

Agreement

by and between

DAN'S TRUCKING
INDEPENDENT OWNER/OPERATOR

and

United Food and Commercial Workers Union
Local #1189



NOVEMBER 1st, 2012 through OCTOBER 31st, 2017

AGREEMENT

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AGREEMENT

This agreement is entered into and is effective on this 1st day of November, 2012, between **DAN'S TRUCKING**, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union, Local No. 1189, chartered by the United Food and Commercial Workers International Union and hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION OF THE UNION

1.1 The Employer recognizes said Union as the exclusive bargaining agent for the employees covered herein for collective bargaining with the Employer; and there shall be no discrimination against any employee because of Union affiliation.

1.2 The Union hereby recognizes that it is the Employer's right to conduct and manage its business according to its own method, discretion, and determination; except as herein specifically modified by the terms of this Agreement.

1.3 All of the rights, power and authority which the Employer had prior to the signing of this Agreement are retained except as specifically abridged or modified by this Agreement and then only to that extent.

ARTICLE 2

CONDITION OF EMPLOYMENT

2.1 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.

2.2 The Employer agrees to deduct Union dues and Initiation Fees and/or 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 more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

ARTICLE 3
MISCELLANEOUS PROVISIONS

- 3.1 The Employer agrees to advise all non-union help who are covered by this Agreement both Part-time and Full-time, to complete a Union membership application and dues deduction authorization. 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.
- 3.2 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for the purposes of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.
- 3.3 The Employer shall have the right to adjust wages of it's employees provided such adjustments are made over the contract wage/rate range, and provided further that such adjustments are made within the contract period.
- 3.4 Warning Notices may be given by the Employer to any employee. A copy of the Warning Notice shall be sent to the Union and delivered or sent to the employee concerned. Any protest of a Warning Notice must be made within ten (10) days. Warning Notices may be given top any employee covered by this Agreement for violation of the Employer's rules or policies of which the Union or the employees have been informed and which are not in conflict with this Agreement. Warning Notices shall not be a part of the employee's record beyond one (1) year.
- 3.5 All Employees shall present themselves on time, ready for work, clean and neat in appearance, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the shop, the Employer or the Union.
- 3.6 In the event an employee is promoted to a supervisory job, he shall retain and accumulate seniority.
- 3.7 No employee shall make any written or verbal agreement that will conflict with this Agreement.
- 3.8 Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay or better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.
- 3.9 The Union shall have the right to appoint a Steward. In no instance shall the Steward be discriminated against for discharging his/her duties, provided such duties do not interfere with the regular performance of his/her work for the Employer or in any way interferes with the operation of this business. It is agreed and recognized, however, that the Employer shall give reasonable consideration to mutually agree to an adequate time to allow a Steward to perform the functional responsibilities of the appointment, without compensation from the Employer.

3.10 The Union shall use its best effort as a Labor Organization to enhance the interests of the Company as an Employer of Union Labor.

3.11 Members of the Union may wear the Union button when on duty.

3.12 The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.

3.13 The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment, and shall provide a first aid kit containing bandages, etc.

3.14 Any employee who serves in the National Guard or Military Reserve units which require annual training, shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit which they serve. An employee shall not be required to take military training duties as his/her earned vacation.

3.15 The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

3.16 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will the Employer limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of his/her race, color, religion, sex, or national origin, age or physical handicap.

ARTICLE 4 **LAUNDRY**

4.1 If required to be worn, coveralls, smocks, and gloves, shall be furnished by and laundered by the Employer. Drip dry materials shall be laundered by the employees.

ARTICLE 5 **NO STRIKE NO LOCKOUT**

5.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strikes during the life of this Agreement.

Participation in any strike, slowdown, or sit-down 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 or any and all Employees participating therein.

5.2 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; nor shall it be deemed a violation of this Agreement for an employee to refuse to cross an established picket line. If a picket line is established, the Employer reserves the right to close its place of business and the same shall not be considered a breach of this Agreement.

Employees choosing not to cross a bona-fide picket line shall not be deemed to be striking this Employer.

ARTICLE 6
SENIORITY

6.1 Seniority shall prevail in regard to laying off and rehiring, providing the employee is qualified to do the work available. Seniority shall be on a departmental basis.

6.2 An Employee shall cease to have seniority if the Employee:

1. Quits;
2. is discharged for cause;
3. Fails to return to employment after layoff and reasonable notice of recall;
4. is unavailable for work for any reason, except for military service, for a period of one (1) year or more;

6.3 A temporary or probationary employee shall become a regular employee and attain seniority when he/she has been employed thirty (30) working days during a sixty (60) day calendar period. During this period, employees shall require no seniority to re-employment rights and may be laid off or discharged at the Employer's discretion. After said period of employment, the employee shall become a regular employee and shall be placed on the seniority list in the order of date of latest employment.

6.4 No employees shall lose seniority because of sickness, accident or for any reason beyond the control of the employee. Part-time employees who become available for permanent Full-time employment will be given consideration in filling permanent positions.

6.5 Full-time employees shall be employees who work twenty-eight (28) hours per week.

ARTICLE 7
EMPLOYMENT TERMINATION

7.1 The Employer shall be entitled to one (1) week's notice of an employee's intention to terminate. Such notice shall be in writing. Failure to give proper notice may result in the loss of vacation pay to the employee.

The Employer shall give the Union and the employee affected one (1) week's notice (7 calendar days) notice of termination of employment where the Employer is terminating his business or selling the same. Where the employee works less than his/her normal schedule after, he/she shall receive his/her normal pay.

No employee shall be suspended, demoted, or dismissed without sufficient cause. If, after proper investigation, it is found that an employee has been disciplined unjustly, he or she shall be reinstated with full rights and compensated in full for all time lost.

Provided, however, that no claim for compensation for time lost shall be paid unless the claim is presented to the Employer in writing within ten (10) days after the suspension, demotion, or dismissal in question. In case of a dismissal, the employee affected may request and shall receive from the Employer in writing, the reason for said dismissal.

7.2 Reasons for discharge shall include but not be limited to:

1. Dishonesty.
2. Incompetence.
3. Racial intolerance.
4. Failure to obey reasonable instructions not in conflict herewith.
5. Reporting to work intoxicated or drinking on the job.
6. Failure to notify Employer or managers to be excused from work.

ARTICLE 8 **AGREEMENT VIOLATIONS**

8.1 All claims for back pay or loss of wages arising under this Agreement on account of any violation of the terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period a claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a sixty (60) days prior to the filing of the grievance.

ARTICLE 9 **UNION SHOP CARDS**

9.1 The Union Shop Card is the property of the United Food and Commercial Workers Union Local #1189 at all times and is loaned to the Employer while this Contract is in effect.

ARTICLE 10 **COMPETENT HELP**

10.1 The Union at all times shall endeavor to furnish reliable competent help at the Employer's request; and shall do everything possible to further goodwill and the interest of the Employer.

ARTICLE 11 **GRIEVANCE & ARBITRATION PROCEDURE**

11.1 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 any 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:

1. Between the employee affected and his/her department head or between the employee affected, a Steward, and the department head.

2. By the Steward and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
3. 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 provided, the matter may be referred by either party within three (3) days to a board of arbitration, composed of three (3) members, one (1) designated by the Employer, one (1) designated by the Union, and the third (3rd) 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 (3rd) party within three (3) additional days, the third (3rd) person shall be appointed as follows: A panel of five (5) names shall be requested 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.

11.2 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.

11.3 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 (3rd) member of the board of arbitration, such expense shall be borne equally by the Employer and the Union.

11.4 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 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 Committee.

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

ARTICLE 12

LEAVES OF ABSENCE

12.1 Employees shall be entitled to written Leaves of Absence for the following reasons:

1. **Illness or Injury:** Illness or injury of the employee, which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the Employer of his/her whereabouts and status.

2. In cases of compensable injury, employees shall be granted a Leave of Absence for a period of up to one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the employee notifies the Personnel Department in writing, that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

12.2 **Employees Injured on the Job:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, provided a call to the Employer is made from the doctor's office by 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.

12.3 **Maternity Leave:** Maternity Leave under this contract shall comply with all federal and state regulations.

12.4 **Military Service.** Military service by the employee will be in compliance with provisions of the Veterans' Re-employment Act.

12.5 **Election to Union Office or Delegate.** Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed the term of office to which he/she is elected.

12.6 **Leave of Any Other Reason Acceptable to the Employer.** The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted Leave of Absence.

12.7 Other leaves as per item 12.6 above shall run to a maximum of three (3) months for employees. The Union and the Employer may mutually agree to extend the Leave of Absence.

12.8 Any employee who is granted a Leave of Absence and while on such Leave of Absence accepts employment with another Employer, or who goes into business for himself/herself, is subject to discharge.

12.9 Upon return to work from a Leave of Absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to Thursday noon of any week, the employee shall be restored to work to begin no later than Monday following the giving of such notice. If the notice of availability for work is given after Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

12.10 Employees on Leaves of Absence shall not be entitled to Holiday pay or any other benefits of this contract, unless specifically provided for herein.

ARTICLE 13
JURY DUTY

13.1 A full-time or part-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/her jury duty pay does not equal his/her regular weekly pay, the Employer will make up the difference, provided the employee works such hours as he/she 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 the Employer while serving on jury duty will be required to turn in to the Employer the jury duty pay for the period he/she served on the jury.

ARTICLE 14
FUNERAL LEAVE

14.1 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 work days (four {4} days for a spouse, child, Mother or Father) 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 work days. The term "Immediate Family" shall mean Spouse, parents, step-parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grand-children, legal guardian or any relative residing with the employee or with whom the employee is residing. The last day of the leave shall be the day of the funeral, except if the funeral is more than two hundred (200) miles from the employee's place of residence.

ARTICLE 15
SEPARABILITY

15.1 Should any part hereof or any provisions 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.

15.2 The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration 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 16
VACATIONS

16.1 Full-time employees who have been employed by the Employer for a period of one (1) year or more shall receive one (1) weeks' vacation with pay. Full-time employees who have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay. Full-time employees who have been employed by the Employer for two (10) years or more shall receive three (3) weeks' vacation with pay.

Vacation shall be taken between the months of May 1st and October 1st of each year unless otherwise agreed between the Employer and employee involved. Full-time employees who have worked 1,730 hours or more in their anniversary year shall be entitled to a full vacation period.

If an employee works less than 1,730 hours in the anniversary year, he shall receive one tenth (1/10th) of his full vacation for each 173 hours worked.

16.2 Full-time employees with six (6) months or more of continuous service with an Employer, who quits, is laid off, or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation. Such pro-rated vacation is to be based the length of time an employee served from the date of employment during the first year, and thereafter the length of time an employee served since his last anniversary date of employment.

1st year 1/10th for each 173 hours worked.
2nd year 2/10th for each 173 hours worked.
10th year 3/10th for each 173 hours worked.

16.3 Part-time employees working twenty-eight (28) hours or more each week, shall, after one (1) year of service be entitled to one (1) weeks' vacation of twenty-eight (28) hours or more according to the average number of hours worked for each week during the year.

16.4 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 part of one (1) weeks' vacation with pay, equivalent to the part of the preceding twelve (12) months that such employee has been employed.

16.5 Full-time employees taking their vacation in Holiday weeks shall be given one (1) extra day of eight (8) hours of vacation, or pay in lieu thereof.

16.6 Vacation pay for full-time employees shall be at the employee's straight-time rate for the average number of hours worked each week during the past year, provided that no employee shall receive more than fifty-two (52) hours of straight time pay for each week of vacation to which the employee is entitled.

16.7 Vacation shall, as far as possible, 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 Employer reserves the right to make changes in 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.

16.8 After sixty (60) days' absence, a vacation shall be pro-rated 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 17
HOLIDAYS

17.1 Holidays within the meaning of this Agreement shall include:

New Year's Day	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Day

and from 12:00 Noon until 3:00 PM on Good Friday, or days celebrated for the foregoing.

Employees shall receive pay for lost time as a result of the Employer's closing at 4:00 PM Christmas Eve. When New Year's Day or Christmas Day falls on Sunday, the employees shall be granted Monday as a Holiday.

When the Fourth of July falls on Sunday, depending on the Employer's decision, the employee will either be granted Monday as a Holiday or will be given a Personal Day to use within the next three hundred sixty-five (365) days.

17.2 Full-time employees will be paid for eight (8) hours straight-time pay for any of the above-mentioned days, if the employees have worked during the Holiday week and the scheduled day before or the scheduled day after the Holiday, except for excused absence. Time and one half (1½) in addition to the regular hourly wage, will be paid for time worked on a Holiday listed in Section 17.1. No employee shall be rescheduled during the Holiday week to avoid payment of Holiday pay.

17.3 Regularly scheduled permanent part-time employees shall be entitled to Holiday pay for the number of hours they would normally be scheduled to work, not to exceed eight (8) hours of straight-time pay; and if the employee has worked their last scheduled work day before or their first scheduled work day after a Holiday, except for excused absences. No employee shall be rescheduled during the Holiday week to avoid payment of Holiday pay.

ARTICLE 18
HEALTH AND WELFARE

18.1 The Employer signatory or bound by this Agreement 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 all parties agree have been furnished to and read by all Employers 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 hereto hereby irrevocably designates the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

18.2 The Employer agrees to pay on behalf of and for the benefit of each employee entitled to coverage, the sum necessary to maintain benefits and participation in the Area Retail Food Health & Welfare Plan, for each employee working an average of twenty-eight (28) hours per week or more and who is on the payroll on the first day of any month, in accordance with the following rules: (1) New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following their date of employment, providing the employee had worked one (1) 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, provided the employee has worked one (1) 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 Employer after the respective date that 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, and thereafter such employees shall have the conversion privileges as may be provided in the respective policies..

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.

18.3 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 said Fund, and all contributions payable to the Fund shall be transmitted to the office of the Fund no later than the fifteenth (15th) of the month immediately following the calendar month in which the work was performed on which contributions are being made. In the event said reports are not furnished or such contributions are not paid as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforesaid Agreement and Declaration of Trust shall be available:

1. The Trustees or the agent of the Fund shall give the delinquent Employer three (3) notices in writing, not closer than ten (10) days apart, with return receipt requested, at the address shown in the records of the Fund, plan or Union. Ten (10) days after the last notice, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made, or said records submitted, such action including but not limited to the right to withhold services from such Employer, and other concerted activity for as long as the failure to make such contribution continues; Article 5, No Strike or Lockout Clause, notwithstanding.
2. In no event shall the provisions relating to Health and Welfare Fund as set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.
3. If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an employee, 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 and liable to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

18.4 It is understood and agreed that the Employer shall assume any increase in contributions which shall arise as a result of the negotiations between the United Food & Commercial Workers Union, Local #1189, and the Area Grocers of the Northern Minnesota - Wisconsin Area in their negotiations; it being anticipated that some substantial increase in contributions will result as a part of those negotiations.

ARTICLE 19
COLLECTIVE BARGAINING

19.1 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:


1. As to grievances.
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if required to do so by the Union.
3. 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.
4. As expressly provided herein.

ARTICLE 20
DURATION

This Agreement shall become effective on the 1st day of November, 2012, and shall remain in full force and effect through the 31st day of October, 2017. This Agreement shall remain in full force and effect from year to year thereafter, unless written notice of desire to change or modify this Agreement is given to the other party sixty (60) days prior to the date of expiration, at which time either party desiring a change shall notify the other party in writing of the specific paragraphs or articles they are desirous of changing so that negotiations may be started as early as possible during the sixty (60) days.

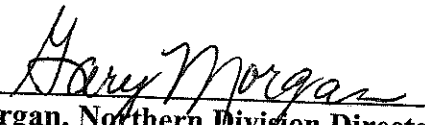
Dated this 29th day of July, 2013.

FOR THE EMPLOYER



Dan Alstrom
DAN'S TRUCKING

FOR THE UNION



Gary Morgan, Northern Division Director
UFCW LOCAL #1189

APPENDIX "A"

**NORTHERN MINNESOTA-WISCONSIN AREA RETAIL FOOD
HEALTH & WELFARE FUND**

PARTICIPATION AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of **January, 1998**, 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 of 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 The Employer 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 the Employer and which is part hereof by reference; the effective date of participation in the Welfare Fund is **January 1st, 1998**.
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.**

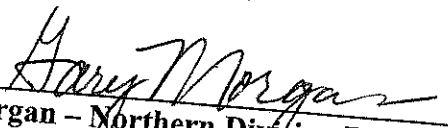
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

FOR THE EMPLOYER



Dan Alstrom
DAN'S TRUCKING

FOR THE UNION

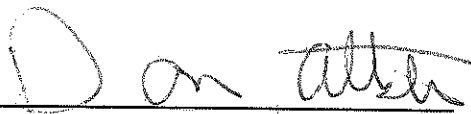


Gary Morgan - Northern Division Director
UFCW LOCAL #1189

**LETTER
OF
UNDERSTANDING**

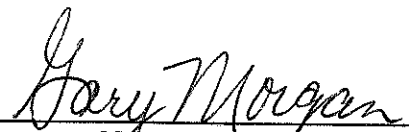
Should the Employer fall more than two (2) months delinquent on Health & Welfare payments, the Employer will not be allowed to make contributions and the employees will be notified by the Fund office of their options.

FOR THE EMPLOYER



Dan Alstrom
DAN'S TRUCKING

FOR THE UNION



Gary Morgan – Northern Division Director
UFCW LOCAL #1189