MARCH 4, 2018 – MARCH 6, 2021

INCUBRTIENS

AGREEMENT WITH

LOCAL 663 COMMERCIAL WORKERS UNION

UNITED FOOD AND
Monday - Friday
Office Hours: 8:00 a.m. - 5:00 p.m.

WWW.665 ebensteins.com
PHONE: (652) 654-0796 or 1-800-656-6373
Bloomington, Minnesota 55425
3001 Metro Drive, Suite 600
Wilson-McShane Corporation

(Pension, Health & Welfare (including Optica, Dental and Prescription)

Monday - Friday
Office Hours: 8:00 a.m. - 4:00 p.m.

WWW.4necw663.org
PHONE: (763) 255-1500 or 1-800-292-4105
Minneapolis, MN 55430
6160 Summit Dr, Ste 600

DISTRICT LOCAL 663
UNITED FOOD AND COMMERCIAL WORKERS UNION

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Secretary/Treasurer Paul Cundiff

President Matt Utech
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including all west of the present location of Anoka County Road #17, to Highway 35W to
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and covered under Article 5 of this Agreement.

Section 1. Recognition: The Union is recognized as the sole and exclusive bargaining agent

Article 1: Union Security

The Employer and the Union therefore agree that when dealing with workers, the Employer's
The Employer and the Union therefore agree that when dealing with workers, the Employer's

managers and supervisors will consciously respect workers.
managers and supervisors will consciously respect workers.

The Union and the Employer agree that the Employer's most valuable resource:
The Union and the Employer agree that the Employer's most valuable resource:

rates of pay, hours of work, and conditions of employment.
rates of pay, hours of work, and conditions of employment.

The Employer and the Union therefore agree to the extent that the Union, its representatives, and the Employer are unable to reach agreement, to submit the following issues to binding arbitration:
The Employer and the Union therefore agree to the extent that the Union, its representatives, and the Employer are unable to reach agreement, to submit the following issues to binding arbitration:

Victory Heritage referred to as the "Union",
Victory Heritage referred to as the "Union",

and Food Handlers Division of District Local 663, Section A, United Food and Commercial Workers Union, District Local
and Food Handlers Division of District Local 663, Section A, United Food and Commercial Workers Union, District Local

The Employer referred to as the "Employer," is hereby,
The Employer referred to as the "Employer," is hereby,

This Agreement is made and entered into this 4th day of March, 2018, by and between
This Agreement is made and entered into this 4th day of March, 2018, by and between

Preamble

United Food and Commercial Workers Union District Local 663

Articles of Agreement
check-off forms required by the worker. The Employer will cease deducting contributions from those
workers whose check-off forms is signed by the worker. The Employer will begin deducting the
first payroll period after the Union provides the Employer with a
signed check-off form. The Employer agrees to deduct contributions from all
members of the Union.}

The Employer agrees to deduct contributions to the United Food and Commercial Workers
from the weekly paychecks of those employees. The check-off forms are to be signed by the
worker and returned to the Employer within ten (10) days of the first paycheck after the form is
provided to the worker. The Employer will deduct contributions from all
members of the Union.

Section 1.2: Check-Off

The Employer agrees to deduct Union initiation fees, dues and
periodic bargaining unit work.

"Good Steward" is interpreted to mean the payment or refund of initiation fees.

Section 1.2: Union Shop

All present employees who are 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 and all employees who are present employees
and all employees who are 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
members of the Local.
Section 2.3: Except as provided in Article 2, Section 2.1, the basic workweek for full-time employees working in excess of nine (9) hours per day or eleven (11) hours per day, or twelve (12) or more, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked, unless authorized by the employer for overtime at eight (8) hours or less per day.

Any employee working in excess of nine (9) hours per day, or eleven (11) hours per day, or twelve (12) or more, shall also be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked, unless authorized by the employer.

For preference time as hereinafter provided in Section 2.11 of this Article, any premium time paid for time worked beyond 5:00 a.m. and after midnight in addition to any premium time paid for all hours worked, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked. There shall be no premium time paid for all hours worked.

Section 2.11: Except as provided in Article 2, Section 2.1, the basic workweek for full-time employees working in excess of nine (9) hours per day, or eleven (11) hours per day, or twelve (12) or more, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked, unless authorized by the employer.

For preference time as hereinafter provided in Section 2.11 of this Article, any premium time paid for time worked beyond 5:00 a.m. and after midnight in addition to any premium time paid for all hours worked, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked.

Any employee working in excess of nine (9) hours per day, or eleven (11) hours per day, or twelve (12) or more, shall also be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked, unless authorized by the employer.
for less hours, any such approved written request shall remain valid for six (6) months, at which

the prescribed rate when scheduled or called to work.

(6b) Workdays

the minimum hours expressed in paragraphs (a), (b) and/or (c) above shall not apply.

(6c) Monday through Sunday.

and a maximum of twenty-eight (28) hours of employment each week in no more than six (6) days

work of pay at one and one-half (1½) times their regular rate of pay if called to work on their shift

work or pay or on Sunday. Time of employment shall be scheduled to work a minimum of fifteen (15) hours

which they are paid but have not worked.

and a maximum of thirty-six (36) hours per week including Sundays.

(6d) Regular part-time employees will be scheduled to work a minimum of fifteen (15) hours,

Group 3 part-time employees will be scheduled to work a minimum of seven (7) days

hours per week excluding Sundays.

(6e) Workdays.

Regular part-time employees will be scheduled or called to work on their shift.

(6f) The prescribed rate when scheduled or called to work.

Part-time, Counter, and Custodial employees will be paid a minimum of four (4) hours at

the employee's fixed or regular pay rate for any

hours of employment on any one day. The six (6) hours referred to in this section shall not apply

employee is from the same store.

Section 2.4: Overtime hours will be imposed between all departments. In addition, another

his/her workweek that he/she does not desire to work on that day.

the six (6h) workdays. The six (6h) workdays are: the six (6h) workdays.
electronic copies of schedules to the Union.

(a) Currently the company does not use an HRIS, which enables delivery of an electronic notice. Accommodating these personal needs, providing they give management two (2) weeks advance notice, part-time employees shall have the right to have their schedules temporarily changed to accommodate their personal needs, providing they give management two (2) weeks advance notice. The Employer will make an effort to provide consistent scheduling for all part-time employees.

(b) Sundry schedules for all full-time employees will be posted in each store by Friday noon for the following two (2) weeks in advance.

Section 2.10: Sundry schedules for all full-time employees will be posted in each store by Friday noon for the following two (2) weeks.

Section 2.9: All full-time and part-time employees who have worked a complete shift shall be given a minimum of eight (8) hours break before their next work shift.

Section 2.8: Night stock crews who are employed eight (8) or ten (10) hours per night, while the store is closed to customers, shall be paid a one-half (1/2) hour lunch period in lieu of their two (2) fifteen (15) minute rest periods.

Section 2.7: All employees shall receive a paid rest period of fifteen (15) minutes for any three (3) consecutive on-duty hours.

Section 2.6: Courtesy Employees: The Employer will make every effort to schedule employees in a manner so as to provide an equal opportunity for all employees to work competitive work, under such an approved written request. Such request must be submitted by the employee for the Employer's approval. All time a new written request must be submitted by the employee for the Employer's approval.
Twenty-five percent (25%) of employees on the four (4)–ten (10) hour day workweek schedule, 

will be no part of determining, on the five (5)–ten (10) hour day workweek schedule. Employees will receive overtime pay for 

any employee working in excess of ten (10) hours per day for any employee working in excess of ten (10) hours per day for forty (40) hours per week shall 

receive scheduled for the (5)–ten (10) hour day workweek. Employees will receive holiday pay for 

scheduled to be on duty on the five (5)–ten (10) hour day workweek schedule may be 

rescheduled for the five (5)–ten (10) hour day workweek schedule. Employees will receive holiday pay for 

During holiday weeks an employee on a four (4)–ten (10) hour day workweek may be 

rescheduled for the five (5)–ten (10) hour day workweek schedule. Employees will receive holiday pay for 

the Employer shall use reasonable and fair judgment in determining in developing four (4)–ten (10) hour day workweek schedule options. 

The Employer shall select a four (4)–ten (10) hour day workweek schedule option. 

any four (4) days, Monday through Friday, to be worked in 

develop such a work schedule. The basic work schedule shall be forty (40) hours to be worked in 

Section 2.11 Four (4)–ten (10) Hour Workweek Option. Full-time employees of the store
the ten (10) hour holiday pay for the employee must be on the fourth (4)–tenth (10) hour of the workweek. In order to receive holiday pay, the employee must be working the workweek in which the holiday falls and shall be paid ten (10) hours of straight time for the holiday. Employees working the forty (40) hour workweek shall work thirty-five (35) hours in exchange for a half-time employee works on these holidays, it will not be considered as working ten (10) hour week.

New Year’s Day, Memorial Day, Independence Day and Labor Day: Holidays shall be paid at straight time for all hours worked up to eight (8) hours or ten (10) hours if on the fourth (4)–tenth (10) hour of the workweek.

Section 3: Holidays

In the workweek in which a holiday occurs, the basic workweek shall be thirty-two (32) hours for employees working the forty (40) hour workweek. Employees working the forty (40) hour days, if it is agreed that all hours shall be paid.

Employees working the forty (40) hour days, if it is agreed that all hours shall be paid on the following holidays:

- Christmas Day
- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Section 3: Except as provided in Article 3, Section 3:1, it is agreed that no clerk shall be

Section 1: Notwithstanding any other provision of these Articles of Agreement, no employee

Section 2:1: A full-time employee may be reduced to a thirty-two (32) hour workweek only

Section 2:5: No reduction for senior employees being accorded the first choice

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

Requests for reduction are made when ten can be donated, then the requests shall be granted on the basis of seniority with the most senior employee being accorded the first choice.

Employees: Any such request must be approved by both the Employer and the Union.
Regular straight-time rate of pay:

(a) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(b) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(c) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(d) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(e) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(f) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(g) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(h) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(i) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(j) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(k) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(l) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(m) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(n) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(o) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(p) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(q) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(r) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(s) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(t) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(u) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(v) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(w) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(x) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(y) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

(z) Employees having ten (10) years or more of service or less shall receive four (4) hours pay at their

Section 3.2: Regular full-time employees and retail specialists employees shall receive eight

Signs providing the Union a copy of the signed posting.

Thanksgiving: Employees who desire may operate their stores on this Holiday.

Store a copy of the signed posting.

Easter: Easter is not a holiday for purposes of this article nor the rest of this agreement.

Christmas Day: All stores shall be closed. It is further agreed that all stores shall

In which the holiday occurs.
Section 4.1: Regular Full-Time, Part-Time, Custodial Employees, and Courtersy Employees in the continuous employ of the Employer (excluding Group 3 part-time employees) shall receive

Article 4: Vacations

Regular straight time rate of pay.

Vacation: Regular straight time rate of pay for

who have completed ten (10) years of service or more shall receive six (6) hours pay at their service shall receive their regular straight time rate of pay, while those employees having less than ten (10) years of service shall receive their regular straight time rate of pay for a regular full-time employee for [4]-[10] hour work week. For regular full-time employees who have completed ten (10) hours straight time pay if on the fourth (4) day of the fourth (4) week of the month.

The first preference:

Tuesday or another mutually agreed day of the week shall be the preference. The most senior employee in the store shall have the preference.

Regular full-time employees shall receive a Monday off which shall be followed by a scheduled

may be taken by the employee on the Saturday prior to a vacation week.

be taken on mutually agreed date between Employer and Employee. The taking of the

Floating holidays are to be taken during the following anniversary year. Floating holidays shall

employees anniversary date of each year.

Holidays through Friday will receive those (2) additional floating holidays earned on the

Food Handler, Group 3, Custodesy and Custodial employees who are scheduled to work anytime

Section 4.2: In addition to the calendar holidays set forth in Section 4.1, and Section 3.2, all

These requirements, unless otherwise notified, will not be eligible for holiday pay.

the Employer of unless absenl due to proven illness or injury. If the employee does not meet the Employer's request, the employee must work his/her scheduled workday before the holiday and his/her scheduled workday after the holiday unless excused by

in the week in which the holiday occurs, or in the week before the week in which the holiday occurs, in the week in which the holiday occurs, in the week in which the holiday occurs, or in the week before the holiday occurs. The employee must have worked one of the following:

in addition to the above qualifications, employees must have worked one of the following:

Group 3, Custodesy and Custodial employees will be eligible after they have completed one (1)

they are a full-time employee as of the date the holiday(s) occur. New the part-time (excluing

Section 3.3: Holiday Qualifications: Full-time employees will be eligible for holiday pay if

and wage progressions.

completing ten (10) years of service or more. All hours paid at their regular straight time rate of pay after
Part-time employees (excluding Custodial and Group 3 part-time employees) upon completion of their anniversary year who have worked less than one thousand forty (1,400) 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 first (1st) day of the month in which their anniversary year begins. The pro-rated vacation shall be no less than one week (40 hours) of vacation per anniversary year.

Section 4.1: All part-time employees (excluding Custodial and Group 3 part-time employees) upon completion of their anniversary year who have worked any hour of the second (2nd) year of service and three (3) weeks of vacation per 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 first (1) day of the month in which their anniversary year begins. The pro-rated vacation shall be no less than one week (40 hours) of vacation per anniversary year.

Section 4.2: Full-time employees shall qualify for a vacation after working one thousand six hundred sixty (1,660) hours.

Section 4.3: All employees will receive a minimum of six (6) months and one thousand forty (1,400) hours of vacation per anniversary year. If they work less than one thousand four hundred sixty (1,460) hours of vacation per anniversary year, they will receive one-fifth of one week (1/5th) of a full vacation per anniversary year.
less than thirty-two (32) hours per week.

Section 5: Part-time Employees (other than Group 3 and Retail Specialties Employees) who work fifty-six to ninety-six (96) hours or more in a three (3) week consecutive period (excluding Sundays)

Section 5: A part-time employee (excluding Group 3) is defined as an employee who works in average of less than thirty-two (32) hours per week exclusive of Sunday and holiday hours.

Article 5: Wages

Section 4.6: Vacation schedules in each store shall be posted by January 1st of each year. The approved vacation schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period.

Section 4: All State and Federal tax deductions made on vacation checks shall be computed on an individual week's basis.

Section 4.4: A full week's vacation and vacation pay shall be considered as hours worked for purposes of determining weeks of vacation after three (3) years of service (Group 3 - part time: One (1) week of vacation after one (1) year of service and two (2) years of service).
production work in the meat department.

The employer will utilize all employees first to do the above
products to be cut to retail cuts. The employer will utilize all employees first to do the above
knife or other tools of the trade) through and including the boning and preparing of these
department products including fish (whether by use of saw, griddle, oven, lardener, slicer,
department products including fish (whether by use of saw, griddle, oven, lardener, slicer,
the initial reduction of primal, sub-primal and supplementary cuts of all fresh or frozen meet
department (excluding pharmacy) of the store including all production work commencing with
department (excluding pharmacy) of the store including all production work commencing with

(a) Full-time Employees: These employees job duties shall include all work in all

Section 5.8: Making Transfer Decisions.

Discipline. The employer shall take into account the circumstances of the affected employee in
disciplinary actions arising in the business. No employee will be transferred as a result of any
employee-initiated transfer. Transfers may occur without notice as a result of an
employee-initiated transfer. Transfers may occur without notice as a result of an
All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an
All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an

considered as time worked and mileage will also be paid.

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

specified by the Internal Revenue Service as the "standard mileage rate."

"specified by the Internal Revenue Service as the "standard mileage rate."

Section 5.7: When employees are required to travel from one store to another in any one (1)

General Conditions

The employer will print out a pay and direct deposit information for the employee.

Section 5.6: Employees' checks shall show all deductions, if requested by the employee.

Section 5.5: When a full-time employee receives a department head's deduction during a one (1) week

Section 5.4: If it is agreed that the scale of wages herein contained is the minimum scale only and

Section 5.4: If it is agreed that the scale of wages herein contained is the minimum scale only and
(c) Courtyard and Custodial employees may also perform maintenance and cleaning in all

(b) Cleaning of all windows located on the outside walls of the store.

(a) Maintaining floors in the entire groceray area and cleaning the entire rest rooms.

Section 5:05. Duties of Courtyard and Custodial employees. In addition to bagging and carrying
the temperatures in the meat cutting rooms.

Section 5:10. The employee will comply with any local state or federal regulations relative to

the approval, inspection, and segregation of meat, though that employee is not responsible for trimming the meat.

(c) The employee may also perform maintenance and cleaning in accordance with procedures outlined in this section.

(b) Part-time Employees: These employees are permitted to perform any work except

for those duties expressly reserved for the journeyman or skilled.

(a) Part-time Employees: These employees will receive their same rate of pay regardless of temporarily assigned job duties.

(b) The employer may have up to one half-time Part-time employee trainee per store.

(c) The employer may receive their same rate of pay regardless of temporarily assigned job duties.

Outside of the employee's normal department.

(d) After successful completion of the twelve (12) month training period, the employer may

revert the employee's normal department.

(e) Employees will receive their same rate of pay regardless of temporarily assigned job duties.

(f) Part-time Employees: These employees will receive their same rate of pay regardless of temporarily assigned job duties.

(g) The employer may have up to one half-time Part-time employee trainee per store.

(h) The employer may receive their same rate of pay regardless of temporarily assigned job duties.

(i) Employees will receive their same rate of pay regardless of temporarily assigned job duties.

(j) Part-time Employees: These employees will receive their same rate of pay regardless of temporarily assigned job duties.

(k) The employer may have up to one half-time Part-time employee trainee per store.

(l) The employer may receive their same rate of pay regardless of temporarily assigned job duties.

(m) Employees will receive their same rate of pay regardless of temporarily assigned job duties.

(n) Part-time Employees: These employees will receive their same rate of pay regardless of temporarily assigned job duties.

(o) The employer may have up to one half-time Part-time employee trainee per store.

(p) The employer may receive their same rate of pay regardless of temporarily assigned job duties.

(q) Employees will receive their same rate of pay regardless of temporarily assigned job duties.

(r) Part-time Employees: These employees will receive their same rate of pay regardless of temporarily assigned job duties.

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(mm) The employer may have up to one half-time Part-time employee trainee per store.

(nn) The employer may receive their same rate of pay regardless of temporarily assigned job duties.

(oo) Employees will receive their same rate of pay regardless of temporarily assigned job duties.
Article 6: Picket Line Clause

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

Article 7: Shop Steward

The Employer agrees that in cases of suspension or discharge of an Employee, a Union
representative will be permitted to attend administration of the discipline. Employees shall be

Article 8: Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness,

Employee, and any other Employee, or in their use for entertainment purposes. Acceptance of
gross inaccuracy and use of illegal controlled substances (drugs) will be considered as causes

Employee-Failure to provide the notice within forty-eight (48) hours in order to remedy the delay.

Employee will notify the Union via email within forty-eight (48) hours following the administration of a suspension or discharge to a bargaining unit employee. If the

Emplplyee agrees to include their own written accounts and rebuttals to all Employee-generated documents

The Employer agrees that in cases of suspension or discharge of an Employee, a Union

It is the Employer’s responsibility to order and provide the Employee with a certificate of

For dismissal: Dismissal during off-duty work, as electrical repairs, rehabilitation, work, etc.

No Employee shall be suspended without good and sufficient cause. Dishonesty, drunkenness,
Section 11: Leave of Absence

Article 11: Leave of Absence

A maximum of six (6) months. An employee desiring a personal leave of absence shall make a request of the Employer. The Employer may grant a leave of absence up to six (6) months during any period of June service, however, is to report to his/her store for work.

Day during any period of June service, he/she is to report to his/her store for work. When an employee is released for a day or part of a workday, his/her regular time hours shall be considered as time off. June service notice as soon as possible, time spent on any day shall be considered as time off. Regular time hours of part-time employees shall be considered as time off. In the case of regular employees, regular time hours shall be calculated as the difference between the employee's scheduled hours of work and the hours he/she actually worked. Any part-time employee who is required to serve on full-time duty during his/her leave shall be entitled to a maximum of eight (8) hours per day of ten (10) hours per day for a leave of absence.

Article 10: Jury Duty

Workweek:

Hours per day at ten (10) hours per day for a full-time employee on the fourth (4th) day of a workweek. Employees shall be entitled to a maximum of eight (8) hours per day for a leave of absence.

Part-time employees shall not have their days rescheduled so as to delete their paid time off.

Jury Duty:

Part-time employees may take part of their paid time in case of a new trial. In the case of a trial, employees shall be entitled to a maximum of eight (8) hours per day of a leave of absence.

When the person seeks bereavement leave benefits under this Article:

(a) The death of a spouse, parent, or child (or the day of burial and the day of a service following such burial)

(b) Bereavement leave for up to 30 work days in the case of bereavement leave for bereavement leave, including

(c) 18 years of age or under

(d) is a dependent of the deceased

(e) is a domestic partner, or

(f) is a friend or relative of the deceased

Bereavement leave shall apply equally to domestic partners of employees. A "domestic partner" is a person who:

1. Is a parent, grandparent or grandchild.

2. Is a member of the same household and is entitled to domestic partner benefits.

3. Is a minor child (under 18 years of age) who is not employed and has not reached the age of 18 years.

4. Is a person who is a domestic partner, or

5. Is a person who is a friend or relative of the deceased.

A maximum of two (2) days of leave with pay in the event of a death of a parent, grandparent, or domestic partner, or

6. Is a person who is a friend or relative of the deceased.

A maximum of two (2) days of leave with pay in the event of a death of a parent, grandparent, or domestic partner, or
An employee who is the victim of a violent crime or the spouse or immediate family member

Section 14.4 Medical Leave: In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted. Such employees will not be required to use their vacation time for such purposes.

Section 14.3 Military Leave: The Employer shall grant to employees who are included into the store the same military leave as granted to employees in any other establishment.

Section 14.2 Union Leave: An employee with at least one (1) year of service may be granted a leave of absence.

Section 14.1.3 Parenting Leave: The Employer shall grant employees parental leave of absence for a birth or adoption of a child according to state law.

Section 14.1.2 Union Leave: When a leave of absence is granted, the Union shall be furnished a copy of

in determining whether or not the employee shall be granted a leave of absence. The Union shall receive from the Employer a minimum of one (1) week notice (except

Section 14.1.1 Employee Leave: The Employer shall grant to employees a minimum of one (1) week notice of any paid or unpaid leave of absence for any cause.

Section 14.1.0 Employee Leave: The Employer reserves the right to require certification by an medical authority of an employee's physical capability of returning to work.

Section 13.0 Parenting Leave: The Employer shall grant employees parental leave of absence for a birth or adoption of a child according to state law.

Section 12.0 Domestic Abuse Leave: An Employee who is a victim of domestic violence, will be provided with reasonable time off from work to attend criminal

Section 11.0 Victim, Witness, and Domestic Abuse Leave: An Employee who is a victim of a violent crime or the spouse or immediate family member

Section 10.0 Proceedings related to the victim's case, and may use paid time off.

An employee who is the victim of a violent crime or the spouse or immediate family member
Section 11.10. Employees shall not be required to use their paid vacation or personal paid time off a voluntary day's absence or a voluntary day's absence, except in a case where such employee works for the Union.

Any employee accepting employment elsewhere will, on a leave of absence shall be considered to have resigned. An employee being considered a voluntary quit is not entitled to be paid to work at the Union. Employees who are who are victims of domestic abuse will be provided with reasonable time off from work to attend or a victim of violent crime will be provided with reasonable time off from work to attend proceedings related to the victim's case and may use paid time off.

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

A minimum of two (2) weeks' notice of their intention to return to work. If a voluntary day's absence or a voluntary day's absence, except in a case where such employer works for the Union.

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The employee may return earlier if a mutual agreement is reached and hours are available.
Employer shall continue to make contributions to the Legacy Plan for all active employees in Zone (A) for fiscal plan year 2018.

The Employer and Union agree to a Retirementization Plan for the Legacy Plan that requires contributions to increase by 2.8% effective March 4, 2018. The 2.8% increase will become effective March 3, 2019. (C)

The Multiemployer Pension Reform Act of 2014 (MPPA), which will allow the Legacy Plan to accelerate its certification into Critical Status (Reform to adopt IRC Section 4223(d)), Section 4 of the Multiemployer Pension Reform Act of 2014 will be modified to include the board of trustees of the Legacy Plan.

The Employer and Union agree to request the board of benefits of the Legacy Plan to take any reasonable actions to ensure that employees and retirees have access to defined-benefit pension plans that are comparable to the benefits available through the Legacy Plan. (D)

The Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Legacy Plan) will be modified to allow for plan improvements for benefits that are included in the Legacy Plan.

Article 14: Pension

The Employer and the Union agree to the terms of this article.

Article 13: Non-Discrimination Clause

The Employer agrees to form a labor-management committee with the Union, to meet quarterly.

Article 12: Representation

The Employer agrees that a Union Business Agent or a Steward, may take employees of the represented business unit to work at the store or site.

The business representatives of the Union shall be admitted to the workrooms at all times.

Article 11: Visitation

Visitation in all stores (where FMLA applies) are posted in all stores (where FMLA applies) so that you know your rights.

FMLA is employee with job protection, unpaid leave for qualified medical and Family reasons. FMLA is a United States federal law requiring covered employers to provide holiday time during any leave period which is covered by the Family and Medical Leave Act.
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**Weekly Contribution Rates**

Weekly contribution rates will be made to the VAP Plan effective January 1, 2018.

For whom contributions have been made under the prior CBA, the following Employer Plan for all current active employees and future active newly hired employees in classifications entitled service credits effective January 1, 2019. Employers will make contributions to the VAP for:

- The Employee and Union agree to establish a VAP Plan (VAP Plan) for:

  (c) Active employees with 30 years of service as of February 26, 2019, are $50,000.

For each week,

- For each week (excluding hours worked Sundays and on holidays),
  - Active employees (excluding hours worked Sundays and on holidays) whose average weekly earnings exceed the Federal and CUBJ, and \( \mathcal{G} \) per full-time employees, who have worked less than thirty-two (32) hours per week.
  - For each week, Except for those employees on the day and (10) banked holidays, the Part-time Contribution Rate Amounts Restored to the Week 2018 will be paid on behalf of all employees.

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According to the following schedule:

February 26, 2019. Specifically, the employer contribution rates to the Legacy Plan will increase.

- Effective March 1, 2018, the employer contribution rates to the Legacy Plan will be:
  - Pre-March 4, 2018: $12.40 per week
  - March 4, 2018: $13.38 per week
  - March 3, 2018: $13.74 per week
  - March 1, 2020: $140.72 per week
  - March 4, 2018: $143.38 per week

For whom contributions have previously made contributions to the Legacy Plan and for classifications for whom the employee contributions to the VAP Plan will increase.

Employees with 30 years of service as of February 26, 2019, are $50,000.
The rehabilitation plan, according to the plan actuary's estimates, will be 3.0% for years 4-10 of Plan. Contributions made after these years will be prorated by an actuarial formula. The principal reserve of the VAP plan will be allocated to a stabilization reserve which will be invested in accordance with the plan's provisions. The principal reserve of the VAP plan will be governed by the board of trustees of the VAP plan, and the stabilization reserve will be governed by the board of directors of the company. The purpose of the stabilization reserve is to support the availability of benefits to both active and retired members. The annual benefit allocation will be based on a stabilization reserve, which will be invested in accordance with the plan's provisions. The internal rate of return on the stabilization reserve will be the same as the rate of return on the plan's investments. Any surplus investment performance will be invested in accordance with the plan's provisions. (j) Annual increases in accrued benefits will be capped at 3.0% above the interest rate. Any surplus investment performance benchmarks will be capped at a rate of 5%. (i) All accrued annual benefits in the VAP plan will be adjusted annually based on the retirement commencement (average age age 65 x interest rate). The retirement commencement is the average age of all employees who have reached retirement age, which is calculated based on the retirement commencement prior to retirement age. The retirement commencement will be the same as the retirement commencement. The service and vesting provisions of the VAP plan will be the same as the service and vesting provisions of the plan. The table below shows: (g) Effective January 1, 2019, the annual benefit accrual of the VAP plan for employees will be as follows: (f) Effective January 1, 2019, all current active and active employees will participate in the VAP plan. Coverage is limited to part-time employees (excluding Group 3). The table below shows: (e) Effective January 1, 2021, the annual benefit accrual of the VAP plan for employees will be as follows: (d) Effective January 1, 2020, the annual benefit accrual of the VAP plan for employees will be as follows: (c) Effective January 1, 2020, the annual benefit accrual of the VAP plan for employees will be as follows: (b) Effective January 1, 2020, the annual benefit accrual of the VAP plan for employees will be as follows: (a) Effective January 1, 2020, the annual benefit accrual of the VAP plan for employees will be as follows: (9) The normal retirement age will be 65, effective for employees who are at least 65 years of age.
Article 15: Health and Welfare

Paragraphs:

The Employer agrees to pay into the Minneapolis Regional Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours (full-time, exclusive of hours worked on Sundays and holidays) except for meal cutters and food handlers. The Employer further agrees to pay into the Minneapolis Regional Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours (full-time, exclusive of hours worked on Sundays and holidays) except for meal cutters and food handlers.

Paragraph:

An Employer may withdraw from the Legacy Plan during the term of this agreement and pay the obligations with respect to the Legacy Plan as long as it continues to participate in the VAP Plan.

Paragraphs:

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and the full-time contributions, as set forth in Article 15(D).

Due on their behalf, employee contributions should "opt out" of coverage, then there will be no employer or employee contribution. The Employer will implement a pre-tax plan for employee contributions. In the event that an employer contribution is collected, the Employer will make a contribution, which will offset the Employer contributions.

Effective March 4, 2019, through February 29, 2020:
- Modified Part-Time Employees: $15.00 per week
- Full-Time Employees: $20.00 per week

Effective March 4, 2019, through March 3, 2019:
- Modified Part-Time Employees: $6.00 per week
- Full-Time Employees: $7.00 per week

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

Effective March 1, 2020, through March 6, 2020:
- Modified Part-Time Employees: $12.20 per week
- Full-Time Employees: $14.20 per week

Effective March 4, 2019, through February 29, 2020:
- Modified Part-Time Employees: $13.99 per week
- Full-Time Employees: $21.70 per week

Effective March 4, 2019, through March 3, 2018:
- Modifying contributions for the Employer is as follows (also see chart in Appendix D):

The Employer agrees to pay contributions into the same Health and Welfare Fund on behalf of these employees, for any particular week, to offset the amount of the contribution to be made for these employees for any particular week. Provided the Employer and the modified or reduced amount of the contribution to be made for these employees, for any particular week, is in the amount of the contribution to be made for these employees, for any particular week, to be made for these employees, for any particular week, to offset the amount of the contribution to be made for these employees, for any particular week.
Section 16.2: Any controversy arising over the interpretation or adherence to the terms were rates, overtime rates, and rates for vacation, holiday, jury pay, and bereavement pay.

Section 16.1: Any complaint to be processed under this agreement must be registered within ten (10) days by either party to the agreement except that a complaint as to the payment of nonpayment of the applicable wage rate must be registered within sixty (60) calendar days from the date of the alleged violation. The applicable wage rate means the minimum contour after the date of the alleged violation.

Article 16: Application

The employee agrees to make weekly health and welfare contributions on all participating employees.

The employee agrees to pay the weekly health and welfare payments for those modified and any amendments thereto.

The employee is bound by the existing trust agreement covering the abstracted trust fund.

The program of benefits of this full-time plan and all other full-time plans are as agreed.

The employer agrees to make the health and welfare contributions for full-time employees subjected to the agreements.
Seniority shall be defined for each group in the following sections of this Article:

(F) Custodial Employees
(E) Courtyard Employees
(D) Certified Pharmacy Technicians
(C) Group 3 Employees
(B) Moderate and Regular Part-Time - Group 2 Employees
(A) Full-Time Food Handler - Group 1 Employees

The seniority groups shall be classified as:

Section 17.1: For the purpose of this Article, there shall be six (6) separate seniority groups.

Article 17: Seniority

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

Section 17.2: 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.

Section 17.3: The expense of the arbitrator shall be divided equally between the Employer and the Union.

Section 17.4: There shall be no strike or lockout during the life of this Agreement, except in the event that the Union.

Section 17.5: 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 executing in cases 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.
become effective. Any such request must be approved by both the Employer and the Union. If

(£) A Group 1 employee may be reduced to a thirty-two (32) hour workweek only upon

date of hire with the Employer.

(F) Employees employed by the Employer, who do not have seniority in Group 2, shall be effective as of the most recent continuous to accumulate and higher seniority in Group 2 shall be effective as of the most recent
declaration to accumulate and higher seniority in Group 1.

(E) When a Group 1 employee has been involuntarily reduced from Group 2 and has not
been involuntarily reduced from Group 1, to Group 2, his/her seniority in Group 2 shall be effective as of
the most recent date of hire with the Employer.

(D) When a Group 1 employee is voluntarily reduced below thirty-two (32) hours per week,
based on most recent date of hire with the Employer.

(C) The seniority of an employee in Group 1 is due to be laid off or reduced in hours, such
that the employee with the most recent date of hire or reduction occurs.

(B) If a Group 2 employee is transferred into Group 2, the seniority of the employee with the
least seniority in Group 2 shall be the first laid off. Such employees will be recalled on the basis of their
seniority groups, in the order of their seniority in Group 2, after the layoff of the group.

(A) Employees in these groups shall have seniority in the bargaining unit covering all stores
reduced to thirty-two (32) hours per week.

Group 1 - Full-Time Employees: Those employees who are regularly scheduled to work forty
hours per week are classified within either Group 1 or Group 2.

Section 17.2: Except for the Group 3 part-time classification, all such
employees within each of these classifications of employees: Group 1 and Group 2, shall be

employees commence work on the same day, their seniority ranking will be determined by

the seniority date in each group is defined as the day the employee starts active

employment, provided that the employee has held a position in the classification or position since

Section 7.2: All part-time Food Handler employees will be allowed to perform any and all duties, excluding

Technicians who will maintain seniority among themselves.
Small erman part of the week.

If a Classified Assistant or Retail Specialist is promoted to a Departmental Head position, Sunday
shall be forfeited due to a break in service in the position of Departmental Head or Store Director.

An employeey may step down with a two (2) week written notice. Departmental Heads shall
continue in their capacity except that such

Departmental Heads shall accumulate the same amount of seniority as a Classified Assistant or Retail Specialist.

Actions and issues or employee concerns which might arise

Departmental Heads shall be entitled to any such seniority as acquired in accordance with
the provisions set forth below. Departmental Heads shall be entitled to the classification of Departmental Heads and no shorter term as provided in the agreement. (H)

The Employer may designate Departmental Heads consistent with the following provisions:

26
classification with persons from outside of the bargaining unit which includes part-time
Appendix C. However, the Employer may fill up to 5% of such openings in each
be the standing rule for all full-time employees in the applicable classification according to
small store is eligible in accordance with their seniority. Group 1 employees currently work 32
shall be eligible to be promoted to Group 1, prior to the filling of the positions in Group 1,
eligible for a different classification or renewal and/or the employees to fill the openings.
the senior dates of senior employees. Group 2 employees in Group 2 who so notify the Employer and the
the Employer's request, they may be reallocated as needed to meet over their work
below thirty (30) hours or forty (40) hours per week (such notification should be made as per
minimum of thirty (30) hours per week (such notification should be made as per

(4) Once an employee is classified as part-time, the following shall apply:

(a) The top twenty-four percent (24%) of the group 2 employees (defined as Food Handlers

(3) During the bargaining unit covering all stores for the purpose of layoff, recall and

(2) Employees in these groups with more than five (5) years of continuous service shall

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in this group shall be the date of most recent hire of transfer into this group,

(2) Group 2 (Regular or Modified) part-time, his/her seniority in Group 2 shall be the effective as of

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

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(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.

(3) Employees in these groups with more than thirty-two (32) hours per week.

(2) Employees in these groups with more than thirty-two (32) hours per week.

(1) When a group 2 employee is advanced

(4) Employees in these groups with more than thirty-two (32) hours per week.
employees will be separate from any other employees within the bargaining unit.

Section 17.4 Custodial Employees: For purposes of layoff and recall, Custodial employees shall have seniority based upon their most recent date of hire. The seniority of Custodial employees will be determined by the Bargaining Unit, shall be separate from any other employees within the bargaining unit.

Section 17.3 Custody Employees: For purposes of layoff and recall, Custody employees shall have seniority based upon their most recent date of hire. The seniority of Custody employees shall be separate from any other employees within the bargaining unit.

Any questions concerning the terms and conditions of employment in the Group 3 part-time position will apply to the following provisions of this agreement, that the terms of this section shall control this section and any other provisions of this agreement, the terms of this section shall control the basic week, in the event of any ambiguity or conflicts between the terms of any collective bargaining agreement and any other provisions of the agreement, the terms of this section shall control. The terms of this section shall control the basic week, in the event of any ambiguity or conflicts between the terms of any collective bargaining agreement and any other provisions of the agreement, the terms of this section shall control.

For the purpose of layoff or advancement to Group 3 part-time position, the Group 3 part-time position shall be the seniority of the employee Group 3 part-time position shall be the seniority of the employee.

The employment's compliance with the requirements set forth in Section 17.2, Paragraph 1.

Classification in Group 2. 

Any Employee who meets the eligibility requirements of Section 17.2, Paragraph 1.

in the event of layoff, a Group 2 Employee with more than five (5) years of continuous service may receive lesser seniority by stepping down the most junior employee within each bargaining unit.
For purposes of Section 1.7.2, Retail Specialists will have recall rights by store in case of reduction.

Retail employees for purposes of Plantation Specialty Store and are set forth in Section 1.7.2. The position shall continue to be regarded as Group 2 and the employee is subject to recall if the employee is subject to the requirement in Section 1.2 to work 5 days per week. The recall period is subject to recall if the employee is subject to the requirement in Section 1.2 to work 5 days per week. The recall period is subject to recall if the employee is subject to the requirement in Section 1.2 to work 5 days per week.

For purposes of Group 2 retail employees, the recall rights shall be granted to the employee in case of reduction. In the event of any recall rights, the employee shall be paid the employee's regular rate of pay for the period of recall.

Section 1.7.8 Retail Specialists: The Employer may, at its option, elect to offer

Retail Specialists may be transferred by the Employer to Classification Assistant positions in other stores.
give their Employers a minimum of two (2) weeks' notice of their intention to return to work. Such notice shall be given in writing, in a form acceptable to the Employer, and shall be in a language or English.

Any employee returning from an extended holiday (30) days or more, shall provide the Employer with a period of notice of at least one (1) week, from the date of their return. If an employee wishes to return to work within six (6) days after notice by registered letter to his/her known address, or absent work within three (3) days after notice to the Employer, the return to work shall be effective from the date of notice.

Section 17.8: Seniority will be determined in an employment agreement.

The assignment to an employment agreement is subject to approval by the Union, and shall be effective only if approved by the Union.

The Union agrees to provide for certification of certain employees within the Pharmacy.

The Union agrees to provide for certification of certain employees within the Pharmacy.

Section 17.6: Certified Pharmacy Technicians.

For purposes of layoff and recall, Certified Pharmacy Technicians shall be subject to the provisions of this Agreement.
safety and store security. These guidelines shall make clear that no employee is required to

The agreement and maintenance of any notices pertaining to Union business in connection with employees covered by

The Employer agrees to provide a bulletin board in each store and will permit the Union to post

Article 20: Bulletin Boards

Article 19: Linens, Dry Cleaning and Tools

the right to remove said Union Market Card from the premises.

the violation of any term of provision of this Agreement by the Employer, the Union shall have

Article 18: Union Market Card

Section 17.12: No full-time employee may be laid off or reduced unless the Employer has

Section 17.1: Students who cease employment because of their education and return to work

Section 17.10: Full-time employees, based on their seniority, may apply and will have

Section 17.9: When necessary for an employee to work in more than one (1) market in any

employee on his/her notice of intention to return to work.

notice must be given on or before the Friday of the week preceding the last week of their leave
Article 22: Safety and Store Security

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

Section 2.1: Drug Testing: A drug and alcohol test will be conducted on all employees at the expense of the Employer. Employment is subject to the condition that the employee pass the test.

Section 2.2: Compensation: Compensation, which includes the last two (2) of the three (3) day period, the employee shall be reimbursed by the employer by the amount of such

Article 21: Injury on the Job

In the event of injury, the Employer shall receive the Employee's Worker's Compensation, which includes the last two (2) of the three (3) day period, the employee shall be reimbursed by the employer by the amount of such

Section 2.1: Employer's Injured on the Job

In the event of injury, the Employer shall receive the Employee's Worker's Compensation, which includes the last two (2) of the three (3) day period, the employee shall be reimbursed by the employer by the amount of such

Section 2.2: Drug Testing: A drug and alcohol test will be conducted on all employees at the expense of the Employer. Employment is subject to the condition that the employee pass the test.

Substantial damage to the Employer's property which may necessitate first aid and/or medical attention or others.

(a) Substantial damage to the Employer's property which may necessitate first aid and/or medical attention; and/or

(b) Personal injury to employees or others which necessitates first aid and/or medical

Any employee who fails to report any work-related accident may be subject to disciplinary

section 2.2: Drug Testing: A drug and alcohol test will be conducted on all employees clockwise.

At the request of the Employer, the employee shall be reimbursed by the employer by the amount of such
Article 25: Technological Changes and Automation

The parties recognize that automated equipment and technology is now available and will be utilized to utilize suppliers, vendors and salesmen to stock products that they represent.

Article 24: Shelf Stocking

Among regular need department employees, transfer, store and work Sundays during the winter when there are not enough volunteers.

Section 23.3: It is a condition of employment that winter employees will be required to

Section 23.2: Replacement Waiter

In the event that a full-time employee is absent or

Section 23.1: Full-Time Waiter

In the event that a part-time employee is advanced to full-time

Waivers

Article
Article 26: Jurisdiction

In this Agreement shall be completed with in the event of any technological changes causing layoff:

(d) Voluntary Terminations employment.

(2) Rejection of transfer to another store.

(1) Rejection retiring under Section B(1) above:

An employee shall be disqualified for severance pay in the event the employee:

Regularly scheduled payday.

Severance Pay under this Article shall be six (6) week's pay to be paid on the employee's
maximum of forty (40) hours for each completed year of continuous service. Maximum
more years of continuous service will be eligible for one (1) week's average pay with a
regular full-time or part-time employed or modified part time employee with four (4) or
a regular full-time or part-time employes.

For severance pay as follows:

(a) In the event an employee is not eligible for severance and is permanently displaced

(b) In the event an employee is not eligible for severance and is displaced by another:

(1) Any returning necessary will be furnished by the Employer at no expense to the

In addition, the Employer agrees:

case, the Employer will give as much advance notice as possible.

declared, and is permanently displaced.

days advance

electronic scans that would result in the elimination of bargaining unit work, sixty (60) days
Article 27: Separability

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

Matthew Utech, President

By: ____________________________

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

By: ____________________________

Accepted for the Employer:

Signed this __________ day of __________, 2018.

This Agreement shall supersede all previous agreements, either oral or written, and shall be in effect as of March 4, 2018 and continue in full force and effect through 12:01 a.m., March 6, 2021, and thereafter unless a written notice to be given by either party sixty (60) days prior to February 29, 2020 or the annual anniversary of the contract, provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.
Sunday hours scheduled for him/her.

The provisions of this Appendix shall not apply to persons employed in the classified Assistant, Retail Specialists and Group 3, Part-Time Employes, however, no Group 1, Full-Time Retail Specialists and Group 3, Part-Time Employes, shall be displaced from working on Sundays. In the past, only one employee worked on Sundays in the past. Small staff to work.

Daily overtime will not be paid on Sunday premium but no employee will be scheduled to work.

Benefits

The purpose of wage progression, part-time and courtesy hours shall apply toward vacation.

The above mentioned hours of each part-time employee for hours worked and/or paid for shall apply to the accumulated hours of each part-time employee for courtesy hours. For courtesy hours, the employee must have accumulated at least (4) four minimum hours in Sunday and holiday work. Part-time employers, such as full-time food handlers, may be scheduled as full-time only if the employee is able to meet the requirements. The employee must have accumulated at least (4) four minimum hours in Sunday and holiday work. Part-time employers, such as full-time food handlers, may be scheduled as full-time only if the employee is able to meet the requirements.

Store of your 44 full-time grocery, time scheduled on Sunday will not be required to work. If the employee is able to meet the requirements. The employee must have accumulated at least (4) four minimum hours in Sunday and holiday work. Part-time employers, such as full-time food handlers, may be scheduled as full-time only if the employee is able to meet the requirements.

Food Handlers Sunday Clause

Appendix A-1
Daily overtime will not be paid on Sunday premium.

Employee or Apprentice to work on Sundays or Holidays.

As of March 6, 2011, the Employer will not be able to require a Journeyman Service employee for the purpose of wage progression.

Employee hours worked and/or paid for shall apply to the accumulated hours of each and Holiday hours worked and/or paid for shall apply to the accumulated hours of each scheduled, if available, and paid for eight (8) hours each Sunday the store is open. Sunday work will be (11%) times the employee's regular rate of pay. A minimum of one (1) Journeyman will be required among those volunteering. Rates of pay for Sunday work will be one and one-half times employee's regular rate of pay.

Meet Employees Only Sundays Clause

Appendix A-2
<table>
<thead>
<tr>
<th></th>
<th>After 2 years</th>
<th>Second year</th>
<th>Second 6 months</th>
<th>First 6 months</th>
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<tbody>
<tr>
<td>Service Employee</td>
<td>$22.45</td>
<td>$24.72</td>
<td>$25.72</td>
<td>$26.84</td>
</tr>
<tr>
<td></td>
<td>$15.24</td>
<td>$17.26</td>
<td>$18.96</td>
<td>$20.13</td>
</tr>
<tr>
<td></td>
<td>$13.65</td>
<td>$15.22</td>
<td>$17.52</td>
<td>$19.46</td>
</tr>
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<td></td>
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<td>$15.02</td>
<td>$17.14</td>
<td>$19.46</td>
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<td>$5.35</td>
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**Time Worked:** Effective 3/3/19

<table>
<thead>
<tr>
<th></th>
<th>5 years and over</th>
<th>4 - 5 years</th>
<th>3 - 4 years</th>
<th>2 - 3 years</th>
<th>1 - 2 years</th>
<th>0 - 6 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Helper</td>
<td>$22.84</td>
<td>$24.72</td>
<td>$26.84</td>
<td>$28.54</td>
<td>$30.13</td>
<td>$31.84</td>
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<td>$20.13</td>
<td>$22.04</td>
<td>$24.68</td>
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<td>$29.96</td>
<td>$32.64</td>
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<td>$18.46</td>
<td>$20.49</td>
<td>$23.14</td>
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<td>$28.54</td>
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<td>$16.89</td>
<td>$19.12</td>
<td>$22.21</td>
<td>$24.46</td>
<td>$26.64</td>
<td>$29.14</td>
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<td></td>
<td>$16.46</td>
<td>$18.67</td>
<td>$21.63</td>
<td>$23.84</td>
<td>$26.05</td>
<td>$28.34</td>
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**Time Worked:** Effective 3/3/19

<table>
<thead>
<tr>
<th></th>
<th>18 - 24 months</th>
<th>12 - 18 months</th>
<th>6 - 12 months</th>
<th>0 - 6 months</th>
</tr>
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</table>

**Apprentices**

<table>
<thead>
<tr>
<th>Hourly Minimum Hourly Rates</th>
<th>18.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26.84</td>
<td>$28.54</td>
</tr>
<tr>
<td>$24.68</td>
<td>$26.34</td>
</tr>
<tr>
<td>$22.04</td>
<td>$23.84</td>
</tr>
</tbody>
</table>

**Time Worked:** Effective 03/01/20

**Classification**

<table>
<thead>
<tr>
<th>Hourly Minimum Hourly Rates</th>
<th>18.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.34</td>
<td>$29.96</td>
</tr>
<tr>
<td>$25.84</td>
<td>$28.54</td>
</tr>
</tbody>
</table>

**Appendix B**
<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Effective Date</th>
<th>Time Worked</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 2 Years</td>
<td>3/4/19</td>
<td>Start - one year</td>
<td>3/3/19</td>
</tr>
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</table>

**Classified Assistant - Hired Prior to 03/06/16**

<table>
<thead>
<tr>
<th>Years and Over</th>
<th>$24.73</th>
<th>$22.73</th>
<th>$22.73</th>
</tr>
</thead>
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<tr>
<td>4 - 5 Years</td>
<td>$18.06</td>
<td>$18.06</td>
<td>$18.06</td>
</tr>
<tr>
<td>3 - 4 Years</td>
<td>$17.52</td>
<td>$17.52</td>
<td>$17.52</td>
</tr>
<tr>
<td>2 - 3 Years</td>
<td>$17.14</td>
<td>$17.14</td>
<td>$17.14</td>
</tr>
<tr>
<td>1 Year</td>
<td>$15.89</td>
<td>$15.89</td>
<td>$15.89</td>
</tr>
<tr>
<td>6 - 12 Months</td>
<td>$15.45</td>
<td>$15.45</td>
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</tr>
<tr>
<td>0 - 6 Months</td>
<td>$15.39</td>
<td>$15.39</td>
<td>$15.39</td>
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</table>

**Full-Time Food Handlers and Pharmacy Employees**

<table>
<thead>
<tr>
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<th>$25.73</th>
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<tbody>
<tr>
<td>Department Head</td>
<td>$23.73</td>
<td>$23.73</td>
<td>$23.73</td>
</tr>
<tr>
<td>Bookkeeper or Head Cashier</td>
<td>$23.73</td>
<td>$23.73</td>
<td>$23.73</td>
</tr>
<tr>
<td>Produce Department Head</td>
<td>$26.23</td>
<td>$26.23</td>
<td>$26.23</td>
</tr>
<tr>
<td>Assistant Manager</td>
<td>$25.73</td>
<td>$25.73</td>
<td>$25.73</td>
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</table>

**Appendix C**
<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Effective</th>
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<th>Effective</th>
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Cartage Youth Wage

<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Effective</th>
<th>Effective</th>
<th>Effective</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Time Worked</td>
<td>0</td>
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Retail Specialist - Hired on or After 03/06/16

<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Effective</th>
<th>Effective</th>
<th>Effective</th>
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</table>

Retail Specialist - Hired Prior to 03/06/16

<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Effective</th>
<th>Effective</th>
<th>Effective</th>
</tr>
</thead>
</table>

Classified Assistant - Hired on or After 03/06/16/16

<table>
<thead>
<tr>
<th>Time Worked</th>
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<th>Effective</th>
<th>Effective</th>
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### Group 3 Part-Time

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3/1/20</td>
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<td>Effective</td>
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<tr>
<td>3/3/19</td>
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<tr>
<td>3/4/18</td>
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- 3/1/20 to 3/4/18
- Time Worked

### Group 3 Youth Wage

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Time Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/20</td>
<td>$10.50</td>
<td></td>
<td></td>
<td></td>
<td>Effective</td>
</tr>
<tr>
<td>3/3/19</td>
<td>$9.75</td>
<td></td>
<td></td>
<td></td>
<td>Effective</td>
</tr>
<tr>
<td>3/4/18</td>
<td>$9.50</td>
<td></td>
<td></td>
<td></td>
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- 3/1/20 to 3/4/18
- Time Worked

### Part-Time Food Handlers, Delegation, Pharmacy Employees (Moderate, Regular) - Hourly

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Time Worked</th>
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<tbody>
<tr>
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<td>3/3/19</td>
<td>$9.75</td>
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<tr>
<td>3/4/18</td>
<td>$9.50</td>
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- 3/1/20 to 3/4/18
- Time Worked

### Group 4 Youth Wage (16+ years)

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Time Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/20</td>
<td>$10.35</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>3/3/19</td>
<td>$9.75</td>
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<tr>
<td>3/4/18</td>
<td>$9.50</td>
<td></td>
<td></td>
<td></td>
<td>Effective</td>
</tr>
</tbody>
</table>

- 3/1/20 to 3/4/18
- Time Worked

---

**Carryout and Maintenance Wage (18+ years)**
All workers will continue to receive at least $12.00 per hour, which is above federal, state, county, or city minimum wage.

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

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

<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Full-Time Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 6 months</td>
<td>3/4/18</td>
</tr>
<tr>
<td>6 - 12 months</td>
<td>3/3/19</td>
</tr>
<tr>
<td>1 - 2 years</td>
<td>3/1/20</td>
</tr>
<tr>
<td>2 - 3 years</td>
<td>$10.00</td>
</tr>
<tr>
<td>3 - 4 years</td>
<td>$10.50</td>
</tr>
<tr>
<td>4 - 5 years</td>
<td>$11.10</td>
</tr>
<tr>
<td>5 years and over</td>
<td>$11.70</td>
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</tbody>
</table>
Courtesy employees and Custodial employees shall receive not less than twenty cents ($0.20) above the Federal, state, city or county minimum wage, whichever is higher, during the term of this Agreement.
<table>
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</thead>
<tbody>
<tr>
<td>09/30/12 - 03/06/21</td>
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Full Time

<table>
<thead>
<tr>
<th>Contract Classification</th>
<th>Cost</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Weekly Health & Welfare Cost

Health & Welfare Cost for Employer and Worker

APPENDIX D
We will support and guide you through the organizing process, assuming you obtain all the protections and guarantees provided by a union contract.

If your rights are set forth in Section 7 of the National Labor Relations Act:

Your Rights Under the Law

Your union representative to be present, you should participate in the interview.

Your union representatives to be present, you should participate in the interview. If the interviewer asks you about your union affiliation, you must answer in the affirmative.

If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your U.S. Supreme Court ruling in the Weingarten decision that an employee is entitled
763-225-1500 or 1-800-292-4105

For more information on Our Resort and to check availability, please check our website at


You’ll find charcoal grills, deck chairs, swing sets, horseshoe pit, and

beautiful views. Open year-round.

For indoor fun, a full, equipped kitchen, HD TV, Blu-ray/DVD player, fireplace, pool/hot tub, and

a FREE Wi-Fi.}$

$Ours Resort in Luusin, Minnesota on the shores of Lake Superior—six cabins with July

Available to you as a member of UFCW Local 663:

Look for ticket reviews for various sporting events and fun activities.

And remember, Our Resort, Scholarship information and important news.

events available to all members. Articles will cover various topics including Health & Welfare

Read your monthly issue of the Fact Finder for information regarding benefits, programs and

Member Information
To obtain your withdrawal card, call the union office at 763-525-1500 or 1-800-292-4105. To qualify for a withdrawal card, you must be a fully initiated member and be current on your monthly dues. You do not have to pay if again when you return.

This will pull your dues on hold while you are away, and prevent your initiation fee from being deducted. This will also allow you to receive your benefits even if you are not actively employed. If you will be leaving the industry for any reason (including illness, personal leave, medical leave, etc.), please inform us as soon as possible.

Withdrawal Card Information