

I.B.E.W. Local #42

Contract

Effective
07/01/2023 – 06/30/2027



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211

Duluth MN 55812

Phone: 218-728-5174 or 800-942-3546

Fax: 218-728-5178

Website: www.ufcw1189.org

Other important phone numbers:

Health care/dental (Wilson McShane): 1-800-570-1012

Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

Know Your Rights

Request that your Union Representative be present!

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

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

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

AGREEMENT

BY AND BETWEEN

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #242**

AND

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



July 1st, 2023 through June 30th, 2027

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AGREEMENT
BY AND BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #242
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189

THIS AGREEMENT is entered into and is effective on this 1st day of July, 2023 between THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION, LOCAL #242 located at Duluth, Minnesota and vicinity, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union, Local No. 1189, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees covered by this Agreement.
- 1.02 The provisions of this Agreement shall apply to full-time permanent employees only except as provided in Article 15 for Temporary Employees and Article 16, covering Permanent Part-time Employees, and provided further that the Union Security Provisions in Article 2 herein shall apply to all employees.

ARTICLE 2
UNION SECURITY

- 2.01 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement, shall, on the 31st day following the effective date of this Agreement, become and remain members 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 31st day following the beginning of such employment, become and remain members in the Union.
- 2.02 The Employer agrees not to discriminate against members of the Union and shall consider Union member applicants equally with applicants not holding membership in the Union and shall notify the Union when positions become available.

ARTICLE 3
WORK SCHEDULE

- 3.01 Seven and one-half (7½) hours shall constitute one full days' work; thirty-seven and one-half (37½) hours shall constitute one full weeks' work, Monday through Friday, inclusive.
- 3.02 All work performed in excess of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week shall be paid for at the rate of time and one-half the regular rate of pay.
- 3.03 Employees who have completed their regular work shift and are recalled for work, shall receive a minimum of four (4) hours pay at the applicable overtime rate or comp time. This shall not apply to overtime work which may be performed immediately at the conclusion of the regular shift, but it shall apply when the Employer requires the employee to return to work at hours not immediately following the regular shift. Comp time shall be used within twelve (12) months from when it was earned or time will be lost.
- 3.04 When called to work on Saturday, Sunday or a Holiday, the employee shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.
- 3.05 All work performed on Saturday shall be paid for at time and one-half (1½) the regular rate of pay. All work performed on Sunday shall be paid for at two (2) times the regular rate of pay.
- 3.06 Each employee shall receive two (2) relief periods of fifteen (15) minutes in each day's work schedule. The first such relief period shall occur during the morning tour of duty prior to the lunch period and the second relief period shall occur in the afternoon tour of duty prior to the quitting hours.
- 3.07 All overtime work shall be distributed as evenly as possible and shall be offered to employees qualified and willing to work such overtime. Refusal to accept overtime shall not be a cause of discipline but it is agreed that the employee response to the need of the Employer shall be within reason.
- 3.08 All regular paid time shall be considered time worked, not to exceed the normal workweek.
- 3.09 An employee requested to work at least two (2) hours overtime shall be entitled to a fifteen (15) minute paid break for each such two (2) hour periods. Breaks are to be taken at the beginning of each two (2) hour period.

ARTICLE 4
HOLIDAYS

- 4.01 All employees covered by this Agreement shall receive the following holidays with pay:

New Year's Day
Thanksgiving Day
Day after Thanksgiving Day
Memorial Day
July Fourth
Last Working Day preceding Christmas Day
Christmas Day
Last Working Day preceding New Year's Day
Good Friday
Labor Day
2 Personal Holidays

The Last Working Day Preceding Christmas Day and the Last Working Day preceding New Year's Day may be traded for a Personal Holiday subject to mutual agreement between Employer and employee.

Newly hired employees with service less than one year may be eligible to take first Personal Holiday upon completion of probationary period. Eligibility for second Personal Holiday applies to all employees who have at least one (1) year of service with the Employer. Personal Holidays must be used within the calendar year (January 1 - December 31).

- 4.02 When a recognized holiday falls on Saturday the Employer will observe the holiday on the preceding Friday.
- 4.03 Employees required to work on any of the foregoing holidays shall be paid double time for all time worked on such holidays in addition to the regular holiday pay.
- 4.04 When any of the above holidays fall on Sunday, the following Monday shall be considered a holiday and any time worked on that day shall be paid for at the rate of double time. Holidays shall not be computed as part of vacation.

ARTICLE 5
VACATIONS

- 5.01 Upon completion of one (1) year of employment and on each anniversary date of hire thereafter, an employee shall receive vacation with pay based on the following:

Less than Five Years	10 Days
Five Years	15 Days
Six Years	16 Days
Seven Years	17 Days
Eight Years	18 Days
Nine Years	19 Days
Ten Years - Fourteen Years	20 Days
Fifteen Years - Nineteen Years	22 Days
Twenty Years or more	25 Days

- 5.02 In the event a holiday named in this Contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.
- 5.03 Senior employees shall be given preference in the selection of vacation periods.
- 5.04 Any employee separated from their position shall receive prorated pay in lieu of any earned and unused vacation.
- 5.05 In the event of death of an employee, all earned vacation pay shall be payable to the beneficiary of said employee.
- 5.06 Earned vacation shall be taken within the Contract year due unless mutually agreed to extend same.
- 5.07 Employer may "buy back" any accrued and unused vacation at 100% of value each year if mutually agreed.
- 5.08 Employee must schedule time off 1 week prior to using any vacation days.

ARTICLE 6
SICK LEAVE AND LEAVE OF ABSENCE

- 6.01 Any regular employee shall be granted fifteen (15) days sick leave per year with pay for each year of employment, starting with hiring date. Sick Leave does not accumulate year to year, or carry over.
- 6.01a If an employee has exhausted all their sick leave, the employee may use vacation time the employee has available, to ensure the maximum time off with pay. If the disability or illness extends beyond all paid time the employee has available, the Employer and employee will discuss when the employee will be returning to work and what other options may be available, if any, that can be agreed upon.

- 6.02 Employees who have been in the employ of the Employer less than one (1) year shall receive sick leave on a basis of one (1) day for each one hundred fifty-two (152) hours actually worked after their starting date.
- 6.03 Necessary sick leave without pay, not exceeding one year, except as herein provided, shall be granted by the Employer to an employee requesting it in writing with a copy to the Employer and to the Union.

Employees receiving such leave shall receive same in writing and a copy shall be filed with the Union by the Employer. Employees receiving such leave shall continue to accrue seniority. The Union and the Employer may, upon written agreement, extend the sick leave beyond one year, but such agreement shall specify whether or not the seniority shall continue to accrue. Employer, on request may require medical proof of illness.

- 6.04 Any employee requesting, in writing to the Employer and to the Union and receiving a leave of absence for pregnancy or any other disability shall only receive sick leave benefits for that time off deemed due to disability, by Physician's written statement. (See below for pregnancy or any other disability leave.)
- 6.05 If a holiday falls within the time an employee is on sick leave, that day shall not be counted against accumulated sick leave.
- 6.06 The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a labor convention, or to serve in any capacity on other official Union business.
- 6.07 An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such service and the straight time hourly rate for the employee's regular scheduled hours of work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at Court. Such employee shall not suffer any loss of seniority during such absence.
- 6.08 The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service.
- 6.09 An employee requesting in writing to the Employer and the Union a leave not to exceed one (1) year, may be granted such leave with the written permission of the Employer and the Union. Failure to comply with the provision shall result in the complete loss of seniority rights of the employee involved.
- 6.10 All employees covered by this Agreement shall, in the event of a death in the immediate family, such as spouse, all legal and stepchildren, father and mother, brother, sister, mother-in-law or father-in-law, stepparents and significant other, be granted three (3) days off with pay. One (1) day off with pay in the event of death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren. (Employees who were receiving time off in excess of what is provided in this Section prior to the effective date herein shall continue to do so during the term of this Agreement.)

- 6.11 Sick leave and time off for doctor/dental appointments shall be permitted and actual time lost shall be subtracted from earned and unused sick leave days.

DISABILITY, PREGNANCY AND ADOPTION LEAVES OF ABSENCE

- 6.12 An employee on active employment status with the Employer, upon written request to the Employer and Union, may be granted disability/pregnancy leave of absence without salary and without loss of seniority to and until a date not exceeding six (6) months subject to the following:

(a) The employee shall give the Employer and the Union two (2) weeks notice in writing of the application for leave of absence and shall present therewith the written medical certification by a certified health provider of the employee's condition and the expected date of return to work.

(b) The employee shall be required to leave and discontinue employment at any time if so advised by the employee's own certified health provider, or the Employer's certified health provider, or if not capable of regularly and efficiently performing **their** duties, or if there is any danger to personal medical safety.

(c) The employee will be entitled to return to work in accordance with **their** seniority at any time within the six (6) months leave of absence, provided **they have** given two (2) weeks written notice of **their** intention to do so to the Employer and the Union accompanied by the written medical certification of the certified health provider approving **their** return to work.

(d) If the employee qualifies and returns to work in accordance with the above, either to **their** original job or to a position of like status and pay, **they** will be given credit for the seniority accrued up to the time of leaving as well as the seniority **they** would have accrued had **they** been available for work during the period of absence.

(e) The provisions of this Article are subject to such amendment or modification as may be required to comply with any future applicable State or Federal Laws or regulations which may become binding upon the parties hereto.

(f) Any replacement employees assigned or hired to perform the duties of the employee on leave shall be regarded as temporary during the period within which the employee on leave may legally return to work without loss of seniority as herein provided, and in the event such employee shall return to **their** job following such leave, such replacement employee shall be terminated or returned to **their** former position at the rate of pay established for that classification, including the domino effect upon other temporary employees necessarily reassigned to accommodate the one on leave.

(g) A childcare leave shall be granted for a period not exceeding six (6) months in connection with an adoption.

- 6.13 An employee shall be allowed to use their accrued sick leave due to illness or injury of an employee's dependent child. If the employee's dependent child's illness or injury requires the employee's absence for an extended period of time, the Employer reserves the right to request a doctor's statement.

ARTICLE 7

SENIORITY

- 7.01 Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Upon written request a thirty (30) day extension of such probationary period may be granted.
- 7.02 During the term of the ninety (90) day probationary period, such employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during this period of ninety (90) days without any recourse whatsoever. After the completion of the ninety (90) day trial period, seniority shall be effective as of the original date of employment.
- 7.03 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.
- 7.04 An employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation
 - b) Discharge for just cause
 - c) Failure to return to employee's former position or a position of like status and pay within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
 - d) Layoff for a continuous period of more than one (1) year.
- 7.05 It is the intention of the Employer to fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.
- 7.06 Vacancies shall be awarded to the senior qualified bidder. Qualifications to be determined by the Employer. Such determination will not be arbitrary or capricious. An employee who is promoted to a higher position shall receive the minimum of new job classification or a ten percent (10%) increase, whichever is higher. All employees promoted shall be placed on the higher-rated job for a trial period of thirty (30) days. In the event the employee does not successfully pass the trial period, such employee shall be given **their** former position without any loss of seniority or pay.
- 7.07 The employee with the least amount of seniority will be the first laid off.
- 7.08 Notice of such layoffs shall be given, in writing, with a copy to the Union office, two (2) weeks before the scheduled layoff, or two (2) weeks pay in lieu thereof.
- 7.09 The Employer, upon rehiring, shall do so in the order of seniority. If the employee's former position is no longer available and the position of like status and pay is not

available the employee shall have the option to refuse the call back and remain on the layoff list for the balance of the year.

- 7.10 Any employee who is laid off by an Employer and accepts a full time position with another Employer, and refuses, in writing, a call-back to **their** former job, shall forfeit all seniority rights on the job from which laid off.
- 7.11 Employees shall give the Employer four (4) weeks' notice of leaving unless agreeable to such Employer that the employee leave without notice.
- 7.12 In the event of a merge of Employers covered by this Agreement, seniority rights of employees shall apply as to their date of hire with their respective Employers.

ARTICLE 8

DISCIPLINE/DISCHARGE

- 8.01 It is hereby agreed that the Employer has the right to discipline an employee for just cause. Progressive discipline shall be used to correct the problem. Discipline shall be appropriate to the offense. Discipline will normally be in the following order:
 - a) Verbal Warning
 - b) Written Warning
 - c) Suspension
 - d) Discharge

Provided, however, in the case of the following provable offenses: dishonesty, drunkenness on duty, immediate discharge would be appropriate. After twelve (12) months if no further disciplinary action is taken for a similar offense, prior discipline would not be used in any future disciplinary action.

The Employer agrees not to discipline or discharge any employee without just cause. The Employer's decision is subject to review by an Arbitrator.

- 8.02 The employees covered by this Agreement shall comply with all the Employer's rules, provided they are not in direct conflict with the terms of this Agreement. The Employer shall supply the Union with copies of all rules and policies as they are adopted and amended by the Employer.
- 8.03 If upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to **their** former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.
- 8.04 No employee shall be held responsible for loss or shortage of funds unless clear proof of negligence or proof of dishonesty can be established.

- 8.05 All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.
- 8.06 In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union Representative and/or Steward present.

ARTICLE 9
MAINTENANCE OF STANDARDS

- 9.01 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 10
RATES OF PAY

- 10.01 Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the table of job classifications and rates of pay in Article 18. Employees shall receive wage increases in accordance with the automatic length of service provisions of Article 18. The selection and utilization of the position of Assistant Office Manager is at the sole discretion of the Employer, however once an employee has been given the classification they may only be removed with just cause.
- 10.02 Wages shall be paid in full weekly not later than regular quitting time.

ARTICLE 11
SEVERANCE PAY

- 11.01 Laid off employees who have completed the equivalent of five (5) years of full-time service with the Employer shall be compensated with severance pay as follows:

One (1) weeks' pay for each year of service.

In determining severance pay allowance, credit will be given for each fractional year of service on a prorata basis.

ARTICLE 12
UNION PENSION/HEALTH AND WELFARE

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

12.02 Effective January 1st, 2011, the employer agrees to contribute one dollar and twenty five cents (\$1.25) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employee, excluding temporary and casual employees.

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 Scheduled seventeen cents (\$.17) per hour will be adopted effective with hours worked in December 2011.

The Employer agrees to contribute one dollar and forty-two cents (\$1.42) to the Northern Minnesota – Wisconsin Area Retail Clerks Pension Fund for each hour worked.

Effective January 1, 2020, the employer agrees to contribute one dollar and fifty-two cents (\$1.52) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employee, excluding temporary and casual employees.

Effective January 1, 2021, the employer agrees to contribute one dollar and sixty-four cents (\$1.64) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employee, excluding temporary and casual employees.

Effective January 1, 2022, the employer agrees to contribute one dollar and seventy-eight cents (\$1.78) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employee, excluding temporary and casual employees.

For the purposes of this Section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any full-time or part-time employees, 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 Fund 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 regulation.

- 12.03 Reports of the Employers as to employees who have worked the number of hours that they have been paid and such other data and information as may be required by the Trustees of said funds and all contributions payable to the funds shall be transmitted to the offices of the funds no later than the 15th of the month immediately following the calendar month in which the work was performed on which such contributions are being made. In the event said reports are not paid, as aforesaid, the following remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available.
- 12.03a The Trustees or the agent of the Fund shall give the delinquent Employer three (3) notices in writing, not closer than ten (10) days apart, with return receipt requested, at the address shown in the records of the Fund, Plan or Union. Ten (10) days after the last notice, the Union shall have the right to take such legal or lawful action as it may deem necessary until such delinquent payments are made or said records submitted, such action including but not limited to the right to withhold services from such Employer and other concerted activity for as long as the failure to make such contribution continues, No Strike, No Lockout Clause, notwithstanding.
- 12.03b 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.
- 12.03c If the Employer fails to make prompt and timely payment 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 losses of employee or beneficiary or dependent for all such losses of benefits.
- 12.04 Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required for pension shall pay as liquidated damages a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly for the Pension Fund. The amount of liquidated damages shall be added to the accumulative total of delinquent contributions and shall be included in the computation of damages.
- 12.04a The above paragraph shall not be applicable when in the judgment of the Trustees the delinquency results from a clerical error or a bonafide difference of dispute concerning eligibility.
- 12.05 The Employer agrees that applicable payroll records shall be made available for audit to the employees of the Pension Fund, as directed by action of the Board of Trustees of these Funds.
- 12.06 **HEALTH AND WELFARE:** (See Appendix "A")

ARTICLE 13
TECHNOLOGICAL CHANGES

- 13.01 In the event of proposed technological changes such as the introduction of automated office machinery the Employer agrees to offer such employment to **their** present employees, on a seniority basis, before hiring from the outside market, and further agrees to institute a training program for those displaced employees who wish to accept employment in these automated positions. In offices where computers have been introduced, efforts shall be made to bring work station(s) to "Ergonomically Correct" levels, providing a comfortable and safe workstation.
- 13.02 The Employer agrees that there will be no subcontracting of office work to service agencies, companies or individuals who are not members of UFCW Local **1189**, or are members of another union covered under a collective bargaining agreement excluding the EWU.

ARTICLE 14
GRIEVANCE/ARBITRATION

- 14.01 All disputes, controversies or differences of opinion as to the interpretation and application of the terms of this Agreement shall first be taken up by the employee(s) and the immediate supervisor on an informal basis to attempt to resolve the matter. The employee may have a steward present if **they** so desire for any meeting scheduled under this Article.
- 14.02 If the matter is not satisfactorily resolved, the employee shall file a written grievance with the Employer within ten (10) working days of occurrence which gave rise to the grievance or within ten (10) working days of the date that the employee, through the use of reasonable diligence, should have had knowledge of such occurrence.
- 14.03 If the matter is not resolved within three (3) working days of the filing of the written grievance, it shall be considered by the Employer and the Business Representative of the Union. If they cannot resolve the matter within three (3) working days, either party may require arbitration of the issue by giving written notice to the other within three (3) additional working days.
- 14.04 The parties shall attempt to mutually agree on a neutral arbitrator. If this is not possible, the party requesting arbitration shall request from the Federal Mediation and Conciliation Service, a list of five candidates for arbitrator. From this list, the parties shall each alternately strike one name until only one name remains. This remaining person shall be named the arbitrator. The arbitrator shall be picked within a reasonable length of time (e.g. ten (10) working days) after receiving the list. The date selected for the arbitration shall not be more than three (3) months from the time the arbitrator is chosen.
- 14.05 The arbitrator shall issue the decision in writing and the decision in writing shall be binding on the Employer, the Union and the employee(s) involved. The arbitrator's decision shall be based on the evidence and testimony presented.

- 14.06 Hearsay shall not be allowed as evidence.
- 14.07 The arbitrator shall not add to, ignore, or modify any of the terms or conditions of this Agreement.
- 14.08 The arbitrator's fee shall be shared equally by the Employer and the Union. Should a transcript of the hearing be requested by either party, the cost of the transcript and its preparation shall be paid by the requesting party.
- 14.09 Any time limits in this Article may be waived or extended by mutual agreement between the parties.

ARTICLE 15

TEMPORARY EMPLOYEES

DEFINITION: An employee may be hired temporarily for extra emergency work for a period not exceeding one (1) month, or, to fill a full-time position of a regular employee for one (1) month who is on vacation or leave of absence. Said one (1) month may be extended upon mutual agreement by the Employer and the Union. The Union shall be notified of such employment.

- 15.01 Temporary employees shall work within the regular scheduled workday and work week, Monday through Friday.
- 15.02 No temporary employee shall accrue seniority on the job.
- 15.03 A temporary employee hired to replace a regular full-time employee shall be paid for any of the holidays recognized in this Agreement that occur during the work week, Monday through Friday. Any temporary employee required to work on any holiday, Saturday or Sunday, or in excess of seven and one-half (7½) hours per day, or thirty-seven and one-half (37½) hours per week, shall be paid the applicable overtime rates as provided in Article 3 and Article 4 of this Agreement. It is understood that a Temporary Employee who is required to work prior to or after the regular employee standard work day be paid at the rate of time and one-half (1½).
- 15.04 Temporary Employees shall receive not less than the minimum rate of pay, shown in Article 18, of the respective classification in which they work.
- 15.05 With the exceptions of this Article, no other provisions of this Agreement shall apply to Temporary Employees.

ARTICLE 16
PERMANENT PART-TIME EMPLOYEES

DEFINITION: An employee hired on a permanent basis to work a designated number of hours per day per week, but less than the full-time work schedule of thirty- seven and one-half (37½) hours per week, as agreed to by the Employer and employee, shall be considered Permanent Part-time Employee. It is understood that no more than one (1) Permanent Part-time Employee may be employed at one time except by mutual agreement between the Employer and the Union.

- 16.01 Permanent Part-time Employees shall be considered on a probationary basis for a period of seventy-five (75) days from their hire date. During the term of the probationary period such employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during this period of seventy-five (75) days without any recourse whatsoever. After the completion of the seventy-five (75) day probationary period, seniority shall be effective as of the original date of employment. Such probationary period may be extended up to an additional thirty (30) days upon written request.
- 16.02 Permanent Part-time Employees who have been employed for a period of one (1) year shall receive seven (7) hours vacation with pay for each one hundred eighty-two (182) hours actually worked since their hiring date, and shall continue to receive seven (7) hours vacation with pay for each one hundred eighty-two (182) hours actually worked thereafter. After five (5) years, employee shall receive seven (7) hours of vacation with pay for each one hundred twenty-one (121) hours worked. After ten (10) years, employee shall receive seven (7) hours of vacation with pay for each ninety-one (91) hours worked. After fifteen (15) years, employee shall receive seven (7) hours of vacation with pay for each eighty-three (83) hours worked. After twenty (20) years, employee shall receive seven (7) hours vacation with pay for each seventy-three (73) hours worked.
- 16.03 Permanent Part-time Employees shall receive sick leave with pay on the basis of seven (7) hours for each one hundred fifty-two (152) hours actually worked, starting with their hiring date.
- 16.04 Holiday pay for Permanent Part-time Employees shall be prorated on the basis of the average hours worked per week by the part-time employee.
- 16.05 Permanent Part-time Employees shall be hired in the wage classifications listed in Article 18 and shall be paid not less than the minimum rate of such classification. Pay increase increments spelled out in Article 18 shall be accredited for each nine hundred ten (910) paid hours, commencing with the hiring date, until the employee reaches range maximum.
- 16.06 Any part-time employee required to work on any holiday, Saturday or Sunday, or in excess of seven and one-half (7½) hours per day, or thirty-seven and one-half (37½) hours per week shall be paid the applicable over-time rates as provided in Article 3 and Article 4 of this Agreement. It is understood that a part-time employee

required to work prior to or after the regular employee standard work day shall be paid at the rate of time and one-half (1½).

16.07 Any part-time employee shall work within the regular work day and work week, Monday through Friday.

16.08 All paid time shall be considered time worked, not to exceed the normal work week.

ARTICLE 17

GENERAL PROVISIONS

17.01 The Employer agrees not to enter into any Agreement or Contract with **their** employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

17.02 It is agreed that the Employer shall accord the Union all the courtesies and bargaining rights which it expects from Employers with who it has contractual relations.

17.03 If the Employer requires employees to be bonded, premium on the bond shall be paid by the Employer.

17.04 All references in this Agreement to days shall mean calendar days unless specified otherwise.

17.05 Union office employees shall not take part in or be required to campaign on behalf of any officer or aspirant in the Local Union election.

17.06 The Employer shall provide Liability Automobile Insurance in the event an employee is required to use an automobile for the purpose of Union business. The employee is responsible for normal automobile insurance coverage. Said employee shall be properly reimbursed for automobile usage expense when the use is requested by the Employer.

17.07 The Employer will provide an office cell phone to be used and kept in the office, at no expense to the Employee(s).

**ARTICLE 18
WAGE SCALE**

<u>Office Manager</u>	Effective 07/01/23	Effective 07/01/24	Effective 07/01/25	Effective 07/01/26
Start	\$ 33.39	\$ 34.39	\$ 35.34	\$36.22
6 Months	\$ 34.50	\$ 35.54	\$ 36.52	\$37.42
1 Year	\$ 37.47	\$ 38.59	\$ 39.65	\$40.64
<u>Assistant Office Manager</u>	Effective 07/01/23	Effective 07/01/24	Effective 07/01/25	Effective 07/01/26
	\$ 22.57	\$ 23.25	\$ 23.89	\$24.49
<u>General Office</u>	Effective 07/01/23	Effective 07/01/24	Effective 07/01/25	Effective 07/01/26
Start	\$ 16.24	\$ 16.73	\$ 17.19	\$17.62
6 Months	\$ 17.33	\$ 17.85	\$ 18.34	\$18.80
1 Year	\$ 18.28	\$ 18.83	\$ 19.35	\$19.83

**ARTICLE 19
DURATION**

19.01 The period of this Agreement shall be from July 1st, 2023, through June 30th, 2027, and shall automatically renew each year thereafter, unless **ninety (90)** days prior to the thirtieth day of June, 2027, 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.

IN WITNESS WHEREOF,
we have set our hands and seals this 5 day of July, 2023.

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
UNION, LOCAL #242
DULUTH, MN**

BY Donald Smith
Donald Smith, Business Manager

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL #1189,
DULUTH, MN**

Stacy Spexet
Stacy Spexet, Union Representative

APPENDIX "A"

HEALTH AND WELFARE

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, established by the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

HEALTH AND WELFARE CONTRIBUTION RATES

Rates of contribution shall be established by the Union and the Area Retail Grocers Alliance (ARGA). The Employer agrees to payments established by such Fund. The employer agrees to increase **their** payments to equal such increased amounts effective on the same date as provided in such Agreement.

The Employer agrees to pay the full single contribution rate for each employee working an average of thirty (30) hours per week or more. Effective with the signing of this agreement the Employer agrees to pay 75% of the contribution for the established full time rate (not the buy-up rate) upon the employees request for family coverage and provided they meet the eligibility rules of the plan. The Employer agrees to pay the full single contribution rate for each regular part-time employee working an average of twenty (20) hours per week or more. Employees must be 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 day of the month following their date of employment, providing the employee has worked the required average number of hours as stated above for full and part-time employees.
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, providing the employee has worked one or more weeks at their required minimum number of hours prior to the first of said month.

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 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 the maximum period allowed under the rules established by the Trustees.

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

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 attorneys' fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in **their** 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 employee or employees' estates which would otherwise be due such employee 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 **their** 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 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 **their** or its obligation to make required payments to the Trust Fund.

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 judgement 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 as directed by action of the Board of Trustees of this Fund.

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.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS UNION,
LOCAL #242
DULUTH, MN**

BY


Donald Smith, *Business Manager*

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL #1189
DULUTH, MN**


Stacy Spexet, Union Representative

Dated this 5 day of July, 2023.

NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD HEALTH AND WELFARE FUND

PARTICIPATION AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of July, 2023, by and between the Employer and the United Food and Commercial Workers Union, Local 1189, by their duly authorized representatives.

W I T N E S S E T H

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 promises 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 of 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 the 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. The Employer 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 made a part hereof by reference, the effective date of participation in the Health and Welfare Fund is **July 1, 2023**. The previous Participation Agreement was dated **June 30, 2020**.

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 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.

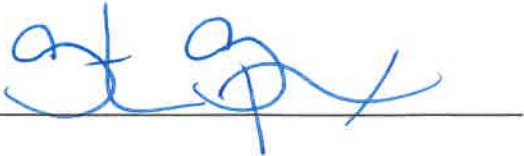
International Brotherhood of
Electrical Workers Union,
Local #242

By: _____



United Food and Commercial Workers Union,
Local #1189

By: _____



NORTHERN MINNEOSTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND

PARTICIPATION AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of July, 2023, by and between the employer and the UNITED FOOD & COMMERCIAL WORKERS LOCAL UNION NO. 1189 by their 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 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 and 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 AREA 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 made a part hereof by reference, the effective date of participation in the Pension Fund is **July 1, 2023**.
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.

**International Brotherhood of
Electrical Workers Union,
Local #242**

By: _____



**United Food & Commercial Workers Union,
Local #1189**

By: _____

