

Labor Agreement

By and Between

Lunds Manufacturing

and

United Food and Commercial Workers Union

Local 653

April 3, 2018

to

April 5, 2021

Contract # 011079

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ARTICLE OF AGREEMENT - PREAMBLE

THIS AGREEMENT is made and entered into this April 4, 2016, by and between Lund Food Holdings, Inc., hereinafter referred to as the "Employer," and the United Food and Commercial Workers, Local Union 653, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests 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 1: UNION SECURITY

Section 1. **Recognition:** The Union is recognized as the sole and exclusive bargaining agent for all Lunds Manufacturing employees of the Employer located within the vicinity outlined below and covered under Article 5 of this Agreement.

The vicinity shall be defined to mean the areas as herein defined. Starting at the south end of the Mendota Bridge, continue the existing line to a point one mile east of Rosemount, then on a diagonal line south including the Section 14, then connecting to Highway 79 following south to Junction with Highway 86, then west along Highway 86 to where Highway 86 meets the southern border of Scott County, then west to include all New Prague, then continuing west along the south line of Scott County to the Minnesota River, then following the river northeasterly to the point where the west line of Carver County joins the Minnesota River, then north along an extension of this line to the south end of the west line of Hennepin County following the west Hennepin county line north to the Crow River, along the Crow River to the west Anoka County line, north to the southwest corner of St. Francis, east along the south St. Francis line to the Southeast corner north to the Anoka County line following the Anoka County line east, then south to the south line of Linwood Township, then west to the midpoint of the north line of Section 1 of Ham Lake Township from this point south to include approximately the west ½ of Sections 1, 12, 13, 24 (that portion west of Anoka County Road #17) and those portions of Sections 25 and 35 west of present location of Anoka County Road #17, then south into Blaine including all west of the present locations of Anoka County Road #17, to Highway 35W to Minnesota Highway #280, then following the Minneapolis City limits to the Mendota Bridge.

Section 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 to 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 a 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 3. Checkoff/Deductions

- a. The Employer agrees to deduct amounts equal to dues, initiation fees and assessments from the wages of all workers who sign a deduction authorization form. The Union's Secretary-Treasurer will certify the amounts. The Employer agrees to deduct amounts owed by workers who return from absences from work due to layoff, sickness, injury or other reason. The Union will notify the Employer in writing of past amounts that returning workers owe.
- b. The Employer further agrees to deduct such amounts at intervals that the Union designates in writing and to forward those amounts to the Union as soon as possible after the Employer deducts the amounts, but in no event later than 14 days after deduction. The Employer agrees to forward the amounts by a method the Union designates in writing.
- c. The Employer agrees that its obligations under this provision survive the expiration of this Agreement.

Section 4. ABC Political Contribution Deductions: 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 checkoff forms. The Employer agrees to deduct contributions from a worker's paychecks beginning the first payroll period after the Union provides the Employer with a spreadsheet of relevant information needed for deductions. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their checkoff authorization.

The Employer agrees to wire all contributions to the Union with 14 days of the date the Employer deducts the contributions. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the

names, addresses, occupations and contribution amounts for each contributing worker.

Section 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. 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 2: HOURS OF WORK - OVERTIME (SEVEN-DAY WEEK)

Section 1. The basic workweek for full-time employees excluding former Lead Persons as of (April 5, 2010), shall be forty (40) hours to be worked in any five (5) days Monday through Sunday. For all full-time employees hired or promoted after February 1, 2005, their basic work week will be forty (40) hours to be worked five days, Sunday through Saturday. The daily hours shall be consecutive except that each employee shall be given 30 minutes off for lunch each day except on the day before Christmas when employment ceases as provided in Article III herein. No employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. Any deviation shall be mutually agreed upon by the Union and the Employer. The Employer will have the ability to schedule a four (4) ten (10) hour day shift with two (2) days off in a row.

Section 2.

A. All work performed in excess of twelve (12) hours daily will be paid at one and one-half (1½) times the employee's regular straight-time wage rate. In addition no overtime will be paid to any employee working in excess of twelve (12) hours daily unless scheduled, mandatory or authorized.

B. All work performed in excess of forty (40) hours in a work week will be paid at one and one-half (1½) times the employee's regular straight-time wage rate. There shall be no pyramiding or duplicating of overtime or premium pay. All overtime hours will be rotated evenly among all full-time employees qualified to do the work.

Section 3. Full-time employees shall receive not less than four (4) hours of overtime work or pay if called to work on their sixth (6th) workday (or their fifth (5th) workday if working four (4) ten_(10) hour shifts). Their sixth (6th) workday is defined as the employee's scheduled day off. Work on the sixth (6th) day shall be voluntary. If there are insufficient volunteers, the Employer will schedule employees using inverse seniority within each job classification (former Lead personnel as of April 1, 2007, full-time and part-time).

Section 4. A thirty (30) minutes break period shall be provided on each shift. The company shall designate the time of said break so long as it occurs between three and one-half (3½) and five and one-half (5½) hours after the beginning of the shift. When mandatory overtime of two (2) hours is expected, an additional ten (10) minute break will be given prior to the beginning of said two (2) hours overtime work. When mandatory overtime of four (4) hours is expected, an additional ten (10) minute break will be given prior to the start of overtime hours three (3) and four (4), for a total of twenty (20) minutes of break for four (4) hours overtime work.

Section 5. A. Part-time employees except those working Saturday only, will be scheduled to work a minimum of fifteen (15) hours' employment each week, Monday through Sunday.

B. Part-time 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 6. Schedules for full-time employees will be posted by Friday noon for the following two (2) workweeks. Sunday schedule for full-time employees shall be posted two (2) weeks in advance. Schedules for part-time employees will be posted by Friday noon for the following workweek. Kitchen employees shall have the right to have their schedule temporarily changed to accommodate their personal needs, providing they give their Supervisor two (2) weeks' advance notice.

ARTICLE 3: HOLIDAYS

Section 1. It is agreed that work on the following holidays shall be voluntary: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If there are insufficient volunteers, the Employer may schedule employees using inverse seniority within each job classification (former Lead Personnel as of April 1, 2007, Full-time and Part-time). Regular full-time employees shall receive eight (8) hours of straight-time pay for each of the above listed holidays not worked (or ten (10) hours of straight-time pay if working four (4) ten (10) hour shifts). In a week in which the holiday occurs, the workweek will be thirty-two (32) hours. Regular 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.

Section 2. Part-time employees who are employed regularly each week shall after ninety (90) days from their date of employment, be paid holiday pay in accordance with the provisions outlined below.

All part-time employees who are regularly scheduled to work anytime from Monday through Saturday shall receive four (4) hours at their regular rate of pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday pay for all hours worked on New Year's Day, Thanksgiving Day and Christmas shall be paid at time and one-half (1½) and Holiday pay for all hours worked on Memorial Day, Independence Day and Labor Day shall be paid at straight time. 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 as outlined in Section 3.4 below, except that the employee shall have one (1) year from the holiday worked to select the floating holiday.

Section 3. **Holiday Qualification:** Employees shall receive holiday pay only if they have worked the scheduled full day preceding and scheduled full day following the holiday. Employees on sick leave, leave of absence for any reason or layoff shall not receive holiday pay. Any employee who is scheduled to work on a holiday but fails to do so shall forfeit any holiday pay.

Section 4. In addition to the calendar holidays set forth in Section 3.1 and Section 3.2, all Lunds Manufacturing employees who are scheduled to work anytime Monday through Saturday 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.

Basis of payment for the above holidays is to be eight (8) hours straight-time pay for full-time employees (or ten (10) hours of straight-time pay if working four (4) ten (10) hour shifts) and four (4) hours straight-time pay for part-time employees.

Regular full-time and part-time employees by mutual agreement shall have the option to request any of the above three (3) listed holidays as a day's pay when the employee is sick from work.

ARTICLE 4: VACATIONS

Section 1. Regular full-time and part-time employees in the continuous employ of the Employer shall receive one (1) week 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 weeks' vacation after twenty (20) years of service with the same qualifications as stated herein.

Section 2. Part-time employees, upon completion of their anniversary year who have worked a minimum of six (6) months and one thousand forty (1,040) 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 1 of this Article. Part-time employees upon completion of their anniversary year who have worked less than one thousand forty (1,040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight-time rate of pay at the time of taking vacation on the basis of one (1) week vacation after one (1) year of service, two (2) weeks' vacation after two (2) years of service and three (3) weeks' vacation after eight (8) years of service.

Section 3. Full-time employees shall qualify for a vacation after working one thousand six hundred (1,600) hours or more during their anniversary year. If they work less than one thousand six hundred (1,600) 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 will receive vacation payments based upon the reduced workweek in effect at the time the vacation is taken.

Section 4. Vacations and holidays shall be considered as time worked for the purpose of vacation.

Section 5. If a holiday falls during an employee's vacation, he/she will receive an extra day of vacation or the equivalent in pay.

Section 6. An employee's vacation will be paid based on the employee's average hours paid in the preceding calendar year at the current rate. Any employee who has been paid for sixteen hundred (1,600) hours or more during the preceding calendar year shall receive a minimum of forty (40) hours of vacation pay for each week of vacation for which he/she qualifies, except as set forth in Section 3 above.

Section 7. All State and Federal tax deductions made on vacation checks shall be computed on an individual week's basis.

Section 8. Vacation schedules shall be posted by January 1 and employees shall select vacations on the basis of seniority by classification (Leads, Process Helper, Operator) by February 15 of each year. The approved vacation schedule shall be posted by March 16 of each year for the following twelve (12) month period to March 16. Vacations selected after February 15 will be on a first-come/first-served basis.

Section 9. All employees will have the ability to take all vacation one day at a time. These days shall be taken on mutually agreeable days between Employee and Employer, providing they give management two (2) week's advance notice.

ARTICLE 5: WAGES

Section 1. The minimum rates of pay of the various classifications covered by this Agreement shall be outlined in APPENDIX "A" attached hereto and made a part of this Agreement. Length of service shall be computed as that served by the employee with the undersigned company. Any full-time employee who has been absent for a period in excess of five (5) years shall return as a new hired employee. Newly promoted full-time employees shall start at the beginning progression for full-time and advance from that point.

Section 2. A full-time employee is defined as an employee who works thirty-two (32) hours or more per week, or thirty (30) hours per week for those working four (4) ten (10) hour shifts.

Section 3. A part-time employee is defined as an employee who works less than thirty (30) hours (exclusive of Sunday hours worked) per week.

Section 4. Employee's check stub shall show all deductions.

ARTICLE 6: DISCHARGE

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency and use of illegal or non-prescribed control substance (s), (drugs) will be considered as causes for dismissal.

ARTICLE 7: SHOP STEWARDS

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

ARTICLE 8: 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 9: BEREAVEMENT

All full-time and part-time employees on the seniority list shall be entitled to up to a maximum of two (2) days of leave with pay, in the event of a death of a brother, sister, mother-in-law, father-in-law, or non-dependent child, and one (1) day of leave with pay in the event of a death of a brother-in-law, sister-in-law or grandparent.

Such employees shall be entitled up to a maximum of four (4) days of leave with pay in the event of a death of a spouse, parent, child or stepchild.

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

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

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

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day, or ten (10) hours for those working four (4) ten (10) hour shifts.

Attendance at funeral required to be eligible for bereavement pay.

Bereavement leave shall apply equally to domestic partners. The term domestic partner is defined to mean a person who:

- a. is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and
- b. resides with the domestic partner in the same principle residence and intends to do so permanently; and
- c. is at least eighteen (18) years of age and unmarried; and
- d. is not a blood relative of the other domestic partner; and
- e. has been in a relationship for one (1) year prior to the date on which the person seeks benefits.

ARTICLE 10: JURY DUTY

The Employer shall grant to regular full-time employees who are required to serve on a 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. 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, they are to report to their kitchen for work.

ARTICLE 11: LEAVES OF ABSENCE

This language applies to Section 1, Section 3, and Section 4.

A request for Family Medical Leave, Military leave, and personal leave should be made to your supervisor and the 3rd party administrator. The 3rd party administrator will assist with paperwork, determination for approved leave, and follow-up required when returning from leave.

Section 1. Family and Medical Leave Act: The Family and Medical Leave Act of 1993 is a United States Labor Law requiring covered employers to provide employees with job protected and unpaid leave for qualified medical and family reasons.

Section 2. Personal Leave: The Employer may grant a personal 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 same. Employee's failure to return to work immediately at the end of a leave of absence shall result in loss of employment. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Employees may be required to use all vacation on a personal leave.

Section 3. Union Leave: An employee with a least one (1) year of seniority, who is elected or appointed to a full-time Union office shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year.

Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union.

Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies), stating the starting and ending time for such leave.

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

Section 4. 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 guidelines. 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 5. 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 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.

Section 6. **Victim, Witness, and Domestic Abuse Leave:** An Employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off.

An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off.

Employees who are victims of domestic abuse will be provide with reasonable time off from work to obtain or attempt to obtain a restraining order or protective order and may use paid time off.

When it is practical to do so without placing the employee or any member of the employee's family in danger, the employee should provide the Employer with forty-eight (48) hours' notice of the need for these types of leave. The Employer may require verification of the need for these types of leave.

Section 7. **Return from Leave:** Employees on vacation or leave of absence will be permitted to return to the kitchen where they were employed immediately prior to the leave of absence. 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 8. Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

Section 9. Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.

ARTICLE 12: UNION ACCESS / 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/herself that the terms of the contract are being complied with. It is understood, however, that the

business representatives will make their presence known to the facility manager or their representatives.

The Employer agrees that union representatives or stewards may take workers off of the production floor to discuss the benefits of this Agreement, union membership, or any other matter related to the worker's employment, for a reasonable period of time not to exceed 15 minutes.

The Employer shall provide the Union with biweekly new hire reports (to include name, store, department, classification, and wage rate).

ARTICLE 13: NON-DISCRIMINATION CLAUSE

The Employer agrees that it will not discriminate against or treat any worker differently because of Union membership, support or activity; race; creed; national origin; ancestry; color; sex; gender, gender identity or expression; sexual orientation; age; religion; disability; pregnancy; physical or mental health condition; status with regard to public assistance; marital status; veteran status; membership or activity in a local commission; or criminal record after employment.

The Employer agrees to hiring and employment practices that promote diversity and equity by recruiting and retaining a diverse staff.

ARTICLE 14: SENIORITY

Section 1. The parties fully understand the purpose of seniority and agree to conform to its intent in this Agreement regarding the various sections to which it applies and is so stated, including preferences with regard to layoffs, recalls and vacation selection.

Section 2. In the case of a reduction in the work force, ability being equal seniority shall prevail among employees. The last hired shall be the first laid off in each classification. Twenty-five percent (25%) of the Process Operators and/or Process Helpers classification may be reduced because of lack of work for a maximum of two (2) weeks.

Section 3. At six (6) months intervals thereafter, the Employer shall provide the Union with additions and deletions to the company-wide seniority list, including the date of hire.

Section 4. Seniority shall be broken if an employee is discharged; if an employee quits; fails to return from any leave of absence; fails to return to work within six (6) days after notice of recall from layoff by registered letter to their last known address; or absence from the job for any reason other than sickness or injury for a period in excess of one (1) year.

It is the responsibility of the employee to keep the Employer informed of his/her correct address.

- Section 5.** Seniority shall be separate between former lead personnel as of April 5, 2010, Full-time employees and part-time employees.
- Section 6.** Former lead personnel as of April 5, 2010, shall have super seniority.
- Section 7.** Part-time employees desiring full-time employment shall make their desire known to the company in writing.
- Section 8.** It is the intention of the parties that the number of part-time employees shall not exceed two (2) part-time employees to one (1) full-time employee.

When a full-time job becomes available, the company shall (before hiring a new employee from the outside) give consideration to the part-time employees who have previously submitted in writing their desires for full-time employment. To be valid the letters must be re-filed after the effective date of each contract.

Where ability is equal, the most senior part-time employee who is fully qualified to perform the work available shall be given a trial period for full-time employment. The trial period shall not exceed more than thirty (30) calendar days and part-time employees employed as full-time employees for more than thirty (30) calendar days shall be considered as full-time employees.

- Section 9.** The Employer shall have the right to have one (1) nonunion person per shift to perform work in the case of training, behind in production, etc. This is not intended to be utilized for full shifts.

ARTICLE 15: RETIREMENT – 401(k)

Employer Contribution Schedule

Full-time employees, except as noted below:

\$1.65 per hour up to forty (40) paid hours per week

Full-time employees with at least twenty-five (25) years but less than thirty (30) years of credited service:

\$2.05 per hour up to forty (40) paid hours per week until age sixty-two (62) or until thirty (30) and out is removed, then \$1.65

Part-time employees:

\$.55 per hour up to 39.75 paid hours per week

ARTICLE 16: GRIEVANCE PROCEDURE

- Section 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 days after the date of the alleged violation. The applicable wage rates means the minimum contract wage rates, overtime rates, and rates for vacation, holiday, jury pay and bereavement pay.
- Section 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 Mediation. The Bureau of Mediation, State Of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrators 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 3.** The expense of the arbitrator shall be divided equally between the employer and the Union.
- Section 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 the case of failure to abide by an arbitration award.
- Section 5.** Failure to comply with the time limit 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 satisfactory resolved, either party may request mediation within the next ten (10) days period and request a Panel from the Bureau of Mediation, State of Minnesota.
 3. The mediation hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such a hearing or unless the arbitrator is not available within such period.
- Section 6.** A grievance as above defined may be submitted by an employee, the Union, or the Employer.

ARTICLE 17: UNION MARKET CARD

The Employer agrees to display in a conspicuous place the Union Shop Card of the United Food and Commercial Workers Union, which is the property of the Union at all times and may not be sold, and may be withdrawn by the President of the Union or his deputy from any location for violation of this Agreement.

ARTICLE 18: LINENS, DRY CLEANING, TOOLS

Uniforms, when required by the company, will be furnished by the company at no cost to the employee. Professional laundry services, where required, will be furnished by the company at no cost to the employee. Employees are responsible for reimbursing the employer for the cost of uniforms that are damaged beyond normal wear and tear, destroyed, lost or not returned upon leaving the company. Such costs will be withheld from employees' pay. Footwear is the responsibility of the employee and must comply with company safety and sanitation specifications.

ARTICLE 19: 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.

ARTICLE 20: INJURY ON THE JOB

Section 1. 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) hours 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.

Section 2. A drug and/or alcohol test will be conducted on all employees that are involved in accidents occurring during work time or on the Employer's property. Covered accidents include accidents that the employee caused or contributed to that involved:

1. Personal injury to employees or others which necessitates first aid and/or medical attention and/or;
2. Substantial damage to the Employer's property which may necessitate first aid and/or medical attention to employees or others.

Employees are expected to make themselves available for Employer paid post-accident testing. Time spent in drug testing shall be paid at the employees regular straight time rate of pay. Any employee who fails to report any work related accident may be subject to disciplinary action up to and including termination. Under certain state laws, employees testing positive may be ineligible for workers' compensation benefits.

ARTICLE 21: HEALTH AND WELFARE

Section 1. The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours, (full-time) exclusive of hours worked on holidays, except for floating and banked holidays or thirty (30) hours in the case of a four (4) ten (10) hour employee. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee working less than thirty-two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

The Employer agrees to pay contributions into the same Health and Welfare fund on behalf of its full-time employees hired or promoted after April 6, 2014. In the case of such employees, hours worked on Sundays (but not holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.

Section 2. The schedule of contributions is as follows:

	Effective <u>04/03/18</u>	Effective <u>04/02/19</u>	Effective <u>04/07/20</u>
Employer's Cost Weekly	\$237.20	\$254.48	\$273.26
FT Employee's Cost Weekly	\$20.00	\$20.00	\$20.00
PT Employee's Cost Weekly	\$5.00	\$7.50	\$10.00

Section 3. Effective May 4, 1980, the Employer agrees to make the Health and Welfare contributions for full-time employees only who work thirty (30) or more hours during the week.

Employer will collect the employee contributions which will offset the Employer contributions.

Employer will implement a pre-tax plan for employees' contributions.

Section 4. The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendment thereto.

Section 5. 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.

ARTICLE 22: 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 provision invalidation, the Employer and the Union agree to meet within ten (10) days of each determination and attempt to negotiate a valid provision reflecting the intent of the parties and to reach an agreement concerning such provision within thirty (30) days. The time limit provided herein may be extended by mutual consent of both parties.

ARTICLE 23: JOB POSTING

When a full-time job, which the company intends to fill, becomes available, the company shall post the position for a period of five (5) business days. The posting process has no application to transfers, which are at the discretion of the employer. When a job posting occurs, the company, before hiring a new employee from the outside, shall give consideration first to full-time employees and then to part-time employees who have applied for the position.

Where ability is equal, the most senior full-time employee or most senior part-time employee if there are no full-time employees applying for the position, who is fully qualified to perform the work and has demonstrated satisfactory performance in their current assignment, shall be awarded the position. Once a position has been accepted, the employee must qualify within thirty (30) days of being placed in the new position, otherwise they shall be moved to an available open position at the rate of pay that coincides with the position.

ARTICLE 24: ELECTRONIC SCHEDULE REQUEST

The Employer shall supply to the Union an electronic copy of work schedules biweekly. Entire weekly schedules for all associates and departments shall be provided in Excel spreadsheets and emailed as attachments to the Union.

ARTICLE 25: UNION REPRESENTATIVE ATTENDANCE DURING DISCIPLINE

The Employer agrees that in case of suspension or termination of an Employee, a Union Representative will be present.

Employees shall be allowed to include their own written accounts and rebuttals to all Employer-generated documents in employees' personnel files.

Employees shall be paid for scheduled time lost during investigatory suspensions.

ARTICLE 26: RESPECT AND DIGNITY IN THE WORKPLACE

The Employer agrees that workers are the Employer's most valuable resource. The Employer therefore agrees that when dealing with workers, its managers and supervisors will use a Lunds & Byerlys core values approach and consciously respect workers.

ARTICLE 27: TERM OF AGREEMENT

This Agreement shall supersede all previous Agreements either oral or written, and shall be in effect as of April 3, 2018, and continue in full force and effect until 12:01 a.m., April 5, 2021, and thereafter unless a written notice to be given by either party sixty (60) days prior to April 5, 2021, or the annual work schedules or seniority shall become effective the first of the week following date of acceptance.

Signed this 1st day of may, 2018.

Accepted For the Employer:

By: Pam Osborn
Pam Osborn, Chief Financial Officer

05/01/2018
Date

Accepted for the Union:

United Food & Commercial Workers Union, District Local 653

By: Paul Crandall
Paul Crandall, Secretary-Treasurer

5-1-18
Date

Appendix "A" - Wages
Minimum Kitchen Commissary Rates

Employees who are over scale will receive a \$.60 per hour increase effective April 3, 2018, a \$.35 per hour increase effective April 1, 2019, and a \$.35 per hour increase effective April 6, 2020.

Leads will receive a \$.60 per hour increase effective April 3, 2018, a \$.40 per hour increase effective April 1, 2019, and a \$.40 per hour increase effective April 6, 2020.

Part-time employees will receive a \$.30 per hour increase effective April 3, 2018, a \$.20 per hour increase effective April 1, 2019, and a \$.20 per hour increase effective April 6, 2020.

Helper / Utility	Effective per hour	Effective per hour	Effective per hour
<u>Service</u>	<u>04/03/18</u>	<u>04/01/19</u>	<u>04/06/20</u>
Year 1	\$.60	\$12.50	\$12.50
Year 2	.60	12.90	12.90
Year 3	.60	13.30	13.30
Year 4	.60	13.70	13.70
Year 5	.60	14.10	14.10
Year 6	.60	14.50	14.50
Over rate	.60	.35	.35

Operator / Sanitation	Effective per hour	Effective per hour	Effective per hour
<u>Service</u>	<u>04/03/18</u>	<u>04/01/19</u>	<u>04/06/20</u>
Year 1	\$.60	\$14.00	\$14.00
Year 2	.60	14.40	14.40
Year 3	.60	14.80	14.80
Year 4	.60	15.20	15.20
Year 5	.60	15.60	15.60
Year 6	.60	16.00	16.00
Over rate	.60	.35	.35

Lead	Effective per hour	Effective per hour	Effective per hour
<u>Service</u>	<u>04/03/18</u>	<u>04/01/19</u>	<u>04/06/20</u>
	\$.60	\$.40	\$.40

Part-time	Effective per hour	Effective per hour	Effective per hour
<u>Service</u>	<u>04/03/18</u>	<u>04/01/19</u>	<u>04/06/20</u>
	\$.30	\$.20	\$.20

Sunday will be voluntary for employees and Sunday will be outside the basic workweek for those employees hired before February 1, 2005. If there are insufficient volunteers, the Employer may schedule employees using inverse seniority within each job classification (Lead personnel, Full-time and Part-time). Employees working Easter Sunday shall have the option to elect to postpone their hours worked on Easter Sunday in exchange for a floating holiday as outlined in Section 3.4 of this Agreement. Pay for Easter Sunday will be time and one-half (1½) for all hours worked. Rates of pay for full-time employees hired before February 1, 2005 for Sunday work will be one and one-half (1½) times the employee's regular straight time rate of pay. Rates of pay for part-time employees hired before February 1, 2005 for Sunday work will be their regular straight time rate of pay plus \$0.50 (fifty cents) per hour. Sunday work shall apply to the accumulated hours of each part-time employee for the purpose of wage progression. Sunday shall apply toward vacation benefits for all employees.

Sanitation employees working the majority of their hours between 11:00 p.m. and 5:00 a.m. shall receive a \$1.00 per hour night premium for all hours worked that shift.