

**Letter of Understanding between Miner's, Inc. and UFCW Local 1189**

This letter of understanding by and between Miner's Inc and UFCW Local 1189, supplement the parties' existing Collective Bargaining Agreement.

This letter is intended to clarify both parties' interpretation or understanding in moving forward in regard to administering the labor agreement recently negotiated and effective as of April 24<sup>th</sup> 2022.

Vacation accruals - Currently in the Grocery contract under section 8.7 **Vacation Pay Calculation**. Vacation pay shall be based on the average number of hours worked on a weekly basis during the year. "During the year" means the fifty-two (52) weeks immediately preceding the Employee's anniversary date.

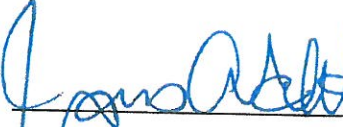
Even though the Grocery and Meat contracts states the calculation is based on "hours worked" both parties would agree that the formula for calculating current and future accruals would be based on all compensated hours including "non-working time" such as holiday pay that is not worked, vacation pay that is not worked, jury duty pay, and bereavement pay, this list is not all inclusive. It is both parties' intention to use all compensated hours. In addition under Section 8.15 Workers Compensation would also be included when applicable - "An Employee absent from work because of workman's compensation injury will have the time absent from work counted as time worked for a period of up to eight (8) weeks.

It is further understood both the Union and Miner's, Inc. would also agree to allow Owners and their immediate family members to be allowed to work in the stores covered by this agreement to do bargaining unit work as "non-union" workers. Both parties agree that "Owners and immediate family members" would be restricted to actual owners holding shares, owners' children, or an owners' grandchildren. Any other relation to the owner would not be deemed to meet this exception.

As part of this letter of understanding, the parties agree that a maximum of one (1) Assistant Manager, per store, who is hired or promoted after September 30, 2014, may elect to be a non-union member and do bargaining unit work, Article 2.1. It is further understood that Two Harbors #528 and West Duluth #565 currently have 2 non-union Assistant Managers which conflicts with Article 2.1. Should one of the two Assistant Managers leave employment, transfer, or be promoted the Employer will comply with Article 2.1.

  
\_\_\_\_\_  
Employer

12/13/2022  
Date

  
\_\_\_\_\_  
Union

13 Dec 22  
Date