

LABOR AGREEMENT

BETWEEN

DULUTH LABOR TEMPLE ASSOCIATION

AND

***UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL #1189***



EFFECTIVE FEBRUARY 1st, 2012 through JANUARY 31st, 2015

AGREEMENT BY AND BETWEEN
DULUTH LABOR TEMPLE ASSOCIATION
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189

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**AGREEMENT BY AND BETWEEN
DULUTH LABOR TEMPLE ASSOCIATION
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189**

THIS AGREEMENT made and entered into this first day of February 2012, by and between DULUTH LABOR TEMPLE ASSOCIATION, Duluth, Minnesota, hereinafter referred to as the Employer and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, Duluth, Minnesota, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the UNION.

**ARTICLE 1
RECOGNITION**

- 1-1. The Union shall be the sole representative of the employees hereinafter classified for the purpose of collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation. The Employer agrees that he will retain in employment only members in good standing in Local #1189, Duluth, Minnesota, as hereinafter provided. This Contract shall apply to all employees of the Duluth Labor Temple Association, excluding the manager.
- 1-2. The Employer agrees not to enter into any other Agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

**ARTICLE 2
UNION SECURITY**

- 2-1. A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- B. Any employee who is in arrears more than thirty (30) days in payment of Union initiation fees and dues uniformly required as a condition of acquiring or retaining membership in the Union shall be subject to

discharge and shall be discharged upon certification in writing to the Employer and the employee from the Union of such arrears.

- C. Any discharge or termination under the terms of this Article shall be based solely upon failure of the employee to tender the payment of initiation fees and dues uniformly required as a condition of acquiring or retaining membership in the Union and not because of denial or termination of membership in the Union for any other reason
- 2-2. The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of one (1) year if agreed to by the Employer.
- 2-3. Definitions:
- A. Regular Full-Time Employees: Any employee, a member in good standing in the Union, who works a twenty-four (24) hour work week regularly after thirty (30) calendar days probation.
 - B. Regular Part-Time Employees: Any employee, a member in good standing in the Union, whose regular weekly hours of work are less than twenty-four (24) hours, and who has completed a probationary period of one hundred seventy-three (173) hours worked.
 - C. Members in good standing are hereby defined as those whose dues, fines and assessments to the Union are paid during the current month.
- 2-4. The Employer agrees (under the contract requirements of paragraphs 2-1. and 2-2 above) to have new employees complete a Union Membership Card and Dues Deduction Authorization at the time of hiring. The Union agrees that, should the Employer take an initial deduction prior to completion of the employee's probationary period, upon request, such amount shall be promptly refunded by the Union to the employee.

ARTICLE 3 **LEAVE OF ABSENCE**

- 3-1 Voluntary 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. Failure to comply with this provision to return to work on time at the end of a leave of absence shall result in the loss of seniority rights.

- 3-2 Granting Time Off: The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of persons affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
- 3-3 Accident: Employees injured on the job shall not be docked for any part of the day on which the injury occurs, providing a call to the Employer is made from the doctor's office by the doctor's personnel notifying them of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than eight (8) hours. Injured employees must be accompanied by another person (authorized by the Employer) to receive medical attention.
- 3-4 Maternity Leave: A pregnancy leave of absence shall be granted to an employee in compliance with existing requirements of law and providing that the request for leave of absence is supported by a physician's statement certifying that the employee is pregnant and giving the anticipated birth date. Such leave of absence shall be taken when the employee is no longer able to satisfactorily perform her work in the opinion of the Employer and shall be uniformly applied to all employees. Recall from pregnancy leave shall be based on the ability of the mother to return to work. The total leave of absence shall not exceed six (6) months. The Employer may require a physical examination, at his own expense, of a mother who has been on maternity leave, such physical examination to determine whether or not she is physically fit to return to work. In determining the length of service for the purpose of progression in the wage schedules and vacations, such time while on pregnancy leave shall be counted.
- 3-5 Funeral Leave: All employees with one (1) year or more of service shall be granted up to five (5) of leave with pay in the event of death in the immediate family, which shall include husband, wife, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. However, when the death in the family involves extensive travel (to be determined by the Employer and the Union) the Employee shall receive seven (7) days of leave with pay.
- 3-6 Jury Duty: A full-time employee who is called to serve on jury duty for any length of time shall be paid for actual hours worked for the Employer. If this pay together with his jury duty pay does not equal his regular weekly pay, the Employer will make up the difference, provided the employee works such hours as he 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.

- 3-7 Illness and Accident: An employee off due to accident or illness shall be given their job back without loss of seniority rights when well enough to report for work, provided they report immediately. The Employer may require a doctor's certificate demonstrating the employee's physical ability to return to work.

ARTICLE 4 **NO OTHER AGREEMENTS**

- 4-1 The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. It is understood and agreed as a condition of recognition granted that there shall be no stoppage of work, strikes, or picketing on the part of the Union so long as the Employer complies with the terms of this Agreement and the provisions thereof, and no lockout on the part of the Employer so long as the employees and the Union complies with the terms of this Agreement and the provisions hereof, except that no employee shall be dismissed, discriminated against, intimidated or otherwise mistreated for declining to go through a picket line of any recognized labor union, affiliated with the American Federation of Labor and Congress of Industrial Organizations.

ARTICLE 5 **SENIORITY**

- 5-1 Seniority shall prevail in all matters relating to employment on the following basis: Employees shall be entitled to available work in accordance to their seniority. Employees shall be retained, promoted, demoted, laid off, rehired or discharged according to their seniority in point of service, giving proper consideration to their ability and skill in the performance of their duties.
- 5-2 Seniority rights end only when an employee, for any reason, quits his or her term of employment with the Employer, or is severed by being fired, and providing the Union has waived or approved the discharge and cause thereof.
- 5-3 Two seniority lists shall be established as follows:
1. For regular employees with twenty-four (24) hours of service or more per week.
 2. For regular part-time employees whose schedule calls for less than twenty-four (24) hours per week.

3. A seniority list of all employees shall be posted in a conspicuous place and kept current.
- 5-4 It is agreed and understood that Mark Jenson's anniversary date of February 1st, 1990, is to be used for vacation purposes only.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE

- 6-1 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:
 - STEP 1. Between the employee affected and the store management, or between the employee affected a committee person and/or Union Steward and Department Head.
 - STEP 2. By the committee and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
 - STEP 3. Any dispute, difference, or grievance relative to the interpretation of, or adherence to, the terms of the Agreement which has not been concluded through the above procedure within ten (10) days after 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: the party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.
- 6-2 The entire matter in controversy as aforesaid will be referred to the arbitration board for disposition and whatever disposition is made shall be binding upon the Union, employee and the Employer. However, such board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

- 6-3 The decision of the majority of the Board of Arbitration shall constitute the decision 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.
- 6-4 At any step in this grievance procedure the Executive Board 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 Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.
- 6-5 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/she is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job. 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 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 an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It should comply with the grievance machinery set forth herein.

ARTICLE 7

HOURS OF WORK

- 7-1 Forty (40) hours shall constitute a week's work for all employees. All time worked in excess of eight (8) hours in an one day or forty (40) hours in any one week shall be considered overtime and shall be compensated for at the rate of time and one-half (1½) the regular rate of pay.
- 7-2 All employees shall be entitled to a four (4) hour show-up guarantee.
- 7-3 Overtime worked in any one day shall not be deductible by a layoff on any following day in order to adjust the hours to equalize a forty (40) hour week.
- 7-4 The workweek shall be scheduled Monday through Sunday.

ARTICLE 8
HOLIDAYS

8-1 **Holidays Defined:** The following days shall be considered holidays, namely: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, (This is a working Holiday and wages will be paid as described in Section 8.1, third paragraph.), Christmas Day, and the employee's birthday. (The employees may take their birthday holiday on their birthday or a day mutually agreeable to the Employer and employee.)

Holidays falling on a Saturday will be observed on the preceding Friday; and if a Holiday falls on a Sunday, it shall be observed on the following Monday, with the exception in both cases being the employee's birthday.

Computation of Holiday Pay: All employees shall receive holiday pay based upon the average hours worked during the four (4) week period preceding the holiday.

Work performed by employees on holidays shall be considered as premium work and such work shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay plus holiday pay.

Time paid for but not worked on holidays shall be considered as time worked for the purpose of computing overtime in the work week.

ARTICLE 9
VACATIONS

9-1 The following policy shall prevail in administering the vacation benefits:

Earned Vacations: Regular full-time employees with one (1) year of service shall receive one (1) week's vacation with pay; with two (2) years of service, two (2) weeks of vacation with pay; with five (5) years of service, three (3) weeks of vacation with pay; and with ten (10) years of service, four (4) weeks of vacation with pay; with twenty (20) years of service or more, five (5) weeks of vacation with pay.

Full-time employees who have worked one thousand two hundred forty-eight (1,248) hours or more in their anniversary year shall be entitled to a full vacation period of equal to their normal work week. If an employee works less than one thousand two hundred forty (1,240) hours in the anniversary year, he shall receive one-tenth (1/10th) of his full vacation for each one hundred twenty-five (125) hours worked.

In order to qualify for the above vacation with pay, a full-time employee must have worked one thousand two hundred forty-eight (1,248) hours by the employee's anniversary date.

9-2 Full-time employees, with six (6) months or more of continuous service with an Employer, who quits, who is laid off or dismissed for cause shall be entitled to prorated vacation. Such prorated vacation is to be based on the length of time an employee served since his last anniversary date of employment, prorated monthly:

1 st Year	1/10 th for each 125 hours worked.
2 nd Year	2/10 th s for each 125 hours worked.
5 th Year	3/10 th s for each 125 hours worked.
10 th Year	4/10 th s for each 125 hours worked.
20 th Year	5/10 th s for each 125 hours worked.

9-3 Part-time employees shall, after one (1) year of service, be entitled to one (1) week's vacation according to the average number of hours worked for each week during the year. Part-time employees shall be entitled to two (2) weeks of vacation with pay for their second (2nd) year; three (3) weeks for their fifth (5th) year, and four (4) weeks for their tenth (10th) year and five (5) weeks for their twentieth (20th) year, based on their average work week.

9-4 An employee who at the date selected for his vacation has less than one (1) year, but six (6) months or more of continuous service with the same Employer, shall be entitled to a part of one (1) week's vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.

9-5 Employees taking their vacation in holiday weeks shall be given one (1) extra day of vacation in lieu thereof, based on their average work day.

9-6 Vacation pay for full-time employees shall be equal to the employee's normal workweek at the employee's current straight-time rate for each week of vacation to which the employee is entitled.

9-7 Time off from work because of accident, illness or maternity shall be counted as time worked for the purpose of computing vacations.

9-8 Vacations shall, as far as practicable, 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 the

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.

- 9-9 After sixty (60) days' absence, a vacation shall be prorated according to the time worked during the vacation calculation period (from anniversary to anniversary) provided the employee has worked six (6) months or more since his last anniversary date and has a minimum of one (1) year's seniority.

ARTICLE 10
WAGE SCHEDULE

- 10-1 **\$.50 cents per hour wage increase per year**

	Effective February 1 st , 2012	Effective February 1 st , 2013	Effective February 1 st , 2014
Custodian	\$14.50	\$15.00	\$15.50

- 10-2 Effective January 1st, 2011 the Employer agrees to contribute One Dollar and Twenty-five cents (\$1.25) per hour for each hour worked by each Full-time and Part-time Employee.

The Bargaining parties have adopted into the Collective Bargaining Agreement the Rehabilitation Plan of the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. The Preferred Schedule (seventeen cents (\$.17)) will be adopted effective with hours worked in December 2011.

The Employer agrees to contribute one dollar and forty two cents (\$1.42) to the Northern Minnesota/Wisconsin Area Pension Fund, for each hour worked.

Should the Area Retail Grocery Association increase its contributions, the Duluth Labor Temple Association **and the Union agrees to meet and confer.**

- 10-3 Effective with the beginning of the calendar year 2006 each employee covered by this agreement shall earn one (1) paid sick leave day per calendar quarter to a maximum of four (4) days. Each employee after one year shall earn one additional sick leave day each six (6) months of continuous employment until they have reached the maximum accumulation of eight (8) days. Employees who have reached the maximum accumulation and have needed to use some or all of their sick leave days will earn back one day every three (3) month until they have once more reached the maximum. It is understood that the Employer may require doctor verification of the employee illness should the employee use three consecutive day of their sick leave. There shall be no pay out of unused sick leave upon the employee's termination of employment for any reason.

- 10- 4 Employees who carry a pager are not mandated to respond to that pager while on unscheduled time. Should an employee respond while on their time and agree to come in to work they shall be paid a minimum of four (4) hours at their regular rate of pay or at overtime pay if required by law. Paid time shall start from the time the employee agrees to come in. should the reason the employee was called in for be taken care of in less than four (4) hours the employee is free to leave and still receive the minimum call in paid time. It is understood that being paged for the purpose of making necessary schedule changes for future work days does not trigger the minimum call in pay.

ARTICLE 11
COLLECTIVE BARGAINING

- 11-1 This Agreement is executive 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 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. As expressly provided for herein.

ARTICLE 12
NO STRIKE – NO LOCKOUT

- 12-1 The Employer agrees that they will not engage in any lockout of employees, and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strikes, slowdowns, sit-downs, or stoppages of work brought about either by action of the Union in violation of this Agreement or by action of an individual or individual group(s) without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.
- 12-2 Picket Line: It shall not be considered a violation of this Agreement for employees working under this Agreement to refuse to go through a legally established picket line, except in cases of medical emergency. The Employer shall not discharge, coerce, intimidate or discriminate against any employee or refusing to go through such picket line.
- 12-3 Pay Period: All regular employees covered by this Agreement shall be paid in full each two (2) week period. Not more than one (1) week's pay shall be held on

an employee. All other employees shall be paid at the end of their working period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after the work period. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. Paychecks shall be made available to employees on completion of the last shift for the week if the employee's day off is on the scheduled pay day.

- 12-4 The wage rates herein listed will be considered minimum wages. In no way shall the wage rates be limited to the rate established as a minimum rate. Employees who are worthy of increases above the rates listed herein shall be in no way limited to those rates.
- 12-5 It is further agreed that no employee will suffer any reduction in wages because of this Agreement.

ARTICLE 13
SEPARABILITY OF AGREEMENT

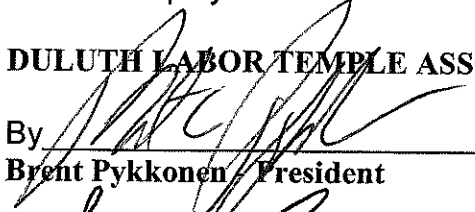
- 13-1 If any Article or Section of this Agreement, or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- 13-2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties thereby shall enter into immediate collective bargaining negotiations upon request of the Union, for the purpose of arriving at a mutual satisfactory replacement pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 14
DURATION

This Agreement shall take effect on the 1st day of February 2012, and continue through the 31st day of January, 2015, and thereafter from year to year, unless written notice of desire to change, modify or terminate the Agreement is given to the other party sixty (60) days prior to the annual date of expiration.

For the Employer:

DULUTH LABOR TEMPLE ASSOCIATION

By 
Brent Pykkonen - President


2-17-2012
Dated


Stan Paczynski - Vice President

2-17-2012
Dated


Craig Olson - Secretary

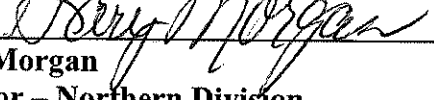
2-17-2012
Dated


Dan Olson - Treasurer

2-17-2012
Dated

For the Union:

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

By 
Gary Morgan
Director - Northern Division

2-16-2012
Dated

APPENDIX "A"

HEALTH AND WELFARE

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, established by the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund. 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.

HEALTH AND WELFARE CONTRIBUTION RATES

Rates of contribution shall be established by the Union and the Area Grocers Association. The Employer agrees to payments established by such Fund. The employer agrees to increase his payments to equal such increased amounts effective on the same date as provided in such Agreement.

Full time employees shall have the option to select family coverage. Those selecting Family coverage must do so within 30 days of becoming eligible or upon a qualifying event thereafter as defined in law. The employer is obligated to make the full contribution for single coverage for all full time employees. Full time for the purpose of this appendix is defined as working an average of twenty-eight (28) hours or more per week.

1. New employees hired shall have payment made on their behalf by the Employer commencing on the first day of the month following their date of employment, providing the employee has worked one or more weeks at twenty-eight (28) hours per week average prior to said first of the month.
2. Payment to the Fund on behalf of the employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination.
3. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work, providing the employee has worked one or more weeks at twenty-eight (28) hours per week average prior to the first of said month.

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

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

Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable attorneys' fees incurred in connection therewith. Payments and liquidated damages unpaid by the first

day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the interest as provided by law to be charged by the IRS on delinquent or deficient tax returns.

If legal action is taken to recover the amount due the Trust Fund, the delinquent employer shall also be required to pay all court costs including reasonable attorneys' fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in his payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates for any claim for benefits accruing to such employee or employees' estates which would otherwise be due such employee or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

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

Non-payment by any employer of any contribution or other monies owed to the Fund shall not relieve any other employer from his or its obligation to make required payments to the Trust Fund.

In no event shall the provisions relating to Health and Welfare 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 as directed by action of the Board of Trustees of this Fund.


If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the Plans provided by the Trustees, then in such event the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

**DULUTH LABOR TEMPLE ASSOCIATION
DULUTH, MN**

BY 
Brent Pykkonen - President

Dated


Stan Paczynski - Vice President


Craig Olson - Secretary


Dan Olson - Treasurer

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #1189, DULUTH, MN**

BY 
Gary Morgan, Director - Northern Division

Dated

Dated

Dated

Dated

**NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND
PARTICIPATION AGREEMENT**

THIS AGREEMENT made and entered into on the 1st day of February, 1999, by and between the Employer and the UNITED FOOD & COMMERCIAL WORKERS LOCAL #1189 by their authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for participation in the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and the acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such trust Fund in accordance with the Trust Agreement and rules adopted. The Union and the Employer acknowledge receipt of a copy of said Trust Agreement and of the Pension Plan Rules and Regulations and have read the same.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
4. In accordance with that certain collective bargaining agreement now in effect between the Union and Employer and which is made a part hereof by reference, the effective date of participation in the Pension Fund is February 1, 1999.
5. The Employer agrees to make contributions as provided in and required by said collective bargaining agreement and any succeeding collective bargaining agreements to the NORTHERN MINNESOTA-WISCONSIN AREA RETAIL CLERKS PENSION FUND.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

**DULUTH LABOR TEMPLE ASSOCIATION
DULUTH, MN**

BY [Signature]
Brent Pykkonen - President

Dated 2-17-2012
[Signature]
Stan Paezynski - Vice President

[Signature]
Craig Olson - Secretary

[Signature]
Dan Olson - Treasurer

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #1189, DULUTH, MN**

BY [Signature]
Gary Morgan, Director - Northern Division

Dated 2-16-2012
2-17-2012

Dated _____
2-17-2012

Dated _____

2-17-2012
Dated _____