

# Zup's Silver Bay

**Meat Contract**

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**Effective**  
**06/08/2024 – 06/08/2027**

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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: 218-724-5178

Website: [www.ufcw1189.org](http://www.ufcw1189.org)

## **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.**

# Zup's Silver Bay Meat Contract

June 8<sup>th</sup>, 2024 - June 8<sup>th</sup>, 2027

		Page
Article 1	Union Shop	4
Article 2	Hours & Overtime	5
Article 3	Miscellaneous Provisions	6
Article 4	First Aid, Laundry & Tools	9
Article 5	No Strike, No Lockout	9
Article 6	Apprenticeship	10
Article 7	Job Description	10
Article 8	Vacations	11
Article 9	Holidays	13
Article 10	Seniority	15
Article 11	Definition Full-time & Part-time	15
Article 12	Agreement Violations	16
Article 13	Union Market Cards	16
Article 14	Arbitration	16
Article 15	Dismissal	18
Article 16	Health and Welfare and Pension	18
Article 17	Leaves of Absence	22
	Jury Duty - Accident	
	Funeral Leave - Maternity	
Article 18	Separability	24
Article 19	Collective Bargaining	24
Article 20	Part-Time Promotion to Full-Time	24
Article 21	Union Orientation	25
Article 22	Duration	25
Appendix A	Wage Rates	26
	Addendum to Collective Bargaining Agreement	28
	<b>LOU – ESST</b>	<b>35</b>

THIS AGREEMENT is entered into and is effective on the 8<sup>th</sup> day of **June 2024**, between ZUP'S SILVER BAY, hereinafter referred to as the Employer, and UFCW Local #1189, chartered by the United Food and Commercial Workers Union, AFL-CIO, and hereinafter referred to as the Union.

## **ARTICLE 1 - UNION SHOP**

The Union shall be the sole collective bargaining agent for all employees working in the classifications covered by this Agreement for the purpose of collective bargaining with the Employer. There shall be no discrimination against any employee for Union activity. This Agreement shall be binding on the parties' signatory hereto, their successors and assigns.

1.2 All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms, and the service and/or self-service display cases where fresh, smoked, cooked, and frozen meats, poultry, fish, or seafoods are offered for retail sale. The industry practice of pricing meat products shall be performed by members of the bargaining unit.

1.3 Meat department employees will handle meat products and there is no limitation on meat products, which can be sold by the Employer. All current and new prepackaged meat and related products to include fresh, frozen, and precooked products will be ordered, stocked, and maintained by members of the Local 1189 bargaining unit.

1.4 If the Employer opens a Central Meat Plant outside the geographical jurisdiction of Local 1189 and desires to supply stores under this contract from such plant the provisions of this contract shall be applicable.

1.5 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, 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 31<sup>st</sup> day following the beginning of such employment become and remain members in good standing in the Union.

The Employer agrees to advise all non-union help, both part-time and full-time to report to the Union office or store steward within the thirty-one (31) day grace period in order to establish a record of starting and for membership data such as name, address, date of birth, etc.

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

## ARTICLE 2 - HOURS AND OVERTIME

2.1 Forty (40) hours to be worked in any five (5) days Monday through Saturday shall constitute a regular work week. The daily hours to be worked shall be set upon a regular schedule. Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours per day, after forty (40) hours per week, or on the sixth day. Time and one-half (1½) shall also be paid for all hours worked by full-time employees before 5 a.m. or after 10 p.m. All part-time employees doing night work shall receive a \$.35 per hour premium over and above the regular hourly rate. The night premium of \$.35 per hour will be paid to all part-time employees working between the hours of 10:00 p.m. and 8:00 a.m., provided such employees are scheduled to start work prior to 5:00 a.m. The night premium of \$.35 per hour also will be paid to any part-time employee who has the majority of his/her scheduled work hours between 10:00 p.m. and 6:00 a.m. Employees shall be required to work before 5 a.m. and after 9 p.m. when so scheduled. No regular full-time employee shall be required to work more than two evening per week. Work schedules for full-time and part-time employees shall be made up for any two (2) 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. Four ten hour shifts, with time and one-half after ten hours, may be scheduled on an individual store basis by mutual agreement of the employer and the union. Sunday overtime pay of one dollar (\$1.00) per hour for Full-time employees and for part-time employees.

2.2 All time worked shall be consecutive, except that one hour shall be allowed for each meal period if the employee works more than four (4) hours, lunch to be scheduled as near as possible to mid-shift. If requested by the employee, a meal period of ½ hour shall not be denied unless, in the opinion of the Employer, a business justification exists for such denial. No employee shall be scheduled to work in excess of five (5) hours without a meal period. Regular full-time employees may be scheduled to start work at anytime after 12:00 noon provided they are scheduled to work 8 hours.

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 minutes, the Employer is not required to pay for the supper period.

2.3 When scheduled or called to work, an employee, if available, shall receive a minimum of four (4) hours of work or pay except in cases of emergency when call in shall be two (2) hours for all employees.

Work schedules for all regular employees, whether part-time or full-time, shall be posted for the following week no later than Friday at 2:00 p.m., the preceding week. When posting the schedule the Employer shall show the employee's first and last names on the schedule in ink.

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.

2.4 There shall be no pyramiding or duplicating of daily, weekly and/or before 5 a.m. or after 9 p.m. overtime or premium pay.

2.5 If an employee is required to work in more than one store during his/her regular eight-hour shift, he/she shall be paid his/her regular straight time rate of pay for time spent in transit, one way.

2.6 Work to be distributed as equally as possible between employees in all areas within the classification.

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

2.8 Store operating hours shall be set by each employer on Sunday through Saturday inclusive.

2.9 All full-time employees shall be entitled to rest a period of fifteen (15) minutes in the forenoon and afternoon of each day, for which they shall be compensated at their regular rate of pay. Part-time employees working more than a four (4) hours consecutive shift shall be entitled to a rest period of fifteen (15) minutes. Employees may be required to punch in and punch out.

2.10 No employee will be forced to work more than two consecutive Sundays. Volunteers will continue to be sought and scheduled by seniority. If insufficient volunteers are received, junior qualified employees will be scheduled.

2.11 Previous comparable experience shall be considered for the purposes of 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.

### **ARTICLE 3 - MISCELLANEOUS PROVISIONS**

3.1 The deduction of the Union dues shall be made on a weekly basis and 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.)

3.2 The payroll records of the Employer will be open to inspection by the proper officials of the Union at reasonable times to enable the Union to determine whether the provisions of this Agreement are being complied with. The payroll records will be available for a maximum period of five (5) years. The Employer shall furnish the Union with copies of requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each employee.

3.3 The Employer shall have the right to adjust wages of his/her employees without Union interference provided such adjustments are made over the contract wage/rate range, and provided further that such adjustments are made within the contract period.

3.4 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 or the Union.

3.5 Minimum Part-Time schedule:

15 hours, unless employee requests less

18 hours, after two years of employment, unless employee requests less

3.6 In the event there is an opening in the Meat Department, the Employer agrees to consider the Union as a source of replacement employees or as a source of securing qualified new employees.

3.7 No employee shall make a written or verbal agreement that will conflict with this Agreement.

3.8 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 purposes 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.

3.9 All employees working under this Agreement shall be paid on a weekly basis, and it is further agreed that employees shall be paid in full for all time spent in the service of the Employer.

3.10 Any employee entering the armed forces of the United States shall receive vacation pay which has accrued to him/her as a result of the terms of this Agreement.

3.11 Only employees in the Meat Department shall be allowed to handle meat and meat products ordinarily sold in the Meat Department.

3.12 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.

3.13 If the Head Meat Cutter is absent for any reason for one (1) week or more, the person designated to take his/her place will be paid the Head Meat Cutter contract rate of pay for each full week of absence.

3.14 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.

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

3.16 When it becomes necessary for the Employer to work a full-time employee in more than one store to provide an employee with a full work week, the junior qualified employee shall be required to accept such an assignment if a senior employee exercises his/her option to reject the assignment. Provided, the junior employee is qualified in the opinion of the Employer to do the required work.

3.17 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will the employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his/her race, color, religion, sex, or national origin, age or physical handicap.

3.18 Labor Management Committee: There shall be established a Labor Management Committee, which shall consist of three representatives of the employers, one of whom shall be a representative of the Arrowhead Retail Grocers Alliance with an equal number of representatives from the Union. This Committee will meet at least quarterly to resolve any grievances or problems relative to the application and interpretation of the contract that have a broad, general basis, or overtone. The Committee shall not be involved with, nor have authority, nor be responsible for the settlement or processing of individual grievances or problems.

3.19 Ballot Club Check-off. 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.



3.20 The Employer shall have the right during grand openings, grand re-openings, and resets, to have outside vendors work in the meat department in aid to the grand opening, grand reopening, and reset except they cannot price, weigh, tray, cut or wrap meat products.

3.21 Employees shall not have cell phones in the store during their working hours. Cell phones may be used when on break but returned to the Employee's vehicle when their break is over.

**3.22 Inclement Weather**

**An employee shall not be disciplined for an unforeseen absence that occurs when a "No Travel Advisory" has been issued by the Department of Transportation. Employees may use Vacation, Personal Holiday, or ESST to cover the absence. If an employee does not have enough paid time off in their bank to cover time off due to inclement weather, the member shall not be disciplined.**

**ARTICLE 4 - FIRST AID, LAUNDRY AND TOOLS**

4.1 Employer shall provide and maintain a first aid kit in each meat department. Such kit shall at all times contain sufficient first aid supplies, including by way of example, bandages, disinfectant, tourniquet, and other such items necessary to deliver first aid for common injuries sustained in meat cutting operations.

4.2 If required to be worn, smocks, aprons, jackets and caps shall be furnished and laundered by the Employer.

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

**ARTICLE 5 - NO STRIKE NO LOCKOUT**

5.1 The Employers agree that they will not engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, or 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 or any and all employees participating therein.

5.2 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 of discharge of disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refused to go through or work behind any primary legal picket line, including the primary legal picket line of Unions party to this Agreement, and including primary legal lines at the Employer's places of business.

## **ARTICLE 6 - APPRENTICESHIP**

6.1 Apprentices shall be allowed in the markets on the following basis: One (1) apprentice to a shop employing three (3) journeymen or fraction thereof, and thereafter one (1) apprentice to three (3) additional journeymen.

6.2 When an apprenticeship opening occurs, a notice will be posted in the store, informing all employees of the opening and encouraging employees to apply. The opening will be filled on a non-discriminatory basis.

Any person selected to fill an apprenticeship opening will be given adequate on-the-job training up to sixty (60) days to determine his or her ability to perform as an apprentice in such a manner as to be able to meet journeyman requirements upon the completion of the apprenticeship program. This time period may be extended for an additional 30 days by the mutual agreement of the employer and the Union.

Any employee successfully completing the apprenticeship program will have seniority established in the journeyman classification as of the date of entry into the apprentice classification, and will hold seniority rights for purposes of layoff, recall, and reduction of hours in accordance with the terms of the collective bargaining agreement.

The Employer and the Union agree to comply with the Minnesota Human Rights Act, Minn. Statutes Chapter 363.

## **ARTICLE 7 - JOB DESCRIPTION**

### Head Meat Cutter

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

### Journeyman

A journeyman is a skilled Meat Cutter who has either served his/her apprenticeship in accordance with the period of time set forth in this Agreement or who has qualified as a skilled Meat Cutter. A journeyman should be qualified to do the following: The receiving, handling, cutting, selling, processing, wrapping, pricing and displaying of meat, poultry, sausage or fish, fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

### Apprentice

An apprentice is a person learning all details and developing manual skill for performing, after a stated number of years training, the duties of a journeyman Meat Cutter.

### Meat Helpers/Part-Time Meat Handler

It is agreed that meat helpers and part-time meat handlers shall only be permitted to mark, weigh, wrap, package, price, label, stock and display merchandise for sale; clean equipment and meat processing area; sell meat and cheese; slice prepared luncheon meats and cheeses; and cut prepared luncheon meats and cheeses.

### Non-Food Worker

A "Non-Food Worker" is a meat department employee whose duties are limited to cleaning equipment and the meat processing and display areas. These employees shall receive no benefits under any provisions of this agreement including, by way of example and not limitation, health and welfare coverage, pension contributions, or holiday pay. Employees employed on April 15, 1988 shall not lose current hours of work as the result of employer hiring in accordance with this provision. Hours of Part-Time Non-Food Workers are not subject to the "bumping" provisions of this Agreement.

The implementation of this provision shall not be construed to alter current weekly and monthly scheduling practices of employer.

## **ARTICLE 8 - VACATIONS**

8.1 Employees who on any date of any year who have been employed by the Employer for a period of one (1) year or more shall receive one (1) weeks' vacation with pay during such year. Employees who during said period in any year have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay during such year. Employees with seven (7) years' service with an Employer shall receive three (3) weeks' vacation with pay during such year. Employees with twenty (20) years' service with an Employer shall receive four (4) weeks' vacation with pay during such year. Employees with twenty-five (25) years of service shall receive five (5) weeks' vacation with pay during such year. Vacations shall be taken between the months of May 1<sup>st</sup> and October 1<sup>st</sup> of each year unless otherwise agreed between the Employer and the employee involved. 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 8.6 of this Agreement.

8.2 A full-time employee who at the date selected for his/her 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) weeks' vacation and vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.

8.3 Full-time and part-time 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 last anniversary date of employment, pro-rated. Part-time Non-food Workers will be eligible for pro-rata vacation on hours worked as follows: one week after one year; two weeks after two years.

Part-time meat handling employees working under thirty (30) hours per week shall be entitled to vacation of one (1) week with pay after the first year, two (2) weeks after the second year, three (3) weeks after the seventh year, and four (4) weeks after the twentieth (20<sup>th</sup>) year, with their pay to be based on the average number of hours worked on a weekly basis during the year. During the year means the fifty-two (52) weeks immediately preceding the employee's anniversary date.

8.4 Full-time employees taking their vacation in holiday weeks shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.5 Vacation pay for full-time employees shall be at the employee's straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the employee is entitled, inclusive of overtime, time worked on Sunday, and time while on jury duty or training duty with an employee's national guard or reserve unit.

8.6 Vacation shall, as far as possible, be granted for the period preferred by the employee but should the vacation time requested by the employee interfere with the operation of the business, the Employer and 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 notifies the Employer of his/her 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 (weeks or day). Employees may request the Saturday prior to vacation as a day off. The Employer shall grant such request unless there is justifiable reason to deny it. Each employee will be notified as to his or her vacation period, as far in advance as practicable. The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations may be carried over up to two weeks per year or the Employee shall have the option of being paid out for up to ten (10) days' vacation per year. 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. In each store, the following may be on vacation at any one time: a minimum of one full-time grocery employee; one part-time grocery employee; one meat department employee. In no instance may more than one department head (other than one grocery department head and one meat department head) be on vacation at the same time.

8.7 As to all full-time employees, after sixty (60) days absence, vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary), provided the employee has worked six (6) months or more since his/her last anniversary date and has a minimum of one (1) year seniority.

8.8 Part-time employees who move into a full-time position shall receive credit on their vacation schedule for time spent as a part-time employee. Example: A part-time employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the employer. That employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

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

#### ARTICLE 9 - HOLIDAYS

9.1 For purposes of this contract, the following days are holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall not work on Christmas Day and after 4:00 p.m. Christmas Eve. The time off shall be determined by mutual agreement between employer and the employees affected. Effective April 21<sup>st</sup>, 2005, newly hired employees shall be entitled to Holiday pay after the employee has completed one (1) year of service. Effective April 21<sup>st</sup>, 2005, newly hired 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 hired prior to April 21<sup>st</sup>, 2005, shall be entitled to the following: In addition to these holidays, one additional day off with pay shall be granted to individual employees by mutual agreement between the employee and Employer so that employees on an individual basis will have a three-day weekend counting their regular day off. Part-time meat handling employees shall be entitled to receive a personal holiday after 520 hours of employment. Employees shall also be granted an additional holiday with pay to be taken on the employee's birthday, or a later date as mutually agreed by the employee and the employer. New employees after completing one (1) year of employment shall receive the birthday holiday and personal holiday provided they meet the other requirements.

In the event any of the above-mentioned holidays fall on Sunday, the employee will be allowed to take another day of vacation.

Employees can volunteer to work on holidays and such opportunities will be rotated among those volunteering in each seniority category as equitably as possible, consistent with efficient operation of the store.

If there are insufficient volunteers in a seniority category, the Employer may schedule employees to work holidays but any such scheduling shall be rotated among employees in each category so that working holidays is distributed as equitably as possible on all

employees consistent with efficient operation of the store. In no event will an employee be required to work on two successive holidays.

9.2 It is agreed that no employee shall work after 4:00 p.m. on 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. All part-time meat handling employees normally scheduled to work after 2:00 p.m. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay.

9.3 During the week in which Christmas Eve and Christmas Day occurs the basic work week shall be twenty-nine (29) hours. When Christmas Eve falls on Saturday, the preceding basic work week will be thirty-seven (37) hours, and the following basic work week will be thirty-two (32) hours. All time worked in excess of that adjusted basic work week hours for Christmas Eve and Christmas Day shall be paid for at one and one-half (1½) times the employee's regular rate of pay. When Christmas Eve falls on Sunday (the first day of the payroll period) the prior basic workweek is 40 hours. The week in which Christmas Eve and Christmas Day falls, is a 29-hour workweek. Time and a half will be paid for all hours worked by full-time employees from Monday through Saturday in excess of the 29 hours for that week. (Full-time employees will receive 40 hours of pay for 29 hours work). Part-time employees normally scheduled to work after 2:00 p.m. on Sundays will receive 3 hours of Christmas Eve pay. Holiday pay will be 8 hours for full-time employees and prorated up to 8 hours for part-time employees who normally work Mondays.

9.4 Regularly scheduled part-time employees working in any holiday week who have worked one (1) year for the Employer, and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours they were scheduled to work on that day, not to exceed eight (8) hours of straight time 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. 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.

9.6 Full-time employees working holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a mutually agreed floating holiday.

9.7 All employees who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Easter Sunday shall be paid at time and one-half their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits which may accrue under this agreement.

## **ARTICLE 10 - SENIORITY**

10.1 Seniority shall be defined as the length of continuous service with an Employer while working under the jurisdiction of this Agreement. Seniority shall prevail in regard to laying off and rehiring, providing the employee is qualified to do the work available.

The seniority of an apprentice, even though he/she has been employed first, shall not prevail over the seniority of a journeyman at any time. There shall be a separate seniority list for all full and part-time classifications.

10.2 New employees, or employees whose seniority has been terminated in accordance with this Agreement shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire. This probationary period may be extended upon the Employer's request by mutual agreement between the Employer and the Union. Seniority shall be separate as between two groups: Journeymen and Apprentices shall constitute one group; Meat Helpers shall constitute the second group. No employee shall lose seniority because of sickness, accident or for any reason beyond the control of the employee. Seniority shall apply separately to the stores located in each of the individual towns covered by this Agreement. Part-time meat department employees will be given preference in filling available full-time positions, provided the employee is qualified in the opinion of the employer to do the work. Part-time employees will not accrue seniority over a full-time employee, but will have seniority as far as other part-time employees are concerned for the purpose of layoff and rehire only in each individual store. Employees moved from part-time to full-time or hired during the summer waiver period shall not be able to exercise seniority against regular full-time or part-time employees at the end of the summer waiver period. Seniority will not apply to the scheduling of hours of work of part-time employees. No part-time employee shall have his/her hours cut in an effort to discriminate against said part-time employee.

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

1. 1. Quits;
2. 2. Is discharged for cause;
3. 3. Fails to return to employment after layoff and reasonable notice of recall;
4. 4. Is absent for any reason, except for military service, for a period of one (1) year or more;
5. 5. After six (6) months as a supervisory employee.

10.4 The Union at all times shall endeavor to furnish reliable competent help at the Employer's request, and shall do everything possible to further the good will and the interest of the employers.

## **ARTICLE 11 - DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES**

11.1 Full-time employees shall be any employee who works forty (40) hours or more per week for four (4) consecutive weeks. Part-time employees shall be any employee who works less than thirty nine (39) hours per week for four (4) consecutive weeks. It is specifically understood and agreed that those employees who are presently working and

continue to work between 28 and 30 hours per week, and who are being paid the applicable full-time rate and receiving other applicable fringe benefits as per the previous contract, will continue to receive full-time wages, benefits and will continue to progress as under the previous contract. Employees previously grandfathered under the prior contract, who were working between 20 and 24 hours and 24 and 28 hours per week, will continue to be grandfathered under the above language.

11.2 A. Any employee moved from part-time to full-time during the summer months, shall receive the beginning full-time rate or their existing rate, whichever is higher and no other full-time benefits. Current employees that are qualified for health insurance prior to May 1<sup>st</sup> will continue to be eligible for health insurance. Current employees that are not qualified for health insurance prior to May 1<sup>st</sup> will not be eligible for health insurance during this time. However, at the end of the summer when his/her hours are reduced, his/her wages shall be readjusted back to that rate being paid at the time of his/her temporary advancement to summer waiver status. Such employee shall, however, receive credit for the purpose of wage progression for all hours worked from the date of hire, including "summer time" hours.

- B. The summer waiver period shall extend from May 1 to September 30.
- C. Promotion of part-time employees to temporary summer waiver status shall be offered based on seniority.
- D. The Employer shall notify the Union, in writing, of any employee placed on summer waiver.
- E. There shall be no reduction in hours of work available to other employees in the Meat Department as a result of temporary promotion to full-time of a part-time employee.

#### **ARTICLE 12 - AGREEMENT VIOLATIONS**

All claims for back pay or loss of wages arising out of this Agreement on account of any violations of the terms hereof must be made in writing within sixty (60) days from the pay day following the accrual of the claim, and if not made within such period, the claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a ninety (90) day period prior to the filing of the grievance.

#### **ARTICLE 13 - UNION MARKET CARDS**

The Union Shop Card is loaned to the Employers who sign and abide by this Agreement and is to be displayed in a conspicuous place in the market.

#### **ARTICLE 14 - ARBITRATION**

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 department head.
- 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) 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.

14.2 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.

14.3 The expense of the arbitrator, transcription, and hearing room shall be split between the parties.

14.4 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.

14.5 Except in cases of termination, all disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 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 15.1, 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.

14.6 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 - DISMISSAL**

15.1 The Employer shall be entitled to one (1) weeks' 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.

15.2 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 from the Employer to the employee affected and the Union.

15.3 The Employer shall not discharge nor suspend any employee without just cause. In respect to discharge, the Employer shall give at least two (2) warning notices 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 discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he 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 16 - HEALTH AND WELFARE AND PENSION**

16.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the

execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

#### 16.2. FULL-TIME & PART TIME HEALTH & WELFARE CONTRIBUTION RATES:

A. Effective June 3rd, 2018, the Employer agrees to pay ninety percent (90%) per month of the cost of Plan A of Health & Welfare for Family and Single coverage. Effective June 3rd, 2018, the Employee agrees to pay ten percent (10%) of the cost of Plan A as determined by the Board of Trustees.

B. Full-time Employees who do not need Family Coverage may elect to receive Single Coverage. If a Full-Time Employee who has elected to have Single Coverage wishes to switch to family coverage, assuming there is a qualifying event, they may do so with a written request to the Employer. The Employer will agree to provide Family Coverage to Full-Time Employees when a written request for Family Coverage is received. A copy of the Employee's request to opt out of family coverage and into single coverage shall be kept in the Employee's file and sent to both Union and Wilson McShane with the monthly billing.

Employer agrees to maintain the schedule of benefits established by the Trustees.

16.3. Effective July 1, 2015, all current employees who are eligible for health care coverage will be grandfathered in at current hours to maintain health coverage eligibility. Effective July 1, 2015, Employees hired on or after July 1, 2015, the Employer will pay the single contribution rate on behalf of Employees who work thirty (30) or more hours per week to be eligible for health insurance as per the ACA.

16.4 The Employer agrees to pay the full-time contribution rate for each employee working an average of over forty (40) hours per week or more, and who is on the payroll on the first day of any month, in accordance with the following rules: (1) Full-Time Employees shall receive benefits the first of the month following thirty (30) days of Employment. (2) Payment to the Fund on behalf of the employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination.

The Employer agrees to make Health Fund contributions at the Single contribution rate on behalf of each Part-time Employee on the 1st of the month following sixty days of active employment. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work, provided the employee has worked one or more weeks in excess of thirty (30) hours or more per week average prior to the

first of said month.

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

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

16.7

A. Effective September 1<sup>st</sup>, 2011, Pension payments of two hundred fifty-three dollars and eighty cents (\$253.80) per month shall be paid by the Employer, for each full-time employee on the seniority list as of April 17, 1995, to the United Food and Commercial Workers International Union-Industry Pension Fund, P. O. Box 19122A, Newark, NJ, 07195.

Effective September 1<sup>st</sup>, 2011, the Employer agrees to pay ninety-seven cents (\$0.97) per hour for Part-time employees.

Pension contributions for all new employees hired after August 15, 1995 shall be made to the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. For new employees hired by an employer after August 15, 1995, who previously had contributions made on their behalf to the Chicago Fund as spelled out in 16.6A, will continue to have contributions made on their behalf to Chicago, provided there is no break in service. If full-time employees are reduced to part-time employees during the year, and contributions were made to the Chicago Fund as a full-time employee, contributions will continue to be made to the Chicago Fund at the rate of \$0.83 cents per hour; if permitted by the Fund.

Holidays and vacation for which the Employer makes payment to the employee shall be counted as time worked for purposes of determining the 30-hour limitation. It is understood that the Trust and the benefits to be provided from the Pension Trust Fund shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.

B. Effective the date of this Agreement, the Employer agrees to contribute the following rates to the Northern Minnesota Wisconsin Area Retail Clerks Pension Plan for each hour worked by each employee.

Employees hired after 5-01-05 the new rate will be sixty cents (\$.60) per hour.

Employees that are hired on or after 5-01-05, who reach five (5) years of service will receive the applicable contribution rate set forth.

Effective January 1<sup>st</sup>, 2011: One dollar twenty-five cents (\$1.25) per hour.

Effective June 5<sup>th</sup>, 2011, the Bargaining Parties have adopted into the Collective Bargaining Agreement, the Rehabilitation Plan of the Northern Minnesota Wisconsin Area Retail Clerks Pension Fund.

The Preferred Schedule will be adopted as of June 5<sup>th</sup>, 2011. The Employer will pay an additional sixteen cents (\$ 0.16) per hour into the Pension Plan.

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.

16.8 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 amount 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 attorney's 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 equal to the interest as provided by law to be charged by the IRS on delinquent 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 his/her 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 this 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 his/her or its obligation to make required payments to the Trust Fund.

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.

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

**16.10 Employees may voluntarily elect to waive coverage with proof of health insurance coverage elsewhere. A copy of the Employee's request to opt out of health insurance coverage shall be kept in the Employee's file and sent to both Union and Wilson McShane with the monthly billing.**

#### **ARTICLE 17 - JURY DUTY, ACCIDENT, LEAVE OF ABSENCE, MATERNITY & FUNERAL LEAVE**

17.1 A full-time or part-time employee, who is called to serve on jury duty, shall be paid for actual hours worked for the company. If this pay together with his jury duty pay does not equal his 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.

17.2 The Employer agrees to pay full-time and part-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the employee attends the funeral, and provided the compensable day or days off fall on the employee's normally scheduled work days. The term "immediate family" shall mean spouse, 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.

17.3 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.

17.4 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.

17.5 Disability due to pregnancy shall be treated the same as other disabilities for leave purposes.

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

17.7 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 he is elected.

17.8 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 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.

17.9 Other leaves 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.

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

17.11 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.

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

#### **ARTICLE 18 - SEPARABILITY**

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

#### **ARTICLE 19 - COLLECTIVE BARGAINING**

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 20 - PART-TIME PROMOTION TO FULL-TIME**

When an opening occurs for Full-Time Employees, Part-Time Employees shall be given the first opportunity to fill such openings provided they have the ability and are available to perform the work. All Full-Time openings shall be posted for a period of not less than one week. Interested and available Employees shall acknowledge their interest in filling the position by signing the posting. Part-Time Employees within the seniority category who have signed the posting and have qualifying abilities and are available will receive



seventy-five percent (75%) of all Full-Time job openings in the store based on seniority. If no such Part-Time Employees in the category apply who are qualified and available, the Employer is free to pick whomever it chooses to fill the vacancy.

**ARTICLE 21 – UNION ORIENTATION**


A representative of the Union will be allowed to have a fifteen (15) minute session with newly hired Employees immediately following any new hire orientation; when this is not possible, the Union representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not yet met with a Union representative.

**ARTICLE 22 - DURATION**

This Agreement shall take affect the **8th** day of **June, 2024**, and continue to the **8th** day of **June, 2027**, 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 3<sup>rd</sup> day of July, 2024.

**FOR THE EMPLOYER:**

By 

**FOR THE UNION:**

By   
**Union Representative**

**Appendix “A”  
WAGE RATES**

The Wage increases agreed to are 90 cents on 6/9/2024, 90 cents on 6/9/2025 and 90 cents on 6/9/2026. These increases are intended to be across the board inclusive of employees on scale, off scale or above scale. The following is how the scales will be adjusted beginning at ratification.

	<b>6/9/2024</b>	<b>6/9/2025</b>	<b>6/9/2026</b>
<b>Head Meat Cutter</b>	<b>\$26.38</b>	<b>\$27.28</b>	<b>\$28.18</b>
<b>Journeyman</b>	<b>\$24.68</b>	<b>\$25.58</b>	<b>\$26.48</b>
<b>Apprentice Meat Cutter</b>	<b>6/9/2024</b>	<b>6/9/2025</b>	<b>6/9/2026</b>
<b>1st 6 months</b>	<b>\$15.99</b>	<b>\$16.89</b>	<b>\$17.79</b>
<b>2nd 6 months</b>	<b>\$16.64</b>	<b>\$17.54</b>	<b>\$18.44</b>
<b>3rd 6 months</b>	<b>\$17.54</b>	<b>\$18.44</b>	<b>\$19.34</b>
<b>4th 6 months</b>	<b>\$18.43</b>	<b>\$19.33</b>	<b>\$20.23</b>
<b>5th 6 months</b>	<b>\$19.92</b>	<b>\$20.82</b>	<b>\$21.72</b>
<b>6th 6 months</b>	<b>\$18.54</b>	<b>\$19.44</b>	<b>\$20.34</b>
<b>7th 6 months</b>	<b>\$20.99</b>	<b>\$21.89</b>	<b>\$22.79</b>
<b>8th 6 months</b>	<b>\$22.60</b>	<b>\$23.50</b>	<b>\$24.40</b>
<b>Full-Time Meat Helpers</b>	<b>6/9/2024</b>	<b>6/9/2025</b>	<b>6/9/2026</b>
<b>1st 6 months</b>	<b>\$12.93</b>	<b>\$13.83</b>	<b>\$14.73</b>
<b>2nd 6 months</b>	<b>\$12.93</b>	<b>\$13.83</b>	<b>\$14.73</b>
<b>3rd 6 months</b>	<b>\$14.19</b>	<b>\$15.09</b>	<b>\$15.99</b>
<b>4th 6 months</b>	<b>\$14.41</b>	<b>\$15.31</b>	<b>\$16.21</b>
<b>5th 6 months</b>	<b>\$14.73</b>	<b>\$15.63</b>	<b>\$16.53</b>
<b>6th 6 months</b>	<b>\$15.04</b>	<b>\$15.94</b>	<b>\$16.84</b>
<b>7th 6 months</b>	<b>\$15.60</b>	<b>\$16.50</b>	<b>\$17.40</b>
<b>8th 6 months</b>	<b>\$16.10</b>	<b>\$17.00</b>	<b>\$17.90</b>
<b>9th 6 months</b>	<b>\$16.97</b>	<b>\$17.87</b>	<b>\$18.77</b>
<b>10th 6 months</b>	<b>\$18.50</b>	<b>\$19.40</b>	<b>\$20.30</b>
<b>11th 6 months</b>	<b>\$18.77</b>	<b>\$19.67</b>	<b>\$20.57</b>
<b>12th 6 months</b>	<b>\$20.95</b>	<b>\$21.85</b>	<b>\$22.75</b>

<b>Part Time Positions</b>				
	<b>6/9/2024</b>	<b>6/9/2025</b>	<b>6/9/2026</b>	<b>6/5/2023</b>
<b>Start</b>	<b>\$12.90</b>	<b>\$13.80</b>	<b>\$14.70</b>	<b>\$15.60</b>
<b>1</b>	<b>\$13.40</b>	<b>\$14.30</b>	<b>\$15.20</b>	<b>\$16.10</b>
<b>2</b>	<b>\$13.65</b>	<b>\$14.55</b>	<b>\$15.45</b>	<b>\$16.35</b>
<b>3</b>	<b>\$13.90</b>	<b>\$14.80</b>	<b>\$15.70</b>	<b>\$16.60</b>
<b>4</b>	<b>\$14.15</b>	<b>\$15.05</b>	<b>\$15.95</b>	<b>\$16.85</b>
<b>5</b>	<b>\$14.40</b>	<b>\$15.30</b>	<b>\$16.20</b>	<b>\$17.10</b>
<b>6</b>	<b>\$14.65</b>	<b>\$15.55</b>	<b>\$16.45</b>	<b>\$17.35</b>
<b>7</b>	<b>\$14.90</b>	<b>\$15.80</b>	<b>\$16.70</b>	<b>\$17.60</b>
<b>8</b>	<b>\$15.40</b>	<b>\$16.30</b>	<b>\$17.20</b>	<b>\$18.10</b>
<b>9</b>	<b>\$16.15</b>	<b>\$17.05</b>	<b>\$17.95</b>	<b>\$18.85</b>
<b>10</b>	<b>\$16.90</b>	<b>\$17.80</b>	<b>\$18.70</b>	<b>\$19.60</b>

Employees who are not at the top wage scale shall continue to receive the step up increments.

If the Federal or State Minimum Wage Laws exceed any of the negotiated Wage Rates, the Wage Rates shall be re-negotiated.

**ADDENDUM**  
**STORE CLOSING**

Exclusive of single store operations (one store only of a company or owner within geographical boundaries of this area agreement), this memorandum will be considered effective the first day of the month following the ratification of the collective bargaining agreement.

The Employer and the Union agree as follows:

1. In the event the Employer permanently discontinues operations at a store, whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.

2. A regular full-time employee having four (4) or more years of continuous full-time employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reasons of such discontinuance of operations shall be eligible for severance pay except in the following situations:

(a) The employee voluntarily terminates his/her employment or is discharged for just cause prior to the date operations are discontinued;

(b) The employee is offered employment at the same location by a successor employer or is offered employment at another location by the Employer or any other Company having this collective bargaining agreement with this Union;

(c) The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf; or

(d) The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.

3. For all purposes of this Agreement, a regular full-time employee is any employee who averaged thirty (30) or more hours during his basis work week for the fifty-two (52) week period immediately preceding his termination of employment and continuous full-time employment shall mean employment as a regular full-time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's straight time hourly rate based on his average weekly hours worked during such fifty-two (52) week period.

4. The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous full-time employment in excess of four (4) but not to exceed a maximum of six (6) week's pay. Payment of severance pay shall be subject to any federal or state withholding requirements.

5. Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid; provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by this collective bargaining agreement with this Union.

6. Upon acceptance of his/her last payment of severance pay the employee shall lose any and all seniority or recall rights under the collective bargaining agreement with the Union.

7. The Employer shall continue contributions to the Health and Welfare Plan for one month following the employee's termination of employment pursuant to Article 16 of the contract.

8. Except for unemployment compensation and vacation payments due under the collective bargaining agreement, any payment received other than payments provided pursuant to this Agreement because of the employee's termination of employment shall be deducted from any severance pay made hereunder.

9. The Employer shall give two (2) weeks' notice in advance of a discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.

10. In consideration of the benefits provided by this agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

11. The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this Agreement or under any other collective bargaining agreement with the Union.

In the event the provisions of any other collective bargaining agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

12. This Agreement shall expire one (1) year following the expiration date of the current collective bargaining agreement.

**APPENDIX "D"**  
**SUNDAY OPENING**

1. All hours worked on Sunday will be considered part of the regular work week. Sunday hours and employees needed shall be scheduled according to the needs of the business as determined by each Employer.
2. All Full-time employees working on Sundays will receive an additional one dollar (\$1.00) an hour above their normal hourly rate.
3. The minimum schedule on Sundays will be four (4) hours.
4. Sunday hours will count for Pension contributions.
5. All hours worked on Sundays shall be included when determining payment of Vacations.
6. Hours worked on Sundays shall be included in the Wage Progressions.
7. The stores will be closed on Easter Sunday.
8. There shall be no pyramiding or duplicating of Sunday pay.
9. Sunday work shall be voluntary and shall be equitably rotated among those who volunteer for Sunday work, depending upon the needs of the business as determined by the Employer. Volunteers shall indicate their availability to work Sunday at least three (3) weeks prior to the Sunday to be worked. In the event there are insufficient volunteers for Sunday work, the Employer shall have the option of scheduling meat department employees, in order of inverse seniority depending on the needs of the business as determined by the Employer. No employee, however, shall be required to work more than two consecutive Sundays.
10. Any store employing three (3) Full-time meat department employees or less may use the person in charge of the store to stock prepared fresh meat products and add items only from the meat cooler to the display cases on Sunday only.

## APPENDIX "E"

### HOLIDAY OPERATIONS

Effective April 16, 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 to be 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.
5. The person in charge of the store may stock meat products.

**Addendum to Collective Bargaining Agreement  
RE: Pension Plan**

WHEREAS, the parties have negotiated and settled a Collective Bargaining Agreement effective April 18, 1999; and

WHEREAS; UFCW Local #1189 and ZUP'S SILVER BAY have had discussions relative to Pension coverage; and

WHEREAS; the parties are in agreement with respect to certain procedures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein in the execution of the Collective Bargaining Agreement between the respective parties, they do agree as follows:

1. This agreement shall be treated as part of the Collective Bargaining Agreement and the Collective Bargaining Agreement shall be treated as a part of this agreement.
2. All terms, conditions, and provisions of the principal agreement shall apply equally to this agreement.
3. The parties agree that any employees hired in the Meat Department after April 19, 1999, shall be placed in the Northern Minnesota – Wisconsin Area Retail Clerks Pension Fund.
4. The parties agree to make contributions on a monthly basis as required by the Trustees of the Northern Minnesota – Wisconsin Area Retail Clerks Pension Fund.
5. Any employee who transfers from an operation where contributions were previously made to the Meat Cutters National Pension Program, contributions will continue to be made to that plan provided the employee has not incurred a break in service.

IN WITNESS WHEREOF, the parties have set their hands this 10 day of Dec. 18, 2011.

UFCW LOCAL #1189

By Tom Cvar  
Tom Cvar – Union Representative

ZUP'S SILVER BAY

By [Signature]



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
*ZUP's of Silver Bay* EMPLOYER  
 AND

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

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

The Plan has been classified as being in critical status as of January 1, 2019. The Trustees of the Plan have adopted a Rehabilitation Plan pursuant to the terms of the Internal Revenue Code. The Rehabilitation Plan will impose certain statutory surcharges (see page 3), unless the Employer and the Union affirmatively adopt the Rehabilitation Plan with this MOU and agree to one of the prescribed Schedules described below. The Employer and the Union must either:

- (1) adopt the Rehabilitation Plan along with one of the Schedules by executing this MOU on or before May 30, 2019, or
- (2) not adopt the Rehabilitation Plan and be subject to contribution surcharges, and also further be subject to the Default Schedule if Employer and the Union do not agree to one of the prescribed Schedules below within 180 days of the expiration of its collective bargaining agreement.

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

<b>Election - Select one of the Schedules</b>	<b>Schedule</b>	<b>Contribution Change</b>	<b>Effective Date of Contribution Changes</b>
<input type="checkbox"/>	Alternative One - Benefiting	Increase contribution rate by \$0.29 per hour	January 1, 2020
<input type="checkbox"/>	Alternative Two - Benefiting	Increase contribution rates for 3 years cumulatively by: \$0.10 per hour; \$0.12 per hour; \$0.14 per hour	January 1 of 2020, 2021 and 2022 for each successive, cumulative rate increase ✓
<input checked="" type="checkbox"/>	Alternative Three - Limited Benefiting	Increase contribution rate by \$0.20 per hour	January 1, 2020 ✓
<input type="checkbox"/>	Default Schedule* - Non-Benefiting	Increase contribution rate by \$0.20 per hour	January 1, 2020

**\*If Employer and Union sign this MOU, but do not check any of the above boxes, Employer and Union are deemed to have selected the Default Schedule.**

**EMPLOYER'S AND UNION'S RECOGNITION THAT REHABILITATION PLAN MAY BE AMENDED**

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

Dated: 5-22-17

[Insert Employer Name] Zup's of Silver Bay  
Box 158  
Silver Bay, MN 55214

[Signature]  
By: BERNARD ZUPANCIC  
Its owner/manager

Dated: 5/27/2019

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

By: [Signature]  
Its Union Rep

## Letter of Understanding

### **EARNED SICK AND SAFE TIME (ESST)**

Effective January 1, 2024, the Employer will comply with the Minnesota Earned Sick and Safe Time Act (Section 181.9446).

Employees may use their vacation for the purposes of earned sick and safe time. New hires will accrue ESST at the rate of one hour for every 30 hours worked.

The ESST hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. If an employee holds different positions or works different shifts with different rates of pay, ESST will be paid based upon the rate that the employee would have been paid for the shift or hours that were missed. Employees are not required to seek or find a replacement for their shift to use ESST. Employees may use ESST for all or part of a shift, depending on their need.

#### **Use**

Employees may use ESST for the following reasons:

1. The employee's mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
2. A family member's mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
3. Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
4. Closure of the employee's workplace due to weather or public emergency or an employee's need to care for a family member due to closure of the family member's school or place of care due to weather or public emergency;
5. The employee's inability to work or telework because the employee is:
  - a. Prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
  - b. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
6. When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

"Family member" includes:

1. Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Their spouse or registered domestic partner;
3. Their sibling, stepsibling or foster sibling;
4. Their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Their grandchild, foster grandchild or step-grandchild;
6. Their grandparent or step-grandparent;

7. A child of a sibling of the employee;
8. A sibling of the parents of the employee;
9. A child-in-law or sibling-in-law;
10. Any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

**Notice**

If an employee plans to use ESST for an appointment, preventive care or another qualifying reason they know of in advance, they should inform their supervisor by phone as far in advance as possible, but at least 7 days in advance. In situations where an employee cannot provide advance notice, the employee should follow usual call-out procedure by notifying their supervisor as soon as they know they will be unable to work; notice should be provided as soon as practicable.

**Documentation**

If an employee uses ESST for more than 3 consecutive days, the employer may request the employee to provide reasonable documentation demonstrating the use is covered by one of the qualifying reasons, such as a signed statement by a health care professional, a court record, a signed document from a victim services organization, or a written statement from the employee indicating the employee is using or used ESST for a qualifying reason.

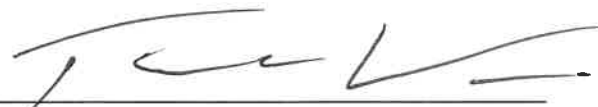
The employer will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

Dated this 3<sup>rd</sup> day of July, 2024.

**FOR THE EMPLOYER:**

By   
Employer

**FOR THE UNION:**

By   
Union Representative