

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

MEAT BARGAINING UNIT

And

ASHLAND SUPER ONE FOODS

2012~~4~~ - 2014~~5~~ CONTRACT



**February 9, 2014~~April 30th, 2012 to February 8th, 2014~~ February
7, 2015**

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THIS AGREEMENT is entered into and is effective on this ~~6th~~**9th** day of ~~February, 2011~~**February, 2014** between **ASHLAND COUNTY MARKET, INC.**, 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 members of 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. Any work presently performed by meat employees in the stores covered by this Agreement must be done by members of Local #1189 only and if transferred or done by the Employer elsewhere within the area of jurisdiction of this Contract, the Contract shall cover such work to the extent of recognition but wages and other conditions shall be negotiated.

1.3 The current industry practice of preparing retail cuts of fresh or frozen meat for sale shall continue to be done by members of 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 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing and those who are not members on the date of the execution of this Agreement, shall, on or after the 61st day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement hired on or after its date of execution shall on the 61st day following the beginning of such employment, become and remain members in good standing in the Union.

1.6 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, which shall not be irrevocable for a period of more than one (1) year or beyond the termination of this Agreement, whichever occurs sooner.

1.7 The deduction of the Union dues shall be done twice monthly, in the first and third full weeks of the month, 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.

1.8 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, Social Security number, rate of pay, store location, date of employment, and classification.

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

1.10 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.

1.11 Any Employee who is delinquent in payment of Union dues shall be terminated within ten (10) days of notice from the Union of such delinquency unless satisfactory evidence of the Employee having paid such delinquent dues is presented to the Employer within the ten (10) day period.

1.12 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.

1.13 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 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 two and one-half (2½) years, five thousand (5,000) hours training. An examination shall be required to determine the eligibility of an Apprentice to become a Journeyman. Upon passing such examination the Apprentice shall be issued a certificate of completion by the State Apprenticeship Council.

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 of entry into the Journeyman classification, and will hold seniority rights for purposes of layoff, recall, and reduction of hours in accordance with the terms of the collective bargaining agreement.

**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 Present Full-time Employees hired prior to 1-15-95 who have been employed by the Employer for a period of one (1) year or more shall receive one (1) week's vacation with pay during such year. Employees who during said period in any year have been employed by the Employer for three (3) years or more shall receive two (2) weeks' vacation with pay during such year. Employees with eight (8) years' service or more with an Employer shall receive three (3) weeks' vacation with pay during such year. Employees with seventeen (17) years' of service or more with an Employer, within the May 1st, October 1st period, shall receive four (4) weeks' vacation with pay during such year.

Full-Time Employees hired after 1-15-95 shall receive Vacation as follows: One (1) week after one (1) year; Two (2) weeks after five (5) years; Three (3) weeks after eight (8) years.

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.

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.

As between Employees requesting the same vacation period, the request of the senior Employee shall prevail. Each Employee will be notified of his or her vacation period as far in advance as practicable.

The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited.

~~Vacation pay will be paid at the beginning of the vacation period if requested.~~ In 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.

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 **representative 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 a Board of Arbitration, composed of three (3) members, one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third person shall be appointed as follows:

If the arbitration arises at a store located in the State of Minnesota, the person requesting the arbitration procedure shall request a panel of five (5) names from either the Minnesota Mediation Service or the Federal Mediation and Conciliation Service and if the dispute arises at a store located outside of the State of Minnesota, a panel of five (5) names shall be requested 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 this Arbitration Board for disposition and whatever disposition is made shall be binding upon the Union, Employee and Employer. However, such Board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

14.4 The decision of the majority of the Board of Arbitration shall constitute the decision of the Board of Arbitration and be final. Should any expense be involved for the service of the above mentioned third member of the Board of Arbitration, 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 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.

16.2 The Employer agrees to continue to pay monthly contributions of one thousand and fifty dollars (\$1,050.00) per month 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.

The Employer agrees to continue to pay monthly contributions of four hundred and thirty five dollars (\$435.00) per month for each Part Time Employee.

The Employer will continue to pay four hundred and thirty five dollars (\$435.00) per month 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.

In the event that at any time during the term of the Labor Contract, the gross reserves of the Northern Minnesota Wisconsin Area Retail Food Fund are reduced below \$3,000,000.00 for a period longer than one reporting period, either party may reopen, by written notice to the other party, Article 16 only of the Labor Contract. If either party reopens Article 16, the parties will meet and confer within thirty (30) days of the notice for the sole purpose of discussing possible amendments to the Health & Welfare provisions of the Contract; such as adjusting contribution rates or benefits, or a combination thereof.

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 90 calendar days of employment. New Part-time Employees shall have payment made on their behalf by the Employer commencing the first of the month following eight (8) 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.

16.9 The foregoing notwithstanding, the parties agree that changes to the Health and Welfare Fund implemented as a result of the current 2014 collective bargaining between ARGA and the unions shall be incorporated into this Agreement with same effective dates as those negotiated between ARGA and the union.

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 January 15th, 2001, Pension contributions for newly hired Part-time Meat Department Employees only, will begin after a six (6) month period of employment.~~

~~Effective February 2nd, 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 1st, 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 1st, 2011, Employees hired before February 2nd, 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 The Employer agrees to pay Full-time and Part-time Employees, exclusive of utility, for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the Employee attends the funeral, and provided the compensable day or days off fall on the Employee's normally scheduled work days. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, legal guardian or any relative residing with the Employee or with whom the Employee is residing. A maximum of four (4) days funeral leave shall be granted in the event of the death of a spouse or child. The last day of leave shall be the day of the funeral, except if the funeral is more than 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.

**ARTICLE 21
DURATION**

A. This Agreement, with respect to wages, unless otherwise provided, shall take effect the ~~6th~~ **1st** day of ~~February, 2011~~ **May, 2014** and with respect to all other terms and conditions, shall take effect on the first day of May 1986, unless otherwise provided in this Agreement. The Agreement is to continue in full force and effect until the ~~8th~~ **30th** day of ~~February, 2014~~ **April, 2015**, and thereafter from year to year unless written notice of desire to change, modify, or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

DATED THIS _____ DAY OF _____, 2014.

For the Employer

For the Union

Ashland County Market

UFCW Local 1189

ASHLAND COUNTY MARKET - MEAT DEPARTMENT WAGES

Position		Current
Head Meat Cutter		20.22 97
Journeyman		18.58 \$19.28
Apprentice		
1st 6 months	70%	13.01 13.50
2nd 6 months	75%	13.94 14.46
3rd 6 months	80%	14.87 15.42
4th 6 months	85%	15.79 16.39
5th 6 months	90%	16.72 17.35
After 30 months, the Journeyman rate		
Wrappers		
1st 6 months	85%	13.41
2nd 6 months	90%	14.20
3rd 6 months	95%	14.99
Thereafter		15.78
Part Time Wrappers		
Hours Worked		
0 -1040		7.46
1041 - 2080		7.76
2081 - 3120		8.03
3121 - 4160		8.33
4161 - 5200		8.61
5201 - 6240		8.90
6241 +		10.44

It is understood between the parties that Debra LePlavy shall have seniority as a red-circled Full Time Wrapper in the Meat Wrapper classification. **Debra LePlavy's wage is \$17.00.**

Side Letter of Intent
By and Between
Ashland County Market
And
UFCW Local 1189

Re: Health and Welfare

It is agreed that during the term of the Labor Agreement, beginning February 6, 2011 and ending February 8, 2014, the Employer shall pay any and all additional contributions required by the Health and Welfare Fund, in the event that ARGA establishes new Health Insurance premiums after April 2013.

The parties acknowledge and agree this Side Letter is not a part of the Labor Agreement and will terminate effective February 8, 2014, and thereafter the Employer shall have no further obligation beyond those obligations imposed by any successor Labor Agreement negotiated by the parties.

Ashland County Market

UFCW Local 1189

Boyd Hanson

Tamara Jones

Date _____

Date _____