Collective Bargaining Agreement

Between

Brainerd Food Retailers
Brainerd, Minnesota

- and –

United Food and Commercial Workers
Local Union No. 663

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

QUISBERG – BRAINERD CUB FOODS
QUISBERG – BAXTER CUB FOODS

Union Office
UFCW Local 663
6160 Summit Dr N Ste 600
Brooklyn Center, MN 55430
763-525-1500 or 1-800-292-4105
Monday through Friday 8:00 a.m. - 4:00 p.m.

Health and Welfare & Pension
Wilson-McShane Corporation
3001 Metro Drive, Suite 500
Bloomington, MN 55425
952-854-0795 or1-800-535-6373
Monday through Friday 8:00 a.m. - 5:00 p.m.

Index

Article 1:	Recognition and Security	1
Article 2:	No Strike/No Lockout - Picket	2
Article 3:	Hours of Work	3
Article 4:	Seniority	5
Article 5:	Grievance and Arbitration Procedure	8
Article 6:	Vacations	11
Article 7:	Holidays	13
Article 8:	Health and Welfare	15
Article 9:	Pension	17
Article 10:	Bereavement	20
Article 11:	Jury Duty	21
Article 12:	Leaves of Absence	21
Article 13:	Miscellaneous Provisions	22
Article 14:	Wages and General Conditions	23
Article 15:	Sunday Clause	25
Article 16:	Waivers	25
Article 17:	Separability and Savings	26
Article 18:	Management Rights	27
Article 19:	Duration & Terms of Agreement	28
Appendix A:	Rates of Pay	29

ARTICLES OF AGREEMENT

Entered into between the United Food and Commercial Workers, Local Union 663, Brainerd Minnesota, hereinafter referred to as the "Union", and the companies signatory to this Agreement in Brainerd, Minnesota, hereinafter referred to as the "Employer".

ARTICLE 1: RECOGNITION AND UNION SECURITY

1.1 **Recognition:** The Union is recognized as the sole and exclusive bargaining agent for all Meat Department, Grocery Department, Bakery Department, Deli Department, and Non-Foods Department employees of the Employer under the jurisdiction of the above-named Local Union. The Employer will be allowed to have up to three (3) employees (including the store manager) at each store outside the bargaining unit, who can do bargaining unit work.

1.2 **Union Security:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed, shall remain members in good standing, and those who are not members of the Union on the date on which this Agreement is signed shall on the 31st day following the date on which this Agreement is signed become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall on the 31st day following the beginning date of such employment become and remain members in good standing in the Union.

"In good standing," for the purposes of the agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all employees covered by this agreement.

1.3 **Dues Check-off:** The Employer agrees to deduct Union dues, initiation fees and/or uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one (1) year or beyond the termination of this Agreement, whichever occurs sooner.

The deduction of Union dues shall be made on a monthly basis and shall be forwarded to the Union within ten (10) days after such deduction is made. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will so state on the

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

No deduction shall be made that is prohibited by applicable laws. The Union will defend and save the Employer harmless from any claim arising out of deductions provided in this Section and payment thereof by the Employer to the Union.

1.4 **Union Market Cards:** The Union Market Card is loaned to the Employer who signs and abides by this Agreement and is to be displayed in a prominent place in the market.

1.5 **Visitation:** Business representatives of the Union shall be admitted to the work rooms 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.

1.6 **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.

Probationary period may be extended for up to thirty (30) calendar days by mutual agreement between the Employer and the Union.

1.7 **Shop Steward:** The Employer shall recognize two shop stewards appointed by the Union in each retail establishment. However, the performance of his/her duties shall not negatively affect his/her work or the work of other employees, and shall not interfere with the operation of the business. Where possible, all union business shall take place outside of working hours unless by mutual agreement.

ARTICLE 2: NO STRIKE / NO LOCKOUT - PICKET LINE

2.1 **No Strike / No Lockout:** The Employer agrees that there shall be no lockout and the Union and the employees agree that there shall be no strike during the life of this Agreement.

2.2 **Picket Line:** It shall not be construed to be a violation of this Agreement for an employee to refuse to cross a picket line of a striking or locked out union.

ARTICLE 3: HOURS OF WORK

3.1 **Workweek and Workday:** The regular workweek shall be forty (40) hours to be worked in five (5) days, Monday through Saturday. (All time worked in excess of forty (40) hours per week or eight (8) hours in one (1) day shall be paid for at one and one-half (1½) times the employees regular rate of pay.) For Bakery Department employees, the Monday shift may start on Sunday night.

3.2 **Split Shifts:** No full-time employee shall be required or permitted to work a split shift. No part-time employee shall be required to work a split shift. A split shift is any interruption of the daily work of the employee except his or her regular lunch or rest period.

3.3 **Workweek:** Part-time employees will be scheduled to work each week, in no more than five (5) days Monday through Saturday, exclusive of Sunday and Holiday hours worked and/or paid for. Part-time employees shall receive not less than four (4) hours of work or pay at one and one-half (1½) times their regular rate of pay, if called to work on their sixth (6th) workday.

3.4 **Weekly Minimums:** In the event a part-time (carryout employee - fourteen (14) hours) is scheduled to work, the employee shall be entitled to a minimum schedule of fifteen (15) hours. This provision shall not apply to an extra employee working on Friday or Saturday only.

3.5 **Daily Minimums:** Minimum daily schedule will be four (4) hours for non-student part-time employees and three (3) hours for student part-time employees, bagger employees and clean-up employees.

3.6 **Reduced Workweek:** The Employer shall be allowed in the meat departments to utilize a maximum of two (2) meat wrappers, per Employer, on a reduced full-time workweek. The Employer shall be allowed to schedule up to eight (8) hours per day with a four (4) hour minimum call in.

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

one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. Following this election, any deviation shall be mutually agreed upon by the Union and the Employer. Lunch periods will be scheduled as near as possible to the middle of the employees shift.

3.8 **Rest Periods:**

a. A full-time employee shall be entitled to two (2) fifteen (15) minute rest periods for each eight (8) hour shift without loss of pay which shall be considered as time worked.

b. All employees shall receive a paid rest period of fifteen (15) minutes for any four (4) hours worked, not to exceed thirty (30) minutes in any workday of less than twelve (12) hours. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.

3.9 **No Duplication or Pyramiding:** There shall be no duplication or pyramiding of overtime or premium payments.

3.10 **Posting Schedules:** Work schedules for all Employees shall be made up for a two (2) week period. The schedule shall be posted for any two (2) week period no later than Friday at 2:00 p.m. preceding the first week of the two (2) week period. All Employees shall have the opportunity prior to the posting of the schedule to request of the Employer, in writing, a particular day or days off. Written day-off requests must be received no later than three (3) days prior to the time the work schedule is posted. The Employer will grant the request based on the needs of the business so that the Employee receives his/her requested day or days off without loss of hours, based on seniority. Untimely requests (those that come in with less than three (3) days' notice), if granted, may result in loss of hours. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies. Employees will notify the Employer in advance when they will not be available for work. When requested, the Employer shall supply to the Union copies of work schedules. The method by which schedules are supplied will be determined based on the store's capability.

3.11 **Weekend Rotation:** Each year from the nearest Saturday to May 1st, and through the nearest Sunday to September 30th, full-time employees who make a request will be given weekends off on a rotation basis. The number of full-time employees on weekend rotation will be determined by each store based on its operational needs.

3.12 **Emergencies:** The minimums provided in this Article may be waived by mutual agreement when an emergency situation occurs that is beyond the control of the employee or the Employer.

ARTICLE 4: SENIORITY

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

a. Grocery Department, Non-Foods Department, Delicatessen Department, Bakery Department and courtesy/custodial. When Bakery & Deli Departments share a common area and are not separate and distinct departments, they shall be considered as one department with seniority within that department. Within each department there shall be two separate seniority lists. One for full-time employees (4.2) and one for part-time employees (4.3).

b. Meat Department employees hired prior to December 10, 1995 shall have seniority in the meat department effective as of their last date of hire and shall not be subject to lay-off or reduction in hours if any meat department employee hired after December 9, 1995 is employed. Meat department employees hired after December 9, 1995 seniority shall be separate between two (2) groups of employees; (A) Journeyman and Apprentice meat cutters and (B) Meat wrappers.

4.2 **Full-Time Seniority:** For those full-time employees (excluding carryout and custodial employees) who work thirty-two (32) hours per week or more:

a. Seniority is defined as the length of the employee's service with each signatory Employer throughout the operations within the bargaining unit, except that department heads as set forth in Appendix A will have seniority over other employees for layoff and recall purposes.

b. An employee's seniority shall be their date of hire or transfer into their particular group. Seniority shall apply to layoffs and rehire. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below thirty-two (32) hours per week shall be considered a partial layoff, and their rate of pay will be adjusted to the appropriate part-time rate of pay.

c. When an employee is promoted or accepts a position within their classification or in a different seniority classification, that employee shall be given a thirty (30) calendar day window to return to their previous classification and suffer no loss in seniority.

d. When an employee is voluntarily reduced from full-time to part-time, he or she shall lose his or her full-time seniority right and his or her part-time seniority on the appropriate part-time list shall date from original date of hire. A full-time employee who is involuntarily reduced in hours shall maintain his or her full-time seniority rights and also has seniority rights on the appropriate part-time lists from date of original hire until the resumption of full-time employment. When a part-time employee is advanced to full-time, he or she shall have full-time seniority rights only dating from his or her more recent assignment to full-time work except the full-time employee who is reduced involuntarily shall have his or her seniority date restored as it existed at the time of reduction in hours, provided the employee is qualified and available to do the work.

e. A forty (40) hour employee may be reduced to a thirty-two (32) hour workweek upon written request of the employee and for a reduction period of not less than six (6) months from date of reduction. Employees requesting reduction must give notice to the store manager, in writing, at least one (1) week prior to the week in which the reduction is to become effective. Any such request must be approved by both the Employer and the Union. If more requests for reductions are made than can be allowed, then the requests shall be granted on the basis of seniority and the most senior employee will deserve the first choice.

4.3 **Part-Time Seniority (less than thirty-two (32) hours per week):** For those part-time employees (excluding carryout and custodial employees and extra employees) who work less than thirty-two (32) hours per week and have not qualified for rights under 4.2 above:

a. Such employee's seniority shall apply to layoffs and rehire. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired provided the employee is qualified to perform the work available.

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

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

4.4 **Ratios:** It is the intention of the parties that the number of part-time employees (meat, bakery, deli, grocery - excluding courtesy, custodial, clean-up employees and extra employees as defined in Article 16, Section 16.2) shall not exceed three (3) part-time of such employees to one (1) full-time of such employees. Stores may reach the one full-time to three part-time ratio only through store closing, attrition or both. The Union will assist the Employers with constructive input in an effort to improve the full-time to part-time store ratios toward reaching the 3 to 1 goal stated above.

4.5 **Meat Apprentice Ratio:** All meat markets shall employ first a Journeyman, then one (1) apprentice may be hired and the ratio thereafter will be one (1) apprentice for each two (2) full-time Journeymen.

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

opinion of the Employer for an available opening. Nothing herein prevents the employer from temporarily filling a full-time vacancy while the posting process is active in the case of unforeseen circumstances. However, the Employer may fill up to seventy-five percent (75%) of such openings in each classification with persons from outside of the bargaining unit which includes part-time employees inside the bargaining unit irrespective of seniority. Carry out or courtesy employees, based on length of service, ability and work record with the Employer, shall be given preference for part-time job openings within their store provided they have notified the Employer in writing.

4.7 **Loss of Seniority:** Seniority will be terminated if an employee quits, is discharged, fails to return to work from layoff within six (6) days after notice by registered letter to his or her 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. No employee shall be discharged without just cause. Dishonesty, drunkenness, gross inefficiency and use of illegal or non-prescribed control substance(s) (drugs), or other just cause which may warrant immediate discharge, will be considered as causes for dismissal.

4.8 **Seniority Lists:** At six (6) month intervals, the Employer shall provide the Union with additions and deletions to the company-wide seniority list, including date of hire.

4.9 **Inter-Store Scheduling:** When it becomes necessary for the Employer to work a full-time employee in more than one (1) store to provide the employee with a full workweek, the junior qualified employee shall be required to accept such an assignment if a senior employee exercises his or her option to reject the assignment.

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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.1 **Definition of Grievance** - A grievance is any controversy between the Employer and the Union with respect to:

1. interpretation of this Agreement; or
2. compliance with the terms of this Agreement.

5.2 **Time Limit on Grievance:** Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) calendar days after the occurrence of the matter causing the grievance, provided however, that there shall be no such time limitation on grievances involving computational errors with respect to wages or overtime. The Employer's retroactive liability on a back wage claim shall not exceed ninety (90) calendar days from the date that the grievance is raised in writing with the Employer, except in cases of willful non-compliance, no time limit shall apply.

5.3 **Grievance Procedure:** All grievances, as defined in Section 5.1, above, shall be settled in the following manner in the Steps set forth:

Step 1: When an employee has a grievance, he or she shall, individually or with the Steward and/or Business Representative of the Union, attempt to settle the grievance with the Store Manager. If a settlement is not reached, the aggrieved employee and the Business Representative shall reduce the grievance to writing within five (5) calendar days after the final discussion in this Step if the grievance is to be further considered. The grievance will then be given to the store operator or representative for handling under Step 2.

Step 2: After the written grievance has been presented to the operator, the aggrieved employee and the Union Representatives shall discuss with him and/or the Employer Representatives in an attempt to settle the grievance. If a settlement is not reached in this Step, the Union must notify the Employer within five (5) calendar days after the final meeting in this Step if the grievance is to be further considered in Step 3 of this procedure.

Step 3: Upon notification that the grievance is going to be referred to Step 3, Union Representatives shall discuss with the Employer, the Labor Relations Representative and/or other Employer Representatives to attempt to settle the grievance. The Labor Relations Representative shall prepare a written disposition of the grievance after the final discussion in this Step and forward copies thereof to the Union. The settlement, as set forth in this disposition, shall be final and binding on all parties unless the Union gives the Labor Relations Representatives a written demand for arbitration within ten (10) calendar days after the receipt of the disposition.

Step 4: Arbitration: Following the written demand for arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. Under this procedure, the party desiring arbitration shall request the Minnesota Bureau of Mediation Services to submit a list of seven (7) arbitrators in the local area. From this list, the Union and the Employer shall alternate striking the first name. The striking of names shall continue until one name remains. The remaining name shall be the arbitrator.

5.4 **Request for Arbitration:** The written request for arbitration shall be sent to the arbitrator by the party requesting arbitration with a copy to the other party.

5.5 **Authority of the Arbitrator:** The authority of the arbitrator shall be limited to the determination of the original written grievance, provided that the arbitrator refer back to the parties without decision on any matter not a grievance as defined in Section 5.1 of this Article. The arbitrator shall not be empowered to add to, subtract from, or modify the terms of this Agreement.

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

5.7 **Expenses of Arbitration:** In Step 4 of Section 5.3, each party shall pay all expenses incurred involving its representatives. All expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

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

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

5.10 **Employer Grievance:** Nothing contained herein shall preclude the Employer from filing a grievance under this procedure. Such grievance shall be filed at Step 3.

ARTICLE 6: VACATIONS

6.1 **Full-Time Vacation Benefits:** All employees covered in this Agreement who have one (1) year of continuous service with the Employer shall receive one (1) weeks' vacation with pay. All employees covered in this Agreement who have two (2) years of continuous service with the Employer shall receive two (2) weeks' vacation with pay. All employees covered in this Agreement who have eight (8) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay. All employees covered in this Agreement who have eighteen (18) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay.

All full-time employees eligible for three (3) weeks or more of paid vacation shall be allowed to take up to a maximum of ten (10) days of vacation in single day increments.

6.2 **Part-Time Vacation Benefits:** All regularly scheduled part-time employees in the continuous employ of the Employer for one (1) year or more (including Bagger/Carryout and Extra Help employees) shall receive one (1) weeks' vacation with pay. A part-time employee who has completed four (4) years of continuous service with the Employer shall be entitled to two (2) weeks of paid vacation.

All part-time employees eligible for two (2) weeks or more of paid vacation shall be allowed to take up to a maximum of five (5) days of vacation in single day increments.

6.3 **Vacation Pay:**

Full-time vacation pay shall be based on the employee's average hours worked including overtime hours but excluding premium hours (e.g., Sunday and Holidays) during the preceding anniversary year. Any employee who has worked sixteen hundred (1600) hours or more during the preceding anniversary year, shall receive a minimum of forty (40) hours of vacation pay for each week of vacation for which they qualify. Employees voluntarily working a reduced workweek (thirty-two (32) hours) as defined in Section 4.2 (E), shall receive vacation benefits based upon the reduced work week in effect at the time the vacation is taken.

Part-time employees vacation pay shall be computed on the basis of the number of hours per week the employee averaged in the preceding anniversary year, premium hours (e.g., Sundays and Holidays) and overtime hours shall be included for each week of vacation. Vacation pay shall be computed on the basis of their current straight time hourly rate.

If a holiday falls during the employee's vacation, he or she shall receive an extra day of vacation or the equivalent in pay. No employees shall receive money in lieu of vacation. When a Journeyman relieves a Head Meat Cutter for one (1) week or more and performs all Head Meat Cutters duties, he will receive Head Meat Cutter pay.

6.4 Pro-rated Vacations:

Full-time employees shall qualify for a full vacation after working 1,600 hours or more during their anniversary year. If the employee works less than 1,600 hours, the employee shall receive 1/10th of a full vacation for each 160 hours worked for each week of earned vacation.

In determining whether a full-time employee has worked the 1,600 qualifying hours, overtime and premium hours (example Sundays and Holidays) worked shall be counted towards the 1,600 hours.

Except as otherwise agreed to by the Employer and the affected employee based on unique circumstances, vacation for each year must be taken during the twelve (12) months immediately following the year in which earned, or such vacation will be paid out on the anniversary of the employee's date of hire.

6.5 Forfeiture of Vacation and Other Accrued Benefits: Any employee terminated for proven theft or other dishonesty shall forfeit all unpaid vacation, holiday pay, personal days, or other accrued paid time off benefit.

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

No employee may insist on more than two (2) weeks' vacation from May 1 through September 30. These two weeks may be consecutive. Employer may require employees to use accrued vacation time for any absence.

ARTICLE 7: HOLIDAYS

7.1 General: No employee shall be required or permitted to work on any of the named legal holidays as defined below, except as provided in Section 7.1a:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

In addition, full-time employees will receive two (2) personal holidays earned on their anniversary date of employment, to be observed on a mutually agreeable day. Part-time employees (excluding courtesy and custodial employees) will receive one (1) personal holiday earned on their anniversary date of employment, to be observed on a mutually agreeable day. Part-time employees (excluding courtesy and custodial employees) who have completed four (4) years of continuous service with the employer shall be entitled to two (2) personal holidays.
When a holiday falls within a workweek (Monday through Saturday), the workweek for a full-time employee shall be thirty-two (32) hours.

When a holiday falls on a Sunday (other than Christmas) the workweek (Monday through Saturday) for full-time employees for the week following the holiday, will be thirty-two (32) hours.

Hours worked by full-time employees which exceed the prescribed workweek as defined in this Section, shall be paid at time and one-half (1½) the employee's regular rate of pay. These overtime provision shall not apply to an employee working a holiday in accordance with Section 7.1a of this Agreement.

a. **New Year's Day - Memorial Day - Independence Day - Labor Day - Thanksgiving Day:** Employers who desire may operate their stores on these holidays. The store will be allowed to be open for operation on Thanksgiving Day if the trade area competition is open (Wal-Mart, Super Target, Costco, Aldi).

New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day holidays shall be paid at straight time for all hours worked up to eight (8) hours.

It is agreed that regular employees shall have the first opportunity for work on the holidays that stores may be open for business. In the event that there are not sufficient volunteers in the classifications needed, management will fill the openings by reverse seniority. No employee will be disciplined for refusing to work on a holiday except the junior employee in the classification needed to fill the store's staffing requirements. The employer shall select the classification (full-time / part-time) in each department that works on holidays.

When a full-time employee works on these holidays, it will not be considered as working under the overtime provisions outlined in Section 3.1. Employees working on a holiday shall also receive holiday pay, if qualified, based on the provision outlined in Section 7.3 of this Article.

Employees working these holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a personal holiday subject to the same terms and conditions of personal holidays as outlined in Article 7.1. Holidays are to be taken during the following year (365 days) on a mutually agreeable date.

b. **Christmas Day:** All markets shall be closed. It is further agreed that all markets shall be closed by 4:00 p.m. Christmas Eve. The basic workweek for full-time employees shall be thirty-two (32) hours for employees scheduled eight (8) hour days.

7.2 Full-time employees shall receive eight (8) hours of straight time pay for each of the listed holidays not worked.

All part-time employees (excluding courtesy and custodial employees) who are regularly scheduled to work any time from Monday through Friday, shall receive four (4) hours at their regular rate of pay for all holidays as outlined in this Section.

7.3 **Holiday Qualifications:** Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. Part-time employees, including Extra Help

employees, will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness or injury. If the employee does not meet these requirements, he/she will not be eligible for holiday pay.

ARTICLE 8: HEALTH AND WELFARE

8.1 **Contributions:** The Employer agrees to continue to pay to the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any full-time employee who has worked thirty (30) or more hours per week, exclusive of hours worked on Sundays or Holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any part-time employee, excluding courtesy and custodial, working less than thirty-two (32) hours per week exclusive of hours paid for and/or worked on Sundays and Holidays. Such Trust Fund is jointly administered, is 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 form of insurance now in practice.

8.2 **The Schedule of Contributions is as follows:**

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

Full-time employees:	$217.20 per week
Part-time employees:	$113.99 per week

Effective December 8, 2019:	Full-time Employees:	$234.48 per week
	Part-time Employees:	$117.76 per week
Effective December 6, 2020:	Full-time Employees:	$253.26 per week
	Part-time Employees:	$127.32 per week

8.2A Effective December 9, 2018 Employees will be required to make contributions to their Health & Welfare as follows:

Full-time: $20.00 per week

Part-time: $5.00 per week

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

Full-time: $20.00 per week

Part-time: $10.00 per week

The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions. In the event that an employee should "opt out" of coverage, then there will be no employer or employee contribution due on their behalf. Part-time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the Employer paid part-time contributions and the full-time contributions as set forth in Article 8(D).

8.3 The Employer shall not be required to pay the weekly health and welfare contribution for part-time employees with less than five (5) years of service with the same employer, when said part-time employees are on a paid vacation.

8.4 Part-time Eligibility Restrictions. Any part-time employee hired on or after December 7, 2014 averaging less than 30 hours per week, Sunday through Saturday, as calculated under the Affordable Care Act rules as adopted by the Employer, shall not be eligible for health care benefits unless such employee averages 30 hours or more per week after December 7, 2014 as calculated under the Affordable Care Act rules as adopted by the Employer. Part-time employee on the payroll on December 7, 2014 who averaged less than 24 hours per week, Sunday through Saturday, from December 1, 2013 through November 29, 2014 (the "Look Back Period") shall not be eligible for health care benefits unless such employee averages 30 hours or more per week after November 29, 2014 as calculated under the Affordable Care Act rules as adopted by the Employer.

8.5 In no case shall there be more than fifty-two (52) weeks of contributions in any anniversary year on behalf of any employee (as in the case where an employee chooses to work and take pay in lieu of earned vacation.

8.6 **Benefit Program:** The program benefits of this plan are as agreed to between the Employer and the Union and will be maintained for the life of this Labor Agreement at no cost to the Employee. Any amount of increased contributions, if any, shall be determined by a majority vote of the Board of Trustees who administers the Health and Welfare Fund. Benefits may be modified by mutual agreement of the board of trustees.

8.7 The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.

ARTICLE 9: PENSION

(A) The Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Legacy Plan) will be frozen for all accrued benefits after February 28, 2019. Existing Legacy Plan participants will continue to earn vesting service and credited service for benefit eligibility purposes pursuant to the terms of this Article.

(B) The Employer and Union agree to a Rehabilitation Plan for the Legacy Plan that requires contributions to increase by 2.8% effective March 3, 2019, 2.8% effective March 2, 2020 and 3.0% effective March 1, 2021. The Employer shall continue to make contributions to the Legacy Plan for all active employees in classifications for whom they have previously made contributions to the Legacy Plan and for future active newly hired employees (who are in classifications for whom contributions have been made under the Legacy Plan pursuant to the prior CBA) who are participants in the Variable Annuity Plan (VAP) Plan. In addition, the 30 year and out pension benefit will be eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after February 28, 2019. Specifically, the employer contribution rates to the Legacy Plan will increase according to the following schedule:

Pre-March 3, 2019 Contribution Rates	Effective March 3, 2019	Effective March 2, 2020	Effective March 1, 2021
Full-time: $129.40 per week	$136.74	$140.57	$144.79
Part-time: $42.20 per week	$44.59	$45.84	$47.22

The Full-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above for each week when such employee has worked thirty-two (32) or more hours excluding hours worked on Sundays and holidays, except for floating and banked holidays.

The Part-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above (excluding retirees who are receiving a UFCW Local 663 pension, Courtesy and Custodial, and extra employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).

(C) Active employees with 30 years of service as of February 28, 2019, are a protected group, and will not be affected by the elimination of the 30 and out benefit in Paragraph (C) above.

(D) The Employer and Union agree to establish a Variable Annuity Plan (VAP Plan) for future service benefits effective January 1, 2019. Employers will make contributions to the VAP Plan for all current active employees and future active newly hired employees in classifications for whom contributions have been made under the prior CBA. The following Employer contribution rates will be made to the VAP Plan effective January 1, 2019:

Weekly Contribution Rates	**Effective January 1, 2019**	**Effective January 1, 2020**	**Effective January 1, 2021**
Full-time:	$40.33	$43.82	$49.06
Part time:	$15.51	$16.65	$18.36

(E) All current active and future active employees (excluding Courtesy/Clean Team, Extra Employees, and Retirees who are receiving a Legacy Plan pension) are eligible for coverage under the VAP Plan. All current active eligible employees will bridge their vesting service between the Legacy Plan and the VAP Plan.

In the event that a part-time employee, on whose behalf a Legacy pension contribution was being made, retires, quits, or is terminated and is not replaced, then the Employer will pay a contribution on behalf of the most senior non-pension benefitted part-time employee at the part-time rate in Paragraph (C) above. The intent of this provision is to maintain Legacy pension funding for the life of this contract. This provision will not be applicable however in the event of a store closure.

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

	Effective January 1, 2019	Effective January 1, 2020	Effective January 1, 2021
VAP Accrual Rate	$26.25	$28.75	$32.50

The service and vesting provisions of the VAP Plan will be the same as the Legacy Plan. The death benefit and disability benefits of the VAP Plan will be the same as the Legacy Plan. The forms of retirement benefit options of the VAP Plan will be the same as the Legacy Plan.

(G) The Normal Retirement Age of the VAP Plan will be age 65. Eligibility for Early Retirement will be the same as the Legacy Plan with benefits reduced 6.0% per year for each year of retirement commencement prior to Normal Retirement Age. For example, if a pension-eligible employee retires at age 61, the employee's pension benefit shall be reduced by 24% ((retirement commenced 4 years prior to age 65) x 6% reduction per year).

(H) All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance benchmarked to a hurdle rate of 5.5%.

(I) Annual increases in accrued benefits will be capped at 3.0% above the hurdle rate. Any surplus increase in fund revenue based on investment performance above the 3.0% capped annual benefit adjustment will be allocated to a Stabilization Reserve. The purpose of the Stabilization Reserve is to support the maintenance of accrued benefits (for both actives and retirees) in years in which the investment return is less than the hurdle rate and which would normally cause a decrease in the accrued benefit. The Stabilization Reserve will be governed by the board of trustees of the VAP Plan according to the intent of this paragraph. The Stabilization Reserve of the VAP Plan will be pre-funded by reallocating funds from the Legacy Plan Contributions based on the following schedule (this reallocation of contributions requires that the Legacy Plan Rehabilitation Plan contribution increases will be 3.0% for years 4-10 of the Rehabilitation Plan according to the Plan Actuary):

Effective with the January 2019 Employer Contribution Payment	A $350,000 contribution will be made to the VAP Plan Stabilization Reserve
Effective with the January 2020 Employer Contribution Payment	A $350,000 contribution will be made to the VAP Plan Stabilization Reserve
Effective with the January 2021 Employer Contribution Payment	A $350,000 contribution will be made to the VAP Plan Stabilization Reserve

(J) Upon retirement, employees eligible for pension benefits pursuant to the VAP Plan will have the option to choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2)

their retirement benefits will continue to vary annually based on investment performance. For employees who leave their employment for any reason prior to retirement, the accrued benefits will remain variable until retirement, at which point the employee may choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance.

(K) The Employer may withdraw, without further bargaining, from the Legacy Plan during the term of this Agreement and pay its allocated withdrawal liability, as long as it continues to participate in the VAP Plan and pay the VAP Plan contributions pursuant to the terms of the collective bargaining agreement.

ARTICLE 10: BEREAVEMENT

All full-time and part-time employees on the seniority list shall be entitled to bereavement pay according to the following:

-- A maximum of four (4) days of leave with pay in the event of a death of a spouse, child, or parent.

-- 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, grandparent, or stepchild.

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

Extra Help part-time employees will be eligible for bereavement pay for time lost if scheduled to work if they have completed ninety (90) calendar days of employment.

ARTICLE 11: JURY DUTY

Jury Duty Clause: The Employer shall grant to all full-time and part-time employees who have completed their probationary period and who are required to serve on petit jury the difference between the Employee's regular straight-time hourly rate of pay and any jury fee paid to the employee to a maximum of five (5) days per calendar year and up to a maximum of eight (8) hours per day. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. Normally scheduled work hours 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 a part of a day during any period of jury service, he/she is to report to his/her store for the remainder of his/her normally scheduled work shift.

Extra Help part-time employees will be eligible for jury duty pay for time lost if scheduled to work if they have completed ninety (90) calendar days of employment.

ARTICLE 12: LEAVE OF ABSENCE

12.1 **General:** The Employer may grant employees a personal leave of absence of 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 the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

12.2 **Accident, Injury, Pregnancy or Sickness Leave:** In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic Leave of Absence shall be granted for the period they are medically judged unable to work up to a period of one (1) year.

The employee must be able to pass a physical examination upon return to work, if requested.

The employee shall advise their Supervisor of their intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.

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

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

Leave of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) weeks' notice (except Union emergencies), stating the starting and ending time for such leave. The Employer shall not be required to give a leave for more than one (1) employee from each store.

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

12.4 **Special Project Union Representative (S.P.U.R.) Leave:** The Union and the Employer may agree to a leave of absence for an employee to temporarily work for the Union, which leave will be determined by mutual agreement of the parties.

12.5 **Victim, Witness, and Domestic Abuse Leave:** The Employer will provide reasonable time off for an Employee's appearance, under subpoena, to testify on behalf of a victim of alleged domestic abuse or where an Employee is a victim of alleged domestic abuse. Employees who are victims of alleged domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a straining order or protective order. The employees may use accrued paid time off for this leave.

12.6 **Family and Medical Leave Act:** The Family and Medical Leave Act (FMLA) is a United States labor law requiring covered employers to provide eligible employees with job-protected, unpaid leave for qualified medical and family reasons. FMLA is posted in all stores (where FMLA applies) so that you know your rights.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 **Tools and Clothing:** The Employer shall furnish and launder uniforms and tools at no cost to the employee. In the event drip-dry uniforms are used, the employee will launder his or her own uniform provided they are supplied a minimum of two (2) per week.

13.2 **Store Meetings:** Quarterly meetings may be scheduled by the Employer with employees being guaranteed a minimum of one (1) hour's pay or length of meeting, whichever is greater, for attending such meetings. The Employer will post a notice of the store meeting forty-eight (48) hours in advance.

13.3 **Non-Discrimination Clause:** The Employer and the Union agree that no employee will be discriminated against in violation of state and federal law. The Employer, Union, and employees agree that when dealing with each other, they will use all reasonable efforts to conscientiously regard and respect each others' feelings and self-esteem.

13.4 **Drug/Alcohol Testing:** The Employer specifically retains the right to establish a fair and reasonable drug and alcohol testing policy in conformance with state and federal law. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this **contract.**

13.5 **ABC Club:** The Employer agrees to deduct amounts designated by Employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local 663 in the same manner as the Union dues.

ARTICLE 14: WAGES AND GENERAL CONDITIONS

14.1 **Classifications and Wage Rates:** The classification and the minimum hourly rates of pay for the employees covered by this Labor Agreement shall be contained in Appendix "A" - Rates of Pay attached.

14.2 **New Employees or New Promoted Employees:** The rate of pay for newly hired Meat Department employees shall be based on length of service. Length of service shall be computed as that served by the employee with the undersigned Employer or served as a member of District Local 663. The rate of pay for other full-time employees newly hired or promoted may be the starting rate for their appropriate classification. Previous part-time service within the past five (5) years will be recognized only if re-employed by the same employer, excluding extra employees as defined in Section 16.2.

14.3 **A full-time employee** who assumes the department head duties, and performs all such duties, for a period in excess of three weeks shall be paid a premium of .20¢ per hour for all such hours worked starting with the third week. A part-time employee utilized in a department head position for a period in excess of three (3) weeks shall be paid .20¢ per hour above the appropriate starting full-time rate of pay for all such hours worked starting with the third week.

14.4 **A part-time employee**, who works thirty-two (32) hours or more during any workweek, (with written authorization), excluding hours worked on Sundays and Holidays shall be paid the starting full-time hourly rate of pay for that week. When the part-time employee's hours drop back below thirty-two (32) hours per week, his or her rate of pay shall also revert back to the appropriate part-time rate of pay.

14.5 **Food Handler's** work includes stocking and displaying of all pre-processed, fresh, frozen and smoked, meat, poultry and fish, and the storage of all the above-mentioned products. These

employees shall not be allowed to work in the meat department except as provided in Article 14, 14.7i Meat Department Clean-up Duties, of this Agreement.

No food handler shall perform this work as long as any full-time meat department employee hired before December 14, 1998 is on layoff without offering this work to the employee who is on layoff who could perform this work at their normal rate of pay.

14.6 **Full-Service Meat Case:** It is agreed that stores having a full-service meat case shall have the ability to utilize deli employees to sell out of and restock the full-service meat case, provided that a meat department employee has performed the initial filling of the case each day.

14.7 **Duties of courtesy and custodial employees** in addition to bagging and carrying out (this does not include any shelf stocking or counter work) shall include and be limited to the following except as the parties may mutually agree:

a. Gathering trash and litter, maintaining floors in the entire grocery area, and cleaning the entire rest rooms.

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

c. Courtesy employees shall also be permitted to sweep sidewalks, shovel snow, pick up litter in the parking lot, mow lawns or do such other work outside of the store as required to maintain a more appealing appearance.

d. Bagging Ice.

e. Facing.

f. May perform general clean-up and scullery work only in the bakery area.

g. Shall be limited to clean-up duties within the meat department. Such duties shall include disposal of debris, boxes, wrappings, etc., cleaning of floors, walls, coolers and benches and cases. May clean tools and equipment, provided power equipment has been disconnected and disassembled.

h. Minimum schedule of fourteen (14) hours per week.

The above are the limited duties allowable at that rate of pay. Employees who perform restricted duties shall be paid the starting rate for the next higher job classification in their department for the entire week.

14.8 **Maintenance of Rates:** Those employees who are being paid the full-time progression hourly rate of pay at the time this Agreement is ratified shall not be reduced in hours or wages in an effect to defeat the intent and purpose of this provision.

14.9 **Minimum Rates of Pay:** During the life of this Agreement the minimum rates of pay shall be maintained at the Federal Minimum Wage. Changes in the Federal Minimum Wage shall result in corresponding changes in this Agreement's minimum rates.

ARTICLE 15: SUNDAY CLAUSE

These conditions are in addition to the regular contract work, pay and conditions clauses contained herein.

a. It is agreed that regular employees shall have the first opportunity for work on Sundays that stores are open for business. This may be done only if said employees are willing to work for six months at a time. In the event there are not sufficient volunteers in the classifications needed, management will fill the openings by reverse seniority. No employee will be disciplined for refusing to work on a Sunday except for the junior employees in the classification needed to fill the stores staffing requirements.

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

c. Employer shall select the classification (Full-time, Part-time) in each department that works on Sundays.

d. Because Easter Sunday is not a recognized holiday under the terms of this Agreement, stores may be open for business on Easter Sunday and the above conditions shall apply.

ARTICLE 16: WAIVERS

16.1 **Summer Waivers:** In the event that a part-time employee is advanced to full-time status during the period of the first day in April through the month of October, such employee will sign a waiver guaranteeing him or her the beginning full-time rate or twenty-five cents (25¢) /hour over the employee's regular rate, whichever is higher, for the duration of the waiver and a minimum of forty (40) hours per week. A copy of this waiver will be forwarded to the Union prior to an employee advancing to full-time status. During the period an employee is on summer waiver, he or she will not accrue any full-time benefits other than rate. Employees to be selected for summer

waiver jobs must have a minimum of three (3) months employment with the Employer or as a member of the Union, if available. Irrespective of their seniority, part-time employees will have preference for summer waiver openings on a single store basis.

16.2 Extra Employees (Part time)

a. **Status/Notice:** Extra employees may be employed in the grocery, deli and bakery departments during the period of time between the first day in January and through December 31 each year. During this period these employees shall not have any seniority rights. The employer may renew the employment of some or all of the extra employees for additional one (1) year terms by notifying the union in writing of such renewal. The renewal notice must be sent to the union during the period commencing January 1 and ending on January 31 of any year. If the employer does not provide timely written notice of the extension to the union and the extra employees continue employment beyond January 31, they shall thereafter be eligible for all fringe benefits and their seniority date for all purposes under this Agreement shall be their last date of hire. In order for a company to utilize (part-time) extra employees in the grocery, deli and bakery departments, there shall be no layoffs or reductions in the grocery, deli and bakery departments.

b. Extra Help employees may qualify for the following fringe benefits:
   - Vacation – Article 6
   - Bereavement – Article 10
   - Jury Duty – Article 11
   - Holiday Pay – Article 7

16.3 Part-time Holiday Waiver: The employer may work part-time employees, offered by seniority, up to 40 hours of work during the weeks of and/or the week prior to major holidays as listed in 7.1 (excluding personal holiday). Weeks, for purposes of this section, shall be as defined in 3.1. Scheduling under this provision shall be done on a weekly basis, subject to the individual needs of the store. Employees working under this provision shall be paid the beginning full-time rate only, and part-time benefits.

ARTICLE 17: SEPARABILITY AND SAVINGS

17.1 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 the 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.

17.2 **Industry Clause:** No terms or conditions more favorable shall be granted to any segment of the industry unless the undersigned has the same privilege.

ARTICLE 18: MANAGEMENT RIGHTS

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

ARTICLE 19: DURATION AND TERM OF AGREEMENT

This Agreement shall become effective and remain in full force and effect from **December 9, 2018**, up to and including **December 4, 2021**, and shall continue in full force and effect thereafter from year to year unless either party shall have given sixty (60) days written notice to the other party prior to the annual expiration date of its desire to change or modify the Agreement. Furthermore, it is agreed that this Agreement shall remain in full force and effect until superseded by succeeding Agreement.

Accepted for the Employer:

Company: Baxter Cub Foods
Brainerd Cub Foods

By: _____ 1-21-19
Chris Quisberg, President Date

Accepted for the Union:

United Food & Commercial Workers Union, District Local 663

By: _____ 1-11-2019
Matthew Utecht, President Date

Appendix A: Rates of Pay

MEAT DEPARTMENT

	12/9/18	12/8/19	12/6/20
Head Meat Cutter	23.14	23.54	23.99
Journeyman	22.09	22.49	22.94

Apprentices

First Year	10.95	10.95	10.95
Second Year	11.69	11.69	11.69
Third Year	13.64	13.64	13.64
Fourth Year	17.00	17.00	17.00
Thereafter, Journeyman	22.09	22.49	22.94

Wrappers

0-1040 hours	10.30	10.30	10.30
1041-2080 hours	11.50	11.50	11.50
2181-4160 hours	12.70	12.70	12.70
4161-6240 hours	13.90	13.90	13.90
6241-8320 hours	15.10	15.10	15.10
8321 hours +	16.25	16.25	16.25
Over top scale			

GROCERY / BAKERY/ DELI DEPARTMENTS

Department Heads (where designated)	12/9/18	12/8/19	12/6/20
Assistant Manager	22.31	22.71	23.16
Produce Manager	22.31	22.71	23.16
Frozen Food/Dairy Manager	22.31	22.71	23.16
Head Cashier/Bookkeeper	22.31	22.71	23.16
Deli Manager	22.31	22.71	23.16
Bakery Manager	22.31	22.71	23.16

Full-Time Grocery/Bakery/Deli			
Start	11.51	11.51	11.51
After one year	13.07	13.07	13.07
After two years	14.63	14.63	14.63
After three years	16.19	16.19	16.19
After four years	17.75	17.75	17.75
After five years	19.31	19.31	19.31
After six years	20.86	21.26	21.71
Over top scale**	+0.40	+0.40	+0.45

Full-Time Bakery Apprentice	12/9/18	12/8/19	12/6/20
Start	11.51	11.51	11.51
After one years	12.11	12.11	12.11
After two years	13.77	13.77	13.77
After three years	15.32	15.32	15.32
After four years	17.22	17.22	17.22
After five years	19.12	19.12	19.12

Part-Time Grocery/ Bakery/Deli	12/9/18	12/8/19	12/6/20
0-1041	10.00	10.00	10.00
1041-2080 hours	10.25	10.25	10.25
2081-3120 hours	10.50	10.50	10.50
3121-4160 hours	10.75	10.75	10.75
4161-4640 hours	11.00	11.00	11.00
4641-5200 hours	12.61	12.61	12.61
5201 hours +	12.86	13.11	13.36
Over top scale	+0.25	+0.25	+0.25

Part-Time	12/9/18	12/8/19	12/6/20
Bagger, Carryout, Custodial, General Cleanup	9.86	9.86	9.86
Over top scale	$0.25	$0.10	0.10

Effective 12/8/19 rates shall be not less than 20 cents/hour over applicable minimum wage.

Youth Wage – (Under 18 Years Old)	8.04	8.04	8.04

Effective 12/8/19 rates shall be not less than 20 cents/hour over applicable minimum wage.

Extra Help:

Extra Help (Grocery, Bakery, Deli)	12/9/18	12/8/19	12/6/20
0-1200 hours	10.00	10.00	10.00
1201-1800 hours	10.25	10.25	10.25
1801-2400 hours	10.50	10.50	10.50
2401 -3000 hours	10.75	10.75	10.75
3001-3600 hours	11.00	11.00	11.00
3601-4000 hours	11.25	11.25	11.25
4001-4600 hours	11.50	11.50	11.50
4601-5200	11.75	11.75	11.75
5201 hours +	12.11	12.11	12.11
Over top scale	+0.25	+0.25	+0.25

Letter of Addendum

It is hereby agreed by and between UFCW Local 663 and Baxter Cub Foods and Brainerd Cub Foods, that in the Pharmacy Department in the Baxter and the Brainerd Cub Foods stores the existing bargaining agreement shall be in full force and effect with the following clarifications:

1. Employees in the Pharmacy Department will have a separate seniority classification.
2. Rates of pay will follow the schedule in this Addendum.
3. Duties performed by pharmacy employees shall consist of marking, stocking, and displaying of all drug and healthcare items related directly to pharmacy sales, also, assisting the pharmacist and the operating of the cash register.
4. Full-time pharmacy employees will work in pharmacy only and there will be no interchanging of duties in other classifications. Part-time food handlers may assist in the pharmacy, making sure full-time pharmacy employees suffer no reduction of hours.
5. The Employer shall reimburse its Pharmacy Technician employees for costs incurred in paying registration fees required for the performance of their duties in the store pharmacy. The Employer agrees to provide for certification of certain employees within the Pharmacy Technician classification on the following basis:

Upon successful completion of the certification examination, the employee's application/examination fee and the cost expended for necessary training materials will be reimbursed by the Employer. Only one examination fee will be reimbursed per employee. Full-time and part-time employees who obtain certification, effective December 7, 2014, will receive an hourly "certification premium" in the amount of one dollar and fifty cents ($1.50) per hour as reflected in the certified pharmacy technician wage progression for as long as the employee remains certified, for all hours worked in the pharmacy. Fees required to be expended by the employee to obtain recertification will be reimbursed by the Employer if recertification is obtained. The fees paid by the employee for attending continuing education courses required for renewal of certification will be reimbursed by the Employer if recertification is obtained. The Employer reserves the right to approve in advance the numbers of those employees who obtain certification at its expense, together with the accompanying premium pay.

Signed this 21st day of January 2019.

ACCEPTED FOR THE EMPLOYER:

By: _____
Chris Quisberg, President

ACCEPTED FOR THE UNION:

By: _____
Matthew Utecht, President
United Food and Commercial Workers Union, District Local Union 663

Non-Certified and Certified Technicians Part-Time Rates of Pay

Non-Certified Technicians: Part-Time Rates of Pay	Effective 12/9/2018	Effective 12/8/2019	Effective 12/6/2020
Starting	$10.00	$10.00	$10.00
6 Months	$10.15	$10.15	$10.15
1 Year	$10.30	$10.30	$10.30
2 Years	$11.30	$11.55	$11.80

Certified Technicians: Part-Time Rates of Pay	Effective 12/9/2018	Effective 12/8/2019	Effective 12/6/2020
Starting	$11.50	$11.50	$11.50
6 Months	$12.00	$12.00	$12.00
1 Year	$12.50	$12.50	$12.50
2 Years	$13.00	$13.00	$13.00
3 Years	$14.46	$14.71	$14.96

Full-Time Pharmacy			
Start	11.51	11.51	11.51
After one year	13.07	13.07	13.07
After two years	14.63	14.63	14.63
After three years	16.19	16.19	16.19
After four years	17.75	17.75	17.75
After five years	19.31	19.31	19.31
After six years	20.86	21.26	21.71
Over top scale**	+0.40	+0.40	+0.45