



**United Food & Commercial  
Workers Union Local 663**

**AGREEMENT**

**Kowalski's Markets**

March 4, 2018 - March 7, 2021



**IMPORTANT**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
DISTRICT LOCAL 663**

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**ARTICLES OF AGREEMENT**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION DISTRICT LOCAL 663**

**Preamble**

This Agreement is made and entered into this 4<sup>th</sup> day of March, 2018, by and between Kowalski's Markets, 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 use a Kowalski's Civic Organizing approach and consciously respect workers (Stakeholders).

**Article 1: Union Security**

**Section 1.1 Recognition:** The Union is recognized as the sole and exclusive bargaining agent for all meat and food market employees of the Employer located within the vicinity outlined below and covered under Article 5 of this Agreement.

The vicinity shall be defined to mean the 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 (1/2) of Section 1, 12, 13, 24 (that portion west of Anoka County Road #17) and those portions of Section 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 (31<sup>st</sup>) day following the effective date of this Agreement or on and after the thirty-first (31<sup>st</sup>) day following the beginning date of their employment, whichever is later. The Employer will be allowed to have up to three (3) employees, including store manager, outside the bargaining unit that will be allowed to do bargaining unit work.

“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:**

- a) The Employer agrees to deduct amounts equal to dues, initiation fees and assessments from the wages of all workers who sign a deduction authorization form. The Union's Secretary-Treasurer will certify the amounts. The Employer agrees to deduct amounts owed by workers who return from absences from work due to layoff, sickness, injury or other reason. The Union will notify the Employer in writing of past amounts that returning workers owe.

- b) The Employer further agrees to deduct such amounts at intervals that the Union designates in writing and to forward those amounts to the Union as soon as possible after the Employer deducts the amounts, but in no event later than 10 of days after deduction. The Employer agrees to forward the amounts by a method the Union designates in writing.
- c) The Employer agrees that its obligations under this provision survives the expiration of this Agreement.

**ABC Political Contribution Deductions**

- a) 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 paychecks 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.
- b) The Employer agrees to wire all contributions to the Union within 10 days of the date the Employer deducts the contributions. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the names, addresses, occupations and contribution amounts for each contributing worker.

**Section 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 2: Hours of Work – Overtime**

**Section 2.1:** Except as provided in Article 2, Section 2.11, the basic workweek for full-time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. In the Meat Department, all undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in each classification (Journeyman, Service employee) excluding Department Heads. 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. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. 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 2, Section 2.11, any employee working in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid one and one-half (1½) times their regular rate of pay for all hours worked. There shall be no pyramiding or duplication of overtime or premium pay. One and one-half (1½) time shall be paid to all full-time meat employees, for all time worked before 5:00 a.m. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.11 of this Article.

Any employee working in excess of nine (9) hours per day, or eleven (11) hours per day if on the four (4) – ten (10) hour days or forty (40) hours per week shall be paid one and one half (1½) times their regular rate of pay for all hours worked, unless authorized by the employer for overtime after eight (8) or ten (10) hours. The employer will have the ability to send the employee home if not authorized.

**Section 2.3:** Except as provided in Article 2, Section 2.11, Head Meat Cutters and Journeymen or Apprentices who are scheduled or called to work on their sixth (6<sup>th</sup>) workday of the workweek shall be entitled to eight (8) hours work or pay at one and one-half (1½) times their rate of pay. All other regular full-time employees shall receive not less than five (5) hours of overtime work or pay if called to work on their sixth (6<sup>th</sup>) workday. The sixth (6<sup>th</sup>) workday is defined as the employee's scheduled day off. No employee shall be required to work on this day, except in case of an emergency, however, if the employee exercises his/her option of not being required to work on the sixth (6<sup>th</sup>) workday, he/she shall notify the Employer at the time of scheduling of his/her workweek that he/she does not desire to work on that day.

**Section 2.4:** Overtime hours 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 store.

**Section 2.5:** Full-time employees shall not suffer loss of employment or be rescheduled so as not to receive their full workweek 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) All Modified and Regular part-time employees will be scheduled to work a minimum of fifteen (15) hours, and a maximum of thirty-nine point nine (39.9) hours of employment each week, in no more than five (5) days Sunday through Saturday, exclusive of holiday hours worked and/or for which they are paid but have not worked. Employees will be paid straight time pay and will not trigger full-time health and welfare contributions. This clause will sunset at the end of the term of this collective bargaining agreement.
- (B) Group 3 part-time employees will be scheduled to work a minimum of fifteen (15) hours and a maximum of twenty-eight (28) hours of employment each week in no more than six (6) days Sunday through Saturday.
- (C) Modified and Regular 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 (6<sup>th</sup>) workday.
- (D) Part-time Courtesy and Custodial employees will be paid a minimum of four (4) hours at the prescribed rate when scheduled or called to work.
- (E) The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid for six (6) months, at which time a new written request must be submitted by the employee for the Employer's approval. All such approval requests shall be promptly sent to the Union, and any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(1).

**Section 2.6 Courtesy Employees:** The Employer will make every effort to schedule Courtesy employees at no less than twelve (12) hours per week. Courtesy employees may work up to forty (40) hours of work per week at straight time and be paid one and one-half (1½) times their regular rate of pay after forty (40) hours only.

**Section 2.7:** 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 (15) fifteen minute breaks, if applicable, may be

taken together by mutual agreement.

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

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

**Section 2.10:** Schedules for all full-time employees will be posted in each store by Friday noon for the following two (2) workweeks. Sunday schedule for full-time employees shall be posted two (2) weeks in advance.

- (A) Schedules for all employees will be posted in each store by Friday noon for the following two (2) workweeks. Sunday schedules for all employees shall be posted two (2) weeks in advance. Part-time employees in the top twenty-four percent (24%) shall have the right to select a designated day off Monday through Thursday. Seniority shall apply for selection of designated days off.
- (B) The Employer will make an effort to provide consistent scheduling for all part-time employees that is consistent with the Employer's business needs and part-time employees' availability.  
Part-time employees shall have the right to have their schedules temporarily changed to accommodate their personal needs, providing they give management two (2) weeks advance notice.
- (C) If an employee requests a one (1) week schedule the Employer will provide one for them.
- (D) When improvements to the Employer's HRIS technology changes, enabling the Employer to feasibly generate email copies of schedules, the Employer will provide electronic copies of schedules to the Union.

**Section 2.11 Four (4)–Ten (10) Hour Workweek Option:** Full-time employees of the store shall have the option of selecting a four (4)–ten (10) hour day workweek schedule as provided below. The Employer, based on the employee's desired option, shall have the obligation to develop such a work schedule. The basic workweek shall be forty (40) hours to be worked in any four (4) days, Monday through Saturday.

Department Heads selected prior to March 4, 2001, with the exception of Produce Department Heads, Meat Department Heads, and Delicatessen Department Heads, shall retain the ability to exercise their option to claim a four (4)–ten (10) hour day workweek schedule. All newly promoted Department Heads selected after March 4, 2001, or full-time employees promoted or hired after March 4, 2007, regardless of department, may be

excluded from the four (4)–ten (10) hour day workweek schedule option.

Four (4)–ten (10) hour days, upon request by the employee, shall be made available to a minimum of twenty-five percent (25%) of the employees in meat and twenty-five percent (25%) of the employees in grocery per week. Any employee as of March 2, 1986, that is currently working a four (4)–ten (10) hour day, workweek schedule shall not have their four (4)–ten (10) hour day workweek schedule eliminated by the Employer in an effort to comply with the twenty-five percent (25%) minimum in either meat or grocery departments, including the deli department.

The Employer shall use reasonable and fair judgment in developing four (4)–ten (10) hour day schedules and five (5)–eight (8) hour day workweek schedules and shall 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 the three (3) days off in a row for those employees on the five (5)–eight (8) hour shift. Consecutive day-off schedules shall be rotated on an equitable basis.

During holiday weeks an employee on a four (4)–ten (10) hour day schedule may be rescheduled for five (5)–eight (8) hour day workweek. Employees will receive holiday pay for ten (10) hours when so scheduled.

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

Waiver employees and people on layoff or leave of absence will not count in determining the twenty-five percent (25%) employees on the four (4)–ten (10) hour day workweek schedule.

**Section 2.12:** A full-time employee may be reduced to a thirty-two (32) hour workweek only upon written request from the employee. 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 choice.

**Section 2.13:** Notwithstanding any other provision of these Articles of Agreement, no employee who is restricted under applicable wage-hour laws from working in excess of three (3) hours on any given shift shall be

scheduled or assigned to work in violation of such legal restrictions.

### **Article 3: Holidays**

**Section 3.1:** Except as provided in Article 3, Section 3.1, it is agreed that no clerk shall be required or permitted to work on the following holidays:

New Year's Day Labor Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

In the week in which a holiday occurs, the basic workweek shall be thirty-two (32) hours for those full-time employees working eight (8) hour days, or thirty (30) hours for those full-time employees working ten (10) hour days. In the week a holiday occurs, with mutual agreement, full-time employees can elect to work a full forty (40) hours in addition to receiving pay for the actual holiday if they are eligible for holiday pay. All forty (40) hours will be paid at straight time.

It is further agreed that all stores shall be closed on Christmas Day regardless of the type of business in which such markets are engaged.

- (A) **New Year's Day – Memorial Day – Independence Day – Labor Day:** Employers who desire may operate their stores on these holidays. Stores opened on these holidays will be staffed by volunteers. If there are not enough volunteers available to staff the stores, Employers may, at their discretion, schedule the required number from part-time employees, using reverse seniority.

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

When a full-time employee works on these holidays, it will not be considered as working under the overtime provisions outlined in Section 1 of this Article. Employees working these holidays shall also receive holiday pay, if qualified, based on the provision outlined in Sections 3.2 and 3.3 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 floating holiday subject to the same terms and conditions of floating holidays as outlined in Section 3.4. Employees who are working the four (4)–ten (10) hour workweek, shall work thirty (30) hours in the week in which the holiday falls and shall be paid ten (10) hours of straight time holiday pay for the holidays listed in Section 3.1 and 3.4 of this Article. In order to receive the ten (10) hour holiday pay the employee must be on

the four (4)–ten (10) hour shift the week in which the holiday occurs.

- (B) **Christmas Day:** All stores shall be closed. It is further agreed that all stores shall be closed by 4:00 p.m. Christmas Eve. No employee shall be required to work past 4:30 p.m. on Christmas Eve Day. Part-time employees shall receive holiday compensation for hours normally scheduled but not worked from store closing on December 24<sup>th</sup> to 6:00 p.m. The basic workweek for full-time employees shall be thirty-two (32) hours for employees scheduled eight (8) hour days or thirty (30) hours for employees scheduled ten (10) hour days.
- (C) **Easter:** Easter is not a holiday for purposes of this article nor the rest of this Agreement. Employers who desire may operate their stores on Easter. Stores opened on Easter will be staffed by volunteers only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work Easter. The Employer shall provide the Union a copy of the signed posting.
- Employees working on Easter shall receive:
- Traditional full-time will be paid time-and-one-half (1½) for hours worked on Easter.
  - Classified Assistants and Retail Specialists shall receive a four (4) dollar premium per hour for hours worked on Easter.
  - All other classifications shall receive a two (2) dollar premium per hour for hours worked on Easter.
- (D) **Thanksgiving:** Employers who desire may operate their stores on this holiday. Stores opened on this holiday will be staffed by volunteers only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work this holiday. The Employer shall provide the Union a copy of the signed posting.

**Section 3.2:** Regular full-time employees and Retail Specialist employees shall receive eight (8) hours of straight time pay for each of the above listed holidays not worked. Regular full-time employees who are working the four (4)–ten (10) hour day workweek shall receive ten (10) hours of straight time pay for each of the above listed holidays not worked. Regular full-time and Retail Specialist employees working on the fifth workday in a holiday week shall be paid the same as the employees who work on the sixth workday in a regular week.

All part-time employees (excluding Group 3 part-time employees until March 6, 2019, when they shall become eligible for holiday pay, in accordance with the eligibility requirements in the Agreement) who qualify with the requirements in Section 3.3 and are regularly scheduled to work anytime

from Monday through Friday shall receive pay for the above-listed holidays as follows:

- (A) Employees having ten (10) years of service or less shall receive four (4) hours pay at their regular straight time rate of pay;
- (B) Employees shall receive six (6) hours pay at their regular straight time rate of pay after completing ten (10) years of service or more. All hours paid for shall count towards vacations and wage progressions.

**Section 3.3 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 will be eligible if they have completed ninety (90) calendar days of employment as part-time employees, except for regular part-time Courtesy and Custodial employees who will be eligible only after they have completed one (1) year of continuous service.

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.

**Section 3.4:** In addition to the calendar holidays set forth in Section 3.1 and Section 3.2, all Food Handler, Group 3, Courtesy and Custodial employees who are scheduled to work anytime Monday through Friday will receive three (3) additional floating holidays earned on the employee's anniversary date of each year.

Floating holidays are to be taken during the following anniversary year. Floating holidays shall be taken on mutually agreeable days between employee and Employer. One floating holiday may be taken by the employee on the Saturday prior to a vacation week.

Regular full-time employees shall receive a Monday off 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. The most senior employee in the store shall have the first preference.

Basis of payment for the above floating holidays is to be eight (8) hours straight time pay (or ten [10] hours straight time pay if on the four [4]-ten [10] hour workweek) for regular full-time and Retail Specialist employees. Part-time employees having less than ten (10) years of service shall receive four (4) hours pay at their regular straight time rate of pay, while those who

have completed ten (10) years of service or more shall receive six (6) hours pay at their regular straight time rate of pay.

#### **Article 4: Vacations**

**Section 4.1:** Regular full-time, part-time, Custodial employees, and Courtesy employees in the continuous employ of the Employer (excluding Group 3 part-time employees) shall 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 eight (8) years of service; four (4) weeks of vacation after sixteen (16) years of service; five (5) weeks of vacation after twenty (20) years of service with the same qualifications as stated herein.

Group 3 Part-Time employees in continuous employment of the Employer shall receive one (1) week of vacation after one (1) year of service, two (2) weeks of vacation after three (3) years of service, and three (3) weeks of vacation after eight (8) years of service.

For employees who accrue three (3) weeks of vacation or more, up to one (1) week per anniversary year of unused accrued vacation time may be cashed out.

All employees who are eligible to take two or more weeks of paid vacation per year shall be allowed to take all of their vacation in half (1/2) day or one (1) day increments. Requests to use these days must be made during the week prior to the posting of the schedule for the period when the vacation days are to be used. These requests will be granted as mutually agreed to by the employee and the Employer, provided that the Employer's consent shall not be withheld simply because the day requested is a weekend day or would result in an extended weekend.

**Section 4.2:** Full-time employees shall qualify for a vacation after working one thousand six hundred (1,600) hours or more during their anniversary year. If they work less than one thousand six hundred (1,600) hours, they will receive one-tenth (1/10<sup>th</sup>) 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 2, Section 2.12 will receive vacation payments based upon the reduced workweek in effect at the time the vacation is taken. Vacation pay for each week of vacation will be the average hours paid exclusive of Sundays and holiday hours worked during the preceding anniversary year. Average hours over forty (40) will be computed at one and one-half (1½) full-time employee's regular straight time rate of



pay at the time vacation is taken. Full-time employees who have worked sixteen hundred (1,600) hours or more in the preceding anniversary year will receive a minimum for each week of vacation, forty (40) hours pay based on their regular straight time rate of pay at the time vacation is taken.

**Section 4.3:** All part-time employees (including Courtesy and Custodial) upon completion of their anniversary year who have worked a minimum of six (6) months and one thousand forty (1,040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the same basis as Section 4.1.

Part-time employees (excluding Courtesy, Custodial and Group 3 part-time employees), upon completion of their anniversary year who have worked less than one thousand forty (1,040) hours during the previous twelve (12) month period (anniversary year) shall be entitled to a pro-rated vacation based upon their straight time rate of pay at the time of taking vacation on the basis of: one (1) week of vacation after one (1) year of service and two (2) weeks of vacation after two (2) years of service, and three (3) weeks of vacation after eight (8) or more years of service. (Group 3 part-time: One (1) week of vacation after one (1) year of service, two (2) weeks of vacation after three (3) years of service, and three (3) weeks of vacation after eight (8) years of service.)

All hours worked and/or paid for shall be considered as hours worked for purposes of determining vacation and vacation pay.

**Section 4.4:** If a holiday falls during an employee's vacation (excluding Group 3), he/ she will receive an extra day of vacation or the equivalent in pay. Employees shall receive vacation pay on the eve of their vacation, except in those instances where vacation is taken in less than a full week increment.

**Section 4.5:** All state and federal tax deductions made on vacation checks shall be computed on an individual week's basis.

**Section 4.6:** Vacation schedules in each store shall be posted by January 1<sup>st</sup> and vacations selected on the basis of seniority by February 15<sup>th</sup> of each year. The approved vacation schedule shall be posted in each market by March 15<sup>th</sup> of each year for the following twelve (12) month period to March 15<sup>th</sup>. Employees who fail to select vacations by February 15<sup>th</sup> will be placed at the bottom of the seniority list for the purpose of vacation selection.

## **Article 5: Wages**

**Section 5.1:** The minimum rates of pay of the various classifications covered by this Agreement shall be as outlined in Appendix B and C attached hereto and made a part of this Agreement. Length of service as a full-time employee shall be computed as that served by the employee with the undersigned company, or served as a member of District Local 663, if retained by a successor employer. Part-time previous service within the past three (3) years will be recognized only if re-employed by the same Employer or retained by a successor Employer.

**Section 5.2:** A part-time employee (excluding Group 3) is defined as an employee who works an average of less than thirty-two (32) hours per week exclusive of holiday hours worked and/or paid for three (3) consecutive weeks and shall be paid not less than the minimum hourly rates of pay listed in Appendix C.

**Section 5.3:** Part-time employees (other than Group 3 and Retail Specialist employees) who work ninety-six (96) hours or more in a three (3) week consecutive period (excluding holidays) shall receive the starting rate for full-time employees for the number of hours worked during the said three (3) consecutive week period only, providing no part-time employee shall receive full-time starting rate in more than two (2) weeks in which the employee worked less than thirty-two (32) hours per week.

**Section 5.4:** 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. Part-time employees hired on or between March 1, 2010 and March 2, 2014, will be placed into the nearest wage progression corresponding to their current wage rate, and shall be credited hours corresponding to the beginning hours of said progression. All part-time employees (excluding courtesy and custodial employees) hired on or after March 2, 2014, shall be credited for hours corresponding to wage rate if hired above scale. Employees who have been reduced from department head will be placed on the appropriate full-time rate of pay. This will apply to department heads who have been demoted in accordance with Article 17, Section 17.2, Group 1, Paragraph H, of this Agreement.

**Section 5.5:** When a full-time employee relieves a department head during a one (1) week period or longer, he/she shall be paid the department head rate of pay.

**Section 5.6:** Employees' check stubs shall show all deductions. If requested by the employee, the Employer will print out pay and direct deposit information for the employee.

### **General Conditions**

**Section 5.7:** When employees are required to travel from one 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 the rate specified by the Internal Revenue Service as the "standard mileage rate."

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

All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an Employer-initiated transfer. Temporary transfers may occur without notice as a result of an emergency situation arising in the business. No employee will be transferred as a means of discipline. The Employer shall take into account the circumstances of the affected employee in making transfer decisions.

### **Section 5.8:**

- (A) **Full-time Employees:** These employees' job duties shall include all work in all departments (excluding pharmacy) of the store including all production work commencing with the initial reduction of primal, sub-primal and/or supplemental cuts of all fresh or frozen meat department products including fish (whether by use of saw, grinder, cuber, tenderizer, slicer, knife or other tools of the trade), through and including the boning and leaning out of these products to reduce to retail cuts. The Employer will utilize all Journeymen first to do the above production work in the meat department.
- (B) **Part-time Employees:** These employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth above in Section 5.8, Paragraph A. In addition, the employee may wait upon trade and use the knife or slicer when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer. This also includes portion cutting of fish fillets for trayng purposes and fabricating and processing of all value added or specialty items.
- (C) Employees will receive their same rate of pay regardless of temporarily assigned job duties outside of the employee's normal department.

**Section 5.9:** The Employer will comply with any local, state, or federal regulations relative to the temperatures in the meat cutting rooms.

**Section 5.10:** 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) 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 and Custodial employees may also perform maintenance and cleaning in all areas inside and outside the store; clean and maintain shelving, equipment and display cases (refrigerated and non-refrigerated); remove cardboard from the shelf, case or display, and level product; collect and dispose of refuse or trash for all areas inside and outside the store; restock to the shelf or case all product returned, not purchased or otherwise moved by customers; remove product from shelf or case in the event of equipment breakdown or to clean the same and return product to the shelf or case thereafter, provided that these terms shall not apply to those full-time employees whose primary duties are the performance of skilled or “hard” maintenance such as electrical repairs, refrigeration work, etc.

## **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 upon employee request. Employees shall be allowed to include their own written accounts and rebuttals to all Employer-generated documents in their personnel file. 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 Shop Stewards 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 or stepchild.
- 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.

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

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

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

### **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/her store for work.

### **Article 11: Leaves of Absence**

**Section 11.1 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.

**Section 11.2 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.

**Section 11.3 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.

**Section 11.4 Medical Leave:** In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted 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.

**Section 11.5 Parenting Leave:** The Employer shall grant employees parenting leave of absence for a birth or an adoption of a child according to state law.

**Section 11.6 Victim, Witness, and Domestic Abuse Leave:**

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

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

Employees who are victims of domestic abuse will be 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.

**Section 11.7 SPUR (Special Project Union Representative) Leave:** A leave of absence will be provided for a period of time, 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 Pension programs as

provided by the agreement during this leave of absence. The Employer would provide this leave without loss of seniority. For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union.

**Section 11.8 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.

**Section 11.9:** 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 11.10:** 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. The Family and Medical Leave Act of 1993 is a United States Labor Law requiring covered employers to provide employees with job protected and unpaid leave for qualified, medical and family reasons.

## **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 Union representatives or stewards may take workers off of the sales floor to discuss the benefits of this Agreement, Union



membership or any other matter related to the worker's employment for a reasonable period of time not to exceed fifteen (15) minutes, at a time that is mutually agreed upon with store management. Union representatives and stewards will not interrupt workers who are serving customers.

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

**Article 13: Non-Discrimination Clause**

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

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

**Article 14: Retirement**

The Employer agrees to maintain for the duration of this agreement the established company 401(k) retirement plan.

Effective March 6, 2016, the Employer will no longer contribute to the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Pension Plan) and will no longer be bound by any trust agreement or plan documents for the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Pension Plan). The following 401(k) retirement plan will replace this plan for eligible employees.

- Kowalski’s will make contributions on behalf of all current and future FT employees, RPT employees and MPT employees into the current Kowalski’s Minneapolis 401(k) plan serviced by Tufford-Hughes & Associates (Financial Advisors to Kowalski’s Minneapolis 401(k) plan). Tufford-Hughes & Associates will be available to consult interested eligible and participating employees.
- Kowalski’s will make the following contributions on behalf of its eligible employees:

Current employees hired before March 6, 2016

- FT employees                      \$3.235 per hour up to 40 hours
- RPT/MPT employees              \$1.35 per hour up to 39.75 hours

Eligible employees hired on or after March 6, 2016

- FT employees \$1.85 per hour up to 40 hours
- RPT/MPT employees \$1.35 per hour up to 39.75 hours
- FT employees hired after March 6, 2016, will become eligible for contributions immediately.
- RPT/MPT employees hired after March 6, 2016, will be eligible upon reaching age eighteen (18) and completion of one thousand (1,000) hours of service in a year.
- Five (5) year vesting schedule for Employer contributions. The vesting schedule will recognize prior years of service for current employees.
- Vested balance is portable asset at retirement or termination of service. Non-vested portion will be redistributed back to the active employees in the plan.
- At retirement, accumulated balance determines payout. The employee can determine how and when they receive money from the plan.
- Kowalski's will make available to all employees who have completed the probationary period the option to contribute to this 401(k) retirement plan or have the option to offer a Roth plan, subject to the conditions and requirements of this plan. It is understood that the Employer itself will have no obligation to make contribution to this plan on behalf of any employee who is not eligible for the Employer contributions or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide the employees with an advantageous opportunity to set aside personal funds for retirement.
- UFCW Local 663 leadership will have two (2) seats on company's 401(k) board.

**Article 15: Health and Welfare**

- (A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours (full-time), exclusive of hours worked on Sundays and holidays, except for floating and banked 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 employee (excluding

Courtesy, Custodial and Group 3 part-time employees) working less than thirty-two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

- (B) The Employer agrees to pay contributions into the same Health and Welfare Fund on behalf of its Retail Specialist employees on the same basis as provided in Section A of this Article except that, in the case of such employees, hours worked on Sundays (but not on holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.
- (C) The schedule of contributions is as follows (see example in Appendix D):

For each full-time employee:

- Effective March 4, 2018: Employer contribution of \$217.20 per week, Employee contribution of \$20.00 per week.
- Effective March 4, 2019: Employer contribution of \$229.48 per week, Employee contribution of \$25.00 per week.
- Effective March 1, 2020: Employer contribution of \$248.26 per week, Employee contribution of \$25.00 per week.

For each modified part-time employee:

- Effective March 4, 2018: Employer contribution of \$113.99 per week, Employee contribution of \$5.00 per week.
- Effective March 3, 2019: Employer contribution of \$117.76 per week, Employee contribution of \$10.00 per week.
- Effective March 1, 2020: Employer contribution of \$127.32 per week, Employee contribution of \$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 nor employee contribution due on their behalf.

- (D) Modified 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 15(C).

- (E) The Employer agrees to make the health and welfare contributions for full-time employees and Retail Specialist employees only who work thirty (30) or more hours during the week.
- (F) The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this labor Agreement. Benefits may be modified by mutual agreement of the Board of Trustees.
- (G) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- (H) The Employer agrees to pay the weekly health and welfare payment for those modified part-time employees with five (5) years or more service, with the same Employer, when said part-time employees are on a paid vacation.
- (I) The Employer agrees to make weekly health and welfare contributions on all participating employees (full-time employees and modified part-time employees in accordance with Paragraph H above) for all earned or accrued vacation and holidays, provided that 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).
- (J) Management will be allowed to pay a part-time employee vacation pay during a week they work without having to pay the full-time health and welfare and pension when requested by the employee.

## **Article 16: Arbitration**

**Section 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.

**Section 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.

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

**Section 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.

**Section 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:

- (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance.
- (B) 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.
- (C) 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**

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

- (A) Full-Time Food Handler - Group 1 employees
- (B) Modified and Regular Part-Time - Group 2 employees
- (C) Group 3 Employees
- (D) Certified Pharmacy Technician employees
- (E) Courtesy Employees
- (F) Custodial Employees

Seniority shall be defined for each group in the following sections of this Article.

All part-time Food Handler employees will be allowed to perform any and all duties, excluding work done by employees in Group 1, Section 5.8, Paragraph A, or Certified Pharmacy Technicians who will maintain seniority amongst themselves.

The employee's seniority date in each group 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 day, their seniority ranking will be determined by lot.

**Section 17.2:** (Except for the Group 3 part-time classification). There shall be two (2) seniority groups within each of these classifications of employees: Group 1 and Group 2. All such employees must be classified within either Group 1 or Group 2.

**Group 1 – Full-Time Employees:** Those employees who are regularly scheduled to work forty (40) hours or more per week and those employees who have voluntarily agreed to work thirty-two (32) hours per week as set forth in Paragraph F below, or who have been involuntarily reduced to thirty-two (32) hours per week.

- (A) Employees in these groups shall have seniority in the bargaining unit covering all stores for the purpose of layoff or recall, and involuntary reduction in hours. The seniority date in these groups shall be the date of hire into these groups if hired directly into these groups or the date of transfer into these groups if transferred from Group 2.
- (B) The employee with the most recent date of hire or the most recent date of entry into the seniority groups shall be the first laid off. Such employees will be recalled on the basis of their group's seniority date. In the event of a layoff or reduction in hours of a Group 1 employee in a store, or layoff of a Group 2 employee in a store, all Group 3 employees must be laid off from the store in which the layoff or reduction occurs.
- (C) In the event an employee in Group 1 is due to be laid off or reduced in hours, such employee may bump the most junior employee within their classification, or he/she may exercise seniority for part-time status in Group 2 at the appropriate part-time rate of pay, on the basis of most recent date of hire with the Employer.
- (D) When a Group 1 employee is voluntarily reduced below thirty-two (32) hours per week, his/her seniority in Group 1 shall be lost and his/her seniority in Group 2 shall be effective as of the most recent date of hire with the Employer.
- (E) When a Group 1 employee has exercised seniority pursuant to

Paragraph C above, or has been involuntarily reduced from Group 1 to Group 2, his/her seniority in Group 1 shall continue to accumulate and his/her seniority in Group 2 shall be effective as of the most recent date of hire with the Employer.

- (F) A Group 1 employee may be reduced to a thirty-two (32) hour workweek *only upon* written request from the employee. Employees requesting a 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 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 choice.
- (G) When a Group 2 employee is advanced to Group 1 status, his/her seniority in Group 1 shall be effective as of the date of transfer into Group 1 and his/her seniority in Group 2 shall continue to accumulate.
- (H) The Employer may designate Department Heads consistent with the following provisions: There shall be no fewer than four (4) Department Heads per store in the Food Handler departments. An Employer who wishes to establish additional Department Head positions must first maintain and fill each of the six (6) Department Head positions specified by title in Appendix C of this Agreement on page 49 before it may fill any of the optional Department Head positions as provided below. Each Employer will have the option to designate a total of up to nine (9) Department Head positions in each store. However, no Employer shall be obligated to create or fill any additional Department Head positions by reason of these provisions. Each Employer may designate what positions or jobs will be recognized as additional Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within each company.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its additional Department Head positions, the incumbent employee will be promoted to Department Head status and remain in that position, subject to the provisions for demotion set forth below. Each Employer shall provide the local Union with two (2) weeks advance notice of its intention to designate a position as one of the additional or optional Department Head positions. This provision for such notice does not

reflect any requirement of Union approval, but rather will ensure that the Union is aware of the Employer's actions and may identify any employee concerns which might arise.

Department Heads selected from the jurisdiction of this area Agreement shall accumulate seniority while in the classification of Department Head and shall be retained in that position by the Employer irrespective of seniority. Department Heads selected from outside the jurisdiction of this area Agreement shall be entitled to only such seniority as is acquired in accordance with their length of service in case of layoff or rehire.

Employees designated Department Heads will continue in that capacity except that such Department Heads may be demoted by the Employer at any time with a two (2) week notice. An employee may step down with a two (2) week written notice. Department Head seniority shall be forfeited due to a break in service in the position of Department Head or store closure.

If a Classified Assistant or Retail Specialist is promoted to a Department Head position, Sunday shall remain part of their workweek.

- (I) It is the intention of the parties that the number of part-time employees (excluding Courtesy, Custodial and Group 3 part-time) shall not exceed three (3) part-time of such employees to one (1) full-time, Classified Assistant or Retail Specialist employee. Any Company as of March 2, 1980, who has a ratio of one (1) full-time, Classified Assistant or Retail Specialist employee (including grocery and pharmacy; excluding Courtesy and Custodial) to less than three (3) part-time employees (including grocery, pharmacy; excluding Courtesy, Custodial and Group 3 part-time) may reach the one (1) full-time to the three (3) part-time ratio only through store closing, normal attrition, or a combination of both. The Employer will be allowed to have twenty-five percent (25%) of full-time as Retail Specialists. The provisions of this Paragraph I shall have no application to stores employing eighty (80) or fewer bargaining unit employees, provided that no full-time employee on the store's seniority list as of March 1, 1998 shall be laid off or suffer a reduction in hours as a result of this clause.

**Group 2 – Part-Time Employees (Modified and Regular Part-Time):**

Those employees who are regularly scheduled to work less than thirty-two (32) hours per week.

- (A) Employees in these groups with more than five (5) years of



continuous service shall have seniority in the bargaining unit covering all stores for the purpose of layoff, recall and transfer.

- (B) Group 2 employees with less than five (5) years of continuous service shall have store seniority.
- (C) Seniority in this group shall be the date of most recent hire or transfer into this group, except as set forth in Sections D and E under Group 1. When a Group 3 employee is advanced to Group 2 (Regular or Modified) part-time, his/her seniority in Group 2 shall be effective as of the date of transfer into Group 2.
- (D) The top twenty-four percent (24%) of the Group 2 employees (defined as Food Handlers and Certified Pharmacy Technicians), in each store will be offered twenty-six (26) hours or more per week, exclusive of Sunday and holiday hours worked and/or paid for, as additional hours become available within the store. Junior employees in these groups shall not be scheduled to work more hours per week than senior employees except when a senior employee voluntarily requests, in writing, a reduction in weekly hours. The purpose of this provision is to make available more hours of work for senior Group 2 employees. In the event there is a violation of seniority relating to the number of hours scheduled for such junior employees, the Employer shall correct such violation by rescheduling during the following four (4) week period.
- (E) Once an employee is classified as modified part-time they will remain in this classification unless accepting an offer for a different classification or unless they choose to restrict and/or lower their available hours in a manner in which business needs do not allow scheduling a minimum of thirty (30) hours per week (such notification should be made in writing and a copy provided to their store director and a copy to the Union). If exercising this choice to lower their hours below thirty (30), then their classification will be changed to regular part-time.
- (F) Except for Group 3 part-time employees, Group 2 employees within each classification may request transfer into Group 1 when openings become available. Such requests must be made, in writing, to the Employer and the Union, and to be valid they must be re-filed after the effective date of each contract. Employees in Group 2 who so notify the Employer and the Union of their desire to be promoted to Group 1, prior to the filling of the position in Group 1, shall be selected in accordance with their seniority. Such employee's full-time rate of pay shall be the starting rate of pay for full-time employees in

the applicable classification according to Appendix C. However, the Employer may fill up to fifty percent (50%) 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.

- (G) In the event of layoff, a Group 2 employee with more than five (5) years of continuous service may exercise his/her seniority by bumping the most junior employee within each classification in Group 2.

**Group 3 - Part-Time Employees:** Any Employer who elects to establish Group 3 part-time positions in any of its stores may employ up to thirty (30) Group 3 part-time on a store by store basis. Group 3 part-time shall be scheduled a minimum of fifteen (15) hours and scheduled a maximum of twenty-eight (28) hours Sunday through Saturday. No Group 3 employee shall be scheduled to work fewer than four (4) hours per shift. The employer shall have no obligation to make benefit contributions, whether for pension or health and welfare, on behalf of a Group 3 employee. Group 3 part-time employees shall not be counted at all for purposes of assessing the Employer's compliance with the requirements set forth in Section 17.2, Paragraph I.

For the purpose of layoff, or advancement to Regular part-time, Group 3 part-time employees shall have seniority amongst themselves, on a store-by-store basis, based on date of hire into the Group 3 part-time position. All Group 3 part-time employees in a store must be laid off before any full-time or Regular or Modified part-time employee may be reduced in hours or laid off in that store.

Selection from Group 3 part-time to fill Modified part-time positions will be at the Employer's discretion. In the event a Group 3 part-time employee is moved into a Regular part-time vacancy, or selected to fill a Modified part-time position, the employee shall continue to accumulate hours towards the previous Group 3 part-time wage progression, until September 2, 2018 when the step based wage scale goes into effect for part-time and Group 3 employees in accordance with Appendix C. The Employer shall notify the Union and the appropriate Fund Administrator when a Group 3 part-time employee is moved to either Regular or Modified part-time. When a Group 3 part-time employee is moved to Regular or Modified part-time, all provisions of this agreement will apply, with the following exceptions: vacation schedule and personal holiday schedule. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this Agreement, the terms of this section shall control any questions concerning the terms and conditions of

employment in the Group 3 part-time position.

**Section 17.3 Courtesy Employees:** For purposes of layoff and recall, Courtesy employees shall have seniority based upon their most recent date of hire. The seniority of Courtesy employees will be separate from any other employees within the bargaining unit. Courtesy employees, in accordance with their seniority, will be given consideration for part-time Food Handler job openings, within their store provided they have a good record and ability and provided they have notified the Employer, in writing, prior to the filling of the part-time opening. Such employees will be placed on the beginning part-time rate of pay. However, the Employer may fill up to fifty percent (50%) of such openings with persons from outside the bargaining unit.

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

**Section 17.5A Classified Assistant Employees:** The Employer may, at its option, elect to offer employment in any given store in a Classified Assistant position. These positions shall be designated as Food Handler or Certified Pharmacy Technician. Classified Assistant positions may be filled by the Employer irrespective of seniority. Persons employed as Classified Assistant employees may be transferred by the Employer to Classified Assistant positions in other stores.

Notwithstanding any provisions in Article 2 to the contrary, employees working in the Classified Assistant position shall have a basic workweek of forty (40) hours to be worked in any five (5) days, Sunday through Saturday. For Classified Assistant employees, Sunday will be part of their basic workweek, and no premium pay shall be due for hours worked by such employees on a Sunday. These employees shall be scheduled to have two (2) days off each week, except in those weeks affected by holidays on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Classified Assistant employees shall be treated in the same manner as Group 1 employees.

**Section 17.5B Retail Specialist Employees:** The Employer may, at its option, elect to offer employment in any given store in a Retail Specialist position. These positions shall be designated as Food Handler or Certified Pharmacy Technician. Retail Specialist positions shall be filled on the basis of store seniority from those Group 2 part-time employees who respond to notice of such a vacancy to be posted within the store in which the vacancy exists. However, the Employer may fill up to fifty percent (50%) 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. Employees shall be given a period of five (5) calendar days within which to respond to any such posting. A Group 2 part-time employee who is placed in a Retail Specialist position shall be paid the entry level wage rate specified for the Retail Specialist classification as set out in Appendix C, except in the case of an employee whose regular part-time wage at the time of promotion is higher than said entry level wage rate. In that case, the employee shall be paid the Retail Specialist wage rate necessary to ensure that the employee does not suffer any reduction in hourly rate of pay and receive credit for the minimum number of hours corresponding to such wage rate for purposes of that employee's entitlement to subsequent wage increases. Employees assigned to the Retail Specialist position shall continue to be regarded as Group 2 part-time employees for purposes of contractual seniority rules as set forth in Section 17.2. Retail Specialists will have recall rights by store in case of reduction.

Notwithstanding any provisions in Article 2 to the contrary, employees working in the Retail Specialist position shall have a basic workweek of forty (40) hours to be worked in any five (5) days, Sunday through Saturday. For Retail Specialist employees, Sunday will be part of the basic workweek, and no premium pay shall be due for hours worked by such employees on a Sunday. These employees shall be scheduled to have two (2) consecutive days off each week, except in those weeks affected by holidays, on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Retail Specialist employees shall be treated in the same manner as full-time employees under Section 3.1(A). For purposes of assessing the Employer's compliance with the requirements of Section 17.5B, Retail Specialist employees shall not be eligible to claim four (4)–ten (10) hour day schedules.

Retail Specialist employees may request transfer into Group 1 when openings become available. Such requests will be handled in all respects in accordance with the provisions set forth in Paragraph E for Group 2 part-time employees in Section 17.2.

**Section 17.6 Certified Pharmacy Technicians:** For purposes of layoff and recall, Certified Pharmacy Technicians shall have seniority based on their most recent date of hire. The seniority of Certified Pharmacy Technicians will be separate from any other employees within the bargaining unit. The Employer shall reimburse its Certified 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. Employees who obtain certification will be entitled to receive an hourly "certification premium" in the amount of seventy-five cents (\$.75) per hour in addition to the regular rate of pay in Appendix "C" for so long as the employee remains certified. 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.

**Section 17.7 Seniority Lists:** At six (6) month intervals thereafter, 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 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/her option to reject the assignment.

**Section 17.8:** 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/her last known address, or absent from the job for any reason other than sickness or injury, for a period in excess of one (1) year. Any employee returning from an extended thirty (30) calendar days sickness or accident shall give their Employer a minimum of two (2) weeks' 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/her notice of intention to return to work.

**Section 17.9:** When 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 17.10:** 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.

**Section 17.11:** Students who cease employment because of their education

will maintain their seniority on their return to work.

**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**

**Section 21.1:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, PROVIDED A CALL TO THE EMPLOYER IS MADE IMMEDIATELY FROM THE DOCTOR'S OFFICE BY THE DOCTOR'S PERSONNEL NOTIFYING THEM OF THE EXTENT OF THE INJURY. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than three (3) eight (8) hour or three (3) ten (10) 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.

**Section 21.2: Drug Testing:** A drug and/or alcohol test will be conducted on all employees who are involved in accidents occurring during work time or on the Employer's property. Covered accidents include accidents that the employee caused or contributed to that involved:

- (A) Personal injury to employees or others which necessitates first aid and/or medical attention, and/or;
- (B) Substantial damage to the Employer's property which may necessitate first aid and/or medical attention to employees or others.

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

**Article 22: Safety and Store Security** – The Employer will establish and publish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employees. The Employer will post this policy in its breakroom and provide a copy to the Union.

### **Article 23: Waivers**

**Section 23.1 Full-Time Waiver:** In the event that a part-time employee is advanced to full-time status during the period of January 1<sup>st</sup> through December 31<sup>st</sup>, such employee will sign a waiver guaranteeing him/her the full-time rate of \$15.98 for the duration of the waiver period and a minimum of four (4) hours per week up to a maximum of one thousand two hundred (1,200) hours of said period. 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 waiver, the employee will not accrue any full-time benefits other than rate of pay. The Employer will be allowed to use up to three (3) full-time waivers per store per two-week schedule.

**Section 23.2 Replacement Waiver:** In the event that a full-time employee is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one (1) week, a replacement employee may be assigned for a period not to exceed

twelve (12) weeks per occurrence. The replacement employee will sign a waiver guaranteeing him/her the beginning full-time rate applicable to the classification utilized and a minimum of forty (40) hours per week for the duration of the replacement period. A copy of this waiver shall be forwarded to the Union at the time it is signed. During the replacement period, the employee will not accrue any benefits other than rate.

**Section 23.3:** It is a condition of employment that waiver employees shall be required to transfer, float and work Sundays during the waiver when there are not enough volunteers among regular meat department employees.

**Article 24: Shelf Stocking**

Employers shall be allowed to utilize suppliers, vendors and salesman to stock products that they represent; stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers for the purpose of doing resets. The above-referenced individuals shall be utilized in addition to, not as a replacement of bargaining unit employees. All other products will be stocked by members of Local 663 only, except that the store manager (but no other supervisor) may stock products.

**Article 25: Automation**

- (A) The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows: In the event the Employer introduces major technological changes which for the purpose of this article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such a change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice, but, in such case, the Employer will give as much advance notice as possible.
- (B) In addition, the Employer agrees:
  - 1) Any retraining necessary will be furnished by the Employer at no expense to the employees.
  - 2) Where retraining is not applicable, the Employer will make every



effort to effect a transfer to another store.

- 3) In the event an employee is not retrained or transferred and permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay.

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

- (C) An employee shall be disqualified for severance pay in the event the employee:
  - 1) Refuses retraining.
  - 2) Refuses a transfer within the bargaining unit.
  - 3) Voluntarily terminates employment.

### **Article 26: Jurisdiction**

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

### **Article 27: Separability**

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

In the event of such contract provision's 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 28: Term of Agreement**

This Agreement shall supersede all previous agreements, either oral or written, and shall be in effect as of March 4, 2018 and continue in full force and effect through 12:01 a.m., March 7, 2021 and thereafter unless a written notice to be given by either party sixty (60) days prior to March 7, 2021 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 \_\_\_\_\_, 2018.

**Accepted For the Employer:**

*Kowalski's Markets*

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Accepted For the Union:**

*United Food and Commercial Workers Union District  
Local Union 653*

By: \_\_\_\_\_  
*Matthew Utecht, President*

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

## **Appendix A-1**

### **Food Handlers 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 Food Handlers, Certified Pharmacy Technicians, and straight time for part-time Food Handlers, Certified Pharmacy Technicians and straight time for Courtesy and Custodial employees. A minimum of one (1) full-time grocery employee will be scheduled if available and paid for eight (8) hours. Mandatory full-time staffing on Sunday will not be required of stores that have four (4) or less full-time grocery employees exclusive of delicatessen and meat department employees. Stores of four (4) full-time grocery employees or less that do require full-time employees to work on Sunday the Sunday provisions in this Article shall apply. In the event that one (1) full-time employee is not available for such full-time duty, then the Employer shall employ a part-time employee on a voluntary rotation basis at full-time for such work and the employee shall receive one and one-half (1½) the Agreement starting rate for full-time Food Handlers for such duty. Part-time Food Handlers, Certified Pharmacy Technicians, and Courtesy or Custodial employees may be scheduled as needed, but for no less than their regular four (4) hour minimum call in. Sunday and holiday hours worked and/or paid for shall apply to the accumulated hours of each part-time employee for the purpose of wage progression. Part-time and courtesy hours shall apply toward vacation benefits.

Daily overtime will not be paid on Sunday premium but no employee will be scheduled to work more than eight (8) hours on that shift on a Sunday.

The provisions of this Appendix shall not apply to persons employed in the Classified Assistant, Retail Specialist and Group 3 part-time job classifications. However, no Group 1 full-time employee who has regularly worked on Sundays in the past shall be displaced from working his/her historical Sunday schedule by the assignment of a Classified Assistant or Retail Specialist or Group 3 part-time employee to work those hours. For purposes of implementing this arrangement, the Employer shall determine the amount and frequency of Sunday hours worked by Group 1 employees during the six (6) month period ending March 1, 1998. Based upon the pattern of Sunday hours actually worked during that period by such employee, the Employer will continue to include that employee in its Sunday work schedules. This practice shall continue until such time as the Group 1 employee shall decline or otherwise fail to work the Sunday hours scheduled for him/her.

**Appendix A-2**  
**Meat Employees Only Sunday Clause**

Sunday will be outside of 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. A minimum of one (1) Journeyman will be scheduled, if available, and paid for eight (8) hours each Sunday the store is open. Sunday and holiday hours worked and/or paid for shall apply to the accumulated hours of each employee for the purpose of wage progression.

As of March 6, 2011, the Employer will not be able to require a Journeyman, Service Employee or Apprentice to work on Sundays or Holidays.

Daily overtime will not be paid on Sunday premium.

## Appendix B Minimum Meat Rates

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Classification</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
Head Meat Cutter	\$26.84	\$27.34	\$27.84
Journeyman	\$25.84	\$26.34	\$26.84

### Apprentices

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 6 months	\$16.46	\$16.46	\$16.46
6 – 12 months	\$16.89	\$16.89	\$16.89
12 – 18 months	\$18.46	\$18.46	\$18.46
18 – 24 months	\$20.13	\$20.13	\$20.13
Thereafter	\$25.84	\$26.34	\$26.84

### Meat Helper

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 6 months	\$14.93	\$14.93	\$14.93
6 – 12 months	\$15.45	\$15.45	\$15.45
1 – 2 years	\$15.98	\$15.98	\$15.98
2 – 3 years	\$17.14	\$17.14	\$17.14
3 – 4 years	\$17.52	\$17.52	\$17.52
4 – 5 years	\$18.06	\$18.06	\$18.06
5 years and over	\$24.72	\$25.22	\$25.72

### Service Employee

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
First 6 months	\$13.25	\$13.25	\$13.25
Second 6 months	\$13.65	\$13.65	\$13.65
Second year	\$15.24	\$15.24	\$15.24
After 2 years	\$21.95	\$22.45	\$22.95

**APPENDIX C: UFCW 663 2018-2020 COLLECTIVE BARGAINING AGREEMENT**

**Kowalski’s Hourly Minimum Grocery Rates**

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Classification</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
Assistant Manager	\$25.73	\$26.23	\$26.73
Produce Department Head	\$25.73	\$26.23	\$26.73
Frozen Food Department Head	\$25.73	\$26.23	\$26.73
Bookkeeper or Head Cashier	\$25.73	\$26.23	\$26.73
Delicatessen Department Head	\$25.73	\$26.23	\$26.73
Company Designated (Up to 3 per store)	\$25.73	\$26.23	\$26.73

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

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 6 months	\$14.93	\$14.93	\$14.93
6 – 12 months	\$15.45	\$15.45	\$15.45
1 – 2 years	\$15.98	\$15.98	\$15.98
2 – 3 years	\$17.14	\$17.14	\$17.14
3 – 4 years	\$17.52	\$17.52	\$17.52
4 – 5 years	\$18.06	\$18.06	\$18.06
5 years and over	\$24.73	\$25.23	\$25.73

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

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
Start – one year	\$17.83	\$17.83	\$17.83
1 – 2 years	\$18.83	\$18.83	\$18.83
Over 2 years	\$22.73	\$23.23	\$23.73

**Classified Assistant – Hired on or After 03/06/16**

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
Start – one year	\$17.83	\$17.83	\$17.83
1 – 2 years	\$18.83	\$18.83	\$18.83
2 – 3 years	\$19.60	\$19.60	\$19.60
3 – 4 years	\$20.50	\$20.50	\$20.50
Over 4 years	\$22.73	\$23.23	\$23.73

<b>Retail Specialist – Hired Prior to 03/06/16</b>			
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 1040 hours	\$12.49	\$12.49	\$12.49
1041 – 2080 hours	\$12.99	\$12.99	\$12.99
2081 – 3120 hours	\$13.61	\$13.61	\$13.61
3121 – 4160 hours	\$13.86	\$13.86	\$13.86
Over 4160 hours	\$18.20	\$18.70	\$19.20

<b>Retail Specialist – Hired on or After 03/06/16</b>			
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 1040 hours	\$13.25	\$13.25	\$13.25
1041 – 2080 hours	\$13.61	\$13.61	\$13.61
2081 – 3120 hours	\$13.86	\$13.86	\$13.86
3120 – 4160 hours	\$14.40	\$14.40	\$14.40
4160 – 5200 hours	\$15.40	\$15.40	\$15.40
Over 5200 hours	\$18.20	\$18.70	\$19.20

<b>Full-Time Maintenance</b>			
	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Time worked</b>	<b>3/4/2018</b>	<b>3/3/2019</b>	<b>3/1/2020</b>
0 – 6 months	\$10.00	\$10.00	\$10.00
6 – 12 months	\$10.50	\$10.50	\$10.50
1 – 2 years	\$11.10	\$11.10	\$11.10
2 – 3 years	\$12.40	\$12.40	\$12.40
3 – 4 years	\$13.23	\$13.23	\$13.23
4 – 5 years	\$14.08	\$14.08	\$14.08
5+ years	\$19.33	\$19.83	\$20.33

<b>Employees who are above scale will receive the following increases:</b>			
March 4, 2018	\$0.50		
March 3, 2019	\$0.50		
March 1, 2020	\$0.50		

## Part Time Food Handlers and Part Time Pharmacy Employees

	Years	Effective 9/2/2018	Effective 3/3/2019	Effective 3/1/2020
Step 1	0-1	\$10.00	\$10.00	\$10.00
Step 2	1	\$10.25	\$10.25	\$10.25
Step 3	1.5	\$10.50	\$10.50	\$10.50
Step 4	2	\$10.75	\$10.75	\$10.75
Step 5	2.5	\$11.00	\$11.00	\$11.00
Step 6	3	\$11.25	\$11.25	\$11.25
Step 7	3.5	\$11.50	\$11.50	\$11.50
Step 8	4	\$11.75	\$11.75	\$11.75
Step 9	4.5	\$12.00	\$12.00	\$12.00
Step 10	5	\$12.25	\$12.25	\$12.25
Step 11	5.5	\$12.75	\$12.75	\$12.75
Step 12	6	\$13.25	\$13.25	\$13.25
Step 13	6.5	\$14.25	\$14.25	\$14.25
Step 14	7	\$14.50	\$14.50	\$14.50
Step 15	7.5	\$14.75	\$14.75	\$14.75
Step 16	8	\$15.00	\$15.00	\$15.00
Step 17	9	\$15.25	\$15.25	\$15.25

Employees who are above scale will receive the following increases:

March 4, 2018	\$0.25		
March 3, 2019	\$0.25		
March 1, 2020	\$0.25		

Provided further that Food Handlers and Pharmacy Employees in stores outside of Minneapolis shall receive not less than ten cents (\$0.10) above federal, state, city or county minimum wage, whichever is higher, during the term of this agreement.

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

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



### **Carryout and Maintenance Part-Time**

Courtesy employees and Custodial employees shall receive not less than twenty cents (\$0.20) above federal, state, city or county minimum wage, whichever is higher, during the term of this agreement.

## APPENDIX D

### Health and Welfare Cost for Employer and Worker

#### WEEKLY HEALTH & WELFARE COST

	3/4/2018 - 3/3/2019			3/4/2019 -2/29/2020			3/1/2020 - 3/6/2021		
Contract Classification	TOTAL Cost	Worker cost	Employer cost	TOTAL Cost	Worker cost	Employer cost	TOTAL Cost	Worker cost	Employer cost
Full time	\$237.20	\$20.00	\$217.20	\$254.48	\$25.00	\$229.48	\$273.26	\$25.00	\$248.26
Part time: Modified	\$118.99	\$5.00	\$113.99	\$127.76	\$10.00	\$117.76	\$137.32	\$10.00	\$127.32

#### WORKER & EMPLOYER HOURLY INCREASE IN COST PER YEAR OF THE CONTRACT

		3/4/2018 - 3/3/2019		3/4/2019 -2/29/2020		3/1/2020 - 3/6/2021	
Contract Classification	Avg hrs per wk used for costing	WORKER per Hr Increase	EMPLOYER per Hr Increase	WORKER per Hr Increase	EMPLOYER per Hr Increase	WORKER per Hr Increase	EMPLOYER per Hr Increase
Full time	40	\$0.25	\$0.41	\$0.13	\$0.31	\$0.00	\$0.47
Part time: Modified	39	\$0.00	\$0.05	\$0.13	\$0.10	\$0.00	\$0.25

## **Your Weingarten Rights**

In 1975, the U.S. Supreme Court ruled in the Weingarten decision that an employee is entitled to have a union representative present during any interview which may result in his or her discipline. It is up to you to insist on union representation. If you fail to do so, you may waive your rights.

If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your Weingarten rights:

“If this discussion could in any way lead to my being disciplined or terminated, I respectfully request that my union representative or steward be present at this meeting. Without representation, I choose not to answer any questions.”

### **Do the following:**

1. Ask your supervisor if you might be disciplined as a result of the interview. If he/she says “No,” ask for a written statement to that effect. If he/she gives you such a statement, you must participate in the interview. If not, read him/her your Weingarten rights, remain for the meeting, take notes, and afterwards immediately contact your union representative.
2. If he/she says you might be disciplined but will not allow you to have a union representative present, read him your Weingarten rights, stay in the room, take notes, and do not respond to any questions. Afterwards, contact your union representative immediately. If the supervisor allows your union representative to be present, you should participate in the interview.

## **Your Rights Under the Law**

**Your rights are set forth in Section 7 of the National Labor Relations Act:**

**Section 7:** “Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining...”

**Section 8:** “It shall be an unfair practice for an employer... to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7...”

**It is your legal right to support, form and/or promote a union at your workplace!**

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

## **Member Information**

Read your bi-monthly issue of the *Fact Finder* for information regarding benefits, programs and events available to all members. Articles will cover various topics including Health & Welfare and Pension, Ours Resort, scholarship information and important news.

Look for ticket entries for various sporting events and fun activities!

### **Available to you as a member of UFCW Local 663:**

**Ours Resort** in Lutsen, Minnesota, on the shore of Lake Superior—six cabins with fully equipped kitchens, HDTV, Blu-ray/DVD player, fireplace, porch/deck, bedding, towels and soap provided. Outdoors you'll find charcoal grills, deck chairs, swing set, horseshoe pit, and beautiful views. Open year-round.

For more information on Ours Resort and to check availability, please check our website at [www.ufcw663.org](http://www.ufcw663.org), then click on Member Benefits. To make reservations, call our office at 763-525-1500 or 1-800-292-4105.

## **Withdrawal Card Information**

If you will be leaving the industry for any reason (including illness, personal leave, medical leave, going back to school, retiring, or even for a different job), we recommend that you request a withdrawal card. This will put your dues on hold while you are away, and protect your initiation fee so that you don't have to pay it again when you return.

To qualify for a withdrawal card, you must be a fully initiated member and be current on your monthly dues. To obtain a withdrawal card, call the union office at 763-525-1500 or 1-800-292-4105.



