

Zup's Cook & Tower

Meat & Grocery Contract

Effective

06/08/2024 – 06/08/2027



United Food and Commercial Workers Union Local 1189

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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.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Intent and Purpose	3
2. Definition.....	3
3. Management Rights.....	3
4. Union Security	4
5. Introductory Period and Rates	5
6. Employee Section and Employment Records	5
7. Hours of Labor.....	5
8. Time Cards.....	7
9. Other Employee Operating Policies	7
10. Telephone Calls and Messages	8
11. Funeral Leave	8
12. Leaves of Absence	9
13. Maternity Leave	10
14. Military Leave of Absence	10
15. Personal Leave of Absence.....	10
16. Injuries.....	11
17. Non-Discrimination	11
18. Jury Duty	12
19. Agreement Violations	12
20. Rules for Employee Conduct	12
21. Attendance	14
22. Progressive Discipline and Termination Procedures	14
23. Employee Termination.....	15
24. Grievance and Arbitration Procedure	16
25. Seniority – Layoff – Recall.....	18
26. Company Meetings.....	19
27. Employee Facilities.....	19
28. Holidays.....	19
29. Vacations.....	20
30. Laundry – Uniforms	21
31. Miscellaneous Provisions	22
32. Rate of Pay.....	22
33. Separability.....	24
34. Classifications of Employment.....	24
35. Regular Pay Procedures	25
36. Health and Welfare and Pensions	26
37. Collective Bargaining.....	29
38. No Strike, No Lockout.....	29
39. Part-Time Promotions to Full-Time	29
40. Union Orientation.....	30
41. Term of Agreement	30
Wage Scale	31

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

ARTICLE 1

Intent and Purpose

1. The Employer and the Union in recognition of the need of continuous service through cooperation, mutually agree to cooperate fully for a harmonious relationship, efficient store operation, and maximum service.
2. All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer.
3. The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.
4. In consideration of the mutual promises herein contained and for the purposes of creating an agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows: Employer recognizes the Union as the sole representative for the employees in the bargaining unit.
5. The provisions of the collective bargaining agreement shall be applied consistently, equally, and uniformly to all hourly employees covered by the agreement.

ARTICLE 2

Definitions

For the purpose of this Agreement, the term "employee" as used herein shall be understood to mean all of the employees at the Company's Cook and Tower, Minnesota operations, excluding managerial and supervisory employees as defined in the National Labor Relations Act as amended. For the purpose of this Agreement, the term "Employer" shall be understood to mean Zupancich Bros., Inc.

ARTICLE 3

Management Rights

All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include, but are not limited to, the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote, transfer, to lay off or reduce the hours of work for any reason, including lack of work, the right to discipline, suspend or discharge for just cause, and the right to establish and maintain reasonable rules and regulations covering the operation of the store.

The employer has retained the right to continue the past practices of having other parties or operations provide services and products to the store. This includes, but is not limited to, the other Zupancich stores providing services and products to the Zupancich Cook and Tower operations.

ARTICLE 4

Union Security

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. Probationary period for all new employees will be sixty (60) calendar days.
2. The Employer agrees to deduct Union dues and initiation fees and/or re-instatement fees and uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.
3. The deduction of the Union dues shall be made on a weekly basis for the ensuing month. Dues shall be forwarded to the Union office within fourteen (14) days after the date of deduction. 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 be authorized to alter or amend the functional procedures of this section only if necessary.
4. The Employer agrees, under the contract requirements of paragraphs 4.1 and 4.2 above, to have a new employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.

ARTICLE 5
Introductory Period and Rates

1. Introductory Period and Starting Rates.

A. The starting wage for new employees is lower than the regular standard job rates. The introductory period will normally be for 120 calendar days, but may be extended by the store manager on a case-by-case basis. Increases in the rate during the first 120 days may be made depending on the new employee's performance evaluation. Introductory employees are not eligible for any conditions or benefits of any nature, type, or description, including, but not limited to, scheduling matters, minimum hours vacation, holiday, or personal days, life or health insurance coverage.

B. Employees who complete their introductory period are not guaranteed employment for any specific period of time nor are they entitled to any rights of recall.

C. The introductory period shall be from May 1ST to September 30th.

D. Regular employees will not be reduced in hours from those they have normally been scheduled for during the rest of the year by using introductory employees for such reduction.

ARTICLE 6
Employee Selection and Employment Record

1. New employees are selected with care and without regard for the applicant's race, religion, age, sex, national origin, job-related handicap or disability, or other protected status. All of the employment and job-related policies of the Company are governed by our commitment to equal opportunity for everyone.
2. Promotion within the Company depends on an employee's ability and willingness to perform their job beyond company expectations.
3. Information relevant to your employment will be maintained at the store office and will include amongst other relevant information your starting date of employment, position, wages, evaluations, address, and W-4 form.

ARTICLE 7
Hours of Labor

1. All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week, Monday through Saturday, shall be compensated for at one and one-half (1½) times the regular hourly rate. In weeks wherein a holiday is celebrated during the work week, the work week shall be thirty-two (32) hours, four (4) days of eight (8) hours each.
2. All time worked shall be consecutive, except up to one (1) hour by mutual agreement shall be allowed for lunch each day without pay if the employee works more than five (5)

hours. Lunch to be scheduled as near as possible to mid-shift. No employee shall be scheduled to work in excess of five (5) hours without a meal period.

3. When scheduled or called to work, full-time and part-time employees, if available, shall receive a minimum of four (4) hours work or pay; except in case of emergency, when call in shall be two (2) hours for all employees. There shall be no pyramiding or duplicating of daily or weekly overtime or premium pay.
4. The hours of store operation shall be set by the Employer.
5. It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee.
6. All employees shall be at their work stations on time, ready for work, clean and dressed appropriately and shall not at any time conduct themselves in a way that will reflect unfavorably upon the store or the Employer. Employees are to remain working until their scheduled quitting time.
7. Any work time outside the normal work schedule must be approved by the store manager. All overtime work must be approved by the store manager.
8. Any incident of unexcused absence or tardiness will result in discipline and may lead to the termination of your employment.
9. You are not to leave your job during your normal work schedule without first obtaining permission from the store manager. Such permission will be granted only in the case of emergency.
10. In the event of needs of the store or in emergencies, employees are expected to work a reasonable amount of time beyond their scheduled time when requested. Of course, you will be compensated for the time worked.
11. Employees who are absent without a valid excuse are subject to disciplinary action, including immediate dismissal. Valid excuse requires advance notice of at least two (2) weeks and does not include attendance at scheduled activities. (Advance notice of at least two weeks' notice must be provided in any situation, except in an emergency.)
12. Work schedules for all regular employees, full-time and part-time, shall be made up for a two-week period. The schedule shall be posted for any two-week period no later than Friday at 2:00 p.m. preceding the first week of the two-week period. When posting the schedule, the Employer shall show the employee's name on the schedule. Employees must make requests for absence from work prior to posting of the schedule. Once the schedule for any two-week period is posted, there shall be no change in the schedule for those two weeks, except for absolute emergencies. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the employees.
13. 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 twenty-four (24) hours prior to the time that he/she expects to report for work or prior to the time the Employer makes up his/her schedule for the next week.

14. Each employee who works more than four (4) hours shall receive a fifteen (15) minute rest period. Employees who work seven (7) hours per day or more shall receive two fifteen (15) minute rest periods, one before lunch and one after lunch. All employees shall take their required breaks and lunch hours.
15. Employees shall be paid in full for all time spent in the service of the Employer. All employees shall be paid on a weekly payroll basis.
16. No employee shall be scheduled for less than twelve (12) hours per week.
17. A junior employee shall not be scheduled for more hours than a senior employee in the same classification (full-time, part-time). Schedule means the posted schedule. The employer will make an effort to call in people on the basis of seniority provided the employee is qualified to do the work available in the opinion of the employer and such call in does not result in additional expense to the employer. The employer is not required to make more than one phone call to an employee for call-in duties.

ARTICLE 8 Time Cards

- 1 Employees shall punch in when starting work and punch out when leaving. Punching someone else's time card, letting someone else punch your time card, or in any way falsifying your or anyone else's time card are grounds for immediate dismissal. Should your time card be in error, notify the store manager immediately.
- 2 If you leave the premises, you must punch out except on company-authorized business which has been specifically authorized in writing by the store manager. You will not be regarded as an employee for any purpose including, but not limited to, worker's compensation or similar coverages once you have punched out and left the premises. Failure to punch out when leaving the premises for personal reasons will result in a voluntary automatic quit.
3. All employees shall punch in and out at their scheduled times.

ARTICLE 9 Other Employee Operating Policies

1. Employees convicted of or pleading guilty to breaking criminal laws are subject to immediate dismissal.
2. It is the employee's responsibility to inform the store manager of changes in address, phone number, name or dependent status.
3. Employees are to refer all requests for donations or solicitations to the store manager. There is to be no request for donations or solicitations by any party, including employees, except by written permission of the store manager.
4. Possession or use of any drugs, other than those prescribed by a physician or those available "over the counter", or use of alcoholic beverages on store property, or reporting to work under the influence of either drugs or alcohol, is strictly prohibited. Proof of intoxication or drug or alcohol use during working hours will result in immediate dismissal.

Possession of controlled substances is a crime and if you are caught with controlled substances on plant premises, including the parking lot, the police will be notified.

5. Fighting, immoral acts, profanity, threats, or intimidation of other employees is not permitted or tolerated. Such action will result in immediate termination.
6. No weapons of any kind will be permitted on the premises at any time by employees.
7. Employees and others shall not solicit for any purpose other than a non-profit organization and then only during non-working hours and if approval in writing is authorized beforehand by the store manager.
8. The payroll record for an individual employee shall be available to that employee or a representative of Local #1189. The Employer shall furnish the Union with copies of the requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each employee. The payroll records will be available for a maximum period of five (5) years.
9. A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.

ARTICLE 10

Telephone Calls and Messages

1. The telephone is intended for business use only. Personal phone calls tie up the lines for business use. If you must make a call, get permission from your store manager, do it during a break and keep it brief.
2. INCOMING CALLS WILL BE ALLOWED FOR EMERGENCY USE ONLY; otherwise a message or a number will be taken and you may return the call DURING YOUR REST PERIOD OR LUNCH PERIOD.
3. 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.

ARTICLE 11

Funeral Leave

1. 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 blood 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.

2. An employee requesting funeral leave is expected to notify the store manager as soon as possible of the need for the leave so that necessary work arrangements can be made. Employees must furnish some written form of documentation of the funeral in order to receive pay for the days of absence.

Paid funeral leave may be extended by the employee's request to use vacation days or a personal holiday accrued if available and the extension is approved by the store manager. Paid funeral leave is not available for introductory employees.

ARTICLE 12

Leaves of Absence

1. Employees shall be entitled to written leaves of absence, provided each leave is acceptable to the Employer, 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 Employer of his whereabouts and status. (See also Article 15, Personal Leave of Absence.)
 - 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) months extensions shall be granted provided the employee notifies the store manager in writing that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.
2. Leaves of absence may be granted for any other reason acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Such leave will not exceed 1 year and can be renewed for such length of time as the Employer and the employee may agree. (See also Article 15, Personal Leave of Absence.)
3. Family and Medical Leave matters will be handled in compliance with the relevant State and Federal laws and regulations.
4. 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.
5. 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 to the Employer of availability for work prior to Thursday noon of any week, the employee 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 employee will begin work the second Monday thereafter.

6. 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 13
Maternity Leave

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

ARTICLE 14
Military Service Leave of Absence

1. A leave of absence for military service by the employee shall be granted as required by the provisions of the Veterans Re-employment Act.
2. All employees who leave active employment for the purpose of being inducted, entering, determining physical fitness to enter, or performing training duty in the armed forces, either by enlistment, draft or recall will be granted a leave of absence. If an employee is a member of a National Guard or an active military reserve organization which requires attendance for annual "two weeks" or monthly weekend military training as a condition for maintaining military status, a leave of absence without pay will be granted to those persons involved. Employees with any military obligations are to provide the company a minimum of two weeks' notice so that appropriate arrangements can be made.
3. Upon completion of the employee's duties, he/she will be reinstated to his/her former position or to another position of equal seniority, pay, and status, consistent with applicable laws. Introductory employees of the company are not eligible for military service leaves of absence.
4. All military leaves of absence are considered as excused, unpaid absences. However, an employee may elect to take vacation time or personal holidays accrued as a substitute for the excused unpaid military leave.
5. An employee shall not be required to take military training duties during his/her earned vacation.

ARTICLE 15
Personal Leave of Absence

1. If it is necessary for an employee to be away from work for more than five (5) consecutive working days for any reason other than accrued time off, the employee should request a leave of absence from his/her store manager. Leaves of absence may be granted as provided herein, although leaves granted for personal reasons other than those listed herein will be rare. Personal leaves will be handled on a case-by-case basis. If you have group health plan coverage, it will be maintained through this period under the same terms and conditions applicable to active employees, provided you continue to make timely payment of your insurance premium. Also, an employee may be able to return to the same position or equivalent position after the leave. Employees are required to use all paid time off before applying for non-paid leave.
2. Securing a leave of absence is your responsibility. It must be approved in advance, if possible, by the employee's store manager. If the leave is for personal illness, a doctor's

excuse and confirmation of the serious health condition necessitating the leave will be required.

If you are not back at work on the date the leave of absence expires, you will be considered to have voluntarily terminated your employment. Under no circumstances are leaves granted automatically, but must be requested by an employee.

ARTICLE 16

Injuries

1. All injuries, regardless of severity, must be reported to your store manager at once. This is a requirement of continued employment. Failure to comply with reporting an injury at once will result in an immediate voluntary automatic quit.
 - A. Policy on being paid following a compensable injury is as follows: If on the day of injury the employee requires a doctor visit, the employee will be paid by the Company for the time of absence. If the doctor requires the employee not to return to work that day, the employee will be paid by the Company for the full day. If the doctor requires that the employee not return to work for an indefinite time, the company will not pay the employee beyond the day of the injury. In order for Worker's Compensation to pay for time off work, an employee must be off work for a minimum of seven work days.
 - B. If an employee must return to the doctor for a check-up of a compensable injury after having returned to work, the Company will pay for the time the employee is gone if the employee returns after the appointment or if the doctor issues an excuse not to return to work that day. A return to a doctor for therapy of some kind will be handled on a case-by-case basis.
2. Remember – employees must have a valid doctor's excuse to miss work on the day subsequent to an injury.
3. Employees injured on the job shall not be docked for any part of the day in which the injury occurs, provided a call to the Employer is made from the doctor's office, by doctor's personnel, notifying the employer of the extent of the injury. If the injury is not serious and the doctor releases the employee for work, he/she 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.

ARTICLE 17

Non-Discrimination

1. Non-Discrimination Clause. The Employer agrees not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment, nor will the Company limit, segregate or classify employees in any way to deprive any individual employee of employment opportunity because of his/her race, religion, age, sex, national origin, job-related handicap or disability, or any other protected status.

ARTICLE 18

Jury Duty

1. The Employer expects its employees, as good citizens of the community, to fulfill their civic obligations when requested. 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/her regular weekly pay, the Employer will make up the difference, provided the employee works such hours as he/she is available during the hours when court is not in session.

The above shall apply to petit jury duty only. An employee receiving full pay from his/her Employer while serving on jury will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury.

2. Employees summoned for jury duty should notify the store manager as far in advance as possible so that the necessary arrangements can be made. The employee should also submit a copy of the summons for jury duty to the store manager before jury service. The employee shall request and furnish to the Employer any form available from the court related to jury duty participation substantiating the performance of jury duty and the compensation received.

ARTICLE 19

Agreement Violations

1. All claims for back pay for loss of wages arising under this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) working days from the pay day following the date the claim arises and if not made within such period a claim will be barred. The Employer shall not be required to pay back pay on the grievance for more than a ninety (90) day period prior to the filing of the grievance.
2. If the Employer willfully fails to grant wage increases in accordance with this agreement or willfully fails to pay the proper rate of pay the penalty assessed shall be in an amount double that provided for, but shall not exceed one hundred eighty (180) days.

ARTICLE 20

Rules for Employee Conduct

1. When people work together, rules are necessary. We must have common sense rules to make the workplace safe, healthy, and orderly. The best results are obtained when we work together and maintain good personal conduct at work.
2. Some types of poor conduct are so serious that such conduct may result in immediate discharge. Such serious conduct includes, but is not limited to, the following:
 - A. Theft or unexplainable loss of property under an employee's control.
 - B. Unauthorized use of company property.
 - C. Immoral or indecent conduct (including suggestive or sexual remarks, propositions, or harassment).

- D. Falsification of company records or other dishonesty.
 - E. Insubordinate conduct, including refusal or failure to accept job assignment or interference with performance of work instructions given by supervisors.
 - F. Possession of or partaking of alcohol or other intoxicants, illegal substances, or illegally obtained controlled substances on company property or reporting to work under the influence of alcohol or other intoxicants, illegal substances, or illegally obtained controlled substances.
 - G. Abuse or deliberate destruction of company property or property of others.
 - H. Disclosing or removing confidential information from the premises.
 - I. Deliberately restricting work output or work of others.
 - J. Possession of firearms, weapons, explosives or incendiary devices on company property.
 - K. Criminal conviction.
 - L. Sexual harassment or harassment of any kind.
 - M. Smoking on the premises in unauthorized areas.
 - N. Sleeping on the job.
 - O. Making false and/or malicious statements about the company, its products, or services.
 - P. Failure to observe safety regulations.
 - Q. Fighting.
 - R. Horseplay and actions that affect the safety of your fellow employees will not be tolerated.
3. Other types of poor conduct may subject the offender to warnings, suspension, or discharge, subject to the nature, frequency and severity of the offense and the employee's overall work record. Such conduct includes, but is not limited to, the following:
- A. Excessive absences or tardiness.
 - B. Violation of posted notices on solicitation.
 - C. Stopping work before quitting time.
 - D. Loafing or loitering.
 - E. Distracting others from their work.
 - F. Failure to follow directions.
 - G. Failure to observe rules.
 - H. Being in an unauthorized area.
 - I. Tampering with company bulletin boards.
 - J. Discourtesy to visitors or customers.
 - K. Gambling on company property.
 - L. Failure to meet work standards or production output.
 - M. Careless work performance.

N. Employees who are terminated will be paid only to the time of discharge.

These rules are presented as guidelines for your expected behavior and performance. They are not intended to address every situation. It is possible that a situation other than one of those listed above will cause the store manager to take disciplinary action, including discharge.

ARTICLE 21

Attendance

1. It is essential for the success of the company and security of everyone's job that the company meets its operating requirements. Regular attendance by all employees is necessary to accomplish this goal. You are thus asked to schedule any personal appointments after working hours. If you have to miss all or part of a day for some reason, it is your responsibility to notify the store manager personally in advance or by calling between 5:00 a.m. and 7:30 a.m. the day of your absence.

The telephone number is (218) 666-0205 for Cook and (218) 753-2725 for Tower.

2. Excessive absences or unexcused absences or tardiness can lead to dismissal.
3. Excused absences. Absences for the following reasons will be considered excused, if properly documented:
 - A. Work connected injury.
 - B. Hospitalization for illness or injury.
 - C. Jury duty.
 - D. Military service.
 - E. Death in the immediate family.
 - F. Seeing a doctor because of illness or injury, or taking your child or other immediate family to the doctor.
4. If an employee calls in and requests a vacation for a day of absence, they may be granted the paid hours, but it will be treated as an absence.

ARTICLE 22

Progressive Discipline and Termination Procedures

1. **VERBAL WARNING**

The store manager will hold a meeting with the employee and will retain appropriate documentation, signed by the employee, of the meeting to be forwarded to the bookkeeper for inclusion in the employee's personnel file. During the meeting, the store manager will explain to the employee in specific terms what problem exists. The discussion should emphasize the importance of resolving the problem and the store manager should ask for suggestions for correcting the problem. The store manager will set a date within a reasonable time-frame, by which the problem must be eliminated. The store manager will establish means to monitor progress and provide feedback to the employee.
2. **CORRECTIVE ACTION NOTICE**

- A. If, after a verbal warning, the employee's performance or conduct does not improve, the store manager will present and discuss with the employee a Corrective Action Notice acknowledging receipt of the written notice.
- B. After discussion, both the store manager and the employee will sign the Corrective Action Notice. Signing the corrective action notice is not an admission of guilt but that it was received by the employee.
- C. All documents will become a part of the employee's personnel file.

3. **DISCIPLINARY SUSPENSION**

If, after verbal and written warnings, the performance or conduct of the employee does not improve, the employee will be given an appropriate suspension without pay from employment. At this time, the employee is to seriously consider his/her future with the company and must return with a signed letter stating how the employee's behavior will improve.

4. **TERMINATION**

If, after the previous disciplinary actions, the performance or conduct still does not meet the required standards, the employee will be terminated. When several different incidents occur or if any single incident is severe enough, any one or all steps of this procedure may be eliminated and termination may result.

- 5. Some actions or activities may result in immediate termination without following the progressive discipline procedure.

**ARTICLE 23
Employment Termination**

- 1. The Employer shall be entitled to two (2) 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 and other benefits as well.
- 2. Any new introductory 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 introductory period may be extended another 30 days upon the Employer's or the Employee's request by mutual agreement between the Employer, employee, and Union.
- 3. The Employer shall not discharge nor suspend any non-introductory employee without just cause.
- 4. On the last day of employment, the store manager will meet with the employee to conduct an exit interview.
- 5. Appeal from discharge or suspension must be taken within ten (10) days of discharge or suspension by written notice delivered in person to the Employer or sent by certified mail return receipt requested to the Employer. It shall comply with the grievance machinery set forth herein.

ARTICLE 24
Grievance and Arbitration Procedure

1. Should a difference arise between the Employer and an employee or group of employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement or any matter related to the employer-employee relations between the employee affected or a group of employees and the Employer, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:
 - A. A meeting between the store manager and the affected employee or group of employees.
 - B. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of the Agreement or any matter related to the Employer-employee relations between the employee affected or group of employees and the Employer which has not been concluded through the manner herein provided in (a) above within ten (10) working days after being presented in writing, may be referred by either party within three (3) working days to a Board of Arbitration, composed of three (3) members; one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the parties or their representatives. Should the employee or group of employees and the Employer or a representative of the employee or a group of employees and the Employer fail to agree upon a third party within three (3) additional working days, the third person shall be appointed as follows: the party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted, unless the parties mutually agree otherwise. The selection shall be made by alternately striking four names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.
 - C. The entire matter in controversy as aforesaid shall be referred to this arbitration board for disposition.
 - D. Should the dispute, difference or grievance not be resolved 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 the mediation. Mediation must be requested within ten (10) days of the Step C meeting. Mediation will be by mutual agreement.
 - E. 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.

- F. The decision of the majority of the Board of Arbitration shall constitute the decision of the Board of Arbitration and be the exclusive, final, and binding resolution between the Employer and the Union, the employee, or group of employees affected.

Any expense incurred for the service of the above-mentioned third member of the Board of Arbitration shall be borne equally by the Employer and the Union.

2. All grievances must be submitted in writing within thirty (30) calendar days of their occurrence to receive consideration or they are barred.
3. 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.

The grievance and arbitration procedure described above is the final binding and exclusive remedy for any and all rights of any nature, type, or description arising under this Agreement or any matter related to the employer-employee relations between the Union, the employee, or group of employees affected and the Employer.

It is the intention of both parties that the arbitration procedure rather than litigation or administrative procedures will be used to resolve disputes between the parties.

Disputes as to any and all matters contained in the employer-employee relationship, including this Agreement, include, but are not limited to, any claims based on statutory or regulatory language whether Federal or State related to sexual harassment; sexual discrimination; age discrimination; discrimination based on any other grounds; harassment based on any other grounds; including but not limited to, holidays or vacations; and any matters related to rights of pay, discipline, or discharge shall be resolved between the parties by the exclusive use of the grievance-arbitration procedure provided in this article and Agreement.

The Arbitration Board may not add to, subtract or modify the terms, provisions or conditions of this Agreement or any employment relationship established between the parties. The arbitration board in reaching their decision may consider the provisions of any local, state, or federal regulation or statute in arriving at a determination and/or award.

- The Employer and the Union and the employee or employees are waiving their right to seek remedies in court, including the right to jury trial.
- They are further waiving their right to seek any remedy from an administrative agency or administrative proceeding of any nature, type, or description.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The Arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The Arbitrators shall not have the right to award punitive damages.

No employee is to be discriminated against for raising or filing a grievance. The grievance procedure does not apply to introductory employees.

ARTICLE 25
Seniority – Layoff – Recall

1. DEFINITION. Seniority shall be defined as the length of continuous service with the Employer while working continuously under this Agreement. Time worked for the Employer prior to this Agreement shall also be counted for seniority time.
2. Seniority shall prevail in regard to laying off and recalling provided the employee is qualified, in the Employer's sole opinion, to do the work available.
3. The Employer may, in its sole discretion, select and place employees in classified positions without regard to seniority. The Employer shall not be required to establish all the classified positions described in this agreement. All classified employees as provided for in this Agreement shall acquire super seniority in the store where they are employed.
4. A seniority list shall be established for all hourly employees:
5. Full-time employees shall be any employee who works forty (40) hours or more per week.
Part-time employees shall be any employee who works thirty nine (39) hours or less per week.
6. A. Full-time employees shall be paid the appropriate full-time rate for their length of service inclusive of the past comparable service. Part-time employees shall be paid the appropriate part-time rate for their length of service, inclusive of the past comparable service. Should a part-time employee work in excess of thirty (30) hours or more in any week, they will receive the next higher part-time rate for all hours worked that week. If the part-time employee is at the top of the part-time progression schedule and works in excess of thirty nine (39) hours or more in a week, they shall be paid the beginning full-time rate.
B. When promoting part-time employees to full-time, the Employer shall promote by Seniority. The employee must complete a sixty (60) day probationary period.
7. New employees or employees whose seniority has been terminated in accordance with this Agreement shall obtain seniority after sixty (60) days from the date of employment, at which time their seniority shall take affect and date back to their last date of hire. The probationary period may be extended once automatically for 30 days. An additional 30-day extension may be provided for a total of 90 days. Both extensions shall be agreed to in writing by the employer and employee with a copy to the Union.
8. An employee shall cease to have seniority if the employee:
 - A. quits;
 - B. is discharged for cause;
 - C. fails to return to employment after layoff, and reasonable notice of recall;
 - D. is absent for any reason except military service for a period of one (1) year or more unless an approved leave of absence;

- E. no employee shall lose seniority because of sickness or accident or for any reason beyond the control of the employee subject to this one (1) year limitation; except as provided for; or
- F. after six (6) months as a supervisory employee

ARTICLE 26
Company Meetings

- 1. To further encourage cooperation, dialogue, and understanding between hourly employees and management, a meeting of all employees will be held periodically in the lunchroom of the store.
- 2. All hourly employees are required to attend and participate.
- 3. The time spent in the meeting will be compensated as normal working time.
- 4. Company Meetings. Required attendance at company meetings shall be paid for at the employee's regular wage rate for the time actually spent at the meeting.

ARTICLE 27
Employee Facilities

- 1. The store has a break room and restrooms that are intended for the employees' use.
- 2. You are responsible for cleaning up after yourself in the break room. Please maintain restrooms in a neat and sanitary condition. It is expected that each employee will be careful in their use of these facilities to keep them in the best condition and provide a pleasant atmosphere.
- 3. Employees are responsible for the safekeeping of any of their valuables including, but not limited to, purses.
- 4. There shall not be any tobacco consumption throughout the entire store premises.

ARTICLE 28
Holidays

- 1. For purposes of this contract, the following days are holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 4:00 p.m. and Christmas Day.
- 2. It is agreed that no employee shall work after 4:00 p.m., December 24th, Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m., December 24th, Christmas Eve.
- 3. After 90 calendar days of actual work, full-time employees shall receive eight (8) hours straight time pay for any of the above mentioned days, if, during the holiday week, the employees have worked their entire scheduled day before and their entire scheduled day after the holiday, except for bona fide illness.
- 4. Regularly scheduled part-time employees working in any holiday week, who have worked ninety (90) calendar days for the Employer and who have worked their entire last

scheduled work day before and their entire 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 on that day, not to exceed eight (8) hours of straight time pay. Holiday pay will not be computed in the payment of overtime or full time wages.

5. Holiday pay will be based upon the following schedule for part-time employees:

YEARS OF SERVICE

0 – 3 Years	4 Hours of Holiday Pay
4 – 7 Years	5 Hours of Holiday Pay
8 + Years	6 Hours of Holiday Pay

6. No holiday pay will be paid for any employee collecting Worker's Compensation payments because policy states that in order to receive holiday pay, employees must be on the job the day before and the day after the holiday to receive holiday pay.
7. Two (2) additional days off with pay shall be granted to individual Employees by mutual agreement between the Employer and the Employee. Employees shall have been employed for one (1) full year to qualify for the additional day.

One (1) additional Personal Day with pay for a total of three (3) days. This additional day would be for employees with five (5) or more years of service.

ARTICLE 29

Vacations

1. The Employer may block out three (3) weeks during the year. During these three (3) weeks, no Vacation shall be scheduled. The three (3) weeks the Employer chooses to block out, will be indicated prior to the January 1st Vacation selection date and may not be modified once it is set.
2. Full-time employees who have been employed by the Employer for a period of one (1) year or more shall receive (1) weeks' vacation with pay. Full-time employees who have been employed by the Employer for three (3) years or more shall receive two (2) weeks' vacation with pay. Full-time employees with eight (8) years of service or more with the Employer shall receive three (3) weeks' vacation with pay. Full-time employees with fifteen (15) years of service or more with the Employer shall receive four (4) weeks' vacation with pay. Full-time Employees with twenty-five (25) years of service or more will receive five (5) weeks' vacation with pay.
3. Full-time and part-time employees with six (6) months or more of continuous service with the 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.
4. Part-time employees working thirty nine (39) hours or less per week shall be entitled to vacation of one (1) week with pay after the first year, two (2) weeks after the third year, three (3) weeks after the eighth year, four (4) weeks after the fifteenth year, and five (5)

weeks' vacation after 25 or more years pay, with their pay to be based on the average number of hours worked on a weekly basis during the year.

5. An 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 Employer, shall be entitled to a part of one (1) weeks' vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.
6. Full-time employees taking their vacation during a holiday week shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.
7. 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.
8. Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the granted time requested by the employee interfere with the operation of the business, the Employer and employee will mutually arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the operation of the business. A vacation sign-up schedule shall be posted by January 15th 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 1st of each year. After March 1st, vacation dates shall be scheduled on a first come-first served basis without regard to seniority (weeks or days). Each employee will be notified of his or her vacation period as far in advance as practicable. The Employer reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of the vacation period, if requested. In the store, the following may be gone at 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.
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 those reasons counted as time worked for a period of up to two (2) months.

ARTICLE 30

Laundry - Uniforms

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

ARTICLE 31
Miscellaneous Provisions

1. Tools shall be furnished by the Employer and maintenance of tools shall be on the Employer's time. All tools and equipment shall be maintained in an operable condition.
2. 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. The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment, and shall provide a first aid kit containing bandages, etc.
4. If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.
5. The Employer shall not request the employee to take a lie detector test not in conformance with the law.
6. The temperature of the store shall be maintained at a level to insure the comfort of the employee and the efficient and proper operation of the business, with exceptions being made for emergencies and acts of God.
7. **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 32
Rate of Pay

1. Previous comparable experience during the past five (5) years shall be considered for the purposes of rate determination hereunder. All claims by employees for prior experience or disagreement by the Employer as to prior experience must be made within thirty (30) days of date of hire. An employee shall be classified as an experienced grocery employee from and after the time when he or she shall have completed their period of apprenticeship as required in this Article.
2. For the purpose of computing wage rates, a full-time employee shall be defined as any employee who works forty (40) hours or more per week. Part-time employees shall be any employee who works thirty nine (39) hours or less per week.
3. Time for part-time progression to be computed by counting hours worked each week in which an employee works. Employees shall be paid in full for all time spent in the service of the Employer.
4. A transfer from department to department shall not be made on a discriminatory basis.
5. It is understood that the Company may promote part-time employees to temporary full time status for the summer on the following basis:

- A. Any employee moved from part-time to full-time during the summer months, shall receive the next step on the part-time schedule and no other benefits. However, at the end of 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. Such employee shall, however, receive credit for the purpose of wage progression for all hours worked from date of hire, including "summer time" hours. The Employer shall post a schedule by April 1st on which part-time employees shall indicate by April 15th whether or not they wish to have additional summer work. Part-time employees who do not wish to have additional summer hours shall not be penalized.
 - B. The "summer period" shall extend from May 1st until September 30th.
 - C. Employees hired for summer months shall receive no benefits under the terms of the contract, including pension payments, health and welfare payments, holidays, vacations, or seniority.
 - D. If a summer part-time employee is retained beyond the summer waiver period, that employee shall be treated as a regular part-time employee for all purposes and that employee's seniority shall date back to the date of original hire with the Employer.
- 6. Attached to and made a part of this agreement, wage rates appear under Appendix "A".
 - 7. The following shall be considered classified employees and shall receive \$1.00 per hour over their rate:
 - Produce Manager
 - Head Checker/Bookkeeper
 - Assistant Manager/Head Stocker
 - Frozen Food/Dairy Department Manager
 - Deli Manager
 - 8. The Employer does not have to have an employee in these classifications. However, once an Employer establishes such a classified position, the Employer must maintain and keep that position filled, unless otherwise agreed to in writing by the Union.
 - 9. Where an employee is not assigned or does not perform the total duties of the classifications, they do not qualify for the classified position and rate. Total duties mean, but are not limited to, hiring, firing, advertising, purchasing and scheduling hours.
 - 10. Employees who work on a holiday shall be paid an additional one-half ($\frac{1}{2}$) time per hour for all hours worked on the holiday. Only Full-Time employees who work on Sunday will be paid \$1.00 per hour over their regular hourly rate for all hours worked on Sunday.
 - 11. An Employee who works in two departments during any one day shall receive the rate of pay for the department in which the employee works the majority of the time for that day.

ARTICLE 33

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 any conflict with any federal or Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

ARTICLE 34

Classifications of Employment

The following is how the Employer classifies its employees for purposes of compensation and eligibility for overtime payments and employee benefits:

- A. **FULL-TIME REGULAR EMPLOYEES.** Full-time employees shall be any employee who works forty (40) hours or more per week.
- B. **PART-TIME REGULAR EMPLOYEES.** Part-time employees shall be any employee who works less than forty (40) hours per week.
- C. The duties of Non-Food Handling Employees shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; floor maintenance anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; returning shopping carts to the store; cleaning areas around the checkout lanes; cleaning and re-facing shelves; cleaning restrooms; collecting and sorting bottles; disposing of trash and rubbish; hanging of window signs and washing of store windows; cleaning all areas in the store; repair or maintenance work in all store areas; pulling cardboard; retuning unsold merchandise shelves, removing merchandise from the shelf and replacing merchandise to the shelf in case of equipment breakdown and house cleaning, and stocking, pricing, marketing and selling non-food items such as by way of examples listed in 16.6 (1), (2), and (9).

If a Non-Food Handling Employee performs duties at the specific direction of the Employer other than as defined in Section 10.9 above, he/she shall receive the top part-time rate or starting full-time food handling rate, whichever is higher for all hours worked that day by the Non-Food Handling Employee.

- D. It is understood that the Company may promote part-time employees to temporary full time status for the summer on the following basis:
 - 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 1st will continue to be eligible for health insurance. Current Employees that are not qualified for health insurance prior to May 1st will not be eligible for health insurance during this time. However, at the end of 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 full time status. Such employee shall, however, receive credit for the purpose of wage progression for all hours worked from date of hire, including "summer time" hours.

- b. The "summer period" shall extend from May 1st until September 30th.
- c. Employees hired for summer months shall not receive the following benefits under the terms of the contract: pension payments, holidays, vacations, health insurance or seniority.
- d. The Employer shall notify the Union, in writing, of any employee placed on summer waiver and any additional part time employees hired during the summer period.

The Employer will notify the union within one week after an employee has been hired as a summer part time employee.

- e. There shall be no reduction in the hours of work available to other employees in the store as a result of the hiring of summer part time employees because of the increase in the number of summer full time employees during the summer months.
- f. Employees hired during the summer months shall be required to belong to the Union on the same basis as other part time employees and shall receive the regular part time beginning rate.
- g. If a summer part time employee is retained beyond the summer waiver period, that employee shall be treated as a regular part time employee for all purposes and that employee's seniority shall date back to the date of original hire with the Employer.
- h. This provision shall also apply to the weeks of and the weeks prior to holidays listed in this agreement. Easter Sunday shall also be included in this waiver period even though it's not considered a holiday.

Please direct any questions regarding your employment classification to the store manager.

ARTICLE 35 **Regular Pay Procedures**

All hourly employees are normally paid by check on a weekly basis. All required deductions will be withheld automatically from your paychecks.

Please review your paycheck for errors. If you find a mistake, report it to the store manager immediately. The store manager will assist you in taking the steps necessary to correct the error.

In the event that your paycheck is lost or stolen, please notify the store manager immediately. The store manager will, in turn, notify our payroll department, who will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, however, the Employer is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

ARTICLE 36
Health and Welfare and Pension

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.

2. 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.

3. A. FULL-TIME & PART TIME HEALTH & WELFARE CONTRIBUTION RATES:

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.

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.

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.
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.
7. Effective June 5, 2011, Employees hired on or after June 5, 2011 shall receive sixty cents (\$.60) per hour paid into the Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan. Once the Employee reaches five (5) years of service, the Employee shall receive the applicable contributions set forth.

The Bargaining parties have adopted into the current 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 30th, 2011. The Employer will then pay an additional sixteen cents (\$0.16) per hour into the Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan.

Effective January 1st, 2011, the Employer agrees to contribute one dollar and twenty five cents (\$1.25) per hour to said Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund, for each hour worked by each full-time and part-time employee.

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

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 the 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 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 on the payments and liquidated damages equal to the interest as provided by law to be charged by the IRS on delinquent or deficient tax returns.

If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorney fees.

In addition to the other provisions as herein set forth, if the Employer is delinquent in its payments to the Trust Fund it shall also be 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 the Employer from its liability to make the payments due the Trust Fund, including the liquidated damage payment.

If an Employer, on more than one occasion during any one year, becomes delinquent in its payment to the Trust Fund it 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 an Employer, of any contribution or other monies owed to the Fund shall not relieve the Employer from its obligation to make required payments to the Trust Fund.

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

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

10. 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.
11. **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, with proof of alternative coverage will be kept in the Employee's file and sent to both the Union and Wilson McShane. Future eligibility is subject to the Plan Administrator's (The Fund) special enrollment procedures.**

ARTICLE 37
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:

- A. As to grievances;
- B. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply to those classifications or jobs, if requested to do so by the Union;
- C. 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.
- D. As expressly provided for herein.

ARTICLE 38
No Strike No Lockout

1. The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strikes during the life of this Agreement.

Participation in any strike, slowdown, sit-down, or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

2. Except as provided above, nothing herein shall affect the right of the Union to call, assist, or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary legal picket line, including the primary legal picket line the Union that is party to this Agreement.

ARTICLE 39
Part-Time Promotions 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 40
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 41
Term of Agreement**

This Agreement shall take effect the 8th day of **June 2024**, 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 27 day of August, 2024.

FOR THE EMPLOYER:

FOR THE UNION:





Union Representative

9-03-24

8-27-2024

Date

Date

APPENDIX A

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.

No Employee shall be reduced in rate as a result of this contract.

Grocery Scales			
Full Time	6/9/2024	6/9/2025	6/9/2026
Start	\$15.30	\$16.20	\$17.10
1	\$15.55	\$16.45	\$17.35
2	\$15.65	\$16.55	\$17.45
3	\$16.05	\$16.95	\$17.85
4	\$16.30	\$17.20	\$18.10
5	\$16.55	\$17.45	\$18.35
6	\$16.80	\$17.70	\$18.60
7	\$17.05	\$17.95	\$18.85
8	\$17.30	\$18.20	\$19.10
9	\$17.45	\$18.35	\$19.25
10	\$17.85	\$18.75	\$19.65
Part-Time	6/9/2024	6/9/2025	6/9/2026
Start	\$12.26	\$13.16	\$14.06
1	\$12.36	\$13.26	\$14.16
2	\$12.46	\$13.36	\$14.26
3	\$12.56	\$13.46	\$14.36
4	\$12.66	\$13.56	\$14.46
5	\$12.95	\$13.85	\$14.75
6	\$13.05	\$13.95	\$14.85
7	\$13.15	\$14.05	\$14.95
8	\$13.25	\$14.15	\$15.05
9	\$13.35	\$14.25	\$15.15
10	\$14.50	\$16.30	\$17.20

Meat Scales			
	6/9/2024	6/9/2025	6/9/2026
Journeyman	\$19.04	\$19.94	\$20.84
Manager	\$21.56	\$22.46	\$23.36
	6/9/2024	6/9/2025	6/9/2026
Apprentice Meat Cutters			
Start	\$14.99	\$15.89	\$16.79
1	\$15.31	\$16.21	\$17.11
2	\$15.63	\$16.53	\$17.43
3	\$15.85	\$16.75	\$17.65
4	\$17.95	\$18.85	\$19.75
	6/9/2024	6/9/2025	6/9/2026
Meat Helpers			
Start	\$12.55	\$13.45	\$14.35
1	\$12.60	\$13.50	\$14.40
2	\$12.75	\$13.65	\$14.55
3	\$12.95	\$13.85	\$14.75
4	\$13.15	\$14.05	\$14.95
5	\$13.55	\$14.45	\$15.35
6	\$13.95	\$14.85	\$15.75
7	\$14.30	\$15.20	\$16.10
8	\$14.55	\$15.45	\$16.35
9	\$14.80	\$15.70	\$16.60
10	\$15.55	\$16.45	\$17.35

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

Letter of Understanding

By and Between

Zupancich Brothers Inc.
(Cook & Tower)

And

United Food & Commercial Workers Union Local #1189

(Regarding Hourly Reduction from FT to PT – Wages & Seniority)

WHEREAS, the parties have had discussions relative to the Wages and Seniority of Employees in the event there is a reduction from Full Time hours to Part Time hours.

NOW, therefore, in consideration, the parties agree as follows:

- A. In regards to Full Time wages, even though there may be a reduction in hours from Full Time to Part Time, the wages per hour will remain at the Full Time rate.
- B. In the event Employees should lose hours, the Employees' Seniority will not be affected.

FOR:
United Food & Commercial Workers
Local #1189

By 
Bruce Bergh – Union Representative

Date 5-27-21

FOR:
Zupancich Brothers, Inc.

By 
Zup's Cook & Tower

Date 6-3-21

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 8 day of 27, 2024.

FOR THE EMPLOYER:

By 
Employer

FOR THE UNION:

By 
Union Representative

MEMORANDUM OF UNDERSTANDING BETWEEN

ZUPANCICH BROS - TOWER, EMPLOYER
AND

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

ZUPANCICH BROS-TOWER 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) do 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:

Election - Select one of the Schedules	Schedule	Contribution Change	Effective Date of Contribution Changes
<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.

4627-9602-0886.4

JUL 25 2019

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: 7/25/19

ZUPANCICH BROS - TOWER
[Insert Employer Name]

Zup's Food Market
315 Main St PO Box 444
Tower MN 55790

By: [Signature]
Its owner

Dated: 7/25/19

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

By: [Signature]
Its UFCW 1189 BA

4827-9602-08864

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JUL 25 2019

02/02 2014

MEMORANDUM OF UNDERSTANDING BETWEEN

ZUPANCICH BROS - COOK, EMPLOYER
AND

LOCAL NO. 1189 WITH UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO (fka LOCAL NO. 1116)

ZUPANCICH BROS - COOK 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) **do 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:

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4827-9602-0886.4

1

JUL 25 2019

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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: 7/25/19

ZUPANCICH BROS - COOK
[Insert Employer Name] 201 Hwy 53 SE
Cook, MN 55723

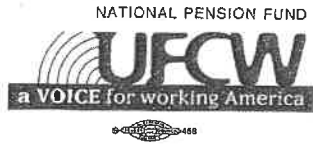
By: [Signature]
Its: owner

Dated: 7/25/19

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

By: [Signature]
Its: UFCW 1189 BA

JUL 25 2019



United Food & Commercial Workers International Union-Industry Pension Fund

P.O. Box 6000 • Frankfort, Illinois 60423-6000
Toll Free (800) 531-2385 • Fax (312) 329-7923
www.ufcwnpf.org

COPY

May 8, 2014

Matthew Zupancich
Zupancich Bros., Inc.
201 Highway 53 SE
Cook, MN 55723

Re: Employer Participation Agreement

Dear Mr. Zupancich:

Enclosed for your records is a copy of the Employer Participation Agreement for Zupancich Bros., Inc. – Cook & Tower under the jurisdiction of Local 1189 that has been countersigned by the Board of Trustees.

If you have any questions, please contact the Fund Office.

Sincerely,

NATIONAL PENSION FUND

LaTisha Slaughter
Account Coordinator

Enclosure

cc: Local 1189

**EMPLOYER PARTICIPATION AGREEMENT
FOR THE
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION-INDUSTRY PENSION FUND**

THIS AGREEMENT, effective as of **April 1, 1966** (the "Effective Date"), by and between the undersigned employer (the "Company"), and the United Food and Commercial Workers International Union-Industry Pension Fund (the "Plan").

WITNESSETH:

WHEREAS, pursuant to a collective bargaining agreement with Local Union 1189, United Food and Commercial Workers International Union (the "Local Union"), the Company has agreed to make contributions to the United Food and Commercial Workers International Union-Industry Pension Fund for work performed on and after the Effective Date by its employees covered by said collective bargaining agreement; and

WHEREAS, the Plan is willing to accept the Company as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the Company and the Plan hereby agree as follows:

1. By execution of this Participation Agreement, the Company adopts and agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust of the United Food and Commercial Workers International Union-Industry Pension Fund (the "Trust Agreement"), as amended and restated effective June 8, 1979 and such subsequent amendments which are adopted pursuant to Article X of the Trust Agreement. The Company agrees to be bound by all actions taken by the Trustees of the Plan pursuant to the powers granted them by the Trust Agreement.

2. By execution of this Participation Agreement by one Employer Trustee and one Union Trustee, the Trustees accept the Company for participation in the Plan. The Trust Agreement and the Pension Plan adopted by the Trustees, as in effect from time to time, shall fully apply to the Company and its employees accepted for participation in the Plan.

3. This Participation Agreement does not authorize the Trustees to bind the Company in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Trustees from enforcing any rights which are provided as a matter of law in favor of the Plan, its participants and beneficiaries, or the Trustees.

4. Only those categories of employment for which the present collective bargaining agreement between the Company and the Local Union now requires contributions to the Plan shall be covered hereunder. Any other categories of employment shall require specific acceptance by the Trustees to be covered under the Plan.

5. This Agreement shall remain in effect during the term of any collective bargaining agreement between the Company and the Local Union, during any extensions or renewals thereof and during any period the Company continues to make contributions provided that if any negotiated change in the collective bargaining agreement requiring contributions to the Plan is made, such change must be submitted to the Trustees for acceptance prior to its becoming effective and binding on the Trustees. The Trustees, however, reserve the right to terminate the Company's participation in the Plan:

(a) on account of the Company's failure to make contributions to the Plan;

(b) if at any time the Company's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Trustees; or

(c) as otherwise provided in the Trust Agreement.

6. The commencement and continuance of the Company's participation in the Plan is contingent upon such commencement or continuance of participation not impairing the qualification of the Plan under sections 401 and 501 of the Internal Revenue Code of 1954 and successor statutes.


7. The Company shall pay to the Plan the amounts required by its collective bargaining agreement with the Local Union for the applicable period for each employee in a category which has been accepted for participation by the Trustees and for whom a contribution is required pursuant to its collective bargaining agreement with the Local Union. All contributions shall be due and payable at the Plan Office or at any other location which the Trustees may, from time to time, designate in accordance with the collection procedures established by the Trustees. The Company understands that failure to make payments in a timely manner pursuant to such rules may result in its being required to pay liquidated damages, interest and costs of collection, including reasonable attorney's fees, as well as its participation in the Plan being terminated, all as provided in rules established from time to time by the Trustees of the Plan.

8. The Company agrees to report to the Plan all hours worked by each employee in those categories of employment which have been accepted for participation by the Trustees, including hours for which no contribution is due under the collective bargaining agreement, in accordance with the rules adopted by the Board of Trustees.

9. The Company does hereby represent that it is an incorporated entity, and that it is not under common control or affiliated by stock ownership or otherwise with any other company participating in the Plan, except for the following:

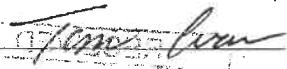
The Company does further agree that it shall give the Plan notice if at any time in the future it becomes affiliated or under common control with another company participating in the Plan.

IN WITNESS WHEREOF, the Company represents that it has caused this Agreement to be executed on its behalf by a representative authorized to bind and obligate the Company to the terms of this Agreement, and a duly authorized Employer Trustee and Union Trustee have executed this Agreement on behalf of the Plan.

March 13 , 2014 BY Zupancich Bros., Inc. ("Company")

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL
UNION-INDUSTRY PENSION FUND

March 21 , 2014 BY Walter R. Ryle
Employer Trustee

March 19 , 2014 BY Anthony M. Jernice
Union Trustee

Approved: Mar. 11, 2014

Local Union No. 1189, United
Food and Commercial Workers
International Union