

Term Sheet
United Food & Commercial Workers Local 1189 and Wilson-McShane Corporation

Wilson-McShane Corporation and United Food & Commercial Workers Local 1189, are both parties to a collective bargaining agreement expiring on August 31, 2020. The parties, following negotiations, have agreed on the terms of a new collective bargaining agreement, subject to a ratification vote by the membership of Local 1189. This Term Sheet dated August 7, 2020, sets forth the terms of the new collective bargaining agreement.

1. **Article 5 Holidays**

a. **Section 5.6**

Employees shall be granted four (4) personal holidays in each calendar year of employment. These holidays shall be taken at times mutually agreeable to the employee and the Employer. There is no carry-over of personal days. **No personal holidays shall be paid out during an employee's last two (2) weeks of employment.**

2. **Article 6 Vacations**

a. **Section 6.13**

All regular employees who work six (6) calendar months without utilizing sick leave shall be allowed to trade one (1) day of unused paid sick leave for one (1) additional day of paid vacation. **For clarification, the first six-month period is January through June. The second six-month period is July through December. Employees shall be allowed to trade one (1) day of unused paid sick leave for one (1) additional day of paid vacation for not utilizing sick leave from August 2020 through December 2020.**

This day will be added to the Employee's Vacation balance and be subject to Article 6 of this Contract.

3. **Article 7**

a. **Section 7.1 Sick Days**

Regular Employees shall be entitled to earn up to twelve (12) days sick leave annually with full salary, accumulating a balance of up to eighty four (84) sick days. All regular Employees who have been employed less than one (1) year shall accrue sick leave based on a one day per month accrual rate each. Employees begin accrual the first (1st) of the month following their date of hire. A doctor's certificate may be requested by the Employer where there is a pattern of abuse of sick leave by an individual. An employee may utilize their unused sick time balance in one (1) hour segments for a doctor's appointment.

When an Employee is out ill; they must first use their paid sick leave, then vacation time. Example: An employee cannot be out for a month, use sick leave, and leave their remaining vacation to be taken when they return to work.

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 agreements shall specify whether or not the seniority shall continue to accrue. Employer, upon request, may require medical proof of illness.

No sick leave shall be paid out during an employee's last two (2) weeks of employment.

b. **Section 7.8 Funeral Leave**

All employees covered by this Agreement shall be granted three (3) consecutive days off with pay in the event of a death in the immediate family, such as: father, mother, **foster parents**, step-parents, **father-in-law**, **mother-in-law**, brother, sister, **brother-in-law**, **sister-in-law**, **step-siblings**, ~~in-laws~~, grandparents, grandchildren, **aunts**, **uncles**, **nieces**, **nephews** and **cousins**. Employees shall receive five (5) days off with pay in the event of death of their spouse, **domestic partner**, child, **step-child**, and **legally adopted or foster child**.

Funeral leave must begin within seven (7) days of the death or the funeral. Leaves may be extended by two (2) days if travel is needed out of state or exceeds five hundred (500) miles and employees will be required to use earned paid time off.

4. Article 14 Grievance and Arbitration Procedure

a. Section 14.1

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.

However all grievances must be submitted in writing within thirty (30) days of their occurrence to receive consideration or they are barred.

A. Between the employee affected and his ~~or her~~ department head or between the employee affected, a ~~committeeman~~ **committeeperson**, and the department head.

b. Section 14.5

All claims for back pay for loss of wages; arising under 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 alleged violation. Claims not made within such period will be barred.

5. Article 16 Health & Welfare and Pension

a. Section 16.1

The Employer agrees to be bound by the Agreement and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Welfare Fund, and the Northern Minnesota-Wisconsin Area Retail Clerks Pension 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 Funds and their successors as his/her representatives for the purposes set forth in said Agreements and Declarations of Trust.

The Employer will pay monthly contributions to the Health and Welfare Fund for each eligible employee according to the following schedule:

<u>Effective Date</u>	<u>Amount</u>
11-1-2020	\$TBD/Single
11-1-2020	\$TBD/Family

The Employer will pay future contributions for Single Coverage based on the ARGA Agreement or established by the Trustees.

Effective January 1, 2021, all employees who are eligible for benefits from the Health and Welfare Fund, or who become eligible for benefits from the Fund, shall make Employee Contributions to a Section 125 Plan

("the Plan") established by the Employer in order to become and remain eligible for benefit coverage from the Health and Welfare Fund. The contributions received by the Plan shall be remitted to the Employer to offset the Employer Contributions set forth in this section above as follows:

Five Dollars (\$5.00) per pay period not to exceed Ten Dollars (\$10.00) per month.

Employees will be permitted to purchase Family/Dependent coverage if they wish. They must make that election within the first thirty (30) day of initial eligibility, or upon the employee having a qualifying event. Note; Those employees grandfathered for employers paid family/dependent coverage are listed in a letter of understanding between the parties.

6. Article 20 Termination and Renewal

THIS AGREEMENT shall become effective **September 1st, 2020**, and shall be in full force and effective until **August 31st, 2023**, 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, and strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement.

7. Appendix A

RECEPTIONIST

	Effective 9/2020*	Effective 9/2021*	Effective 9/2022*
Start	\$13.05 14.50	\$13.55 15.00	\$14.00 15.50
	\$15.80 17.25	\$16.30 17.75	\$16.75 18.25

CLAIMS, PENSION AND ACCOUNTS RECEIVABLE

	Effective 9/2020*	Effective 9/2021*	Effective 9/2022*
	\$18.55 20.00	\$19.05 20.50	\$19.50 21.00
Off-Scale	+ \$.50	+ \$.50	+ \$.50

*Increase effective the beginning of the 1st full pay period that begins in the effective month
Employees shall be hired at not less than the range minimums.


The Employer will make available a 401K Plan for employees.
The Employer will make available a Section 125 Plan for employees.

* Note: New receptionists will remain at the start rate for a minimum of 90 days pending an evaluation of knowledge, skills and abilities. Exceptions requiring additional assessment and therefore an extension of an individual's probation will be mutually agreed between WMC and UFCW Local 1189.

8. UFCW 1189, including each member of the negotiating committee, will recommend and use best efforts to secure passage of the agreement.

WILSON-MCSHANE CORPORATION

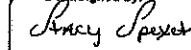
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Timothy B. Papuga
General Counsel

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

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Stacy Spexet
Union Representative