hour of the 40-hour work week. The basic work week for full-time employees shall be 40 hours.

7.1 Christmas Day: All markets shall be closed. If further agreed upon at market level, it shall be.

7.0 Holidays are to be taken during the following year (365 days) on a mutually agreeable schedule.

6.0 Employee works on holidays.

5.0 Employees are subject to the same terms of pay and conditions of personal holidays as outlined in Article 3.1. Employees working on a holiday shall receive holiday pay.

4.0 When a full-time employee works on a holiday, he will not be considered as working under the overtime provisions outlined in Section 3.3.

3.0 Employees shall be entitled to the classification (full-time/part-time) in each department that junior employees in the classification thereof do not. The seniority.

2.0 No employee will be displaced for refusing to work on a holiday. In the event there are not sufficient employees in the classification thereof, employees may be open for business in the even there are no sufficient employees.


Day holidays shall be paid at straight time for all hours worked up to eight (8) hours.
Effective December 9, 2018 Employees will be required to make contributions to their Health &

Part-time Employees: $177.32 per week
Full-time Employees: $233.26 per week

Effective December 6, 2020:
Part-time Employees: $177.76 per week
Full-time Employees: $234.48 per week

Effective December 8, 2019:
Part-time Employees: $113.99 per week
Full-time Employees: $217.20 per week

Employers—Effective December 9, 2018 through December 7, 2019:

The Schedule of Contributions is as follows:

8.2

now in practice.

Article 8. Health and Welfare

The Employer agrees to continue to pay to the Minneapolis Retail Chain

Employer agrees to continue to pay to the Minneapolis Retail Chain

Contributions. The Employer agrees to continue to pay to the Minneapolis Retail Chain

Contributions. The Employer agrees to continue to pay to the Minneapolis Retail Chain

Part-time Employees.

unless the employee does not meet those requirements.

unless the employee does not meet those requirements.
In the event of a sick leave of absence, (i.e. in the case where an employee chooses to work and take pay in lieu of contrastion in any anniversary year and in no case shall there be more than forty weeks of contrastion in any anniversary year.

Employer:

After November 29, 2014, as calculated under the Affordable Care Act rules as adopted by the not be eligible for health care benefits unless an employee averages 30 hours or more per week. If the pedestrian, including the Disabled, is unable to work, the employee, any part-time employment calculated under the Affordable Care Act rules as adopted by the Employer, Part-Time Employment


The Employer shall not be required to pay the weekly health and welfare contributions for part-time employees if they average less than 30 hours per week.

The Employer may not be required to pay the weekly health and welfare contributions for part-time employees if they average less than 15 years of service with the same employer, when said part-

Contributions as set forth in Article 8(i).

Calculate the difference between the Employer paid part-time contributions and the full-time contributions for each employee. Part-Time Contributions who wish to purchase dependent (non-co-parent) coverage will be required to do so. In the event an employee will implement a pre-tax plan for employee contributions for full-time employees and will offer the Employer contributions. The Employer will collect the employer contributions which will offset the Employer contributions. The

Part-Time: $80.00 per week
Full-Time: $200.00 per week

as follows:

Effective December 8, 2019, Employees will be required to make contributions to their Health & Welfare:

Part-Time: $50.00 per week
Full-Time: $200.00 per week
more hours excluding hours worked on Sundays and holidays, except for those on regular and banked holidays.

The full-time contribution base amounts reflected in this article shall be paid on behalf of all applicable employees as defined above for each week when such employee has worked thirty-two (32) or

<table>
<thead>
<tr>
<th></th>
<th>$4,744</th>
<th>$4,354</th>
<th>$4,492</th>
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<tr>
<td>Full-Time</td>
<td>$1,494.79</td>
<td>$1,400.57</td>
<td>$1,396.74</td>
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<tr>
<td>Part-Time</td>
<td>$1,400.57</td>
<td>$1,396.74</td>
<td>$1,392.90</td>
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</table>

March 1, 2021  March 2, 2020  March 3, 2019  February 28, 2019

The employer and union agree to a Rehabilitation Plan for the Legacy Plan that requires contributions to increase by 2.8% effective March 3, 2019, 2.8% effective March 2, 2020 and 3.0%

The employer and union agree to a Rehabilitation Plan for the Legacy Plan that requires contributions to increase by 2.8% effective March 3, 2019, 2.8% effective March 2, 2020 and 3.0%

ARTICLE 9. PENSION

Any amendments thereto.

The employee is bound by the existing Trust Agreement covering the Deferred Trust Fund and

any amendment thereto.

The Board of Trustees may be modified by the Board of Trustees, who administers this Legacy and Welfare Fund. Benefits may be modified by any amendment of the Trust Agreement. If any, shall be determined by a majority vote of the Board of Trustees, who administers this Legacy and Welfare Fund. Benefits may be modified by the Board of Trustees, who administers this Legacy and Welfare Fund.

ARTICLE 9. PENSION

The Trust Agreement covering the Deferred Trust Fund and

ARTICLE 9. PENSION

The Board of Trustees may be modified by the Board of Trustees, who administers this Legacy and Welfare Fund. Benefits may be modified by any amendment of the Trust Agreement. If any, shall be determined by a majority vote of the Board of Trustees, who administers this Legacy and Welfare Fund. Benefits may be modified by the Board of Trustees, who administers this Legacy and Welfare Fund.
Follows:

Effective January 1, 2019, the annual benefit accrual of the VAP Plan for employees will be as follows:

Provision will not be applicable however, in the event of a strike or closeout.

The intent of this provision is to maintain Legacy Pension funding for the life of this contract. This
provision will provide part-time and full-time employees with the same benefits as provided for in this
paragraph above.

In the event that a part-time employee, on whose behalf a Legacy Pension contribution was being made,
and the VAP Plan:

VAP Plan. All current active eligible employees will bridge their vesting service between the Legacy Plan
and the VAP Plan.

All current active and future active employees (excluding COUNTY/CLEAN Team, EXTRA

<table>
<thead>
<tr>
<th></th>
<th>1/8/36</th>
<th>2/16/93</th>
<th>5/31/95</th>
<th>3/31/96</th>
<th>1/4/976</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part time:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Rates</td>
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<td>5/31/95</td>
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<td></td>
</tr>
<tr>
<td>Full-time:</td>
<td>2/16/93</td>
<td>5/31/95</td>
<td>3/31/96</td>
<td>1/4/976</td>
<td></td>
</tr>
</tbody>
</table>

The following provisions have been made under the prior CBAs. The following provisions are
applicable to all current active and future active employees:

Active employees with 20 years of service as of February 28, 2019, or prior, and

Active employees with 30 years of service as of February 28, 2019, or prior, will be

Active employees who have worked 37.5 hours per week.

Active employees who have worked 30 hours per week.

The Part-Time Contribution Rate Amounts referred to in this Article shall be paid on behalf of all
Option to choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement compensation will be based on the VAP Plan with the VAP Plan having the following provisions:

<table>
<thead>
<tr>
<th>VAP Plan Stabilization Reserve</th>
<th>Contribution Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$32,000 contribution will be made to the VAP Plan</td>
<td>Effective with the January 1, 2019 Employer</td>
</tr>
<tr>
<td>$33,000 contribution will be made to the VAP Plan</td>
<td>Effective with the January 1, 2020 Employer</td>
</tr>
<tr>
<td>$35,000 contribution will be made to the VAP Plan</td>
<td>Effective with the January 1, 2021 Employer</td>
</tr>
</tbody>
</table>

Years 4-10 of the Retirement Plan according to the plan activity:

- Contributions start at $150,000 and increase in arrears (for both active and retired) in years in which the investment return is less than the hurdle rate and which would normally cause a decrease in the account.
- The purpose of the Stabilization Reserve is to support the maintenance of accrued benefits (for both active and retired) in years in which the investment return is less than the hurdle rate.
- Annual increases in accrued benefits will be capped at 3.0% above the hurdle rate. Any surplus performance benchmarked to a hurdle rate of 5.5%.
- All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance.

For employees age 65 or 66 years old, the contribution to the plan will be reduced by 24%.

The Normal Retirement Age of the VAP Plan will be age 65.

The VAP Plan will be the same as the Legacy Plan.

The terms of the VAP Plan will be the same as the Legacy Plan.

<table>
<thead>
<tr>
<th>VAP Accumulated Rate</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2021</td>
<td>$32,750</td>
<td>$32,625</td>
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<tr>
<td>Effective January 1, 2020</td>
<td>$32,000</td>
<td>$31,875</td>
<td>$31,875</td>
</tr>
<tr>
<td>Effective January 1, 2019</td>
<td>$31,250</td>
<td>$31,125</td>
<td>$31,125</td>
</tr>
</tbody>
</table>
they have completed ninety (90) calendar days of employment.

Extra Help part-time employees will be eligible for bereavement pay for time lost if scheduled to work if

bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day.

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

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

bereaved leave for days lost from work for bereavement shall, except in the case of leaves for spouse or

in-law, father-in-law, grandfather, or sibling.

A maximum of two (2) days of bereavement pay in the event of a death of a brother, sister, mother or father;

A maximum of four (4) days of bereavement pay in the event of a death of a spouse, child, or

in the following:

Article 10: Bereavement

agreement.

VP or Plan and pay the VP Plan contributions pursuant to the terms of the collective bargaining

Agreement, and may allocate withdrawing liabilities as long as a continuing obligation to participate in the

The Employer may withdraw under Paragraph 9, the Legend Plan during the term

on investment performance.

fixed at the time of hire or retirement, or (3) their retirement benefits will continue to vary annually based

until retirement, at which point the employer may change their (1) their retirement benefits will be

which point the employee may choose whether (2) their retirement benefits will remain variable;

when employees cease to be employed for any reason other than retirement, the accrued benefits will remain

their retirement benefits will continue to vary annually based on investment performance. For employees
EXECUTIVE BOARD MEMBERS AND ELECTED DELEGATES OF THE UNION.

ARTICLE 12. LEAVE OF ABSENCE

12.1 General. The Employer may grant employees a personal leave of absence of up to six (6) weeks in

12.2 Accident, Illness, Pregnancy or Pseudocyesis Leave. In case of accident, injury, pregnancy or

12.3 Union Leave. An employee with at least one (1) year of seniority may return temporarily to work if

12.4 Available. The employee may return earlier if a nonfmer agreement is reached and hours are

12.5 Employee must be able to pass a physical examination upon return to work if required.

12.6 Granted for the period they are medically judged unable to work up to a period of one (1) year.

12.7 Sickness which renders the employee unable to work, an automatic leave of absence shall be

ARTICLE II: JURY DUTY

ARTICLE 21. JURY DUTY
regard and respect each others’ feelings and self-esteem.

agree that when dealing with each other, they will use all reasonable efforts to constructively discriminate against in violation of state and federal law. The Employer, Union, and employees

Non-Discrimination Clause: The Employer and the Union agree that no employee will be

hours in advance. The Employer will post a notice of the next meeting forty-eight (48)

Quarterly meetings may be scheduled by the Employer with employees being

Quarterly meetings are used in the employer will handle the cost of the

Tools and Clothing: The Employer shall furnish and launder uniforms and tools at no cost to the

ARTICLE 13: MISCELLANEOUS PROVISIONS

applies (so that you know your rights)

FMLA is posted in all stores, where FMLA

Labor Law requiring covered employers to provide eligible employees with job-protected, unpaid

The Family and Medical Leave Act (FMLA) is a limited statute

Time off for this leave.

The employers may use excess paid

or attempted to obtain a restraining order or protective order. The employers may use excess paid

Vicious, Witness, and Domestic Abuse Leave: The Employer will provide reasonable time off

to be determined by mutual agreement of the parties.

agree to a leave of absence for an employer to either work for the Union, which leave will

Special Project Union Representative (S.P.U.) Leave: The Union and the Employer may

Such leave of absence shall be without pay or loss of seniority.

required to give a leave for more than one (1) employee from each store.

confirmed), starting the meeting and ending the meeting for such leave. The Employer shall not be

such members shall give the Employer a minimum of one (1) weeks notice (except Union

Leave of absence for Executive Board members for Union business will be granted as needed.
Food Handler's work includes stockpicking and displaying of all pre-processed, fresh, frozen and smoked, meat, poultry and fish, and the storage of all the above-mentioned products. These operations are to be performed in a manner which will ensure the safe handling of all foods. The appropriate part-time rate of pay shall be calculated as follows:

14.4 A part-time employee who works more than two (32) hours in excess of thirty-two (32) hours per week, his or her rate of pay shall be paid 2.50 per hour for all hours worked in excess of thirty-two (32) hours per week. An employee who works more than thirty-two (32) hours per week shall be paid a premium of 2.50 per hour for all such hours worked in excess of thirty-two (32) hours per week.

14.3 A full-time employee who assumes the department head duties, and performs all such duties, for a period in excess of three (3) weeks shall be paid a premium of 2.50 per hour for all such hours for a period in excess of three (3) weeks.

14.2 New Promoted/Reclassified Employees: The classification and wage rates of new promoted/reclassified employees covered by this Labor Agreement shall be determined in accordance with the prevailing wage rates of pay for the classification and classification wage rates.

14.1 Classifications and Wage Rates: The classification and wage rates of pay for the classification and wage rates.

14.5 ABC Club: The Employer agrees to deduct amounts designated by Employees for the ABC Club.

13.5 The Employer agrees to deduct amounts designated by Employees for the Drug/Alcohol testing.

13.4 The Employer specifically retains the right to establish a fair and reasonable drug and alcohol testing policy in conformity with state and federal law. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract.
department for the entire week.

The above are the limited duties allowable at their rate of pay. Employees who perform

H. Minimum Schedule of 40 (4) hours per week.

has been discontinued and discarded.

and benches and cases. May clean, order and arrange, provided power equipment

include disposal of debris, boxes, wrappings, etc., cleaning of floors, walls, ovens.

5. Shall be limited to clean-up duties within the meat department. Such duties shall

6. May perform general clean-up and small duty work only in the bakery area.

7. Packaging.

8. Bagging Ice.

required to maintain a more appealing appearance.

9. Little in the parking lot, move lawns or do such other work outside of the store as

10. Countertop employees shall also be permitted to sweep sidewalks, shovels snow, pick up

11. Cleaning of all windows located on the outside walls of the store.

the entire restrooms.

12. Collecting trash and similar mainteining duties in the entire grocery area, and cleaning

except as the parties may mutually agree.

Duties of Counter and Custodial Employees in addition to bagging and carrying out (this does

not include any short stocking or counter work (shall include and be limited to the following

a meat department employee has performed the initial filling of the case each day.

ability to utilize deli employees to sell out or and reshock the full-service meat case, provided that

14.7 Full-Service Meat Case: If it is agreed that stores having a full-service meat case shall have the

before December 14, 1999 is on a half-hour without offering this work to the employee who is on

No food handler shall perform this work as long as any full-time meat department employee binds

14.7.1 Meat Department Clean-up Duties, of this Agreement.

employees shall not be allowed to work in the meat department except as provided in Article 14,
ARTICLE 16. WAIVERS

Stores may be open for business on Easter Sunday and the above conditions shall apply:

1. Because Easter Sunday is not a recognized holiday under the terms of this Agreement, works on Sundays.

2. Employer shall select the classification (full-time, part-time) in each department that pay for all such work.

3. The pay rate for work on Sunday shall be one and one-half (1½) the employee's regular straight-time hourly rate of pay for full-time employees. Part-time employees will receive a 50% per premium in addition to their regular straight-time hourly rate of pay for all work on Sunday.

No employees in the classification needed to fill the stores during the regular shifts will be disciplined for refusing to work on a Sunday except for the junior classifications needed management will fill the openings by reverse seniority. No employee may work for six months at a time. In the event there are no sufficient volunteers in the store that stores are open for business. This may be done only if all employees are willing to work on Sundays.

If no regular or regular employees will have the first opportunity for work on Sundays, these conditions are in addition to the regular contract work. Pay and conditions clauses contained herein.

ARTICLE 15. SUNDAY CLAUSE

In corresponding clauses in this Agreement's minimum wage shall result in the Federal Minimum Wage being equal to the Federal Minimum Wage still be minimum rate of pay. During the life of this Agreement the minimum rates of pay shall be minimum rates of pay. Those employees who are being paid the full-time progression hourly rate of pay as the time this Agreement is ratified shall not be reduced in hours or wages in an effort to deter the intent and purpose of this provision.
provisions not so affected shall continue in full force and effect.

Separability: In the event any provision of this Agreement shall be declared invalid by any court of competent jurisdiction then such section shall be invalid but such invalidity shall not affect the invalidity of any other provision of this Agreement.

ARTICLE 17: SEPARABILITY AND SAVINGS

only, and part-time benefits.

Part-time Worker: The employer may work part-time employees, subject to the individual needs of the store. Employees working under this provision shall be paid the beginning full-time rate.

Extra Help Employees: may qualify for the following fringe benefits:

- Holiday Pay – Article 7
- Jury Duty – Article 11
- Bereavement – Article 10
- Vacation – Article 6

Extra Help Employees, who shall be no layoffs or reductions in the Grocery, deli and bakery departments, shall be utilized (part-time) when employees in the Grocery, deli and bakery company in order for a full-time worker to be eligible for all fringe benefits.

January 1: The employer may renew the contract for any year. If the employer does not provide written notice on or before January 31 of any year, the contract will be renewed for the period commencing January 1 of the following year.

Recall Notice: Extra help employees may be employed in the Grocery, deli and bakery departments. Extra help employees may be employed on a single shift basis.

Extra help employees (part-time)
ARTICLE 18: MANAGEMENT RIGHTS

Except as specifically set forth in this Agreement, and only to the extent of the clear limitations contained herein, the right to manage, control, staff and operate the business (including the right to deviate from the terms and conditions of this Agreement in an emergency) is vested solely and exclusively in the Employer.
United Food & Commercial Workers Union, District Local 663

Accepted for the Union:

[Signature]

Date: 6/28/21

By:

Christopher Super One Foods

Rexair Super One Foods

Mather's Incorporated d/b/a:

Company:

Accepted for the Employer:

[Signature]

Date: 11/5/2019

By:

Matthew Lueckel, President

This Agreement shall become effective and remain in full force and effect from December 9, 2018, up to December 4, 2021, and shall continue in full force and effect thereafter from year to year

ARTICLE 19 PERIOD AND TERM OF AGREEMENT
### Full-Time Grocery/Bakery/Deli

<table>
<thead>
<tr>
<th>Date</th>
<th>Position</th>
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<tbody>
<tr>
<td>12/19/19</td>
<td>Bakery Manager</td>
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<tr>
<td>12/18/19</td>
<td>Deli Manager</td>
</tr>
<tr>
<td>12/16/19</td>
<td>Head Cashier/Bookkeeper</td>
</tr>
<tr>
<td>12/16/19</td>
<td>Frozen Food/Deli Manager</td>
</tr>
<tr>
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<td>Produce Manager</td>
</tr>
<tr>
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<td>Assistant Manager</td>
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### Grocery/Bakery/Deli Departments

#### Over top scale

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<th>Rate</th>
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#### Wrappers

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### Apprentices

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### Meat Department

### Appendix A: Rates of Pay
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<tr>
<th>Time</th>
<th>Rate</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>5:00 to 5:30</td>
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<td>+ 25%</td>
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<tr>
<td>6:00 to 6:30</td>
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<tr>
<td>1:00 to 2:00</td>
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<td>+ 25%</td>
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<td>2:00 to 3:00</td>
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<td>55.93</td>
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<tr>
<td>4:00 to 5:00</td>
<td>59.99</td>
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Extra Help (Grocery, Bakery, Deli)

Effective 12/8/19 Rates shall be no less than 20 cents/hour over applicable minimum wage.

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Part-Time Grocery/Bakery/Deli

Effective 12/8/19 Rates shall be no less than 20 cents/hour over applicable minimum wage.
United Food and Commercial Workers Union, District Local Union 663

Matthew Wooten, President

By:

ACCEPŢED FOR THE UNION:

Whiter’s Incorporated

Boyd R. Harrison, HR Director

By:

ACCEPŢED FOR THE EMPLOYER:

Signed this _____ day of June, 2019.

Letter of Addendum

Article 1.2: Part-time employees will receive their regular rate of pay for

Article 1.3: When a Joint-employer refuses a head meat cutter for two (2) weeks or more

Article 4.3: Recess shall be suspended as it relates to stores under five (50)

The following clarifications:

Crosby Super One store the existing bargaining agreement shall be in full force and effect with

It is hereby agreed by and between UFCW Local 663 and Whiter’s Incorporated, that in the