

AGREEMENT

WHEREAS, the United Food and Commercial Workers Union, Local 1189 (hereinafter “Union”) and the signatory Employer listed below are a party to the “Grocery Bargaining Unit” Collective Bargaining Agreement between the Union and the Arrowhead Retail Grocers’ Alliance (hereinafter “ARGA”) with a term from April 27, 2014 to April 30, 2016 (hereinafter “ARGA Grocery Agreement”); and

WHEREAS, ARGA Employers include grocery stores in the State of Wisconsin; and

WHEREAS, in March of 2015 Wisconsin adopted a Right-to-Work law which applies to a Collective Bargaining Agreement upon its modification; and

WHEREAS, the parties modified the ARGA Grocery Agreement to increase the pay of lead scan coordinators and back-up scan coordinators effective June 28, 2015; and

WHEREAS, the parties find a need to address the Union Security Provisions in the ARGA Grocery Agreement to address the Right-to-Work law.

NOW, THEREFORE, the signatory Employer listed below and the Union agree to amend Article 3, Union Security follows:

ARTICLE 3 UNION SECURITY

3.1 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are 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.

3.2 The provisions of Sections 3.1 shall be deemed to be of no force and effect in any State to which the making or enforcement of such provision is contrary to law.

3.3 The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and uniform assessments from the wages of the Employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

3.4 The deduction of the Union dues shall be made on a weekly basis and shall be deducted from employee's paycheck each pay period. Dues shall be forwarded to the union office within fourteen (14) days after the last deduction of each month. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement to be authorized to alter or amend the functional procedures of this section only if necessary. (The intent of this change is to allow dues to be taken out of the Employee's paycheck each pay period. The Union will work with each Employer's payroll personnel to set up a uniform system of dues deduction and remittance.)

3.5 The Employer agrees, under the contract requirements of paragraph 3.1 above, to have a new Employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the Employee's probationary period, such amount shall be promptly refunded by the Union to the Employee.

For employees employed at a store in which Section 3.1 may not be validly applied because of state law, the Employer agrees to do the following:

1. Provide the names and addresses of all employees hired by the Employer to the Union within ten days of their hire.
2. Refrain from any unlawful action to persuade new employees or non-member employees to not join or support the Union.

IN WITNESS WHEREOF, the parties have set their hands this 5th day of October,

2015.

**MINER'S INC., d/b/a
SUPER ONE FOODS**

UFCW LOCAL 1189

By *Beth A. Hannon*
Is *Director of Human Resources*

By *Tom Cean*
Its *Union Rep.*