

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LICARI, LARSEN & COMPANY

AND



UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
LOCAL #1189

**JANUARY 1<sup>st</sup>, 2018 - DECEMBER 31<sup>st</sup>, 2018**

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# **AGREEMENT**

This Agreement entered into the first day of **January 2018**, by and between **LICARI, LARSEN & COMPANY**, hereinafter referred to as the Employer, and the UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the Union.

## **ARTICLE 1** **RECOGNITION**

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees covered by this Agreement.

Section 2. The provisions of this Agreement shall apply to full-time permanent employees.

## **ARTICLE 2** **MEMBERSHIP IN THE UNION**

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) 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 (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. The Employer agrees not to discriminate against members of the Union and that he shall consider Union members applicants equally with applicants not holding membership in the Union.

## **ARTICLE 3** **WORK SCHEDULE**

Section 1. Seven and one-half (7½) hours shall constitute one day's full work. Thirty-seven and one-half (37½) hours shall constitute one full week's work, Monday through Friday inclusive. The regular workday shall begin on different work schedules commencing on or after 8:00 a.m. and ending not later than 5:00 p.m. There shall be no deviations, except by mutual agreement between the parties.

**ARTICLE 4**  
**HOLIDAYS**

Section 1. All employees covered by this Agreement shall receive the following holidays with pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July Fourth	Day following Thanksgiving
Christmas Eve Day	
Christmas Day	

Section 2. In addition to the above named holidays, employees covered by this Agreement shall receive the last working day preceding Christmas Day and the second half of the last working day preceding New Year's Day as additional holidays.

Section 3. When the above-mentioned holiday falls on a Saturday, it shall be observed on the preceding Friday. When the above-mentioned holiday falls on a Sunday, it shall be observed on the following Monday.

Section 4. When an above-mentioned holiday falls on a Saturday or Sunday and the Employer does not choose to observe it, the employees shall be paid an additional day's regular pay for that week.

Section 5. Full-time employees shall receive up to seven and one-half (7½) hours' pay for the holiday.

Section 6. Employees shall also be granted an additional Union Holiday with pay so that employees on an individual basis will have a three-day weekend.

Section 7. Holiday pay for permanent part-time employees shall be prorated on the basis of the average hours worked per week by the part-time employee.

**ARTICLE 5**  
**VACATIONS**

Section 1. Each employee who shall have been employed for one (1) year, but less than ten (five (5) years, shall receive two (2) weeks' vacation with pay

Section 2. Each employee who shall have been employed for five (5) years, but less than fifteen (15) years, shall receive three (3) weeks' vacation with pay.

Section 3. Each employee who shall have been employed for fifteen (15) years shall receive four (4) weeks' vacation with pay.

Section 4. Each employee who shall have been employed for twenty-five (25) years shall receive five (5) weeks' vacation with pay

Section 5. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 6. Senior employees shall be given preference in the selection of vacation periods. Such selection shall be made prior to April 1<sup>st</sup> of each year.

Section 7. Any employees separated from his position shall receive pay in lieu of any earned and unused vacation.

Section 8. In the event of death of any employee, all earned vacation pay shall be payable to the beneficiary of said employee.

Section 9. Permanent part - time employees shall receive vacation benefits on a prorated basis.

Section 10. Employees who are absent from work because of a leave of absence shall have their vacation pay prorated based on the number of hours paid by the Employer during their anniversary year.

Section 11. Vacations must be taken at a mutually agreeable time. It is understood and agreed by the parties that, due to the responsibilities of some employees, vacations may not be scheduled as requested.

Section 12. Vacations not taken by the employees during their anniversary year will be forfeited unless mutually agreed to in writing between the parties.

## **ARTICLE 6**

### **SICK LEAVE/LEAVE OF ABSENCE**

Section 1. Necessary sick leave without pay, not exceeding six (6) months, except as herein provided, shall be granted by the Employer to an employee requesting it in writing with a copy to the Employer and to the Union. Employees receiving such leave shall receive same in writing and a copy shall be filed with the Union by the Employer. Employees receiving such leave shall continue to accrue seniority. The Union and the employer may, upon written agreement, extend the sick leave beyond six (6) months, but such agreement shall specify whether or not the seniority shall continue to accrue. The Employer, on request, may require medical proof of illness.

Section 2 An employee requesting in writing to the Employer and the Union a leave not to exceed six (6) months, may be granted such leave with the written permission of the Employer and the Union. Failure to comply with the provision shall result in the complete loss of seniority rights of the employee involved.

Section 3. Sick Leave: Employees who have been in the employ of the Employer less than one (1) year shall be entitled to sick leave on the basis of one (1) day per month after the completion of their ninety (90) day probationary period.

Full-time employees shall be granted a maximum of twelve (12) days' sick leave per calendar year. There shall be no carry-over from year to year.

Part-time employees shall be granted a maximum of five (5) days' sick leave per calendar year. There shall be no carry-over from year to year.

Section 4. The Employer agrees to abide by the provision of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service.

Section 5. Maternity Leave: Maternity leave shall be granted in accordance with applicable laws and regulations.

Section 6. 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, 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/her Employer while serving on jury duty will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury.

Section 7. All employees covered by this Agreement shall, in the event of a death in the immediate family, such as father, mother, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren shall be granted three (3) days off with pay. Employees shall receive five (5) days off with pay in the event of death of their spouse or child

## **ARTICLE 7** **SENIORITY**

Section 1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring.

Section 2. During the term of the ninety (90) day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated anytime during this period of ninety (90) days without any recourse whatsoever. After the completion of ninety (90) day trial period, seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

Section 4. Any employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident);
- d) Layoff for a continuous period of more than one (1) year.

Section 5. It is the intention of the Employer to fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

Section 6. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected for promotion. An employee who is promoted to a higher position shall receive the appropriate rate in the new classification based on seniority. All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his former position without any loss of seniority or pay.

Section 7. The employee with the least amount of seniority will be first laid off.

Section 8. Notice of such layoffs shall be given two (2) week before the scheduled layoff, or two (2) weeks' pay in lieu thereof.

Section 9. The Employer, upon rehiring, shall do so in the inverse order of seniority.

Section 10. Any employee who is laid off by the Employer and accepts a full-time position with another Employer and refuses, in writing, a call-back to his former job, shall forfeit all seniority rights on the job from which laid off.

Section 11. Employees shall give the Employer two (2) weeks' notice of leaving unless agreeable to such Employer that the employee leave without notice.

## **ARTICLE 8** **DISCHARGE**

Section 1. It is hereby agreed that the Employer has the right to discharge an employee for sufficient and reasonable cause. The Employer agrees to advise the Union and the employee of any such discharge and the reasons therefore prior to such action.

Section 2. The employees covered by this Agreement shall comply with all Employer's rules, provided they are not in direct conflict with the terms of this Agreement. An employee shall be entitled to one warning notice in writing of the complaint against said employee (copy of which is to be sent to the Union), except when reason is drunkenness on the job, drinking on the job or dishonesty.

Section 3. If upon investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged; such employee shall be reinstated to his former position without any loss of seniority or rank and shall suffer no reduction in salary.

Section 4. No employee shall be held responsible for loss or shortage of funds unless clear proof of negligence or proof of dishonesty if the Employer has to submit a claim to the bonding company under its fidelity or errors and omissions bond and such claim shows that a specific employee is held responsible.

**ARTICLE 9**  
**MAINTENANCE OF STANDARDS**

Section 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE 10**  
**RATES OF PAY**

Section 1. Wages shall be paid semi -monthly or monthly, as desired.

**ARTICLE 11**  
**TECHNOLOGICAL CHANGES**

Section 1. In the event of proposed technological changes, such as the introduction of automated office machinery, the Employer agrees to offer such employment to the present employees before hiring from the outside market.

**ARTICLE 12**  
**BOARD OF ARBITRATION**

Section 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:

- a) Between the employee affected and his/her department head or between the employee affected, a committeeman, and the department head.
- b) 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.
- 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 reduction in writing in the manner herein above provided, the matter may be referred by either party within three (3) days to the 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.



Section 2. 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.

Section 3. 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.

Section 4. At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks jurisdiction under the terms of this Agreement to the satisfaction of the Union Executive Committee.

### **ARTICLE 13** **PERMANENT PART-TIME EMPLOYEES**

Definition: An employee hired on a permanent basis to work a designated number of hours or days per week, but less than the full-time schedule of thirty-seven and one-half (37½) hours per week, as agreed to by the Employer and employee, shall be considered a permanent part-time employee.

Section 1. Permanent part-time employees shall be considered on a trial basis for a period of ninety (90) working days from the date of hiring. When such employee has worked a total of ninety (90) days, he/she shall be placed on the seniority list in the office where employed and seniority shall date from the hiring date.

Section 2. Permanent part-time employees, who have been employed for a period of less than one (1) year by June 1<sup>st</sup>, shall receive vacation benefits on a prorated basis based upon Article V.

Section 3. Permanent part-time employees shall receive sick leave with pay on the basis of prorated benefits based upon Article VI.

Section 4. Holiday pay for permanent part-time employees shall be prorated on the basis of the average hours worked per week by the part-time employee.

Section 5. Permanent part-time employees shall be hired in the wage classification listed in Article XV.

### **ARTICLE 14** **GENERAL PROVISIONS**

Section 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.

Section 2. If the Employer requires employees to be bonded, premium on the bond shall be paid by the Employer.

**ARTICLE 15**  
**WAGE SCHEDULE AND JOB DESCRIPTIONS**

Section 1. Effective **July 1, 2017** wages shall not be less than the following minimum:

GENERAL OFFICE:

Effective **7/01/2016**

Full-time Employees	<b>\$27.58</b> per hour
Permanent Part-time	\$12.00 per hour

**ARTICLE 16**  
**HEALTH AND WELFARE**

Section 1. The Employer agrees to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which have been furnished to and read by the Employer 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. The Employer bound hereby irrevocably designates the Employer Trustees of said Fund and their successors as his representatives for the purpose set forth in said Agreements and Declarations of Trust.

Section 2. HEALTH AND WELFARE CONTRIBUTION RATE: The Employer agrees to make contributions to the Northern Minnesota- Wisconsin Area Retail Food Health and Welfare Fund based on the ARGA Agreement or established by the Trustees for single and family coverage.

Section 3. The Employer shall not make contributions on part-time employees, students, extra or call-in employees for health and welfare payments. Full-time employees that go to part-time shall continue to have health and welfare contributions payments made by the Employer.

Section 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 health and welfare 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 their Employer after the respective date the contributions by the employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

Section 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.

Section 6. Reports of the Employer as to employees who have worked the number of hours that they have been paid and such other data and information as may be required by the trustees of the said Fund shall be transmitted to the office of the Fund no later than the 25<sup>th</sup> of the month, immediately following the calendar month in which the work was performed and for which contributions are being made. In the event the said reports are not furnished or such other contributions are not paid as aforesaid, the following remedies in whole or in part and in addition to all other remedies, either in law or in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available.

Section 7. Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining Agreement, or for whom contributions are required. The failure of an employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

If legal action is taken to recover the amount due the Trust Fund, the delinquent employer shall be required to pay all court costs, including reasonable attorney 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 employee's estates for any claim for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any employer who on more than one occasion during any one year becomes delinquent in its payments 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 contributions 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 resulted 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 these Funds.

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 Plan provided by the Trustees, then in such event the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

**ARTICLE 17**  
**NO STRIKE NO LOCKOUT**

Section 1. The Employer agrees not to engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sitdown, 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.

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

**ARTICLE 18**  
**COLLECTIVE BARGAINING**

Section 1. This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargaining collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

- a) As to grievances;
- b) 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.
- c) If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit;
- d) As expressly provided for herein.

**ARTICLE 19**  
**SEPARABILITY**

Section 1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any Federal or Minnesota or Wisconsin state Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 2. The Employer and the Union agree that they will meet within a thirty (30) day period following the declarations of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 20**  
**TERMINATION AND RENEWAL**

THIS AGREEMENT shall become effective **January 1<sup>st</sup>, 2018**; shall be in full force and effective until **December 31<sup>st</sup>, 2018**, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement.

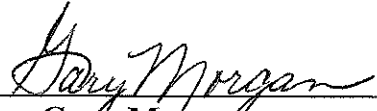
Sixty (60) days prior to **December 31<sup>st</sup>, 2018** Article XV shall be opened for the purpose of negotiations. However, should the Employer enter into new contracts to manage other health and welfare funds, this Article shall be opened immediately for negotiations.

Dated and signed this 26<sup>th</sup> day of December, 20 01.

**LICARI, LARSEN & COMPANY**

By   
Steve Licari

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

By   
**Gary Morgan**  
**Director, Northern Division**

NORTHERN MINNESOTA - WISCONSIN AREA RETAIL FOOD  
HEALTH AND WELFARE FUND

PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into on this 26<sup>th</sup> day of December, 2017, by and between the Employer and the Union signatory hereto by their duly 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 FOOD HEALTH AND WELFARE FUND in order to obtain health and welfare 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 of said Trust Fund, the Union and the Employer hereby agree as follows:

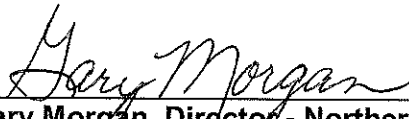
1. The Union and the Employer agree to be bound by, and hereby assent to, all the terms of the Trust Agreement, creating said NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD HEALTH AND WELFARE FUND, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund pursuant to said 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 Employer each acknowledge receipt of a copy of said Trust Agreement.
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. 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 Welfare Fund is December 1, 2001
4. 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 FOOD HEALTH AND WELFARE 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.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Steve Licari  
Licari, Larsen & Company

FOR THE UNION

  
\_\_\_\_\_  
Gary Morgan, Director - Northern Division  
UFCW Local #1189, Duluth, Minnesota