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AGREEMENT

**UNITED FOOD and COMMERCIAL
WORKER'S UNION
District Local 653 — AFL-CIO**

6600 France Avenue South
Room 414
Edina, Minnesota 55435
PHONE: 920-1801

Office Hours: 8:00-4:00, Monday thru Friday

AFL



CIO

March 6, 1983 — March 1, 1986

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X3/86

EMERGENCY ONLY

BUSINESS AGENTS

NEIL SOLBERG	884-3077
DONALD PAGE	881-1584
WALTER BOHRN	888-8358
GORDON GONGOLL	831-3940
DUWAYNE BRIX	559-1831
BRUCE ARNOLD	474-9645
WILLIAM DUEHN	941-6237
RAYMOND SAWICKY	425-9137
RONALD ZWIEG	420-2507
EUGENE J. UTECHT	1-466-2556

IMPORTANT

**HEALTH & WELFARE
& PENSION OFFICE**

(Including Eye Care and Delta Dental)

6600 France Avenue South

Room 412

Edina, Minn. 55435

Phones: 920-5905

Hours: 8:00 A.M. to 4:00 P.M.

ARTICLES OF AGREEMENT
UNITED FOOD and COMMERCIAL
WORKERS UNION
DISTRICT LOCAL 653, AFL-CIO
PREAMBLE

THIS AGREEMENT is made and entered into this 6th day of March by and between, hereinafter referred to as the "Employer", its lessees, successors and assigns, and the United Food and Commercial Workers Union, District Local 653, Minneapolis, Minnesota and vicinity, affiliated with the AFL-CIO, hereinafter referred to as the "Union".

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

ARTICLE I.
Union Security

Section 1.1. Recognition: The Union is recognized as the sole and exclusive bargaining agent for all meat market employees of the Employer located within the vicinity outlined below and covered under Article V of this Agreement.

The vicinity shall be defined to mean the area as herein defined. Starting at the south end of the Mendota Bridge continue the existing line to a point one mile east of Rosemount then on a diagonal line south including the Section 14, then connecting to Highway 79 following south to Junction with Highway 86, then west along Highway 86

to where Highway 86 meets the southern border of Scott County then west to include all New Prague then continuing west along the south line of Scott County to the Minnesota River then following the river northeasterly to the point where the west line of Carver County joins the Minnesota River then north along an extension of this line to the south end of the west line of Hennepin County following the West Hennepin County line north to the Crow River, along the Crow River to the west Anoka County line, north to the southwest corner of St. Francis East along the South St. Francis line to the southeast corner north to the Anoka County Line following the Anoka County Line east then south to the south line of Linwood Township, then west to the midpoint of the north line of Section 1 of Ham Lake Township from this point south to include approximately west half ($\frac{1}{2}$) of Sec. 1, 12, 13, 24 (that portion of Anoka Cty. Rd. #17) and those portions of Sec. 25 and 35 west of present location of Anoka County #17 then south into Blaine including all west of the present locations of Anoka County Road #17, to Highway 35W to Minnesota Highway #280 then following the Minneapolis city limits to the Mendota Bridge.

Section 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 thirty-first (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) day following the beginning date of their employment, whichever is later.

“Good Standing” is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in

good standing in accord with the terms of this Article, the Union will furnish the Employer with a written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union.

Section 1.3. Checkoff: 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 not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the 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 checkoff 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 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 job upon notification from the Union to do so.

Section 1.4. Probationary Period: New employees shall be classified as probationary employees during the first thirty (30) days (calendar days) of their employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without cause. At the end of the probationary period, such employees will be entered on the seniority list as of their date of hire. However, during the probationary period all other contract provisions shall prevail.

ARTICLE II.

Hours of Work — Overtime

Section 2.1. Except as provided in Article II, Section 12, the basic week for full-time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days Monday through Saturday. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day except on the day before Christmas when employment ceases as provided in Article III herein. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his regular lunch or rest period. 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. The option of a thirty (30) minute lunch hour will only be in stores where such is practical and where the thirty (30) minute lunch hour would not result in a shorter day operation or additional payment of overtime. Any deviation shall be mutually agreed upon by the Union and the Employer.

Section 2.2. Except as provided in Article II, Section 12, any employee working in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid time and one-half ($1\frac{1}{2}$) of their regular rate of pay for all hours worked. There shall be no pyramiding or duplication of overtime or premium pay. Time and one-half ($1\frac{1}{2}$) shall be paid to all full-time Meat employees, for all time worked before 7:00 a.m. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.12 of this Article. Extra Journeymen Meat Cutters shall include only Meat Cutters who are scheduled for less than forty (40) hours per week.

Section 2.3. Except as provided in Article II, Section 12, Head Meat Cutters and Journeymen or Apprentices who are scheduled or called to work on their sixth (6th) work day of the work week shall be entitled to eight (8) hours work

or pay at the time and one-half (1½) rate of pay. All other regular employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6th) work day. The sixth (6th) work day is defined as the employee's scheduled day off.) No employee shall be required to work on this day, excepting in case of an emergency, however, if the employee exercises his option of not being required to work on the sixth (6th) work day, he shall notify the Employer at the time of scheduling of his work week that he does not desire to work on that day.

Section 2.4. All employees shall receive a paid rest period of ten (10) minutes for any three (3) hours worked not to exceed twenty (20) minutes in any work day 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.

Section 2.5. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. in night operations shall receive a twenty (20) minute supper period with pay. An employee shall not be required to take more than twenty (20) minutes for his supper period, provided, however, that if an employee requests more than twenty (20) minutes, and the Employer grants such request, the Employer shall not be required to pay for the supper period.

Section 2.6. All full-time employees who have worked a complete shift shall be given a minimum of eight (8) hours break before their next work shift.

Section 2.7. Full-time employees shall not suffer loss of employment or be rescheduled so as not to receive their full work week as a result of establishing a shorter day operation, unless the shorter day operation is required pursuant to an energy conservation law enacted by the State of Minnesota or the Congress of the United States.

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

Section 2.8. Schedules for full-time employees will be posted in each store by Friday noon for the following two (2) work weeks. Sunday schedule for full-time employees shall be posted four (4) weeks in advance.

Schedules for part-time employees will be posted in each store by Friday noon for the following work week. Part-time employees shall have the right to have their schedule temporarily changed to accommodate their personal needs, providing they give management two (2) week's advance notice.

Section 2.9. When employees are required to travel from one (1) store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than seventeen cents (17c) per mile.

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

Section 2.10. Only regular full-time employees who, as of February 27, 1977, are working forty-three (43) hours per week will continue to receive forty-three (43) hours per week for the life of this Agreement. Such regular full-time employees shall not be disqualified from receiving forty-three (43) hours due to being temporarily inactive due to illness, injury, leave of absence, etc., on February 27, 1977 or thereafter. Overtime hours above the minimum required to fulfill Red Circle commitment will be rotated between all Journeymen in addition, another employee other than a Journeyman may be the only employee on duty so long as the employee is from the same market.

Except as provided for in this section, full-time employees hired before March 1, 1971, as a result of the employment of new or present part-time employees or new full-time employees, shall not be scheduled for fewer overtime hours (time and one-half (1½)) for work in excess of eight (8) hours or ten (10) hours if on the four (4) ten (10) hour work week and forty (40) hours per week)

than they averaged per week during the six (6) week period preceding March 1, 1971. It is agreed that as of March 4, 1984, the above mentioned employees may have their overtime hours reduced by one (1) hour per week and as of March 3, 1985, an additional one (1) hour of overtime may be reduced per week.

Section 2.11. A full-time employee may be reduced to a thirty-two (32) hour work week only upon written request from the employee and for a reduction period of not less than six (6) months from date of reduction. Employees requesting a reduction must give notice to management 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 reduction are made than can be allowed, then the requests shall be granted on the basis of seniority with the most senior employee being accorded the first (1st) choice.

Section 2.12. For those full-time employees who are working the four (4) ten (10) hour work week, as outlined in Appendix 'C' which is attached hereto and made a part hereof, the following hours of work and overtime provisions shall apply.

The basic work week shall be forty (40) hours to be worked in any four (4) days, Monday through Saturday.

Any employee working in excess of ten (10) hours per day or forty (40) hours per week shall be paid time and one-half (1½) of their regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay.

Full-time employees shall receive not less than five (5) hours of overtime work or pay if called to work on their fifth (5th) and/or sixth (6th) workday. Their fifth (5th) or sixth (6th) workday is defined as the employee's scheduled day or days off.

ARTICLE III.

Holidays

Section 3.1. Except as provided in Article III, Section 5,

it is agreed that no clerk shall be required or permitted to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. Regular full-time employees shall receive eight (8) or ten (10) hours (if on the four (4) ten (10) hour work week) of straight-time pay for each of the above listed holidays not worked. It is further agreed that all markets be closed on New Year's Day, Thanksgiving Day and Christmas Day regardless of the type of business in which such markets are engaged. It is also agreed that all markets be closed by 2:00 p.m. on the day before Christmas unless Christmas falls on a Tuesday; then the markets shall be closed by 4:00 p.m. on the day before Christmas. In a week in which the holiday occurs, the workweek will be thirty-two (32) hours. Regular employees working on the fifth (5th) workday in a holiday week shall be paid the same as the employees who work on the sixth (6th) workday in a regular week. As a matter of clarification, if Christmas Day falls on Sunday, the basic workweek shall be thirty-two (32) hours. If Christmas Day and the day before Christmas fall within the same week, the basic workweek shall be twenty-nine (29) hours. If Christmas falls on a Tuesday, the basic workweek shall be thirty (30) hours or twenty-eight (28) hours in the case of a ten (10) hour employee.

Section 3.2. Part-time employees who are employed regularly each week shall, after ninety (90) days from their date of employment, be paid holiday pay in accordance with the provisions outlined below.

All part-time employees (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 the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The above referred to part-time employees shall receive holiday compensation for hours normally scheduled but

not worked from store closing on December 24th to 6 p.m.

Section 3.3. Holiday Qualifications: In order to be qualified for holiday pay, an employee must have worked in the week before the week in which the holiday occurs, the week in which the holiday occurs, or in the week after the holiday occurs. In addition, the employee must work his scheduled workday before and after the holiday unless excused by the Employer or unless absent due to proven illness or injury. If the employee does not meet the foregoing, he will not be entitled to the holiday pay.

Section 3.4. In addition to the calendar holidays set forth in Section 3.1 and Section 3.2 above, all food handler employees who are scheduled to work Monday through Friday will receive three (3) additional holidays to be observed as follows:

1. Anniversary of employment or another mutually agreeable day.
2. Saturday prior to a vacation period or another mutually agreeable day.
3. A mutually agreeable day for eligible part-time employees on the payroll as of the third (3rd) Wednesday in July of each year.
4. Regular full-time employees who are normally scheduled to work on the third (3rd) Wednesday in July shall receive the following compensation in lieu of the historic Grocers and Meat Dealers Picnic Day. Regular full-time employees shall receive a Monday off with eight (8) hours straight time pay, which shall be followed by a scheduled Tuesday off so that the employee would have three (3) consecutive days from Sunday through Tuesday or another mutually agreed day off. Days off for regular full-time employees shall be by mutual agreement between the Employer and the employee, and the most senior employee in the store shall have the first preference.

Basis of payment for the above holidays is to be eight (8) hours straight-time pay for full-time food handler employees and four (4) hours straight time pay for part-time food handler employees.

Section 3.5. Employers who desire to, may operate their stores on the following holidays: Memorial Day, Independence Day and Labor Day. Stores open on the above holidays will be staffed by volunteers. If there are not enough volunteer available to staff the stores, Employers may at their discretion schedule the required number of employees using reverse seniority on a store by store basis.

All employees who work on the above holidays shall be paid straight-time for all hours worked up to eight (8) hours or ten (10) hours if on the four (4) ten (10) hour workweek. When a full-time employee works on these holidays, it will not be considered as working under the overtime provisions as outlined in Section 1 of this Article. Employees working these holidays shall also receive holiday pay, if qualified, based on the provisions outlined in Sections 1, 2, and 3 of this Article.

Employees who are working four (4) ten (10) hour work week, shall work thirty (30) hours in the week in which the holiday falls and shall be paid ten (10) hours of straight-time pay for the holidays listed in Sections 1 and 4. In order to receive the ten (10) hours holiday pay the employee must be on the four (4) ten (10) hour shift the week in which the holiday occurs.

ARTICLE IV.

Vacations

Section 4.1. Regular full-time and part-time employees in the continuous employ of the Employer shall receive one (1) week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service; three (3) weeks' vacation after eight (8) years of service and four (4) weeks' vacation after sixteen (16) years of service and five (5) weeks vacation after twenty (20) years of service with the same qualifications as stated herein.

Section 4.2. Part-time employees who work one thousand forty (1040) hours and over six (6) months during a twelve (12) month period shall be entitled to a prorated

vacation based upon their straight-time rate of pay at the time of taking vacation on the same basis as Section 4.1. The twelve (12) month period shall be computed from the employee's anniversary date. All part-time employees working below one thousand forty (1040) hours per year will receive one (1) week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service and three (3) weeks' vacation after eight (8) or more years of service at pay based upon their average weekly hours paid for the preceding calendar year.

Section 4.3. Full-time employees shall qualify for a vacation after working one thousand six hundred (1,600) hours or more during their anniversary year. If he works less than one thousand six hundred (1,600) hours, he will receive one-tenth (1/10th) of a full vacation for each one hundred sixty (160) hours worked; provided, however, that full-time employees who have requested to work thirty-two (32) hours per week and have received approval to such request (under the provisions of Article II, Section 14) will receive vacation payments based upon the reduced work week in effect at the time vacation is taken.

Section 4.4. Vacations and holidays shall be considered as time worked for the purpose of vacations.

Section 4.5. If a holiday falls during an employee's vacation, he or she will receive an extra day of vacation or the equivalent in pay. Employees shall receive vacation pay on the eve of their vacation.

Section 4.6. An employee's' vacation will be paid based on the employee's average hours paid in the preceding calendar year at the current rate. Any employee who has been paid for sixteen hundred (1,600) hours or more during the preceding calendar year shall receive a minimum of forty (40) hours of vacation pay for each week of vacation for which he qualifies except as set forth in Section 4.3 above.

Section 4.7. All State and Federal tax deductions made on vacation checks shall be computed on an individual week's basis.

Section 4.8. Vacation schedules in each market shall be posted by January 1st and vacations selected on the basis of seniority by February 15th of each year. The approved vacation schedule shall be posted in each market 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.

ARTICLE V.

Wages and General Conditions

Section 5.1. The Minimum rates of pay of the various classifications covered by this Agreement shall be outlined in Appendix "B" attached hereto and made a part of this Agreement. Length of service shall be computed as that served by the employee with the undersigned Employer or served as a member of District Local 653. Any full-time employee who has been absent for a period in excess of five (5) years shall return as a new hired employee. Part-time previous service within the past five (5) years will be recognized only if reemployed by the same Employer.

Section 5.2. A part-time employee is defined as an employee who works an average of less than thirty-two (32) hours per week for three (3) consecutive weeks and shall be paid not less than the minimum hourly rates of pay listed in Appendix "B".

Section 5.3. Part-time employees who work more than ninety-six (96) hours in a three (3) week consecutive period shall receive the starting rate for full-time employees for the number of hours worked during the said three (3) consecutive week period only, and as long as the employee continues to work in excess of thirty-two (32) hours per week.

Section 5.4. Changeover from Service to Self-Service:

When an Employer plans to make a change from service to self-service operation, he shall notify the Union and the Employers Association in writing. The Union will attempt to place employee or employees who are not

needed for self-service in another job. The Employer agrees to cooperate with the Union and will keep the Union advised of job openings or changes so as to help place employees who are not needed as a result of changing from service to self-service operation. Employees affected will be kept on the job until employment is found for them or until at least six (6) months after the employees, the Union and the Employers Association have been notified of the Employer's intention to change over to self-service operation.

Section 5.5. It is agreed that the scale of wages herein contained is the minimum scale only and that nothing herein shall be used to defeat the intent and purpose of this Agreement. Anyone who has been receiving more than the minimum shall not have his or her wages cut or hours lengthened. Employees may be paid above the minimum set forth herein at the sole discretion of the Employer. Employees who have been reduced from Department Head will be based on the appropriate full-time hourly rate of pay.

Section 5.6. The rate herein provided for Head Meat Cutters may be in lieu of any incentive pay program now in effect.

Section 5.7. Any extra man called to work shall be given an opportunity to work the balance of the day.

Section 5.8. In service and self-service markets one (1) employee must be on duty during all hours the market is open for business, except between the hours of 9:00 p.m. and 7:00 a.m.; a minimum of one (1) full-time employee will be assigned any Delicatessen Department which may include the Delicatessen Department Head. Employees who as of March 2, 1980, were regularly working between midnight and 7:00 a.m. will be redcircled and suffer no loss of hours or income.

Section 5.9. It is agreed that in a self-service market, the Employer may employ one (1) Apprentice Meat Cutter. No meat market employee may be laid off to provide a job opening for an Apprentice. When a meat helper is em-

ployed, no apprentice may be hired in the same market until the meat helper is receiving forty (40) hours per week.

Section 5.10. All one-man markets under the terms of this Agreement, where the Employer does not take an active part in the market operation, shall be operated by Journeymen only.

Section 5.11. All markets shall employ first a Journeyman, then one (1) Apprentice may be hired and the ratio thereafter will be one (1) Apprentice for each three (3) full-time Journeymen.

Section 5.12. When a Journeyman relieves Head Meat Cutter for one (1) week or longer, he shall be paid the contract rate for Head Meat Cutter for such time spent in relief.

Section 5.13. The Apprentice period for all Apprentices shall be twenty-four (24) months and an apprentice serving his full twenty-four (24) months shall automatically become a Journeyman. Any Employer who fails to give proper training to his apprentices shall not be permitted to employ apprentices until a proper training program has been established.

Section 5.14. Time spent on scales by Meat Helpers will be divided as equitably as possible. Meat Helpers may clean any/all tools, equipment and fixtures used in the Meat Department.

Section 5.15. The Employer will comply with any local, State or Federal regulations relative to the temperatures in the meat cutting rooms.

ARTICLE VI.

Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency and use of illegal control 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.

ARTICLE VII.

Shop Steward

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

ARTICLE VIII.

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 IX.

Bereavement

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

Such employees shall be entitled up to a maximum of three (3) days leave with pay in the event of a death of a dependent child and up to a maximum of four (4) days of leave with pay in the event of a death of a spouse or parent.

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

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

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

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day or ten (10) hours per day for a full-time employee on the four (4) ten (10) hour work week.

ARTICLE X.

Jury Duty

The Employer shall grant to regular full-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. 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 is to report to his store for work.

ARTICLE XI.

Leaves of Absence

Section 11.1. The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of 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.

Section 11.2. Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

Section 11.3. Personal: Any full-time employee desiring a personal leave of absence from his job shall make a re-

quest to the Employer, and if granted a copy will be sent to the Union. The Employer may grant a personal leave of absence for a period not to exceed six (6) months. Failure to comply with this provision shall be considered a voluntary quit. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

Section 11.4. 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.

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

Section 11.5. Military Leave: The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for by any applicable Federal or State laws. Any employee who is required to take time for work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority.

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

Section 11.6. Maternity Leave and Illness Leave: An employee who becomes pregnant shall be granted a leave of absence without pay and without loss of seniority commencing on the date her physician advises her that she

should no longer continue at her regular employment. She shall be permitted to return to work upon her physician's advice that she is physically capable of returning to her regular employment.

The pregnant employee shall give notice of her pregnancy and the expected date of the birth of the child as soon as she has these facts confirmed by her doctor, in no event later than the fourth (4th) month of pregnancy. Such employee shall advise the store manager when her doctor advises her to stop working and shall also advise the store manager at least one (1) week before she expects to return to work. Her Employer may require a certification from her doctor on any matter pertaining to her physical condition to continue working or to return to work. In no event will a normal maternity leave exceed two (2) years. Reasonable leaves of absence will be granted to employees who adopt children.

Employees off due to illness or injury will be covered on the same basis as employees off on maternity leave.

Section 11.7. Return from Leave: An employee on vacation or leave of absence will be permitted to return to the store where he was 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.

ARTICLE XII.

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 that the terms of the contract are being complied with. It is understood, however, that the Business Representative will make his presence known to the store manager or his representatives.

ARTICLE XIII.

Non-discrimination Clause

The Employer and the Union agree that no employee will be discriminated against because of race, creed, color, sex, age, union activities, national origin, or physical handicap.

ARTICLE XIV.

Pension

- (a) The Employer agrees to maintain for the duration of this Agreement the established pension program which is jointly administered by the Union and the Employers, and further agrees to make payments on behalf of employees for each week when such employee has worked thirty-two (32) or more hours or thirty (30) or more hours (for those employees on the four (4) ten (10) hour work week), excluding hours worked on Sundays and holidays. The contribution will be forty-four dollars (\$44.00) per week effective March 6, 1983, through March 1, 1986.
- (b) The Employer further agrees to make contributions to the same pension fund on behalf of employees, who have worked less than thirty-two (32) hours per week (excluding hours worked on Sundays and holidays). The contribution will be twenty-three cents (.23c) per hour effective March 6, 1983, through March 1, 1986.
- (c) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (d) Mandatory retirement will be required at age seventy (70).
- (e) The thirty (30) year and out pension program is outlined in Appendix "D" which is attached hereto and made a part hereof of this Agreement.

ARTICLE XV.

Arbitration

Section 15.1. Any complaint to be processed under this

Agreement must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or overtime rate), vacation, holiday or bereavement pay. Grievances having to do with the payment or the non-payment of the applicable wage rate, vacation, holiday or bereavement pay, may be raised at any time during the life of this Agreement and in case of violation, may be enforced retroactively back to the effective date of this Agreement or date of violation, whichever is later except as hereinafter modified.

Section 15.2. 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 representative. Any controversy which cannot be so settled promptly shall be referred to a Board of Arbitration consisting of one (1) representative to be selected by the Union and one (1) representative to be selected by the Employer. The representatives so selected shall meet within three (3) days of their appointment and select a third (3rd) member of the Board who, when so selected, shall act as Chairman. Upon failure of the representatives so selected to agree upon a chairman within a further three (3) day period, both parties agree that the Bureau of Mediation, State of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the Chairman of the Board of Arbitration will be selected. The panel of five (5) arbitrators furnished by the State Bureau of Mediation will be from a master panel of not less than twenty-six (26) arbitrators, which has been agreed to between the Employer and the Union.

The Board shall meet as promptly as possible within five (5) days after conclusion of the hearings. The decision of the majority of the Board of Arbitration shall be final and binding on all parties concerned.

Section 15.3. The expense of the Chairman shall be divided equally between the Employer and the Union.

Section 15.4. The retroactive effect of an award of back-pay for employee or employees in a dispute shall be limited to sixty (60) days prior to the time the question or grievance is raised with the particular Employer involved, in all cases where a question involved is the proper wage rate for the particular work being performed by the employees. This limitation shall apply only to cases of interpretation of the contract where the terms are unclear and susceptible to honest differences of opinion as to the meaning, and such differences exist between the Employer and the Union.

Section 15.5. 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 for each step or the time limits specified in the Contract for each step or in case of failure to abide by an arbitration award.

Section 15.6.

- (a) In the case of an arbitrable issue, failure to comply with any step of the arbitration procedure by either party within the Agreement shall result in an automatic decision and award by default in favor of the other party, except in cases of extension of time mutually agreed upon.
- (b) Failure to comply with the time limits set forth in Steps 1, 2, 3 and 4 below may result in an automatic decision or 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 shall appoint their member to the arbitration panel. The other party shall appoint their representative to the Board of Arbitration within five (5) days from the date of the receipt

of such arbitration request.

3. If the parties fail to agree upon a neutral member within the next five (5) day period, they shall request a list of five (5) neutral members from the Bureau of Mediation, State of Minnesota, and select a neutral member within five (5) days after receipt of such panel, (per Section 2 above).
4. 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 neutral member is not available within such period.
5. The board must reach a decision within a ten (10) day period unless such time for decision is deferred by mutual agreement.

In each of the above five (5) steps, the days referred to are working days.

ARTICLE XVI.

Seniority

Section 16.1. Seniority shall be separate as between two (2) groups: Journeymen and Apprentices shall constitute Group I. Meat Helpers shall constitute Group II.

Delicatessen employees with previous experience as a Meat Helper or Grocery Clerk with the same Employer will have such seniority recognized with respect to layoff and recall.

A meat case not to exceed 12 feet in length and attached to the regular meat case need not have a Deli Department Head.

Section 16.2. Apprentices, when they have completed their training, shall be given their seniority as Journeymen, retroactive to their initial date of hire.

Section 16.3. Head Meat Cutters selected from Journeymen in any bargaining unit of District Local 653 within the jurisdictional area of this Agreement may be retained in their positions by the Employer irrespective of seniority and shall accumulate seniority as Journeymen while in the Head Meat Cutter position.

Head Meat Cutters selected from Journeymen outside of the jurisdictional area of this Contract may be retained in their positions by seniority as is acquired in accordance with their length of service in case of layoff or rehire. Only Journeymen shall be promoted to classification of Head Meat Cutter.

Section 16.4. For those employees in Group I and Group II:

- (A) Seniority is defined as the length of the employee's service with each signatory Company throughout the operations within the bargaining unit.
- (B) The employee's seniority date is defined as the day the employee starts active employment for the Employer, in case of either new hire or rehire. In the event two (2) or more employees commence work on the same date, their seniority ranking will be determined by lot.
- (C) 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 employees' work schedule below forty (40) hours per week shall be considered as a partial layoff.

Section 16.5. Seniority will be terminated if an employee quits, is discharged, fails to return to work within six (6) days after notice by registered letter to his 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. Seniority will be terminated for absence from work in excess of two (2) years because of illness or injury. Any employee returning from an extended (thirty (30) calendar days) sickness or accident shall give their Employer a minimum of one (1) week's notice of their intention to return to work. Such notice must be given on or before the Friday of the week preceding the last week of their leave of absence. They shall be put back to work upon

the expiration of the return date given by the employee on his notice of intention to return to work.

Section 16.6. At six (6) months intervals, the Employer shall provide the Union with additions and deletions to the Company-wide seniority list, including date of hire. 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 option to reject the assignment.

Section 16.7. When it is necessary for an employee to work in more than one (1) market in any one (1) day, a junior employee in the market where the additional help is available shall be used.

Section 16.8. Full-time employees, based on their seniority, may apply and will have preference for job openings in new stores. This would not include jobs to be filled by untrained personnel or department head positions.

ARTICLE XVII.

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 Card is the property of the United Food and Commercial Workers Union, District Local No. 653. In the event 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 XVIII.

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 XIX.

Bulletin Boards

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

ARTICLE XX.

Injury on the Job

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, PROVIDING 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 or three (3) ten (10) hour straight-time days at a time. If the employee receives Workmen's 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 XXI.

Definition of Employer and Head Meat Cutter

Section 21.1. An Employer shall mean an individual, partnership or corporation conducting a retail meat market.

- (a) No individual Employer shall be required to belong to the Union.
- (b) Not more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in the establishment. All others are to be members of the Union.
- (c) If an individual owner is working in the capacity of a

Journeyman, he shall have the privilege of hiring one (1) apprentice.

Section 21.2. An Employer who assumes the responsibility of operating his own meat department shall not be required to hire a Head Meat Cutter. An Employer who does not assume the responsibility of operating his own meat department shall designate a meat department employee as the Head Meat Cutter.

ARTICLE XXII.

Health and Welfare

- A. Effective March 6, 1983, the Employer agrees to pay the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund the sum of thirty-four dollars (\$34.00) per week for each week any employee has worked thirty-two (32) or more hours, exclusive of hours worked on Sunday and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.
- B. Effective May 4, 1980, the Employer agrees to make the Health and Welfare contributions for full-time employees only who work thirty (30) or more hours during the week.
- C. The program of benefits for this full-time plan are as agreed to between the Employer and the Union and will be maintained for the life of this labor Agreement.
- D. Effective March 6, 1983, the Employer agrees to pay to the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund the sum of nine dollars and fifty cents (\$9.50) per week for employees working less than thirty-two (32) hours per week exclusive of hours worked on Sundays and holidays.

- E. The program of benefits of this part-time plan are as agreed to between the Employer and the Union and will be maintained for the life of this labor Agreement.
- F. The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- G. The Employer agrees to pay the weekly Health and Welfare payment for those part-time employees with five (5) years or more service, with the same Employer, when said part-time employees are on a paid vacation.

ARTICLE XXIII.

Jurisdiction

Section 23.1. All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale. The pricing of all meat products shall be done on the premises. Any work presently performed by retail employees in the stores covered by this Agreement must be done by members of District Local 653 only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Agreement, the Agreement shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

Section 23.2. The current Industry practice of preparing retail cuts of fresh meat for sale shall continue to be done by members of the bargaining unit. Pre-sliced liver and pre-priced lunch meat will be permissible.

Section 23.3. Notwithstanding the provisions of Section 1, of this Article XXIII, it is specifically understood and agreed that the Employer, in consideration of all of the terms and conditions of this Agreement, may receive into

and utilize within the retail markets, primal and sub-primal beef cuts. It is also understood and agreed that the Employer in consideration of all of the terms and conditions of this Agreement may receive into, and utilize within the retail markets primal and sub-primal veal, pork, lamb and mutton.

The preceding paragraph provides that the Employer may receive into, and utilize within the retail markets primal and sub-primal beef cuts. Such cuts are sometimes referred to as "Boxed Beef" and/or "Block Ready Beef". It is therefore, specifically understood and agreed that the preceding paragraph permits the utilization within the retail markets of "Boxed Beef" and/or "Block Ready Beef" which shall include bone-in round, chucks, loins, ribs, tenders, briskets, flanks, course ground beef and other primal, sub-primal or available supplemental cuts (not to include pan ready steaks, chops and chuck roasts).

It is further specifically understood and agreed that the Employer may receive into, and utilize within the retail markets, prefabricated primal and sub-primal veal, pork, lamb and mutton either bone-in or boneless, as such primal, sub-primal or supplemental cuts are available (not to include pan ready steaks, chops and chuck roasts).

ARTICLE XXIV.

Separability

In the event any provisions 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 provision within thirty (30) days. The time limit provided herein may be extended by mutual consent of both parties.

ARTICLE XXV.
Term of Agreement

This Agreement shall supersede all previous agreements, either oral or written and shall be in effect as of March 6, 1983, and continue in full force and effect through 12:01 a.m., March 1, 1986, and thereafter unless a written notice to be given by either party sixty (60) days prior to March 1, 1986, or the annual anniversary of the Contract, provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

SIGNED THIS DAY OF, 1983.

ACCEPTED FOR THE EMPLOYER:

By

ACCEPTED FOR THE UNION:
United Food & Commercial Workers Union
District Local Union No. 653.

By

EUGENE J. UTECHT
President

Appendixes "A", "B", "C", "D", "E", and "F" are attached hereto and made a part hereof.

APPENDIX "A"

Sunday Clause

Sunday will be outside the basic workweek. Sunday work will be voluntary. Sunday work will be rotated among those volunteering. Rates of pay for Sunday work will be one and one-half (1½) times the employee's regular rate of pay in the case of full-time employees and straight-time plus fifty cents (.50c) per hour Sunday bonus for part-time employees. A minimum of one (1) Journeyman will be scheduled, if available, and paid for eight (8) hours or ten (10) hours if on that shift each Sunday the store is open. Part-time employees may be scheduled as needed, but for no less than their regular four (4) hour minimum call in. Sunday and holiday work shall apply to the accumulated hours of each part-time employee for the purpose of wage progression. Part-time hours shall apply towards vacation benefits.

Daily overtime will not be paid on Sunday premium.

APPENDIX "B"

MINIMUM MEAT RATES

CLASSIFICATION	Effective	Effective	Effective
	(Per Hr.) 3/6/83	(Per Hr.) 3/4/84	(Per Hr.) 3/3/85
Head Meat Cutter	\$13.48	\$14.15	\$14.86
Journeyman	12.93	13.58	14.26
Apprentices			
0- 6 Months	10.21	10.72	11.26
6-12 Months	10.60	11.13	11.69
12-18 Months	11.12	11.68	12.26
18-24 Months	11.77	12.36	12.98
Thereafter	12.93	13.58	14.26
Meat Helper			
0-6 Months	9.32	9.79	10.28
6-12 Months	9.80	10.29	10.80

	Effective (Per Hr.) 3/6/83	Effective (Per Hr.) 3/4/84	Effective (Per Hr.) 3/3/85
1-2 Years	10.28	10.79	11.33
2-3 Years	10.52	11.05	11.60
3-4 Years	10.87	11.41	11.98
4-5 Years	11.35	11.92	12.52
5 Years and Over	11.95	12.55	13.17

Meat Helper's Duties: Employees whose work is limited to marking, weighing, labeling, wrapping, cleaning cases and stocking and displaying of smoked meats, priced by the helper, and stocking and displaying of luncheon meats that are pre-priced by the helper. These duties are in addition to the duties set forth in Article V, Section 14 of this Agreement.

Service Market

Head Meat Cutter	\$13.29	\$13.95	\$14.65
Journeyman	12.75	13.39	14.06

Apprentices

1st 6 Months	9.82	10.31	10.83
2nd 6 Months	10.20	10.71	11.25
3rd 6 Months	10.71	11.25	11.81
4th 6 Months	11.60	12.18	12.79
Thereafter	12.75	13.39	14.06
Extra Journeyman	12.75	13.39	14.06

Extra Help (other than Journeyman)	10.20	10.71	11.25
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For Delicatessen rates, refer to Grocery Contract.

Part-time Combination Food Handlers and Meat Stockers

0-1040 Hours	\$ 5.73	\$ 5.99	\$ 6.26
1041-1560 Hours	6.31	6.60	6.91
1561-2080 Hours	7.30	7.64	8.00

2081-2600 Hours	7.94	8.31	8.71
2601-3120 Hours	8.44	8.84	9.26
3121-4160 Hours	8.57	8.97	9.39
4161-5200 Hours	8.79	9.20	9.64
Over 5200 Hours	9.00	9.43	9.88

For Delicatessen rates, refer to Grocery Contract.

APPENDIX "C"

FOUR (4) TEN (10) HOUR WORK WEEK OPTION

Full-time employees, in each department of the store, shall have the option of selecting a four (4) ten (10) hour work week schedule. The Employer, based on the employees desired option, will have the obligation to develop such a work schedule on a department basis, provided such a schedule does not interfere with the efficient operation of said department.

Should the Employer be unable to accommodate the request of the employees to have a four (4) ten (10) hour work week on a one-hundred percent (100%) basis, the Employer shall develop a combination of work schedules of the four (4) ten (10) hour work week and the traditional five (5) eight (8) hour work week. Where this must be done, all employees will work on a definite rotation basis of the combined schedules.

The Employer in developing four (4) ten (10) hour and five (5) eight (8) hour work schedules shall, on a department basis, make every endeavor to schedule consecutive days off. These consecutive days off shall include, when possible, Sunday thus giving the employee three (3) or two (2) days off in a row and on occasion five (5) days off in a row for those employees on the four (4) ten (10) hour shift, and three (3) days in a row off for those employees on the five (5) eight (8) hour shift.

These consecutive day off schedules will be developed, provided that such schedules do not interfere with the efficient operation of the department. Where consecutive day off schedules are workable they shall be rotated on an equitable basis within the department.

Should the above paragraphs not fully meet the Employer's business requirements or the employee desires, other arrangements may be worked out between the Employer, the employee, and the Union.

APPENDIX "D"

THIRTY (30) YEAR AND OUT PENSION PROGRAM

The provisions of thirty (30) year out pension program, operation and costs thereof will be spelled out by the trustees in the Trust Agreement.

APPENDIX "E"

PART-TIME COMBINATION FOOD HANDLER AND MEAT STOCKER

Part-time combination Food Handler and Meat Stockers duties:

Employees whose work is limited to marking, stocking of meats, stocking and displaying of smoked meats and stocking and displaying luncheon meats, stocking of all frozen meat, poultry and fish, receiving of meat products, fresh and frozen, the storage of all the above mentioned products and the cleaning of cases. These duties are in addition to the duties this employee may perform as a Food Handler.

No employee shall be utilized in this position as long as any Journeyman, Apprentice, Meat Helper or Food Handler is on lay-off or partial lay-off or without offering this position to the employee who is on lay-off, who could work in this position at their normal rate of pay.

Rates for this position are outlined in Appendix "B" of the Meat Contract.

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MEETING NOTICES

BOARD MEETING

First Tuesday of Each Month

7:30 P.M. — Union Offices

MEMBERSHIP MEETING

Second Monday of Each Month

7:30 P.M. — Marian Hall

1114 West 79th Street

Bloomington

6178-0086174F023-09