

# **Labor World, Inc.**

**Contract**

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**Effective**  
**04/01/2023 – 03/31/2024**

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**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](http://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

LABOR WORLD, INC.

And

UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL #1189



**APRIL 1<sup>st</sup>, 2023 through MARCH 31<sup>st</sup>, 2024**

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# **A G R E E M E N T**

**By and Between**

**THE LABOR WORLD, INC.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL #1189**

This Agreement is entered into and is effective on this 1<sup>st</sup> day of April, **2023**, by and between THE LABOR WORLD, INCORPORATED, located at Duluth, Minnesota, and vicinity, hereinafter referred to as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the Union.

## **UNION MANAGEMENT RELATIONSHIP**

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

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. The Employer will not tolerate on the part of its partners or representatives any discrimination or activity whatever against the Union and will discipline any employee who, on the Employer's time, carries on anti-union activity or who seeks directly or indirectly, to interfere with the status, membership, or responsibilities of the Union.

The Union agrees to do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business and agrees that the Employer has the right to take appropriate disciplinary action against any employee or employees participating in or responsible for such interruptions. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken up through the grievance procedure set up herein.

The Employer and the Union agree that they will not engage in any lockouts of employees or strikes during the life of this Agreement, providing the terms of this Agreement are complied with.

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:

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, or transferred, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement or any part thereof, and will require such purchaser, transferee, lessee, assignee, etc., to assume as a part of the transaction all of the obligations of this Contract as per classifications needed. Such notice shall be in writing with a copy to the Union not later than sixty (60) days prior to the effective day of sale.

**ARTICLE I**  
**RECOGNITION OF UNION**

- 1.1 The Employer recognizes said Union as the sole representative of its employees for the purpose of collective bargaining with respect to its hours of labor, rates of pay and working conditions hereinafter specified. This Agreement shall cover the employees of the Employer located in Duluth, Minnesota, and vicinity.

Employees of the bargaining unit shall be senior clerical and clerical full-time or part-time employees. To be excluded are those employees assigned to the Shop or covered by other union jurisdiction. The Employer agrees that on any new full-time classification added, they will be negotiated, and applicable wage rates will be added to the Contract and all other provisions of the Contract will apply.

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

The Employer agrees upon signed authorization of the employee affected to deduct from his/her wages such dues, assessments or affiliation fees during the first pay period of each current month. Such moneys collected shall be turned over to the authorized representative of the Local Union, party to this Agreement.

The Employer further agrees that all new employees will immediately, upon being hired, be required to sign an authorization card for dues check-off, and if the employee is retained after thirty-one (31) days, the Employer will give such authorization card to the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

**ARTICLE II**  
**HOURS OF LABOR**

- 2.1 All work performed by regular employees in excess of seven (7) hours in any one day or thirty-five (35) hours in any week, Monday through Friday, shall be compensated for at the rate of time and one-half (1½ ) the regular hourly rate.
- 2.2 Employees shall not be required to work on Sundays, nor the following days: Martin Luther King Day, Memorial Day, President's Day, Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, employee's birthday and Good Friday. Work performed on these days shall be paid for at the rate of double time (2X). In addition, there will be one (1) floating holiday per anniversary year. When a recognized holiday falls on a Saturday or Sunday, the Employer will observe it on Friday or Monday.
- 2.3 Full-time employees shall receive full pay for weeks that have holidays or any of the above-mentioned days, if the employees have worked the scheduled day before or the scheduled day after the holiday. Part-time employees shall receive pro-rated pay for holidays not worked for those holidays that fall on the employee's regular schedule.
- 2.4 Part-time employees who are called to work shall be guaranteed four (4) hours' work or pay in lieu thereof.

**ARTICLE III**  
**WAGES**

**CLASSIFICATION SCALE**

	<b>April 1, 2023</b>
<b>Senior Clerical</b>	<b>\$22.76</b>
<b>Clerical</b>	<b>\$15.00</b>

**\*Bonus of Five-Hundred Dollars (\$500) upon ratification**

**ARTICLE IV**  
**SENIORITY**

- 4.1 Employees coming under the jurisdiction of the UFCW Local #1189 shall be hired, retained, promoted, demoted, laid off, or rehired according to their seniority in the employment of said Employer.
- 4.2 Any employee who is laid off two (2) weeks or longer shall be given one (1) weeks' notice or one (1) weeks' pay in lieu thereof. The Employer shall be entitled to one (1) weeks' notice of an employee's intention to quit. Any new employee shall be subject to discharge at the option of the Employer during the first sixty (60) days of employment. Thereafter, no employee shall be suspended, demoted or dismissed without just cause.
- 4.3 Any controversy over seniority standing or relative to any question of seniority shall be subject to adjustment, settlement or arbitration in the same manner as other controversies arising under this Contract.

**ARTICLE V**  
**VACATIONS**

- 5.1 All employees with one (1) year's continuous service with the Employer shall receive two (2) weeks' vacation with pay. All employees with five (5) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay. And, all employees with twelve (12) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay. A regular part-time employee shall receive vacations on the same basis as full-time employees; however, pay for vacations shall be on a pro-rated basis, with the exception of part-time employees with thirty (30) or more years of service.
- 5.2 All vacation periods shall be allowed to be taken in one continuous period of time, unless otherwise mutually agreed upon. Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the vacation time requested by the employee interfere with the operation of the business, the Employer and the 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. If the services of an employee are terminated either voluntarily or involuntarily, for any cause other than those specified in Article IV, Section 4.2, such employee shall receive prorated vacation pay and unused vacation pay.
- 5.3 If an employee's vacation falls in a week containing a holiday, the employee shall be granted one (1) additional day's vacation.
- 5.4 Vacation carry over shall be allowed for one (1) year.

**ARTICLE VI**  
**LEAVES OF ABSENCE**

- 6.1 **LEAVES OF ABSENCE**: Employees shall be entitled to a written leave of absence for the following reasons:
- a) Non-occupational illness or injury of the employee, which requires absence from work up to ninety (90) days.
  - b) Pregnancy leave to comply with Federal and State law.
  - c) Appointment as a delegate representing the Union requiring temporary leave up to a maximum of ninety (90) days.
  - d) Any other reason acceptable to the Employer upon giving the Employer a two (2) week notice.
- 6.2 **MATERNITY LEAVE**: Maternity Leave shall be granted in accordance with applicable laws and regulations.
- 6.3 **JURY DUTY**: An employee who is called to serve on jury duty shall be paid for actual hours worked for the Company. If this pay together with his/her jury duty pay does not



equal his/her regular weekly pay, the Employer will make up the difference for a maximum of three (3) weeks, 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 his/her Employer while serving on a jury will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury, not to exceed three (3) weeks.

- 6.4 SICK LEAVE: (1) This section shall cover all leaves caused by illness and accident and shall be referred to as "sick leave." Sick leave compensation shall commence from the first day of absence due to illness or injury at the employee's regular rate of pay and his/her regular workday hours. Sick leave shall be granted on the basis of up to seven (7) days, and such sick leave payment shall not affect the normal seven (7) days per year, as specified in Section 6.4 (1). (2) Additional sick leave may be granted to employees who are covered by the health and welfare insurance in accordance with Article IX. If the employee's illness or accident is to such an extent that the employee receives payment of sick leave from the health and welfare insurance, the Employer shall pay sick leave up to a maximum of seven (7) days, and such sick leave payment shall to affect the normal seven (7) days per year, as specified in Section 6.4 (1).

Effective January 1, 2001, employees may accumulate up to seven (7) days of sick leave per year. Employees can bank said unused sick leave up to a maximum of sixty (60) days. Employees working less than full-time will receive a pro-rated benefit of this provision until maximum of sixty (60) days is accumulated.

- 6.5 FUNERAL LEAVE: Employees may be granted up to three (3) days for a death in the immediate family. Immediate family shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, and legal guardian, providing the employee attends the funeral.

## **ARTICLE VII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.1 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 either party with any of its obligations under this Agreement, or should there be any complaint or grievance by an employee of the Union or the Employer, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:
- A. Between the employee affected and the Employer.
  - B. Between the employee and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
  - C. 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 within ten (10) days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within ten (10) days to a Board of Arbitration composed of three (3) members, one designated by the Union, one designated by the Employer, and the third 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 party within three (3) additional days, the third person shall be appointed by the Minnesota mediation Service. Any extension of time for grievances shall be mutually agreed upon, and said extension shall not exceed thirty (30) days.

D. If the Union should receive a report that the Employer failed to pay the wage scale hereinabove provided for, such Employer shall be obligated to show proof satisfactory to the Union that he is living up to the wage scale of the Agreement. In the event the Employer willfully violates any of the provisions of this Agreement relating to wages, hours of work, vacations, or any back pay owed, the employees because of such violation shall be paid by the employer at the rate of two (2) times the straight standard rate or overtime rate. Any back pay so ordered shall be deposited with the Union in the name of the employee. Notice of violations of any of the above terms shall be given to the Employer and the Union in writing not later than ten (10) days after such violations occurred. However, it is agreed and understood that any such claims shall not revert back longer than thirty (30) days.

E. No employee shall be discriminated against for Union activity and no employee shall be discharged for giving information for alleged violations of this Agreement to his or her representative or to any duly authorized representatives of the Union.

F. 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 for lost time and shall be paid if the claim is presented to the Employer in writing within ten (10) days after the suspension, demotion or dismissal in question.

- 7.2 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 both parties. However, such Board shall not have power to add to or modify any of the terms and conditions of this Agreement.
- 7.3 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 member of the Board of Arbitration, such expense shall be borne equally by the Employer and the Union.
- 7.4 The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement and for which procedure for settlement herein provided is available, but has not been utilized.
- 7.5 Participation in any strike, slow down, sit down, or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the employer of any and all employees participating therein. Any complaints as to the propriety of the disciplinary action taken by the Employer under this paragraph shall be taken up through the grievance and/or arbitration procedure provided in this Article.

- 7.6 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, nor shall it be deemed a violation of this Agreement for an employee to refuse to cross an established picket line. If a picket line is established, the Employer reserves the right to close its place of business, and the same shall not be considered a breach of this Contract.

**ARTICLE VIII**  
**MISCELLANEOUS**

- 8.1 No employee shall suffer any reduction in earning or loss in working conditions or past practices as a result of this Contract.
- 8.2 All employees shall be required to perform all work under their classification and to do relating work as assigned.

**ARTICLE IX**  
**HEALTH AND WELFARE**

- 9.1 All employees 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, copies of which have been furnished on request to employers bound hereby. It is agreed the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the employer Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All employees bound hereby irrevocably designate the Trustees of said Fund, and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.
- 9.2 **FULL-TIME HEALTH AND WELFARE CONTRIBUTION RATES:**  
Employer agrees to pay the present monthly contribution of **the full cost of the single coverage as set by the Fund Consultant to the Health and Welfare Fund.**
- 9.3.1 **PART-TIME HEALTH AND WELFARE CONTRIBUTION RATES:**  
The Employer agrees to pay the present monthly contribution of **the full cost of the single coverage as set by the Fund Consultant to the Health and Welfare Fund.**  
Effective January 1, 2019, the Employer agrees to pay the full cost of the single coverage as set by the Fund Consultant to the Health and Welfare Fund.
- 9.4 The Employer agrees to pay the full-time contribution rate for each employee working an average of thirty (30) hours 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.
  - 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) 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.

The Employer agrees to pay the part-time contribution rate on part-time employees (those working less than thirty (30) hours per week) as the Trustees shall determine for the schedule of benefits and program provided for the part-time employees by Trustees' action.

- 9.5 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 leave of absence or in the event of employees who are laid off or are off because of illness, sickness or injury beyond the said three (3) months' 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 Employers after the respective date that contributions by the Employers 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.
- 9.6 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.
- 9.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees 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 of such as adopted by the Trustees.

Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the band with which the Fund does its business.

If legal action is taken to recover the amount due the Trust Fund, the delinquent employer shall be required to pay all court costs, including reasonable attorney 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 employee's estates or beneficiaries for any claim for benefits accruing to such employees or employees' estates or beneficiaries which would otherwise be due such employees or employees' estates or beneficiaries 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 occasion during any one year becomes delinquent in its payments 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.

Non-payment by any employer of any contributions 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.

- 9.8 In no event shall the provisions relating to Health and Welfare 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 resulted 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 as directed by action of the Board of Trustees of these Funds.

- 9.9 In the event an increase is agreed to in the amount of either the payment to the Welfare Fund under the Labor Agreement between the Union and the Area Grocers Association, one of the parties that established such Fund, the Employer agrees to increase his payments to equal such increased amount effective on the same date as provided in such Agreement.

#### **ARTICLE X PENSION**

- 10.1 See Appendix "A"

#### **ARTICLE XI SEPARABILITY**

- 11.1 Should any part hereof or any provisions herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or an unfair labor practice by final decisions of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereto.

Nothing herein shall be construed to replace or abridge the right of either party to appeal to court of administrative decrees or decisions.

In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days from the date of the notice of the parties requesting the commencement of collective bargaining negotiations, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision of this agreement to the contrary.

**ARTICLE XII**  
**DURATION**

- 12.1 The period of this Agreement shall be from the first day of **April 1, 2023**, through **March 31<sup>st</sup>, 2024**, and shall automatically renew each year thereafter, unless sixty (60) days prior to the first day of April each year either party gives notice to the other party that the Agreement is to be terminated or amended. This Agreement will be retroactive during periods of negotiations and after its expiration date.

**ARTICLE XIII**  
**SEVERANCE PAY**

- 13.1 Upon the dismissal of any employee covered by this agreement for causes other than proven dishonesty or deliberate self-provoked dismissal, the EMPLOYER shall pay said employee as dismissal compensation a lump sum of money to be determined in accordance with the following schedule, computed at the average weekly wage received by the employee during the 12 months immediately preceding dismissal:

One week's pay after six months employment and one additional week's pay for each additional 26 weeks of continuous service or major fraction thereof, up to a maximum of sixteen (16) weeks.

This provision shall not apply to extra or temporary employees. The resignation or voluntary transfer of any employee of The Labor World, Inc., shall not constitute a dismissal entitling the employee to severance pay.

- 13.2 Pay all accumulated benefits in the event of lay off, termination, not applicable to "accumulated sick days".
- 13.3 Employees hired before the date of signing of this agreement shall receive a minimum of sixteen (16) weeks of severance upon dismissal.
- 13.4 Severance pay shall not be paid when an employee retires under their pension plan.
- 13.5 The EDITOR shall be considered the senior-most employee of The Labor World, Inc., and shall be the last employee laid off due to publication discontinuance.
- 13.6 In the event of such discontinuance and subsequent republication of The Labor World newspaper, the EDITOR shall be the first employee rehired at a rate of pay and benefits equal to that when said employee was laid off.

IN WITNESS WHEREOF, we have set our hands and seals this 1 day of April, 2023.

LABOR WORLD, INCORPORATED  
Duluth, MN

By Alan M. LaFrenier  
Alan LaFrenier, President

UNITED FOOD & COMMERCIAL WORKERS  
UNION, LOCAL #1189, Duluth, MN

By Stacy Spexet  
Stacy Spexet, Union Representative

## APPENDIX "A"

### PENSION

A. All employees 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 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 Fund, and their successor as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

#### B. PENSION CONTRIBUTION:

Effective on the 1<sup>st</sup> day of April 2001, the Employer agrees to contribute to the Pension Fund the sum of sixty cents (\$0.60) per hour for each hour worked by each employee. Effective with the payment due on September 1<sup>st</sup>, 2007, based on hours worked in August 2007 (and thereafter), the Employer agrees to contribute to the Pension Fund the sum of one dollar and ten cents (\$1.10) per hour for each hour worked by each employee; effective September 1<sup>st</sup>, 2010, the sum of one dollar and twenty five (\$1.25) cents per hour for each hour worked by each employee; and effective September 1<sup>st</sup>, 2011, the sum of one dollar and thirty (\$1.30) cents per hour for each hour worked by each employee shall be contributed to the Pension Fund.

The Bargaining parties have adopted into the Collective Bargaining Agreement the Rehabilitation Plan of the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. The Preferred Schedule (seventeen cents (\$.17)) will be adopted effective with hours worked in December 2011.

The Employer agrees to contribute one dollar and forty seven cents (\$1.47) to the Northern Minnesota/Wisconsin Area Pension Fund, for each hour worked.

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 employee, and shall include, pursuant to said forty (40) hour 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 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.

C. Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees 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 in such amount as adopted by the Trustees. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge



on the payment and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

If legal action is taken to recover the amount due the Fund, the delinquent Employer shall also be required to pay all court costs, including reasonable attorney's fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in his payments to the Fund shall make such 'employer primarily liable and responsible to its employees, beneficiaries or employees; estates for any claim for benefits accruing to such employee, beneficiaries or employees' estates which would otherwise be due from the Fund.

The payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the Fund, including the liquidated damage payment.

Any Employer who, on more than one occasion during any one year, becomes delinquent in its payments to the 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.

Non-payment 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 Fund.

- D. In no event shall the provisions relating to Pension 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 Pension Fund as directed by action for the Board of Trustees of this Fund.

- E. In the event an increase is agreed to in the amount of the payments to the Pension Fund under the labor agreement between the Union and the Area Grocers Association, one of the parties that established such Fund, the Employer agrees to increase his payments to equal such increased amount effective on the same date as provided in such agreement.

APPENDIX "B"

NORTHERN MINNESOTA - WISCONSIN AREA RETAIL FOOD  
HEALTH AND WELFARE FUND PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into on this 1 day of April, 2003  
by and between the Employer and the Union signatory hereto by their duly authorized  
representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for  
participation in the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD HEALTH  
AND WELFARE FUND in order to obtain health and welfare benefits for employees  
represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein  
contained, and the acceptance of the parties as participants of said Trust Fund, the Union and  
the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all the  
terms of the Trust Agreement, creating said NORTHERN MINNESOTA-  
WISCONSIN AREA RETAIL FOOD HEALTH AND WELFARE FUND, all of the rules  
and regulations heretofore adopted by the Trustees of said Trust Fund pursuant to  
said Trust Agreement, and all of the actions of the Trustees in administering such  
Trust Fund in accordance with the Trust Agreement and rules adopted. The Union  
and Employer each acknowledge receipt of a copy of said Trust Agreement.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees  
appointed under said Trust Agreement and all such past or succeeding Employer  
Trustees as shall have been or will be appointed in accordance with the terms of the  
Trust Agreement.
3. In accordance with that certain collective bargaining agreement now in effect  
between the Union and Employer and which is made a part hereof by reference, the  
effective date of participation in the Welfare Fund is \_\_\_\_\_.
4. The Employer agrees to make contributions as provided in and required by said  
collective bargaining agreement and any succeeding collective bargaining  
agreements to the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD  
HEALTH AND WELFARE FUND.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be  
executed by their duly authorized representatives, the day and year first above written.

FOR THE EMPLOYER

Al LaFrenier  
Al LaFrenier, President

FOR THE UNION

Stacy Spexet  
Stacy Spexet, Union Representative UFCW  
Local #1189, Duluth, MN

**NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS  
PENSION FUND PARTICIPATION AGREEMENT**

THIS AGREEMENT made and entered into on the 1<sup>st</sup> day of April, 2003 by and between the Employer and the United Food and Commercial Workers Union, Local 1189 by their duly authorized representatives.

WITNESSETH

WHEREAS, the Union and the Employer have entered into a Agreement which provides for participation in the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

NOW THEREFORE, for and in consideration of the premises mutual covenants herein contained, and the acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said NORTHERN MINNESOTA-WISCONSIN ARE RETAIL CLERKS PENSION FUND, all of the rules and regulations heretofore adopted, by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. The Union and the Employer acknowledge receipt of a copy of said Trust Agreement and of the Pension Plan Rules and Regulations and have read the same.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
4. In accordance with that certain collective bargaining agreement now in effect between the Union and Employer and which is part hereof by reference, the effective date of participation in the Pension Fund is \_\_\_\_\_.
5. The Employer agrees to make contributions as provided in and required by said collective bargaining agreement and any succeeding collective bargaining agreements to the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

LABOR WORLD, INC.  
Duluth, MN

  
\_\_\_\_\_  
Al LaFrenier, President

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #1189

  
\_\_\_\_\_  
Stacy Spexet, Union Representative

**LETTER  
OF  
UNDERSTANDING**

The economic agreements of Wages and Pension, as stated in this Agreement, are agreed upon with the understanding that if the Labor World should have a substantial decrease in the number of paid subscribers, for reasons unknown at the time of the signing of this Agreement; that they may ask to have the Agreement re-opened and the Union shall not unreasonably deny that request.

LABOR WORLD, INCORPORATED  
Duluth, MN

By Al LaFrenier  
Al LaFrenier, President

UNITED FOOD & COMMERCIAL WORKERS  
UNION, LOCAL #1189, Duluth, MN

By Stacy Spexet  
Stacy Spexet, Union Representative