

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

MEAT BARGAINING UNIT

And

***ARROWHEAD RETAIL GROCERS'
ALLIANCE***

2011 - 2013 CONTRACT

January 1st, 2011 to April 28th, 2013

INDEX

Article 1	Union Shop	Page 2
Article 2	Hours & Overtime	Page 3
Article 3	Miscellaneous Provisions	Page 5
Article 4	First Aid, Laundry & Tools	Page 7
Article 5	No Strike	Page 7
Article 6	Apprenticeship	Page 8
Article 7	Job Description	Page 8
Article 8	Vacations	Page 9
Article 9	Holidays	Page 12
Article 10	Seniority	Page 14
Article 11	Definition of Full time/ Part time	Page 15
Article 12	Agreement Violations	Page 16
Article 13	Union Cards	Page 16
Article 14	Arbitration	Page 16
Article 15	Employment Termination	Page 18
Article 16	Health & Welfare and Pension	Page 19
Article 17	Jury Duty	Page 25
Article 18	Funeral Leave	Page 25
Article 19	Leave of Absence	Page 26
Article 20	Separability	Page 27
Article 21	Collective Bargaining	Page 28
Article 22	Duration	Page 28
Appendix A	Wage Rates	Page 29 - 31
Appendix B	Letter of Agreement	Page 32

THIS AGREEMENT is entered into and is effective on the 1st day of **January, 2011**, between _____ hereinafter referred to as the Employer, and the **UFCW Local #1189 Meat Bargaining Unit** chartered by the United Food and Commercial Workers Union and hereinafter referred to as the Union.

ARTICLE 1. - UNION SHOP

The Union shall be the sole collective bargaining agent for all Employees working in the classifications covered by this Agreement for the purpose of collective bargaining with the Employer. There shall be no discrimination against any Employee for Union activity. This Agreement shall be binding on the parties' signatory hereto, their successors and assigns.

1.2 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.

1.3 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.

1.4 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.

1.5 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, 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 31st day following the beginning of such employment become and remain members in good standing in the Union.

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.

1.6 All Employer rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement, are retained by the Company and remain exclusively within the right of the Company.

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.

ARTICLE 2. - HOURS AND OVERTIME

2.1 Forty (40) hours to be worked in any five (5) days Monday through Saturday shall constitute a regular work week. 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. 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 Part-time 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 Part-time Employee hired before May 1st, 2005 who has the majority of his/her scheduled work hours between 10:00 p.m. and 6:00 a.m. 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.

Part-time Employees shall not be scheduled six (6) days Monday through Saturday except by mutual agreement.

Employees hired after April 30th, 2005 will not receive the Good Friday pay, Christmas Eve Pay, Sunday Premium Pay, Holiday Premium Pay or Night Premium Pay.

2.2 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 anytime after 12:00 noon provided they are scheduled to work 8 hours.

2.3 When scheduled or called to work, an Employee, if available, shall receive a minimum of four (4) hours of work or pay except in cases of emergency when call in shall be two (2) hours for all Employees.

Work schedules for Full-time and Part-time Employees shall be made up for any two (2) week period. The schedule for all regular, whether Part-time or Full-time, 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. Four ten hour shifts, with time and one-half after ten hours, may be scheduled on an individual store basis by mutual agreement of the Employer and the Union. When posting the schedule the Employer shall show the Employee's first and last names on the schedule in ink. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will notify the Employee. Employees will notify the Employer in advance when they will not be available for work.

2.4 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.

2.5 If an Employee is required to work in more than one store during his/her regular eight-hour shift, he/she shall be paid his/her regular straight time rate of pay for time spent in transit, one way.

2.6 Work to be distributed as equally as possible between Employees in all areas within the classification.

2.7 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 his/her availability for work at least 24 hours prior to the time that he/she expects to report to work or prior to the time the Employer makes up the schedule for the next week.

2.8 Store operating hours shall be set by each Employer on Sunday through Saturday inclusive.

2.9 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.

2.10 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.

2.11 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.

ARTICLE 3. - MISCELLANEOUS PROVISIONS

3.1 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.

3.2 The payroll records of the Employer will be open to inspection by the proper officials of the Union at reasonable times to enable the Union to determine whether the provisions of this Agreement are being complied with. The payroll records will be available for a maximum period of one (1) year. The Employer shall furnish the Union with copies of requested payroll records. All such requests shall be reasonable and limited to two (2) requests per year for each Employee.

3.3 The Employer shall have the right to adjust wages of his/her Employees without Union interference provided such adjustments are made over the contract wage/rate range, and provided further that such adjustments are made within the contract period.

3.4 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 or the Union.

3.5 No Employee shall be scheduled for less than eighteen (18) hours per week. This minimum does not apply if the Employee has restricted his/her availability to less than eighteen (18) hours per week.

3.6 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.

3.7 No Employee shall make a written or verbal agreement that will conflict with this Agreement.

3.8 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours Employees covered by this Agreement are at work, for the purposes of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.

3.9 All Employees working under this Agreement shall be paid on a weekly basis, and it is further agreed that Employees shall be paid in full for all time spent in the service of the Employer, except that Employer may implement biweekly payroll during the term of this Agreement provided Employer's implementation of such biweekly payroll period (every two weeks) provides not less than thirty (30) days' notice of the change to Employees and commences in a month containing three payroll periods.

3.10 Any Employee entering the armed forces of the United States shall receive vacation pay, which has accrued to him/her as a result of the terms of this Agreement.

3.11 Only Employees in the Meat Department shall be allowed to handle meat and meat products ordinarily sold in the Meat Department.

3.12 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.

3.13 If the Meat Department Manager is absent for any reason for one (1) week or more, the person designated to take his/her 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.

3.14 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.

3.15 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 his/her option to reject the assignment. Provided, the junior Employee is qualified in the opinion of the Employer to do the required work.

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

3.17 Labor Management Committee. There shall be established a Labor Management Committee, which shall consist of three representatives of the Employers, one of whom shall be a representative of the Arrowhead Retail Grocers Alliance with an equal number of representatives from the Union. This Committee will meet at least quarterly to resolve any grievances or problems relative to the application and interpretation of the contract that have a broad, general basis, or overtone. The Committee shall not be involved with, nor have authority, nor be responsible for the settlement or processing of individual grievances or problems.

3.18 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 UFCW Local **1189** in the same manner as the Union dues.

3.19 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 4. - FIRST AID, LAUNDRY AND TOOLS

4.1 Employer shall provide and maintain a first aid kit in each Meat Department. Such kit shall at all times contain sufficient first aid supplies, including by way of example, bandages, disinfectant, tourniquet, and other such items necessary to deliver first aid for common injuries sustained in meat cutting operations.

4.2 If required to be worn, smocks, aprons, jackets and caps shall be furnished and laundered by the Employer.

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

ARTICLE 5. - NO STRIKE NO LOCKOUT

5.1 The Employers agree that they will not 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 sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual, or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer or any and all Employees participating therein.

5.2 Except as provided above, nothing herein shall affect the right of the union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be cause of discharge of disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refused to go through or work behind any 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 places of business.

ARTICLE 6. – APPRENTICESHIP

6.1 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.

6.2 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.

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 Journeyman 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.

Any Employee successfully completing the Apprenticeship program will have seniority established in the Journeyman 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.

The Employer and the Union agree to comply with the Minnesota Human Rights Act, Minn. Statutes Chapter 363.

ARTICLE 7. - JOB DESCRIPTION

Meat Department Manager

The Meat Department Manager shall be a qualified Meat Cutter. He/She shall perform all duties of a Journeyman in the Meat Department. Because of the skill and work experience that the Meat Department Manager must possess, he/she shall in the performance of his/her work direct the movements and operations of other Employees in the Meat Department.

Journeyman

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

A Journeyman 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 Journeyman 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

8.1 Full-time employees hired on or before April 30th, 2005 who have been employed by the Employer for a period of one (1) year or more shall receive one (1) week's vacation with pay during such year. Employees who have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay during such year. Employees with seven (7) years' service with an Employer, shall receive three (3) weeks' vacation with pay during such year. Employees with fifteen (15) years' service with an Employer shall receive four (4) weeks' vacation with pay during such year. 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 8.6 of this Agreement.

Employees hired after April 30th, 2005 shall be entitled to annual vacation of two (2) paid vacation days after one (1) year of employment to be taken in the second year of employment, one (1) week after the second year, two (2) weeks after the fifth year, and three (3) weeks after the eighth year.

8.2 A Full-time Employee hired on or before April 30th, 2005 who at the date selected for his/her vacation has less than one (1) year but six (6) months or more of continuous service with the same Employer shall be entitled to a part of one (1) week's vacation and vacation pay equivalent to the part of the preceding twelve (12) months that such Employee has been employed.

8.3 Part-time Employees hired on or before April 30th, 2005 with six (6) months 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. Such pro-rated vacation to be based on the length of time an Employee served from the date of employment during the first year and thereafter the length of time an Employee served since his last anniversary date of employment, pro-rated. There shall be no accrued vacation proration prior to two (2) years of service for Part-time Employees hired after April 30th, 2005.

Part-time Non-food Handling Employees hired before May 1st, 2005 will be eligible for pro-rata vacation on hours worked as follows: one week after one year; two weeks after two years. Part-time non-food handling Employees hired after April 30th, 2005 shall not be entitled to paid vacation.

Part-time Meat Handling Employees hired on or before May 1st, 2005 working under thirty (30) hours per week shall be entitled to vacation of one (1) week with pay after the first year, two (2) weeks after the second year, three (3) weeks after the seventh year, and four (4) weeks after the fifteenth year, with their pay to 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.

8.4 Full-time Employees taking their vacation in holiday weeks shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.5 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 hours, time worked on Sunday, and time while on jury duty or training duty with an Employee's national guard or reserve unit.

8.6 Vacation shall, as far as possible, be granted for the period preferred by the Employee but should the vacation time requested by the Employee interfere with the operation of the business, the Employer and Employee will mutually arrange a vacation time as near as possible to the time desired by the Employee that will not interfere with the operation of the business. The Employer may block out two (2) weeks during the year. During these two weeks, no vacation shall be scheduled. The two (2) 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. A vacation sign up schedule shall be posted the first banking day following January 1st of each year. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior Employee notifies the Employer of his/her requested vacation dates in writing prior to March 1st of each year. After March 1, 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 Employee will be notified of his or her vacation request in writing within two (2) weeks of the request. Employees may request the Saturday prior to vacation as a day off. The Employer shall grant such request unless there is justifiable reason to deny it. The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of the vacation period if requested. In those stores whose problems arise and/or in those stores where mutual agreement can be achieved, a procedure for vacation selection shall be adopted as a matter of company policy. In each store, the following may be on vacation at any one time: a minimum of one Full-time grocery Employee; one Part-time grocery Employee; one Meat Department Employee. In no instance may more than one department head (other than one grocery department head and one meat department head) be on vacation at the same time. 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.

8.7 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 his/her last anniversary date and has a minimum of one (1) year seniority.

8.8 Part-time Employees who move into a full-time position shall receive credit 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.

8.9 An Employee absent from work because of workman's compensation injury will have the time absent from work for any one of these reasons counted as time worked for a period of up to two (2) months.

ARTICLE 9. - HOLIDAYS

9.1 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 and after 4:00 p.m. Christmas Eve. Full-time Employees hired before May 1st, 2005 shall be entitled to two (2) hours off or two (2) hours additional pay for the Good Friday holiday. Part-time Employees hired before May 1st, 2005 normally scheduled to work between 12 noon and 3:00 p.m. on Friday 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. In addition to these holidays, two (2) additional days off with pay shall be granted to individual Employees hired before May 1st, 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. Part-time Food Handling Employees hired before May 1st, 2005 shall be entitled to receive two (2) personal holidays

Employees hired after April 30th, 2005 will receive two (2) personal days after five (5) years of employment.

Employees hired after April 30th, 2005 will not receive Good Friday pay, Christmas Eve pay, Sunday premium pay, or night premium pay.

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 on December 25th.

Employees can volunteer to work on holidays and such opportunities will be rotated among those volunteering in each seniority category as equitably as possible, consistent with efficient operation of the store. If there are insufficient volunteers in a seniority category, the Employer may schedule Employees to work holidays but any such scheduling shall be rotated among Employees in each category so that working holidays is distributed as equitably as possible on all Employees consistent with efficient operation of the store.

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.")

9.2 It is agreed that no Employee hired before May 1st, 2005 shall work after 4:00 p.m. on December 24th, Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m., December 24th, Christmas Eve. All Part-time Food Handling Employees hired before May 1st, 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.

9.3 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 1st, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1st, 2005. When Christmas Eve falls on Saturday, the preceding basic work week will be thirty - seven (37) hours for Full-time Employees hired before May 1st, 2005, and the following basic work week will be thirty-two (32) hours for Full-time Employees hired before May 1st, 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 1st, 2005. 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 1st, 2005 and the basic work week shall be 32 hours for Full-time Employees hired on or after May 1st, 2005. Time and a half will be paid for all hours worked by Full-time Employees hired before May 1st, 2005 from Monday through Saturday in excess of the 29 hours for that week. (Full-time Employees hired before May 1st, 2005 will receive 40 hours of pay for 29 hours work). Part-time Employees hired before May 1st, 2005 normally scheduled to work after 2:00 p.m. on Sundays will receive 3 hours of Christmas Eve pay

9.4 Regularly scheduled Part-time Meat Handling Employees, hired before May 1st, 2005 working in any holiday week, who have worked ninety (90) calendar days for the Employer and regularly scheduled Full-time and Part-time Employees hired after April 30th, 2005 working in any holiday week, who have worked for two (2) consecutive years for the Employer and Part-time Non-Food Handling Employees hired before May 1st, 2005 who have worked one (1) year for the Employer, shall be entitled to holiday pay based on the following schedule:

Years of Service

0 through 3 years	4 hours of holiday pay
4 through 7 years	5 hours of holiday pay
8 years and more	6 hours of holiday pay

All Employees (excluding Part-time Non-Food Handling Employees) with one (1) or more years of service will be paid time and one half (1½) for working on Holidays. Part-time Food Handling Employees hired after June 27th, 2008 shall not be entitled to holiday pay.

Part-time Non-Food Handling Employees hired after April 30th, 2005 shall not be entitled to holiday pay. Holiday pay will not be included when calculating overtime, part-time/full-time status, or health plan part-time/full-time contribution rates.

9.5 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.

9.6 All Employees with one (1) or more years of service (excluding Non-Food Handling Employees) 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.

9.7 Holiday hours actually worked shall not be included in health plan contribution calculations or for pension contributions.

ARTICLE 10. – SENIORITY

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

10.2 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.

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. Seniority shall be separate as between two groups:

1. Journeymen and Apprentices
2. Meat Helpers

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.

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 his/her hours cut in an effort to discriminate against said Part-time Employee.

10.3 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.

10.4 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.

ARTICLE 11. - DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

11.1 Full-time Employees shall be any Employee who works thirty (30) hours or more per week for four (4) consecutive weeks. Part-time Employees shall be any Employee who works less than thirty (30) hours per week.

11.2 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 his/her hours are reduced, his/her wages shall be readjusted back to that rate being paid at the time of his/her 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.

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

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

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.

C. 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 12. - AGREEMENT VIOLATIONS

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 13. - UNION MARKET CARDS

The Union Shop Card is loaned to the Employers who sign and abide by this Agreement and is to be displayed in a conspicuous place in the market.

ARTICLE 14. - ARBITRATION

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:

- A. Between the Employee affected and his/her 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.

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 with 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 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 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 unambiguous language of the Agreement.

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

14.4 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.

14.5 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.

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. – EMPLOYMENT TERMINATION

15.1 a. The Employer shall be entitled to two (2) week's 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.

b. 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.

c. Employees discharged for dishonesty or for willful destruction of property will forfeit all vacation and holiday pay earned and accrued, but not taken, to date of discharge.

15.2 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. The probationary period may be extended an additional thirty (30) days upon written notice from the Employer to the Employee affected and the Union.

15.2b 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.

15.3 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. 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. 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

ARTICLE 16. - HEALTH AND WELFARE AND PENSION

16.1 All Employers who are or become signatory or bound by this Agreement agree 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), bound copies of which all parties agree have been furnished to and ready by all Employers 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. All Employers bound hereby irrevocably designate the employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

This Agreement provides for health fund contributions and pension fund contributions to 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.

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.

16.2A. FULL-TIME HEALTH & WELFARE CONTRIBUTION RATES:

The Employer agrees to continue to pay monthly contribution of **nine hundred and seventy-five dollars (\$975.00) per month** for each Full-time Employee to the Health and Welfare Fund. The Employer will pay monthly contributions to the Health and Welfare Fund for each Full-time Food Handling Employee according to the following schedule:

Effective Date	Amount
January 1, 2009	\$1,000.00
January 1, 2010	\$ 1,025.00
January 1, 2011	\$1,050.00

Except as otherwise required by applicable law, in the event a Full-time Employee’s compensated hours actually worked (vacation hours, holiday hours, etc) in any health care contribution period (12 per year) does not exceed an average of thirty (30) hours per week, but is 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.

For Full-time Employees hired after April 30th, 2005, the Employer is obligated to make the full contribution for Single coverage for Full-time Employees hired on or after April 30th, 2005. The Employer will pay 87.5% of the difference between the Single contribution rate and the Family contribution rate upon the Employee’s request for Family coverage.

The Employer will make the full contribution for Single coverage for all Full-time employees who have no dependents starting the first Health Fund contribution following ratification.

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 to determine future coverage level. If Family coverage Employee loses Family coverage then the Single covered Employee will change to Family coverage.

16.2B PART-TIME HEALTH & WELFARE CONTRIBUTION RATES:

The Employer agrees to continue to pay monthly contribution of **three hundred and ninety dollars (\$390.00) per month** for each Part-time Food Handling Employee to the Health and Welfare Fund.

The Employer will pay monthly contributions to the Health and Welfare Fund for each Part-time Food Handling Employee according to the following schedule:

Effective Date	Amount
July 1, 2009	\$ 405.00
January 1, 2010	\$ 420.00
January 1, 2011	\$ 435.00

Except as otherwise required by law, in the event a Part-time Employee's compensated time (e.g. hours actually worked, vacation hours, holiday hours, etc) in any one month does not equal or exceed an average of 18 hours of work per week per health insurance contribution period (12 periods per year), the Employer is not required to make any Health and Welfare contribution on the Employees behalf for the ensuing month.

Also, Employees who return to work or are reinstated following an absence from work, where their seniority has not been interrupted, shall have payments 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 payments made on their behalf on the 1st of the month following their return to work.

The Employer agrees to make Health Fund contributions on behalf of each Full-time Employee on the first of the month following the Full-time Employee's date of hire.

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 three months of contribution on

the Employee at the Single contribution rate. Full-time Employees hired from outside the Company shall be eligible for health plan benefits commencing with the first day of the month following the date on which the Employer has made three (3) monthly contributions on behalf of the Employee. The initial three (3) monthly contributions on behalf of Full-time Employees hired from outside the Company shall be at the Single contribution rate. In the event the Full-time Employee elects Family coverage commencing the following month, the Employer shall pay a lump sum "make-up contribution" to the Fund in an amount equal to the difference between the Single contribution rate and the Family contribution rate for the initial three (3) months.

The Employer agrees to make Health Fund contributions at the full Single contribution rate on behalf of each Part-time Employee on the 1st of the month following six months of employment. (Exclusive of Part-time Non-food Handling Employees) Part-time Employee eligibility will begin the first of the month after the Employers first contribution.

Full - time contributions shall be made on Full - time Employees as defined in Paragraph 11.1.

Part-time contributions shall be made on Part-time Employees as defined in Paragraph 11.1.

16.4 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. In the event of leave of absence or military leave or in the event of Employees who are laid off or are off because of illness, sickness, or injury beyond the said three (3) month period they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers 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.

16.5 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.

PENSION

16.6A. Effective the date of this Agreement, January 1st, 2011, the Pension contribution rate set forth in Section 16.6A shall increase to \$209.73 per month for Full-Time employees, and \$1.06 per hour for Part-Time employees participating in the “International” (Chicago) Pension Plan, for each Full-time Employee on the seniority list as of April 17th, 1995.

The Pension contribution to be paid to the United Food and Commercial Workers International Union-Industry Pension Fund, P. O. Box 19122, Newark, NJ, 07195.

Effective January 1st, 2011 the contribution rate will be \$182.00 per month for each Full-time Employee on the seniority list as of April 17th, 1995.

Pension contributions for all new Employees hired after August 15th, 1995 shall be made to the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. Effective May 1st, 2002 contributions will be 70¢ per hour for all Employees contributed on behalf of into this plan. Effective May 1st, 2004, the contribution rate shall increase to Eighty Cents (\$.80) per hour. Effective May 1st, 2005, the contribution rate shall increase to Ninety Cents (\$.90) per hour.

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 16.6A, 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 Ninety Cents (\$.90) per hour.

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 or vacation pay (for time not actually worked) for which any said Employee of the Employer is entitled to straight time pay under the terms of this Agreement. Holidays and vacation for which the Employer makes payment to the Employee shall be counted as time worked for purposes of determining the 30-hour Part-time Pension limitation. It is understood that the Trust and the benefits to be provided from the Pension Trust Fund shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.

16.6B. Effective the date of this Agreement the Employer agrees to continue to contribute the amount of one dollar and ten cents (\$1.10) per hour to the Northern

Minnesota – Wisconsin Retail Clerks Pension Plan for all eligible Full-time and Part-time Meat Department Employees hired before May 1st, 2005 and after April 17th, 1995.

Effective January 1st, 2009 the contribution rate will be \$1.15 per hour for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

Effective January 1st, 2010 the Contribution rate will be \$1.20 per hour for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

Effective **January 1st, 2011** the Contribution rate will be **\$1.25** per hour for each hour worked by each Full-time and Part-time Employee (exclusive of Part-time Non-Food Handling Employees) with more than five (5) years of service to the Employer.

Effective the date of this Agreement, the Employer agrees to contribute Sixty Cents (\$.60) per hour to said Pension Fund for each hour worked by each full-time Employee hired after April 30th, 2005.

Effective the date of this Agreement, the Employer agrees to contribute Sixty Cents (\$.60) per hour to said Pension Fund for each hour worked by each Part-time Employee (exclusive of Part-time Non-Food Handling Employees) after the Employee has completed their probationary period.

16.7 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 amount 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 equal to the interest as provided by law to be charged by the IRS on delinquent tax returns.

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 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 this liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one occasion during any one year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions, which it was obligated to make during the preceding calendar year. Non-payment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other Employer from his/her or its obligation to make required payments to the Trust Fund.

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.

16.8 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.

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.

ARTICLE 17. - JURY DUTY

17.1 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 his/her jury duty pay does not equal his/her regular weekly pay, the Employer will make up the difference, provided the Employee works such hours as he/she is available during the hours when court is not in session. The above shall apply to petit jury duty only. An Employee receiving full pay from his/her Employer while serving on jury will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury.

ARTICLE 18. - FUNERAL LEAVE

18.1 The Employer agrees to pay Full-time and Part-time Employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the Employee attends the funeral, and provided the compensable day or days off fall on the Employee's normally scheduled work days. The term "immediate family" shall mean spouse, parents and step-parents, children and step-children, brothers and step-brothers, sisters and step-sisters, father-in-law, mother-in-law, grandparents, and grandchildren, legal guardian or any relative residing with the Employee or with whom the Employee is residing. A maximum of four (4) days funeral leave shall be granted in the event of the death of a spouse. The last day of the leave shall be the day of the funeral, except if the funeral is more than 200 miles from the Employee's place of residence.

In the event an Employee would be entitled to funeral leave during the period they are on vacation one (1) day of funeral leave shall be allowed.

ARTICLE 19. - LEAVE OF ABSENCE

19.1 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 his/her 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 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 Disability due to pregnancy shall be treated the same as other disabilities for leave purposes.

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

19.5 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.

19.6 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.

19.7 Other leaves shall run to a maximum of three (3) months for Employees, to be renewed for such length of time as the Employer and the Employee may agree.

19.8 Any Employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself or herself, is subject to discharge.

19.9 Upon return to work from a leave of absence, the Employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to 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.

Employees returning to work from a leave of absence may not take vacation or personal days for one 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.

19.10 Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein

ARTICLE 20. – SEPARABILITY

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.

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. - COLLECTIVE BARGAINING

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 22. - DURATION

This Agreement shall take effect the 1st day of **January, 2011**, and continue to the 28th day of **April, 2013**, 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.

Dated this _____ day of _____, **2011**.

FOR THE EMPLOYER:

FOR THE UNION:

By _____

By _____
Daniel Hudyma – Union Representative

Individual signed copies by store are on file at the UFCW Local 1189 office.

Appendix "A"
Wage Rates All AREAS

4/30/2011

4/29/2012

	5/2/2010	+ .10 Top Scale Only	+ .15 Top Scale Only
Head Meat Cutter	\$21.40	\$21.50	\$21.65
Journeyman	\$20.03	\$20.13	\$20.28

**Apprentice Meat
Cutter**

1 st 6 months	\$12.24		
2 nd 6 Months	\$12.85		
3 rd 6 Months	\$13.70		
4 th 6 Months	\$14.54		
5 th 6 Months	\$16.26		
6 th 6 Months	\$16.53		
7 th 6 Months	\$16.95		
8 th 6 Months	\$17.60	\$17.70	\$17.85

	5/2/2010	4/30/2011 + .10 Top Scale Only	4/29/2012 + .15 Top Scale Only
Full Time Meat			

	5/2/2010	4/30/2011 + .10 Top Scale Only	4/29/2012 + .15 Top Scale Only
Part Time Meat Handler Hired after 4/30/05			
Start	\$7.25		
1040 Hours	\$7.60		
2080 Hours	\$8.20		
3120 Hours	\$8.50		
4160 Hours	\$8.80		
5200 Hours	\$9.44		
6240 Hours	\$9.75		
7800 Hours	\$10.05		
9360 Hours	\$10.35	\$10.45	\$10.60

	5/2/2010	4/30/2011 + .10 Top Scale Only	4/29/2012 + .15 Top Scale Only
Part Time Non-Food Handlers			
Start	\$7.25		
1040 Hours	\$7.50		
1560 Hours	\$7.75		
2080 Hours	\$8.20		
3120 Hours	\$8.35		
4161 Hours	\$8.67		
5200 Hours	\$9.00	\$ 9.10	\$9.25

APPENDIX B

Letter of Agreement
By and Between
Arrowhead Retail Grocer's Alliance
And
United Food and Commercial Worker's Union Local 1189
Meat Bargaining Unit

This Agreement is entered into and is effective on the **1st day of January 2011**, between Arrowhead Retail Grocer's Alliance and United Food and Commercial Worker's Union Local 1189 Meat Bargaining Unit chartered by the United Food and Commercial Workers Union.

Whereas, Arrowhead Retail Grocer's Alliance, as the representative of the member employers (the "Employers") and United Food and Commercial Worker's Union Local 1189 Meat Bargaining Unit (the "Union") recognize the need to adopt the Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan "Rehabilitation Plan "Preferred" Schedule.

Whereas this Agreement extends the current Labor Contract for two (2) years with all language, terms, letters of understanding, and condition remaining the same except the following changes:

1. United food and Commercial Workers International Union-Industry Pension Fund: Effective for contribution periods beginning January 1st, 2011 the Pension contribution rate set forth in Section 16.6A shall increase to \$209.73 per month for full-time employees, and \$1.06 per hour for part-time employees participating in the "International" (Chicago) pension plan.
2. \$.10 per hour wage increase effective 04.30.2011
Top scale only all Classifications
3. \$.15 per hour wage increase effective 04.29.2012
Top scale only all Classifications
4. In the event that at anytime during the extended term of the Labor Contract, the gross reserves of the Northern Minnesota Wisconsin Area Retail Food Fund are reduced below \$3,000,000 (current reserves are \$8,480,940 as of 12-1-2010) for a period longer than one reporting period either party may reopen, by written notice to the other party, Article 15 only of the Labor Contract. If either party reopens Article 15, the parties will meet and confer within thirty (30) days of the notice for the sole purpose of discussing possible amendments to the Health & Welfare provisions of the contract such as adjusting contribution rates or benefits, or a combination thereof.

During the extended term of the Labor Contract the Employee share, if any, of the monthly Health & Welfare contribution shall not increase above the rates established in the current Agreement as of January 1, 2011.

5. New Contract expiration date 04.28.2013

Arrowhead Retail Grocer's Alliance and United Food and Commercial Worker's Union Local 1189 Meat Bargaining Unit hereby adopt into the Labor Contract, the Pension Rehabilitation Plan "Preferred" Schedule for the Northern Minnesota-Wisconsin Area Retail Clerks Pension Plan, which includes, among other changes:

- Pension Rehabilitation Plan "Preferred" Schedule (per Mercer)
- Effective January 1st, 2011
- \$.16 per hour non-benefited Pension contribution rate increase (all pension hours):
- 1% multiplier
- Elimination of all early retirement subsidies

In the event the Pension Rehabilitation Plan provisions conflict with this Agreement, the terms of the Pension Rehabilitation Plan shall control.

Dated this ___ day of February, 2011

FOR THE EMPLOYER

FOR THE UNION

On behalf of Miner's Inc. d/b/a
Super One Foods Store # _____

Daniel Hudyma – Union Representative

AREA RETAIL GROCERS ALLIANCE / UFCW LOCAL 1189

Meat Unit Contract Extension Attachment

Letter of Agreement applies to the following Miner's Incorporated stores:

Super One Miller Hill, Duluth, MN

Super One West Duluth, Duluth, MN

Super One, Superior, WI

Super One, Hibbing, MN

Super One, Virginia, MN

Super One, Two Harbors, MN

Super One, Cloquet, MN

Super One Foods North, Virginia, MN

Super One Foods Belknap, Superior, WI

Super One Foods East End, Superior, WI

Super One Foods Kenwood, Duluth, MN

Super One Foods Lakeside, Duluth, MN

Super One Foods Plaza, Duluth, MN