

Super One International Falls

Contract

Effective
07/14/2025 – 7/17/2028



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211
Duluth MN 55812
Phone: 218-728-5174 or 800-942-3546
Website: www.ufcw1189.org

Other important phone numbers:

Grocery pension office: 800-570-1012

Meat pension office: 800-531-2385

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

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

A G R E E M E N T

**Super One Foods
INTERNATIONAL FALLS, MN
JULY 14, 2025 - JULY 17, 2028**

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AGREEMENT

THIS AGREEMENT is entered into and is effective on the 14th day of July **2025**, between INT'L FALLS COUNTY MARKET of International Falls, Minnesota, hereinafter referred to as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO.1189, chartered by the United Food and Commercial Workers International Union - AFL-CIO.

ARTICLE 1 **INTENT AND PURPOSE**

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

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

1.3 The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

1.4 In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 2 **RECOGNITION**

2.1 The Employer recognizes said Union as the sole representative of the employees in the classifications set forth in this Agreement for the purposes of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, excluding all store managers, full-time bookkeeper, watchmen, guards, and supervisors, as defined in the National Labor Relations Act, as amended.

2.2 The Employer agrees not to enter into any other agreement with any other organization during the life of the Agreement with respect to employees covered by this Agreement.

2.3 Any department or space leased out and under the control or direction of the Employer, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the United Food and Commercial Workers Union, Local No. 1189. The parties understand and agree that the jurisdiction of the Union includes the work and services connected with the handling or selling of merchandise to the public, with those limitations as set forth in the exclusions of the unit description in Section 2.1.

2.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give the Union and the employee affected two (2) weeks (14 calendar days) notice of termination of employment where the Employer is

terminating his business or selling the same. Where the employee works less than **their** normal schedule after the notice **they** shall receive his normal pay.

ARTICLE 3

UNION SECURITY

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are covered by this Agreement who are members of the union in good standing on the date of the execution of this Agreement shall remain members in good standing, and those who are not members in good standing, 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 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.

3.2 The Employer agrees to deduct union dues and initiation fees and/or reinstatement fees and uniform assessments from the wages of the employees in the bargaining unit who provides the Employer with a voluntary written authorization which shall be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

3.3 The deduction of the union dues shall be made on a weekly basis and shall be remitted to the Union on a monthly basis. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted.

3.4 The Employer agrees, under the contract requirements of sections 3.1 and 3.2 above, to have a new employee complete a Union membership card and dues deduction authorization at the time of hiring and will remit same to the Union office immediately so the new employee can be added to the first billing list following eligibility. 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 4

HOURS OF LABOR

4.1 All scheduled or approved work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be compensated for at one and one-half (1½) times the regular hourly rate. In weeks wherein a holiday is celebrated, the work week shall be thirty-two (32) hours - four (4) days of eight (8) hours each except as otherwise provided in the Holiday clause.

There shall be no pyramiding or duplicating of daily or weekly overtime or premium pay.

Four (4) store meetings are permitted per calendar year, after which the call-in provisions of Article 4.2 are applicable.

Full-time employees who request permission to leave work during a work day for their convenience may later work by mutual agreement up to nine (9) hours per day at straight-time pay, up to the amount of absence. Information on such adjustments shall be retained and be available in the store for a reasonable period, not to exceed three (3) years.

4.2 A. All time worked shall be consecutive, except up to one (1) hour shall be allowed for lunch each day if the employee works more than **six (6)** hours. Lunch is 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. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. to complete the night operations shall take up to one (1) hour for an unpaid supper break. By mutual agreement between the Employer and the employee, such supper break may be waived and the employee will then work straight through to complete **their** shift. Full-time employees shall have four (4) hours call-in work or pay. Part-time employees shall receive four (4) hours call-in pay if the store is open for business and two (2) hours' call-in pay if the store is not open for business.

B. No employee shall be scheduled for less than eighteen (18) hours per week Sunday through. These minimums do not apply if the employee has restricted their availability to work.

4.3 It is further agreed that the Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of Local 1189. The payroll records will be available for a maximum period of three (3) years.

4.4 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 availability for work at least twenty-four (24) hours prior to the time that he expects to report for work or prior to the time the Employer makes up the work schedule for the next week.

4.5 Each Employee shall receive one (1) paid, uninterrupted fifteen (15) minute rest period for every four (4) hours worked. Employees working a shift of six (6) hours or more shall be entitled to request and receive one (1) unpaid, uninterrupted meal break of at least thirty (30) minutes. Employees working seven (7) hours or more shall receive two (2) paid, uninterrupted fifteen (15) minute rest periods in addition to their meal break. To the extent practicable, these rest periods shall be scheduled near the middle of each half-shift or work segment, and management will make every effort to ensure breaks remain uninterrupted to comply with state labor standards.

Employees will be permitted to combine two (2) fifteen (15) minute rest periods into one (1) thirty minute paid rest period with manager approval.

4.6 Employees shall be paid in full for all time spent in the service of the Employer. All employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis.

4.7 Work Schedule Posting Work schedule for all Employees shall be made up for a one week period. The schedule shall be posted for a one week period no later than Thursday at 3:00 p.m. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except by mutual agreement or Acts of God.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 The Employer may require employees to perform work coming under the jurisdiction of the Meat Department or require Meat Department employees to perform work under jurisdiction of the Grocery Department.

5.2 The temperature of the store shall be maintained at a level to insure the comfort of the employees and the efficient and proper operation of the business, emergencies and Acts of God **excluded**.

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

5.4 The Employer shall have the right to adjust wages of employees, provided such adjustments are made over the contract rate range, and provided further that such adjustments are made within the contract period. Quarterly, upon request from the Union, the Employer will provide a complete list of active employees and their hourly wage rate.

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

5.6 All employees shall present themselves on time, ready for work, clean and neat in appearance, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the store, the Employer or the Union.

5.7 No employee shall make any written or verbal agreement that will conflict with this Agreement.

5.8 Non-discrimination Clause: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, physical handicap, or other protected status.

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

5.10 The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging **their** duties, provided such duties do not interfere with the regular performance of his/her work for the Employer or in any way interfere with the operation of the business.

It is agreed and recognized, however, that the Employer shall give reasonable consideration to mutually agree to an adequate time to allow a steward to perform the functional responsibilities of the appointment without compensation from the Employer.

5.11 The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union labor.

5.12 Members of the Union may wear their Union button when on duty.

5.13 The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.

5.14 The Employer shall not require the employee to take a lie detector test.

5.15 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. **In cooperation with the Union and the Store's Health and Safety Committee, the Employer will develop policies and procedures for employees to follow during dangerous emergencies such as active shooter or similar situations. These policies and procedures should address such items including reporting, employee protection, evacuation plans, first aid and emergency medical response, and notification. These policies, once completed, will be provided to employees through the onboarding process and through internal store postings.**

5.16 If a physical examination or health permit is required by the Employer, the medical fee for such examinations shall be borne by the Employer.

5.17 Any employee, full-time or part-time, who serves in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit which they serve. Such employees shall give the Employer two (2) weeks' prior notice. An employee shall not be required to take military training duties as his/her earned vacation.

5.18 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States.

5.19 Labor-Management Committee: There shall be established a Labor-Management Committee which shall consist of one (1) representative from each store with an equal number of representatives from the Union. This Committee will meet twice a year, if necessary, to resolve any problems relative to the application of the Labor Agreement. The Committee shall not have authority to settle or process individual grievances or problems.

ARTICLE 6

LAUNDRY UNIFORMS

6.1 In the event the Employer requires their 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 for utility employees will be available for inclement weather. Jackets for unloading trucks will be available. Where the Employer is presently furnishing and maintaining uniforms, they shall continue to do so.

6.2 The Employer shall be entitled, as part of its store rules, to implement an appearance and dress code to be developed by the Employer. Any uniforms which the Employer requires employees to wear will be supplied, at no cost, by the employer. The Union will be supplied a copy of the policy.

ARTICLE 7

NO STRIKE - NO LOCKOUT

7.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority, shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

7.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary legal picket line or refuses to go through or work behind any primary legal picket line, including the primary legal picket line of unions party to this Agreement, and including primary legal lines at the Employer's place of business.

ARTICLE 8

PAID TIME OFF

8.1 Paid Time Off (PTO) is designed to meet the individual employee's need for personal time off. PTO may be used for **PTO**, illness, family emergencies, health, safety (ESST), dental care, personal business, and other elective absences. **This policy is intended to satisfy the requirements of the Minnesota Earned Sick and Safe Time (ESST) law.**

Full-time employees hired before July 18, 2015

Seniority	Accrual Rate (per hour paid)	Max PTO /Bank*	Accrual
Less than 1 year	0.0333	48 Hours	
1 – 6.99 years	0.0462	96 Hours	
7 – 14.99 years	0.0654	136 Hours	
15-24.99 years	0.0846	176 Hours	
25+ years	0.10385	216 Hours	

Part-time employees hired before July 18, 2015

Seniority/Status	Accrual Rate (per hour paid)	Max PTO /Bank*	Accrual

New PT (under 2,080 hrs)	0.0333	48 Hours
PT (2,080+ hrs worked)	0.0462	96 Hours
7 – 14.99 Yrs	0.0654	136 Hours
15 – 24.99 Yrs	0.0846	176 Hours
25+ Years	0.1039	216 Hours

Full-time employees hired after July 18, 2015

Seniority	Accrual Rate (per hour paid)	Max PTO /Bank* Accrual
Less than 2 years	0.0333	48 Hours
2 – 6.99 years	0.0462	96 Hours
8 – 14.99 years	0.0654	136 Hours
15+	0.0846	176 Hours

Part-time employees hired after July 18, 2015 and **Utility Employees**

Seniority/Status	Accrual Rate (per hour paid)	Max PTO /Bank* Accrual
Less than 2 years	0.0333	48 Hours
2 – 6.99 years	0.0385	80 Hours
8 – 14.99 years	0.0577	120 Hours
15+	0.0769	160 Hours

*PTO ceases accrual when the “max PTO in bank” number is reached. Accrual restarts when the balance dips below the maximum. These maximums ensure compliance with MN ESST carryover requirements. All PTO may be consecutive or nonconsecutive weeks.

8.2 Employees who quit or are laid off shall be entitled to a payout of accrued, unused PTO. **Exception:** As permitted by MN law, PTO may be forfeited if an employee is dismissed for cause (theft, violence, etc.), provided that such forfeiture does not violate minimum ESST wage protections.

8.3 **PTO** pay for employees shall be at the employee's straight-time rate.

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 (1) of those reasons counted as time worked for a period of up to two (2) months for the purpose of **PTO** computation.

8.5 **PTO** 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 **PTO** time as near as possible to the time desired by the employee that will not interfere with the operation of the business. Each employee will be notified of **their PTO** period as far in advance as practicable. The Employer reserves the right to make changes in **PTO** periods when considered advisable for efficient operation.

Where problems arise and/or those stores where mutual agreement cannot be achieved, a procedure for **PTO** selection shall be adopted as a matter of company policy. The following may be gone on **PTO** at one time: a minimum of one (1) full-time and one (1) part-time based on actual seniority within the store. An employee earns **PTO** based on time **paid**. The date or dates for taking the **PTO** and the amount of **PTO** to be taken shall be scheduled and calculated in accordance with the procedures provided in this contract.

8.6

A. Employees must request their **PTO** time by April 1st of each year. For employees making their **PTO** request by April 1st of each year, those with seniority will be given preference as to the **PTO** time they have selected. As between employees requesting the same **PTO** period after April 1st, the request of the senior employee shall prevail provided the senior employee has made the request for **PTO** dates first.

B. If employees have not made a **PTO** period selection by April 1st of each year, **PTO** will be allowed by the Employer **based on** the needs of the business. A senior employee who has not selected their **PTO** schedule by April 1st shall not have the right to displace the **PTO** schedule of a less senior employee, unless the senior employee has requested the designated **PTO** time before a junior employee claims the same **PTO** time.

C. The following examples serve as an understanding of how selection of **PTO** will occur based on time of requesting and seniority:

- i. Before April 1st if a senior and junior employee have made a request for **PTO** on the same day, the senior employee will be given the right to the **PTO**.
- ii. After April 1st if a senior and junior employee have made a request for the same **PTO** period, it is the intention of the parties that in this situation the award for **PTO** will be on a first come first served basis.

8.7 As soon as the Employer receives notice that an employee is relinquishing the time that they have selected for **PTO** schedule, the Employer shall determine if any employee has previously signed up for the relinquished **PTO** schedule. If only one employee has previously signed up for the relinquished **PTO** schedule, that employee shall be given the opportunity to select the relinquished **PTO** schedule. **Selection of relinquished PTO schedules shall be governed by seniority. If multiple employees have expressed interest in the same period, the employee with the greatest length of service will be prioritized, followed by the next most senior employee, and so forth.**

ARTICLE 9

HOLIDAYS

9.1 No full-time employees shall be required to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any calendar week in which a holiday occurs, the basic straight-time work week shall consist of thirty-two (32) hours to be worked in four (4) eight (8) hour days exclusive of the holiday. In case employees are asked to work the above-mentioned holidays, and agree voluntarily, they shall be paid holiday pay plus three dollars (\$3.00) per hour premium pay. (Part-time and Utility employees three dollars (\$3.00) per hour.)

9.2 The retail grocery stores covered by this Agreement shall close at 4:00 p.m. on Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m. on Christmas Eve.

9.3 In addition to the above-named holidays, regular full-time employees shall receive two (2) additional personal holidays with eight (8) hours straight-time pay scheduled by mutual agreement between the employee and the Employer.

9.4 In the event the Employer deems it necessary to open his/her store for business on Sundays and Holidays, no full-time employee shall be required to work such hours. Such work shall be outside the regular work week. Full-time employees who voluntarily work on Sundays or holidays shall be paid their regular rate of pay plus premium pay of three dollars (\$3.00) per hour for each such hour worked, and part-time employees shall receive three dollars (\$3.00) per hour addition to their regular hourly rate of pay for all such hours worked.

9.5 Regularly scheduled part-time employees hired before July 18, 2015 working in any holiday week, who have worked ninety (90) days for the Employer and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for an **ESST excused absence**, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours on average that they are scheduled to work per day, not to exceed eight (8) hours of straight time pay. No employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Holiday pay will not be computed in the payment of overtime for full wages.

9.6 In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article.

9.7 When a holiday occurs within a work week, the regular hours for Full-time Employees for that week shall be thirty-two (32). All time worked in excess of thirty-two (32) hours in a week in which a holiday occurs shall be paid for at one and one-half (1½) times the employee's regular rate of pay. During the week in which Christmas Eve occurs, the basic work week shall be twenty-nine (29) hours. However, when Christmas Eve falls on Sunday, the preceding basic work week will be thirty-seven (37) hours, and the following basic work week will be thirty-two (32).

9.8 Employees shall be granted time off without pay to attend Good Friday church services, if the employee so desires.

9.9 An employee who meets the previously stated qualifications provided in the preceding paragraphs of this article and the following eligibility requirements shall receive holiday pay for the above holidays.

A. The employee must work the full scheduled work day immediately before, and after such holiday, unless excused by **an ESST absence** or other legitimate reason.

B. The holiday does not fall on a day which the employee is away on a written leave of absence or on layoff.

C. The employee works on a **their scheduled**, unless excused by **an ESST absence** or other legitimate reason.

9.10 Sunday Operations: Sunday operations shall be part of the regular work and shall be included in all appropriate employee benefit computations including wage progression, minimum scheduled hours, minimum call-in hours, vacations, holiday pay, Health & Welfare and Pension.

Full Time employees shall receive their existing rate of pay and an additional three dollars (\$3.00) per hour on all hours worked on Sunday.

Part Time employees shall receive their existing rate of pay and an additional three dollars (\$3.00) per hour on all hours worked on Sunday.

ARTICLE 10

SENIORITY

10.1 DEFINITION: Seniority shall be defined as the length of continual service with the Employer while working under the jurisdiction of this Agreement.

10.2 Seniority shall prevail in regard to laying off, reduction in hours, and rehiring **by classification as provided for in Section 10.6.**

10.3 All department heads, as provided for in this Agreement, shall have super seniority.

10.4 A Full-time employee reduced in hours may (1) elect to displace a less senior full-time, or displace the **least** senior part-time employee within the store on a weekly basis. Such full-time employee must be qualified and available to perform such work in each instance.

10.5 In each instance, moreover, it is understood that an employee will not exceed eight (8) hours per day or forty (40) hours per week. In the event **there are** two (2) or more part-time employees, a **more** senior part-time employee, if qualified and available, may claim the total schedule of hours of a particular less senior employee. It is specifically understood that this is an exchange of total hours, not an add-on, and that part-time employees may not claim partial hours of another part-time employee's schedule. Such claim shall be in writing and is to be made only when there is an opening or change of schedule.

10.6 Separate seniority lists shall be established for the following seniority groups:

1. Full-time grocery employees.

2. Part-time grocery employees.

- | | |
|--------------------------------|---------------------------|
| 3. Full-time bakery employees. | 7. Meat Helpers Full Time |
| 4. Part-time bakery employees | 8. Meat Helpers Part Time |
| 5. Journeyman meat cutters | 9. Full-time deli. |
| 6. Apprentice meat cutters. | 10. Part-time deli. |

10.7 When an opening occurs for a full-time employee position other than department heads, present part-time employees shall be given the first opportunity to fill not less than 50% such openings, provided they have the skills and ability to perform the work. Part-time employees will not accrue seniority over a full-time employee, but will have seniority as far as other part-time employees are concerned. Seniority will not apply to the scheduling of hours of work of part-time employees, except as provided herein.

No part-time employee shall have his/her hours reduced in an effort to discriminate against said part-time employee. Seniority in regard to all matters other than layoff, rehire or reduction in hours shall be limited to each seniority group: (1) full-time grocery employees; (2) part-time grocery employees; (3) full-time bakery employees; (4) part-time bakery employees; (5) journeyman meat cutters; (6) apprentice meat cutters; (7) meat helpers full-time; (8) meat helpers part-time; (9) full-time deli; and (10) part-time deli.

10.8 The following full-time/part-time employee classifications shall apply for purposes of computing wage rates, seniority, and all other employee benefits:

10.8a *FortyPlus Employees.* *FortyPlus* Full-time Employees (sometimes referred to herein as "Full-time Employees") shall be any employee who averages forty (40) hours or more per week, Monday through Saturday.

10.8b There shall be two part-time employee classifications:

(i) *ThirtyPlus Employees.* A *ThirtyPlus* Part-time Employee shall be any Employee who averages less than forty (40) hours per week but thirty hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(ii) *Part-time Employees.* A Part-time employee shall be any Employee who averages less than thirty (30) hours per week Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

10.9 Previous comparable experience shall be considered for the purpose of wage rate determination. All claims by employees for prior food handling experience must be disclosed during the application process. Employers that employ employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union.

10.10 New employees whose seniority has been terminated in accordance with Section 10.11 shall obtain seniority after sixty (60) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire.

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

- A. Quits.

- B. Is discharged for cause.
- C. Fails to return to employment after lay-off and reasonable notice of recall, sent by certified mail with return receipt requested, to the employee's last known address, as provided to the Employer for its files.
- D. Is absent for any reason except military service for a period of one (1) year or more.
- E. No employee shall lose seniority because of sickness or for accident or for any other reason beyond the control of the employee subject to a one (1) year limitation.
- F. After six (6) months as a supervisory employee.

10.12 Seniority listings of all employees employed by the company in each individual town shall be posted in a conspicuous place in each store and kept current.

ARTICLE 11

WORK JURISDICTION

11.1 **GROCERY DEPARTMENT:** Shelf stocking by salespersons will be kept to a minimum consistent with food business practices to maintain proper freshness, rotation and displaying of products. Major remodeling or resetting shall not be considered as an extension of shelf stocking until two (2) weeks after the reopening or completing of resetting. New products and initial displays are excluded.

11.2 MEAT DEPARTMENT:

Head Meat Cutter - Work performed in the Meat Department, except for regular housekeeping duties, shall be performed by regular meat department employees as follows:

The Head Meat Cutter shall be a qualified meat cutter. They shall perform all duties of a journey**person** ~~man~~ in the Meat Department. Because of the greater skill and work experience that the Head Meat Cutter must possess, **they** shall, in the performance of their work, direct the movements and operations of the less skilled employees in the Meat Department.

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

Apprentice - An apprentice is a person learning all details and developing manual skills for performing, after a stated number of years of training, the duties of a journey**person** meat cutter.

11.3 It is agreed that Meat Helpers in self-service and conventional markets shall be permitted to mark, weigh, wrap, package and display merchandise for sale.

ARTICLE 12

UNION LABEL CARDS

12.1 The Union label, card or decal is the property of the Union Local No. 1189 at all times and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 13

EMPLOYMENT TERMINATION

13.1 The Employer shall be entitled to two (2) week's notice of any 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.

13.2 Any new employee shall be subject to discharge at the option of the Employer during the first sixty (60) days of employment after the last date of hire.

The probationary period may also be extended for an additional thirty (30) days (total of ninety (90) days) upon the Employer's written request with explanations for the reason for the additional thirty (30) days probationary extension and with mutual written agreement between the Employer, the Union, and the employee affected.

13.3 No new employee who has completed their probationary period shall be suspended, demoted or dismissed without just cause. If after proper investigation it is found that an employee has been disciplined unjustly, **they** shall be reinstated with full rights and compensated in full for time lost if mutually agreed to or so ordered by the board of arbitration; provided, however, that no claim for compensation for lost time shall be paid, unless the claim is presented to the Employer, in writing, within fourteen (14) calendar days after the suspension, demotion, or dismissal in question. In case of dismissal, the employee affected may request, and shall receive from the Employer, in writing, the reason for said dismissal. All warning notices must be in writing with a copy to the Union.

13.4 Reasons for discharge shall include, but not be limited to:

1. Dishonesty.
2. Incompetence.
3. Racial intolerance.
4. Failure to obey reasonable instructions or work rules not in conflict herewith.
5. Reporting to work intoxicated or drinking on the job.
6. Failure to notify Employer or managers to be excused from work.
7. Harassment / Sexual Harassment
8. Violence / Threat of violence

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE

14.1 A grievance is hereby defined as a difference arising between the Employer and the Union or Employees as to the meaning & application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such difference immediately under the following procedure by negotiations:

A.

Within ten calendar days (10) days of the alleged occurrence giving rise to the grievance the Employee affected and his department head, or between the Employee affected, a steward and the department heads may meet in an attempt to resolve the grievance.

B. If the grievance is not resolved under A. above, it shall be reduced to writing specifically listing the article(s) of the Agreement that were allegedly violated and presented to Human Resources within fifteen (15) calendar days from the date of occurrence. Within ten (10) calendar days following receipt of the grievance the parties shall schedule a meeting. The Employer shall have ten (10) calendar days to respond to the grievance in writing.

C. If the grievance is not resolved under B. above, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing and must be received by Human Resources within ten (10) calendar days of the receipt response to the grievance meeting. A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the FMCS. The parties shall alternatively strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

14.2 Authority of the Arbitrator

The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The arbitrator shall meet with the parties to the dispute, hear all evidence, and render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's

receipt of any post-hearing briefs, whichever is later. The award of the arbitrator shall be final and binding upon the Union, the Employer and individual employee filing the grievance.

14.3 Arbitration Expense

The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

14.4 Time Limits

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement.

14.5 Mediation

By mutual agreement the parties may petition for a non-binding mediation of the grievance. This may be done any time after the written Step B response up until the day of arbitration. The fees and expenses of the neutral mediator shall be borne equally by the Union and the Employer.

14.6 Executive committee

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 has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

ARTICLE 15 **HEALTH AND WELFARE AND PENSION**

15.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the agreements 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.

15.2 Full-Time Health and Welfare Contribution Rates: The Employer agrees to **pay the monthly family contribution of two thousand one hundred seventy-four dollars**

(\$2,174) and the monthly single contribution of nine hundred fifty-five dollars (\$955) starting January 1, 2026, or the first of the month following ratification. The Employer will follow the ARGA Schedule and premium shares, as well as limits required for increases: the first 8% of any increase is shared 50/50, and increases above 8% up to 12% is at the expense of the Employer, and beyond 12% is shared 50/50 by the Employer and the Employees. For Full-time Employees hired after July 18, 2015 the Employer will pay 87.5% of the difference between the Single contribution rate and the Family contribution rate upon the Employee's request for Family coverage, when eligible. Contribution rates and premium shares will remain the same for the term of this contract unless premiums reach necessary increases, at which time the shared participation formulas are necessary.

The premium share starting on **June 1, 2026** for **Full-time** Family coverage (**hired on or before July 18, 2015**) will be **\$19.00** per week and for **Full-time Single** will be **\$11.00 per week**, for the first four weeks of each month. **Full-time Family** for employees hired after July 18, 2015 will continue to pay **12.5%** of the difference between family and single premiums, which will be **\$38.09** per week.

Adjustments shall be made in the monthly contribution rate, adjustment in benefits, employee participation or employee contribution to the Area Retail Food Fund in accordance with any agreement reached in the Arrowhead Retail Grocers Alliance (Area Grocers) negotiations for the Area Grocers contract to maintain the Schedule of Benefits as it may be amended from time to time by the Trustees. Anything in the Area Grocers contract notwithstanding, covered full-time employees, other than full-time employees hired after July 18, 2015, will not be required to pay any part of the monthly insurance contribution **except for the negotiated premium shares listed above**. Except as otherwise required by applicable law, in the event a full-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any month do not exceed an average of thirty (30) hours per week, but do exceed **twenty-four** hours or more per week (**provided same are available to employee for scheduling**), the employer will make a single health and welfare fund contribution on the employee's behalf for the ensuing month.

15.3a The Employer agrees to pay the above sum for each *Forty Plus Full-time* employee working an average of forty (40) hours or more per week or more and who is on the payroll on the first day of any month, in accordance with the following rules: (1) New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following their date of employment, providing the employee has worked one (1) or more weeks of forty (40) hours or more prior to said first of the month. (2) Payment to the Fund on behalf of the employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination. (3) Full-time 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 (1) or more weeks of forty (40) hours or more prior to the first of said month.

15.3b Effective on **June 1, 2026**, the Employer agrees to pay Single coverage month contribution of **\$955.00**, less a premium share of **\$34.00** per week for the first four weeks of the month through payroll deduction for Part-time employees who qualify and elect coverage. **Part-time employees must make themselves available and must work 24 hours per week or 96/120 hours per month our use paid time to equal 96/120 hours per month or the employer does not need to make a contribution on behalf of the employees. If the employee is available and is not scheduled for at least 96/120 hours per month, a contribution will be made for eligible participating employees.**

Part-time employees and utility employees who do not average 30 hours or more per week shall not be eligible for health care coverage.

15.3c *ThirtyPlus* Part-time employees averaging 30 hours per week or more Sunday through Saturday as calculated under the Affordable Care Act (ACA) rules as adopted by the Employer shall be offered the opportunity to elect Family health care coverage in accordance with the ACA requirements and eligibility rules established by the Health & Welfare Fund Trustees. In addition to any Single health care coverage premium share paid by the part-time employee, the *ThirtyPlus* part-time employee electing Family coverage shall also pay as an additional premium share equal to 100% of the difference between the Single and Family contribution amount.

15.4 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 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 Employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

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

15.6 The Employer agrees to pay pension fund contributions of sixty cents (60¢) per hour to the Pension Fund for each hour worked by each eligible full-time or part-time employee. The contribution will begin on the employee's date of hire if the employee successfully completes the probationary period. The foregoing notwithstanding, employees currently having pension fund contributions made on their behalf at the rate of seventy five cents (75¢) per hour shall continue to have pension fund contributions made on their behalf at the 75¢/hour rate for the first 5 years of employment with Employer and thereafter the Pension fund contribution rate shall increase to one dollar and twenty-five cents (\$1.25) per hour. Employer will continue to make "non-benefit" contribution

payment to the Pension Fund in the amount of 19¢ per hour in addition to the regular pension contributions for the term of this Agreement or until the Pension Trustees determine that such payment is no longer required, whichever occurs earlier. 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 forty (40) hours' 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.

15.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable attorneys' fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge of eight percent (8%) per annum on liquidated damages. If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorneys' fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in his payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates for any claim for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one (1) occasion during any one (1) year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions, which it was obligated to make during the preceding calendar year.

Nonpayment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other Employer from his or its obligation to make required payments to the Trust Fund.

15.8 In no event shall the provisions relating to Health and Welfare Fund and Pension Fund set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

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

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

15.9 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.

ARTICLE 16

LEAVES OF ABSENCE

16.1 Employees shall be entitled to leaves as provided by FMLA or Minnesota Leave Act provisions and also written leaves of absence for the following reasons:

1. **Illness or Injury:** Illness or injury of the employee, which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the Employer of his/her whereabouts and status.

In cases of compensable injury, employees shall be granted a leave of absence for a period of up to one (1) year. Where required, two (2) six (6) month 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. **Employees Injured on the Job:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs. In no instance will the Employer be obligated to pay an employee for more than eight (8) hours.

3. **Maternity Leave:** Maternity leave under this contract shall comply with all federal and state regulations.

4. **Jury Duty:** A full-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 their jury duty pay does not equal their regular weekly pay, the Employer will make up the difference, provided the employee works such hours as **they are** 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 the Employer while serving on jury duty will be required to turn in to the Employer the jury duty pay for the period **they** served on the jury.

5. **Funeral Leave:** The Employer agrees to pay part-time and full-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 parents, stepparents, child, stepchildren, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepbrother, stepsister, grandparents, legal guardian or any relative residing with the employee or with whom the employee is residing. A maximum of four (4) days' funeral leave shall be granted in the event of a death of a spouse. A maximum of one (1) day shall be granted in the event of the death of a current sister-in-law or current brother-in-law.

6. **Military Service.** Military service by the employee will be in compliance with provisions of the Veterans' Reemployment Act.

7. **Election to the Union Office or Delegate.** Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed the term of office to which **they are he/she is** elected.

8. **Leave of 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 leave of absence.

16.2 Other leaves as per item 8 above shall run to a maximum of three (3) months for employees.

16.3 Employees on an approved leave of absence are required to notify Human Resources of any other active employment, including self-employment. This disclosure must be made within three (3) business days of the start of the leave or the commencement of the outside work.

Outside employment must be consistent with the stated reason for the leave of absence. Failure to disclose such employment, or engaging in work that contradicts the purpose of the leave, may result in a review of the leave status and/or disciplinary action, up to and including termination.

16.4 Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice of the Employer of availability for work prior to Thursday noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

16.5 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 17

APPRENTICESHIP ADVANCEMENT

17.1 The parties recognize and agree that the classification of journeyman in this Agreement requires skill, experience and ability, which can only be acquired by training and work on the job in a retail food store under the direction and supervision of an Employer. Accordingly, provision is made in this Agreement for advancement through apprenticeship classifications on the basis of actual work per calendar month for the Employer, and apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

17.2 When an Apprenticeship opening occurs, current Meat department employees shall be given the first opportunity to fill such openings, provided they have the ability and are available to perform the work. All postings must remain posted for a period of not less than seven (7) days. Employees within the seniority categories who have signed the posting and have qualifying abilities and are available will be awarded the position by seniority. If no such Meat Department employees apply, employees outside that category that are qualified and available will be allowed to apply and the position will be awarded by seniority with the employer, regardless of full-time or part-time status. If no Employee applies, the Employer is free to pick whoever it chooses to fill the vacancy.

ARTICLE 18

RATES OF PAY

18.1 Previous comparable experience shall be considered for the purpose of wage rate determination. All claims by employees for prior food handling experience must be disclosed during the application process. **No employee will be hired at a wage rate above a current employee with the equivalent experience or qualifications.** All employees of the Employer who are not checkers or stockers or managers and who work in any of the departments of the store, except the Meat Department, shall be defined as clerks.

18.2 The Employer agrees to furnish the Union a record of employment to include the date of hire, date of termination, total hours worked, and classification upon request.

18.3 All part-time employees shall be scheduled for not less than eighteen (18) hours per week unless the employee has restricted their availability to work.

18.4 The following employee classifications shall be applied for purposes of computing wage rates and employee benefits:

18.4a *FortyPlus Employees.* *FortyPlus* Full-time Employees (sometimes referred to as simply "Full-time Employees") shall be any employee who averages forty (40) hours or more per week, Monday through Saturday.

18.4b There shall be two part-time employee classifications:

(i) *ThirtyPlus Employees.* A *ThirtyPlus* Part-time Employee shall be any Employee who averages less than forty (40) hours per week but thirty hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(ii) *Part-time Employees.* A Part-time employee shall be any Employee who averages less than 30 hours per week Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

18.5 Relief grocery managers or department heads relieving for one (1) full week or more shall receive the beginning manager's or department head's base rate of pay, whichever is higher, or the next higher wage listed on the department manager's wage scale.

The employer shall specifically select and designate in writing the employee who shall act as replacement for grocery manager or department head in any department where the manager or department head is absent for one (1) full week or more. Seniority shall be a consideration but not the determining factor in selecting the replacement and the employer shall also consider the qualifications and ability to serve when selecting and designating the replacement.

18.6 Time for part-time progression is to be computed by counting all hours the employee works. Employees shall be paid in full for all the time spent in the service of the Employer.

18.7 A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on a discriminatory basis. If an employee is transferred to another store, one (1) week's notice will be given.

18.8 Where practicable to do so, a full-time employee shall be replaced by a full-time employee.

18.9 The Employer does not have to have an employee in these classifications where an employee is not assigned or does not perform the total duties of the classification.

18.10 A part-time employee advanced to permanent full-time will have 2,080 hours subtracted from his/her total hours and placed in the appropriate full-time bracket with 2,080 hours equal to one (1) year's experience.

ARTICLE 19
COLLECTIVE BARGAINING

19.1 This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargaining collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

1. As to grievances.
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if required to do so by the Union.
3. If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit.
4. As expressly provided herein.

ARTICLE 20
SEPARABILITY

20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota or Wisconsin law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

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

ARTICLE 21
TECHNOLOGICAL CHANGE

21.1 A. The Union recognizes the need of improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods (subject to the provisions in paragraph "B" below), in suggesting improved methods and in the education of its members on the necessity for changes and improvements.

B. In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet

the Union to discuss the implementation of such changes before putting such changes into effect.

ARTICLE 22

RETROACTIVITY

22.1 The rates of pay and wage agreement shown in Appendix "A" shall be put into effect on the date of execution and shall be effective as shown in said Appendix "A".

ARTICLE 23

LAYOFF

23.1 Volunteer Process for Layoff: The Employer will advise the Union 30 days in advance of any actual or proposed layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any layoffs. The Employer shall seek volunteers to accomplish the necessary layoff. The process shall be based upon seniority by asking the most senior employee first.

Layoff: The Employer will advise the Union 30 days in advance of any actual or proposed layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any layoffs. The Employer shall layoff starting with the least senior part-time employee within the affected department.

Recall of Laid off Employees: Employees affected by a layoff are eligible for recall to the same department from which they were laid off until the earliest occur to the following:

- A. Until one (1) year following the date of layoff.
- B. Until recalled or refusing a recall to the same department.

The Employer shall maintain a recall list of laid off employees and the department from which they were laid off. Employees recalled must be available to report for scheduled shifts no later than fourteen (14) workdays following the Employer's notice of recall.

ARTICLE 24
TERM OF AGREEMENT

THIS AGREEMENT shall supersede and replace all previous Agreements between the parties hereto and shall be in effect from **July 14, 2025** through **July 17, 2028**, inclusive, and shall remain in effect from year to year thereafter, unless either party notifies the other party, in writing, at least sixty (60) days prior to the annual expiration date of their intention to change, modify or terminate this Agreement.

Dated this 30th day of September, 2026.

FOR THE EMPLOYER:

Int'l Falls Super One Foods
International Falls, MN

By: Theresa Severance
Theresa Severance, HR Director

FOR THE UNION:

United Food and Commercial
Workers Union, Local 1189

By: Stacy Spexet
Stacy Spexet, Union Representative

APPENDIX "A" WAGES

Grocery

Assistant Store Manager	7/12/2026	7/11/2027	7/9/2028
Produce/Deli/Frozen Dairy/Bakery			
Start	\$19.86	\$20.35	\$20.81
6 months	\$20.41	\$20.92	\$21.40
12 Months	\$21.39	\$21.93	\$22.42
18 months	\$21.99	\$22.54	\$23.05
24 months	\$24.05	\$24.65	\$25.21
Over Rate employees	\$1.00	\$0.80	\$0.80

Part -time Bookkeeper

	7/12/2026	7/11/2027	7/9/2028
Start	\$15.45	\$15.84	\$16.19
6 months	\$16.22	\$16.63	\$17.00
12 Months	\$17.00	\$17.42	\$17.81
18 Months	\$17.77	\$18.21	\$18.62
24 Months	\$18.54	\$19.00	\$19.43
Over Rate employees	\$0.60	\$0.60	\$0.55

Full time Grocery

Includes Grocery/Produce/Frozen

Dairy	7/12/2026	7/11/2027	7/9/2028
Start	\$15.71	\$16.10	\$16.46
12 Months	\$16.48	\$16.89	\$17.27
24 Months	\$17.25	\$17.68	\$18.08
36 Months	\$17.77	\$18.21	\$18.62
48 Months	\$18.54	\$19.00	\$19.43
60 Months	\$19.31	\$19.80	\$20.24
Over Rate employees	\$0.90	\$0.80	\$0.70

Full time Bakery /Deli

	7/12/2026	7/11/2027	7/9/2028
Start	\$14.63	\$14.99	\$15.33
After 6 Months	\$15.14	\$15.52	\$15.87
After 12 Months	\$15.66	\$16.05	\$16.41
After 18 Months	\$16.38	\$16.79	\$17.16
After 24 Months	\$16.89	\$17.31	\$17.70
After 30 Months	\$17.51	\$17.95	\$18.35
After 36 Months	\$18.03	\$18.48	\$18.89
Over Rate employees	\$1.00	\$0.80	\$0.80

Part time Grocery/Produce/Frozen Dairy/ Bakery/Deli	7/12/2026	7/11/2027	7/9/2028
Start	\$14.11	\$14.46	\$14.79
After 1040 Hours	\$14.78	\$15.15	\$15.49
After 2080 hours	\$15.04	\$15.41	\$15.76
After 3120 Hours	\$15.30	\$15.68	\$16.03
After 4160 Hour	\$15.55	\$15.94	\$16.30
After 5200 Hours	\$16.12	\$16.52	\$16.89
After 6240 Hours	\$16.69	\$17.10	\$17.49
After 7280 Hours	\$17.20	\$17.63	\$18.03
After 8320 Hour	\$17.77	\$18.21	\$18.62
After 9360 Hours	\$18.33	\$18.79	\$19.22
Over Rate employees	\$0.70	\$0.70	\$0.70
Utility	\$13.50	\$13.50	\$13.50
Over Rate employees	\$0.50	\$0.50	\$0.50
Meat Department	7/12/2026	7/11/2027	7/9/2028
Meat Department Manager	\$28.61	\$29.33	\$29.99
Over Rate employees	\$1.00	\$0.90	\$0.80
Journeyman	\$27.24	\$27.92	\$28.55
Over Rate employees	\$0.90	\$0.80	\$0.70
Apprentice	7/12/2026	7/11/2027	7/9/2028
0-1040 Hours	\$14.94	\$15.31	\$15.65
1041-2080 Hours	\$15.71	\$16.10	\$16.46
2081-3120 hours	\$16.48	\$16.89	\$17.27
3121 -4160 Hours	\$17.20	\$17.63	\$18.03
4160-5200 Hours	\$17.92	\$18.37	\$18.78
5201 - 7280 Hours	\$18.54	\$19.00	\$19.43
Move to Journeyman Rate			
Full time Meat Helper	7/12/2026	7/11/2027	7/9/2028
0-12 Months	\$14.94	\$15.31	\$15.65
12 to 24 Months	\$15.45	\$15.84	\$16.19
25 to 36 Months	\$16.69	\$17.10	\$17.49
37 to 48 Months	\$17.72	\$18.16	\$18.57
49 to 60 months	\$19.11	\$19.58	\$20.02
Over Rate employees	\$0.70	\$0.60	\$0.60

Part time Meat Helper	7/12/2026	7/11/2027	7/9/2028
0-12 Months	\$14.11	\$14.46	\$14.79
12 to 24 Months	\$14.78	\$15.15	\$15.49
25 to 36 Months	\$15.04	\$15.41	\$15.76
37 to 48 Months	\$15.30	\$15.68	\$16.03
49 to 60 months	\$16.12	\$16.52	\$16.89
Over Rate employees	\$0.60	\$0.60	\$0.55

* “Over rate employees” are those employees who are either at the top rate of their classification at the beginning of the contract term or reach the top rate of their classification during the term of the contract.

All employees doing night work shall receive a thirty cent (\$.30) per hour premium over and above the regular hourly rate. The night premium of thirty cents (\$.30) per hour will be paid to all employees working between the hours of midnight and 7:00 a.m., provided such employees are scheduled to start work prior to 5:00a.m. The night premium of thirty cents (\$.30) per hour will also be paid to any employee who has the majority of his/her scheduled work hours between midnight and 7:00 a.m.

Incorporation of the Transition Agreement dated April 30, 2012

The Transition Agreement between Miner's Incorporated d/b/a Super One Foods and United Food & Commercial Workers Local 1189 dated April 30, 2012 (a copy of which is attached hereto) is hereby incorporated into the collective bargaining agreement by reference.

For the Union

For the Employer

Date

Date

MEMORANDUM OF UNDERSTANDING BETWEEN

MINER'S, Inc., EMPLOYER
AND
LOCAL NO. 1189 WITH UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO (f/k/a LOCAL NO. 1116)

MINER'S, Inc., the Employer, and Local No. 1189 with United Food and Commercial Workers International Union, AFL-CIO (formerly, Local No. 1116), 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 affirmatively adopts the Rehabilitation Plan and agrees to a contribution option. The Employer must either:

(1) adopt the Rehabilitation Plan along with a contribution schedule by executing this MOU on or before May 22, 2019, or

(2) not adopt the Rehabilitation Plan and be subject to contribution surcharges, and also further be subject to the Default Schedule if Employer does not agree to one of the schedules within 180 days of the expiration of its collective bargaining agreement.

In light of this information, and as more fully set forth below, Employer, by signing this Memorandum of Understanding, adopts the Rehabilitation Plan. In addition, Employer further elects 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
☐	Alternative One - Benefiting	Increase contribution rate by \$0.29 per hour	January 1, 2020
☐	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
☒	Alternative Three - Limited Benefiting	Increase contribution rate by \$0.20 per hour	January 1, 2020
☐	Default Schedule* - Non-Benefiting	Increase contribution rate by \$0.20 per hour	January 1, 2020

*If Employer signs this MOU, but does not check any of the above boxes, Employer is deemed to have selected the Default Schedule.

MORE DETAILED DESCRIPTION OF SCHEDULE OPTIONS IN THE REHABILITATION PLAN

Alternative Schedule One

A. Employer Contributions. Contributing Employers are required to make increased contributions to the Pension Plan in the amount of \$0.29 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting.

B. Effect on Benefits. Adoption of Alternative Schedule One will result in an increase in the future benefits available to Plan participants who are covered by the collective bargaining agreement which adopts it. The benefit increase is commensurate with the increase in employer contributions to the Plan called for by Alternative Schedule One, because the increased contribution will be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month.

Alternative Schedule Two

A. Employer Contributions. Contributing Employers are required to make increased contributions to the Pension Plan in the amounts specified in the table below:

Date of First Increased Contribution	Amount of Contribution Increase
January 1, 2020	\$0.10 per hour
January 1, 2021	\$0.12 per hour
January 1, 2022	\$0.14 per hour

The contribution increases called for by the above table are cumulative. For example, as of January 1, 2022, the cumulative increased contribution will be \$0.36 per hour. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting.

B. Effect on Benefits. Adoption of Alternative Schedule Two will result in an increase in the future benefits available to Plan participants who are covered by the collective bargaining agreement which adopts it. The benefit increases are commensurate with the increases in employer contributions to the Plan called for by Alternative Schedule Two, because the increased contributions will be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month. The increases in benefits will occur as the increases in contributions take effect.

Alternative Schedule Three

A. Employer Contributions. Contributing Employers are required to make increased contributions to the Pension Plan in the amount of \$0.20 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting. The increased contribution required by Alternative Schedule Three will also be non-benefiting except as determined by Paragraph B below.

B. Effect on Benefits. Adoption of Alternative Schedule Three will not result in an immediate increase in the future benefits available to Plan participants. However, the increased contribution

called for by Paragraph A above will become benefiting for future benefit accruals, effective on January 1st of the first Plan Year as to which the Plan actuary certifies the Plan as being in neither endangered or critical status (sometimes referred to as the "green zone") and, further, that causing the increased contribution to be benefiting will not cause the Plan to fall out of the green zone. The benefit increase then occurring will be commensurate with the increase in employer contributions to the Plan called for by Alternative Schedule Three, because the increased contribution will then be subject to the Plan's benefit formula which provides a benefit of one percent (1%) of employer contributions per month.

Default Schedule

The Plan was subject to a previous Rehabilitation Plan, effective November 27, 2010, which had the effect of reducing future accruals and other benefits to the maximum extent of the law. For that reason, the Default Schedule implements only contribution increases necessary for the Plan to emerge from critical status.

A. Employer Contributions. Contributing Employers are required to make increased contributions to the Pension Plan in the amount of \$0.20 per hour beginning January 1, 2020. Employer contributions that were in effect under the predecessor collective bargaining will remain in effect and those contributions that were previously not subject to the benefit formula will remain non-benefiting. The increased contribution required by the Default Schedule will also be non-benefiting.

B. Effect on Benefits. Adoption of the Default Schedule will not affect future benefits available to Plan participants

EMPLOYER'S RECOGNITION THAT FAILURE TO ADOPT REHABILITATION PLAN WILL RESULT IN SURCHARGES

Employer recognizes that if it does not execute this MOU on or before May 10, 2019, that the following surcharges, as required by the Pension Protection Act, will apply:

- 5% of the contribution for hour worked from May 10, 2019 through December 31, 2019 (or, if earlier, when the MOU is adopted).
- 10% of the contributions for hours worked on and after January 1, 2020 until a satisfactory MOU is adopted.

Employer further recognizes that this Surcharge cannot be waived and non-payment by an Employer must be treated as a violation of federal law and is subject to liquidated damages and interest charges.

EMPLOYER'S RECOGNITION THAT DEFAULT SCHEDULE MAY BE IMPOSED

If a collective bargaining agreement providing for contributions to the Fund that was in effect on January 1, 2019 expires, and after receiving the Default Schedule, the bargaining parties fail to adopt it, the Default Schedule will be implemented automatically 180 days after the date on which the collective bargaining agreement expires.

EMPLOYER'S RECOGNITION THAT REHABILITATION PLAN MAY BE AMENDED

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

Dated: 5 22 2019

MING'S, INC
[Insert Employer Name]

Lloyd R. Hanson
By: Lloyd R. Hanson
Its Director of HR

Dated: 5/24-2019

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

Alton P. Pardo
By: Alton Pardo
Its Union Representative