

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

JBPM, Inc. d/b/a CHISHOLM JUBILEE

AND

**UNITED FOOD AND COMERCIAL WORKERS
LOCAL NO. 1189**

WHEREAS, JBPM, Inc. d/b/a Chisholm Jubilee (hereinafter “Jubilee”) and the United Food and Commercial Workers Local 1189 (hereinafter “UFCW”) have entered into a labor agreement that has effective dates of June 7, 2020 through June 6, 2023 (hereinafter the “Labor Agreement”); and.

WHEREAS, UFCW is the exclusive representative to employees employed by Jubilee within certain positions in the meat department. As a practical matter the contract a was applied to one position, to wit, Journeyman Meat Cutter; and

WHEREAS, Prior to the expiration of the agreement, the parties did engage in good faith negotiations in two formal sessions held on May 15, 2023 and May 19, 2023 focused upon the terms and conditions of the Agreement; and

WHEREAS, during the course of those negotiations, Jubilee has indicated and offered to provide verification that sales volumes, customer counts and revenue have fallen dramatically which have drastically affected the financial position of Jubilee; and

WHEREAS, given all of the facts and circumstances surrounding the negotiations, the parties have reached agreement upon a planned layoff with attendant terms and conditions.

NOW THEREFORE it is hereby agreed and understood between the parties as follows:

1. That the negotiation related to the renewal of the current collective bargaining agreement between the parties shall be suspended.
2. That Employee Michael Szweduk shall agree to enter into a period of layoff upon the following terms and conditions:
 - a. The effective date of the lay-off shall be May 19, 2023; it is agreed that Mr. Szweduk shall be paid a full eight (8) hours for that day.

- b. Mr. Szweduik shall be on a paid vacation period that will extend six (6) weeks and three (3) days from May 20, 2023 to July 4, 2023 wherein weeks will be paid at forty (40) hours and of the three additional days will be paid at eight (8) hours apiece.
 - c. Following the vacation period, Jubilee agrees to pay the employer share for continued insurance coverage under Article 16 of the current collective bargaining agreement for a period of six (6) additional months.
3. The Parties agree that during the lay-off period, there shall be no additional employees hired or recruited into the meat department. Should the financial situation and sales volume increase to a point that would support return of the employee on the lay-off period Mr. Szweduik will be contacted and offered return to his position. In the event he is unavailable or declines, Jubilee will provide notice to UFCW for assistance in recruiting/filling the position.
4. The Parties agree that they will "check-in" with each other to review the conditions surrounding the position on at least the six (6) month, eight (8) month and twelve (12) month anniversary of the lay-off date.
5. During the lay-off period, the Parties agree that they will continue to negotiate in good faith to establish an objective threshold related to increase or return of business as a triggering event of returning Mr. Szweduik to work or filling the position.

**JBPM, INC. d/b/a CHISHOLM
JUBILEE:**

By: 
Its: Attorney/Authorized Agent

May 19, 2023
Dated

**UNITD FOOD AND COMMERCIAL
WORKERS, LOCAL NO. 1189:**

By: 
Its: Union Representative

5/19/2023
Dated