

**CONTRACT AGREEMENT
BETWEEN
MINNEAPOLIS UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 663**

AND

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

**OCTOBER 7, 2018
THROUGH
OCTOBER 2, 2021**

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ARTICLES OF AGREEMENT

MINNESOTA MEAT MASTERS CONTRACT

Between Jerry's Enterprises, Inc. and Minneapolis UFCW Local 663

Preamble

This Agreement is made and entered into this _____ day of _____, 2018, by and between Jerry's Enterprises, Inc., dba Minnesota Meat Masters, hereinafter referred to as the "Employer," its lessees, successors and assigns, and the United Food and Commercial Workers Union, District Local 663, and Food Handlers Division of District Local 663, Section A, Minneapolis, Minnesota and vicinity hereinafter referred to as the "Union."

Whereas, the Employer and the Union each represents that the purpose and intent of the Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between the Union and the Employer, and to set forth, herein, the basic agreements covering rates of pay, hours of work and conditions of employment.

The Employer agrees that workers are the Employer's most valuable resource. The Employer therefore agrees that when dealing with workers, its managers and supervisors will consciously respect workers.

Article 1: Union Security

Section 1.1 Recognition: The Union is recognized as the sole and exclusive bargaining agent for all Minnesota Meat Masters employees of the Employer located at 800 Norway Drive East, Annandale, Minnesota 55302 and covered under Article 5 of this Agreement.

1.2 Union Shop: All present employees who are members of the Local Union on the effective date of this Agreement, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Local Union as a condition of employment on or after the sixty-first (61st) day following the effective date of this Agreement or on and after the sixty-first (61st) day following the beginning date of

their employment, whichever is later.

"Good Standing" is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his/her membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his/her delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union.

Section 1.3 Check-Off: The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a monthly basis and will be transmitted to the Union within ten (10) days after such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.

The Union shall indemnify and hold the Employer harmless against any and all such claims, demands, suits, or other forms of liability that shall arise out of any of the monies deducted and forwarded by the Employer to the Union in reliance upon employee deduction authorization cards submitted to the Employer, or in the event that the Employer removes an employee from his/her job upon notification from the Union to do so.

The Employer agrees to deduct contributions to the United Food and Commercial Workers International Union Active Ballot Club (ABC) Political Action Committee from the paychecks of all workers who sign political check off forms. The Employer agrees to deduct contributions from a worker's paycheck beginning the first payroll period after the Union provides the Employer with a check-off form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their check-off authorization. The Employer agrees to forward all contributions to the Union within ten (10) days of the date the Employer deducts the contributions.

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

Article 2: Bargaining Unit

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

Article 2: Hours of Work

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

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

2.2 Overtime: All work performed by any employee over forty (40) hours per week will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. All employees will receive double time for work on the seventh day.

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

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

Article 3: Holidays

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

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

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

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

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

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

Article 4: Vacation

4.1 All employees will receive one (1) week of vacation after one (1) year of service, two (2) weeks of vacation after two (2) years of service, three (3) weeks of vacation after six (6) years of service, and four (4) weeks of vacation after sixteen (16) years of service.

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

Article 5: Wages and General Conditions

Part-Time Clerks	Wage Rate
Start	\$10.50
Year 1	\$11.00
Year 2	\$11.50

Full-Time Clerks

Years	10/7/2018	10/6/2019	10/4/2020
0-1	\$13.75	\$13.75	\$13.75
1	\$14.25	\$14.25	\$14.25
2	\$14.75	\$14.75	\$14.75
3	\$15.50	\$15.50	\$15.50
4	\$16.00	\$16.00	\$16.00
5	\$18.00	\$18.00	\$18.00
6	\$19.25	\$19.75	\$20.25

Sausage Department Manager	Wage Rate 10/7/2018	Wage Rate 10/6/2019	Wage Rate 10/4/2020
	\$23.05	\$23.55	\$24.05

General Conditions

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

5.2 No employee shall be required to pay for linens, dry cleaning, smocks, uniforms or be required to furnish tools. When drip dry uniforms are furnished, the employee shall launder them.

5.3 The Employer will comply with any local, state, or federal regulations relative to the temperatures in the production rooms.

Article 6: Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency and use of illegal controlled substance(s) (drugs) will be considered as causes for dismissal. Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.

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 allowed to include their own written accounts and rebuttals to all Employer-generated documents in their personnel file. The Employer 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 Employer fails to

provide the notice within forty-eight (48) hours, in order to remedy the delay, the timeline for the grievance procedure will begin when the Union is notified of the suspension or discharge.

Article 7: Shop Steward

The Employer shall recognize one (1) Shop Steward appointed by the Union in each retail establishment. However, the performance of his/her duties shall not reasonably affect his/her work and shall not interfere with the operation of the business.

Article 8: Picket Line Clause

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

Article 9: Bereavement

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

- A maximum of four (4) days of leave with pay in the event of a death of a spouse, parent, child, stepchild or domestic partner.
- A maximum of two (2) days of leave with pay in the event of a death of a brother, sister, mother-in-law or father-in-law.
- One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.

A "domestic partner" is a person who:

1. Is in a committed and mutually exclusive relationship and who is jointly responsible for the other domestic partner's welfare and financial obligations;
2. Resides with the domestic partner in the same principle residence and intends to do so permanently;
3. Is at least eighteen (18) years of age and unmarried;
4. Is not a blood relative of the other domestic partner; and
5. Has been in the relationship with the domestic partner for one year prior to the date on which the person seeks bereavement leave benefits under this Article.

Article 10: Jury Duty

The Employer shall grant to regular full-time and regular part-time employees who are required to serve on petit jury the difference between the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly

rate of pay, and any jury fee paid to the employee. In the case of regular part-time employees such payment shall be due only for the employee's scheduled hours of work missed as a result of jury service. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this agreement. When an employee is released for a day or part of a day during any period of jury service, he/she is to report to his or her place of employment.

Article 11: Leaves of Absence

FMLA: All State and Federal guidelines shall apply.

Personal Leave: The Employer may grant a leave of absence up to six (6) months. An employee desiring a personal leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of the same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not the employee shall be granted a leave of absence.

Union Leave: An employee with at least one (1) year of seniority, who is elected or appointed to a full-time Union office, shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year. Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union. Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies), stating the starting and ending time for such leave.

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

Military Leave: The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for any applicable federal or state law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority.

Such employees will not be required to use their vacation time for such purposes.

Victim or Witness Leave: An Employee who is a victim or witness, who is

subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off.

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

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

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

The Employer may require verification of the need for these types of leave.

SPUR (Special Project Union Representative) Leave: A leave of absence will be provided for a period of time, by mutual agreement between the Union and Employer, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a 30-day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health & Welfare and retirement programs as provided by the agreement during this leave of absence. The Employer would provide this leave without loss of seniority.

Medical Leave: In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that the employee is judged by a certified medical authority to be physically unable to work, up to a maximum leave not to exceed one (1) year.

The Employer reserves the right to require certification by a medical authority of an employee's physical capability of returning to work.

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

Return From Leave: Employees on vacation or leave of absence will be permitted

to return to the store where they were employed immediately prior to the leave of absence; provided, however, that the employee returns to the store within six (6) months from the date the leave commences and further provided that the employee has enough accumulated seniority to return to said store. If the leave is in excess of six (6) months, the parties will then meet to determine if the employee can feasibly be returned to said store. Employees on leave of absence in excess of thirty (30) calendar days shall give their Employer a minimum of two (2) weeks' notice of their intention to return to work.

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

Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act (FMLA). The FMLA is a United States labor law requiring covered employers to provide employees with job-protected, unpaid leave for qualified medical and family reasons.

Article 12: Visitation

The business representatives of the Union shall be admitted to the workrooms at all times employees of the bargaining unit are at work to collect union dues and to satisfy himself/herself that the terms of the contract are being complied with. It is understood, however, that the business representative will make his/her presence known to the store manager or his representatives.

The Employer agrees that a Union Business Agent, employed by the Union, may attend new hire orientations to discuss the benefits under this Agreement and of Union membership. The Employer will provide the Union Business Agent with privacy for this orientation period. The Union Business Agent can pick up the Union Applications during the orientation period. The Employer agrees a Union Business Agent may take the orientee off the plant floor for fifteen (15) minutes for the purposes of Union orientation.

Article 13: Non-Discrimination Clause

The Employer and the Union agree that no employee, after hire, will be unlawfully discriminated against because of race, color, creed, religion, ancestry, gender identity, national origin, sex, sexual orientation, disability, age, pregnancy, marital status, veteran status, criminal record, status with regard to public assistance, membership or activity in a local commission, or union activity.

Article 14: Employer-Provided Benefits

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

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

Contract Year 1	\$1.75 per hour
Contract Year 2	\$2.00 per hour

The "Defined Contribution Plan" will be administered by the Employer. The Employer will provide a Defined Contribution Plan update two (2) times per year with the first update provided no later than December 31, 2018.

14.2 401(k) Plan For all employees working one thousand (1,000) hours or more in a calendar year, the Employer will also establish, after one (1) year (starting in October 2012), a 401(k) plan to which employees may make pretax contributions.

Article 15: Health and Welfare

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

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

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

15.4 The schedule of contributions is as follows:

Employer – October 7, 2018 through October 5, 2019

Full-time employees	\$237.20 per week
Part-time employees	\$ 118.99 per week

Effective October 6, 2019 through October 3, 2020

<u>Employer</u> – Full-time	\$254.48 per week
Part-time	\$127.76 per week

Effective October 4, 2020 through October 2, 2021

Employer - Full-time	\$273.26 per week
Part-time	\$137.32

Effective October 7, 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
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Effective October 6, 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
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The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pretax plan for employee contributions. In the event that an employee should opt out of coverage, then there will be no employer nor employee contribution due on their behalf.

Article 16: Arbitration

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

16.2 Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Bureau of Mediation, State of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrator will be selected. The panel of five (5) arbitrators furnished by the State Bureau of Mediation will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

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

16.4 There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

16.5 Failure to comply with the time limits set forth in Steps 1, 2, and 3 below may result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

1. The complaint must be registered in writing within the specified time limits of the particular type of grievance.
2. If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a Panel from the Bureau of Mediation, State of Minnesota.
3. The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the arbitrator is not available within such period.

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

Article 17: Seniority

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

Article 18: Union Market Card

It is agreed that a Union Market Card shall be issued to the Employer for display in a conspicuous place, in conjunction with the execution of this Agreement. Said Union Market Card is the property of the United Food and Commercial Workers Union, District Local 663. In the event of the violation of any term or provision of this Agreement by the Employer, the Union shall have the right to remove said Union Market Card from the premises.

Article 19: Linens, Dry Cleaning and Tools

No employee shall be required to pay for linens, dry cleaning, smocks, uniforms or be

required to furnish tools. When drip dry uniforms are furnished, the employee shall launder them.

Article 20: Bulletin Boards

The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

The Employer will establish and post 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 employee.

Article 21: Injury on the Job

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, PROVIDED A CALL TO THE EMPLOYER IS MADE IMMEDIATELY FROM THE DOCTOR'S OFFICE BY THE DOCTOR'S PERSONNEL NOTIFYING THEM OF THE EXTENT OF THE INJURY. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than three (3) eight (8) hour straight time days at a time.

If the employee receives Workers' Compensation, which includes the last two (2) of the three (3) day period, the Employer shall be reimbursed by the employee by the amount of such compensation received.

Article 22: Safety and Plant Security

The Employer will establish and publish a written policy setting out its guidelines for employee safety and plant 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 its breakroom and provide a copy to the Union. The Employer agrees to send the Union a list of all the Safety committee members and meeting dates/locations.

Article 23: Jurisdiction

All work performed in the plant will be done by members of the bargaining unit, notwithstanding any terms of the Articles of Agreement to the contrary.

Article 24: Separability

In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

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

Article 25: Term of Agreement

This Agreement shall be in effect as of October 7, 2018, and will continue in full force through October 2, 2021, and thereafter, unless a written notice is given by either party sixty (60) days prior to October 2, 2021, or the annual anniversary of the contract.

Signed this 20th day of December, 2018.

Accepted for the Employer:

Minnesota Meat Masters


Molly Mitch, Vice President Human Resources

Accepted for the Union:

United Food and Commercial Workers Local 663


Paul Crandall, Secretary-Treasurer