

AGREEMENT

By and Between

**Wilson McShane Corporation
Duluth, MN**

And

**United Food & Commercial Workers Union
Local #1189
Duluth, MN**



September 1, 2020 – August 31, 2023

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AGREEMENT

This Agreement entered into this first day of September, **2020**, by and between WILSON MCSHANE CORPORATION, hereinafter referred to as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the Union.

WITNESSETH

WHEREAS it is the desire of the respective parties to affect continued equitable working conditions, to promote harmonious labor relations between the parties and to provide for efficient employees for the operation of the business, the above-mentioned parties hereby agree to and with each other as follows:

ARTICLE 1 MANAGEMENT RIGHTS

- 1.1 **MANAGEMENT RIGHTS:** The Employer and the Union specifically agree that management shall have the right to direct the work force and to determine the policies and methods of operating its establishment, except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to the following: The right to select the employees it will hire; the right to establish or revise work schedules; to determine the size and composition of its work force to determine the number and type of equipment, material, products, and supplies to be used or operated, to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and to otherwise generally manage the establishment, except as expressly restricted by the provisions of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 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.
- 2.2 The Employer agrees not to enter into any other Agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.
- 2.3 Any department or space leased out, or a new department operated by the Employer, shall be covered by an appropriate Collective Bargaining Agreement negotiated between the Employer and the Union.
- 2.4 The Employer shall give the Union, and the employees affected, two (2) week's notice of termination of employment where the Employer is terminating his/her business or selling the same. Where the employee works less than his/her normal schedule after the notice, he/she shall receive his/her normal pay.

The Employer shall give notice of his/her intent to sell no later than fourteen (14) days prior to the close of the sale.

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 in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the 90th day following the effective date 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 effective date shall become members of the Union.
- 3.2 The Employer agrees not to discriminate against members of the Union, and that he/she shall consider Union member applicants equally with applicants not holding membership in the Union.
- 3.3 The Employer shall deduct from the employee's wages the regular Union membership dues, initiation fees, and reinstatement fees for all employees who are members of the Union and who furnish the Employer with written authorization for such deductions.

ARTICLE 4 WORK SCHEDULE

- 4.1 Eight (8) hours shall constitute one (1) day's full work. The work day shall include an unpaid lunch of one hour. The Employer may use a split lunch period for job titles that require continuous coverage. Forty (40) hours shall constitute one (1) full week's work, Monday through Friday inclusive. The regular workday shall begin with different work schedules as outlined in the "Letter of Understanding regarding the 35 to 39 Hour Employees" commencing on or after 8:00 a.m. All employees hired after September 1st, 2009, will be on a regular 40 hour work week schedule. There shall be no deviations, except by mutual agreement between the parties. The Employer shall attempt to accommodate the employees requested start and quit times along with the requested length of the lunch break to the greatest degree possible keeping in mind the needs of the Employer. (Note: Those employees hired before 9/1/06, that have exceptions to the above work day and work week, are contained in a Letter of Understanding on file with the Employer and the Union.)
- 4.2 All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1½) the regular rate of pay.
- 4.3 Employees who have completed their regular work shift and are recalled for work shall receive a minimum of four (4) hours' pay at the applicable overtime rate. This shall not apply to overtime work, which may be performed immediately at the conclusion of the regular shift, but it shall apply when the Employer requires the employee to return to work at hours not immediately following the regular shift.

- 4.4 When called to work on Saturday, Sunday or a holiday, the employee shall be guaranteed a minimum of four (4) hours' pay at the applicable overtime rate.
- 4.5 If required to work on Saturday, or Sunday, all work performed on Saturday or Sunday shall be paid for at time and one-half (1½) the regular rate of pay.

ARTICLE 5 HOLIDAYS

- 5.1 All employees covered by this Agreement shall receive the following holidays with pay, providing they are scheduled to work, and the holiday does not fall on their regular day off.

Memorial Day
July Fourth
Labor Day
Thanksgiving Day
The Day Following Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Four (4) Personal Days

- 5.2 In order to qualify for Holiday pay the employee must work on the day preceding the holidays. If any of the above holidays fall on a regular day off not counting weekends, the employee will not receive extra days off or pay for the above-mentioned holidays.
- 5.3 When the above-mentioned holidays fall on a Saturday, the Holiday shall be observed on the preceding Friday. When the above mentioned holidays fall on a Sunday, the Holiday shall be observed on the following Monday.
- 5.4 When an above-mentioned holiday falls on a Saturday or Sunday and the Employer does not choose to observe it, the employees shall be paid an additional day's regular pay for that week.
- 5.5 Full-time employees shall receive up to eight (8) hours pay for the holiday. Permanent part-time employees shall be entitled to Holiday pay when the holiday falls on their regularly scheduled workday. The employee shall receive Holiday Pay for the number of hours they were scheduled and normally worked on that day.
- 5.6 Employees shall be granted four (4) personal holidays in each calendar year of employment. These holidays shall be taken at times mutually agreeable to the employee and the Employer. There is no carry over of personal days. **No personal holidays shall be paid out during an employee's last two (2) weeks of employment.**

ARTICLE 6 VACATIONS

- 6.1 Each employee who has been employed for six (6) months, but less than one (1) year shall receive one (1) week's vacation with pay.

- 6.2 Each employee who shall have been employed for one (1) year, but less than five (5) years, shall receive two (2) week's vacation with pay.
- 6.3 Each employee who shall have been employed for five (5) years, but less than ten (10) years, shall receive three (3) weeks vacation with pay.
- 6.4 Each employee who shall have been employed for ten (10) years or more, shall receive four (4) weeks vacation with pay.
- 6.5 In the event of a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation, providing the holiday falls on a scheduled workday.
- 6.6 Senior employees shall be given preference in the selection of vacation periods. Such selection shall be made prior to April 1st of each year. If such senior employee does not make their vacation election by April 1st then such vacation will be allowed on a first come, first serve basis, taking into consideration job classification and job coverage during such vacation. Only two (2) weeks of vacation per employee may be taken during the summer months of June, July and August unless mutually agreed to otherwise.
- 6.7 Any employee separated from his/her position either voluntarily or involuntarily shall receive pay for any earned and unused vacation.
- 6.8 In the event of death of any employee, all earned vacation pay shall be payable to the beneficiary of said employee.
- 6.9 Permanent part-time employees shall receive vacation benefits on a prorated basis.
- 6.10 Employees who are absent from work because of a leave of absence shall have their vacation pay prorated based on the number of hours paid by the Employer during their anniversary year.
- 6.11 Vacations must be taken at a mutually agreeable time and in accordance with Section 6. It is understood and agreed by the parties that, due to the responsibilities of some employees, vacations may not be scheduled as requested. Vacations may be taken one (1) day at a time with prior approval of management.
- 6.12 Employees may carry over fifty percent (50%) of their vacation from one year to the next. Carry over is defined as an equivalent of up to fifty percent (50%) of an employees vacation schedule. Example: (Paragraph 6.4) An employee with twelve (12) years or more of employment service would be able to carry over up to two (2) weeks of unused vacation from year-to-year.
- 6.13 All regular employees who work six (6) calendar months without utilizing sick leave shall be allowed to trade one (1) day of unused paid sick leave for one (1) additional day of paid vacation. **For clarification, the first six-month period is January through June. The second six-month period is July through December. Employees shall be allowed to trade one (1) day of unused paid sick leave for one (1) additional day of paid vacation for not utilizing sick leave from August 2020 through December 2020.**

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

ARTICLE 7
SICK DAYS AND OTHER LEAVES OF ABSENCE

7.1 Sick Days

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

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

Employees receiving such leave shall continue to accrue seniority. The Union and the Employer may upon written agreement extend the sick leave beyond six (6) months, but such agreements shall specify whether or not the seniority shall continue to accrue. Employer, upon request, may require medical proof of illness.

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

7.2 Medical Leaves of Absence

- a. In the case of illness, injury or temporary disability, an unpaid leave of absence may be granted to the Employee, up to a maximum period of six (6) months (such leave may be extended for an additional six (6) months.) The Employee shall furnish the company with a request accompanied by a physician's statement recommending said Medical Leave.
- b. The Employee shall continue to accrue seniority for the duration of said medical leave of absence, except in situations where the leave exceeds one (1) year. The Union shall be notified in writing when an Employee receives such a leave of absence request.
- c. An Employee on an approved medical leave shall be entitled to return to his/her former position or a position of like status and rate of pay. The Employee shall give a two (2) week written notice accompanied by a physician's statement indicating intent to return to work. The Union shall be notified in writing of the Employee's return to work.
- d. Any Employee reassigned by the Employer to cover for a leave of absence shall be returned to his/her former position and rate of pay, as all other Employees affected in like manner.

- 7.3** The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on official Union business. Such leave shall not exceed the term of office to which the employee is elected.

7.4 Personal Leave

- a. An Employee may request in writing with two (2) weeks notice an unpaid Personal Leave of Absence, not to exceed a period of three (3) months. Approval of such Leave of Absence is based on the Employer's judgment in regard to each individual situation.
The needs of the Employer, the needs of the work force, the Employee's needs, seniority, and performance record are all taken into consideration. The Union shall be notified in writing of any Personal Leaves of Absence granted.
- b. The Employee shall give the Employer a two week written notice of intent to return to work. An Employee returning from an approved Personal Leave of Absence within the three (3) months allowed shall be entitled to her/his position or a position of like status and rate of pay. If the Employee does not return to her/his position at the completion of a Personal Leave of Absence, not to exceed a period of three (3) months, he/she will be considered terminated by the Employer.

7.5 The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretation with respect to leaves of absence due to military service.

7.6 **Maternity Leave.** Maternity Leave shall be granted in accordance with FMLA law and regulations. Employees who go beyond the time allowed under the FMLA shall still be entitled to the remainder of leave time available as stated in Section 7.1 above.

7.7 **Jury Duty.** An employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay together with jury duty pay does not equal the regular weekly pay, the Employer will make up the difference provided the employee works such hours as they are available during the hours when court is not in session. The above shall apply to petite jury duty only. An employee receiving full pay from the Employer while serving on jury duty will be required to turn in to the Employer the jury duty pay for the period served on the jury.

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

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

ARTICLE 8 SENIORITY

- 8.1 Newly hired employees shall be on probation for a period of ninety (90) days from the date of hiring.
- 8.2 During the term of the ninety (90) day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employee may be terminated any time during this period of ninety (90) days without any

recourse whatsoever. After the completion of the ninety (90) day trial period, seniority shall be effective as of the original date of employment.

- 8.3 Seniority shall mean length of continuous service with the Employer. There shall be one (1) Seniority list for full time employees covered by this Labor Agreement.
- 8.4 Any employee shall lose all seniority rights for any one or more of the following reasons: [a] Voluntary resignation; [b] Discharge for just cause; [c] Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident); [d] Layoff for a continuous period of more than one (1) year.
- 8.5 All new bargaining unit positions shall be offered to an employee based on seniority, provided they have the qualifications and ability required. It is also the intention of the Employer to fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position. Part-time employees will be given preference in filling full-time positions.
- 8.6 In the event of two or more employees have the same relative qualifications; the employee with the greatest seniority shall be selected for promotion. An employee who is promoted to a higher position shall receive the appropriate rate in the new classification based on seniority. All employees so promoted shall be placed on the higher rated job for a probationary period of up to ninety (90) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position without any loss of seniority and shall be returned to their former rate of pay.
- 8.7 Layoffs shall be based on Seniority. The last employee hired into the Bargaining Unit shall be the first employee to be laid off.
- 8.8 Notice of such layoffs shall be given two (2) weeks before the scheduled lay-off, or two (2) weeks pay in lieu thereof. Employees who have ten (10) or more years of service and are laid off, shall receive four (4) weeks severance pay.
- 8.9 Employees on lay off shall be recalled using reverse order of lay off.
- 8.10 Any employee who is laid off by the Employer and accepts a position with another Employer and refuses a call back to his/her former job, shall forfeit all seniority rights on the job from which he/she was laid off.
- 8.11 Employees shall give the Employer two (2) weeks notice of termination unless agreeable to such Employer that the employee leaves without notice.
- 8.12 Definition of full-time for benefit eligibility is thirty-five (35) hours per week or more. Note; those full time employees working between thirty-five (35) and thirty-nine (39) hours are grandfathered and covered in a letter of understanding between the parties.

ARTICLE 9 DISCHARGE

- 9.1 It is hereby agreed that the Employer has the right to discharge an employee for just cause. The Employer agrees to advise the Union and the employee of any such discharge and the reasons therefore prior to such action.

- 9.2 The employees covered by this Agreement shall comply with all Employer's rules, provided they are not in direct conflict with the terms of this Agreement. An employee shall be entitled to one (1) warning notice in writing of the complaint against said employee (copy of which is to be sent to the Union) except when reason is drunkenness on the job, drinking on the job or dishonesty (refer to section 9.4).
- 9.3 If upon investigation by the Union and the Employer, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that any employee has been unjustly discharged; such employee shall be reinstated to his former position without any loss of seniority or rank, and shall suffer no reduction in salary.
- 9.4 No employee shall be held responsible for loss or shortage of funds unless clear proof of negligence or proof of dishonesty can be established. It should be held to be clear proof of negligence or dishonesty if the Employer has to submit a claim to the bonding company under its fidelity or errors and omissions bond and such claim shows that a specific employee is held responsible.

ARTICLE 10 MAINTENANCE OF STANDARDS

- 10.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 11 RATES OF PAY

- 11.1 Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay listed in appendix "A". Appendix "A" shall be attached to and made part of this agreement.
- 11.2 Wages shall be paid bi-weekly.

ARTICLE 12 TECHNOLOGICAL CHANGES

- 12.1 In the event of proposed technological changes, such as the introduction of automated office machinery, the Employer agrees to offer such employment to present employees before hiring from the outside market; based on their knowledge, skills and ability to effectively perform at the new level, within 30 days, based on available training.

ARTICLE 13 AGREEMENT VIOLATIONS

- 13.1 All claims for back pay, for loss of wages; arising under this agreement on account of any violation of the terms hereof must be made in writing within thirty (30) days from the payday following the alleged violation. Claims not made within such period will be barred. The

Employer shall not be required to pay back pay on a grievance for more than a ninety (90) day period prior to the filing of the grievance.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

- 14.1 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations.

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

- A. Between the employee affected and his **or her** department head or between the employee affected, a **committeeperson**, and the department head.
- B. By the committee and 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 this Agreement which has not been concluded through the above procedure within ten (10) days after reduction in writing in the manner herein above provided, the matter may be referred by either party within three (3) days to the board of arbitration, composed of three (3) members, one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the representatives of the parties.

Should the representatives of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third person shall be appointed as follows: the party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.

- 14.2 The entire matter in controversy as aforesaid shall be referred to this arbitration board for disposition and whatever disposition is made shall be binding upon the Union, employee, and Employer. However such board shall not have the power to add to or modify any of the terms or conditions of this Agreement.
- 14.3 The decision of the majority of the board of arbitration shall constitute the decision of the board of arbitration and be final. Should any expense be involved for the service of the above-mentioned third member of the board of arbitration, such expense shall be borne equally by the Employer and the Union.
- 14.4 At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered this Agreement, to decline to process a grievance, complaint, difficulty or dispute. Further, if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks jurisdiction under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.

- 14.5 All claims for back pay for loss of wages; arising under this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the pay day following the alleged violation. Claims not made within such period will be barred.

ARTICLE 15 GENERAL PROVISIONS

- 15.1 The Employer agrees not to enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 15.2 If the Employer requires employees to be bonded, premium on the bond shall be paid by the Employer.

ARTICLE 16 HEALTH & WELFARE AND PENSION

- 16.1 The Employer agrees to be bound by the Agreement and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Welfare Fund, and the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund, copies of which have been furnished to and read by the Employer bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. The Employer bound hereby irrevocably designates the Employer Trustees of said Funds and their successors as his/her representatives for the purposes set forth in said Agreements and Declarations of Trust.

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

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

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

Effective January 1, 2021, all employees who are eligible for benefits from the Health and Welfare Fund, or who become eligible for benefits from the Fund, shall make Employee Contributions to a Section 125 Plan ("the Plan") established by the Employer in order to become and remain eligible for benefit coverage from the Health and Welfare Fund. The contributions received by the Plan shall be remitted to the Employer to offset the Employer Contributions set forth in this section above as follows:

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

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

- 16.2 In the event of absence of an employee from work because of accident or sickness, the Employer shall continue to make the required health and welfare contributions for a period of three (3) months from the date on which the employee leaves active employment due to accident or illness.

In the event of leave of absence or military leave or in the event the employees who are laid off or are off because of accident or illness beyond said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly contribution as paid by their Employer after the respective date the contributions by the Employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under COBRA.

- 16.3 During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the employee.
- 16.4 The Employer agrees to contribute to the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund covering the employees in the classifications working hereunder with the exception of students, extra employees, and call-in employees, up to a maximum of forty (40) hours per week. It is understood that the said pension trust and benefits to be provided from the pension trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

Pension Contribution Schedule:

<u>Effective Date</u>	<u>Amount</u>
1-1-2017	\$ 1.25 per hour

Note: Further changes to the Pension Contribution Schedule will be based on ARGA Agreement tables.

- 16.5 Reports of the Employer as to employees who have worked the number of hours that they have been paid and such other data and information as may be required by the Trustees of the said Funds shall be transmitted to the office of the Funds no later than the 15th day of the month immediately following the calendar month in which the work was performed and for which contributions are being made. In the event the said reports are not furnished or such other contributions are not paid as aforesaid, the following remedies in whole or in part and in addition to all other remedies, either in law or in equity, by contract or authorized by the aforementioned agreements and Declarations of Trust shall be available.

- 16.6 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the Collective Bargaining Agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, 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 attorney's 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 payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.
- 16.7 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 his/her payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates which would otherwise be due such employee or employees' estates under the administration of the Trust Fund.

The payment of any and all claims shall not operate to relieve such Employer from his/her liability to make the payments due the Trust Fund, including liquidated damage payment.

- 16.8 Any Employer who on more than one (1) occasion during any one (1) year becomes delinquent in its payments to the Trust Fund shall be required to post bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.

Non-payment by any Employer of any contributions or other monies owed to the Fund shall not relieve any other Employer from his/her obligation to make required payments to the Trust Funds.

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

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency resulted from a clerical error or a bona fide difference or dispute concerning eligibility.

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.

If the Employer fails to make prompt and timely payments of monthly contributions required by the 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.

ARTICLE 17
NO STRIKE - NO LOCKOUT

- 17.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown or stoppage of work brought about wither 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 of dismissal or discipline by the Employer or any and all employees participating therein.
- 17.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. 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 legal picket line, including the primary legal picket line of unions party to this Agreement, and including primary legal lines at the Employer's place of business.

ARTICLE 18
COLLECTIVE BARGAINING

- 18.1 This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted compromised or waived by the parties for the life of this Agreement.

ARTICLE 19
SEPARABILITY

- 19.1 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 any conflict with any federal or Minnesota State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.
- 19.2 The Employer and the Union agree that they will meet within a thirty (30) day period following the declarations of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 20
TERMINATION AND RENEWAL

THIS AGREEMENT shall become effective **September 1st, 2020**, and shall be in full force and effective until **August 31st, 2023**, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that in the event the Union

serves written notice in accordance with this Section, and strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement.

WILSON MCSHANE CORP.


Karen M. Holt - President & CEO

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


Stacy Spexet – Union Representative

APPENDIX A

RECEPTIONIST

	Effective 9/2020*	Effective 9/2021*	Effective 9/2022*
Start	\$14.50	\$15.00	\$15.50
	\$17.25	\$17.75	\$18.25

CLAIMS, PENSION AND ACCOUNTS RECEIVABLE

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

***Increase effective the beginning of the 1st full pay period that begins in the effective month**

Employees shall be hired at not less than the range minimums.

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

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

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

**LETTER OF UNDERSTANDING
THIRTY-FIVE (35) TO THIRTY-NINE (39) HOUR EMPLOYEES**

It is agreed and understood between the parties that there has been a history of varied start and quit times. The standard work week is being amended from a 35 hour work week to a 40 hour work week. All employees will be expected to be at work until 5:00 PM each day, effective September 1st, 2006, with the following exceptions:

In recognition of employee needs and respecting previous hours of work agreements for 35 to 39 hour employees, the following employees will be grandfathered as follows:

Employee	Fund	Work Schedule	Lunch Hour
David Hoffman	HR #99/Unite #150	8:30 to 5:00	1:00 to 2:00
Martha Roberts	Dental	7:30 to 4:00	11:00 to 11:30

All new employees covered by this Agreement will be offered and expected to work an 8:00 AM to 5:00 PM, 40 hour work week schedule.

Agreed
Wilson-McShane Corporation
Karen M. Holt, President & CEO

Agreed
UFCW Local #1189
Gary Morgan
Director - Northern Division

LETTER OF UNDERSTANDING HEALTH & WELFARE

The Employer agrees to be bound by the Agreement and Declaration of Trust established by the Northern Minnesota-Wisconsin Area Retail Food Welfare Fund.

Under this Agreement the Employer agrees to contribute the required contribution by the Trustees for Employees only. Employees will be permitted to purchase family/dependent benefits if they wish within 30 days of initial eligibility.

Note: Previous to the purchase of Plan Administrators, Incorporated by Wilson-McShane Corporation, there is one (1) individual that has been granted family/dependent benefits. They are: David Hoffman.

The previous individual agreements will continue to be honored as long as they are employed by Wilson-McShane Corporation. Future employees will be offered single coverage only.

Agreed
Wilson-McShane Corporation
Karen M. Holt – President & CEO

Agreed
UFCW Local #1189
Gary Morgan
Director – Northern Division

LETTER
OF
UNDERSTANDING

**Re: Rehabilitation Plan of the Northern Minnesota-Wisconsin Area
Retail Clerks Pension Fund**

The bargaining parties have adopted into the current Collective Bargaining Agreement the Rehabilitation Plan of the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund.

The Preferred Schedule will be adopted as of January 1st, 2011.

Agreed:_____

Gary Morgan
UFCW Local #1189
Director – Northern Division

Agreed:_____

Karen M. Holt – President & CEO
Wilson-McShane Corp.