

**Collective Bargaining Agreement**

**between**

**United Food and Commercial Workers Union Local 663**

**and**

**Eastside Food Co-op**

**01/01/2018**

**through**

**03/31/2021**

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This Agreement is made and entered into this 5th day of December 2017, by and between Eastside Food Co-op, hereinafter referred to as the "Employer," and the United Food and Commercial Workers Union Local 663, herein after referred to as the "Union" on behalf of the employees of the Employer covered by this Agreement.

## PREAMBLE

It is the intent and purpose of the parties that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union and its members as set forth herein, and to set forth rates of pay, hours of work, and other conditions of employment to be observed between the parties.

The terms of this Agreement are intended to cover only minimums of wages and other employee benefits and conditions of employment. The Employer may choose to provide superior wages and other employee benefits and conditions of employment.

The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the bargaining unit. It, therefore, pledges the full cooperation of its membership to promote the economic success of the Employer in order that the maximum opportunity for continuous employment, good wages and good working conditions may continue.

The Union shall use its best effort as a labor organization to enhance the interests of the Company, as an employer of union labor.

## ARTICLE 1: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

## ARTICLE 2: OTHER AGREEMENTS

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement.

## ARTICLE 3: CONDITIONS OF EMPLOYMENT

### SECTION 3.1: RECOGNITION

In accordance with a Certification of Representative issued April 27, 2017 by the National Labor Relations Board in Case 18-RC-192737, the Employer recognizes the Union as the exclusive bargaining representative in the following unit of employees:

All full-time and regular part-time employees employed at the Employer's facility at 2551 Central Ave NE, Minneapolis, MN; excluding all Center Store Managers, Business Intelligence Managers, HR Managers, Fresh Food Managers, General Managers (including Interim General Managers), Brand Managers, Human Resource Specialists, Front End Managers, and all other managers, supervisors, confidential employees, and guards as defined by the National Labor Relations Act.

The parties have further agreed that the following employees shall be excluded from the bargaining unit: Department Managers, Assistant Department Managers, Board/General Manager Executive Assistant, Kitchen Supervisor, Cheese Coordinator, Bev Bar Supervisor, and Facilities Manager.

Relocation: In the event that the Employer closes its facility at 2551 Central Ave NE in Minneapolis and acquires, opens, or otherwise continues to operate in another location, the Employer agrees that the recognition clause shall be modified to reflect such changed address.

### SECTION 3.2: UNION SHOP

A. All present employees who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement or on and after the thirty-first (31<sup>st</sup>) day following the beginning date of their employment, whichever is later.

B. "Good Standing" is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain their membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders their delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union. The Employer shall inform employees of the foregoing requirement at the time they are employed.

### SECTION 3.3: CHECK OFF:

A. The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one (1) year or the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a bi-weekly basis and will be transmitted to the Union within ten (10) days after such deduction. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee's wages in the immediately following bi-weekly paycheck at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

1) The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

2) The Union will indemnify the Employer against claims and legal fees made against the Employer by reason of compliance with this article [Check Off].

B. The Employer will collect and forward membership application forms for new hires on behalf of the Union.

C. Active Ballot Club Check-off: The Employer agrees to deduct contributions to the UFCW Active Ballot Club Political Action Committee from the paychecks of all workers who sign political checkoff forms. The Employer agrees to deduct contributions from a worker's paychecks beginning the first payroll period after the Union provides the Employer with a checkoff form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their checkoff authorization.

The Employer agrees to wire all contributions to the Union within ten (10) days of the date the Employer deducts the contributions. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the names, addresses, occupations and contribution amounts for each contributing worker.

#### SECTION 3.4: NEUTRALITY

In exchange for the Union's agreement to refrain from picketing, boycotting and engaging in other economic action directed at any Employer operation at which the Union conducts an organizing campaign, the Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. However, nothing contained in this Section shall prohibit the Employer from communicating with employees at any Employer operation where an organizing campaign is taking place.

#### SECTION 3.5: EMPLOYEE LIST

The Employer shall supply to the Union on a monthly basis an electronic list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee id number, and gross income for the previous bi-weekly period. The Employer will also weekly include an electronic list of new hires and terminations during the previous week. The new hire list shall include all information listed above. The termination list shall include the effective date of

termination. However, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list. It is agreed that the Employer will provide electronic schedules for all associates and departments when asked by the Union.

#### SECTION 3.6: NEW HIRE ORIENTATION

The Employer agrees that it will permit Union representatives and/or stewards to perform orientations to discuss for up to thirty (30) consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with seven (7) days' notice of the dates, times, and locations of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours, and company employee id number.

#### SECTION 3.7: ALL STAFF MEETINGS

The Employer agrees that it will permit Union representatives and/or stewards to attend, make presentations, and have discussion with employees at all staff meetings. The Employer agrees to provide the Union with two (2) weeks' notice of the dates, times, and locations of the meetings.

## ARTICLE 4: CLASSIFICATION OF EMPLOYEES

### SECTION 4.1: FULL-TIME:

A full-time employee shall be defined as an employee who is guaranteed at least sixty (60) hours in a two (2) week pay period, except by mutual agreement. It is understood that this will not impact the definition for hours to qualify for benefits.

Employees will be allowed to work on a part-time basis only by mutual agreement. A request to work on a part-time basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a part-time basis will be based on business needs.

### SECTION 4.2: PART-TIME:

A part-time employee shall be defined as an employee who is regularly scheduled to work less than sixty (60) hours, but guaranteed at least thirty (30) hours, in a two (2) week pay period, except by mutual agreement.

Part-time employees may request and, by mutual agreement, work less than thirty (30) hours in a two (2) week pay period. Any such request granted shall be for a period of no less than three (3) months.

### SECTION 4.3: TEMPORARY EMPLOYEE

A temporary employee shall be defined as an employee who is hired to fill a temporary position for a specific limited period of time not to exceed ninety (90) days.



#### SECTION 4.4: SUBSTITUTE EMPLOYEE

A substitute employee shall be defined as an employee who works a flexible schedule of less than twelve (12) hours per week for an indefinite period of time. To maintain active substitute employee status, a substitute employee must work at least one (1) shift every thirty (30) days. Employees will be allowed to work on a substitute basis only by mutual agreement. A request to work on a substitute basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a substitute basis will be based on business needs. A substitute employee shall not be eligible for any benefits (e.g., health/dental/vision insurance, short/long term disability insurance, life/accidental death and dismemberment insurance, profit sharing, 401(k), holiday pay, vacation pay, etc.) specified in this Agreement other than rate of pay.

There shall be a maximum of five (5) substitute employees at Eastside Food Co-op. The Employer will notify the Union on a monthly basis and send a list that shall include the following info for all substitute employees: name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee id number, and gross income. Substitute employees shall be entitled to all other rights and privileges of the contract not specifically spelled out. Substitute employees shall be considered for regular positions before the Employer hires outside the store. Preference shall be given to former Eastside Food Co-op workers to fill substitute employee positions.

## ARTICLE 5: HOURS OF WORK

### SECTION 5.1: PAY PERIOD/PAY DAY:

#### A. PAY PERIOD/PAY DAY

The pay period will be that established and existing on the effective date of this Agreement. The Company may change the payroll period, the starting day and/or ending day of the workweek, and the pay date, provided that the date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees. If a pay date falls on a weekend the pay date will be the preceding Friday.

#### B. DIRECT DEPOSIT

The Employer may request employees to be paid by direct deposit, subject to the employee's right to request to receive a paystub or to discontinue direct deposit. The paycheck for any employee who declines direct deposit will be placed in the U.S. Mail for delivery to the employee's residence address on record with the Employer, or the check may be collected in person at the Co-op on payday.

### SECTION 5.2: PAYROLL ERRORS

An Employer error of three (3) hours or more in an employee's paycheck shall be paid within three (3) business days after payday. Errors of less than three (3) hours, as well as employee errors, such as not punching in or out, shall be included in the employee's next regular paycheck. Employees shall be required to report overpayments to the Company promptly when noticed.

### SECTION 5.3: BASIC WORK WEEK:

The basic workweek shall begin at 12:01 a.m. on Monday and end at Midnight on Sunday. The Company may, upon at least 30-days' notice to employees and the union, change the basic workweek.

#### SECTION 5.4: OVERTIME PAY:

A. All work performed by hourly employees in excess of forty (40) hours per week shall be paid at one and one-half (1½) times their regular rate of pay for all such hours worked in excess of forty (40) hours in a workweek, except as otherwise provided in this Agreement.

B. All scheduled overtime will be voluntary and will be offered by seniority among those employees who are willing and able to perform the work. Provided, however, that if there are not sufficient volunteers to work needed overtime, the employer may assign overtime in reverse seniority order.

## ARTICLE 6: SCHEDULES

### SECTION 6.1: WORK SCHEDULES:

A. In all departments, the Employer will make every effort to set up employee work schedules that are consistent from week to week. Work schedules will be posted at least two (2) weeks in advance of the first day of the pay period. Any changes to the posted schedule will be by mutual agreement between management and the affected employee or employees.

B. Employees will be permitted to notify the Employer of their preferred hours within their stated availability and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling employees.

C. Employees may not be scheduled for more than five (5) days in any work week on an involuntary basis. The Employer will make every effort to schedule consecutive days off.

D. Employees shall be scheduled to have no less than eleven (11) hours off between shifts, unless otherwise mutually agreed upon by management and the affected employees. "Clopenings" should first be filled through volunteers and if there are not sufficient volunteers, the employer may assign in reverse seniority order. This clause shall sunset at the end of the contract term.

E. The employer will make reasonable efforts to schedule no less senior Full-Time or Regular Part-Time employee in a department for more hours than a more senior Full-Time or Regular Part-Time employee in that same department and job classification unless the employee has restricted their availability and/or submitted a written request to work fewer hours (consistent with minimum hours requirements).

### SECTION 6.2: MINIMUM CALL-IN:

An employee who is called in to work outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except where the employee requests fewer hours and the Employer agrees.

### SECTION 6.3: SPLIT SHIFTS:

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

#### SECTION 6.4: BREAKS AND MEAL PERIODS:

A. Breaks: Employees will be given restroom breaks as needed during their shift; such time will be exclusive of meal periods.

B. Meal Periods: Employees working at least four hours will be provided with paid meal periods during their shift. During this time, employees will be relieved from all work responsibilities. Paid meal periods are determined by the number of hours an employee is punched in working (exclusive of paid meal period).

Employees working at least:

- Four (4) hours but less than six (6) hours will receive a fifteen (15) minute paid meal break.
- Six (6) hours but less than eight (8) hours will receive a thirty (30) minute paid meal break.
- Eight (8) hours but less than ten (10) hours will receive a forty-five (45) minute paid meal break.

C. Breaks for Nursing Mothers: The Employer will provide a private secure location (not a toilet stall) and reasonable break time as frequently as reasonably needed during a work shift to employees who need to nurse or to express milk for their infant child(ren). Break times will generally run concurrently with paid meal periods. Breaks in excess of paid meal periods will be allowed, but will be unpaid. Employees will not be discriminated against or retaliated against for exercising their rights as nursing mothers.

D. Upon request, the employer will make reasonable efforts to allow employees to take up to fifteen (15) minutes of unpaid meal time in conjunction with their paid meal period and of allowing paid meal periods to be broken up into a maximum of three (3) paid breaks (example: 1 -30 min., 2-15 min, 3 - 10 min.).

#### SECTION 6.5: UNION VOLUNTEERS:

The Employer shall allow a maximum of five (5) employees to participate in the Union's Volunteer Organizing Committee (VOC). No more than two (2) employees shall be from the same department. The Union will make every effort not to make requests for VOC's between Thanksgiving and Christmas. VOC's will be scheduled two consecutive days off during the week to enable them to participate in Union activities.

Employees shall be allowed to trade or pick up shifts to make up for the loss of hours. This coordination shall be allowed during their work shift.

## ARTICLE 7: WAGE RATES

### SECTION 7.1: WAGE RATES:

The hourly rates of pay and salaries for the classifications covered by this Agreement are set forth in APPENDIX A-1.

### SECTION 7.2: PAST EXPERIENCE:

Employees' past experience will be recognized if re-employed by the same Employer or retained by a successor Employer within two (2) years.

New employees may receive credit for each full year of past experience only when such experience is relevant and verifiable. Such credit for experience will be "transparent". No new employee will be paid a higher wage than a current employee with equivalent experience.

### SECTION 7.3: PAY FOR ADDITIONAL RESPONSIBILITIES:

A. Employees who are assigned and agree to perform duties requiring additional responsibilities will receive additional pay for such work as set forth in APPENDIX A-1; this additional pay will be added to the employee's hourly base wage.

B. New Job Titles: When the Employer determines that a new job title within the bargaining unit is necessary, the Union and the Employer agree to meet and negotiate regarding the pay grade for the position to be included in APPENDIX A-1 of this Agreement.

### SECTION 7.4: WEEKEND DIFFERENTIALS

Hourly employees working at least four hours on both Saturday and Sunday will receive an additional fifty cents (\$0.50) premium for all hours worked on Sunday.

## ARTICLE 8: OTHER WORKING CONDITIONS

### SECTION 8.1: MEETINGS:

When an employee is required to attend a meeting by the Employer, this time shall be considered as time worked.

### SECTION 8.2: TOOLS, BOOTS. and UNIFORMS:

A. Tools: No employee covered by this Agreement shall be required to furnish tools of the trade. For example: the Employer shall provide employees who require a knife and gloves to perform their job duties with a knife and gloves, and the Employer will repair or replace them as needed.

All tools and equipment shall be maintained in an operable condition and any such maintenance shall be on the Employer's time.

B. Boots: If the safety committee determines that an employee requires special work boots or non-slip safety shoes to perform their job duties, the Employer shall reimburse an employee up to fifty dollars (\$50) for work boots or non-slip safety shoes, no more than one time in each contract year, up to a maximum of one hundred fifty dollars (\$150.00) during the life of this Agreement. In order to receive these funds, employees must provide the Employer with proof of purchase.

C. Uniforms: If a specific uniform or insignia is required by the Employer, that uniform will be provided. When a uniform is required, the Employer will provide sufficient quantity to each employee to allow for ease of laundering. The Employer will replace worn uniforms at no cost to the employee. Employees may wear their own head coverings and street clothes as long as they are clean, in compliance with the Employer's dress code policies, and in compliance with State of Minnesota, Hennepin County, or City of Minneapolis health codes.

### SECTION 8.3: TRAVEL TIME AND MILEAGE:

No employee will be required to use their own vehicle by the Employer to make a delivery to a store or a customer. When an employee is required to travel to meetings or other assignments, such travel time will be considered as work time and, in addition to wages, the employee shall be paid mileage in accordance with the rate specified by the IRS.

#### SECTION 8.4: EMPLOYEE EDUCATION:

A. The Employer will provide all employees with training on the history of co-ops, natural and organic foods, workplace safety and customer service. Such training will be conducted on paid work time; the employees attending such training shall be paid mileage in accordance with the rate specified by the IRS if travel to the training site is required. Training will be provided at the Eastside Food Co-op store for new employees and current employees who have not previously received the training.

B. In accordance with co-op policy, the Employer will provide and/or reimburse employees for classes and expenses that pertain to the professional development of employees. The Employer will make every effort to support and accommodate requests by employees for these professional development opportunities.

The Employer will work to ensure that all employees receive sufficient training. Employees wishing to be trained in other areas of the store will receive such "cross training" only by mutual agreement. A request for cross training will not be unreasonably denied, and the decision as to whether or not to allow an employee to cross train will be based on business needs.

#### SECTION 8.5: PERSONAL CALLS AND MESSAGES:

The Employer recognizes that employees may occasionally need to place or receive personal phone calls or electronic communications during the course of the workday. Employees shall make reasonable efforts to confine such calls and electronic communications to non-working times such as breaks or meal periods and in non-working areas. (For example, non-working areas include: the break room, bev bar area, community room, meeting rooms, and outside the store.) The placing or receipt of telephone calls must not interfere with an employee's ability to effectively perform in his or her position, or interrupt the work performed by coworkers. The policy applies equally to personal cell phones.



## SECTION 8.6: NON DISCRIMINATION

The Employer and Union agree that they will not discriminate against or treat any worker differently because of Union membership, support or activity; race; creed; national origin; color; sex; gender, gender identity or expression; sexual orientation; age; religion; disability; pregnancy; physical or mental health condition; status with regard to public assistance; marital status; veteran status; or criminal record.

The Employer agrees to hiring and employment practices that promote diversity and equity. The Union will work cooperatively with the Employer to help recruit and retain a diverse staff.

In this contract, the pronoun "their" is used instead of the singular pronouns (e.g., his, her) and should be understood to refer to an individual employee or group of employees as appropriate in the particular context.

## SECTION 8.7: TRANSGENDER WORKERS

If any worker is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy), chooses to disclose, and asks for employer accommodation:

- A. The Employer and the Union will mutually agree on:
- a way to notify co-workers of the worker's status or transition (the parties' discussions will include the worker);
  - creating safe work areas for the worker;
  - designating at least one restroom as gender neutral; and
  - if either party considers it advisable, developing and administering a training for co-workers and managers, including the schedule for and frequency of the training;
  - notifying all workers that transgender workers may use the restrooms and changing rooms designated for the gender they identify with; and
  - requesting everyone at the workplace or engaged in the Company's business to speak or refer to transgender workers by the names they choose and the pronouns they identify with.

B. The Employer will change all legal and financial records so that all records use the names transgender workers choose and the pronouns they identify with when worker provides a government issued ID. The Company will also update any photographs, including identification badges, unless the worker requests otherwise.

## SECTION 8.8: DOMESTIC PARTNER

Wherever this Agreement refers to a worker's "family," "spouse," "husband," "wife," or "dependent," including all provisions concerning leave or benefits, these words will include domestic partners. The term domestic partner means two (2) adults who:

- Are not related by blood closer than permitted under marriage laws of the state;
- Are not married or related by marriage;
- Are competent to enter into a contract;
- Have no other domestic partner with whom the household is shared, or with whom the adult person has another domestic partner;
- Are jointly responsible to each other for the necessities of life;
- Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.

## SECTION 8.9: MUTUAL RESPECT AND DIGNITY IN THE WORKPLACE

A. The Employer recognizes that employees are among its most valuable resources. The Employer therefore agrees that when dealing with employees, its managers and supervisors will use all reasonable efforts to consciously regard and respect workers' feelings and self-esteem. Likewise, the Union and employees agree that when dealing with co-workers, managers and supervisors, and customers, they will use all reasonable efforts to consciously regard and respect their feelings and self-esteem.

B. The Employer agrees that it will investigate all reports of harassment and take appropriate remedial actions when harassment is found to have occurred in the workplace. Harassment means unwelcome comments or conduct. No one at the workplace, including managers, supervisors, customers, workers or third-parties such as vendors, consultants and independent contractors, may make comments or engage in conduct that is known to be or should reasonably be known to be unwelcome.

C. The Employer agrees that it will investigate reports of inappropriate behavior directed to employees by customers. No employee shall be required to continue to serve a customer who has engaged in abusive behaviors towards an employee, and in such situations the employee is encouraged to seek out a supervisor for assistance. The Employer shall take proactive steps to discourage improper customer behavior in the event that such situations arise.

## ARTICLE 9: SENIORITY

### SECTION 9.1: DEFINITION OF SENIORITY:

An employee's date of hire shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire.

Bargaining Unit Seniority shall be defined as length of continuous service in the bargaining unit. In the case of two or more employees starting active employment in a classification on the same day their seniority ranking will be determined by lot.

### SECTION 9.2: PROBATION:

All newly hired employees will be on probation for thirty (30) calendar days and will thereafter attain seniority with the Employer, with seniority reverting back to the first day of active employment in the bargaining unit.

The Employer and Union may upon mutual agreement extend a newly hired employee's probation period by an additional thirty (30) days. All extensions of probationary periods must be presented to employees and signed by employees.

### SECTION 9.3: LAYOFF AND RECALL:

Layoff will be by reverse seniority, with the least senior being the first one to be laid off, provided the remaining employees are qualified to perform the work. Employees on layoff will be recalled by seniority with the most senior being recalled first.

Employees on layoff for twelve (12) months or less will be recalled by seniority with the most senior being recalled first.

An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where they can be contacted. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall them.

#### SECTION 9.4: TERMINATION OF SENIORITY:

An employee's seniority and employment shall be terminated if the employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Fails to return from any of the leaves of absences referenced in Article 13 of this Agreement within the time limits contained therein; and
- D. Fails to respond within ten (10) calendar days of the date the notice to return to work is registered with the U.S. Mail Services.

#### SECTION 9.5: JOB POSTING:

The Employer will post all openings for bargaining unit positions for seven (7) calendar days and will promote from within the bargaining unit qualified employees with six (6) months or more seniority. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying. Neither the Employer nor the Union will make any attempts to prevent or dissuade employees from applying for or accepting a position. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

#### SECTION 9.6: JOB DESCRIPTIONS:

The Employer will create, maintain and make available complete descriptions for all jobs in the bargaining unit.

#### SECTION 9.7: SENIORITY LIST:

The Employer will maintain an accurate and up to date seniority list. The list will contain the employee's names, dates of hire, job title and classification. The list will be posted in the break room or other readily accessible agreed upon location and will be refreshed at least quarterly.

## ARTICLE 10: PAID TIME OFF

### SECTION 10.1: PAID TIME OFF (PTO) AND SICK AND SAFE TIME ACCRUAL:

Years of Service	PTO accrual rate per hour worked
less than 1 year	0.019230
1-4 years	0.038460
after 5 years	0.057690

For Sick and Safe Time (SST), employees will accrue one (1) hour for every thirty (30) hours worked up to a maximum of forty-eight (48) hours per calendar year.

PTO is calculated on hours actually worked. Vacation, time off, paid or otherwise, SST hours, leaves of absence, do not count as hours worked.

Employees may use PTO hours accrued for the purposes of the Minneapolis Sick and Safe Time ordinance.

Sick and Safe Time is calculated on hours actually worked. Vacation time, paid or unpaid leave time, including Sick and Safe Time hours used, and other time away from work do not count as hours worked.

Employees may carry over unused accrued PTO up to a maximum of one hundred and sixty (160) hours. Sick and Safe Time accrued and unused hours may be carried over into a new twelve (12) month period (currently the calendar year) up to a maximum of eighty (80) hours.

Employees may donate accrued PTO and Sick and Safe Time hours to other employees in accordance with rules established by the Employer.

## SECTION 10.2: HOLIDAYS

- A. Christmas Day will be a paid holiday.
- B. Full-time employees will be paid eight (8) hours and part-time employees will be paid four (4) hours, or their regularly scheduled hours for that day of the week (times their straight time rate of pay for the paid holiday).
- C. There will be five (5) unpaid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. Hourly employees who work on a listed unpaid holiday will be paid at one and one-half (1 ½) their regular rate of pay for all hours worked.
- D. All full time and part time employees will also receive one (1) floating holiday, to be taken on a date that is mutually agreed upon.

## SECTION 10.3: VACATION SCHEDULING:

A vacation schedule shall be posted by January 5 and vacations selected on the basis of seniority within the employee's classification by January 31 of each year for the period from March 1 through the following February 28/29. Requests for vacation must be submitted in writing or through the payroll system. The approved vacation schedule shall be posted by February 15 of each year.

- A. Vacation requested after January 31 will be granted on a first come basis as outlined below.
- B. Employees shall be allowed to take their vacations in hourly increments.
- C. Requests to use vacation must be made no later than seven (7) days prior to the posting of the schedule for the period when the vacation is used.
- D. Vacation requests will be granted as mutually agreed to by the Employer and an employee. Vacation requests will not be unreasonably denied, and the decision as to whether or not to grant a vacation request will be based on business needs.
- E. The Employer will respond to vacation requests within seven (7) calendar days unless the department head or individual responsible for scheduling in the department is unavailable in which case the department head or such individual will respond within three (3) days after returning to work or within fourteen (14) days, whichever is shorter.

## SECTION 10.4: PAY OUT:

Unused accrued PTO may be cashed out if mutually agreed upon by Employer and Employee.

Employees will be paid out all accrued and unused PTO upon termination, lay off, or resignation.

#### SECTION 10.5: UNPAID TIME OFF:

Employees who have exhausted their Paid Time Off benefits will be allowed to take time off without pay upon mutual agreement. Such requests will not be unreasonably denied.

#### SECTION 10.6: COMMUNITY SERVICE PROGRAM

Employees will accrue one (1) hour of Community Service time for every one hundred (100) hours worked up to a maximum of twenty (20) hours in a calendar year. Hours not used expire, and unused hours are not paid out on termination of employment. Eligible community service options shall be recommended by the Labor Management committee.

## ARTICLE 11: DISCHARGE AND DISCIPLINE/JUST CAUSE

The Employer reserves the right to discipline or discharge employees for violations of its rules or for a violation of the terms of this Agreement, subject to the right of the Union to resort to the grievance and arbitration provisions of this Agreement for matters involving employees who have completed their probationary period (initial or extended), and such non-probationary employees may not be discharged except for just cause. For purposes of this Agreement, just cause shall include the following conduct:

- Theft
- Physical altercation on the Employer's premises
- Assault on an employee (including a supervisor) or customer or other person on the Employer's premises
- Sexual harassment of an employee or customer
- Intentional falsification of time cards (or entry of time data) or entering time of another employee
- Intentional damage to or sabotage of the Employer's property
- Carrying or using guns in the store.



## ARTICLE 12: GRIEVANCE AND ARBITRATION

### SECTION 12.1: GRIEVANCE:

A. When a grievance arises, the Employee may choose to attempt first to settle the matter with that employee's immediate supervisor (with or without a Union representative). In the event this is unsuccessful, the representative of the Union shall be called so that the matter may be settled.

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Grievances regarding discharge or discipline without just cause must be filed in writing with the Employer and the Union within fifteen (15) calendar days after the receipt of the discharge notice and thirty (30) calendar days after the receipt of any discipline by the employee. Any other claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.

E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.

### SECTION 12.2: MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of Section 12.1 may be referred by mutual agreement to the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Section 12.1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

### SECTION 12.3: ARBITRATION:

A. If a dispute or discharge is not resolved, either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral third (3rd) party, either party may petition the Federal Mediation and Conciliation Services (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains. That person shall be the arbitrator to hear and decide the grievance.

B. The arbitrator shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

C. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the arbitrator shall be equally shared by the parties.

D. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

E. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

F. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

### SECTION 12.4: LIMITATIONS ON ARBITRATOR:

The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

## ARTICLE 13: LEAVES OF ABSENCE

### SECTION 13.1: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS LEAVE OF ABSENCE:

A. In case of accident, injury, pregnancy or sickness which renders an employee, who has completed their probationary period, unable to work, a leave of absence shall be granted for the period of time that the employee is judged unable to work up to a period of one (1) year, subject to paragraph B below. Such leave will run concurrently with Family and Medical Leave Act and/or Minnesota Parental Leave Act leave.

B. Employees returning from an approved accident, injury, pregnancy or sickness leave of absence within twelve (12) weeks shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the Employee mutually agree otherwise, employees will be returned to work on the next work schedule to be posted subsequent to the employee's request to return to work. With respect to employees returning after twelve (12) weeks, the Employer will attempt to return the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position.

C. The employee shall advise the department manager of their intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.

D. The employee's health insurance, dental insurance, and other benefits will be discontinued as legally permitted during any period of unpaid leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.

E. In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

## SECTION 13.2: UNPAID PERSONAL LEAVE OF ABSENCE:

A. With the approval of the Employer, an unpaid personal leave of absence that is not covered by other leaves provided in this Agreement may be taken under the following conditions for personal reasons. Time spent on such an unpaid personal leave of absence will not count for accrual of vacation or personal days.

B. Conditions of an unpaid personal leave of absence:

- 1) The employee must have worked for the Employer for at least one (1) year.
- 2) The employee must utilize all unused and accrued paid time off before taking an unpaid personal leave of absence.
- 3) Whenever possible, the employee should notify the Employer at least three (3) months in advance of when the employee desires to start their unpaid personal leave of absence.
- 4) The employee's health insurance, dental insurance, and other benefits will be discontinued during the period of unpaid personal leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.
- 5) The employee will be allowed to take an unpaid personal leave of absence only by mutual agreement. A request to take an unpaid personal leave of absence will not be unreasonably denied, and the decision as to whether or not to allow an employee to take an unpaid personal leave of absence will be based on business needs.
- 6) If approved, an unpaid personal leave of absence will be granted for thirty (30) days and, subject to further approval, may be renewed in thirty (30) day increments, up to a maximum of six (6) months.
- 7) Upon the expiration of an initial thirty (30) day unpaid personal leave of absence, the Employer will reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence. Upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence, but reinstatement to the employee's previous position and/or hours is not guaranteed. If the Employer is not able to reinstate an employee

to their previous position and hours upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, for a period of six (6) months following the expiration of that unpaid personal leave of absence, the Employer will attempt to reinstate the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position. Upon the expiration of that six (6) month period, the Employer will have no obligation to reinstate the employee.

8) An employee who fails to return to work on the scheduled date at the expiration of an unpaid personal leave of absence will be considered to have voluntarily resigned, effective as of the employee's last day of work.

### SECTION 13.3: BEREAVEMENT LEAVE:

A. After completing the probationary period all employees shall be entitled to a maximum of four (4) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, children, step-children, brothers, sisters, step siblings, mother-in-law, father-in-law, grandchildren or grandparents. In the event of the death of a spouse, or domestic partner, the employee shall be entitled to a maximum of four (4) days bereavement leave.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. Bereavement leave may be taken from the day of death through the day after the funeral. The Employer may request verification of death.

C. The last day of the leave, in the event an employee attends the funeral, will be the day of the funeral; provided, however, that the last day of the leave can be the day after the funeral if the funeral was two hundred (200) miles or more from the employee's residence (as measured as the crow flies), and employees will not be entitled to pay for intervening scheduled days off.

D. If the death occurs while the employee is on vacation, the employee will be allowed to extend their vacation by the number of days provided in the leave, or may use their vacation days at a later date.

E. Employees may be granted additional bereavement leave by mutual agreement. Employees may use accrued paid time off benefits or take the time unpaid if no paid time off is available.

#### SECTION 13.4: JURY DUTY:

An employee shall immediately notify the Employer upon receiving a call for jury duty. When an employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings up to a forty (40) hour week at the employee's straight-time rate of pay for a maximum of ten (10) days.

#### SECTION 13.5: MILITARY SERVICE:

The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for any applicable federal or state law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority.

Such employees will not be required to use their vacation time for such purposes.

#### SECTION 13.6: FAMILY AND MEDICAL LEAVE ACT (FMLA) OR STATE OR LOCAL FAMILY AND MEDICAL LEAVE

Employees shall not be required to use their paid vacation or personal time during any leave period which is covered by the Family and Medical Leave Act and/or Minnesota parental leave.

Sick and Safe Time may be used by employees after ninety (90) days from the date they start their employment and may be used for:

- Sick time may be used to deal with an employee or family member's mental or physical illness, including preventative care.
- Safe time may be used for reasons related to domestic violence, sexual assault, stalking, school closures due to inclement weather or public safety issues, for an employee or an employee's family member and certain reasons, such as the closure of the business due to public health reasons or other reasons beyond its control.

Accrued and earned vacation or PTO may be used for the purposes of the Sick and Safe Time Ordinance.

### SECTION 13.7: SCHOOL CONFERENCE AND ACTIVITY LEAVE:

In accordance with Minnesota state law, an Employee may take up to sixteen (16) hours of leave during any twelve (12) month period to attend school conferences or school activities related to the Employee's child. Leave under this policy is unpaid, however the Employee may substitute paid time off benefits. The Employee should provide as much advance notice as is possible.

### SECTION 13.8: VICTIM, WITNESS, AND DOMESTIC ABUSE LEAVE:

An Employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case.

The employee will be paid for all reasonable time spent away from the store in order to testify.

An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to attend the proceedings.

Employees who are victims of domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a restraining order or protective order. The employee will be paid for all reasonable time spent away from the store in order to attend and obtain such protection.

When it is practical to do so without placing the employee or any member of the employee's family in danger, the employee should provide the Employer with forty-eight (48) hours' notice of the need for these types of leave. The Employer may require verification of the need for these types of leave.

### SECTION 13.9: VOTING AND ELECTION LEAVE:

Every employee who is eligible to vote in a primary or general election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of the election.

The employee must notify their manager one day in advance if that employee intends to take a reasonable amount of time off work to vote during regularly scheduled work hours. The employee will be paid for all reasonable time spent away from the store to vote.

Employees serving as an election judge will be paid for all reasonable time spent as an election judge; the Employer will reduce wages paid by the amount paid to the election judge by the election authority. In order to receive this pay, an employee who serves as an election judge must submit proof of the wages paid to them as an election judge to Human Resources. Employees will provide the Employer with at least twenty-one (21) day advanced notice of intent to serve as an election judge.

#### SECTION 13.10: S.P.U.R. (Special Project Union Representative) LEAVE:

The Employer agrees that it will provide a leave of absence for a maximum of two (2) employees, for a period of time not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. An employee wishing to take such leave should provide the Employer with thirty (30) days' notice of their desire to take such a leave. It is understood that the Union will make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence.

#### SECTION 13.11: SENIORITY:

Employees on approved leave will maintain their seniority.

#### SECTION 13.12: TEMPORARY REPLACEMENTS:

The Employer may replace any employee who is on a leave of absence on a temporary basis from within the bargaining unit first unless there are no volunteers, in which case, the employer may select a non-bargaining unit employee. The Employer will have a right to select the employee who will replace the employee on leave. The employee who is chosen for the temporary assignment will be paid the appropriate wage rate.



## ARTICLE 14: UNION-EMPLOYER COOPERATION

### SECTION 14.1: SHOP STEWARDS:

The Union will have the right to appoint shop steward(s), up to ten percent (10%) of the bargaining unit. In no instance shall the steward(s) be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the business.

### SECTION 14.2: UNION VISITATION:

The duly authorized representative(s) of the Union shall be permitted access to the store provided the conduct of the representative(s) does not interfere with the operation of the Employer's business. Whenever possible, the Union representative will provide the Employer with advance notice of any such visit. If advance notice is not possible, the Union representative will check in with the Employer upon their arrival at the store.

The Employer will make available to the union reasonable meeting space upon request for the purpose of meeting with employees, discussing grievances, and for the distribution of literature relating to union business.

### SECTION 14.3: LABOR MANAGEMENT COMMITTEE

A committee composed of no more than five (5) Union representatives and an equal number of Employer representatives shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. Such committee shall meet monthly for the first six (6) months and quarterly thereafter unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure.

### SECTION 14.4: BULLETIN BOARD, UNION INSIGNIA, and "UNION LABEL"

A. A space will be provided on designated locked bulletin board(s) where official Union notices may be posted. Keys to bulletin board(s) will be kept in a location where union stewards can access keys. No postings will be allowed in places other than the designated bulletin board(s).

B. Employees may wear union insignia while at work. Any buttons will be no more than 3" in diameter.

C. The Union agrees to issue a Union store card or "Union Label"

window decal to the Employer. Such Union store card and decals are, and shall remain, the property of the Union. The Employer agrees to display such Union store cards or decals in a conspicuous area accessible to the public.

#### SECTION 14.5: EMPLOYEE SAFETY:

A safety committee composed of no less than one (1) Union steward and one (1) employee from each area of the store selected by the Union and an equal number of management representatives, unless mutually agreed otherwise, will meet at least quarterly to address safety conditions in the store. Notes of the safety committee meetings will be kept and a copy provided to the Union.

When a perceived safety condition occurs, it shall be immediately reported to a safety committee member who, in turn, shall report the problem to the appropriate supervisor. If action is not taken to eliminate the perceived safety concern or if the supervisor does not agree that a safety problem exists, the safety committee member or the Union steward has the right to report the problem to the Store Director. If the Union steward or committee member is not satisfied with the response from the manager or the latter's designee, the Union steward or committee member may address the problem through the grievance and arbitration process.

#### SECTION 14.6: SEARCH OF EMPLOYEE

The Employer will not search an employee's vehicle, person, personal property or locker without express permission from the employee. No search of any kind shall be conducted without this permission except by a duly recognized agent of law enforcement and as legally permitted or required by law as part of a criminal investigation.

## ARTICLE 15: MANAGEMENT'S RIGHTS:

Except as expressly modified or restricted by the express terms of a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained by the Employer. The Employer shall have the right to establish reasonable rules pertaining to the operation of the store and permissible conduct of employees, subject to the grievance and arbitration process.

### RESERVED RIGHTS

It is agreed that the industrial relations concept of "Reserved Management Rights" is hereby incorporated into this Agreement for the purpose of reserving to the Company any and all rights with respect to decision-making which is attendant with ownership and the management of the business not otherwise clearly limited by expressed terms contained in this Agreement and intended by the parties for that exact purpose. The enumeration of Management's Rights in this Agreement shall not be deemed to exclude other rights of Management not specifically set forth. The Company, therefore, retains all rights not otherwise specifically covered by this Agreement.

### TO TRANSFER EMPLOYEES

The Company shall remain vested with full and exclusive control of the management and operation of the plant and with direction and supervision of the working forces, including its right to hire, suspend, or discharge employees for proper cause; or to transfer employees temporarily or permanently to new duties; or to relieve employees from duty because of lack of work or for other legitimate reasons; or to schedule its operations; or to extend, limit, curtail, or reschedule its operations, when in its sole discretion it may deem it advisable to do so, except as specifically set forth otherwise in this Agreement.

## ARTICLE 16: GENERAL CONTRACT PROVISIONS:

### A. CONTRACT SUPERSEDES PREVIOUS VERBAL OR WRITTEN CONTRACTS

It is the intent and purpose of the parties hereto that this contract contains the complete Agreement between the Company and the Union, supersedes and cancels all previous contracts, verbal or written, between the parties, constitutes the entire Bargaining Agreement between the parties and shall not be changed or amended during the life of the Agreement except by mutual consent in writing by both parties.

### B. PARTIES CAN ADD AMENDMENTS, INTERPRETATIONS, OR CLARIFICATIONS

It is agreed that this written contract reflects the entire agreement between the parties. However, this Article 16 will not restrict the Company and the Union by mutual agreement of adding amendments, interpretations or clarifications of this Agreement, or applying interpretations in accordance with the intent and purpose agreed upon between the Union and the Company.

### C. MODIFICATION MUST BE EXECUTED IN WRITING

Matters coming up during the life of this Agreement which concern wages, hours, or working conditions of the employees and which are not included in this Agreement may, by mutual consent, be agreed upon and executed in writing by the parties hereto and made a part thereof. No modification of this Agreement shall bind the parties unless executed in writing by the parties hereto, and made a part hereof by express reference to this Agreement, and a copy of such modification (including a letter of understanding or memorandum of agreement) is physically attached to the original (or duplicate originals) of this Agreement.

### D. CONTRACT EXPRESSES OBLIGATIONS

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral or written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

### E. NO NEGOTIATIONS DURING TERM

The parties agree that during the term of this Agreement, economic issues including fringe benefits shall not be subjects for collective bargaining negotiations between the parties.

#### **F. BARGAINING OVER WITHDRAWN PROPOSALS WAIVED**

Prior to and during negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise.

#### **G. NEGOTIATING TIME NOT PAID**

The members of the union bargaining committee will not receive pay from the Employer for time spent in negotiating a new or amended Agreement. The Employer will continue contributions on behalf of the employee(s) so that there is no interruption of benefits provided through the Employer.

## ARTICLE 17: HEALTH/DENTAL/VISION INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the health, dental, and vision benefit plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the health, dental, and vision benefit plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. Should the Employer choose to eliminate or change the health, dental, and/or vision plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

## ARTICLE 18: SHORT/LONG TERM DISABILITY INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the short and long term disability benefit plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the short and long term disability benefit plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the short and long term disability benefit plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the short and long term disability benefit plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

## ARTICLE 19: LIFE/AD&D INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the life and accidental death and dismemberment plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the life and accidental death and dismemberment plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the life and

accidental death and dismemberment plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the life and accidental death and dismemberment plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

#### ARTICLE 20: PROFIT SHARING

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the profit sharing plan that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the profit sharing plan as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the profit sharing plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the profit sharing plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

The rights and conditions for profit sharing for employees is set forth in APPENDIX A-2.

#### ARTICLE 21: 401(k)

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the 401(k) plan that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the 401(k) plan as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the 401(k) plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the 401(k) plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

The details of employee contribution and Employer match are set forth in APPENDIX A-3.

## ARTICLE 22: SEVERABILITY CLAUSE

If any part of this Agreement is held to be in violation of any federal or state law, rule, or regulation, the provision(s) held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event any provision(s) is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute provision(s) to replace the provision(s) found to be invalid. It is agreed, however, that both the Employer and the Union shall have the right to appeal any decision that a provision(s) of this Agreement violates a federal or state law, rule, or regulation.

## ARTICLE 23: NO STRIKES – NO LOCKOUTS

During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.



## ARTICLE 24: TERM OF AGREEMENT

This Agreement shall supersede all previous agreements, either oral or written. This Agreement shall become effective at 12:01 a.m. January 1, 2018 and shall continue in full force and effect until 12:00 midnight March 31, 2021. This Agreement shall automatically continue thereafter during annual periods of one (1) year each, unless either party notifies the other in writing of its desire to alter, amend, or terminate this Agreement not less than 60 days prior to the expiration of any contract year.

Signed this 19<sup>th</sup> day of November, 2018.

This Agreement shall be executed by the parties in one (1) original and three (3) duplicate original copies and shall not be executed in counterparts. Any amendments to this Agreement shall be annexed physically to this Agreement. No amendment to this Agreement shall carry forward to a new or amended Agreement unless it is specifically referenced by such new or amended Agreement as being re-adopted by the parties.

### FOR THE UNION

United Food and Commercial Workers  
Local No. 663

Name (printed) MAT UTECHT

Title PRESIDENT

Signature [Handwritten Signature]

### FOR THE EMPLOYER

Eastside Food Cooperative

Name (printed) John Lacaria

Title General Manager

Signature [Handwritten Signature]

**LETTER OF UNDERSTANDING AND AGREEMENT**  
**REGARDING ORIENTATION SESSIONS**

This letter of understanding supplements and elaborates on the orientation process contemplated by the collective bargaining agreement.

1. Orientation meetings with newly hired employees currently are held on Tuesdays. This regularly scheduled orientation session or special orientation sessions may be held at other times as determined by the Employer, which will provide forty-eight (48) hours notice of such change to the union whenever possible.
2. A representative of the Union or a shop steward will plan to attend each orientation session.
3. If no newly hired employees are scheduled to attend an orientation on the regularly scheduled day (currently Tuesdays), the Employer will notify the Union (by email or telephone) by 5:00 p.m. on the day prior to the orientation session, or earlier if possible.
4. The Union understands that not all of the information regarding an applicant may be available prior to their hiring. Accordingly, the Employer will provide such information as is available prior to the orientation and supplement that information as it becomes available.


Dated this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

*United Food and Commercial Workers  
Local No. 663*

Name (printed) MATT LITECHT

Title PRESIDENT

Signature 

**FOR THE EMPLOYER**

*Eastside Food Cooperative*

Name (printed) John Lacaria

Title General Manager

Signature 

**LETTER OF UNDERSTANDING AND AGREEMENT**  
**REGARDING DISCOUNTS AND ACCESS TO JUST DATED FOOD/FREE BINS**

- A. All active employees will receive an employee discount on all purchases at the Eastside Food Cooperative retail store. See APPENDIX A-4 for percentage of discount. Before any changes are made to the discount policy, the Employer will meet and negotiate over effects of change with the Union.
- B. The Employer will continue its practice of allowing Employees to have access to just-dated food/free bins. Employees will be expected to follow the Employer's policies regarding the selection and designation of free food items.
- C. The Union recognizes the need for conservation and elimination of waste, and agrees to cooperate with the Co-op in suggesting and practicing methods in the interest of conservation and waste elimination.

Dated this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

United Food and Commercial Workers  
Local No. 663

Name (printed) Matt UTECHT

Title PRESIDENT

Signature [Signature]

**FOR THE EMPLOYER**

Eastside Food Cooperative

Name (printed) John Laccaria

Title General Manager

Signature [Signature]

**LETTER OF UNDERSTANDING AND AGREEMENT**  
**REGARDING EMPLOYEE PARTICIPATION IN THE CO-OP**

Staff and consumer/owners have both made a considerable investment in Eastside Food Co-op and have a stake in the sustainability of the co-op. Both parties have a legitimate role in influencing the way the co-op is managed and operated.

The Employer agrees to the following:

1. Employee representative(s) of the bargaining unit members will be allowed to make one (1) annual presentation to the Board. No less than twenty (20) minutes will be allocated on the agenda for this presentation.
2. Any Employee Board member(s) will perform their duties in accordance with Eastside Food Co-op Board Policy.
3. Employees may discuss, endorse, and campaign for Board candidates.
4. Employee(s) may attend and participate in all Board meetings. Minutes from the Board meetings will be shared with employees in the same manner as with the public.

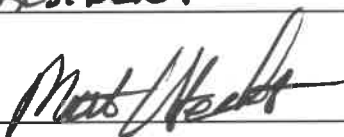
Dated this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

United Food and Commercial Workers  
Local No. 663

Name (printed) MATT USECHT

Title PRESIDENT


Signature 

**FOR THE EMPLOYER**

Eastside Food Cooperative

Name (printed) John Lacaria

Title General Manager

Signature 

**LETTER OF UNDERSTANDING AND AGREEMENT**  
**REGARDING BARGAINING UNIT WORK**

This letter of understanding sets out the understanding of the parties regarding certain work done on the premises by vendors performing certain work.

1. Suppliers, vendors, and salespersons of companies that have in the past stocked their products on the sales floor (Country Hearth, Tivoli, Tropicana, Sushi Avenue, Shamrock Ice) shall be permitted to continue to perform such work as they have done in the past. Other vendors or salespersons may perform similar work if they merely replace one of the current vendors. Additional vendors or salespersons may perform such work if it does not result in the loss of hours by any member of the bargaining unit in the relevant classification or by mutual agreement of the parties.
2. With the exception of the General Manager, Department Managers, Assistant Department Managers, and Department Supervisors/Coordinators, supervisors may not perform bargaining unit work. The Employer shall be allowed to utilize retail merchandisers for the purpose of doing resets.

Dated this 19<sup>th</sup> day of November, 2018.

**FOR THE UNION**

*United Food and Commercial Workers  
Local No. 663*

Name (printed) MATT WELCH

Title PRESIDENT


Signature 

**FOR THE EMPLOYER**

*Eastside Food Cooperative*

Name (printed) John Lacaria

Title General Manager

Signature 

## **APPENDIX A-1: WAGE**

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Cashier	Customer Service	Lead Baker	Meat/Seafood Production Specialist	Bookkeeper
Deli Counter	Deli Cook/Baker	Department Shift Leader/Lead	AP Clerk	IT Assistant
Deli Dishwasher		Receiver	Outreach Assistant	Marketing Coordinator
Deli Prep/Packer		Department Buyer		
Department Assistant		Scanning Assistant		
Meat & Seafood Service Specialist		Deposit Coordinator		
Housekeeper				
Barista/Café Staff				

	Level 1	Level 2	Level 3	Level 4	Level 5
start	11.50	12.50	14.00	16.00	17.00
after 6 months	12.00	13.00	14.25	16.25	17.25
1 year	12.50	13.50	14.50	16.50	17.50
2 years	13.00	14.00	15.00	17.00	18.00
3 years	13.50	14.50	15.50	17.50	18.50
4 years	14.00	15.00	16.00	18.00	19.00
5 years	14.50	15.50	16.50	18.50	19.50
6 years	15.00	16.00	17.00	19.00	20.00
7 years	15.50	16.50	17.50	19.50	20.50
8 years	16.00	17.00	18.00	20.00	21.00
9 years	16.50	17.50	18.50	20.50	21.50
10 years	17.00	18.00	19.00	21.00	22.00

(1) Effective January 1, 2018 employees will be placed on the wage scale based on years of service and experience. Employees will progress through the scales on their anniversary date of their date of hire.

(2) If an employee's wages are above scale, they will stay above scale and receive a \$0.50/hour raise every year of the contract.

(3) Any current employee who does not receive at least a \$0.50 raise when placed on the above wage scale shall receive a \$0.50 raise upon ratification of the contract.

(4) Employees who reach the top of the wage progression for their position will receive a \$0.30 per-hour bonus based on actual hours worked during a 12-month period beginning with their anniversary date after the first Contract Year if 1) wage rate is higher than the scale in the wage progression, 2) they would not otherwise qualify for an increase under the wage progression in Years 2 or 3 of the contract. This lump sum will be paid on the first payday after 12 months from next anniversary date if they are still employed. Here is an example:

Level 3	\$0.50 Increase upon ratification of contract and effective date of 1-1-2018	Contract Year 2 (Begins 1-1-2019)	Bonus Measurement Period Starts Anniversary Date after first Contract Year	Bonus Measurement Period Ends on Anniversary Date	Payout Date (if employed) is first payroll period after Anniversary Date	Payout Amount
DOH is 3/15/2007						
Current Wage Rate before contract \$18.50	\$19.00	No hourly increase because above pay scale  (no hourly pay raise on 3/15/2019)	3/15/2018	3/15/2019	First payroll after 3/15/2019	30¢ per hour worked during the Measurement Period (3/15/2018 - 3/14/2019)

## **APPENDIX A-2: Eastside Food Cooperative Profit Sharing Plan**

Effective July 1, 2017

### **Purpose**

Eastside Food Co-op hereby adopts the Eastside Food Cooperative Profit Sharing Plan to provide an opportunity for all eligible Employees to benefit from their contributions to the success of the Co-op. The Plan is to be maintained as a profit sharing plan in accordance with the terms and conditions of this document. The Board of Directors will take into account both the near and long term needs of the Co-op in deciding when and if profit sharing should be declared. This Profit Sharing Plan shall not be deemed to be a plan covered under the Employee Retirement Income Security Act of 1974 (ERISA).

### **Eligibility**

Employees of Eastside Food Co-op, including full-time, part-time, temporary, and substitute hourly employees and salaried employees, are eligible to participate in the Profit Sharing Plan. Both Bargaining Unit Employees and Non-Bargaining Employees are eligible. To receive a Profit Sharing Payment for a Plan Year, an Employee must complete a minimum of seven hundred (700) Hours Worked during that Plan Year and must be employed by Eastside Food Co-op on the date that the Profit Sharing Payment is distributed.

### **Profit Sharing Reserve**

If Eastside Food Co-op achieves Net Income of 2.5% or greater for a Plan Year, the Profit Sharing Reserve for the Plan Year will be an amount equal to Net Income in excess of 2.0%. The Board, in its sole discretion, may distribute some or all of the Profit Sharing Reserve as Profit Sharing Payments to eligible Employees; provided however, that no more than seventy-five percent (75%) of the Profit Sharing Reserve will be used to make Profit Sharing Payments to Bargaining Unit Employees in good standing with the Union and no more than twenty-five percent (25%) of the Profit Sharing Reserve will be used to make Profit Sharing Payments to Non-Bargaining Employees.

If Eastside Food Co-op does not achieve Net Income of at least 2.5% for a Plan Year, no Profit Sharing Payments will be made for that Plan Year. Regardless of Net Income, the Board, in its sole discretion, may decide not to provide any Profit Sharing Payments for a Plan Year.

### **Profit Sharing Payments**

If the Board of Directors decides, in its sole discretion, to award Profit Sharing Payments for a Plan Year, the Board will set a Bargaining Unit Plan Year Multiplier and Non-Bargaining Plan Year Multiplier. Each eligible Bargaining Unit Employee



will receive a Profit Sharing Payment for the Plan Year equal to the Bargaining Unit Plan Year Multiplier times his or her Hours Worked for the Plan Year. Each eligible Non-Bargaining Unit Employee will receive a Profit Sharing Payment for the Plan Year equal to the Non-Bargaining Plan Year Multiplier times his or her Hours Worked for the Plan Year.

Profit Sharing Payments, if any, will be distributed to each Eligible Employee in a single lump sum within six months after the end of the Plan Year.

Eastside Food Co-op will withhold from Profit Sharing Payments any applicable income or employment taxes or other amounts required to be withheld with respect to the Profit Sharing Payment.

#### Amendment or Termination of the Plan

The Board may amend, modify, suspend or terminate the Profit Sharing Plan, in whole or in part, at any time, subject to the terms of any applicable collective bargaining agreement. In the event of the dissolution, merger, consolidation or reorganization of the Eastside Food Co-op, the Profit Sharing Plan will automatically terminate.

#### No Right to Payment or Employment

This Profit Sharing Plan is not a contract between Eastside Food Co-op and any individual. No individual will have any claim or right to receive payments under the Profit Sharing Plan. Nothing in the Profit Sharing Plan will confer upon any Employee of Eastside Food Co-op any right to continued employment with Eastside Food Co-op or interfere in any way with the right of Eastside Food Co-op to terminate the employment of any of its Employees at any time, with or without cause, subject to any applicable collective bargaining agreement.

#### Definitions

**Bargaining Unit Employee** means an individual covered by the Collective Bargaining Agreement.

**Board** means the Board of Directors of Eastside Food Co-op.

**Collective Bargaining Agreement** means the Collective Bargaining Agreement between the Union and Eastside Food Co-op for the period from January 1, 2018 through March 31, 2021.

**Eastside Food Co-op** means Eastside Food Cooperative.

**Employee** means an individual employed by Eastside Food Co-op as a full-time, part-time, temporary, or substitute Bargaining Unit Employee, as defined in the Collective Bargaining Agreement, or as a Non-Bargaining Employee.

**Hours Worked** for an hourly-paid Employee means actual hours worked; provided, however that each overtime hour worked will be counted as 1 ½ hours. Paid time off, Community Service time, and Paid Holiday hours or other hours for which an Employee receives pay but does not perform services for Eastside Food Co-op will not be considered Hours Worked.

**Hours Worked** for an Employee paid on a salaried basis will be deemed to be eighty (80) hours for each full or partial pay period during which the Employee is employed by Eastside Food Co-op.

**Net Income** means net income determined after year-end audit adjustments before patronage dividends and income taxes for the Plan Year.

**Non-Bargaining Employee** means an employee of Eastside Food Co-op who is not covered by the Collective Bargaining Agreement.

**Plan Year** means the 12-month period from July 1 through June 30, Eastside Food Co-op's fiscal year.

**Profit Sharing Payment** means the payment, if any, made to an Employee for a Plan Year.

**Profit Sharing Plan** means the Eastside Food Cooperative Profit Sharing Plan set forth in this document, as amended from time to time.

**Union** means the United Food and Commercial Workers Union Local 663.

## APPENDIX A-3: 401(k)



### **401(k) PLAN**

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Eastside Food Co-op offers a 401(k) retirement plan through PAi investment services. You may elect to enroll in this plan on the first of the month following 90 days of employment.

#### **Your Contributions**

Upon reaching eligibility, you may enroll in this plan and defer up to \$18,500 of your compensation for 2018. If you are age 50 or older, you may defer an additional \$6,000 to your plan. Your contributions are always 100% vested. Management of your retirement funds is available at [www.pai.com](http://www.pai.com).

#### **Our Contributions for You**

After one full year of employment, Eastside Food Co-op provides a 50% matching contribution on the first 6% of pay that an employee contributes.



**PAi**

(800) 236-7400 [www.pai.com](http://www.pai.com)

This is only a summary and does not replace the 401(k) Summary Plan Description (SPD).  
Please read your SPD for complete information.

## **APPENDIX A-4: Employee Discount**

### **Co-op Discounts**

All active employees of Eastside Food Co-op receive a 15% discount on purchases made at the Co-op. Any merchandise purchased on this discount program must be for the employee's personal use or their household's use. Some items (bus passes, stamps, ownership shares, etc.) are not discountable and are not eligible for the employee discount.

### **Sharing the Discount**

Employees may request that additional household members that live at the same mailing address as the employee be given access to their employee discount by completing the *Employee Household Members & IOU Charge Authorization* form available from Human Resources. Employees may add their dependent children and up to two additional adults. Only the employee and authorized household members may provide payment for transactions where the employee discount is applied. Extending the employee discount to unauthorized people is prohibited and is considered theft. By granting access to their employee discount, employees acknowledge that the additional household members will have the ability to charge grocery items to the employee's IOU account. The employee is responsible for all purchases that are made by household members using the IOU account. It is the employee's responsibility to notify Eastside Food Co-op if these individuals are no longer eligible to receive the employee discount. Failure to notify the Co-op may result in discipline, up to and including termination of employment.

### **Employee IOU Account**

All active employees may request to have an Employee IOU charge account by completing the *IOU Limit Request Form* available from Human Resources. The employee is asked to identify the IOU limit per pay period when making the request and employees may request to make changes to their limit as needed. Eastside Food Co-op reserves the right to increase, decrease, or deny IOU limit requests. The Employee IOU account can be used to pay for purchases at the Co-op. The account balance is cleared after the end of each pay period and the amount is deducted from the employee's paycheck. If an employee did not earn sufficient funds to cover their IOU balance they may be asked to reimburse the Coop for any outstanding balance immediately. The Co-op reserves the right to decrease or remove an employee's IOU account after an incident where there are insufficient funds to cover an employee's IOU balance. Failure to reimburse the Co-op for an outstanding balance may lead to discipline, up to and including termination of employment.