

# **City of Proctor**

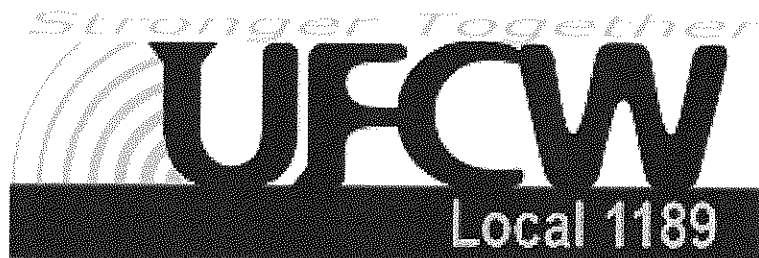
d/b/a

## **Municipal Liquor Store**

---

Effective  
**01/01/2020 – 12/31/2022**

---



**United Food and Commercial Workers Union Local 1189**

2002 London Road  
Duluth MN 55812  
Phone: 218-728-5174 or  
800-942-3546  
Fax: 218-728-5178  
Website: [www.ufcw1189.org](http://www.ufcw1189.org)

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION MANAGEMENT RELATIONSHIP	3
II	MANAGEMENT RIGHTS	4
III	RECOGNITION	4
IV	BARGAINING UNIT	5
V	SENIORITY	6
VI	VACATION	6
VII	HOURS OF LABOR	7
VIII	WAGES AND HOLIDAYS	8
IX	HEALTH AND WELFARE	10
X	FUNERAL LEAVE	12
XI	GRIEVANCE PROCEDURE	13
XII	MISCELLANEOUS	15
XIII	MILITARY SERVICE	16
XIV	INJURY ON THE JOB	16
XV	VISITATION AND BREAKAGE	16
XVI	LIQUOR SALES	16
XVII	SEPARABILITY	17
XVII	DISCIPLINE	17
XIX	CONTRACT TERMINATION	18

## AGREEMENT

By and Between

CITY OF PROCTOR  
MUNICIPAL LIQUOR STORES (OFF SALE)

And

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189

This agreement, made this first day of January, 2020 by and between the CITY OF PROCTOR, PROCTOR, MINNESOTA, Proctor Municipal Liquor Store, who hereinafter signifies its acceptance hereto by the signature on this Agreement and hereinafter described as the "Employer", and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food and Commercial Workers International Union, hereinafter described as the "Union".

In consideration of the mutual promises herein contained and for the purpose of creating a working Agreement by and between the Employer covering the employees of the Proctor Municipal Liquor Store in the Off Sale Department and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

### ARTICLE I

#### UNION MANAGEMENT RELATIONSHIP

The employer and the Union, in recognition of the need and possibilities of continuous service through cooperation, mutually agree to cooperate fully for harmonious relationship, efficient planned discipline, and maximum service.

The Employer recognizes the established rights, responsibilities and values of the Union, and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer for making and keeping this Agreement. The Employer will not tolerate on the part of its partners or representatives any discrimination or activity whatever against the Union and will discipline any employee who, on the Employer's time, carries on anti-Union activity or who seeks directly or indirectly to interfere with the status, membership or responsibilities of the Union.

The Union agrees to do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business, and agrees that the Employer has the right to take appropriate disciplinary action against any employee or employees participating in or

responsible for such interruptions. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken up through the grievance procedure set up herein.

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, sit-down and 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 II MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement. The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the City within its legal limitations and MN Statutes 179A.07.

## ARTICLE III RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative for collective bargaining of all employees employed by the Employer who sell packaged liquor, excluding employees working less than fourteen (14) hours per week. With the consent of the employee's immediate supervisor, which shall not be unreasonably withheld, the authorized Union Representatives, with proper credentials, shall have admittance to the shop or shops where the members of said Union are employed, to investigate conditions of labor compliance or non-compliance with the terms and conditions of the Agreement, provided, however, that the Union representatives shall not disrupt, interfere with or delay the performance of work assignments by the employees. Union Representatives will make every effort to notify the Employer one day in advance of their visit on site.
  
- B. All employees hereinafter classified who, at the date of the signing of this contract, have been continuously in the employ of the Employer for thirty (30) days or more, shall be members in good standing while so employed, and all new employees in such classification shall become members of said Union after thirty (30) days from the date of their employment, and in the event any employee becomes delinquent in dues, the Employer shall be given a three (3) day notice thereof.

- C. It is agreed that the store shall have a minimum of three (3) members of the Union employed and they shall be scheduled to work a minimum of sixteen (16) hours per week, unless the member requests less hours.
- D. The Employer shall notify the Union when any new employee is hired.
- E. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and legal uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions, prior to the end of the month for which the deductions are made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally.
- F. In accordance with Minnesota Statute Section 179A.06, subd. 3. the Union may require the Employer to deduct from the wages of each member of the bargaining unit, who is not a member of the Union, a fair share fee. Such deduction shall be made in the same manner as dues and remitted to the Union pursuant to the provisions of this Article.

ARTICLE IV  
BARGAINING UNIT

This agreement shall cover all regular full-time and regular part-time employees of the Employer who sell liquor.

- A. Employees who work forty (40) hours or more each week on a regular schedule shall be considered regular full-time employees.
- B. Employees who work less than forty (40) hours a week, but fourteen (14) or more hours per week, shall be considered regular part-time employees.
- C. Employees who average less than fourteen (14) hours per week shall be excluded from the coverage of this contract.

ARTICLE V  
SENIORITY

All employees coming under the jurisdiction of Local Union No. 1189 shall be hired, retained, promoted, demoted, laid off, discharged, or rehired according to their seniority in the employment of the Employer, with seniority starting ninety (90) calendar days after hiring and dating back to the last date of hire. The first three hundred sixty (360) work hours or sixty (60) workdays of employment shall be the employee's probationary period during which time the employee may be discharged without recourse to this Agreement.

The working manager and assistant manager, as designated by the Employer, shall be a member of the Union, and, as provided for in this Agreement, shall have super seniority. **Super seniority is seniority unrelated to the length of actual service.**

An employee shall lose all seniority in the event of the following:

- A. Unapproved absence from work for three (3) consecutive days unless conditions exist beyond Employee's control
- B. Discharge for just cause
- C. Resignation or retirement
- D. Failure to return to work as scheduled upon expiration of a leave of absence
- E. Inability to return to work resulting in absence of six (6) months or longer due to non-occupational illness or injury. This may be extended upon mutual agreement.
- F. Failure to report to work upon recall from layoff within five (5) calendar days; May be extended upon mutual agreement.

ARTICLE VI  
VACATION

All regular full-time employees shall receive the following vacation: After one (1) year of continuous service, shall receive one (1) week vacation with pay. After two (2) years of continuous service, shall receive two (2) weeks vacation with pay. After six (6) years of continuous service, shall receive three (3) weeks vacation with pay. After fourteen (14) years of continuous service, shall receive four (4) weeks vacation with pay. After twenty (20) years of continuous service, shall receive five (5) weeks vacation with pay. The employees shall submit to the City Administrator or Designee of each year, their requests for a vacation schedule. The Union shall be notified of vacation schedules. Regularly scheduled part-time employees shall receive prorated vacation, as outlined above based on their average work. Vacation pay shall be at the employee's straight time rate.

An employee's maximum vacation accrual shall be one and one-half (1 ½) times their annual accrual providing that they have used one-half (½) of the vacation that is accrued in the current year.

Any employee called back to work while on vacation for any reason whatsoever or not allowed to take scheduled vacation by management shall receive one and one-half (1 ½) times the regular rate of pay for all hours worked, and in addition shall be entitled to one (1) additional day's vacation for each vacation day so interrupted.

Employees shall not be entitled to vacation pay in lieu of vacation unless an employee is terminated, retires, quits, or is laid off.

ARTICLE VII  
HOURS OF LABOR

- A. Forty (40) hours shall constitute the basic week; eight (8) hours shall constitute a basic day. All time worked in excess of forty (40) hours in any one week or eight (8) hours in any one day shall be paid for at the rate of time and one-half (1 ½). Each employee shall have at least one (1) Saturday night off each month. The hours shall be consecutive, except by mutual agreement between the employee, the Union and the Employer. Each employee shall be given one (1) hour off each day for lunch. However, whenever not practical to leave the store, employees may eat lunch during work time. All regular full-time employees shall work a maximum of five (5) days in any one week.
  
- B. It is understood and agreed that all regular employees shall be ready for work within ten (10) minutes prior to opening time and shall continue their work for a period of not longer than ten (10) minutes after closing time. It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee which shall be the same every day, and may be changed not more than two (2) times in any one (1) month, and a week's notice shall be given of such change. It is further agreed the Employer shall keep a record of time showing hours per day and days per week worked, and the wages paid to the employee. The record for an individual employee shall be available to the employee for his or her representative of Local #1189.

ARTICLE VIII  
WAGES AND HOLIDAYS

A. The minimum scale of wages shall be as follows:

**Effective January 1, 2020: 2% wage increase**

**Effective January 1, 2021: 2% wage increase**

**Effective January 1, 2022: 2% wage increase**

**Beginning in years 2021 and 2022 it is agreed that the minimum wage increase will be a two percent (2%) guaranteed minimum increase in each year of the contract with a wage opener to be discussed concurrently with the health and Welfare portion of this agreement.**

Clerks	Current	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
Start	\$15.23	\$15.53	\$15.84	\$16.16
Working Manager	\$22.51	\$22.96	\$23.42	\$23.89
Assistant Manager	\$17.91	\$18.27	\$18.64	\$19.01

Starting wage for clerks covered under this contract, will be eighty (80) percent of the current clerk's wage. After six months of employment, the wage will increase to eighty-five (85) percent of the current clerk's wage. Upon completing one (1) year of service the wage will increase to ninety (90) percent of the current clerk's wage. Upon completing eighteen (18) months of service the wage will increase to one hundred (100) percent of the current clerk's wage.

**Employees with fifteen or more years of service shall receive fifty cents (\$.50) per hour over their top contract rate.**

Assistant Manager wages shall be paid to an assigned employee when the absence of the Store Manager exceeds five (5) consecutive days.

The Working Manager will receive a monthly stipend of forty dollars (\$40) for his/her cell phone.



B. Regular full-time employees shall not be required to work on Sundays or the following days:

Independence Day	Labor Day
Thanksgiving Day	Christmas Day
New Year's Day	Employee's Birthday

Should any of the above-mentioned days fall on Sunday, then the following Monday shall be designated a legal holiday and then be considered a holiday.

In addition to the above holidays, eight (8) additional days off (four (4) on January 1, and four (4) on June 1) shall be granted to an individual regular full-time employee each year by mutual agreement between the Employer and the employee.

Full-time employees shall receive full time pay for weeks that have holidays or any of the above-mentioned days. Full-time employees shall receive full pay when the store is closed, except when closing is due to fire or similar catastrophe, or by Court Order. Part-time employees averaging (based on annual average year-to-date hours) at least fourteen (14) but less than forty (40) hours shall receive six (6) hours pay for the following listed holidays.

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

One Personal Floating Holiday

All employees shall receive time and one-half ( $\frac{1}{2}$ ) for all hours worked after 4:00 p.m. on Christmas Eve and New Year's Eve. All employees who work any of the six (6) holidays listed above shall receive holiday pay at one and one-half ( $1\frac{1}{2}$ ) their normal hourly rate for all hour worked.

- C. Any employee who has been requested to report to work has so reported, but is not given work, shall be paid for at least four (4) hours straight time employment, unless notified twelve (12) hours in advance or earlier that he/she would not need to report to work.

When a holiday falls on an employee's day not to work, the holiday must be used within thirty (30) days of said holiday.

ARTICLE IX  
HEALTH AND WELFARE

- A. HEALTH AND WELFARE: The Employer will make every effort to provide affordable health and ancillary benefits to the current qualified employees at no cost to the employee. If the coverage of benefits is reduced or the cost to the employee's benefits (copay, deductible, etc) increases, the parties agree to reopen negotiations on this Article.
- B. Any person hired after 1/1/2017 will be required to pay fifteen (15) percent of their insurance premium whether it be single, single plus one (1) or family coverage provided the employee qualifies for insurance coverage.

The Employer agrees to pay the above sum for each employee working an average of one hundred fifty (150) hours per month or more who is on the payroll on the first day of any month, in accordance with the following rules:

1. New part-time employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following one year of employment, providing the employee has worked an average of one hundred four (104) hours average prior to said first of the month.
2. Payment for insurance benefits on behalf of the employees who are terminated due to discharge of 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 been interrupted shall have payments made on their behalf on the first of the month following their return to work, provided the employee has worked one or more months at one hundred four (104) hours average prior to the first of said month.
4. Employees that have worked the total annual hours of 1248 or more shall have single coverage paid for by the City of Proctor for the next twelve (12) months until a new average is calculated.
5. If the employer, by its choice, schedules regular part-time employees working under this Contract in the municipal liquor store, currently qualifying for

health insurance with ten (10) or more years of service for less than the required minimum hours for health insurance, the employee shall have coverage paid for by the City of Proctor.

- C. 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 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 that contributions by the Employer ceases pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed by the insurance provider.

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.

Contributions to the insurance provider 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.

If legal action is taken to recover the amount due to the insurance provider, the delinquent Employer shall also 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 insurance provider, shall make such Employer primarily liable and responsible to its employees or employee's estates for any claim for benefits accruing to such employee or employee's estates under the administration of this insurance provider. The payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the insurance provider, including the liquidated damages.

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 insurance provider.

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 judgement of the **Union**, the delinquency results from a clerical error or a bona fide difference or dispute governing eligibility.

If the Employer fails to make prompt and timely payment 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 insurance provider, 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 or benefits.

- D. All employees shall be entitled to one and one-half (1 ½) days sick leave for each month of service. It is understood that the maximum sick leave shall be accumulated up to and including one thousand forty (1,040) hours. Sick leave shall be prorated for part-time employees. A doctor's certificate attesting to the illness may be required by the Employer, if so desired.
- E. Permissible uses of sick leave are listed in the City of Proctor policy Absenteeism/Sick Leave dated April 21, 2003 as are the City's rights to require physician's certificates concerning return to work issues.
- F. **The City will contribute \$200.00 a month for full-time employee's HCSP (Health Care Savings Plan) account. When the full-time employee elects health care coverage they will pay \$200.00 a month in premiums.**
- G. When an employee uses three (3) or fewer unscheduled sick days within a calendar year, the City shall deposit twenty four (24) hours of their pay, prorated for part-time employees, into the Health Care Savings Plan (HCSP) of the employee at the end of that calendar year.

ARTICLE X  
FUNERAL LEAVE

The Employer agrees to pay full-time and part-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays 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 workdays.

The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, stepparents, 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 a minor child. Two additional days may be granted in the event travel is necessary or for personal reasons of business transaction, in the Council's discretion.

ARTICLE XI  
GRIEVANCE PROCEDURE

- A. Should a difference arise between the Employer and the Union or the 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: An employee shall submit a written grievance to their supervisor within fifteen (15) calendar days after such alleged violation has occurred. The supervisor shall give the Union an answer in writing within fifteen (15) calendar days. Any grievance not appealed in writing to Step 2 by the union within fifteen (15) calendar days shall be considered appealed to Step 2.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer personnel committee as the Step 2 representative. The personnel committee shall give the Union the Employer's answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer personnel committee's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered appealed to Step 3.

Step 3: If appealed, the written grievance shall be presented by the Union and the Employer mutually to grievance mediation. A written request shall be submitted by both the Union and the Employer to the Commissioner of the Bureau of mediation Services for a mediator to call the parties together. If the grievance is not resolved in mediation, the grievance shall be considered appealed to Step 4.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in

accordance with the "Rules Governing the Arbitration of Grievance", as established by the Bureau of Mediation Services.

If the Union has not requested an arbitrator panel from the Bureau of Mediation Services within ten (10) calendar days following the Employer designated representative's final answer in Step 3, or if the parties have not commenced the selection of an arbitrator from the BMS supplied panel within ten (10) calendar days following receipt of the arbitrator panel from BMS, the Employer's Step 3 answer shall be considered final and the grievance shall be deemed dismissed. Time frames may be extended upon mutual agreement.

- B. The entire matter in controversy, as aforesaid, shall be referred to this arbitration for disposition and whatever disposition is made shall be binding upon both parties. However, the arbitrator shall not have power to add to or modify any of the terms and conditions of this Agreement.
- C. The decision of the arbitrator shall be final. Should any expense be involved for the service of the above-mentioned arbitrator, such expense shall be borne equally by the Employer and the Union.
- D. The Union will not authorize, assist or support any bannering or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provided is available, but has not been utilized.
- E. Participation in any bannering, slowdown, sitdown, or stoppage of work brought about by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Any complaints as to the propriety of the disciplinary action taken by the Employer under this paragraph shall be taken up through the grievance procedure provided in this Article.
- F. Waiver If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step, and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step. Service shall be deemed effective if the grievance step is post-marked within the time periods specified in Section A.

ARTICLE XII  
MISCELLANEOUS

- A. No employee shall suffer any loss of wages or working conditions as a result of this agreement.
- B. Any employee whose employment is permanently terminated by the Employer for reason other than drunkenness, dishonesty, or malfeasance or who is laid off for two weeks or longer shall be given two weeks notice or two weeks pay in lieu thereof. The Employer shall be entitled to the same consideration. It is, however understood and agreed that any employee who is unjustly discharged will be reinstated with full seniority and be compensated for the time lost.
- C. The Union Shop Card is the property of Local #1189, and at all times is loaned to the Employer while this contract is in effect.
- D. The Employer shall not require the employees to do work coming under the jurisdiction of any other AFL-CIO Local Union.
- E. Leave of Absence: After the employee has used all of his/her accumulated sick leave, he/she shall be granted a leave of absence without pay not to exceed six (6) months without having his/her name removed from the payroll. After the six month period has expired, the Council may review the case and in its discretion determine whether any further leave shall be granted. That total amount of such unpaid leave shall not exceed two (2) years. A doctor's report shall be submitted for each six (6) months.
- F. Jury or Witness Duty: The City will pay the employee's wages while on jury or witness duty and the employee will provide documentation of the jury duty and remit the payment to the City.
- G. One Union member shall serve as a paid member on the City Employee Safety Committee.
- H. Active Ballot Club Checkoff: The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an Individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

ARTICLE XIII  
MILITARY SERVICE

An employee who is ordered to serve in the U.S. Military shall be accorded all rights as set forth under Federal and State Statutes.

ARTICLE XIV  
INJURY ON THE JOB

Any employee who is injured while on duty by physical violence from non-employee e.g., hold-up, robbery, etc., shall be compensated in full for time lost due to said injury not to exceed ten (10) weeks except to the extent that the employee is entitled to wage replacement benefits under the Workers' Compensation Act.

ARTICLE XV  
VISITATION AND BREAKAGE

No employee shall be discharged for breakage, material damage, or products damaged, except in cases where willful neglect or malicious intent can reasonably be shown. In the event that any employee is charged with causing willful damage to any of the Employer's property or equipment, such matter shall be subject to the Grievance Procedure, Article X of this Agreement.

ARTICLE XVI  
LIQUOR SALES

- A. Unless mutually agreed, no sales may be made in the Off-Sale Liquor Department by any other person other than the liquor clerk or manager of the store, except in case of emergency. If any other person other than a liquor clerk or the manager of the store sells or in any other manner works with or handles any intoxicating beverages in the Off-Sale Department, he or she shall receive a one (1) week lay-off without pay for the first offense, and shall be discharged without rehire for the second offense. Inventory and maintenance will be excluded from this provision. If the Employer fails to comply, all effected employees will be made whole.
  
- B. No employee shall be held responsible for register shortages unless adequate procedures have been established by the Employer through which the employee is allowed to check monies in and out of his/her assigned register; and, provided further, that the employee shall have sole access to his/her assigned register in the interim. No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of posted store rules and regulations.



ARTICLE XVII  
SEPARABILITY CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court of administrative decrees or decision.

In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such or portion declared illegal.

ARTICLE XVIII  
DISCIPLINE

- A. The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:
  - 1. Oral reprimand
  - 2. Written reprimand
  - 3. Suspension
  - 4. Demotion or
  - 5. Discharge
  
- B. Notices of suspension, demotions, and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.
  
- C. Written reprimands, notices of suspension, and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the employee's personnel file and be of no effect two (2) years after the date on which the employee acknowledged the reprimand so long as the employee does not have similar discipline during the two (2) year period. If an employee refuses to sign the notice, it shall be so noted on the notice and attached to the personnel file.

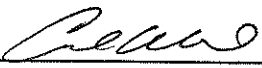
- D. Employees who are the subject of a disciplinary investigation will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- E. Employees may not be suspended without pay for more than thirty (30) working days in any calendar year.
- F. Employees may examine their own individual personnel files at reasonable time under the direct supervision of the Employer.
- G. Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure.
- H. The oral reprimand as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

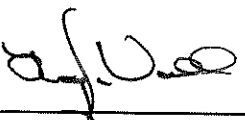
ARTICLE XIX  
CONTRACT TERMINATION

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2020 and remain in effect until the 31<sup>st</sup> day of December 2022 and shall automatically reopen for negotiations as of December 31<sup>st</sup>, 2022. The contract shall be reopened upon request of the Union or Employer for the purpose of negotiating the wage scale and health insurance effective January 1, 2021 and January 1, 2022.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this  
13 day of March, 2020.

CITY OF PROCTOR  
MUNICIPAL LIQUOR STORE

By   
Chad Ward  
Mayor

By   
Troy DeWall  
Interim City Administrator

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL #1189

By   
Stacy Spexet  
Union Representative