

# Nashwauk Market

## Contract

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Effective  
**04/26/2023 – 04/25/2026**

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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

**AGREEMENT**

**By and Between**

**NASHWAUK MARKET**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION**

**LOCAL #1189**



**APRIL 26<sup>TH</sup>, 2023 - APRIL 25<sup>TH</sup>, 2026**

**1-800-942-3546**

**FAX 1-218-728-5178**

**WEB: [www.ufcw1189.org](http://www.ufcw1189.org)**

**WILSON MC SHANE**

**Pension & Health Care**

**1-877-752-3863**

***INDEX***

**Nashwauk Market - Grocery Contract**

**April 26<sup>th</sup>, 2023 - April 25<sup>th</sup>, 2026**

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THIS AGREEMENT is entered into and is effective on the 26<sup>th</sup> day of April, 2023, between Nashwauk Market, 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, and the 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 Employer and remain exclusively within the rights of the Employer. These include but are not limited to the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store.

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 purposes 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 purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, excluding the store manager, 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 labor organization during the life of this Agreement with respect to employees covered by this Agreement.

2.3 Any department or space leased out, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and United Food and Commercial Workers Union Local #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 descriptions in Section 2.1 of this.

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 one week's (7 calendar days) notice of termination of employment where the Employer is terminating or selling the business. Where the employee works less than his/her normal schedule after the notice he/she shall receive his/her normal pay. The Employer shall give notice of his/her intent to sell not later than seven (7) days prior to the close of the sale.

2.5 This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and this contract and Union representation there under shall also extend to any extension, expansion, or relocation of such present operations now represented by this Local Union in the geographical area of jurisdiction that is covered under the charter of this Local Union.

### **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 members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after ninety (90) days following the execution 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 date of execution shall on the ninetieth (90<sup>th</sup>) 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 provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

3.3 The deduction of the Union dues shall be deducted from the employee's paycheck each pay period. Dues shall be forwarded to the union office within fourteen (14) days after the last deduction of each month. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement to be authorized to alter or amend the functional procedures of this section only if necessary. (The intent of this change is to allow dues to be taken out of the employee's paycheck each pay period. The Union will work with each Employer's payroll personnel to set up a uniform system of dues deduction and remittance.)

3.4 The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 above, to have a new employee complete a union membership card and dues authorization at the time of hiring. 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. This provision shall be subject to the letter of interpretation attached hereto and made a part hereof.

**ARTICLE 4  
HOURS OF LABOR**

4.1 All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one-week Sunday through Saturday, shall be paid at time and one half (1½) the regular hourly rate. In weeks wherein a holiday is celebrated, the workweek shall be thirty-two (32) hours, four (4) days of eight (8) hours each.

4.2 All employees shall be paid time and one-half (1½) for all work performed on the seventh (7<sup>th</sup>) day of a regular workweek and on the sixth (6<sup>th</sup>) day of a holiday week. Store operating hours shall be set by each Employer on Sunday through Saturday, inclusive. In order to preserve bargaining unit work, no store shall be open for service of customers on Easter Sunday or the specific holidays or hours referred to in the article covering holidays. For purposes of payroll only, may be the first day of the week.

4.3 All time worked shall be consecutive, except up to one (1) hour by mutual agreement shall be allowed for lunch each day if the employee works seven or more hours. Lunch is to be scheduled as near as possible to mid-shift. No employee shall be scheduled to work in excess of seven (7) hours without being offered a meal period. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. in night operations shall receive a twenty (20) minute supper period with pay. If said employee takes in excess of twenty (20) minutes, the Employer is not required to pay for the supper period.

4.4 When scheduled or called to work, employees, if available, shall receive a minimum of four (4) hours work or pay; except in case of emergency, when call in shall be two (2) hours for all employees. There shall be no pyramiding or duplicating of daily, weekly overtime or premium pay.

4.5 All employees shall be guaranteed a minimum of 18 hours per week, Sunday through Saturday unless the employee restricts their availability.

4.6 It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies or by mutual agreement (subject to store manager approval). A record of such starting time shall be furnished to Local Union #1189 upon request. It is further agreed that each 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 Union #1189. The Employer shall furnish the Union with copies of the requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each employee. The payroll records will be available for a maximum period of five (5) years.

4.7 Work schedules for all employees shall be made up for a two-week period. The schedule shall be posted for any two-week period no later than Friday at 2:00 p.m. preceding the first week of the two-week period. When posting the schedules, the Employer shall show the employee's first and last name on the schedule in ink. All employees shall have the opportunity prior to the posting of the schedule to request of the Company, in writing, a particular day or days off. If the requested day or days off are for a justifiable reason, the Employer will make every effort to schedule the employee so he/she receives his/her requested day or days off without loss of hours, based on

seniority. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies.

Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the employee. Employees will make every effort to notify the Employer in advance when they will not be available for work.

4.8 Employees, if absent, shall call in daily and speak to a manager. The employee 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/her availability for work at least twenty-four (24) hours prior to the time that he/she expects to report for work or prior to the time the Employer makes up his/her schedule for the next week.

4.9 Each employee who works more than (4) hours shall receive a fifteen (15) minute paid rest period. Employees who work seven (7) hours per day or more shall receive two fifteen (15) minute paid rest periods. If the employee has been scheduled for a lunch one break shall be taken before lunch and one after lunch.

**No paid rest periods or unpaid lunch periods may be taken in the final hour of an employee's scheduled shift.**

4.10 Employees shall be paid in full for all time spent in the service of the Employer. **Employees will be paid on a weekly basis effective July 1, 2023.**

4.11 Required attendance at company meetings shall be paid at the employee's regular wage rate for the time actually spent at the meeting. Any meetings in excess of four per calendar year shall entitle the employee to no less than the guaranteed call in time at the proper hourly wage rate, inclusive of premium rates and overtime if applicable.

## **ARTICLE 5 MISCELLANEOUS PROVISIONS**

5.1 The temperature of the store shall be maintained at a level to ensure the comfort of the employee and the efficient and proper operation of the business with exceptions made for emergencies and acts of God.

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

5.3 The Employer shall have the right to adjust wages of its employees provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period. When an adjustment is made, an employee shall be given credit for the hours and/or years of service and progress from that point.

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

5.5 All employees shall present themselves on time, ready for work, clean and neat in appearance, in accordance with written company policies, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the Shop, the Employer and the Union.

- 5.6 No employee shall make any written or verbal agreement that will conflict with this Agreement.
- 5.7 Any employee, at the date of entering into this Agreement, receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.
- 5.8 Customers in the store at closing time shall be waited upon by the employees, provided the doors were closed at the store's regular closing time.
- 5.9 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 agreed to and adequate time to allow a steward to perform the functional responsibilities of the appointment, without compensation from the Employer.
- 5.10 The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.
- 5.11 The Union shall use its best efforts 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 a Union button when on duty.
- 5.13 Where time clocks are not provided, the Employer shall institute adequate payroll procedures to ensure that all hours worked are properly recorded.
- 5.14 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. Employees will comply with all safety rules including the Employer's policy on drug testing.
- 5.15 If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.
- 5.16 Any employee who serves in the National Guard 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 employee shall give the Employer two (2) weeks' prior notice. An employee shall not be required to take military training duties as earned vacation.
- 5.17 The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.
- 5.18 The Employer shall not request the employee to take a lie detector test not in conformance with the law.
- 5.19 **Non-Discrimination Clause.** The Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of



employment, not will they limit, segregate or classify employees in any way to deprive any individual employee or employment opportunities because of his/her race, color, religion, sex, national origin, age or physical handicap.

5.20 Active Ballot Club Checkoff. The Company agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Company has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Company agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

## **ARTICLE 6 LAUNDRY-UNIFORMS**

6.1 In the event the Employer requires its 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 or rain gear for employees working outside will be available for inclement weather. Jackets for unloading trucks will be available. Where the Employer is presently furnishing and maintaining uniforms, it shall continue to do so.

## **ARTICLE 7 NO STRIKE NO LOCKOUT**

7.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that it 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 cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a 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 places of business.

## **ARTICLE 8 VACATIONS**

8.1 Employees who have been employed by the Employer for a period of one (1) year or more shall receive one (1) week's of vacation with pay. Employees who have been employed by the Employer for three (3) years or more shall receive two (2) week's vacation with pay. Employees who have been employed by the Employer for a period of six (6) years shall receive three (3) weeks of vacation with pay. Employees who have been employed by the Employer for a period of ten (10) years or more shall receive three ~~(3)~~ four (4) week's of vacation with pay.

For purposes of determining vacation allotment, vacation hours shall be considered hours worked.

**8.2** Employees with six (6) months or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation. Such pro-rated vacation to be based on the length of time an employee served from the date of employment during the first year and thereafter the length of time an employee served since his/her last anniversary date of employment, pro-rated.

**8.3** An employee who at the date selected for their vacation has less than one (1) year, but six (6) months or more of continuous service with the same employer, shall be entitled to a part of one (1) week's vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.

**8.4** Employees taking their vacation during a holiday week shall be given a pro-rated vacation or pay in lieu thereof.

**8.5** Vacation pay for 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, inclusive of overtime.

**8.6** 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. A vacation sign up schedule shall be posted the first banking day following January 1<sup>st</sup> of each year. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior employee notified the employer of their requested vacation dates in writing prior to March 1<sup>st</sup> of each year. After March 1<sup>st</sup>, vacation dates shall be scheduled on a first come-first served basis without regard to seniority. 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. Vacation pay will be paid at the beginning of the vacation period, if requested. In those stores whose problems arise and/or in those stores where mutual agreement can be achieved, a procedure for vacation selection shall be adopted as a matter of company policy. A maximum of two (2) employees may be on vacation at the same time. If a vacation week becomes available after March 1<sup>st</sup>, that time shall be selected in order of seniority.

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

**8.8** Employees with three (3) or more weeks of vacation may take one (1) week of vacation in single day increments.

Single vacation days will be scheduled on a mutually agreeable basis with a minimum notice of the week before the schedule is posted. Full weeks shall take precedence over single vacation days. Single days will be selected following full week vacation sign up and will be granted on a first come, first serve basis, based on the criteria set forth in Section 8.8 of this Agreement.

**8.9** No vacation shall be granted during the week of Rib Fest.

**ARTICLE 9  
HOLIDAYS**

9.1 For purposes of this contract, the following days are holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees shall not work on Easter Sunday, nor the following days: Christmas Day and after 4:00 p.m. Christmas Eve. Effective April 15<sup>th</sup>, 2002, new employees shall be entitled to holiday pay after the employee has completed one (1) year of service.

Effective on April 15<sup>th</sup>, 2002, new employees will be entitled to the one (1) additional day off with pay after the employee has completed one (1) year of service. Employees shall be granted an additional holiday with pay to be taken on the employee's birthday after the employee has completed three (3) years of service.

Employees can volunteer to work on holidays and such opportunities will be assigned by seniority consistent with efficient operation of the store. If there are insufficient volunteers in a seniority category, the Employer may schedule employees to work on holidays by inverse seniority.

Effective date of ratification, Employees that are hired after May 15, 2015, will no longer be eligible for one additional day off with pay or the additional day off for their birthday.

9.2 It is agreed that no employee shall work after 4:00 p.m., December 24<sup>th</sup>, Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m., December 24<sup>th</sup>, Christmas Eve.

9.3 Employees shall receive their holiday pay for the above-mentioned days based on the average number of hours worked on a weekly basis during the year up to eight (8) hours of straight time. Provided the employee has worked their scheduled day before and their scheduled day after the holiday, except for a bonafide illness.

9.4 When a holiday occurs within a workweek, the regular hours for that week shall be thirty-two (32). All time worked in excess of thirty-two (32) hours in a work in which a holiday occurs shall be paid for at one and one-half (1½) times the employee's regular rate of pay.

9.5 No employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Should a dispute arise with respect to an employee being rescheduled, the employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay. If an employee is on vacation during any of the seven (7) weeks to be reviewed under the provisions of this section, that vacation week shall be disregarded and the next previous week will be added for the purposes of this section.

**ARTICLE 10  
SENIORITY**

10.1 Definition. Seniority shall be defined as the length of continuous 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 and B below in the following order:

- A. Among all of the employees within each store;
- B. Among all of the employees employed by a company in each individual town.

10.3 No less senior employee will be scheduled for more hours than a more senior employee except that night stockers may be scheduled on a weekly basis for more or less hours than other employees. The employer can schedule employees up to forty (40) hours a week.

10.4 New employees or employees whose seniority has been terminated in accordance with Section 10.2 shall obtain seniority after ninety (90) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire.

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

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return to employment after layoff, and reasonable notice of recall;
- 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 accident or for any reason beyond the control of the employee subject to this one (1) year limitation, except as provided for in Article 20.1B as long as the employee complies with all medical restrictions and requirements; or
- F. After six (6) months as a supervisory employee.

10.6 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.

10.7 An employee's seniority shall be given reasonable consideration with respect to shift preference and day off preference, as long as it is reasonably consistent with the needs of the business.

10.8 Full-time Employees will be defined as anyone who works forty (40) hours or more per week. Part-time Employees will be defined as any employee who works less than forty (40) hours per week.

## **ARTICLE 11 UNION LABEL CARDS**

11.1 The Union label, card or decal is the property of the Local Union 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 12  
EMPLOYMENT TERMINATION**

**12.1 The Employer shall be entitled to two (2) week's notice of an 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.**

**12.2 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 be extended an additional thirty (30) days upon written notice to the Employee affected and the Union. If during the initial probationary period and extension an employee has worked fewer than 35 shifts the employer may request, from the Union, a second thirty (30) day extension to the probationary period. The employer must provide reasonable justification for the extension. If the employer provides a reasonable justification for the second extension such extension shall not be unreasonably denied.**

**12.2A The parties understand that a large number of employees will be hired for the opening of a new store. For this reason, any employee who is hired before and within seven (7) days after the official opening of the store shall have a probationary period of ninety (90) days instead of the probationary period of thirty (30) days which would normally apply under the terms of this agreement.**

**12.3 The Employer shall not discharge nor suspend any employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union. No warning notice need be given to an employee where he is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, willful insubordination, violation of an established written work rule, or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. However, all warning notices and other notification of discipline will remain in an employee's file even if no longer in effect. All discharges must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.**

**ARTICLE 13  
AGREEMENT VIOLATIONS**

**13.1 All claims for back pay for loss of wages arising under this Agreement on account of any violations of the 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 will be barred. The Employer shall not be required to pay back pay on grievance for more than a ninety (90) day period prior to the filing of the grievance.**

**ARTICLE 14**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

14.1 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, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

- A. Between the employee affected and his/her employer.
- B. By 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 the Agreement which has not been resolved in Steps A or B above, will be reduced to writing within ten (10) days of the meeting in Steps A or B above. Once reduced to writing, representatives of the Union and the Company will meet in an effort to resolve the grievance.
- D. Should the dispute, difference or grievance not be resolved in Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation (BMS), or Wisconsin Employment Relations Commission (WERC) will be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.
- E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon) the matter may be referred to binding arbitration. Such request for arbitration must be with ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).
- F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an arbitration panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names. The arbitrators will be selected by the parties alternately striking names until one (1) arbitrator is left. The order of strikes will be determined by lot.
- G. The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement. Either party may request a review of an arbitrator's decision, if either party believes the arbitrator exceeded their authority, made a mistake of law, or otherwise disregarded the clear and unambiguous language of the Agreement.
- H. The expense of the arbitrator, transcription, and hearing room shall be the responsibility of the party not prevailing in arbitration.
- I. At any step in this grievance procedure the Executive Committee of the Local Union 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.

J. Except in cases of termination, all disputes, differences, or grievances must be brought to Steps A and/or B in 13.1 within thirty (30) days of the alleged violation. In cases of wage disputes in which sixty (60) days will be the time limit. These time limits, and the time limits in 14.1, C, D, & E are binding and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties.

14.2 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable attorneys' fees as awarded by the court. Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees as awarded by the court to the refusing party.

## **ARTICLE 15 HEALTH AND WELFARE AND PENSION**

15.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements had 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 ready 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 overcome 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.

### **15.2 HEALTH & WELFARE CONTRIBUTION RATES:**

**Effective May 1, 2023 for all Healthcare eligible employees the Employer will pay ninety percent (90%) of the cost of Plan A. The Employee will pay ten percent (10%) of the cost of Plan A. The Employee's ten percent (10%) will be based on a pre-taxed weekly payroll deduction and remitted by the Employer monthly. For purposes of this article, "Healthcare Eligible Employees" shall be defined as those employees classified as Full-time.**

**Deductibles for Employees hired on or after May 1, 2005, will be determined by the Trustees at a new rate.**

**A. The Employer agrees to make Health Insurance contributions on behalf of each full-time employee on the 1<sup>st</sup> of the month following one month of employment. Also, Healthcare Eligible Employees who return to work or are reinstated following an absence from work, where their seniority has not been interrupted, shall have payments made on their behalf on the 1<sup>st</sup> of the month following their return to work.**

**In addition, employees that have not had a break in coverage with the health fund, or are still eligible for their COBRA election, shall have payments made on their behalf on the 1<sup>st</sup> of the month following their return to work.**

15.3 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. The forgoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling 12-month eligibility period for additional FMLA and coverage under this paragraph. In the event of leave 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 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.

15.4 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.

15.5 Effective the date of this Agreement, the Employer agrees to pay one dollar and twenty cents (\$1.20) per hour to said Pension Fund for each hour worked by each employee. This applies to all employees who have been employed five (5) years or more. Current employees with less than five (5) years of Seniority shall receive sixty cents (\$.60) per hour paid into said Pension Fund for each hour worked by said employee. 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 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 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. Effective with the ratification vote June 19<sup>th</sup>, 2006, employees will not receive Pension payments on their behalf until the employee fulfills their Probationary Period.

The Bargaining parties have adopted into the Collective Bargaining Agreement, the Rehabilitation Plan of the Northern MN – WI Area Retail Clerks Pension Fund. The Preferred Schedule will be adopted as of January 1<sup>st</sup>, 2011.

15.6 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 on the payments and liquidated damages equal to the



interest as provided by law to be charged by the IRS on delinquent or deficient tax returns.

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 attorney fees. In addition to the other provisions as herein set forth, any employer who is delinquent in its 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 its 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 payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions that 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 its obligation to make required payments to the Trust Fund.

15.7 In no event shall the provisions relating to Health and Welfare and 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 Health and Welfare Fund and/or Pension Fund as directed by action of the Board of Trustees of these funds.

15.8 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.

15.9 If the Employer is required by federal or state law to make any payment for health care costs other than those specified here, the Employer may reopen Article 15 insofar as it pertains to Health and Welfare for modification. As long as the Employer on the date of the Reopening Notice to the Union also notifies the Federal Mediation and Conciliation Service in accordance with 29 U.S. Code (d)(3) and 158(d) it shall have all rights afforded by the NLRA.

In the event of such a reopening and the parties fail to reach agreement, the provisions of Article 7, No Strike, No Lockout, shall be inapplicable until agreement is reached on these issues.

**ARTICLE 16  
JURY DUTY**

16.1 Employees who are 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, 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 jury will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury.

**ARTICLE 17  
FUNERAL LEAVE**

17.1 The Employer agrees to pay 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, child, brother, sister, father-in-law, mother-in-law, 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 the death of a spouse. The last day of the leave shall be the day of the funeral, except if the funeral is more than 200 miles from the employee's place of residence. In the event an employee would be entitled to funeral leave during the period they are on vacation one (1) day of funeral leave shall be allowed.

**ARTICLE 18  
LEAVES OF ABSENCE**

18.1 Employees shall be entitled to written leaves of absence, for the following reasons:

- A. 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 whereabouts and status.
- B. In cases of compensable injury, employees shall be granted a leave of absence for a period of one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the employee notifies the Personnel Department 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.

18.2 Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing 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.

18.3 Maternity leave shall be granted in accordance with applicable laws and regulations.

18.4 A leave of absence for military service by the employee shall be granted as required by the provisions of the Veterans Re-employment Act.

18.5 Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full-time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which the employee is elected.

18.6 Leaves of absence may be granted for 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 a leave of absence. Such leave will not exceed one (1) year and can be renewed by the employer for one (1) additional year.

If a leave of absence shall exceed three (3) months, the Employer shall provide written notice of such leave of absence, and any extensions thereof, to the Union. The Employer is not required to grant leaves in excess of three (3) months.

18.7 Other leaves as per item 18.6 above shall run to a maximum of three (3) months for employees, to be renewed for such length of time as the employer and the employee may agree.

18.8 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 themselves is subject to discharge.

18.9 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 Employer shall be restored to work to begin no 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 the Monday thereafter.

18.10 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 19 RATE OF PAY**

19.1 Previous comparable experience shall be considered for the purposes 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.

19.2 All 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 as to hours of work hereinafter provided for in any week in which they are not scheduled to work the minimum number of hours hereinafter provided for: All employees, shall be scheduled for not less than eighteen (18) hours per week unless the employee restricts their availability

19.3 Time for progression to be computed by counting each week in which an employee works. Employees shall be paid in full for all time spent in the service of the Employer.

19.4 Attached to and made a part of this contract, wage rates appear under Appendix "E".

19.5 It shall not be a violation of this agreement for the Employer to enlist employees hired on and after the date of ratification of this agreement to enroll in direct deposit if such benefit is available to the employee.

19.6 Effective date of ratification, Employees hired after April 15, 2010 shall no longer receive Sunday premium pay.

#### **19.7 Summer Waiver**

- A. "Summer Period Waiver Employees" shall be defined as those hired for the period from May 1<sup>st</sup> until September 30<sup>th</sup>. Such employees shall not be part of the bargaining unit.**
- B. Employees hired for summer months shall receive no benefits under the terms of the contract, including pension payments, holidays, vacations or seniority.**
- C. If a Summer Waiver part-time Employee is retained beyond the summer waiver period, such employee shall immediately become part of the bargaining unit and shall be treated as a regular part-time employee for all purposes. The employee's seniority shall be backdated to the original date of hire with the Employer.**

### **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 bargain 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 requested 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 for 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 state 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  
TERM OF AGREEMENT**

This Agreement shall take effect on the **26<sup>th</sup>** day of **April 2023**, and continue to the **25<sup>th</sup>** day of **April, 2026**, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

Dated this 30<sup>th</sup> day of May, 2023.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
By

FOR THE UNION:

  
\_\_\_\_\_  
By Adam J Eventad  
Union Representative

**APPENDIX A  
Wage Rates**

Effective May 1, 2023 the Employer will designate employees of their choosing to the positions of Deli Department Head, Meat Department Head, and Head Cashier. Employees designated to the preceding positions shall have \$1.00/hour added to their regular rate of pay beginning on May 1, 2023 and an additional \$1.00/hour added to their regular pay rate beginning on May 1, 2024. These employees will not receive an overscale raise in 2023 or 2024. Such employees shall not be removed from the position of Meat Department Head, Deli Department Head, and Head Cashier without just cause.

**Employee Wage Scale**

	<b>May 1, 2023</b>	<b>May 1, 2024</b>	<b>May 1, 2025</b>
<b>Start</b>	<b>\$11.40</b>	<b>\$11.70</b>	<b>\$12.00</b>
<b>1<sup>st</sup> Year</b>	<b>\$11.65</b>	<b>\$11.95</b>	<b>\$12.25</b>
<b>2<sup>nd</sup> Year</b>	<b>\$11.90</b>	<b>\$12.20</b>	<b>\$12.50</b>
<b>3<sup>rd</sup> Year</b>	<b>\$12.15</b>	<b>\$12.45</b>	<b>\$12.75</b>
<b>4<sup>th</sup> Year</b>	<b>\$12.40</b>	<b>\$12.70</b>	<b>\$13.00</b>
<b>5<sup>th</sup> Year</b>	<b>\$12.65</b>	<b>\$12.95</b>	<b>\$13.25</b>
<b>6<sup>th</sup> Year</b>	<b>\$12.90</b>	<b>\$13.20</b>	<b>\$13.50</b>
<b>7<sup>th</sup> Year</b>	<b>\$13.15</b>	<b>\$13.45</b>	<b>\$13.75</b>
<b>8<sup>th</sup> Year</b>	<b>\$13.40</b>	<b>\$13.70</b>	<b>\$14.00</b>
<b>9<sup>th</sup> Year</b>	<b>\$13.65</b>	<b>\$13.95</b>	<b>\$14.25</b>

Employees who are overscale, inclusive of any differentials, shall receive increases of fifty (50) cents per hour on May 1<sup>st</sup> each year of the contract.

**APPENDIX F**  
**Holiday Operations**

Effective April 15, 1995, the Employer shall be permitted to be open for retail operations on certain holidays as provided herein:

1. The Employer may, at its option, be open for retail operations on Memorial Day, Independence Day, and/or Labor Day (hereinafter "option days"). Hours worked on these days shall be outside the regular work week.
2. Store operations on these option days shall be staffed only with volunteers. A volunteer sign up list shall be posted by the Employer not less than 21 days prior to each option day the Employer plans on being open for business.
3. All employees, who volunteer to work on the option days, shall be paid at time and one half their regular hourly wage rate. This wage shall be in addition to any other holiday benefits which accrue to these employees under the collective bargaining agreement.
4. All volunteer employees who work on the option days shall accrue the same benefits under the collective bargaining agreement as employees working on Sunday, except that no pension payment shall be made for the holiday hours actually worked.

**APPENDIX G**  
**Letters of Interpretation**

Letter No. 1: It is understood and agreed that under the Article entitled Union Security, Section 3.4, that no penalty or violation of the contract shall arise unless the Employer has failed to report one or more persons as a new union member on three reporting periods in any six (6) months reporting sequence. To be considered a violation and subject to any action by the Union under the terms of this collective bargaining agreement which has been executed by the parties, there must be at least three (3) reporting periods in which there is a failure to report during this six months period.

Letter No. 2: It is understood and agreed that Confidential and Office Employees as defined in the National Labor Relations Act are not included as a part of the bargaining unit covered in this Agreement. Office employees are those employees whose primary functions relate to confidential and office duties.

Letter No. 3, Weekly Minimum: As a part of the contract settlement, it is understood and agreed that, whereas the contract provides for an 18 hour weekly minimum for all employees, if the Employer establishes that an employee was not available for work, the Employer will not be required to provide such employee with the 18 hour weekly minimum. In each instance, the Employer must confirm that an employee was not available for work, in writing, with a copy to the Union.