

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

MEAT BARGAINING UNIT

And

ASHLAND SUPER ONE FOODS



February 9, 2020 to February 11, 2023

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THIS AGREEMENT is entered into and is effective the 5th day of February, 2017 between ASHLAND SUPER ONE FOODS, hereinafter referred to as the Employer, and the United Food & Commercial Workers Local #1189, hereinafter referred to as the Union.

ARTICLE 1 UNION SHOP

1.1 The Union shall be the sole collective bargaining agent for all Employees working in the classifications covered by this Agreement for the purpose of collective bargaining with the Employer. There shall be no discrimination against any Employee for Union activity.

1.2 All work performed in the Meat Department will be done by employees in the bargaining unit, except store managers, store supervisors, owner's, owner's children or owner's spouses shall be permitted to work in the Meat Department. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms, and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale. The pricing of all meat products shall be done on the premises.

1.3 The current industry practice of preparing retail cuts of fresh or frozen meat for sale shall continue to be done by employees in the bargaining unit. The Employer shall be permitted to merchandise block ready beef, primal and sub-primal cuts.

1.4 In the event the contract with the Retail Area Grocers in Northern Minnesota-Wisconsin provides for different arrangements on the pricing or preparation of meat products, the Employer may elect to adopt such practices as a part of this contract.

1.5 The Employer agrees to deduct Union dues and Initiation fees from the wages of the Employees in the bargaining unit who provide the Employer with a voluntary written authorization.

1.6 The deduction of the Union dues shall be done weekly and shall be forwarded to the Union as a monthly transmittal. In the event no wages are due the Employee, or are insufficient to cover the required deduction, the deduction for such month shall be made in the succeeding month and forwarded to the Union.

1.7 The Employer agrees to furnish to the Union, within a reasonable period of time during each month, a list of Employees hired during the previous month, such list to include the following information: The Employee's name, residence address, rate of pay, store location, date of employment, and classification.

1.8 The Employer also agrees to notify the Union of terminated Employees and the date of termination within a reasonable period of time following termination.

1.9 When requested by the Employer to do so, the Union agrees to provide the Employer with suitable forms for providing the new and terminated Employee information described above. All materials relative to dues check-off, new hires, and related items shall be included on one form to be furnished by the Union.

1.10 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.

1.11 Should the Union negotiate any term, provision or condition of a collective bargaining agreement with an Employer competitor to the Employer signatory hereto, then the Employer signatory hereto shall, at its election be able to adopt such term, provision or condition as a term, provision or condition of its contract. If a term, provision or condition already exists in this contract, then the other term, provision or condition which is, in the opinion of the Employer, more beneficial to the Employer signatory hereto, it shall be substituted therefore. If such term, provision or condition of a competing Employer does not appear in this contract, then it shall be added to this contract the same as if it were originally contained herein.

ARTICLE 2 HOURS & OVERTIME

2.1 Forty (40) hours to be worked in any five (5) days shall constitute a regular workweek. The daily hours to be worked shall be set upon a regular schedule.

Time and one-half (1½) shall be paid for:

- (A) All work performed in excess of eight (8) hours in any one day.
- (B) All work performed in excess of forty (40) hours in any one week.
- (C) All work performed on the sixth (6th) day in any one week.
- (D) All work performed on the fifth (5th) day in any one week in which a Holiday occurs, (unless Sunday or Holiday premium had been paid for one of the five days), Sunday work shall be in addition to the forty (40) hour workweek.

Employees scheduled to work on Sundays shall be paid time and one-half (1½) for all hours worked on Sunday.

Employees hired after 1-1-92 will not receive the time and one-half Sunday rate, but will instead receive a two-dollar (\$2.00) per hour Sunday premium rate of pay.

Employees hired after 2/2/08 will receive a one dollar (\$1.00) per hour Sunday premium rate of pay.

When possible and practicable, no Employee will be scheduled to work two consecutive Sundays.

Sunday hours worked by regular full-time employees shall be included for purposes of calculating full-time Health and Welfare contributions. Sunday hours shall not be counted to determine Full or Par-time Employee status. Sunday hours shall be included in all other appropriate employee benefit computations including wage progression, vacations, holiday pay, and pension.

All Employees shall be paid fifty (.50) cents per hour in addition to their regular hourly rate of pay, for work performed between 10:00 P.M. & 7:00 A.M., provided fifty (50%) per cent or more of the Employee's shift falls between the hours stated above.

2.2 All time worked shall be consecutive, except that one (1) hour shall be allowed for each meal period if the Employee works more than four (4) hours, lunch to be scheduled as near as possible to mid-shift. No Employee shall be scheduled to work in excess of five (5) hours without a meal period. No Employee shall be scheduled to work a split shift.

2.3 When called to work, a Full-time Employee, if available, shall receive a minimum of four (4) hours of work or pay; Part-time Employees, three (3) hours if the store is open for business and two (2) hours if the store is not open for business.

Work schedules for all regular Employees, whether Part-time or Full-time, shall be posted for the following two (2) weeks no later than Friday at 6:00 PM, the preceding week.

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

2.4 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 to work or prior to the time the Employer makes up his schedule for the next week.

2.5 All Full-time Employees shall be entitled to a rest period of fifteen (15) minutes in the forenoon and afternoon of each day, for which they shall be compensated at their regular rate of pay.

Part-time Employees working more than a four (4) hour consecutive shift shall be entitled to a rest period of fifteen (15) minutes. Employees are required to punch in and out.

ARTICLE 3 MISCELLANEOUS PROVISIONS

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

3.2 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 shop, the Employer, or the Union.

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

3.4 Only Employees of the Meat Department, Meat Supervisors, store managers, owners, their children or their spouses, shall be allowed to handle meat and meat products originally sold in the Meat Department, except as provided herein. The Store may use a ~~store supervisor~~ **Store Employee** to stock fresh meat products and ad items from the meat cooler as necessary if a meat department employee is not available and no meat department employee has been reduced in hours.

3.5 Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.

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

3.7 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.

3.8 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, sexual orientation, gender identity, or natural origin, age or physical handicap.

3.9 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.

3.10 A bulletin board or space shall be provided exclusively for Union materials.

3.11 Employees must notify the employer in advance in accordance with the store call-in policy when they will not be available for work.

**ARTICLE 4
LAUNDRY & TOOLS**

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

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.

**ARTICLE 5
NO STRIKE NO LOCKOUT**

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

**ARTICLE 6
APPRENTICESHIP**

6.1 Apprentices shall be allowed in the markets on the following basis: One (1) apprentice to a shop employing two (2) Journeymen or fraction thereof, and thereafter one (1) Apprentice to two (2) additional Journeymen.

6.2 An Apprentice shall be classified a Journeyman upon completion of three and one-half (3½) years of training. If in the opinion of the employer, the Apprentices skills and ability are adequate to advance, the Apprentice may advance to Journeyman status sooner, as determined by the employer.

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

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

Any Employee successfully completing the apprenticeship program will have seniority established in the Journeyman classification as of the date , they became an apprentice and will hold seniority rights for purposes of layoff, recall, and reduction of hours in accordance with the terms of the collective bargaining agreement.

**ARTICLE 7
JOB DESCRIPTION**

HEAD MEAT CUTTER

The Head Meat Cutter shall be a qualified Meat Cutter. He shall perform all duties of a Journeyman in the Meat Department.

Because of the greater skill and work experience that the Head Meat Cutter must possess, he shall in the performance of his work direct the movements and operations of the less skilled Employees in the Meat Department.

JOURNEYMAN

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

APPRENTICE

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

MEAT WRAPPERS

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

**ARTICLE 8
VACATIONS**

8.1

<u>Full-time Employees</u>	<u>Part-time Employees</u>
1 week after 1 year	1 week after 1 year
<u>2 weeks after 3 years</u>	<u>2 weeks after 3 years</u>
3 weeks after 8 years	3 weeks after 8 years
<u>4 Weeks after 15 years</u>	<u>4 weeks after 15 years</u>

8.2 An Employee with more than one (1) year continuous service who leaves the services of the Employer shall be entitled to a pro-rated vacation unless discharged for cause. 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 monthly.

Part-time Employees hired after 1-15-95 working under thirty-two (32) hours per week shall be entitled to vacation of one (1) week with pay after the first year, and two (2) weeks after the fifth year, their pay to be based on the average number of hours worked on a weekly basis during the year. Part-time Employees, in order to qualify for vacation must have worked one (1) year.

Part-time Employees hired after February 7, 2015 averaging less than 18 hours per week shall not be entitled to vacation pay.

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

8.4 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.

8.5 Vacation shall, as far as possible, be granted for the period preferred by the Employee but should the vacation time requested by the Employee interfere with the operation of the business, the Employer and Employee will mutually arrange a vacation time as near as possible to the time desired by the Employee that will not interfere with the operation of the business.

Vacation Signup. A vacation sign up schedule shall be posted the first banking day following January 1st of each year. The Employer shall grant such request unless there is a justifiable reason to deny such request. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior employee notified the employer of their requested vacation dates in writing prior to March 1st of each year. After March 1st, vacation dates shall be scheduled on a first come-first served basis without regard to seniority and not subject to bumping.

The Company 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.

In each store, the following may be on vacation at any one time: a minimum of one (1) Full-time grocery Employee; one (1) Part-time grocery Employee; one (1) Meat department Employee.

In no instance may more than one department head (other than one Grocery Department Head and one Meat Department Head) be on vacation at the same time.

8.6 As to Full-time Employees, after ninety (90) days absence, vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary), provided the Employee has worked six (6) months or more since his last anniversary date and has a minimum of one (1) year seniority.

ARTICLE 9 HOLIDAYS

9.1 Employees may be required to work on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Employer shall not be required to schedule Full-time Employees on the recognized Holidays.

9.2 Current Full-time Employees, hired prior to 1-15-95, shall receive eight (8) hours straight time pay for the above mentioned days in addition to double time pay for working that Holiday, if the Employees have worked during the Holiday week their scheduled day before and their scheduled day after the Holiday, except for bona fide illness; as provided in Article 2, paragraph 2.1.

New Full-time hires after 1-15-95, shall receive eight (8) hours straight time pay for the above mentioned days. If such new hires work the above-mentioned Holiday, they shall receive the time and one half (1½) rate for working the above Holidays.

Full-time Employees hired after 2/2/08 shall receive a one dollar (\$1.00) per hour premium pay when working any of the above mentioned holidays.

When possible and practicable, no Employee will be scheduled to work two consecutive holidays.

Part-time Employees shall receive a two dollar (\$2.00) per hour premium when working any of the above mentioned holidays.

Part-time Employees hired after to 2/2/08 shall receive a one dollar (\$1.00) per hour premium when working any of the above mentioned holidays.

9.3 Regularly scheduled Part-time Employees, working any Holiday week, who have worked six (6) months for the Employer and have worked their last scheduled day before and their first scheduled day after a Holiday, except for bona fide illness, shall be entitled to Holiday pay in addition to their regular pay for working that Holiday.

Holiday pay shall be four (4) hours of pay for Part-time Employees averaging between sixteen (16) and twenty four (24) hours per week over the previous six (6) weeks, five (5) hours of pay

for Part-time Employees averaging between twenty four (24) and twenty eight (28) hours per week, and six (6) hours of pay for Part-time Employees averaging over twenty eight (28) hours per week. Holiday pay will not be computed in the payment of overtime or full time wages.

Part-time employees hired after 12/31/2014 shall not receive holiday pay.

9.4 Effective January 1st, 1992, all Employees who have been employed for one (1) year or more, shall be entitled to one (1) paid personal holiday per anniversary year. All Employees with three (3) or more years of continuous service shall receive two (2) paid personal holidays per anniversary year. Employees shall qualify for their personal holiday on their anniversary date of each year. Personal holidays shall be taken on a day mutually agreeable to the Employee and Employer.

Part-time Employees hired after February 7, 2015 averaging less than 18 hours per week shall not be entitled to personal holidays.

9.5 When any Holiday listed in 9.1 falls on a Sunday, the Holiday will be observed on that Sunday and the appropriate premiums paid for that day will follow the Holiday schedule and not the Sunday Schedule.

ARTICLE 10 SENIORITY

10.1 Seniority shall be defined as the length of continuous service with an Employer while working under the jurisdiction of this Agreement.

Seniority shall prevail (for Employees working thirty two (32) hours or more per week) in regards to layoff and rehiring, providing the Employee is qualified to do the work available. The seniority of an Apprentice, even though he has been employed first, shall not prevail over the seniority of a Journeyman at any time.

10.2 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 shall be automatically extended for a thirty (30) day period upon the written request of the Employer. New Employees, or Employees whose seniority has been terminated in accordance with this Agreement, shall obtain seniority at the applicable time pursuant to the above provisions at which time the seniority shall take effect and date back to the Employee's last date of hire.

This probationary period may be extended upon the Employer's request by mutual agreement between the Employer and the Union. Seniority shall be separate as between two groups: Journeymen and Apprentices shall constitute one group; Meat Wrappers shall constitute the second group. No Employee shall lose seniority because of sickness, accident or for any reason beyond the control of the Employee. Seniority shall apply separately to the stores located in each of the individual towns covered by this Agreement. Part-time Employees who become available for permanent Full-time employment will be given preference in filling

permanent positions, provided the Employee is qualified in the opinion of the Employer to do the work available. Part-time Employees will not accrue seniority over a Full-time Employee, but will have seniority as far as other Part-time Employees are concerned for the purpose of layoff and rehire only in each individual store. Seniority will not apply to the scheduling of hours of work of Part-time Employees. No Part-time Employee shall have his hours cut in an effort to discriminate against said Part-time Employee.

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

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

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

ARTICLE 11 DEFINITION OF FULL TIME & PART TIME EMPLOYEES

Full-time Employees shall be Employees who work thirty two (32) hours or more per week.

Part-time Employees shall be Employees who work less than thirty two (32) hours per week.

ARTICLE 12 AGREEMENT VIOLATIONS

All violations for back pay or loss of wages arising out of this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period, the claim shall be barred.

The Employer shall not be required to pay back pay on grievances for more than a sixty (60) day period prior to the filing of the grievance.

ARTICLE 13 UNION MARKET CARDS

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

ARTICLE 14 ARBITRATION

14.1 Should a difference arise between the Employer and the Union or Employees as to the meaning & 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. Between the Employee affected and his department head, or between the Employee affected, a steward and the department head.
- B. By the steward and a representative of the Union and an executive of the Employer, at which time either party may call in an outside neutral mediator. Upon such request, the parties shall submit the matter in dispute to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation will be used for mediation.
- C. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) days after the reduction in writing in the manner hereinabove provided, the matter may be referred by either party within three (3) days to binding arbitration. A neutral arbitrator shall be appointed as follows:

The party requesting 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.

14.2 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.

14.3 The entire matter in controversy as aforesaid shall be referred to the neutral arbitrator for disposition and the decision of the arbitrator shall be binding upon the Union, Employee and Employer. However, the arbitrator shall not have the power to add to or modify any of the terms or conditions of this Agreement.

14.4 Should any expense be involved for the service of the above mentioned arbitrator, such expense shall be borne equally by the Employer and the Union.

14.5 All grievances must be submitted within ten (10) days of their occurrence to receive consideration or they are barred.

ARTICLE 15 DISMISSAL

15.1 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 shall be automatically extended for a thirty (30) day period upon the written request of the Employer.

15.2 No Employee shall be suspended, demoted, or dismissed without sufficient cause. If, after proper investigation, it is found that an Employee has been disciplined unjustly, he or she shall be reinstated with full rights and compensated in full for time lost, if so ordered by the Board of Arbitration.

Provided however, that no claim for compensation for time lost shall be paid unless the claim is presented to the Employer in writing within ten (10) calendar days after the suspension, demotion or dismissal in question. In case of a dismissal, the Employee affected may request, and shall receive from the Employer, in writing, the reason for said dismissal.

The Employer and the Union agree that Employees shall not make derogatory statements regarding the Company to the public while on duty. Employees that violate this clause shall be subject to discipline.

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

1. Dishonesty
2. Incompetence
3. Racial Intolerance
4. Failure to obey reasonable instructions not in conflict herewith.
5. Reporting to work intoxicated or under the influence of drugs.
6. Failure to notify Employer or managers to be excused from work.
7. Harassment/Sexual Harassment
8. Absence without a reasonable excuse
9. Unlawful activity on the Company premises (including Employer's parking lot
10. Violation of an established work rule

15.4 The Employer shall be entitled to two (2) weeks' notice of an Employee's intention to quit. Failure to give full notice of intention to quit will result in loss of pro-rated vacation pay.

The Employer shall give the Union and the Employee affected one (1) week's, (seven (7) calendar days) notice of termination of employment where the Employer is terminating his business or selling the same.

15.5 The Employer shall not discharge nor suspend any Employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such Employee to the Employee in writing, and a copy of the same to the Union.

No warning notice need be given to an Employee where he is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, willful insubordination, willful destruction of property, harassment/sexual harassment, fighting or threatening violence. In addition, no warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. All discharges must be by proper written notice to the Employee and the Union affected. Any Employee may request, in writing, an investigation as to his discharge or suspension.

Should such investigation prove that an injustice has been done an Employee, he shall be reinstated and compensated at not to exceed his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.

ARTICLE 16 HEALTH AND WELFARE AND PENSION

16.1 A. 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 United Food and Commercial Workers 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.

B. For purposes of health and welfare only, following employee categories shall apply:

(1) *FortyPlus* Employees. *FortyPlus* Full-time employees shall be any employee who works forty(40) hours or more per week and works those scheduled hours for five consecutive weeks. Part-time employees shall be any employee who works less than forty (40) hours per week.

(2) *ThirtyPlus* Employees. *ThirtyPlus* Part-time Employees shall be any employee who works 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.

(3) *New Part-time Employees*. *New Part-time Employees* are a part-time employee who averages less than 30 hours per week Sunday through Saturday.

C. Health coverage contributions by employee category described in above:

(1) Current *FortyPlus* Employees – The Employer shall pay 100% of the monthly health coverage contribution described in paragraph 16.2 below with no employee paid “premium-share”.

(2) *New FortyPlus* Employees - For *FortyPlus* Employees hired after February 8, 2015, the Employer shall make the full contribution for Single coverage described in paragraph 16.2 below for the Employee. 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.

Effective August 1, 2017 the Employer will pay 87.5% of the difference between the Single contribution rate and the Family contribution rate for all *FortyPlus* employees based on the Employee’s request for Family coverage.

(3) *ThirtyPlus* Employees – If employee elects health coverage the Employer shall pay the monthly single health coverage contribution described in paragraph 16.2 below less a “minimum wage premium-share” to be paid by the employee through a payroll deduction.

(4) *New Part-time Employees* – *New Part-time Employees* are not eligible for Employer provided health coverage.

16.2 The Employer agrees to continue to pay the following monthly Family contributions for each Full Time Employee with one (1) or more dependents, working an average of thirty two (32) hours per week or more, to the Health and Welfare Fund, beginning with the date of this Agreement:

Effective Date	Amount
January 1, 2020	\$1,650/mo
January 1, 2021	\$1675/mo
January 1, 2022	As determined by the Trustees For the remainder of the contract term, less any premium share

The Employer agrees to continue to pay the following monthly Single contributions for each Part Time Employee:

Effective Date	Amount
January 1, 2020	\$670
January 1, 2021	\$690
January 1 2022	As determined by the Trustees For the remainder of the contract term, less any premium share

The Employer will continue to pay for Single Coverage for all Full Time Employees who have no dependents. Where both Spouses work Full Time for the same Employer, the Employer will pay one Family contribution (subject to the appropriate election and applicable co-pay, if any) and one Single contribution. The Family contribution will apply to the Spouse with the later hire date. Change of status to determine future coverage level. If Family coverage Employee loses Family coverage then Single covered Employee will change to Family coverage.

The premium share for *ThirtyPlus Employees* shall increase to \$28 \$29 per week effective April 1, 2020, \$30.00 per week, starting January 1, 2012 and \$31.00 per week starting January 1, 2022. Premium share will to be paid through a payroll deduction paid 4 weeks each month. Premium share will be applied to the contribution rates described above. Health coverage subject to a premium share is optional and employee must elect to accept or waive coverage.

16.3 The Employer agrees to pay the agreed upon amount for each Employee who has attained seniority and is on the payroll on the first of any month in accordance with the following rules:

- (1) New Full-time Employees hired shall have payment made on their behalf by the Employer commencing the first of the month following employment. New *ThirtyPlus* Employees shall have payment made on their behalf by the Employer commencing the first of the month following seven (7) months 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.
- (3) Employees returning to work or reinstated following an absence from work shall have payments made on their behalf on the first of the month following their return to work, providing the Employee has worked one or more scheduled weeks.

16.4 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 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) months 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 the Employer after the respective date that contributions by the Employer 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.

The foregoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling twelve (12)-month eligibility period for additional FMLA and coverage under this paragraph.

16.5 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.

16.6 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all Employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable 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 of eight per cent (8%) per annum on the payments and 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 attorney's fees. In addition to the provisions as herein set forth, any Employer who is delinquent in its payments to the Trust Fund shall make such Employer primarily liable and responsible to its Employees or Employees' estates for any claim for benefits accruing to such Employees or Employees' estates which would otherwise be due such Employees or Employees' estates under the administration of this Trust Fund.

The payment of any and all claims shall not operate to relieve the Employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

16.7 In no event shall the provisions relating to the 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.

16.8 The Employer agrees that during the term of this Agreement the Employer shall make such contributions prospectively only and only upon written communication from the Trustees or Administrator as may be required by the Trustees for the applicable increase required for the respective fund for each year. This language relative to automatic increases applies only to the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund.

PENSION

16.9 For the purpose of this section, "hours worked" shall mean all hours not in excess of forty (40) in any one week by any Full-time Employee, and shall include, pursuant to said forty (40) hour limitation, any holiday or vacation time for which any said Employee of the Employer is entitled to pay under the terms of this Agreement. It is understood and agreed that said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirement of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

Effective February 2, 2008, Pension contributions for newly hired Full-time and Part-time Meat Department Employees will begin after a six (6) month period of employment.

16.9 Effective June 1, 2011, the Employer agrees to contribute one dollar and twenty six cents (\$1.26) for each hour worked by each Full Time and Part Time Employee with more than five (5) years of continuous service to the Employer to the United Food and Commercial Workers International Union Industry Pension Fund.

Effective June 1, 2011, Employees hired before February 2, 2008, who have not been employed for five (5) years, will have one dollar and six cents (\$1.06) contributed by the Employer on their behalf until the date in which they have been employed for five (5) years.

The Employer agrees to contribute seventy six cents (\$0.76) per hour to the Pension Fund for each hour worked by each Full Time and Part Time Employee hired after February 2nd, 2008.

ARTICLE 17 JURY DUTY, ACCIDENT, LEAVE OF ABSENCE, MATERNITY LEAVE AND FUNERAL LEAVE

17.1 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 his jury duty pay does not equal

his regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the Employee works such hours as he 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 Employer while serving on a jury will be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed two (2) weeks.

17.2 ACCIDENT 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 them of the extent of the injury. If the injury is not disabling, the Employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an Employee for more than eight (8) hours.

17.3 ILLNESS & ACCIDENT An Employee off due to accident or illness shall be granted leave of absence not to exceed six (6) months. The Union and the Employer may mutually agree to extend the leave of absence. The Employer may require a doctor's certificate demonstrating the Employee's physical ability to return to work at the expense of the Employer.

17.4 LEAVE OF ABSENCE An Employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer and the Union. The Union and the Employer may mutually agree to extend the leave of absence. Failure to comply with this provision or to return to work on time shall result in loss of seniority rights.

17.5 MATERNITY LEAVE The Company shall follow applicable State and Federal Laws.

17.6 FUNERAL LEAVE

Funeral Leave - 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, step brother, step sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-child, grandparents, grandchild, legal guardian or any relative residing with the employee or with whom the employee is residing. A maximum of five (5) days funeral leave shall be granted in the event of the death of a spouse or a dependent child or dependent Step child. (There may be circumstances where this benefit may be extended to other known special family circumstances), The last day of the leave shall be the day of the funeral, except if the funeral is more than two hundred (200) miles from the employee's place of residence.

17.7 Any Employee who is able to perform his/her normal work and who performs any services for compensation while absent for any reason under Section 17.1 through 17.6 of this Article 17 shall be subject to summary discharge.

17.8 Employees on leave of absence shall not be entitled to holiday pay.

ARTICLE 18 SUMMER WAIVER

18.1 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 fifty (\$.50) cents per hour over their regular rate of pay, and no other full-time benefits. However, at the end of summer, when his/her hours are reduced, his/her wages shall be re-adjusted 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 the date of hire, including "summer time" hours.

B. The "summer period" shall extend from May 1st until December 5th.

C. Employees used for summer replacement shall not accrue or receive any Full-time benefits.

D. The Employer shall notify the Union, in writing, of any Employee placed on summer waiver.

ARTICLE 19 SEPARABILITY

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

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

**ARTICLE 20
COLLECTIVE BARGAINING**

This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement.

For the duration only of this Agreement, each party waives its right to require the other to bargain collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

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

**21
Duration of Agreement**

A. This Agreement, with respect to wages, unless otherwise provided, shall take effect the 9th day of February, 2020 and with respect to all other terms and conditions, shall take effect on the 9th day of February, 2020 unless otherwise provided in this Agreement. The Agreement is to continue in full force and effect through the 11th day of February, 2023, 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. The April 30, 2012 Transition Agreement attached hereto is incorporated by reference.

DATED THIS 14th DAY OF January, 2021.

Boyd A. Hansen / Director of HR
For the Employer

Allen P. ...
For the Union

ASHLAND SUPER ONE FOODS - MEAT DEPARTMENT WAGES

Position		2/09/2020	2/13/21	2/12/22
Head Meat Cutter		21.52	22.07	22.62
Over top scale		\$.55	.55¢	.55¢
Journeyman		20.03	20.48	20.93
Over top scale		\$.45	.45¢	.45¢
<u>Apprentice</u>				
1st 6 months	70%	13.70	13.70	13.70
2nd 6 months	75%	14.46	14.46	14.46
3rd 6 months	80%	15.42	15.42	15.42
4th 6 months	85%	16.39	16.39	16.39
5th 6 months	90%	17.35	17.35	17.35
6 th 6 months		18.30	18.30	18.30
After 36 months, the Journeyman rate				
<u>Full-time Wrappers</u>				
1st 6 months	85%	13.41	13.41	13.41
2nd 6 months	90%	14.20	14.20	14.20
3rd 6 months	95%	14.99	14.99	14.99
Thereafter		16.23	16.68	17.13
Over top scale		\$.45	.45	.45¢
<u>Part Time Wrappers</u>				
Hours Worked				
0 -1040		7.46	7.46	7.46
1041 - 2080		7.76	7.76	7.76
2081 - 3120		8.03	8.03	8.03
3121 - 4160		8.33	8.33	8.33
4161 - 5200		8.61	8.61	8.61
5201 - 6240		8.90	8.90	8.90
6241 +		10.44	10.44	10.44
		25¢	25¢	25¢

Transition Agreement

(Ashland)

(Meat Department)

THIS AGREEMENT entered into as of this 30th day of April, 2012 by and between Miner's Incorporated, a Minnesota corporation ("Miner's") and the United Food and Commercial Workers Local Union Number 1189 ("Union").

Recitals

WHEREAS, Miner's is in the process of negotiating the acquisition of the assets of the grocery store located at 401 Ellis Avenue, Ashland, Wisconsin 54806 ("New Store" or "Ashland Store"), from Paulsons' Ashland Super Valu, Inc. ("Paulsons'") whose meat department employees are currently members of, and represented by the Union; and

WHEREAS, any acquisition by Miner's will be on the basis of an "asset purchase and sale" ("Asset Purchase") and the employment of all Paulsons' employees at the Ashland Store will be terminated by Paulsons'; and

WHEREAS, Miner's anticipates that it will hire a substantial majority of the former Paulsons' employees to staff the New Store; and

WHEREAS, for convenience of the parties, new Miner's employees formerly employed by Paulsons will be referred to hereafter as collectively as "former Paulsons' employees", "New Hires", or "New Employees"; and

WHEREAS, Miner's is willing to recognize the Union as the exclusive bargaining representative of the former Paulsons' Employees and to enter a collective bargaining agreement with the Union (the "Union Contract") for the New Store; and

WHEREAS, as part of the acquisition process it is important to Miner's and the Union that they have an agreement on the application of the Union Contract as it relates to the New Store; and

WHEREAS, the parties have had discussions concerning the application of the Union Contract to the New Store.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

Agreement

1. Miner's will sign a Union Contract with the Union as the exclusive bargaining representative of the New Employees at the New Store (Meat Department), which contract will contain the union contract terms currently in place between the Union and Paulsons' except as modified by this Agreement, to be effective only upon the closing of the Asset Purchase and Miner's taking physical possession of the New Store.

2. The parties agree that the following interpretation and application will apply to the Union Contract:

[Attach PDF version to execution version of CBA]

- (a) The collective bargaining agreement between the Union and Miner's that will apply to the New Store shall be the current collective bargaining agreement between the Union and Paulsons', subject to the modifications and interpretations set forth below.
- (b) All former Paulsons' employees hired by Miner's will be "New Hires" under the Union Contract and will be treated as such for all purposes of Union Contract administration except as otherwise specifically set forth in this Agreement.
- (c) A one-time 60 day probationary period, with an additional 30 day extension on prior request by employer relating to a specific employee, will apply to all New Employees commencing on the date Miner's takes possession of the New Store.
- (d) All New Employees will earn vacation benefits as new hires under the Union Contract beginning with their initial date of hire with Miner's. However, for purposes of calculating vacation, former Paulsons' employees will receive vacation benefit credit for all time worked as a Paulsons' employee. Miner's agrees to allow former Paulsons' employees with one or more weeks of vacation to take unpaid time off during their first year of employment with Miner's equal to the number of weeks of vacation accrued while Paulsons' employees. Unpaid time off will be scheduled pursuant to vacation seniority rules contained in the Union Contract. Presently scheduled vacations for former Paulsons' employees will be honored to the best extent possible based on the reasonable needs of the business.
- (e) Miner's will pay union pension fund contributions on former Paulsons' employees at the contribution level for New Employees as set forth in the Union Contract.
- (f) There shall be no waiting period for health insurance coverage for former Paulsons' Employees, provided the employee was an active participant in the health plan as full-time employee on the date of the employee's termination from employment with Paulsons.
- (g) Former Paulsons' full-time employees hired as new full-time employees with Miner's will be slotted on the Union Contract wage schedules with credit for the Employee's number of completed years of service as a full-time Paulsons' employee and progress from that point.
- (h) Former Paulsons' part-time employees hired by Miner's will be slotted on the Union Contract wage schedules at the hours for the beginning of their current wage rate as a Paulsons' employee as of the date of termination from employment with Paulsons and progress from that point.
- (i) Except as provided in paragraphs (d), (g) and (h) above relating to vacation and wages, no New Employee will receive any "hours credit" for prior industry work toward any employee benefit under the Union Contract based on time accruals.
- (j) Miner's will make the initial selection and placement of employees at the New Store and any changes thereto within the first 60 days after taking possession of the New Store without posting the position and without regard to seniority. Thereafter, any promotion requirements of the Union Contract will apply.

- (k) Current Miner's employees (those on Miner's payroll prior to the closing of the Asset Purchase) transferred to the New Store during the 60 day period after Miner's takes possession of the New Store will be deemed to have commenced employment at the former Paulsons' Store as of 12:01 a.m. on the date of closing. Former Paulsons' employees hired by Miner's will be assigned classification seniority within the New Store in the order of their date of initial hire with Paulsons.
- (l) All former Paulsons' employees hired by Miner's receiving double time or time and a half for working holidays as of the date of termination from employment with Paulsons' shall receive time and half for all holiday hours worked.
- (m) The letter of understanding regarding the full-time meat wrapper position attached hereto is incorporated by reference and shall be effective on the same date as this Agreement.

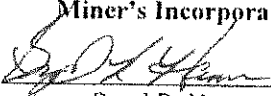
3. The Union and Miner's will jointly solicit the pension fund trustees of the UFCW International Union-Industry Pension Fund (Chicago Fund) to agree to waive any bonding for withdrawal liability and release Paulsons' as the seller, from withdrawal liability based on Miner's assumption of Paulsons' pension fund withdrawal liability.

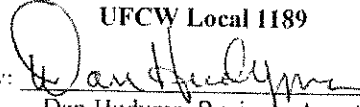
4. The Union acknowledges that but for its willingness to enter this Transition Agreement, Miner's acquisition of the New Store would not occur and that Miner's has and will rely to its detriment on the representations and agreements made by the Union herein. The Union agrees that it shall be estopped from asserting claims against Miner's in contravention of the terms of this Agreement and this Agreement shall continue after Miner's and the Union have mutually entered the Union Contract with respect to the New Store. In the event there is a conflict between this Transition Agreement and the Union Contract, the provisions of this Transition Agreement will control.

5. The purpose of this Agreement is to promote harmonious labor relations and avoid labor unrest. To that end, the Union agrees that it will support and cooperate with Miner's in the implementation of this Agreement. Nothing contained herein is intended to compromise the Union's duty of fair representation to its members.

6. The parties agree that: (i) each party has reviewed and negotiated the terms and provisions of this Agreement; (ii) in case of dispute the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS WHEREOF the parties have set their hands this 30th day of April, 2012.

Miner's Incorporated
 By: 
 Boyd R. Hanson
 Director of Human Resources

UFCW Local 1189
 By: 
 Dan Hudyma, Business Agent