International Falls County Market

Contract

Effective

07/17/2022 – 07/13/2025

United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211
Duluth MN 55812
Phone: 218-728-5174 or 800-942-3546
Fax: 218-728-5178
Website: www.ufcw1189.org

Other important phone numbers:
Grocery pension office: 800-570-1012
Meat pension office: 800-531-2385
Health care/dental (Wilson McShane): 1-800-570-1012
Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

Know Your Rights
Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.

2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.

3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.

4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.

5. After you have requested Union representation, the Employer rights are:

    a. They can grant your request and bring in a Union Representative.
    b. They can discontinue the interview and proceed with the investigation without your participation.
    c. The Employer can offer you the choice of proceeding without Union representation.

Remember:
What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

AGREEMENT

By and Between

INTERNATIONAL FALLS
COUNTY MARKET

And

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #1189

JULY 17, 2022 - JULY 13, 2025

1-800-942-3546

FAX 1-218-728-5178

www.ufcw1189.org

WILSON MC SHANE

Pension & Health Care

1-877-752-3863

A G R E E M E N T

INT'L FALLS COUNTY MARKET
INTERNATIONAL FALLS, MN
JULY 17, 2022 - JULY 13, 2025

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AGREEMENT

THIS AGREEMENT is entered into and is effective on the 17th day of July **2022**, between INT'L FALLS COUNTY MARKET of International Falls, Minnesota, hereinafter referred to as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO.1189, chartered by the United Food and Commercial Workers International Union - AFL-CIO.

ARTICLE 1
INTENT AND PURPOSE

1.1 The Employer and the Union in recognition of the need of continuous service through cooperation, mutually agree to cooperate fully for harmonious relationship, efficient store operation, and maximum service.

1.2 All Employer rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement, are retained by the Company and remain exclusively within the rights of the Company.

1.3 The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

1.4 In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes said Union as the sole representative of the employees in the classifications set forth in this Agreement for the purposes of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, excluding all store managers, full-time bookkeeper, watchmen, guards, and supervisors, as defined in the National Labor Relations Act, as amended.

2.2 The Employer agrees not to enter into any other agreement with any other organization during the life of the Agreement with respect to employees covered by this Agreement.

2.3 Any department or space leased out and under the control or direction of the Employer, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the United Food and Commercial Workers Union, Local No. 1189. The parties understand and agree that the jurisdiction of the Union includes the work and services connected with the handling or selling of merchandise to the public, with those limitations as set forth in the exclusions of the unit description in Section 2.1.

2.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give the Union and the employee affected two (2) weeks (14 calendar days) notice of termination of employment where the Employer is terminating his business or selling the same. Where the employee works less than his/her normal schedule after the notice he/she shall receive his normal pay.

2.5 Should the Union negotiate any term, provision or condition or a collective bargaining agreement with an employer competitor to the Employer signatory hereto, then the Employer signatory hereto shall, at its election, be able to adopt such term, provision or condition as a term, provision or condition of its contract. If a term, provision or condition already exists in this contract, then the other term, provision or condition which is, in the opinion of the Employer, more beneficial to the Employer signatory hereto, it shall be substituted therefore. If such term, provision or condition of a competing employer does not appear in this contract, then it shall be added to this contract the same as if it were originally contained herein. Acceptance of one part of the settlement made by competing employers will result in the Employer being required to accept all of that settlement made by the competing employers and adopt each and every provision and condition of the contract arrived at by the competing employers.

ARTICLE 3
UNION SECURITY

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are covered by this Agreement who are members of the union in good standing on the date of the execution of this Agreement shall remain members in good standing, and those who are not members in good standing, on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

3.2 The Employer agrees to deduct union dues and initiation fees and/or reinstatement fees and uniform assessments from the wages of the employees in the bargaining unit who provides the Employer with a voluntary written authorization which shall be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

3.3 The deduction of the union dues shall be made on a weekly basis and shall be remitted to the Union on a monthly basis. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted.

3.4 The Employer agrees, under the contract requirements of sections 3.1 and 3.2 above, to have a new employee complete a Union membership card and dues deduction authorization at the time of hiring and will remit same to the Union office immediately so the new employee can be added to the first billing list following eligibility. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.

ARTICLE 4
HOURS OF LABOR

4.1 All scheduled or approved work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be compensated for at one and one-half (1½) times the regular hourly rate. In weeks wherein a holiday is celebrated, the work week shall be thirty-two (32) hours - four (4) days of eight (8) hours each except as otherwise provided in the Holiday clause.

There shall be no pyramiding or duplicating of daily or weekly overtime or premium pay.

Four (4) store meetings are permitted per calendar year, after which the call-in provisions of Article 4.2 are applicable.

Full-time employees who request permission to leave work during a work day for their convenience may later work by mutual agreement up to nine (9) hours per day at straight-time pay, up to the amount of absence. Information on such adjustments shall be retained and be available in the store for a reasonable period, not to exceed three (3) years.

4.2 A. All time worked shall be consecutive, except up to one (1) hour shall be allowed for lunch each day if the employee works more than seven (7) hours. Lunch is to be scheduled as near as possible to mid-shift. No employee shall be scheduled to work in excess of five (5) hours without a meal period. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. to complete the night operations shall take up to one (1) hour for an unpaid supper break. By mutual agreement between the Employer and the employee, such supper break may be waived and the employee will then work straight through to complete his or her shift. Full-time employees shall have four (4) hours call-in work or pay. Part-time employees shall receive four (4) hours call-in pay if the store is open for business and two (2) hours' call-in pay if the store is not open for business.

B. No employee shall be scheduled for less than eighteen (18) hours per week Sunday through. These minimums do not apply if the employee has restricted their availability to work.

4.3 It is further agreed that the Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of Local 1189. The payroll records will be available for a maximum period of three (3) years.

4.4 Employees, if absent, shall call in daily, or shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the employee shall report his availability for work at least twenty-four (24) hours prior to the time that he expects to report for work or prior to the time the Employer makes up the work schedule for the next week.

4.5 Each employee who works four (4) hours shall receive one (1) fifteen (15) minute uninterrupted rest period. Regular employees who work seven (7) hours or more shall receive two (2) fifteen (15) minute uninterrupted rest periods as close to the middle of each half shift as is practicable.

4.6 Employees shall be paid in full for all time spent in the service of the Employer. All employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis.

4.7 Work Schedule Posting Work schedule for all Employees shall be made up for a one week period. The schedule shall be posted for a one week period no later than Thursday at 3:00 p.m. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except by mutual agreement or Acts of God.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 The Employer may require employees to perform work coming under the jurisdiction of the Meat Department or require Meat Department employees to perform work under jurisdiction of the Grocery Department.

5.2 The temperature of the store shall be maintained at a level to insure the comfort of the employees and the efficient and proper operation of the business, emergencies and Acts of God accepted.

5.3 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours the employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed and for the collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.

5.4 The Employer shall have the right to adjust wages of employees, provided such adjustments are made over the contract rate range, and provided further that such adjustments are made within the contract period. Quarterly, upon request from the Union, the Employer will provide a complete list of active employees and their hourly wage rate.

5.5 Tools shall be furnished by the Employer and sharpening of tools shall be on the Employer's time. All tools and equipment shall be maintained in an operable condition.

5.6 All employees shall present themselves on time, ready for work, clean and neat in appearance, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the store, the Employer or the Union.

5.7 No employee shall make any written or verbal agreement that will conflict with this Agreement.

5.8 Non-discrimination Clause: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, physical handicap, or other protected status.

5.9 No employee shall be required to make good any bad checks cashed, unless said checks have been cashed in violation of store rules and regulations that have been posted on a conspicuous place in the store for at least thirty (30) days and a copy sent to the Union.

5.10 The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging his/her duties, provided such duties do not interfere with the regular performance of his/her work for the Employer or in any way interfere with the operation of the business.

It is agreed and recognized, however, that the Employer shall give reasonable consideration to mutually agree to an adequate time to allow a steward to perform the functional responsibilities of the appointment without compensation from the Employer.

5.11 The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union labor.

5.12 Members of the Union may wear their Union button when on duty.

5.13 The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.

5.14 The Employer shall not require the employee to take a lie detector test.

5.15 The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment, and shall provide a first-aid kit containing bandages, etc.

5.16 If a physical examination or health permit is required by the Employer, the medical fee for such examinations shall be borne by the Employer.

5.17 Any employee, full-time or part-time, who serves in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit which they serve. Such employees shall give the Employer two (2) weeks' prior notice. An employee shall not be required to take military training duties as his/her earned vacation.

5.18 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States.

5.19 Labor-Management Committee: There shall be established a Labor-Management Committee which shall consist of one (1) representative from each store with an equal number of representatives from the Union. This Committee will meet twice a year, if necessary, to resolve any problems relative to the application of the Labor Agreement. The Committee shall not have authority to settle or process individual grievances or problems.

ARTICLE 6
LAUNDRY UNIFORMS

6.1 In the event the Employer requires their employees to wear smocks, aprons, jackets, caps, uniforms, or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the employees drip-dry uniforms, and the employees accept the same, the employees shall launder the uniforms. Jackets for utility employees will be available for inclement weather. Jackets for unloading trucks will be available. Where the Employer is presently furnishing and maintaining uniforms, they shall continue to do so.

6.2 The Employer shall be entitled, as part of its store rules, to implement an appearance and dress code to be developed by the Employer. Any uniforms which the Employer requires employees to wear will be supplied, at no cost, by the employer. The Union will be supplied a copy of the policy.

ARTICLE 7
NO STRIKE - NO LOCKOUT

7.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority, shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

7.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary legal picket line or refuses to go through or work behind any primary legal picket line, including the primary legal picket line of unions party to this Agreement, and including primary legal lines at the Employer's place of business.

ARTICLE 8
VACATIONS

8.1 Full-time employees hired before July 18, 2015 that have been employed one (1) year shall receive one (1) week's vacation with one (1) week's pay. Employees hired before July 18, 2015 that have been employed two (2) years or more shall receive two (2) weeks' vacation with two (2) weeks' pay; seven (7) years, three (3) weeks' vacation with three (3) weeks' pay; fifteen (15) years, four (4) weeks' vacation with four (4) weeks' pay. Employees that have been employed for twenty-five (25) years or more shall receive five (5) weeks of vacation. All vacations may be consecutive or nonconsecutive weeks.

8.2 Vacation pay is to be prorated upon termination of employment. An employee discharged for proven theft, violence, threat of violence, intentional damage to property, belittling another employee based on their sexual preference, sexual orientation, unjust treatment of another person based on race, age, or sex would forfeit any earned and accrued vacation.

8.3 Part-time employees hired before July 18, 2015 that have been employed one (1) year shall receive one (1) week vacation with pay. Employees hired before July 18, 2015 that have been employed two (2) years shall receive two (2) weeks' vacation with two (2) weeks' pay; seven (7) years, three (3) weeks' vacation with three (3) weeks' pay; fifteen (15) years, four (4) weeks' vacation with four (4) weeks' pay. Employees hired before July 18, 2015 that have been employed for twenty-five (25) years or more shall receive five (5) weeks of vacation. All vacations may be consecutive or nonconsecutive weeks. Vacation will be based on the average number of hours worked each week during the year.

8.3a. Part-time Food Handling Employees hired after July 18, 2015 shall be entitled to annual vacation of one week after completing one (1) year of employment, two (2) weeks after completing two (2) years of employment, and three (3) weeks after completing eight (8) years of employment. Full-Time Food Handling employees hired after July, 18, 2015 shall be entitled to annual vacation of one (1) week after completing one (1) year of employment, two (2) weeks after completing two (2) years of employment, three (3) weeks after completing eight (8) years of employment, and four (4) weeks after completing fifteen (15) years of employment with Miner's.

8.3b. Utility Employees hired after July 18, 2015 shall be entitled to annual vacation of one (1) week after completing two (2) years of employment, and two (2) weeks after completing three (3) years of employment.

8.4 Vacation pay for employees shall be at the employee's straight-time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the employee is entitled.

An employee absent from work because of worker's compensation, injury, accident or illness verified by a doctor's certificate, if requested, will have the time absent from work for any one (1) of those reasons counted as time worked for a period of up to two (2) months for the purpose of vacation computation.

8.5 Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the granted time requested by the employee interfere with the operation of the business, the Employer and employee will mutually arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the operation of the business. Each employee will be notified of his or her vacation period as far in advance as practicable. The Employer reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited.

If those stores where problems arise and/or those stores where mutual agreement cannot be achieved, a procedure for vacation selection shall be adopted as a matter of company policy. In each store, the following may be gone on vacation at one time: a minimum of one (1) full-time and one (1) part-time based on actual seniority within the store. An employee's vacation shall be calculated on an anniversary to anniversary date (anniversary is defined to be the date of hire date). An employee earns vacation based on time worked. An employee's vacation is earned after the completion of each anniversary year. Vacations earned shall be scheduled as provided above. For example, an employee who starts August 1st shall have earned his or her vacation on the next August 1st. The date or dates for taking the vacation and the amount of

vacation to be taken shall be scheduled and calculated in accordance with the procedures provided in this contract.

8.6 A. Employees must request their vacation time by April 1st of each year. For employees making their vacation request by April 1st of each year, those with seniority will be given preference as to the vacation time they have selected. As between employees requesting the same vacation period after April 1st, the request of the senior employee shall prevail provided the senior employee has made the request for vacation dates first.

B. If employees have not made a vacation period selection by April 1st of each year, vacations will be allowed by the Employer at the convenience of the Employer and the needs of the business. A senior employee who has not selected their vacation schedule by April 1st shall not have the right to displace the vacation schedule of a less senior employee, unless the senior employee has requested the designated vacation time before a junior employee claims the same vacation time.

C. The following examples serve as an understanding of how selection of vacations will occur based on time of requesting and seniority:

i. Before April 1st, if a senior and junior employee have made a request for vacation on the same day, the senior employee will be given the right to the vacation.

ii. After April 1st, if a senior and junior employee have made a request for the same vacation period, it is the intention of the parties that in this situation the award for vacation will be on a first come first served basis.

8.7 As soon as the Employer receives notice that an employee is relinquishing the time that they have selected for vacation schedule, the Employer shall determine if any employee has previously signed up for the relinquished vacation schedule. If only one employee has previously signed up for the relinquished vacation schedule, that employee shall be given the opportunity to select the relinquished vacation schedule. If more than one employee has previously signed up for the vacation schedule, the first to have signed up shall be given the opportunity to select the relinquished vacation schedule. If more than one employee has previously signed up for the vacation schedule at the same time, the senior most employee shall be given the first opportunity to select the relinquished vacation schedule.

ARTICLE 9
HOLIDAYS

9.1 No full-time employees shall be required to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any calendar week in which a holiday occurs, the basic straight-time work week shall consist of thirty-two (32) hours to be worked in four (4) eight (8) hour days exclusive of the holiday. In case employees are asked to work the above-mentioned holidays, and agree voluntarily, they shall be paid holiday pay plus three dollars ($3.00) per hour premium pay. (Part-time and Utility employees three dollars ($3.00) per hour.)

9.2 The retail grocery stores covered by this Agreement shall close at 4:00 p.m. on Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m. on Christmas Eve.

9.3 In addition to the above-named holidays, regular full-time employees shall receive two (2) additional personal holidays with eight (8) hours straight-time pay scheduled by mutual agreement between the employee and the Employer.

9.4 In the event the Employer deems it necessary to open his/her store for business on Sundays and Holidays, no full-time employee shall be required to work such hours. Such work shall be outside the regular work week. Full-time employees who voluntarily work on Sundays or holidays shall be paid their regular rate of pay plus premium pay of three dollars ($3.00) per hour for each such hour worked, and part-time employees shall receive three dollars ($3.00) per hour addition to their regular hourly rate of pay for all such hours worked.

9.5 Regularly scheduled part-time employees hired before July 18, 2015 working in any holiday week, who have worked ninety (90) days for the Employer and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for a bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours on average that they are scheduled to work per day, not to exceed eight (8) hours of straight time pay. No employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Holiday pay will not be computed in the payment of overtime for full wages.

Part-time employees hired before July 18, 2015 with 2,080 hours will receive two (2) floating holidays for which they will receive pay based on the average number of hours that they are scheduled to work per day not to exceed eight (8) hours of straight time pay.

Part-time employees hired before July 18, 2015 who have worked for the Employer five (5) or more years shall receive holiday pay regardless of whether or not the holiday falls on a day the employee is normally scheduled to work.

Part-time employees hired after July 18, 2015 shall not be entitled to holiday pay or paid personal days.

9.6 In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article.

9.7 When a holiday occurs within a work week, the regular hours for Full-time Employees for that week shall be thirty-two (32). All time worked in excess of thirty-two (32) hours in a week in which a holiday occurs shall be paid for at one and one-half (1½) times the employee's regular rate of pay. During the week in which Christmas Eve occurs, the basic work week shall be twenty-nine (29) hours. However, when Christmas Eve falls on Sunday, the preceding basic work week will be thirty-seven (37) hours, and the following basic work week will be thirty-two (32).

9.8 Employees shall be granted time off without pay to attend Good Friday church services, if the employee so desires.

9.9 An employee who meets the previously stated qualifications provided in the preceding paragraphs of this article and the following eligibility requirements shall receive holiday pay for the above holidays.

A. The employee must work the full scheduled work day immediately before and after such holiday, unless excused by the company because of proven bona fide illness or injury, or other legitimate reason.

B. The holiday does not fall on a day which the employee is away on a written leave of absence or on layoff.

C. The employee works on a holiday when he/she has accepted such work, unless excused by the Company because of a proven bona fide illness or injury, or other legitimate reason.

9.10 Sunday Operations: Sunday operations shall be part of the regular work and shall be included in all appropriate employee benefit computations including wage progression, minimum scheduled hours, minimum call-in hours, vacations, holiday pay, Health & Welfare and Pension.

Full Time employees shall receive their existing rate of pay and an additional three dollars ($3.00) per hour on all hours worked on Sunday.

Part Time employees shall receive their existing rate of pay and an additional three dollars ($3.00) per hour on all hours worked on Sunday.

ARTICLE 10
SENIORITY

10.1 DEFINITION: Seniority shall be defined as the length of continual service with the Employer while working under the jurisdiction of this Agreement.

10.2 Seniority shall prevail in regard to laying off, reduction in hours, and rehiring, provided the employee is qualified to do the work available and works at the contract rate. Seniority may be exercised for layoff and rehire against the most junior employees in Section A, B, and C below in the following order:

A. Among the employees within each seniority group as provided for in paragraph 10.6 within each store.

B. Among all of the employees within each store within their classification.

C. Among all of the employees employed by a company in each individual town.

10.3 All department heads, as provided for in this Agreement, shall have super seniority in the store where they are employed.

10.4 A full-time employee reduced in hours may (1) elect to displace a less senior full-time employee's hours on a daily basis within his/her store; (2) within the city on a weekly basis, or (3) displace the most senior part-time employee within the store on a weekly basis. Such full-time employee must be qualified and available to perform such work in each instance.

10.5 In each instance, moreover, it is understood that an employee will not exceed eight (8) hours per day or forty (40) hours per week. In the event two (2) or more part-time employees are employed in the same store, a senior part-time employee, if qualified and available, may claim the total schedule of hours of a particular less senior employee. It is specifically

understood that this is an exchange of total hours, not an add-on, and that part-time employees may not claim partial hours of another part-time employee's schedule. Such claim shall be in writing and is to be made only when there is an opening or change of schedule.

10.6 Separate seniority lists shall be established for the following seniority groups:

1. Full-time grocery employees.
2. Part-time grocery employees.
3. Full-time bakery employees.
4. Part-time bakery employees
5. Journeyman meat cutters
6. Apprentice meat cutters.
7. Meat Helpers Full Time
8. Meat Helpers Part Time
9. Full-time deli.
10. Part-time deli.

10.7 When an opening occurs for a full-time employee position other than department heads, present part-time employees shall be given the first opportunity to fill not less than 50% such openings, provided they have the skills and ability to perform the work. Part-time employees will not accrue seniority over a full-time employee, but will have seniority as far as other part-time employees are concerned. Seniority will not apply to the scheduling of hours of work of part-time employees, except as provided herein.

No part-time employee shall have his/her hours reduced in an effort to discriminate against said part-time employee. Seniority in regard to all matters other than layoff, rehire or reduction in hours shall be limited to each seniority group: (1) full-time grocery employees; (2) part-time grocery employees; (3) full-time bakery employees; (4) part-time bakery employees; (5) journeyman meat cutters; (6) apprentice meat cutters; (7) meat helpers full-time; (8) meat helpers part-time; (9) full-time deli; and (10) part-time deli.

10.8 The following full-time/part-time employee classifications shall apply for purposes of computing wage rates, seniority, and all other employee benefits:

10.8a *FortyPlus Employees. FortyPlus* Full-time Employees (sometimes referred to herein as "Full-time Employees") shall be any employee who averages forty (40) hours or more per week, Monday through Saturday.

10.8b There shall be two part-time employee classifications:

(i) *ThirtyPlus Employees.* A *ThirtyPlus* Part-time Employee shall be any Employee who averages less than forty (40) hours per week but thirty hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(ii) *Part-time Employees.* A Part-time employee shall be any Employee who averages less than thirty (30) hours per week Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

10.9 Previous comparable experience shall be considered for the purpose of wage rate determination. All claims by employees for prior food handling experience must be disclosed during the application process. Employers that employ employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union.

10.10 New employees whose seniority has been terminated in accordance with Section 10.11 shall obtain seniority after sixty (60) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire.

10.11 An employee shall cease to have seniority if the employee:

A. Quits.

B. Is discharged for cause.

C. Fails to return to employment after lay-off and reasonable notice of recall, sent by certified mail with return receipt requested, to the employee's last known address, as provided to the Employer for its files.

D. Is absent for any reason except military service for a period of one (1) year or more.

E. No employee shall lose seniority because of sickness or for accident or for any other reason beyond the control of the employee subject to a one (1) year limitation.

F. After six (6) months as a supervisory employee.

10.12 Seniority listings of all employees employed by the company in each individual town shall be posted in a conspicuous place in each store and kept current.

ARTICLE 11
WORK JURISDICTION

11.1 **GROCERY DEPARTMENT:** Shelf stocking by salespersons will be kept to a minimum consistent with food business practices to maintain proper freshness, rotation and displaying of products. Major remodeling or resetting shall not be considered as an extension of shelf stocking until two (2) weeks after the reopening or completing of resetting. New products and initial displays are excluded.

11.2 **MEAT DEPARTMENT:**

Head Meat Cutter - Work performed in the Meat Department, except for regular housekeeping duties, shall be performed by regular meat department employees as follows:

The Head Meat Cutter shall be a qualified meat cutter. They shall perform all duties of a journeyman in the Meat Department. Because of the greater skill and work experience that the Head Meat Cutter must possess, he/she shall, in the performance of their work, direct the movements and operations of the less skilled employees in the Meat Department.

Journeyman - A journeyman is a skilled meat cutter who has either served their apprenticeship in accordance with the period of time set forth in this Agreement or who has qualified as a skilled meat cutter. A journeyman should be qualified to do the

following: The receiving, handling, cutting, selling, processing, wrapping, pricing and displaying of meat, poultry, sausage or fish, fresh frozen, chilled or smoked, and the performance of all work incidental thereto.

Apprentice - An apprentice is a person learning all details and developing manual skills for performing, after a stated number of years of training, the duties of a journeyman meat cutter.

11.3 It is agreed that Meat Helpers in self-service and conventional markets shall be permitted to mark, weigh, wrap, package and display merchandise for sale.

ARTICLE 12
UNION LABEL CARDS

12.1 The Union label, card or decal is the property of the Union Local No. 1189 at all times and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 13
EMPLOYMENT TERMINATION

13.1 The Employer shall be entitled to two (2) week's notice of any employee's intention to quit. Failure to give such notice shall result in a forfeiture of vacation pay for a period equal to the time deficiency in giving notice.

13.2 Any new employee shall be subject to discharge at the option of the Employer during the first sixty (60) days of employment after the last date of hire.

The probationary period may also be extended for an additional thirty (30) days (total of ninety (90) days) upon the Employer's written request with explanations for the reason for the additional thirty (30) days probationary extension and with mutual written agreement between the Employer, the Union, and the employee affected.

13.3 No new employee who has completed their probationary period shall be suspended, demoted or dismissed without just cause. If after proper investigation it is found that an employee has been disciplined unjustly, he or she shall be reinstated with full rights and compensated in full for time lost if mutually agreed to or so ordered by the board of arbitration; provided, however, that no claim for compensation for lost time shall be paid, unless the claim is presented to the Employer, in writing, within fourteen (14) calendar days after the suspension, demotion, or dismissal in question. In case of dismissal, the employee affected may request, and shall receive from the Employer, in writing, the reason for said dismissal. All warning notices must be in writing with a copy to the Union.

13.4 Reasons for discharge shall include, but not be limited to:

1. Dishonesty.
2. Incompetence.
3. Racial intolerance.
4. Failure to obey reasonable instructions or work rules not in conflict herewith.
5. Reporting to work intoxicated or drinking on the job.

6. Failure to notify Employer or managers to be excused from work.
7. Harassment / Sexual Harassment
8. Violence / Threat of violence

ARTICLE 14
AGREEMENT VIOLATIONS

14.1 All claims for back pay or loss of wages arising under this Agreement on account of any violations of terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period a claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a ninety (90) day period prior to the filing of the grievance.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE

15.1 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of any party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

15.2 Between the employee affected and their department head or between the employee affected, a committeeman and the department head.

15.3 By the committee and the representative of the Union and an executive of the Employer, at which time either side may call in an outside representative. The Employer shall issue a written response within ten (10) calendar days of the meeting.

15.4 Any dispute, difference or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure, either party may submit the matter to non-binding mediation. The services of Federal Mediation and Conciliation Services (FMCS) or Bureau of Mediation will be used for this mediation. Mediation must be requested within ten (10) days of the receipt of the written response. Upon unsuccessful resolution through mediation, the matter may be referred by either party within three (3) days to a board of arbitration, composed of three (3) members, one (1) designated by the Employer, one (1) designated by the Union, and the third (3rd) to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a third (3rd) party within three (3) additional days, the third (3rd) person shall be appointed as follows:

The party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted, unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.

15.5 The entire matter in controversy as aforesaid shall be referred to this arbitration board for disposition, and whatever disposition is made shall be binding upon the Union, employee, and Employer. However, such board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

15.6 The decision of the majority of the board of arbitration shall constitute the decision of the board of arbitration and be final. Should any expense be involved for the service of the above-mentioned third (3rd) member of the board of arbitration, such expense shall be borne equally by the Employer and the Union.

15.7 At any step in this grievance procedure, the Executive Committee of the Union Local shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.

15.8 All grievances must be submitted in writing within thirty (30) calendar days of their occurrence to receive consideration or they are barred.

ARTICLE 16
HEALTH AND WELFARE AND PENSION

16.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby, prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said agreements and Declarations of Trust.

16.2 Full-Time Health and Welfare Contribution Rates: The Employer agrees to continue to pay the monthly family contribution of one thousand **seven hundred** dollars (**$1700**) per month on the first of the month following ratification of this agreement for each Full-time Employee with dependents. The contribution rates will increase to one thousand seven hundred twenty-five dollars ($1,725) per month on January 1st, 2023 and again on January 1st of 2024 to one thousand seven hundred fifty dollars ($1,750) The Employer will make the full contribution for Single coverage for all Full-time Employees who have no dependents. For Full-time Employees hired after July 18, 2015 the Employer will pay 87.5% of the difference between the Single contribution rate and the Family contribution rate upon the Employee's request for Family coverage, when eligible. The premium share starting on the first of the month after ratification of this agreement for Family coverage

with dependents will be $30.78 per week for the first four weeks of each month. On January 1, 2023, the premium share will be $30.78 per month for the first four weeks of the month and again on January 1, 2024, the premium share will remain at $30.78 per week for the first four weeks.

Adjustments shall be made in the monthly contribution rate, adjustment in benefits, employee participation or employee contribution to the Area Retail Food Fund in accordance with any agreement reached in the Arrowhead Retail Grocers Alliance (Area Grocers) negotiations for the Area Grocers contract to maintain the Schedule of Benefits as it may be amended from time to time by the Trustees. Anything in the Area Grocers contract notwithstanding, covered full-time employees, other than full-time employees hired after July 18, 2015, will not be required to pay any part of the monthly insurance contribution. Except as otherwise required by applicable law, in the event a full-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any month do not exceed an average of thirty (30) hours per week, but do not exceed eighteen (18) hours or more per week, the employer will make a single health and welfare fund contribution on the employee's behalf for the ensuing month.

16.3a The Employer agrees to pay the above sum for each *Forty Plus Full-time* employee working an average of forty (40) hours or more per week or more and who is on the payroll on the first day of any month, in accordance with the following rules: (1) New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following their date of employment, providing the employee has worked one (1) or more weeks of forty (40) hours or more prior to said first of the month. (2) Payment to the Fund on behalf of the employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination. (3) Full-time Employees returning to work, or reinstated following an absence from work where their seniority has not been interrupted, shall have payments made on their behalf on the first of the month following their return to work, provided the employee has worked one (1) or more weeks of forty (40) hours or more prior to the first of said month.

16.3b Effective **on the first of the month after ratification of this agreement the Employer agrees to pay Single coverage month contribution of $715.00, less a premium share of $30.00 per week for the first four weeks of the month through payroll deduction for Part-time employees who qualify and elect coverage. The contribution rate will increase to $740.00 per month on January 1, 2023, less a premium share of $31.00 per week for the first four weeks in a month. On January 1, 2024, the contribution rate will increase to $765.00 per month less a premium share of $32.00 per week for the first four weeks in a month.**

Part-time employees and utility employees who do not average 30 hours or more per week shall not be eligible for health care coverage.

16.3c *ThirtyPlus* Part-time employees averaging 30 hours per week or more Sunday through Saturday as calculated under the Affordable Care Act (ACA) rules as adopted by the Employer shall be offered the opportunity to elect Family health care coverage in accordance with the ACA requirements and eligibility rules established by the Health & Welfare Fund Trustees. In addition to any Single health care coverage premium share paid by the part-time employee, the *ThirtyPlus* part-time employee electing Family coverage shall also pay as an additional premium share equal to 100% of the difference between the Single and Family contribution amount.

16.4 In the event of absence of an employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the employee leaves active employment due to injury, illness or sickness. In the event of absence or military leave or in the event of employees who are laid off or are off because of illness, sickness or injury beyond the said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employer after the respective date that contributions by the Employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

16.5 During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the employees.

16.6 The Employer agrees to pay pension fund contributions of sixty cents (60¢) per hour to the Pension Fund for each hour worked by each eligible full-time or part-time employee. The contribution will begin on the employee's date of hire if the employee successfully completes the probationary period. The foregoing notwithstanding, employees currently having pension fund contributions made on their behalf at the rate of seventy five cents (75¢) per hour shall continue to have pension fund contributions made on their behalf at the 75¢/hour rate for the first 5 years of employment with Employer and thereafter the Pension fund contribution rate shall increase to one dollar and twenty five cents ($1.25) per hour. Employer will continue to make "non-benefit" contribution payment to the Pension Fund in the amount of 19¢ per hour in addition to the regular pension contributions for the term of this Agreement or until the Pension Trustees determine that such payment is no longer required, whichever occurs earlier. For the purpose of this Section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any full-time or part-time employee, and shall include pursuant to said forty (40) hours' limitation, any holiday or vacation time for which any said employee of the Employer is entitled to straight-time pay under the terms of this Agreement.

It is understood and agreed that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

16.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable attorneys' fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge of eight percent (8%) per annum on liquidated damages. If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorneys' fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in his payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates for any claim for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one (1) occasion during any one (1) year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions, which it was obligated to make during the preceding calendar year.

Nonpayment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other Employer from his or its obligation to make required payments to the Trust Fund.

16.8 In no event shall the provisions relating to Health and Welfare Fund and Pension Fund set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

16.9 If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

ARTICLE 17
LEAVES OF ABSENCE

17.1 Employees shall be entitled to leaves as provided by FMLA or Minnesota Leave Act provisions and also written leaves of absence for the following reasons:

1. **Illness or Injury:** Illness or injury of the employee, which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the Employer of his/her whereabouts and status.

In cases of compensable injury, employees shall be granted a leave of absence for a period of up to one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the employee notifies the Store Manager, in writing, that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

2. **Employees Injured on the Job:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, provided a call to the Employer is made from the doctor's office, by 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 eight (8) hours.

3. **Maternity Leave:** Maternity leave under this contract shall comply with all federal and state regulations.

4. **Jury Duty:** A full-time employee who is called to serve on jury duty shall be paid for actual hours worked for the Company. If this pay together with their jury duty pay does not equal their regular weekly pay, the Employer will make up the difference, provided the employee works such hours as he/she is available during the hours when court is not in session. The above shall apply to petit jury duty only. An employee receiving full pay from the Employer while serving on jury duty will be required to turn in to the Employer the jury duty pay for the period he/she served on the jury.

5. **Funeral Leave:** The Employer agrees to pay part-time and full-time employees, for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight-time, not to exceed eight (8) hours per day, provided the employee attends the funeral and provided the compensable day or days off fall on the employee's normally scheduled work days. The term "immediate family" shall mean parents, stepparents, child, stepchildren, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepbrother, stepsister, grandparents, legal guardian or any relative residing with the employee or with whom the employee is residing. A

maximum of four (4) days' funeral leave shall be granted in the event of a death of a spouse. A maximum of one (1) day shall be granted in the event of the death of a current sister-in-law or current brother-in-law.

6. **Military Service.** Military service by the employee will be in compliance with provisions of the Veterans' Reemployment Act.

7. **Election to the Union Office or Delegate.** Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed the term of office to which he/she is elected.

8. **Leave of Any Other Reason Acceptable to the Employer**. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted leave of absence.

17.2 Other leaves as per item 8 above shall run to a maximum of three (3) months for employees.

17.3 Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself/herself, is subject to discharge.

17.4 Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice of the Employer of availability for work prior to Thursday noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

17.5 Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract, unless specifically provided for herein.

ARTICLE 18
APPRENTICESHIP ADVANCEMENT

18.1 The parties recognize and agree that the classification of journeyman in this Agreement requires skill, experience and ability, which can only be acquired by training and work on the job in a retail food store under the direction and supervision of an Employer. Accordingly, provision is made in this Agreement for advancement through apprenticeship classifications on the basis of actual work per calendar month for the Employer, and apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

ARTICLE 19
RATES OF PAY

19.1 Previous comparable experience shall be considered for the purpose of wage rate determination. All claims by employees for prior food handling experience must be disclosed during the application process. Employers that employ employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union. All employees of the Employer who are not checkers or stockers or managers and who work in any of the departments of the store of the Employer, except the Meat Department, shall be defined as clerks.

19.2 The Employer agrees to furnish the Union a record of employment to include the date of hire, date of termination, total hours worked, and classification upon request.

19.3 All part-time employees shall be scheduled to work the following minimum number of hours in any seven (7) consecutive days and shall be paid for the minimum number of hours per week in any week in which they are not scheduled to work the minimum number of hours. All part-time employees shall be scheduled for not less than eighteen (18) hours per week unless the employee has restricted their availability to work.

19.4 The following employee classifications shall be applied for purposes of computing wage rates and employee benefits:

19.4a *FortyPlus Employees. FortyPlus* Full-time Employees (sometimes referred to as simply "Full-time Employees") shall be any employee who averages forty (40) hours or more per week, Monday through Saturday.

19.4b There shall be two part-time employee classifications:

(i) *ThirtyPlus Employees.* A *ThirtyPlus* Part-time Employee shall be any Employee who averages less than forty (40) hours per week but thirty hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.
(ii) *Part-time Employees.* A Part-time employee shall be any Employee who averages less than 30 hours per week Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

19.5 Relief grocery managers or department heads relieving for one (1) full week or more shall receive the beginning manager's or department head's base rate of pay, whichever is higher, or the next higher wage listed on the department manager's wage scale.

The employer shall specifically select and designate in writing the employee who shall act as replacement for grocery manager or department head in any department where the manager or department head is absent for one (1) full week or more. Seniority shall be a consideration but not the determining factor in selecting the replacement and the employer shall also consider the qualifications and ability to serve when selecting and designating the replacement.

19.6 Time for part-time progression is to be computed by counting all hours the employee works. Employees shall be paid in full for all the time spent in the service of the Employer.

19.7 A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on a discriminatory basis. If an employee is transferred to another store, one (1) week's notice will be given.

19.8 Where practicable to do so, a full-time employee shall be replaced by a full-time employee.

19.9 The Employer does not have to have an employee in these classifications where an employee is not assigned or does not perform the total duties of the classification.

19.10 A part-time employee advanced to permanent full-time will have 2,080 hours subtracted from his/her total hours and placed in the appropriate full-time bracket with 2,080 hours equal to one (1) year's experience.

ARTICLE 20
COLLECTIVE BARGAINING

20.1 This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargaining collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

1. As to grievances.
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if required to do so by the Union.
3. If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit.
4. As expressly provided herein.

ARTICLE 21
SEPARABILITY

21.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota or Wisconsin law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

21.2 The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 22
TECHNOLOGICAL CHANGE

22.1 A. The Union recognizes the need of improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods (subject to the provisions in paragraph "B" below), in suggesting improved methods and in the education of its members on the necessity for changes and improvements.

B. In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet the Union to discuss the implementation of such changes before putting such changes into effect.

ARTICLE 23
RETROACTIVITY

23.1 The rates of pay and wage agreement shown in Appendix "A" shall be put into effect on the date of execution and shall be effective as shown in said Appendix "A".

ARTICLE 24
LAYOFF

24.1 Volunteer Process for Layoff: The Employer will advise the Union 30 days in advance of any actual or proposed layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any layoffs. The Employer shall seek volunteers to accomplish the necessary layoff. The process shall be based upon seniority by asking the most senior employee first.

Layoff: The Employer will advise the Union 30 days in advance of any actual or proposed layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any layoffs. The Employer shall layoff starting with the least senior part-time employee within the affected department.

Recall of Laid off Employees: Employees affected by a layoff are eligible for recall to the same department from which they were laid off until the earliest occur to the following:

A. Until one (1) year following the date of layoff.
B. Until recalled or refusing a recall to the same department.

The Employer shall maintain a recall list of laid off employees and the department from which they were laid off. Employees recalled must be available to report for scheduled shifts no later than fourteen (14) workdays following the Employer's notice of recall.

ARTICLE 25
TERM OF AGREEMENT

THIS AGREEMENT shall supersede and replace all previous Agreements between the parties hereto and shall be in effect from **July 17, 2022** through **July 13, 2025**, inclusive, and shall remain in effect from year to year thereafter, unless either party notifies the other party, in writing, at least sixty (60) days prior to the annual expiration date of their intention to change, modify or terminate this Agreement.

Dated this 28 day of February, 2023.

FOR THE EMPLOYER:

Int'l Falls County Market
International Falls, MN

By: _____
Boyd R. Hanson, HR Director

FOR THE UNION:

United Food and Commercial
Workers Union, Local 1189

By: _____
Adam Evenstad, Union Representative

APPENDIX "A"
WAGES

GROCERY

	07/10/2022	07/16/2023	07/14/2024
ASSISTANT STORE MANAGER			
PRODUCE MANAGER			
DELI/FROZEN/DAIRY/BAKERY MANAGER			
Start	19.28	19.28	19.28
6 Months	19.82	19.82	19.82
12 Months	20.77	20.77	20.77
18 Months	21.35	21.35	21.35
24 Months	23.35	23.35	23.35
Over rate employees*	+1.00	+.90	+.80

PART-TIME BOOKKEEPER	**07/10/2022**	**07/16/2023**	**07/14/2024**
Start	15.00	15.00	15.00
6 Months	15.75	15.75	15.75
12 Months	16.50	16.50	16.50
18 Months	17.25	17.25	17.25
24 Months	18.00	18.00	18.00
Over rate employees*	+.60	+.60	+.55

FULL-TIME GROCERY CLERKS	**07/10/2022**	**07/16/2023**	**07/14/2024**
Start	15.25	15.25	15.25
12 Months	16.00	16.00	16.00
24 Months	16.75	16.75	16.75
36 Months	17.25	17.25	17.25
48 Months	18.00	18.00	18.00
60 Months	18.75	18.75	18.75
Over rate employees*	+.90	+.80	+.70

PART-TIME
GROCERY CLERKS

See Appendix B

UTILITY	**07/10/2022**	**07/16/2023**	**07/14/2024**
	12.75	12.75	12.75
Over rate employees*	+.50	+.50	+.50

MEAT DEPARTMENT	**07/10/2022**	**07/16/2023**	**07/14/2024**
HEAD MEAT CUTTER	26.08	26.98	27.78
Over rate employees*	+1.00	+.90	+.80
JOURNEYMAN (30 months)	24.95	25.75	26.45
Over rate employees*	+.90	+.80	+.70

APPRENTICE	**07/10/2022**	**07/16/2023**	**07/14/2024**
0 – 1040 Hours	14.50	14.50	14.50
1041 – 2080 Hours	15.25	15.25	15.25
2081 – 3120 Hours	16.00	16.00	16.00
3121 – 4160 Hours	16.70	16.70	16.70
4161 – 5200 Hours	17.40	17.40	17.40
5201 – 7280 Hours	18.00	18.00	18.00
Move to Journeyman			

FULL TIME MEAT HELPER	07/10/2022	07/16/2023	07/14/2024
0 – 12 Months	14.50	14.50	14.50
12 – 24 Months	15.00	15.00	15.00
25 – 36 Months	16.20	16.20	16.20
37 – 48 Months	17.20	17.20	17.20
49 – 60 Months	18.55	18.55	18.55
Over rate employees*	+.70	+.60	+.60

PART TIME MEAT HELPER	07/10/2022	07/16/2023	07/14/2024
0 – 12 Months	13.70	13.70	13.70
12 – 24 Months	14.35	14.35	14.35
25 – 36 Months	14.60	14.60	14.60
37 – 48 Months	14.85	14.85	14.85
49 – 60 Months	15.65	15.65	15.65
Over rate employees*	+.60	+.60	+.55

FULL-TIME BAKERY/DELI HELPER	07/10/2022	07/16/2023	07/14/2024
Start	14.20	14.20	14.20
After 6 Months	14.70	14.70	14.70
After 12 Months	15.20	15.20	15.20
After 18 Months	15.90	15.90	15.90
After 24 Months	16.40	16.40	16.40
After 30 Months	17.00	17.00	17.00
After 36 Months	17.50	17.50	17.50
Over rate employees*	+1.00	+.80	+.80

* "Over rate employees" are those employees who are either at the top rate of their classification at the beginning of the contract term or reach the top rate of their classification during the term of the contract.

All employees doing night work shall receive a thirty cent ($.30) per hour premium over and above the regular hourly rate. The night premium of thirty cents ($.30) per hour will be paid to all employees working between the hours of midnight and 7:00 a.m., provided such employees are scheduled to start work prior to 5:00a.m. The night premium of thirty cents ($.30) per hour will also be paid to any employee who has the majority of his/her scheduled work hours between midnight and 7:00 a.m.

APPENDIX "B"

New Part-time scale for Grocery/Produce/Frozen Dairy/Bakery/Deli

	07/17/2022	**7/16/2023**	**7/14/2024**
Start	13.70	13.70	13.70
Step 1 + 1040 Hours	14.35	14.35	14.35
Step 2 + 1040 Hours	14.60	14.60	14.60
Step 3 + 1040 Hours	14.85	14.85	14.85
Step 4 + 1040 Hours	15.10	15.10	15.10
Step 5 + 1040 Hours	15.65	15.65	15.65
Step 6 + 1040 Hours	16.20	16.20	16.20
Step 7 + 1040 Hours	16.70	16.70	16.70
Step 8 + 1040 Hours	17.25	17.25	17.25
Step 9 + 1040 Hours	17.80	17.80	17.80
Over rate employees	**+.70**	**+.70**	**+.70**

Current part-time employees as of the effective date, will move to the rate, indicated below, and progress forward through the steps. Any employee that moves to $13.70 will carry their hours they have accumulated in the current step; this will move with them for part-time only Grocery, Produce, Frozen, Dairy, Baker, and Deli. After the initial move, the step after, they will progress in accordance with the hours assigned to that next step. Any employee that moves to a step above $13.70 will start over in terms of hours to progress to the next step.

$11.90, $12.15, $12.40, $12.75, $13.10 all go to $13.70.
$13.45 go to $14.35
$13.70 go to $14.60
$13.95 go to $14.85
$14.20 go to $15.10
$14.50 go to $15.65

If the employee is currently above the current schedule and moves back into the scale, they will advance based on the hours assigned to that step.
Anyone above the new scale will advance based on the overate amount.

* "Over rate employees" are those employees who are either at the top rate of their classification at the beginning of the contract term or reach the top rate of their classification during the term of the contract.

All employees doing night work shall receive a thirty cent ($.30) per hour premium over and above the regular hourly rate. The night premium of thirty cents ($.30) per hour will be paid to all employees working between the hours of midnight and 7:00 a.m., provided such employees are scheduled to start work prior to 5:00a.m. The night premium of thirty cents ($.30) per hour will also be paid to any employee who has the majority of his/her scheduled work hours between midnight and 7:00 a.m.

Incorporation of the Transition Agreement dated April 30, 2012

The Transition Agreement between Miner's Incorporated d/b/a Super One Foods and United Food & Commercial Workers Local 1189 dated April 30, 2012 (a copy of which is attached hereto) is hereby incorporated into the collective bargaining agreement by reference.

For the Union

For the Employer

2/28/23
Date

2/28/2023
Date

MEMORANDUM OF UNDERSTANDING BETWEEN

Miner's, Inc., **EMPLOYER**

AND

LOCAL NO. 1189 WITH UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO (f/k/a LOCAL NO. 1116)

Miner's, Inc., the Employer, and Local No. 1189 with United Food and Commercial Workers International Union, AFL-CIO (formerly, Local No. 1116), are parties to a collective bargaining agreement which requires contributions to the Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan (the "Plan").

The Plan has been classified as being in critical status as of January 1, 2019. The Trustees of the Plan have adopted a Rehabilitation Plan pursuant to the terms of the Internal Revenue Code. The Rehabilitation Plan will impose certain statutory surcharges (see page 3), unless the employer affirmatively adopts the Rehabilitation Plan and agrees to a contribution option. The Employer must either:

(1) adopt the Rehabilitation Plan along with a contribution schedule by executing this MOU on or before May 22, 2019, or

(2) not adopt the Rehabilitation Plan and be subject to contribution surcharges, and also further be subject to the Default Schedule if Employer does not agree to one of the schedules within 180 days of the expiration of its collective bargaining agreement.

In light of this information, and as more fully set forth below, Employer, by signing this Memorandum of Understanding, adopts the Rehabilitation Plan. In addition, Employer further elects the following contributory schedule, which is described more specifically after the chart on the next page:

Election – Select one of the Schedules	**Schedule**	**Contribution Change**	**Effective Date** of Contribution Changes
☐	Alternative One - Benefiting	Increase contribution rate by $0.29 per hour	January 1, 2020
☐	Alternative Two - Benefiting	Increase contribution rates for 3 years cumulatively by: $0.10 per hour; $0.12 per hour; $0.14 per hour	January 1 of 2020, 2021 and 2022 for each successive, cumulative rate increase
☒	Alternative Three - Limited Benefiting	Increase contribution rate by $0.20 per hour	January 1, 2020
☐	Default Schedule* - Non-Benefiting	Increase contribution rate by $0.20 per hour	January 1, 2020

***If Employer signs this MOU, but does not check any of the above boxes, Employer is deemed to have selected the Default Schedule.**

MORE DETAILED DESCRIPTION OF SCHEDULE OPTIONS IN THE REHABILITATION PLAN

Alternative Schedule One

A. *Employer Contributions.* Contributing Employers are required to make increased contributions to the Pension Plan in the amount of $0.29 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting.

B. *Effect on Benefits.* Adoption of Alternative Schedule One will result in an increase in the future benefits available to Plan participants who are covered by the collective bargaining agreement which adopts it. The benefit increase is commensurate with the increase in employer contributions to the Plan called for by Alternative Schedule One, because the increased contribution will be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month.

Alternative Schedule Two

A. *Employer Contributions.* Contributing Employers are required to make increased contributions to the Pension Plan in the amounts specified in the table below:

Date of First Increased Contribution	Amount of Contribution Increase
January 1, 2020	$0.10 per hour
January 1, 2021	$0.12 per hour
January 1, 2022	$0.14 per hour

The contribution increases called for by the above table are cumulative. For example, as of January 1, 2022, the cumulative increased contribution will be $0.36 per hour. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting.

B. *Effect on Benefits.* Adoption of Alternative Schedule Two will result in an increase in the future benefits available to Plan participants who are covered by the collective bargaining agreement which adopts it. The benefit increases are commensurate with the increases in employer contributions to the Plan called for by Alternative Schedule Two, because the increased contributions will be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month. The increases in benefits will occur as the increases in contributions take effect.

Alternative Schedule Three

A. *Employer Contributions.* Contributing Employers are required to make increased contributions to the Pension Plan in the amount of $0.20 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting. The increased contribution required by Alternative Schedule Three will also be non-benefiting except as determined by Paragraph B below.

B. *Effect on Benefits.* Adoption of Alternative Schedule Three will not result in an immediate increase in the future benefits available to Plan participants. However, the increased contribution

called for by Paragraph A above will become benefiting for future benefit accruals, effective on January 1st of the first Plan Year as to which the Plan actuary certifies the Plan as being in neither endangered or critical status (sometimes referred to as the "green zone") and, further, that causing the increased contribution to be benefiting will not cause the Plan to fall out of the green zone. The benefit increase then occurring will be commensurate with the increase in employer contributions to the Plan called for by Alternative Schedule Three, because the increased contribution will then be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month.

Default Schedule

The Plan was subject to a previous Rehabilitation Plan, effective November 27, 2010, which had the effect of reducing future accruals and other benefits to the maximum extent of the law. For that reason, the Default Schedule implements only contribution increases necessary for the Plan to emerge from critical status.

A. *Employer Contributions.* Contributing Employers are required to make increased contributions to the Pension Plan in the amount of $0.20 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting. The increased contribution required by the Default Schedule will also be non-benefiting.

B. *Effect on Benefits.* Adoption of the Default Schedule will not affect future benefits available to Plan participants

EMPLOYER'S RECOGNITION THAT FAILURE TO ADOPT REHABILITATION PLAN WILL RESULT IN SURCHARGES

Employer recognizes the if it does not execute this MOU on or before May 10, 2019, that the following surcharges, as required by the Pension Protection Ac, will apply:

- 5% of the contribution for hour worked from May 10, 2019 through December 31, 2019 (or, if earlier, when the MOU is adopted).
- 10% of the contributions for hours worked on and after January 1, 2020 until a satisfactory MOU is adopted.

Employer further recognizes that this Surcharge cannot be waived and non-payment by an Employer must be treated as a violation of federal law and is subject to liquidated damages and interest charges.

EMPLOYER'S RECOGNITION THAT DEFAULT SCHEDULE MAY BE IMPOSED

If a collective bargaining agreement providing for contributions to the Fund that was in effect on January 1, 2019 expires, and after receiving the Default Schedule, the bargaining parties fail to adopt it, the Default Schedule will be implemented automatically 180 days after the date on which the collective bargaining agreement expires.

EMPLOYER'S RECOGNITION THAT REHABILITATION PLAN MAY BE AMENDED

The Employer recognizes that the Trustees of the Plan may need to amend the Rehabilitation Plan, and that the Rehabilitation Plan is monitored and reviewed by the Trustees and their service providers each year.

Dated: 5 22 2019

Miner's, Inc
[Insert Employer Name]

Loyd R Hanson

By: Loyd R Hanson

Its Director of HR

Dated: 5/24-2019

Local No. 1189 with United Food and Commercial Workers International Union, AFL-CIO

Allan Pirola

By: Allan Pirola

Its Union Representative

4827-9602-0886.2