

**UNITED FOOD AND COMMERCIAL
WORKER'S UNION,
LOCAL 1189**

MEAT BARGAINING UNIT

And

SUPER ONE FOODS

2022 - 2025 CONTRACT

April 24, 2022 to April 20, 2025

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THIS AGREEMENT is entered into and is effective on the 2nd day of August, 2022, between Miner's Incorporated d/b/a Super One Foods hereinafter referred to as the Employer, and the United Food and Commercial Workers Union Local No. 1189 (Meat Bargaining Unit) chartered by the United Food and Commercial Workers Union AFL-CIO and hereinafter referred to as the Union.

ARTICLE 1

INTENT AND PURPOSE

1.1 **Cooperation.** The Employer and the Union in recognition of the need of continuous service through cooperation mutually agree to cooperate fully for harmonious relationship, efficient store operation, and maximum service to store customers.

1.2 **Management Rights.** All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer.

1.2a. **Deviation.** The Employer may deviate from specific terms and conditions of this agreement in the event of an Act of God or other situation beyond the Employer's control (i.e. power outages or gas leaks) where enforcement of such terms and conditions would cause the Employer harm.

1.3 **Responsibility.** 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 and for making and keeping this Agreement

ARTICLE 2

RECOGNITION

2.1 **Exclusive Representative.** The Employer recognizes the Union as the sole representative of the Employees in the classifications set forth in this Agreement for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified. This Agreement shall be binding on the parties' signatory hereto, their successors and assigns.

2.2 **Meat Department Work.** All work performed in the Meat Department will be done by members of the UFCW Local 1189 Meat bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms, and the service and/or self-service display cases where fresh, smoked, cooked, and frozen meats, poultry, fish, or seafood's are offered for retail sale. The industry practice of pricing meat products shall be performed by members of the UFCW Local 1189 Meat Bargaining Unit.

2.3 **Meat Department Products.** Meat department Employees will handle meat products and there is no limitation on meat products, which can be sold by the Employer. All current

and new prepackaged meat and related products to include fresh, frozen, and precooked products will be ordered, stocked, and maintained by members of the UFCW Local 1189 Meat Bargaining Unit.

2.4 **Central Meat Plant.** If the Employer opens a Central Meat Plant outside the geographical jurisdiction of UFCW Local 1189 and desires to supply stores under this contract from such plant the provisions of this contract shall be applicable.

ARTICLE 3 UNION SECURITY

3.1 **Union Membership.** 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.

3.1a **Condition of Employment.** 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 31st day following the beginning of such employment become and remain members in good standing in the Union.

3.2 **Union Dues.** 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.

3.3 **Dues Checkoff.** The deduction of the Union dues shall be made on a weekly basis and shall be deducted from the 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.) The Union shall indemnify the Employer and hold it harmless from any and all claims, demands, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any lists, notice or authorization that shall have been furnished the Employer under any such provisions.

3.4 New Employees. The Employer agrees to advise all non-union help, both Part-time and Full-time to report to the Union office or store steward within the thirty-one (31) day grace period in order to establish a record of starting and for membership data such as name, address, date of birth, etc. The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 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. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees on the first and second Tuesday of each month, from 9:00 pm to 9:15 pm, with the exception of school age new hires who will be excused at 9:00 pm. A second meeting day will be held on the first and second Saturday of each month from 9:00 am to 9:15 am and from 1:00 pm to 1:15 pm to discuss the benefits under this Agreement and of Union Membership. The Union agrees to hold the Employer harmless for any actions or claims made by, or on behalf of employees relating to this clause.

ARTICLE 4 HOURS OF LABOR

4.1 Basic Workweek. Forty (40) hours to be worked in any five (5) days Monday through Saturday shall constitute a regular work week. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. The daily hours to be worked shall be set upon a regular schedule. Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours per day, scheduled or approved, after forty (40) hours per week, or on the sixth day. Time and one-half (1½) shall also be paid for all hours worked before 5 a.m. or after 10 p.m. by full-time Employees hired before May 1st, 2005.

4.2 Meal Periods. All time worked shall be consecutive, except that one hour shall be allowed for each meal period if the Employee works more than four (4) hours, lunch to be scheduled as near as possible to mid-shift. If requested by the Employee, a meal period of ½ hour shall not be denied unless, in the opinion of the Employer, a business justification exists for such denial. No Employee shall be scheduled to work in excess of five (5) hours without a meal period. Regular Full-time Employees may be scheduled to start work at any time after 12:00 noon provided they are scheduled to work 8 hours.

4.2a. Employee Scheduling. Employees shall be required to work before 5 a.m. and after 9 p.m. when so scheduled. No regular Full-time Employee shall be required to work more than two evening per week. Sunday overtime pay of time and one-half (1½) for Full-time Employees hired before May 1st, 2005 and fifty cents (50¢) per hour for Part-time Employees hired before May 1st, 2005 shall remain the same. Employees hired after April 30, 2005 will not receive Sunday Premium Pay.

4.3 Duplication of Pay. There shall be no pyramiding or duplicating of daily, weekly and/or before 5 a.m. or after 9 p.m. overtime or premium pay.

4.4 **Call-in Pay.** When scheduled or called to work, Full-time and Part-time Employees, if available, shall receive a minimum of four (4) hours work or pay; except in case of emergency, when call in shall be two (2) hours for all Employees.

4.5 **Minimum Schedule of Hours.** No Employee shall be scheduled for less than eighteen (18) hours per week. This minimum does not apply if the Employee has restricted their availability to less than eighteen (18) hours per week.

4.6 **Union Access to Payroll.** It is agreed that each Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of the Union. The Employer shall furnish the Union with copies of the requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each Employee. The payroll records will be available for a maximum period of one (1) year.

4.7 **Work Schedule Posting.** Work schedules for all Employees shall be made up for a two week period. The schedule shall be posted for any two week period no later than Friday at 2:00 p.m. preceding the first week of the two week period. When posting the schedules, the Employer shall show, in seniority order, the Employee's first and last name on the schedule in ink. All Employees shall have the opportunity prior to the posting of the schedule to request of the Company, in writing, a particular day or days off. Written day-off requests must be received no later than five (5) days prior to the time the work schedule is posted. If the requested day or days off are for a justifiable reason, the Employer will grant the request based on the needs of the business so that the Employee receives their requested day or days off without loss of hours, based on seniority. Untimely requests (those that come in with less than five (5) days' notice), if granted, may result in loss of hours. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the Employee. Employees will notify the Employer in advance when they will not be available for work. Each Employer shall designate a store contact person per written store policy, including contact persons' names and phone numbers, which will be posted on the Employee bulletin board. The Employer will provide schedules for all Employees in all departments, performing bargaining unit work, to the Union on the date in which the schedules are to be posted in the stores. The method by which schedules are supplied will be consistent with Company current practice, as may be updated from time to time.

4.8 **Absences.** Employees, if absent, shall call in daily, or shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the Employee shall report their availability for work at least 24 hours prior to the time that the employee expects to report to work or prior to the time the Employer makes up the schedule for the next week.

4.9 **Rest Periods.** All Full-time Employees shall be entitled to rest a period of fifteen (15) minutes in the forenoon and afternoon of each day, for which they shall be compensated at their regular rate of pay. Part-time Employees working more than a four (4) hours consecutive shift shall be entitled to a rest period of fifteen (15) minutes. Employees may be required to punch in and punch out.

4.10 **Pay Frequency.** Employees shall be paid in full for all time spent in the service of the Employer. All Employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis. Employer may implement a bi-weekly (every other week) payroll during the term of the agreement provided Employer's implementation of such a biweekly payroll includes providing not less than a 30 days advance notice and it starts in a month that has three pay periods.

4.11 **Company Meetings.** Required attendance at company meetings shall be paid at the Employee's regular wage rate for the time actually spent at the meeting. Any meetings in excess of four per calendar year shall entitle the Employee to no less than the guaranteed call in time at the proper hourly wage rate, inclusive of premium rates and overtime if applicable.

4.12 **Night Premium.** All Part-time Employees hired before May 1st, 2005 doing night work shall receive a \$.35 per hour premium over and above the regular hourly rate. The night premium of \$.35 per hour will be paid to all Employees hired before May 1st, 2005 working between the hours of 10:00 p.m. and 8:00 a.m., provided such Employees are scheduled to start work prior to 5:00 a.m. The night premium of \$.35 per hour also will be paid to any Employee hired before May 1st, 2005 who has the majority of their scheduled work hours between 10:00 p.m. and 6:00 a.m.

4.13 **Working at Multiple Store Locations.** If an Employee is required to work in more than one store during their regular eight-hour shift, the employee shall be paid their regular straight time rate of pay for time spent in transit, one way.

4.14 **Equitable Distribution of Work.** Work to be distributed as equally as possible between Employees in all areas within the classification.

4.15 **Setting Scheduling.** Store operating hours shall be set by each Employer on Sunday through Saturday inclusive. No Employee will be forced to work more than two consecutive Sundays. Volunteers will continue to be sought and scheduled by seniority. If insufficient volunteers are received, junior qualified Employees will be scheduled.

4.16 **General Terms.** For the purpose of computing wage rates, a Full-time Employee shall be as defined in Paragraph 10.10. Employees shall be paid in full for all time spent in the service of the Employer. A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on a discriminatory basis

4.17 Previous Comparable Experience. Previous comparable experience shall be considered for the purposes of rate determination. All claims by Employees for prior food handling experience must be disclosed during the application process. Employers that employ Employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union.

4.18 Technological Changes and Automation

A. The parties recognize that automated equipment and technology is now available and will be available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities for bargaining unit employees. At the same time, the Union recognizes the Company has the right to avail itself of modern technology and automation. With this common objective, the parties agree as follows: In the event the Employer introduces technological changes, which for the purposes of this article is defined as price marking and electronic scanners that would result in the elimination of bargaining unit work, sixty (60) days advance notice of such change will be given to the Union. Less than sixty (60) days advance notice of such change will be appropriate if the Employer is unable, due to sales or marketing difficulties or circumstances that reduce the Employer's ability to provide such notice, but, in such case, the Employer will give as much advance notice as possible.

B. In addition, the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employee.
2. Where retraining is not applicable or possible, the Employer will make every effort to affect a transfer of the effected employee to another store.
3. In the event an employee is not retrained or transferred, and is permanently displaced as a result of major technological changes, as defined above, the Employer agrees that it will bargain with the Union over the effects of such displacement.

C. It is further agreed and understood between the parties that the layoff provisions contained in this Agreement shall be complied with in the event of any technological changes causing layoff.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 **Union Access.** A duly authorized representative of the Union shall be admitted to the Employer's premises during the hour's Employees covered by this Agreement are at work, for the purpose 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.

5.2 **Over-rate Wages.** The Employer shall have the right to adjust wages of its Employees provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period. Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay than those herein specified, shall suffer no loss as a result of this Agreement.

5.3 **Tools.** Tools shall be furnished by the Employer and maintenance of tools shall be on the Employer's time. All tools and equipment shall be maintained in a safe operable condition.

5.4 **Employee Work Conduct.** All Employees shall present themselves on time, ready for work, clean and neat in appearance, in accordance with written company policies, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the Shop, the Employer and the Union.

5.5 **No Conflicting Agreements.** No Employee shall make any written or verbal agreement that will conflict with this Agreement.

5.6 [Intentionally omitted]

5.7 **Customer Service.** Customers in the store at closing time shall be waited upon by the Employees, provided the doors were closed at the store's regular closing time.

5.8 **Union Responsibility.** The Union shall use its best efforts as a labor organization to enhance the interests of the company as an Employer of Union labor.

5.9 **Union Buttons.** Members of the Union may wear a Union button when on duty.

5.10 **Bulletin Board.** The Company shall provide a bulletin board on which the Union may post notices pertaining to Union business.

5.11 **Safety and Health.**

A. **Commitment to Safety**

1. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard.

2. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.
3. The Employer will establish and publish a written policy setting out its guidelines for employees' safety and store security. These guidelines shall make clear that no employee is required to take action in response to theft or security incidents which may endanger the safety of the employee.

B. Safety Training.

The Employer will provide training to its employees as to how they should perform their jobs safely and employees shall be paid for said training. The Employer will not allow any employee to operate any equipment or handle hazardous materials until the employee has received all relevant training.

C. Protective Equipment.

1. The Employer shall continue to provide necessary PPE at its own cost.
2. The Employer shall continue to maintain anti-fatigue mats where appropriate in the store.

D. Safety Meetings.

1. Safety meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and meeting outcomes will be posted in-store for all employees to review and provide feedback.
2. A storewide committee will be composed of one (1) union appointed bargaining unit member, one (1) Union Representative or designee, four (4) store employees and up to three (3) Employer representatives. Should the Union appointed member be unable to make a committee meeting, then another union member that does not hold the role of Department Manager will participate.

Employees shall be paid for any time spent in safety meetings.

5.12 Physical Exams. If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

5.13 Military Service. The Employer will comply with the applicable laws of the United States concerning the re-employment of persons entering and leaving the military service of the United States.

5.14 Non-Discrimination Clause. The Employer and the Union agree not to discriminate against any individual with respect to their hiring, compensation, terms of conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee employment opportunities because of race, color,

religion, sex, national origin, age or disability. The Employer and the Union agree to comply with the Minnesota Human Rights Act, Minn. Statutes Chapter 363.

5.15 ***Meat Stocking.*** The Store may use a non-meat department employee to stock fresh meat products and add items from the meat cooler as necessary if a meat department employee is not available and no meat department employee has been reduced in hours.

5.16 ***Active Ballot Club Checkoff.*** The Company agrees to deduct amounts designated by Employees for the UFCW Active Ballot Club (ABC) when the Company has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Company agrees to remit the ABC contributions to Local 1189 in the same manner as the Union dues.

5.17 ***Meat Department Job Openings.*** In the event there is an opening in the Meat Department, the Employer agrees to consider the Union as a source of replacement Employees or as a source of securing qualified new Employees.

5.18 ***Temporary Manager Replacement.*** If the Meat Department Manager is absent for any reason for one (1) week or more, the person designated to take their place will be paid the Meat Department Manager contract rate of pay for each full week of absence. The designated individual shall not necessarily be the most Senior Department Employee but rather shall be, in the Employers' sole opinion, an individual qualified to do the work and appropriate for the relevant market.

5.19 ***Work Assignment among Multiple Stores.*** When it becomes necessary for the Employer to work a Full-time Employee in more than one store to provide an Employee with a full work week, the junior qualified Employee shall be required to accept such an assignment if a senior Employee exercises their option to reject the assignment. Provided, the junior Employee is qualified in the opinion of the Employer to do the required work.

5.20 ***Special Events.*** The Employer shall have the right during grand openings, grand reopening, Special events (one day sales) and resets, to have outside vendors work in the meat department in aid to the grand opening, grand reopening, and reset except they cannot price, weigh, tray, cut or wrap meat products.

ARTICLE 6 LAUNDRY-UNIFORMS

6.1 ***Employer Provided Uniforms.*** In the event the Employer requires its Employees to wear smocks, aprons, jackets, caps, uniforms, or insignia, the Employer shall furnish and maintain same.

ARTICLE 7

NO STRIKE NO LOCKOUT

7.1 *Unauthorized Work Disruptions.* 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 term of this Agreement. Participation in any strike, slowdown, 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 of any and all Employees participating therein.

7.2 *Lawful Strike Exception.* 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 labor dispute, 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 7A

APPRENTICESHIP

7A.1 *Number of Apprentices.* Apprentices shall be allowed in the markets on the following basis: One (1) Apprentice to a shop employing two (2) Journeymen or fraction thereof, and thereafter one (1) Apprentice to two (2) additional Journeymen.

7A.2 *Apprentice Openings.* When an Apprenticeship opening occurs, a notice will be posted in the store, informing all Employees of the opening and encouraging employees to apply. The opening will be filled on a non-discriminatory basis.

7A.3. *Training.* Any person selected to fill an Apprenticeship opening will be given adequate on-the-job training up to 30 days to determine his or her ability to perform as an Apprentice in such a manner as to be able to meet Journeyperson requirements upon the completion of the Apprenticeship program. This time period may be extended for an additional 30 days by the mutual agreement of the Employer and the Union.

7A.4 *Apprentice Seniority.* Any Employee successfully completing the Apprenticeship program will have seniority established in the Journeyperson classification as of the date of entry into the Apprentice classification, and will hold seniority rights for purposes of layoff, recall, and reduction of hours in accordance with the terms of the collective bargaining agreement.

ARTICLE 7B

JOB DESCRIPTION

Meat Department Manager

The Meat Department Manager shall be a qualified Meat Cutter. The Employee shall perform all duties of a Journeyperson in the Meat Department. Because of the skill and work experience that the Meat Department Manager must possess, the employee shall in the performance of their work direct the movements and operations of other Employees in the Meat Department.

Journeyperson

A Journeyperson is a skilled Meat Cutter who has either served their Apprenticeship in accordance with the period of time set forth in this Agreement or who has qualified as a skilled Meat Cutter.

A Journeyperson should be qualified to do the following: The receiving, handling, cutting, selling, processing, wrapping, pricing and displaying of meat, poultry, sausage or fish, fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

Apprentice

An Apprentice is a person learning all details and developing manual skill for performing, after a stated number of years training, the duties of a Journeyperson Meat Cutter.

Meat Helpers/Part-Time Meat Handler

It is agreed that Meat Helpers and Part-time Meat Handlers shall only be permitted to mark, weigh, wrap, package, price, label, stock and display merchandise for sale; clean equipment and meat processing area; sell meat and cheese; slice prepared luncheon meats and cheeses; and cut prepared luncheon meats and cheeses.

Non-Food Worker

A "Non-Food Worker" is a Meat Department Employee whose duties are limited to cleaning equipment and the meat processing and display areas. These Employees shall receive no benefits under any provisions of this agreement including, by way of example and not limitation, health and welfare coverage, pension contributions, or holiday pay. Employees employed on April 15, 1988 shall not lose current hours of work as the result of Employer hiring in accordance with this provision. Hours of Part-Time Non-Food Workers are not subject to the "bumping" provisions of this Agreement. The implementation of this provision shall not be construed to alter current weekly and monthly scheduling practices of Employer.

ARTICLE 8 VACATIONS

Full-time (FortyPlus) Employees

8.1 **Vacation Benefit.** Full-time Employees shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, three (3) weeks after the eighth year, and four (4) weeks after the fifteenth year.

8.2 **Vacation during Holiday Week.** Full-time Employees taking their vacation during a holiday week shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.3 **Vacation Pay Calculation.** Vacation pay for Full-time Employees shall be at the Employee's straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the Employee is entitled, inclusive of overtime, time worked on Sunday, and time while on jury duty or training duty with an Employee's national guard or reserve unit.

8.4 **Vacation Pay Proration.** Full-time Employees with 6 months of service who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year. As to all full-time Employees, after sixty (60) days absence, vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary), provided the Employee has worked six (6) months or more since their last anniversary date and has a minimum of one (1) year seniority.

8.5 **Part-time Vacation Credit.** Part-time Employees who move into a full-time position with the same Employer shall receive credit for years of service on their vacation schedule for time spent as a Part-time Employee. Example: A Part-time Employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the Employer. That Employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

Part-time (including ThirtyPlus) Employees

8.6 **Vacation Benefit.** Part-time Food Handling Employees hired before May 1, 2005 shall be entitled to vacation of three (3) weeks after the seventh (7th) year and four (4) weeks after the fifteenth (15th) year. Part-time Food Handling Employees hired after April 30, 2005 shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the eighth year.

8.7 **Vacation Pay Calculation.** Vacation pay shall be based on the average number of hours worked on a weekly basis during the year. "During the year" means the fifty-two (52) weeks immediately preceding the Employee's anniversary date.

8.8 Vacation Pay Proration. Part-time Employees with one year or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year.

8.9 Part-time Nonfood Handling Employees. Part-time Nonfood Handling Employees, Baggers, and Utilities, shall be entitled to annual vacation of one (1) week after two (2) years of employment and two (2) weeks of paid vacation after five (5) years, based on average hours worked.

Applicable to Full-time and Part-time Employees.

8.10 Vacation Preference. Vacation shall, as far as possible, be granted for the period preferred by the Employee, but should the granted 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.

8.11 Vacation Blockout. The Employer may block out three (3) weeks during the year. During these three (3) weeks, no vacation shall be scheduled. The three (3) weeks that the Employer chooses to block will be indicated prior to the January 1st vacation selection date and may not be modified once set.

8.12 Vacation Signup. A vacation sign up schedule shall be posted the first banking day following January 1st of each year. Employees taking a full week of vacation or longer may request that their vacation period include a full week end. The Employer shall grant such request unless there is a justifiable reason to deny such request. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior employee notified the employer of their requested vacation dates in writing prior to March 1st of each year. After March 1st, vacation dates shall be scheduled on a first come-first served basis without regard to seniority and not subject to bumping. The Employer will approve the vacation sign-up by March 15th each year. In all other cases, each Employee will be notified of their vacation period within two (2) weeks of receiving the employee's written request.

8.13 Vacation Changes. The Employer reserves the right to make changes in vacation periods when considered advisable for efficient operation. If a vacation week that was granted and approved prior to March 1st becomes available after March 1st, that vacation time shall be offered in order of seniority. Vacations for each year must be taken during the year or be forfeited, with the exception of unusual and compelling circumstances acceptable to the employer. Requests will not be unreasonably denied.

8.14 Minimum Vacations. In each store, the following may be gone on vacation at any one time: A minimum of one Full-time grocery Employee; one Part-time grocery Employee. In no instance may more than one department head be on vacation at the same time.

8.15 **Workers Compensation.** An Employee absent from work because of workmer's compensation injury will have the time absent from work counted as time worked for a period of up to eight (8) weeks.

8.16 **Single Vacation Days.** Employees with two (2) or more weeks of vacation may take one (1) week of vacation in single day increments. Single vacation days will be scheduled on a mutually agreeable basis with a minimum notice of the week before the schedule is posted. Full weeks shall take precedence over single vacation days. Single days will be selected following full week vacation sign up and will be granted on a first come, first serve basis, based on the criteria set forth in Section 8.11 above. Employees may take single day vacation time off in a minimum of 4-hour increments (or the balance, if less than 4 hours) for any approved absence.

8.17 **Store Vacation Deviations.** In those stores where mutual agreement can be achieved, a procedure for vacation selection shall be adopted as a matter of company policy.

Personal Days

8.18 **Full-time (FortyPlus) Employees.** Two (2) additional personal days off with pay shall be granted to Full-time Employees hired before May 1, 2005 by mutual agreement between the Employer and the Employee so that Employees on an individual basis will have a three-day weekend counting their regular day off. Full-time Employees hired after April 30, 2005 shall be granted two (2) personal days with pay after five (5) years of employment. Personal day pay shall be eight (8) hours per day for eligible Full-time Employees.

8.19 **Part-time (including ThirtyPlus) Employees / Nonfood Handling Employees.** Part-time Food-Handling Employees hired prior to June 29, 2008 and Part-time Non-Food Handling Employees hired before May 1, 2005 will receive two (2) personal days. Personal day pay shall be seven (7) hours per day for eligible Part-time Employees.

ARTICLE 9 HOLIDAYS

General

9.1 **Designated Holidays.** For purposes of this contract, the following days are holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees shall not work on Christmas Day and after 4:00 p.m. Christmas Eve. It is agreed that no Employee shall work after 4:00 p.m., December 24, Christmas Eve.

9.2 **Holidays falling on Sunday.** In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of

this Article except that Christmas Day shall always be observed as a holiday on December 25th.

9.3 **Overtime Pay.** All Employees with one (1) or more years of service who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Easter Sunday shall be paid at time and one-half (1½) their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits, which may accrue under this agreement.

9.4 **Non-counted Hours.** All Holiday hours actually worked shall not be included in health plan part-time / full-time contribution calculations, except for determining the minimum hours requirement for health fund contributions, or for pension contributions. Holiday pay will not be included when calculating overtime or part-time / full-time status.

9.5 **Holiday Volunteers.** Employees can volunteer to work on holidays and such opportunities will be assigned by seniority consistent with efficient operation of the store. If there are insufficient volunteers in a seniority category, the Employer may schedule Employees to work on holidays by inverse seniority. In no event will an Employee be required to work on two successive holidays on which the store is permitted to be open for business, provided the store can achieve necessary staffing levels. (This provision is intended for use in the smaller stores and in classifications of 3 employees or less.)

Full-Time (FortyPlus) Employees

9.6 **Full-time Holiday Pay.** Full-time Food Handling Employees who have completed a full year of employment shall receive eight (8) hours straight time pay for any of the above-mentioned days, if the Employee has worked during the holiday week their scheduled day before and scheduled day after the holiday, except for bona fide illness.

9.7 **Grandfathered Good Friday Pay.** Full-time Employees hired before May 1, 2005 shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. The time off shall be determined by mutual agreement between the Employer and the Employee affected.

9.8 **Christmas Workweek.** During the week in which Christmas Eve and Christmas Day occurs, the basic work week shall be twenty-nine (29) hours for Full-time Employees hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005.

9.9 **Christmas Workweek when Christmas Eve falls on Saturday.** When Christmas Eve falls on Saturday, the preceding basic work week will be thirty-seven (37) hours for Full-time Employees hired before May 1, 2005, and the following basic work week will be thirty-two (32) hours for Full-time Employees hired before May 1, 2005. All time worked in excess of that adjusted basic work week hours for Christmas Eve and Christmas Day shall be paid for at one and one-half (1½) times the Full-time Employee's regular rate of pay for Employees hired before May 1, 2005.

9.10 ***Christmas Workweek when Christmas Eve falls on Sunday.*** When Christmas Eve falls on Sunday (the first day of the payroll period) the prior basic workweek is 40 hours. The week in which Christmas Eve and Christmas Day falls is a 29 hour work week for Full-time Employees hired before May 1, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1, 2005. Time and a half (1½) will be paid for all hours worked by Full-time Employees hired before May 1, 2005 from Monday through Saturday in excess of the 29 hours for that week. (Full-time Employees hired before May 1, 2005 will receive 40 hours of pay for 29 hours work).

9.11 ***No Christmas Eve Deduction.*** No deduction shall be made for time not worked after 4:00 p.m., December 24, Christmas Eve.

9.12 ***Deferred Time Off.*** Full-time Employees working holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a mutually agreed floating holiday.

Part-time Employees (including *ThirtyPlus* Employees)

9.13 ***Part-time Holiday Pay.*** Part-time Food Handling Employees, Baggers, Utilities and Part-time Non-Food Handling Employees who have completed seven (7) consecutive years, working in any holiday week, and who have worked their last scheduled work day before, the holiday itself (if scheduled) and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to 6 hours of holiday pay.

9.14 ***Grandfathered Part-time Christmas Eve Pay.*** All Part-time Food Handling Employees hired before May 1, 2005 normally scheduled to work after 2:00 p.m. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay.

9.15 ***Good Friday/Christmas Eve Disputes.*** For the purposes of Good Friday and Christmas Eve pay, no Employee hired before May 1, 2005 shall be rescheduled during these weeks to avoid payment of holiday pay. Should a dispute arise with respect to an Employee being rescheduled, the Employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay. If an Employee is on vacation during any of the seven (7) weeks to be reviewed under the provisions of this section, that vacation week shall be disregarded and the next previous week will be added for the purposes of this section.

**ARTICLE 10
SENIORITY**

10.1 ***Definition.*** Seniority shall be defined as the length of continuous service with an Employer while working under the jurisdiction of this Agreement.

10.2 ***Application of Seniority.*** Seniority shall prevail in regard to laying off and rehiring, providing the employee is qualified to do the work available. The seniority of an

Apprentice, even though the employee has been employed first, shall not prevail over the seniority of a Journeyman at any time. There shall be a separate seniority list for all full and part-time classifications. The Meat Department Manager (Head Meat Cutter) shall have Super Seniority in the store where they are employed.

10.3 Seniority Date for Full-time Employees. New Full-time Employees, or Full-time Employees whose seniority has been terminated in accordance with this Agreement shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire. This probationary period may be extended an additional thirty (30) days upon written notice from the Employer to the Employee affected and the Union.

10.4 Seniority Date for Part-time Employees. New Part-time Employees or Part-time Employees whose seniority has been terminated in accordance with this Agreement shall obtain seniority after sixty (60) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire. This probationary period may be extended an additional thirty (30) days upon written notice from the Employer to the Employee affected and the Union.

10.5 Seniority Categories. Seniority shall be separate as between two groups:

1. Journeyman and Apprentices
2. Meat Helpers

10.6 Miscellaneous. No Employee shall lose seniority because of sickness, accident or for any reason beyond the control of the Employee. Seniority shall apply separately to the stores located in each of the individual towns covered by this Agreement. Part-time Meat Department Employees will be given preference in filling available full-time positions, provided the Employee is qualified in the opinion of the Employer to do the work. Part-time Employees will not accrue seniority over a Full-time Employee, but will have seniority as far as other Part-time Employees are concerned for the purpose of layoff and rehire only in each individual store.

10.7 Part-time Employee Scheduling. Employees moved from Part-time to Full-time or hired during the Summer Waiver period shall not be able to exercise seniority against regular Full-time or Part-time Employees at the end of the Summer Waiver Period. Seniority will not apply to the scheduling of hours of work of Part-time Employees. No Part-time Employee shall have their hours cut in an effort to discriminate against said Part-time Employee.

10.8 Loss of Seniority. 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;

5. After six (6) months as a Supervisory Employee; or
6. Is absent from work without a reasonable excuse.

10.9 **Qualified Workforce.** The Union at all times shall endeavor to furnish reliable competent help at the Employer's request, and shall do everything possible to further the good will and the interest of the Employers.

10.10 **Employee Classifications:**

(a) **FortyPlus Employees.** A *FortyPlus* Full-time Employees shall be any Employee who works thirty (30) hours or more per week, Monday through Saturday, for four (4) consecutive weeks.

(b) **Thirty Plus Employees.** *ThirtyPlus* Part-time Meat Handling Employee shall be any Employee who works less than forty (40) hours per week but thirty hours or more Sunday through Saturday as calculated under the Affordable Care Act rules as adopted by the Employer.

(c) **Grandfathered Part-time Meat Handling Employees.** A *Grandfathered* Part-time Meat Handling Employee shall be any Employee on the payroll as of September 30, 2014 who averages less than thirty (30) hours per week Sunday through Saturday and has been employed with the Employer for three (3) full years or more.

(d) **New Part-time Meat Handling Employees.** A *New* Part-time Meat Handling Employee shall be any Employee who averages less than 30 hours per week Sunday through Saturday and has been employed with the Employer for less than 6 continuous months, Part-time Meat Handling and Non-food Handling Employees hired after September 30, 2014, and Non-food Handling Employees promoted to Part-time Food Handling positions after September 30, 2014.

ARTICLE 11 UNION LABEL CARDS

11.1 **Card Display.** The Union label, card or decal is the property of the Local Union No. 1189 at all times and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 12 EMPLOYMENT TERMINATION

12.1 **Notice to Employer.** The Employer shall be entitled to two (2) weeks' notice of an Employee's intention to quit. Failure to give such notice shall result in a forfeiture of vacation pay for a period equal to the time deficiency in giving notice. The effective date of the Employee's voluntary termination is the last day the Employee actually works

unless otherwise specifically agreed to in writing by the Employer. Pension contributions, but not health plan contributions, will be made on all vacation hours paid at termination. Employees discharged for dishonesty or for willful destruction of property shall forfeit all vacation and holiday pay earned and accrued, but not taken, to date of discharge.

12.2 New Employee Probationary Period. Any new Full-time Employee shall be subject to discharge at the option of the Employer during the first thirty (30) days of employment after the last date of hire. Any new Part-time Employee shall be subject to discharge at the option of the Employer during the first sixty (60) days of employment after the last date of hire. The probationary period may be extended an additional thirty (30) days upon written notice from the Employer to the Employee affected and the Union.

12.3 Employee Discharge. The Employer shall not discharge nor suspend any Employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such Employee to the Employee in writing and a copy of the same to the Union. No warning notice need be given to an Employee where he is discharged if the cause for such discharge is:

1. Dishonesty
2. drunkenness or drinking on the job, reporting for work intoxicated
3. willful insubordination
4. violation of an established written work rule
5. willful destruction of property
6. possession on store premise (including Employer's parking lot) of illegal drugs or drug paraphernalia
7. use of illegal drugs on the job
8. fighting or threatening violence
9. absence from work without a reasonable excuse.

In addition, no warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. The Employer may delay the serving of a disciplinary suspension for up to 14 days when, in the opinion of the Employer, the needs of the business would suffer if a disciplinary suspension was served immediately following the determination that a disciplinary suspension was justified. The Employer may assess a lesser penalty on an individual Employee where discharge without warning notice is appropriate based upon the Employee's culpability, involvement, responsibility, mitigating special circumstances, or other relevant criteria. The lesser level of discipline short of immediate termination of employment based on individual employee mitigating circumstances shall not establish any precedent or past practice.

12.4 Discharge Notice, Investigation and Appeal. All discharges must be by proper written notice to the Employee and the Union affected. Any Employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an Employee, he shall be reinstated and compensated at his

usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.

12.5 *Warning Notices.* A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. However, all warning notices and other notification of discipline will remain in an Employee's file even if no longer in effect.

ARTICLE 13 AGREEMENT VIOLATIONS

13.1 *Backpay Limitation.* All claims for back pay or loss of wages arising out of this Agreement on account of any violations of the terms hereof must be made in writing within sixty (60) days from the pay day following the accrual of the claim, and if not made within such period, the claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a ninety (90) day period prior to the filing of the grievance.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

14.1 *Grievance processing steps.* 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 their department head.
- B. By 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 the Agreement which has not been resolved in Steps A or B above, will be reduced to writing within ten (10) days of the meeting in Steps A or B above. Once reduced to writing, representatives of the Union and the Company will meet in an effort to resolve the grievance. The Company HR Department shall issue a written response within 10 calendar days of the meeting.
- D. Should the dispute, difference or grievance not be resolved in Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation (BMS), or Wisconsin Employment Relations Commission (WERC) will

be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.

E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon) the matter may be referred to binding arbitration. Such request for arbitration must be within ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).

F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an Arbitration Panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names. The Arbitrators will be selected by the parties alternately striking names until one (1) Arbitrator is left. The order of strikes will be determined by lot. Either party may request a second panel of arbitrators but the party requesting the second panel shall pay for the list.

G. The decision of the Arbitrator shall be final and binding upon all parties. However, the Arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement. Either party may request a review of an Arbitrator's decision, if either party believes the Arbitrator exceeded their authority, made a mistake of law, or otherwise disregarded the clear and

H. The expense of the Arbitrator, transcription, and hearing room shall be the responsibility of the party not prevailing in arbitration.

I. At any step in this grievance procedure the Executive Board 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 Board 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 Board.

J. Except in cases of termination, all disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 within thirty (30) days of the alleged violation. In cases of wage disputes in which sixty (60) days will be the time limit. These time limits, and the time limits in 15.1, C, D, & E are binding and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties. The Employer will forward all Corrective Action Notices issued to Employees to the Union within three (3) days of receipt by the Employee in order for the Union to comply with the time frames of Article 14. If not received in a timely manner, such failure shall only extend the time for filing the grievance, but shall not void the action taken. The Union shall stamp all such notices with the date received.

14.2 Refusal to Arbitrate. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the

basis contended by the moving party, the refusing party will pay to the moving party reasonable attorneys' fees as awarded by the court. Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees as awarded by the court to the refusing party.

ARTICLE 15

HEALTH AND WELFARE AND PENSION

General

15.1 *Trust Funds.* 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 (Health and Welfare Fund) and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund (Pension Fund), copies of which have been furnished to and read by the Employer 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 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.

15.2 *Contribution Payments.* Health fund contributions and the Pension Fund contributions shall be made on a "monthly" basis. For contribution purposes a "month" means a health fund/pension fund contribution period that is either four weeks or five weeks in length. There shall be 12 contribution periods each year. Four contribution periods shall be 5 weeks and 8 contribution periods shall be 4 weeks.

15.3 *Interest and Liquidated Damages.* Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all Employees for whom contributions are required by this Agreement. The failure of an Employer to pay all amounts due within thirty (30) days following the due date 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 attorneys' 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 delinquent contribution amount and liquidated damages at the interest rate charged by the IRS on delinquent or deficient tax returns.

15.4 *Effect of Non-payment of Contributions.* If legal action is taken to recover the amount due the Trust Fund, 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 its payments to the Trust Fund shall make such Employer primarily liable and responsible to its Employees or Employees' 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 its liability to make the payments due the Trust Fund, including the liquidated damage payment.

15.5 *Reoccurring Delinquency Bond.* 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.

15.6 *Effect of Non-payment by other Employers.* Non-payment by any other employer of any contribution or other monies owed to the Fund shall not relieve the Employer of its obligation to make required payments to the Trust Fund.

15.7 *Grievance and Arbitration Provisions Inapplicable.* In no event shall the provisions relating to Health and Welfare and Pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

15.8 *Clerical Error Exception.* The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

15.9 *Fund Audits.* The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund and/or Pension Fund as directed by action of the Board of Trustees of these funds.

15.10 *Effect of Denial of Benefits.* 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 plans 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.

Health Fund

15.11 *Coverage Continuation.* 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. The forgoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling 12 month eligibility period for additional FMLA and coverage under this paragraph. If an Employee is (a) off because of illness, sickness, or injury beyond the three (3) month period, (b) on a leave of absence, (c) on military leave, or (d) laid off from employment, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the 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.

15.12 *Absence from Work.* Employees who return to work or are reinstated following an absence from work, where their seniority has not been interrupted, shall have Health Fund contributions made on their behalf on the 1st of the month following their return to work. In addition, Employees that have not had a break in coverage with the health fund, or are still eligible for their COBRA election, shall have Health Fund contributions made on their behalf on the 1st of the month following their return to work.

15.13 *Vacation Coverage Continuation.* During the times that the Employees covered hereunder are on scheduled vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the Employees.

15.14 *Fund Merger.* The parties agree that in the event the Health and Welfare Fund is merged, consolidated, affiliated, or otherwise combined with any other union health plan, the Employer may elect to terminate participation in the Health and Welfare Fund so long as the Employer provides replacement medical coverage that has a comparable schedule of benefits.

15.15 *Amendment of Applicable Law.* If the Employer is required by federal or state law to make any payment for health care costs other than those specified here, the Employer may reopen Article 15 insofar as it pertains to Health and Welfare for modification. As long as the Employer on the date of the Reopening Notice to the Union also notifies the Federal Mediation and Conciliation Service in accordance with 29 U.S. Code (d)(3) and 158(d) it shall have all rights afforded by the NLRA. In the event of such a reopening and the parties fail to reach agreement, the provisions of Article 7, No Strike, No Lockout, shall be inapplicable until agreement is reached on these issues.

Full-time (FortyPlus) Employees

15.16 *Contribution Rate.* The Employer will pay the full monthly Family contribution to the Health and Welfare Fund for each *FortyPlus* (Full-time) Food Handling Employee (as defined in paragraph 10.8) with dependents and hired before May 1, 2005 according to the following schedule:

<u>Effective Date</u>	<u>Amount</u>
September 1, 2022	\$1,700
January 1, 2023	\$1,725
January 1, 2024	\$1,750

15.17 *Family Coverage Premium Share.* The Employer will pay the full contribution for Single coverage for Full-time Employees hired after April 30, 2005. The Employer will also pay 87.5% of the difference between the Single contribution rate and the Family contribution rate if the Full-time Employee requests Family coverage.

15.18 *Employees without Dependents.* The Employer will make the full contribution for Single coverage for all Full-time Employees who have no dependents.

15.19 Both Spouses working for Employer. Where both spouses work full-time for the same Employer, the Employer will pay one Family contribution (subject to appropriate election and applicable co-pay, if any) and one Single contribution. The Family contribution will apply to the spouse with the earlier hire date. Change of status will determine future coverage level. If the Family coverage Employee loses Family coverage eligibility then the Single covered Employee will change to Family coverage.

15.20 New FortyPlus Employees. The Employer agrees to make Health Fund contributions on behalf of each *FortyPlus* (Full-time) Employee on the first of the month following one month of active service as a Full-time Employee. Full-time Employees hired from within the Company shall be eligible to elect Family benefits commencing on the 1st day of the month following date of hire as a Full-time Employee provided the Employer has made at least one (1) month of contribution on the Employee at the Single contribution rate.

15.21 Required Hours. Except as otherwise required by applicable law, in the event a Full-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any month do not exceed an average of thirty (30) hours per week, but do exceed eighteen (18) hours or more per week, the Employer will make Single health and welfare fund contributions on the Employee's behalf for the ensuing month.

Eligible Part-time Employees

15.22 Contribution Rate. The Employer agrees to continue to pay monthly contribution for Single coverage for each *ThirtyPlus* Part-time Food Handling Employee, each *Grandfathered* Part-time Food Handling Employee, and each Non-food Handling Employee working 30 hours per week or more (hereafter "Eligible Part-time Employees" as defined in paragraph 10.10) to the Health and Welfare Fund according to the following schedule:

<u>Effective Date</u>	<u>Amount</u>
September 1, 2022	\$715
January 1, 2023	\$740
January 1, 2024	\$765

15.23 Required Hours. Except as otherwise required by law, in the event an Eligible Part-time Employee's compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any one month do not equal or exceed an average of 18 hours of work per week per Health Fund contribution period (12 periods per year), the Employer is not required to make any Health and Welfare contribution on the Employee's behalf for the ensuing month. Employees may use up to 3 days of vacation per year for the sole purpose of increasing compensated time in the event the employee is short hours for purposes of a monthly health fund contribution. If vacation is already scheduled, that time must be removed from the vacation schedule.

15.24 New Eligible Part-time Employees. The Employer agrees to make Health Fund contributions at the Single contribution rate on behalf of each Eligible Part-time Employee on the 1st of the month following seven (7) months of active employment. Eligible Part-time Employee eligibility will begin the first of the month after the Employer's first contribution.

15.25 Ineligible Employees. New Part-time Employees, including Part-time Nonfood Handling Employees, hired after September 30, 2014, who do not average 30 hours or more per week shall not be eligible for health coverage.

15.26 Pre 10/1/14 Eligible Employee Premium Share. The Employer will continue to pay the full Single contribution rate for *ThirtyPlus* employees hired before October 1, 2014 and *Grandfathered* Part-time Employees as defined in paragraph 10.10. Effective January 1, 2018, The Employer will pay the Single contribution rate for Eligible Employees hired before October 1, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the Eligible Employee through a payroll deduction of \$9 for the first 4 pay periods (total of \$36) each month toward the monthly contribution rate. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$10 for the first 4 pay periods (total of \$40) and effective January 1, 2024 the foregoing payroll deduction shall increase to \$11 for the first 4 pay periods (total of \$44).

15.27 Post 10/1/14 Eligible Employee Premium Share. The Employer will continue to pay the Single contribution rate for Non-Food Handling Employees averaging 30 hours per week or more Sunday through Saturday and for *ThirtyPlus* Employees hired after September 30, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the employee through a payroll deduction of \$30.00 for the first 4 pay periods of each month. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$31.00 for the first 4 pay periods and effective January 1, 2024 the foregoing payroll deduction shall increase to \$32 for the first 4 pay periods.

15.28 Transitional Employee Premium Share. The transitional employee group was eliminated by the parties in 2022. Any transitional employee effected by this change will move to the post 10/1/14 employee group for purposes of all other wages and benefits.

15.29 Continued Eligibility. Once an Eligible Employee has received coverage through the Health and Welfare Fund the employee will, subject to the other contribution provisions set forth in this Agreement, remain eligible to continue participation in the Fund regardless of whether the employee averages 30 hours or more per week.

15.30 Family Coverage Election. Eligible Employees averaging 30 hours per week or more Sunday through Saturday as calculated under the Affordable Care Act (ACA) rules as adopted by the Employer shall be offered the opportunity to elect Family coverage in accordance with the ACA requirements and eligibility rules established by the Health & Welfare Fund Trustees. In addition to any Single coverage premium share paid by the part-time employee, the Eligible Employee electing Family coverage shall also pay as an

additional premium share equal to 100% of the difference between the Single and Family contribution amount.

Pension.

15.31 Base Contribution Rate. The Employer agrees to contribute Sixty Cents (\$.60) per hour to said Pension Fund for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) after the Employee has completed their probationary period.

15.32 Enhanced Contribution Rate. The Employer agrees to contribute one dollar and twenty-five cents (\$1.25) per hour for each hour worked by each Full-time and Part-time Employee (including *ThirtyPlus* Employees) (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

15.33 Additional Contribution. In addition, the Employer shall continue to pay the current non-benefiting pension contribution in the amount 16¢/hour for all pension hours until such time as the Pension Fund Trustees determine that the additional non-benefiting contribution is no longer required. The non-benefiting Additional Contribution of 16¢/hour shall increase by 20¢/hour to 36¢/hour effective January 1, 2020. The new 20¢ non-benefiting Additional Contribution will become benefiting for future benefit accruals, effective on January 1st day of the first Plan Year as to which the Plan actuary certifies the Plan as being in neither endangered or critical status (sometimes referred to as the "green zone") and, further, that causing the increased contribution to be benefiting will not cause the Plan to fall out of the green zone, all in accordance with the rehabilitation plan adopted by the Pension Fund Trustees on May 10, 2019 as Alternative Schedule Three and also adopted by the Union and the Employer by Memorandum of Understanding date May 22, 2019. The Pension Fund Trustees are authorized to take all reasonable and necessary actions to put Alternative Schedule Three in place based on the May --, 2019 Memorandum of Understanding.

15.34 Covered Hours of Employment. For the purpose of this section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any Full-time or Part-time Employee, and shall include, pursuant to said 40 hour limitation, any holiday, personal day, or vacation pay (for time not actually worked) for which the Employee is entitled to straight time pay under the terms of this Agreement. The Pension Trust and benefits to be provided from the Pension Trust shall conform to all requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

15.35 Grandfathered Full-time Employees/"Chicago Fund". Effective the date of this Agreement the Employer agrees to continue to contribute its present Pension payment for each Full-time Employee on the seniority list as of April 17, 1995 to the United Food and Commercial Workers International Union-Industry Pension Fund, P. O. Box 19122, Newark, NJ, 07195. The contribution rate will be \$209.73 per month for each Full-time Employee on the seniority list as of April 17, 1995. Pension contributions for all new

Employees hired after August 15, 1995 shall be made to the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. For new Employees hired by an Employer after August 15th, 1995, who previously had contributions made on their behalf to the Chicago Fund as spelled out in this paragraph 15.35, will continue to have contributions made on their behalf to Chicago, provided there is no break in service. If a Full-time Employee is reduced to part-time during the year, and contributions were made to the Chicago Fund as a Full-time Employee, contributions will continue to be made to the Chicago Fund at the rate of \$1.06 per hour.

ARTICLE 16

Summer Waiver

A. Any Employee moved from part-time to full-time during the Summer months, shall receive the beginning full-time rate or their existing rate, whichever is higher and no other full-time benefits. However, at the end of the Summer when their hours are reduced, their wages shall be readjusted back to that rate being paid at the time of their temporary advancement to Summer Waiver status. Such Employee shall, however, receive credit for the purpose of wage progression for all hours worked from the date of hire, including "summer time" hours.

B. The Summer Waiver period shall extend from May 1 to November 15.

C. Promotion of Part-time Employees to temporary Summer Waiver status shall be offered based on seniority.

D. The Employer may hire vacation replacement Employees to work during the Summer Waiver Period for the purpose of covering department vacations. Such vacation replacement Employees shall receive the appropriate contract rate and no other benefits.

E. The Employer shall notify the Union, in writing, of any Employee placed on Summer Waiver.

F. This provision shall also apply to the weeks of and the weeks prior to holidays listed in this agreement. Easter Sunday shall also be included in this period even though it's not considered a holiday.

G. There shall be no reduction in hours of work available to other Employees in the Meat Department as a result of temporary promotion to full-time of a part-time Employee, or as a result of the Employer hiring vacation replacement Employees.

ARTICLE 17 JURY DUTY

17.1 *Jury Pay.* An Employee who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay together with their jury duty pay does not equal their regular weekly pay, the Employer will make up the difference, provided the Employee works such hours as the employee 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 their Employer while serving on jury will be required to turn in to their Employer the jury duty pay for the period the employee served on the jury.

ARTICLE 18 BEREAVEMENT LEAVE

18.1 *Bereavement Pay.* The Employer agrees to pay Employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day to grieve, arrange for, travel to, or to attend the funeral. A maximum of four (4) days bereavement leave shall be granted in the event of the death of a spouse or children (child, step-child, adopted child, foster child and legal guardian's child.). In the event an Employee would be entitled to bereavement leave during the period they are on vacation, such employee shall be allowed to take the bereavement leave on later days.

18.2 *Definition.* The term "immediate family" shall mean spouse, parents and step-parents, children and step-children, brothers and step-brothers, sisters and step-sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, legal guardian or any relative residing with the Employee or with whom the Employee is residing. A maximum of one (1) day bereavement leave shall be granted in the event of the death of a current sister-in-law and brother-in-law.

ARTICLE 19 LEAVE OF ABSENCE

19.1 *Absence for Illness or Injury.* Employees shall be entitled to written leaves of absence, for the following reasons:

A. Non-compensable illness or injury of the Employee which requires absence from work. Such absence shall be for a period of up to a maximum of one (1) year or length of seniority, whichever is shorter. The Employer need not accommodate such leaves for employees with less than 90 days of employment. Employees on leave for a period of 90 days or longer but less than one year may be required (if requested by the Employer) to notify the Employer of their whereabouts and status. If such a request is made by the Employer, they shall provide a copy of the request and any information received to the Union.

B. In cases of compensable injury, Employees shall be granted a leave of absence for a period of 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.

19.2 Injury on the Job. Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing 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.

19.3 Military Service. A leave of absence for military service by the Employee shall be granted as required by the provisions of the Veterans Re-employment Act.

19.4A Union Office. Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which he is elected.

19.4B S.P.U.R. (Special Project Union Representative). A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 1189 for temporary work as a Union Representative in the SPUR program, but not in any matter or project related to any signatory employer. The Union will provide a 30 day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the Employee's participation in H&W and Pension Programs as provided by the agreement during the leave of absence. The Employer would provide the leave without loss of seniority. The SPUR leave will be granted only upon mutual agreement of the Employer and the Union. No request will be unreasonably denied.

19.5 Employer Discretionary Leaves. Leaves of absence may be granted for 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 a leave of absence. Such leave will not exceed one (1) year and can be renewed by the Employer for one (1) additional year. If a leave of absence shall exceed three (3) months, the Employer shall provide written notice of such leave of absence, and any extensions thereof, to the Union. The Employer is not required to grant leaves in excess of three (3) months.

19.6 Other Employment while on Leave. 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 or herself, is subject to discharge.

19.7 Return from Leave of Absence. Upon return to work from a leave of absence, the Employee will be reinstated 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 Tuesday noon of any week, the Employee shall be restored to work to begin not later than one week from the Monday following the giving of such notice. If the notice of availability is given after Tuesday 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 the second Monday thereafter. In the interim, the Employer shall offer hours that become available to the Employees who have given notice of their availability to return in accordance with their seniority. Employee's need to be available for work without any restriction (excluding workers' compensation injuries) when returning from a leave of absence.

19.8 No Extension using Vacation/Personal Days. Employees returning to work from a leave of absence may not take vacation or personal days for one week full weeks schedule following their return. However, if the Employee's vacation or personal days were approved prior to the leave of absence, the Employee may take the vacation or personal days.

19.9 No Benefit Accrual. Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein

19.10 Duluth ESST. Employer will comply with Chapter 29E of the Duluth City Code pertaining to earned sick and safe time for all stores located in Duluth.

ARTICLE 20 SEPARABILITY

20.1 Invalidity. 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 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.

20.2 Renegotiation. The Employer and the Union agree that they will meet within a thirty (30) days period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE 21 TRAVEL TIME AND MILEAGE

When an employee uses their personal vehicle to travel from one store to another in any one (1) day, to make deliveries of product to a store or customer, or travel from one (1) store to any other location for any business reason, such travel time will be considered

as time worked and the employee shall be paid mileage not less than the specified IRS rate.

No employee will be required by the Employer to make a delivery to a store or customer.

ARTICLE 22

COLLECTIVE BARGAINING

22.1 *Effect of Agreement.* 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 bargain 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 requested 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 for herein.

ARTICLE 23
TERM OF AGREEMENT

This Agreement, with respect to wages, shall take effect the 24th day of April 2022, and with respect to all other terms and conditions, unless otherwise provided in this Agreement shall take effect the 2nd day of August 2022, and continue to the 20th day of April, 2025, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

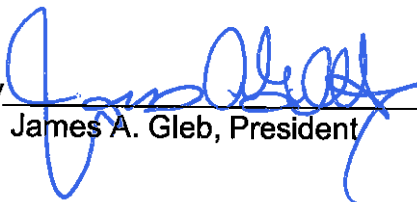
This Agreement applies individually and separately to each of the Super One Foods locations set forth below. For administrative convenience only and for no other purposes, the parties have executed this one "master agreement" to avoid unnecessary duplication and execution of documents.

Dated this 18th day of October, 2022.

FOR THE EMPLOYER:

By 
Boyd R. Hanson, HR Director

FOR THE UNION:

By 
James A. Gleb, President

APPENDIX A

Wage Rates All Areas

	<u>Current</u>	<u>4/24/2022</u>	<u>4/23/2023</u>	<u>4/21/2024</u>
Head Meat Cutter	\$26.00	\$27.15	\$28.00	\$28.85
Journey person hired before 10/1/14	\$24.33	\$25.38	\$26.13	\$26.88
Over Scale (Head Meat Cutter)		\$1.15	\$.85	\$.85
Over Scale (Journey person)		\$1.05	\$.75	\$.75

Apprentice Meat Cutter

	<u>Current</u>	<u>4/24/2022</u>	<u>4/23/2023</u>	<u>4/21/2024</u>
Start	\$13.15	\$14.05	\$14.05	\$14.05
Step 1 (+1040 hrs)	\$13.70	\$14.55	\$14.55	\$14.55
Step 2 (+1040 hrs)	\$14.54	\$15.05	\$15.05	\$15.05
Step 3 (+1040 hrs)	\$16.26	\$16.61	\$16.61	\$16.61
Step 4 (+1040 hrs)	\$16.53	\$16.88	\$16.88	\$16.88
Step 5 (+1040 hrs)	\$16.95	\$17.30	\$17.30	\$17.30
Step 6 (+1040 hrs)	\$17.60	\$17.95	\$17.95	\$17.95
Step 7 (+1040 hrs)	\$20.03	\$20.38	\$20.38	\$20.38

Employees promoted to apprentice (or any other wage scale, i.e. full-time grocery) will be moved to the next higher rate and progress from there.

Apprentice Meat Cutters currently in progression as of the effective date shall move to the wage rate in their current level and will be credited for hours worked within their current step as of the effective date.

Full Time Meat helpers:

Eliminate the first two current steps and start at \$16.42

	Current	04/24/2022	04/23/2023	04/21/2024
Start (12 months)	\$14.14	\$16.42	\$16.42	\$16.42
Step 1 (12 months)	\$15.00	\$17.42	\$17.42	\$17.42
Step 2 (12 months)	\$16.07	\$17.67	\$17.67	\$17.67
Step 3 (12 months)	\$16.37	\$17.97	\$17.97	\$17.97
Step 4 (12 months)	\$16.67	\$18.27	\$18.27	\$18.27
Step 5 (12 months)	\$16.92	\$18.57	\$18.57	\$18.57
Step 6 (12 months)	\$17.22	\$18.87	\$18.87	\$18.87
Step 7 (12 months)	\$17.52	\$19.27	\$19.27	\$19.27
Step 8 (12 months) New	\$17.82	\$19.57	\$19.57	\$19.57
Step 9 (12 months) new	18.22	\$19.87	\$19.87	\$19.87
Top and over scale:		+1.05	+.75¢	+.75¢

- If an employee is at a rate of \$19.27 or higher as of the effective date, their rate will increase by \$1.05 the first year.

Part-time Meat Helpers/Part-time Meat Handlers

	Current	04/24/2022	04/23/2023	04/21/2024
Start	\$11.90	13.70	13.70	13.70
Step 1 +560 Hours	\$12.15	14.35	14.35	14.35
Step 2 +1040 Hours	\$12.40	14.60	14.60	14.60
Step 3 +1040 Hours	\$12.75	14.85	14.85	14.85
Step 4 +1040 Hours	\$13.10	15.10	15.10	15.10
Step 5 +1040 Hours	\$13.45	15.65	15.65	15.65
Step 6 +1040 Hours	\$13.70	16.20	16.20	16.20
Step 7 +1040 Hours	\$13.95	16.70	16.70	16.70
Step 8 +1040 Hours	\$14.20	17.25	17.25	17.25
Step 9 +1040 Hours	\$14.50	17.80	17.80	17.80
Top and over scale:		+90	+60	+55

* On the effective date employee will move to the wage rate indicated above and progress forward through the steps from there.

** Over scale employees on the effective date will immediately move to the next higher wage rate on the effective date scale (so long as this results in an increase of at least \$0.25) and progress forward through the steps. If moving to the next higher wage rate on the effective date would result in an increase of less than \$0.25, the employee will move up another step on the scale and progress from that point.

*** If an employee is at a rate of \$17.80 or higher on the effective date, their rate will increase by \$.90 the first year.

****This negotiations only – hours worked in any given step will be carried forward.

APPENDIX B
Transition Agreements
[Attached]

The Transition Agreement dated April 30, 2012 between Miner's Incorporated and UFCW Local 1189 pertaining to the 2012 sale and acquisition of the Pike Lake Super One Foods store is incorporated herein by reference.

The Transition Agreement dated March 14, 2017 between Miner's Incorporated and UFCW Local 1189 pertaining to the 2012 sale and acquisition of the Grand Rapids South Super One Foods store is incorporated herein by reference.

The Transition Agreement dated May 19, 2017 between Miner's Incorporated and UFCW Local 1189 pertaining to the 2012 sale and acquisition of the Grand Rapids North Super One Foods store is incorporated herein by reference.

***ARGA MEAT AGREEMENT
August 2, 2022 to April 20, 2025***

Super One Foods Miller Hill, Duluth MN

Super One Foods West Duluth, Duluth MN

Super One Foods, Superior WI

Super One Foods, Hibbing MN

Super One Foods South, Virginia MN

Super One Foods, Two Harbors MN

Super One Foods, Cloquet MN

Super One Foods North, Virginia, MN

Super One Foods Harbor View, Superior, WI

Super One Foods Kenwood, Duluth, MN

Super One Foods Lakeside, Duluth, MN

Super One Foods Plaza, Duluth, MN

Super One Foods Pike Lake, Duluth, MN

Super One Foods South, Grand Rapids, MN

Super One Foods North, Grand Rapids, MN

Mt. Royal Market, Duluth, MN

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 [Signature]
Is Director of Human Resources

By [Signature]
Its Union Rep