

Collective Bargaining Agreement

between

United Food and Commercial Workers Union Local 663

and

Seward Community Co-op

August 21, 2020

through

August 20, 2023

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PREAMBLE

Seward Co-op, the Employer, and UFCW Local 663, the Union, view the labor relationship as being partners in the cooperative's workplace.

The Employer and the Union agree to work together in a cooperative and respectful manner. We will respect the integrity of the democratic processes that each organization holds to its core. We will work together to address workers concerns, strengthen the cooperative's operations and grow the cooperative's sales. We will work together to fulfill the Employer's long term goals, including: building greater community based wealth, developing the local food movement and local/regional economic base, increasing the effectiveness and development of the Employer's workforce and improving its ability to compensate employees, pay fair prices to suppliers, offer competitive prices and innovative services to its customers and the community. By engaging in this process, the Employer and the Union demonstrate their commitment to the community to improve the well-being of all.

This is a positive statement of intent by the Employer and the Union and is meant to be a guiding statement for all who participate in this labor relationship.

AGREEMENT

This AGREEMENT made and entered into this 21st day of August 2020 at Minneapolis, Minnesota by and between Seward Community Co-op Inc., a cooperative chartered under the State of Minnesota, hereinafter referred to as the "Employer", and the United Food and Commercial Workers, Local 663, hereinafter referred to as the "Union", as the representative of certain employees of the Co-op. 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 Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

The Employer agrees not to enter into any agreement with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions provided for in this Agreement shall not suffer by reason of signing or adoption. 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.

ARTICLE I MANAGEMENT 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.

The enumeration of Management's Rights in this Agreement shall not be deemed to exclude other rights of Management not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically limited by this Agreement.

The Employer will retain and continue to have all inherent common law rights, rights established through past practices, rights and authorities the Employer had prior to the signing of the Agreement and rights which are not specifically and expressly limited by a specific provision in this Agreement, to unilaterally manage its business regarding the direction and control of its work force. This includes but is not limited to the following:

- The determination of products to be sold or services to be rendered;
- The determination of the layout, pricing and equipment to be used in the business;
- The processes, techniques, methods and means of selling and purchasing, as well as the right to introduce new products, methods, processes, jobs or classifications; or change, delete or combine existing methods, processes, jobs or classifications;
- The determination of the size of the work force;
- The allocation and assignment of hours and work or workers;
- Determination of reasonable policies affecting the selection and training of employees and the right to hire, discharge, suspend and demote, rehire, recall, transfer, promote, and lay off employees, except as otherwise modified by this Agreement;
- The right to judge the comparative capabilities and qualifications of employees;
- The establishment of qualitative and quantitative standards and judgment of employee performance and quality of work required;
- Control and use of the property and the determination of safety, health and protection measures for the store; and
- To promote individuals to managers, or store manager.

ARTICLE II CONDITIONS OF EMPLOYMENT

SECTION 1 RECOGNITION

United Food and Commercial Workers Union Local 663 is recognized as the sole and exclusive bargaining agent for all full-time and part-time employees employed by the Employer, excluding managers, supervisors, confidential employees, and security guards as defined by the National Labor Relations Act, with respect to rates of pay, hours and all other terms and conditions of employment for employees at Seward Community Co-op, or who work in any other store or facility acquired, opened or operated by the Employer, or any of the Employer's divisions, subsidiaries or affiliates. If the Employer merges with an organization outside of the Local Union's jurisdiction the Employer agrees to meet and confer with the Local Union to discuss the effects of such merger.

SECTION 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 (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) 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 his/her 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 BARGAINING UNIT WORK

It is agreed and understood between the Union and the Employer that they have a mutual interest in protecting work opportunities for all members of the bargaining unit. It is agreed that the aggregate amount of work traditionally performed by members of the bargaining unit

shall continue to be performed by bargaining unit members.

The aggregate amount of bargaining unit work traditionally performed by members of management shall not be increased if such action would have the intentional effect of reducing the hours traditionally worked by bargaining unit members.

The Employer shall be allowed to utilize suppliers, vendors and salespeople to stock and demo products that they represent. Stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers for the purpose of doing resets. The above-referenced individuals shall be utilized in addition to, not as a replacement of, bargaining unit employees. All other products will be stocked by bargaining unit employees. The Business Unit Manager, Department Managers, Operations Manager, and supervisors may perform bargaining unit work.

Any personal shopping, in-store logistics, or other in-store work generated through e-commerce is recognized as bargaining unit work as defined by the provision of this agreement. These e-commerce employees shall be compensated per Appendix A Wages. The Employer shall cross-train e-commerce employees so that they are cross-functional.

The Employer will share e-commerce data that impacts bargaining unit members wages, hours and working conditions with the Union upon request. The Union and the Employer agree to discuss e-commerce issues in the Labor-Management Committee.

SECTION 4 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 not be revocable for a period of more than one (1) year, or beyond 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.
- B. The Employer shall adhere to the provisions in dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual window periods, irrespective of the employee's membership in the Union.

- C. The Employer will collect and forward membership application forms for new hires on behalf of the Union.
- D. Active Ballot Club (ABC) Check-off: The Employer agrees to deduct contributions to the UFCW Active Ballot Club Political Action Committee from the paychecks of all employees who sign political checkoff forms. The Employer agrees to deduct contributions from employees' 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 employees who the Union notifies the Employer in writing have revoked their checkoff authorization.

The Employer agrees to wire all contributions to the Union within 10 (ten) 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 employee.

- E. Indemnification and Hold Harmless: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article. The Union shall be held harmless by the Employer for errors committed on Union dues billings once such errors have been brought to the attention of the Union and they are offered an opportunity to cure such errors.

It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed. The Employer will hold the Union harmless from any actions in the processing of the any dues or fee deductions once they have been brought to the attention of the Employer in a timely fashion.

SECTION 5 ACCRETION

The Employer agrees that if it, or any of its divisions, subsidiaries or affiliates, hereafter acquires, opens or operates stores or facilities within the counties listed below, this Agreement will apply to such additional stores or facilities and the bargaining unit will include all employees (as defined in Article II, Section 1) working in such stores or facilities.

Counties: Cass, Crow Wing, Douglas, Stearns, Benton, Isanti, Sherburne, Wright, Anoka, Washington, Ramsey, Hennepin, Carver, Scott, Dakota, Blue Earth, Olmsted.

If the Employer merges with another cooperative, the Employer agrees to meet and confer on the merger and discuss the impact to the labor agreement.

SECTION 6 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, if the employee has supplied, the employee's name, address, home number, cell number, email, department, job classification, date of hire, social security number, birth date, wage rate, work location, hours worked, company employee ID number. 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 requested by the Union.

SECTION 7 NEWLY HIRED EMPLOYEES

Representatives of the Union shall be permitted to make a presentation of at least thirty (30) minutes, and present written materials, during a portion of the new hire orientations for which attendance is mandatory, the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with 3-weeks' notice of the dates, times, and locations of all orientation sessions and provide a list of employees including name, address, home number, cell number, email, department, job classification, date of hire, social security number, birth date, wage rate, work location, hours, and company employee ID number.

SECTION 8 UNION STEWARD/REPRESENTATIVE ATTENDANCE AT BEEHIVES AND DEPARTMENT MEETINGS

The Employer agrees that it will permit when requested a Union representative and/or Stewards to attend, make short presentations or announcements on Union Business at beehives. The Union with prior notice and by agreement may be present at department meetings and make short presentations with employees at these meetings on Union Business.

SECTION 9 NEW JOB TITLES

Any non-management, non-confidential, non-supervisory, new or amended job titles or reclassified titles related to Union-represented titles shall be automatically assigned to the bargaining unit represented by the Union. The Union will be notified within seven (7) calendar days of any such assignments.

The Employer agrees to meet within fifteen (15) days of notification to the Union to meet and bargain placement on Appendix "A" wages schedule.

ARTICLE III CLASSIFICATION OF EMPLOYEES

SECTION 1 FULL-TIME

A full-time employee shall be defined as an employee who is guaranteed to be scheduled to work 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 2 PART-TIME

A part-time employee shall be defined as an employee who is guaranteed to be scheduled to work less than sixty (60) hours, but at least thirty-two (32) hours, in a two (2) week pay period, except by mutual agreement.

This includes limited part-time employees who may request limited part-time status which will be granted by mutual agreement. Employees may designate a start and end date and return to previous status, which will be granted by mutual agreement. A limited part-time employee shall be defined as an employee who works a flexible schedule of at least one (1) shift per pay period and works less than thirty (30) hours in a pay period.

Limited part-time employees shall be entitled to the rights and privileges of the labor agreement except for benefits (e.g., health/dental/vision insurance, short/long term disability insurance, life/accidental death and dismemberment insurance, 401(k), etc.). Limited part-time employees shall be considered for regular positions before the Employer hires from outside.

A limited part-time employee shall be eligible for their rate of pay, employee discount and tab on the day worked, paid time off (per Minneapolis ordinance), accrual of community service hours, access to cull, profit sharing, employee co-op shares as detailed in this Agreement, and time and a half pay if working on a holiday. Limited part-time employees will have recourse to the grievance procedure.

There shall be a maximum of four (4) limited part-time employees at each Seward business unit. There may be more than four (4) limited part-time employees only by mutual agreement.

All requests from the Employer must be written and sent to the Union for approval. The Employer will notify the Union on a monthly basis and send a list that shall include the following info for all limited part-time 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.

SECTION 3 RATIOS OF FULL TIME TO PART TIME

The Employer shall ensure that for everyone (1) part time employee, there are two (2) full time employees to maintain sixty-six percent (66%) full time staff.

SECTION 4 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 qualified 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 pay grade if any. Employees assigned as a temporary replacement will be returned to the prior position and pay grade and schedule.

ARTICLE IV HOURS OF WORK

SECTION 1 PAY PERIOD/PAY DAY

Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees. Payday shall be Thursday.

An Employer error of three (3) hours or more in an employee's paycheck shall be paid by the next business day after notification 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.

An Employer error on employee tabs of five dollars (\$5.00) or greater will be refunded by the next business day. Employees who overspend their tab shall pay it on their next paycheck.

SECTION 2 BASIC WORK WEEK

The basic work week shall be from 12:01 a.m. on Monday through midnight on Sunday.

Employees working at least four (4) hours on both Saturday and Sunday will receive fifty cents (\$0.50) an hour for all hours worked on Sunday. Employees who limited their availability so that Saturday and Sunday are fifty (50%) percent of their work schedule shall not receive this premium.

SECTION 3 OVERTIME PAY

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

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 V SCHEDULES

SECTION 1 WORK SCHEDULES

- A. The Employer will make every effort to set up employee work schedules that are consistent from week to week. Work schedules will be posted and provided electronically two (2) weeks in advance of the first day of the pay period. All requests for time off shall be submitted two weeks prior to the schedule being posted. Any changes to the posted schedule will be by mutual agreement. Every reasonable effort will be made to limit schedule changes and any changes made to previously posted schedules will be communicated to the employees immediately. If an act of nature occurs, the Employer shall endeavor to provide alternative work shifts.
- B. Employees shall not be scheduled to work more than five (5) days in a row unless by mutual agreement.
- C. 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.

- D. Employees shall be scheduled to have no less than eleven (11) hours off between shifts, unless agreed to by mutual agreement.
- E. Consecutive closing and opening shifts, with fewer than eleven (11) hours between, should first be filled through volunteers. If there are not sufficient volunteers, the Employer may assign in reverse seniority order.
- F. The Employer will make every effort 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 2 TIME RECORDS

The Employer shall operate time clocks on its premises for all employees covered by this agreement. The Employer shall also retain all time records as mandated by Federal, State or Local law.

SECTION 3 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, unless a shorter call in is mutually agreed to.

SECTION 4 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 5 BREAKS

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

B. Paid Breaks: Employees will be provided with paid breaks during their shift if the employee is scheduled for at least three (3) hours. During this time, employees will be relieved from all work responsibilities. Employees will receive a five (5) minute paid break for every one (1) hour worked. Paid breaks may be broken up into multiple breaks (example: 1 – 30 min., 2 – 15 min., 3 – 10 min.).

C. Breaks for Nursing Parents: The Employer will provide a private secure location (not a toilet stall) and reasonable break time as frequently as needed each day 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 break periods will be allowed. Employees will not be discriminated against or retaliated against for exercising their rights as nursing parents. Employees will give notice to the Employer of the need to express milk.

D. Upon request, the Employer will make reasonable efforts to allow employees to take up to fifteen (15) minutes of unpaid time. Employees will give reasonable prior notice and will be allowed to take this time upon mutual agreement with Employer.

ARTICLE VI WAGE RATES

SECTION 1 WAGE RATES

The minimum hourly rates of pay and salaries for the classifications covered by this Agreement are set forth in APPENDIX "A" SCHEDULE WAGES.

SECTION 2 PAST EXPERIENCE

An employee who is transferred from another location owned by the Employer or who is rehired by the Employer shall receive full credit for each full year of past experience.

Employees' past experience will be recognized if re-employed by the same Employer or retained by a successor Employer within three (3) years.

New employees may receive credit for each full year of past experience only when such experience is relevant to the job, listed on the job application for employment or brought forward by the employee within thirty (30) days of the employment offer, and relates to the Seward job description and duties.

SECTION 3 PAY FOR ADDITIONAL RESPONSIBILITIES

- A. Employees who are assigned to and agree to perform duties requiring working at a higher level will receive the same YOS & Level they are currently at for the higher classification for the entire assigned shift.
- B. Training/Shadowing—Employees assigned to training/shadowing for new employees by the employer shall be paid seventy-five cents (\$0.75) premium per hour for time spent training/shadowing.
- C. Interpretation – Employees who are fluent in English and another language (defined as Amharic, Oromo, Spanish, Somali ALS or Hmong) to provide improved customer service shall receive one (1) years' service credit on the wage progression only. Employees have the option to opt out of doing interpretation and will notify the employer. However, if this credit is given to the employee, the employee shall perform interpretation duties. The Labor Management committee shall determine the method to determine if the employee is fluent and if additional languages may get this service credit. This service credit shall not be retroactive before the ratification date of this agreement.

This agreement recognizes employees who are fluent in English and another language (Amharic, Oromo, Spanish, Somali, Hmong and ASL) to provide improved customer service by receiving one year's service credit on the wage progression only. This service credit may be paid to employees who self identify and who are primarily (or are readily available to) assist customers on the sales floors of Seward locations. Employee interpreters are not expected to be experts on all aspects of Seward Co-op, however, their role will be to support excellent customer service and assist staff and customers in communicating. Employee interpreters will not be expected to interpret for department meetings, check-ins with managers or disciplinary meetings. Employees can opt out of interpreting by notifying their manager. However, if the credit is given to the employee, the employee shall perform interpretation duties. If an employee requests and receives the credit, and then determines they do not wish to participate, the credit will be rescinded and their pay rate reduced.

Expectations of Interpreters:

- Provide interpretation in person, over the phone and/or in writing.
- Assistance with explaining Co-op ownership and assisting in new owner sign-up
- Welcoming and thanking customers in line with Seward Co-op's customer service commitment
- Assist with responding to questions that arise at points of sale
- Assist with discussing and locating products, menus and services Seward Co-op offers
- Assist with answering questions about employment

- Assistance with filling out forms
- Locating appropriate person(s) who can answer specific questions
- Assist co-workers and customers with other communication needs

How to Request Interpreting Credit: Employees who believe they should be included in the pool of interpreters should make a request through their supervisor to receive approval. Department Managers will bring requests forward to their Business Unit Manager for approval. Business Unit Managers will forward approved requests to the HR Manager for final approval. If approved, the credit will be applied once a new employee has completed their 30-day probation period. If an approved employee is above the pay scale designated by this Agreement they will receive a \$0.50 pay increase.

Failure to Meet Expectations: If an employee requests and is granted approval for the interpreting credit, but fails to show fluency in customer interactions or refuses to interpret when requested, the employee may be subject to loss of the interpreting credit. Management reserves the right to test employees to determine fluency. An employee who is denied the credit can request testing to determine fluency.

ARTICLE VII OTHER WORKING CONDITIONS

SECTION 1 MEETINGS

When an employee is required to attend a meeting by the Employer, this time shall be considered as scheduled time worked. The Employer will make reasonable effort to schedule meetings with employees on days they are scheduled to work.

SECTION 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: The Employer shall provide \$50 reimbursement annually for work shoes. Funds are available to employees August 20 of each calendar year. Employees shall be allowed to accrue up to a total of \$150 over a 3 year period.

To receive reimbursement employees should follow these steps:

1. Find a shoe or work boot that fits the attributes below
2. Purchase the shoe/boot
3. Turn in receipt for reimbursement.
4. Reimbursement should be requested to HR by the second Friday of the pay period to be on the following week's paycheck

Attributes - Shoes must have one (1) of the following attributes to be considered a work shoe:

- Non-slip or slip resistant
- Puncture proof
- Steel toe/reinforced toe
- Waterproof/water resistant

Work Shoe Request for Reimbursement for Shoes that do not Meet Attributes

To request reimbursement for shoes that do not fit the attributes employees should follow these steps:

1. Employee should seek pre-approval for footwear that do not fit defined attributes
2. Employee should talk to their departmental manager/supervisor regarding shoes and the reason they will be beneficial to employee's workplace safety
3. The departmental manager/supervisor will work with the Business Unit Manager and Operations Manager to review requests
4. Departmental manager will communicate the decision to approve or deny request for reimbursement

- 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 and in compliance with State health codes.

SECTION 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 during scheduled work shifts, such travel time will be considered as scheduled work time and, in addition to wages, the employee shall be paid mileage in accordance with the rate specified by the IRS. The employee shall present proof of a valid driver's licenses and insurance when requested by the Employer.

SECTION 4 DISCOUNTS AND ACCESS TO CULLED FOOD

- A. Full-time and Part-time employees plus one (1) employee designated individual will receive a 15% employee discount on all purchases at Seward Community Coop locations. An additional discount of 10% (25% total) shall be given on personal care and supplements wellness items. Employees will receive an additional 10% (25% total) employee discount on all prepared foods purchased at the Creamery.
- B. Full-time and part-time employees with at least twenty (20) years of service will receive lifetime employee discounts.
- C. Employees will have access to culled food at all locations, regardless of whether or not they are on shift. Equitable distribution of cull shall be outlined in a letter of understanding.

SECTION 5 INTERNS AND STAGES

Interns and stages shall receive the on-shift discount and access to cull.

Interns shall receive preferential hire upon successful completion of their internship and their hours worked as interns shall be credited as past experience and for automatic shares.

SECTION 6 EMPLOYEE EDUCATION

- A. The Employer will provide all employees with training and will provide the Union with a list of the trainings upon request. As soon as employees reach the required number of hours worked to qualify for benefits, employees will be enrolled in benefits training and given adequate time to complete paperwork to enroll. Such training will be treated as scheduled work time and conducted on paid work time. Employees attending such training shall be paid mileage in accordance with the rate specified by the travel provision of this agreement or reimbursed for other means of transportation and paid for transit time between business unit and scheduled training site. Trainings will be scheduled and posted at least two (2) weeks in advance. Training will be provided at the business locations for new employees and current employees who have not previously received the training.
- B. The Employer will provide and/or reimburse employees for classes and expenses that pertain to the operations of the Employer and have been approved in advance.

The Employer will make every effort to support and accommodate requests by employees for these professional development opportunities.

- C. The Employer will work to ensure that all employees receive sufficient training. Employees wishing to be trained in other areas of Seward Community Co-op will receive such "cross training" only by mutual agreement. A request for cross training will not be unreasonably denied.

SECTION 7 EMPLOYEE CO-OP SHARES

Employees will automatically be given paperwork for seventy-five dollar (\$75) Class A shares after one thousand (1,000) hours of employment so that employees become owners and can participate fully at Seward Community Co-op, which includes discussing, endorsing, and campaigning for Board of Directors. Workers will be allowed to sell their shares if they choose, with Board of Directors approval.

SECTION 8 PERSONAL CALLS AND MESSAGES

The Employer recognizes that employees may occasionally need to place or receive personal phone calls and/or other communications during the course of the workday and should not interfere with an employee's ability to effectively perform in their position, or interrupt the work performed by co-workers. The policy applies equally to personal cell phones.

Employees shall be paid for reasonable time spent checking and replying to co-op emails and communications. Proof of time spent shall be supplied upon request.

SECTION 9 MUSIC AND HEADPHONES

Employees shall be allowed to play radios in common areas with mutually agreed upon music of choice in non-customer service areas when safety is not compromised. If employees cannot come to mutual agreement then the playing of music is prohibited in common areas, but employees may use their headphones when safety is not at issue.

SECTION 10 NON-DISCRIMINATION, ACCOMMODATION FOR PRAYER.

Discrimination is the result of a history of classes of people that have been historically marginalized.

The Employer and the Union agree that it will not discriminate against or treat any worker differently because of Union membership, support or activity or non-membership, support or activity; race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or criminal record.

The Employer agrees to hiring and employment practices that promote equity and shall continue to maintain and grow the co-op's diversity initiatives. The Union will work co-operatively with the employer to help recruit and retain a diverse staff.

Accommodation for prayer: The Employer shall allow employees adequate time and quiet space for prayer.

SECTION 11 TRANSGENDER WORKERS

If any employee is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request:

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), if the employee so desires the transition be known;
- creating safe work areas for the worker;
- designating all single person restrooms as gender neutral;
- notifying all workers that transgender workers may use the restrooms and changing rooms designated for the gender they identify with;
- providing menstrual products in all restrooms;
- requiring 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; and
- if either the Union or the Employer considers it advisable, developing a training for co-workers and managers, including the schedule for and frequency of the training.

B. Employees who repeatedly violate the policy shall be subject to discipline, up to and

including, discharge from employment.

- C. The Employer will change all non-legal and non-financial records so that all records use the names transgender employees choose and the pronouns they identify with, unless the employee requests the Company refrain from doing so. The Employer will also update any photographs, including identification badges and on the Human Resources Portal (for example: Bamboo), unless the employee requests otherwise except for legal and financial documents. Employees have a duty to inform the Employer of such preferences. The Employer will use the employees' preferred name unless otherwise legally required.

Any names and pronouns visible to all employees will be employee's preferred names and pronouns. Employees have a duty to inform the employer of such preferences.

The Employer has a commitment to use the preferred names and pronouns for all employees, unless the employee requests the Employer refrain from doing so. The Employer will make all reasonable efforts to use preferred names and pronouns in all public facing mediums, including on name tags and the Employee window.

- D. The Employer and the Union will also administer a jointly-agreed on training for managers, supervisors and workers. The protection extended to employees who are or may be transgender does not diminish the rights of other current or future protected classes.

SECTION 12 DOMESTIC PARTNER

- A. Wherever this Agreement refers to an employee's "family," "spouse," "husband," "wife," or "dependent," including all provisions concerning leave or health and welfare benefits, these words will include domestic partners. For the purpose of leave or health and welfare benefits, 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; and
- Responsible for each other's common welfare.
- Only one (1) domestic partner will be recognized for benefit purposes.

- B. Change in Domestic Partnership: it is agreed that an employee shall notify the

Employer if there is any change in their domestic partnership status that would make the domestic partner no longer qualified for benefits within thirty-one (31) days of any change. Any future Domestic Partnerships will not be recognized until the first of the month following notice to the Employer.

SECTION 13 RESPECT AND DIGNITY IN THE WORKPLACE

- A. The Employer and the Union agree that workers are the most valuable resource. The Employer and the Union therefore agree that when dealing with workers, managers and supervisors, all will use all reasonable efforts to consciously regard and respect workers' feelings and self-esteem.
- B. The Employer and the Union agree that they will not permit harassment in the workplace. Harassment means unwelcome, unwanted or uninvited behavior, comments or conduct that demeans, threatens, or offends an employee resulting in a hostile environment for the employee. 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. The Employer and the Union will conduct investigations of all complaints.
- C. The Employer agrees that it will intervene in and investigate all reports of inappropriate customer behavior directed to employees.

If an employee experiences an interaction with a customer which the employee deems to be abusive in nature, the employee shall seek out the designated point person for assistance. The Employer shall investigate and address the situation accordingly.

The Employer shall take proactive steps to discourage improper customer behavior whenever such behavior is reported. These steps may include issuing a "No Trespass" for customers who have engaged in behavior that is deemed inappropriate. Issuing a "No Trespass" bans a customer from co-op property. The Employer will take appropriate steps to notify employees and management of action taken.

SECTION 14 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, skills, and availability to perform the duties required by the position for which they are applying. The Employer will not 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. The Employer will give weight to diversity and inclusion in recruitment.

SECTION 15 JOB DESCRIPTIONS

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

ARTICLE VIII SENIORITY

SECTION 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.

An employee's last date of hire within the bargaining unit by classification 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 (2) or more employees starting active employment in a classification on the same day their seniority ranking will be determined by lot.

Service breaks in seniority shall not bridge seniority. Employees on approved leave will maintain their seniority.

SECTION 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 will have a right to request extension of a new employee's probation period with written notice to the employee and the Union and will be considered on a case by case basis.

SECTION 3 LAYOFF AND RECALL

Lay off will be by reverse seniority within classification, with the least senior being the first one to be laid off. Employees on layoff will be recalled by seniority with the most senior being recalled first as long as the remaining employees have the skills and abilities to perform the remaining work.

Employees with five (5) or more years of continuous service will be eligible for one (1) week's average pay, with a maximum of forty (40) hours, for each completed year of continuous service. Maximum severance pay shall be six (6) week's pay to be paid on the employee's regularly scheduled payday.

SECTION 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 XII of this Agreement within the time limits contained therein;
- 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; and
- E. The employee is a no call/no show for three (3) consecutive scheduled work shifts and it was within the control of the employee to notify the Employer.
- F. An employee that is appointed to a position outside of the bargaining unit shall maintain their bargaining unit seniority for up to six (6) months. After which, if they do not return to the bargaining unit, their seniority and the rights associated with it shall be ended.

SECTION 5 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 once every three (3) months.

SECTION 6 SENIORITY

Employees on approved leave will maintain their seniority.

ARTICLE IX PAID TIME OFF

SECTION 1 PAID TIME OFF (PTO) SCHEDULING

- A. A PTO request schedule shall be posted by January 5 and vacations shall be selected on the basis of seniority within the employee's classification by February 1 of each year for the period from March 1 through the following February 28/29. Requests for PTO must be submitted in electronically. The approved vacation schedule shall be posted by March 1 of each year. PTO requested after February 1 will be granted on a first come basis as outlined below. Operational needs such as opening a new business unit shall allow the Employer to impose limitations on vacation request.
- B. Employees shall be allowed to take their PTO in hourly increments.
- C. Requests to use PTO must be made no later than fourteen (14) days prior to the posting of the schedule for the period when the PTO is used, unless mutually agreed upon.
- D. PTO requests will be granted as mutually agreed to by the Employer and an employee. PTO requests will not be unreasonably denied, and the decision as to whether or not to grant a PTO request will be based on business needs.
- E. The Employer will respond to PTO requests within seven (7) calendar days unless the department head or individual responsible for the 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 3 HOLIDAYS AND PAID TIME OFF

- A. Employees working on any of the following holidays are eligible for time and a half holiday pay: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Eve. Within ninety (90) days of ratification, bargaining unit employees will vote on the five (5) holidays to be recognized for the term of this agreement. These holidays will be staffed with volunteers first. If there are insufficient volunteers, the Employer will schedule the required number of employees by rotation. In the event there are more employee volunteers than are needed, the work will be assigned by seniority rotation in classification.
- B. The Co-op shall be closed on Christmas Day.
- C. When administration offices are closed, hourly employees who are assigned in positions that perform essential functions shall be allowed to work their normal hours and shall not be required to use paid time off to maintain status. Employees who choose not to work on these days shall be allowed to use paid time off.
- D. Employees shall accrue paid time off and sick and safe time based on hours worked.

To comply with the Minneapolis Safe and Sick Time Ordinance and to ensure clear communication with employees, the Union and the Employer agree to create a separate Sick and Safe time accrual from the current employees' PTO allotment. Minneapolis ordinance mandates up to 48 hours of paid sick and safe time for employees annually. Sick and Safe Time is defined as unplanned absence with proper notice. Sick and Safe Time accrues based on hours worked. When an employee exhausts their Sick and Safe Time, they may be subject to disciplinary action per the excessive absenteeism chart in the attendance policy. All accruals in the examples below are based on hours worked.

SST Accrual	PTO Accrual	Total	Accrual Rate
Yrs 1,2	6 days/48 hrs max	12 days/96 hrs max	18 days
Yrs 3,4	6 days/48 hrs max	17 days/136 hrs max	23 days
Yrs 5, 6, 7	6 days/48 hrs max	22 days/176 hrs max	28 days
Yrs 8+	6 days/48 hrs max	27 days/216 hrs max	33 days

Implementation: On January 4, 2021 all employees will begin to accrue Sick and Safe Time pay at the rate of .02307 hours for every hour worked. Employees will accrue six days of Sick and Safe Time per year. Sick and Safe Time pay will cap at 80 hours. Once an employee reaches 80 hours of accrued Sick and Safe time, their excess accrued Sick and Safe Time pay will be transferred to their PTO accrual. All paid time off will be carried over year to year with a cap of 320 hours. Sick and Safe Time will be paid out at the end of employment.

Employees can use PTO for Sick and Safe time if their accrual is exhausted, however, those shifts may count toward excessive absenteeism. No Employee will lose existing PTO by the

separation of Sick and Safe Time from PTO.

Following 90 calendar days of employment, Sick and Safe Time may be used for the following authorized purposes:

- Diagnosis, treatment, recuperation, or preventative care for a medical or mental health condition, illness, or injury;
- Legal action, counseling or other services for domestic abuse, sexual assault, or stalking; or
- Care of a covered family member who is sick (or needs diagnosis, treatment, or preventative care), or during emergency closure of their school or place of care (including for inclement weather)
- Scheduled work shift cancelled due to public health emergency by order of a public official
- Covered family members include immediate family and/or a member of the employee's household.

Employees may donate accrued PTO time to other employees via the PTO pool.

In recognition of dedicated service to Seward Community Co-op, employees who reach major milestones in employment will receive one week of paid time off upon their 10th, 15th, 20th, 25th and 30th years of continuous employment. Bonus weeks cannot be cashed in and should be redeemed within one (1) year of these anniversaries. Bonus weeks will be based on average hours for the previous years.

SECTION 4 PAID TIME OFF PAY OUT

Employees who have at least eighty (80) hours of paid time off may request a pay out of paid time off under the following conditions:

- Request for pay out of paid time off may be made annually.
- Employees may ask to cash out up to forty (40) hours of accrued paid time.
- Employees who have completed probation will be paid out all accrued and unused paid time off upon termination, lay off, or resignation.

SECTION 5 COMMUNITY SERVICE PROGRAM

Employees will be paid community service hours based on the hours worked at a not for profit or public service organization that maintains political and religious neutrality. Community service hours will accrue at a rate of 0.0144 hours for every hour worked. An employee can use up to thirty (30) community service hours per calendar year, with a maximum accrued balance of twenty (20) hours.

ARTICLE X DISCHARGE AND DISCIPLINE/JUST CAUSE

SECTION 1

Employees will not be disciplined without just cause, and discipline will be addressed in a respectful manner. Discussion of employee misconduct and behavior will be conducted off the sales floor. Only the employee, their supervisor, the Human Resources Manager, the Union Representative and/or Union Steward will be present, unless the conduct and behavior are of such a nature that additional members of Management or staff are needed. This provision does not prohibit the Employer from suspending or removing an employee from the work place at any time.

The Union and the Employer agree that discipline will be progressive in nature. Willful, deliberate, or gross misconduct is not subject to progressive discipline. It is acknowledged and agreed that the Employer may be confronted by some actions and behaviors that are of such a degree or nature that they are not subject to progressive treatment. It is agreed that gross misconduct, serious misconduct or behavior may require an employee to be removed from the Employer's work force/workplace at once.

For purposes of this Agreement, willful, deliberate, and gross misconduct shall include:

- Violation of employee discount policy, including allowing unauthorized persons to use discount
- Possession of weapons (gun, pocket knife blade longer than three inches, Taser), explosives or other dangerous implements on co-op property or at co-op sponsored event
- Sale, offering or use of alcohol and illegal or otherwise controlled substances in the workplace
- Intentional theft, including product theft, misrepresentation of time worked, punching in or out for another employee, violating employee tab policy
- Job abandonment (no call no show for three consecutive shifts) / failure to return from approved leave of absence
- Violence, threat of violence or assault, including sexual assault

- Intentional sabotage or destruction of Employer property

SECTION 2 NOTICE OF DISCIPLINE

Discipline and counseling shall be progressive and issued in a timely manner. The Employer shall make every effort to do so within three (3) business days of the incident that incurred the discipline or counseling. If a meeting is scheduled to discuss or investigate the need for discipline or counseling with the employee(s), the Employer will notify the employee(s) as to the nature of the discipline or counseling. This notice shall be issued in writing at the same time they are notified about the meeting.

Willful, deliberate or gross misconduct is not subject to progressive discipline. The Employer shall make every effort to do so within three (3) business days of knowledge of the incident that incurred the discipline. If a meeting is scheduled to investigate misconduct or work rule violations or to discuss or issue discipline with the employee(s), the Employer will notify the employee(s) as to the nature of the discipline. This notice shall be issued in writing at the same time they are notified about the meeting.

The Employer shall notify the Union concurrently with the notification to the employee of any disciplinary action involving suspension level or more serious action. Such notice shall include:

- A copy of this article including the provision that provides for a resolution of any dispute through the grievance procedure.
- The disciplinary action.
- A statement of the act(s) or infraction(s) upon which the disciplinary action is based.
- Where applicable, a statement of the rules, regulations or statutes which the bargaining unit member is alleged to have violated.

SECTION 3 PERSONNEL FILES

If requested, employees shall be given copies of their personnel files in either paper or electronic form.

The employee may also authorize the Union Representative to access their personnel file. Terminated employees (and their Union Representative) shall have similar access rights.

If they chose, employees may be allowed to discuss and include their own written accounts

and rebuttal to all Employer generated documents in employees' personnel files.

Discipline will be considered of no force or effect after the thirty (30) day critical period and following the six (6) month extended period, except in cases of gross misconduct.

Peer reviews will be eliminated.

ARTICLE XI GRIEVANCE, MEDIATION AND ARBITRATION

SECTION 1 GRIEVANCE

- A. A grievance shall be defined as any dispute or violation of the terms and conditions of the agreement regarding the interpretation, application, or administration of any of the provisions of the agreement. All grievances shall be filed within thirty (30) days of the employee having knowledge of the dispute or violation or reasonably should have had knowledge.

Grievances that affect the Union, or more than one employee, may be filed in writing with the Employer by the Union within thirty (30) calendar days after the Union has knowledge of the occurrence giving rise to the grievance.

- B. Step 1- When a grievance arises, the employee may choose to first attempt 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.
- C. Step 2- If the grievance cannot be resolved at step 1 above then a representative of the Employer and a representative of the Union shall meet, within seven (7) calendar days (or later by mutual agreement), an attempt to reach a settlement of the controversy, dispute or disagreement. If it remains unsettled, then the matter shall be reduced in writing by the Union within seven (7) days.
- D. In the case of wage discrepancies, the Employer agrees to submit upon request to the Union upon request from the Union any and all wage data concerning same.
- E. 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 by the employee.

F. Any dispute over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled, shall be submitted to arbitration by the Union. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, D, and E above.

G. If it is mutually agreed, the above time limits may be waived.

H. It is agreed that nothing herein contained shall in any way prohibit the Employer from disciplining or discharging any employee, providing the Employer has established just cause.

SECTION 2 MEDIATION

Any discharge or dispute that cannot be resolved under the provisions of Section 1 may be referred by mutual agreement to the Minnesota Bureau of Mediation Services (BMS) 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 1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

SECTION 3 ARBITRATION

A. If a dispute or discharge is not resolved, the Union 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 the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit 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. Either party may reject one such panel in its entirety.

B. The arbitrator shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision within ninety (90) days of the hearing.

- C. The expenses of arbitration, the cost of a transcript and the arbitrator's fee, shall be borne equally by the Employer and the Union. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose behalf witnesses are called or the evidence is introduced. If any employees are involved in the grievance or arbitration hearing they shall give the Employer reasonable notice and the Employer will make every effort to accommodate the employee to attend such hearings. The Employer shall not be required to pay employees for time taken off for activities, such as investigation of grievances, grievance handling, preparation and involvement in arbitration, contract negotiations, Union meetings, or other Union activities.

The arbitrator shall have no right to modify, add to, subtract from, change or ignore the provisions of this Agreement. The arbitrator shall act in a judicial and not a legislative capacity basing his or her design solely on the Agreement. The arbitrator's decision and award shall be final and binding and shall be based solely upon his or her interpretation of the meaning of application of the terms of this Agreement to the facts of the grievance presented.

- D. The decision of the arbitrator shall be final and binding upon all parties to the dispute. There shall be no recourse to any other method of settlement, unless the Employer or the Union 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.

It is agreed that nothing herein contained shall in any way prohibit the Employer from discharging any employee, providing it is for just cause.

ARTICLE XII LEAVES OF ABSENCE

SECTION 1 ACCIDENT, INJURY, PREGNANCY, OR SICKNESS LEAVE OF ABSENCE

In case of accident, injury, pregnancy or sickness which are not work related and which renders an employee, who has completed their probationary period, unable to work, an automatic leave of absence shall be granted for the period of time that the employee is medically certified by a health care provider unable to work up to a period of six (6) months renewable for an addition six (6) months with medical certification. Such leave will run concurrently with Family and Medical Leave Act and/or Minnesota Parental Leave Act leave.

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.

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.

The employee shall have the option to continue certain benefits at their expense pursuant to COBRA.

In case of injury on the job, the employee shall be paid for the full scheduled day on the date of the injury, providing the employee seeks medical attention and a health care provider verifies that the employee was unable to return to work.

The Employer will assume costs for medical care for all work-related injuries.

SECTION 2 UNPAID PERSONAL LEAVE OF ABSENCE

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.

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 in writing 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 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. An unpaid leave can be mutually agreed to be more than six (6) months on a case by case basis.
- 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.
- 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.
- 9) The Employer will consider Farm Leave as an unpaid leave of absence and covered under this language in this Agreement.

SECTION 3 BEREAVEMENT LEAVE

- A. After completing the probationary period all employees shall be entitled to a maximum of three consecutive days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the service of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, child(ren), step-child(ren), siblings, step siblings, mother-in-law, father-in-law, grandchild(ren) or grandparent(s). In addition, this benefit shall be extended to the employee's spouse or partner's immediate family. In the event of the death of a child, spouse, or domestic partner, the employee shall be entitled to a maximum of 5 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.
- C. 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.

- D. 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 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 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 fourteen (14) days. The intent of this provision is to pay the employee for lost wages and make the employee whole for jury service.

SECTION 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 6 FAMILY AND MEDICAL LEAVE ACT (FMLA) OR STATE OR LOCAL FAMILY AND MEDICAL LEAVE

The Employer agrees that when it has notice of information indicating that employees may be eligible for FMLA or state or local family and medical leave, the Employer will advise all such employees of their possible eligibility and all requirements they must comply with in order to use such leave. The Employer's failure to fully advise employees of their possible eligibility or the requirements for such leave will be construed against the Employer in disputes over the use of such leave.

The Employer agrees that an employee may use twelve (12) work weeks of FMLA leave over a twelve (12) month period commencing when the employee first begins FMLA leave.

Employees who take FMLA leave or state or local family and medical leave based on the Employer's designation that the employee is eligible for such leave qualifies for all protections afforded by the law the Employer designates even if that designation turns out to be erroneous.

Employees will use PTO concurrently with FMLA but will be allowed to maintain a balance of at least twenty (20) hours if they choose. If mutually agreed upon, employees may be allowed to maintain a larger PTO balance.

SECTION 7 SCHOOL CONFERENCE AND ACTIVITY LEAVE

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 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 total amount of time shall be limited to one (1) week and employees shall be required to produce documentation to the Human Resources and Operational Managers. Situations that require more than one (1) week away from the Co-op will be considered on a case by case basis with consideration to the operational needs and will not be unreasonably be denied.

SECTION 9 VOTING AND ELECTION LEAVE

- A. 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.
- B. The employee must notify their manager two (2) days in advance if that employee intends to take a reasonable amount of time off work to vote during regularly scheduled work hours. The Employer will make every effort to accommodate.
- C. 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 the employee as an election judge to Human Resource.

SECTION 10 S.P.U.R. (Special Project Union Representative) LEAVE

The Employer agrees that it will provide a leave of absence 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 programs as provided by the Agreement during this leave of absence.

SECTION 11 UNION VOLUNTEERS

The Employer shall allow no less than four (4) employees from the Co-op to participate in the Union's Volunteer Organizing Committee (VOC). Time off shall be requested by the Union to the Employer's Human Resources Manager or Operational Manager Two (2) weeks in the advance of the schedule being posted. Such time off shall enable them to participate in Union activities with no loss of hours based on the employee's availability

SECTION 12 UNPAID TIME OFF

Employees who have exhausted their Paid Time Off benefits will be allowed to request time off without pay upon mutual agreement. Such requests shall be submitted to the Business Unit Manager and will not be unreasonably denied. Such requests shall not be longer than fourteen (14) calendar days.

ARTICLE XIII UNION-EMPLOYER COOPERATION

SECTION 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. Shop stewards will be allowed to perform Union duties as long as they do not interfere with the efficient operation of the Employer's business.

SECTION 2 UNION VISITATION

The duly authorized representative(s) of the Union shall be permitted access to the Co-op, including all back rooms, break areas, kitchen and production areas, provided the conduct of the representative(s) does not interfere with the efficient operation of the Employer's business.

The Employer agrees that Union representatives or stewards may take employees off of the sales floor to discuss the benefits of this Agreement, Union membership or any other matter related to the employee's employment for a reasonable period of time not to exceed ten (10) minutes. Union representatives and stewards will not interrupt employees who are serving customers or interfere with the efficient operation of the Employer's business.

When requested, the Employer will make available to the Union reasonable meeting space to meet with employees, discuss grievances, and conduct other Union business.

SECTION 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. Every attempt shall be made to schedule meetings for times when employees are on shift. If meetings are scheduled on an employees' day off, the meeting shall be considered time worked. This language does not preclude the use of the normal grievance procedure.

SECTION 4 POSITIVE COMMUNICATION

The Employer and Union agree to provide positive communications about the Employer and Union and Union representation.

SECTION 5 BULLETIN BOARD, UNION INSIGNIA, and "UNION LABEL"

- A. A space will be provided on a designated bulletin board where official Union notices may be posted.
- B. Employees may wear Union insignia while at work.
- 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 6 COMMUNICATION SYSTEMS

The Union may make reasonable request to use the Employer's interoffice mail, email and any other Employer communications systems and tools to communicate with members of the bargaining unit. For email, and any other Employer communications systems, the Union will be provided a secure address where it can post information for members about the workplace and Union activity. The Union may include news and updates in the Scoop and Sprout newsletters, upon review by Employer.

SECTION 7 NATIVE LANGUAGE

Employees shall be allowed to speak in their native language at work. When English is not an employee's fluent language, the Employer will make every reasonable effort to:

- provide interpreters to ensure communications that are integral to employment are delivered in the employees' native language; and
- provide interpreters for employees at all scheduled employer meetings.

SECTION 8 EMPLOYEE HEALTH AND SAFETY

A safety committee composed of one (1) Union steward and one (1) employee from each area of the business unit's selected by the Union and one (1) 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 Business Unit Manager. 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.

Employees shall be allowed to provide customer education and suggestions for ensuring employees' health and safety (for example: asking customers to leave water refills in the cart).

SECTION 9 SEARCH AND SURVEILLANCE OF EMPLOYEE

The Employer will not search an employee's property without reasonable suspicion. There shall be no surveillance of staff unless it is part of an investigation.

SECTION 10 MANAGEMENT TRAINING

The Employer shall provide training for all managers on employees' rights and the provisions under this collective bargaining agreement and all pertinent municipal, state and federal laws that apply to workers.

ARTICLE XIV HEALTH/DENTAL/VISION INSURANCE

The employer will maintain the current insurance plans and eligible requirements during the term of the agreement.

ARTICLE XV SHORT/LONG TERM DISABILITY INSURANCE

The employer will maintain the current insurance plans and eligible requirements during the term of the agreement.

ARTICLE XVI LIFE/AD&D INSURANCE

The employer will maintain the current insurance plans and eligible requirements during the term of the agreement.

ARTICLE XVII GAIN SHARING

Employees who have completed all required trainings and completed one thousand (1,000) hours of employment are eligible for gain sharing during the term of the agreement

ARTICLE XVIII 401(k)

The employer shall maintain the current plan and eligibility requirements during the term of the agreement. The Employer will encourage all bargaining unit members to participate in the current 401(k) program which requires an employee contribution. The employer will match contributions up to a 4% maximum matching amount under the current plan.

ARTICLE XIX WAIVER AND ENTIRE AGREEMENT

A. This Agreement contains all of the terms of agreement between the parties hereto. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Co-op and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement or any other subject not specifically referred to or covered in this Agreement even though such subject may not have been within the knowledge or contemplation by either or both of the parties at the time that they negotiated or signed this Agreement.

C. There shall be no verbal agreements during the life of this Agreement and any prior verbal agreements are herewith considered null and void and no longer in effect.

D. 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 XX 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 XXI 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.

The Union will, immediately upon being notified by the Employer of such action as defined above, advise the Employer in writing that such action is neither sanctioned by nor has the support of the local Union. The Employer may discharge any bargaining unit employee for taking part in a strike, slowdown, concerted stoppage of work and/or picketing which is unauthorized by the Union.

ARTICLE XXII TERM OF AGREEMENT

This Agreement shall supersede all previous agreements, either oral or written, and shall be in effect as of August 21, 2020 and continue in full force and effect through August 20, 2023 and thereafter unless a written notice to be given by either party sixty (60) days prior to August 19, 2020 or the annual anniversary of the Agreement, provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of ratification.

Signed this 18th day of January, 2021.

FOR THE UNION

United Food and Commercial Workers
Local No. 663

Name (printed) Reha Wong

Title Organizing director

Signature 

FOR THE EMPLOYER

Seward Community Co-op

Name (printed) Sean Doyle

Title General Manager

Signature 

APPENDIX "A" WAGES

\$15 NOW: August 2020 - July 2021						\$15 NOW: July 2021 - July 2022						\$15 NOW: July 2022 - July 2023					
YOS	Level 1	Level 3	Level 4	Level 5	Level 6	YOS	Level 1	Level 3	Level 4	Level 5	Level 6	YOS	Level 1	Level 3	Level 4	Level 5	Level 6
0	\$ 15.00	\$ 15.25	\$ 15.50	\$ 16.25	\$ 17.00	0	\$ 15.25	\$ 15.75	\$ 16.50	\$ 17.25	\$ 18.00	0	\$ 15.50	\$ 16.25	\$ 17.00	\$ 17.75	\$ 18.50
0.5	\$ 15.15	\$ 15.50	\$ 15.75	\$ 16.50	\$ 17.25	0.5	\$ 15.40	\$ 16.00	\$ 16.75	\$ 17.50	\$ 18.25	0.5	\$ 15.65	\$ 16.50	\$ 17.25	\$ 18.00	\$ 18.75
1	\$ 15.30	\$ 15.75	\$ 16.00	\$ 16.75	\$ 17.50	1	\$ 15.55	\$ 16.25	\$ 17.00	\$ 17.75	\$ 18.50	1	\$ 15.80	\$ 16.75	\$ 17.50	\$ 18.25	\$ 19.00
2	\$ 15.55	\$ 16.25	\$ 16.50	\$ 17.25	\$ 18.00	2	\$ 15.80	\$ 16.75	\$ 17.50	\$ 18.25	\$ 19.00	2	\$ 16.05	\$ 17.25	\$ 18.00	\$ 18.75	\$ 19.50
3	\$ 15.80	\$ 16.75	\$ 17.00	\$ 17.75	\$ 18.50	3	\$ 16.05	\$ 17.25	\$ 18.00	\$ 18.75	\$ 19.50	3	\$ 16.30	\$ 17.75	\$ 18.50	\$ 19.25	\$ 20.00
4	\$ 16.05	\$ 17.25	\$ 17.50	\$ 18.25	\$ 19.00	4	\$ 16.30	\$ 17.75	\$ 18.50	\$ 19.25	\$ 20.00	4	\$ 16.55	\$ 18.25	\$ 19.00	\$ 19.75	\$ 20.50
5	\$ 16.55	\$ 17.75	\$ 18.00	\$ 18.75	\$ 19.50	5	\$ 16.80	\$ 18.25	\$ 19.00	\$ 19.75	\$ 20.50	5	\$ 17.05	\$ 18.75	\$ 19.50	\$ 20.25	\$ 21.00
6	\$ 17.05	\$ 18.25	\$ 18.50	\$ 19.25	\$ 20.00	6	\$ 17.30	\$ 18.75	\$ 19.50	\$ 20.25	\$ 21.00	6	\$ 17.55	\$ 19.25	\$ 20.00	\$ 20.75	\$ 21.50
7	\$ 17.55	\$ 18.75	\$ 19.00	\$ 19.75	\$ 20.50	7	\$ 17.80	\$ 19.25	\$ 20.00	\$ 20.75	\$ 21.50	7	\$ 18.05	\$ 19.75	\$ 20.50	\$ 21.25	\$ 22.00
8	\$ 18.05	\$ 19.25	\$ 19.50	\$ 20.25	\$ 21.00	8	\$ 18.30	\$ 19.75	\$ 20.50	\$ 21.25	\$ 22.00	8	\$ 18.55	\$ 20.25	\$ 21.00	\$ 21.75	\$ 22.50
9	\$ 18.55	\$ 19.75	\$ 20.00	\$ 20.75	\$ 21.50	9	\$ 18.80	\$ 20.25	\$ 21.00	\$ 21.75	\$ 22.50	9	\$ 19.05	\$ 20.75	\$ 21.50	\$ 22.25	\$ 23.00
10	\$ 19.05	\$ 20.25	\$ 20.50	\$ 21.25	\$ 22.00	10	\$ 19.30	\$ 20.75	\$ 21.50	\$ 22.25	\$ 23.00	10	\$ 19.55	\$ 21.25	\$ 22.00	\$ 22.75	\$ 23.50
11	\$ 19.55	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	11	\$ 19.80	\$ 21.25	\$ 22.00	\$ 22.75	\$ 23.50	11	\$ 20.05	\$ 21.75	\$ 22.50	\$ 23.25	\$ 24.00
12	\$ 19.80	\$ 20.75	\$ 21.50	\$ 22.25	\$ 23.00	12	\$ 20.05	\$ 21.50	\$ 22.25	\$ 23.00	\$ 23.75	12	\$ 20.30	\$ 22.00	\$ 22.75	\$ 23.50	\$ 24.25
13	\$ 20.05	\$ 21.00	\$ 21.75	\$ 22.75	\$ 23.50	13	\$ 20.30	\$ 21.75	\$ 22.50	\$ 23.25	\$ 24.00	13	\$ 20.55	\$ 22.25	\$ 23.00	\$ 23.75	\$ 24.50
14	\$ 20.30	\$ 21.25	\$ 22.00	\$ 23.00	\$ 24.00	14	\$ 20.55	\$ 22.00	\$ 22.75	\$ 23.50	\$ 24.25	14	\$ 20.80	\$ 22.50	\$ 23.25	\$ 24.00	\$ 24.75
15	\$ 20.55	\$ 21.50	\$ 22.25	\$ 23.25	\$ 24.25	15	\$ 20.80	\$ 22.25	\$ 23.00	\$ 23.75	\$ 24.50	15	\$ 21.05	\$ 22.75	\$ 23.50	\$ 24.25	\$ 25.00

Staff who are currently above scale or beyond 15 years of service will receive a \$.25/hour increase.

For reference, Minneapolis minimum wage listed below:

July 1, 2020 \$13.25

July 1, 2021 \$14.25

July 1, 2022 \$15.00

SEWARD COMMUNITY CO-OP PAY LEVELS

Franklin & Friendship							
Level		Front End	Facilities	Grocery	Produce	Deli	Wellness Meat & Seafood
1	Entry Level. Work experience preferred, not required.	Bagger Cashier	Housekeeper	Stocker	Staff	Dishwasher Counter Staff Cheese Staff Rounder	Staff Counter Staff
3	Relevant experience strongly preferred. Day-to-day supervision of other staff and/or semi-specialized skills (trainable on the job).	Customer Service Clerk		Receiver Shift Lead	Shift Lead	Cook Counter Shift Lead	Shift Lead Apprentice (Prod. Spec.)
4	Relevant experience required. Day-to-day supervision of other staff, oversight of production processes, spending discretion, and/or specialized skills (requiring outside training).	Shift Lead		Re-Buyer	Re-Buyer	Re-Buyer Kitchen Shift Lead	Re-Buyer Production Specialist
5	Extensive relevant experience required. Level 4 duties, as well as responsibility for store security and/or physical plant.		Manager on Duty				Production Supervisor
6	Extensive relevant experience, education, and/or professional credential required.						

Creamery					
Level	Cafe	Production	Operations	Brand	Support
1	Entry Level. Work experience preferred, not required.	FOH Staff Packer Dishwasher			
3	Relevant experience strongly preferred. Day-to-day supervision of other staff and/or semi-specialized skills (trainable on the job).	Line Cook FOH Shift Lead	Cook Baker Sausage Maker	Office Assistant (Fac) Demo Specialist (Mrch)	
4	Relevant experience required. Day-to-day supervision of other staff, oversight of production processes, spending discretion, and/or specialized skills (requiring outside training).	Lead Line Cook	Shift Lead		
5	Extensive relevant experience required. Level 4 duties, as well as responsibility for store security and/or physical plant.		Facilities Specialist (Fac) Scanning Spec. (Ops)	Merchandising Gen. (Mrch) Design Specialist (Mkt) Signage Specialist (Mkt)	
6	Extensive relevant experience, education, and/or professional credential required.			Data Analyst (Mrch) Buyer (Mrch) Communications Spec. (Mkt) Educ. & Outreach Coord. (Mkt)	Data Support Spec. (IT) Systems Support Spec. (IT) Admin Assistant (Fin) Accounts Payable (Fin)

Appendix "B" Response to Government Declared Peacetime Emergency

A. Declaration of a peacetime emergency

If a federal, state or local government declares a peacetime emergency and institutes measures that may impact the operations of one or more of the business units of Seward Community Co-op, creating significant impacts to customers, workers, the workplace, or the safety and health of employees and their families, this peacetime emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as "declared peacetime emergencies." All other sections of this Agreement not in conflict with this declared peacetime emergency provision will remain in effect.

B. Meet and Confer with the Union

The Employer will meet and confer with the Union regarding:

1. Right to use any available leave: All employees have the right to use any available paid or unpaid leave (including all leaves in this Agreement or leave that any policy or law provides) that they choose to address any effect of the emergency, regardless of the type of or classification of leave.

2. Missed scheduled shifts: If the employee does not report for a scheduled shift and complies with the attendance policy, the Employer will not take any adverse action against an employee who misses work or takes leave, because of the declared peacetime emergency. Adverse actions include but are not limited to assessing time or attendance occurrences, discipline or discharge.

3. Returning to previous position: Employees who take any leave under this declared peacetime emergency provision may be returned to their previous position, hours and pay, subject to leaves outlined in this contract or other federally mandated leave.

4. Compliance with government directives: The Employer will comply with any government directives.

5. Advocate for first responder status: The Employer will join the Union in any efforts to rightfully have its workers who are mandated to work by federal, state or local decree be identified as first tier responders.

6. Government relief programs: The Employer will actively lobby for federal, state and local government legislation that provides resources to support employees mandated to work, or impacted by this peacetime emergency, and will make every reasonable effort to apply to or for any government relief programs that may become available.

7. Hazard or differential pay. In the event that the Employer is successful in obtaining government relief, or if the Employer is otherwise in a financial position to do so, the Employer will negotiate with the Union to provide employees with hazard or some other differential pay during the period in which the peacetime emergency is declared.

The employer reserves the right to discontinue or suspend paying this hazard or differential pay if continuing to do so jeopardizes the Employer's financial wellbeing and its

ability to retain full employment of its staff. The Employer will share details of obtained government relief and financials with the Union when requested. The details of any hazard or differential pay and its potential termination will be outlined in a Memo of Understanding with the Union that will be negotiated after the declaration of a peacetime emergency has occurred.

8. One bargaining unit member per business location identified as the Admin offices, Creamery production, Franklin and Friendship stores will be selected by the bargaining unit members and designated to advise the "crisis coordination team" formed to address peacetime emergency concerns or changes in policy, procedure, or working conditions. These members will be given an orientation to the crisis coordination team, clarifying their role as information sharing only. Notes from this team's meetings will be shared with the Union

C. Continuation in Working Conditions and Benefits

1. Employee status: All employees who during the declared peacetime emergency take any leave, or who the Employer lays off or whose hours the Employer reduces will maintain their status as employees of the Employer as is provided for in the provisions of this agreement including leave allotments, recall rights from layoff, continuation of seniority, maintenance of wage rate and restoration of leave upon recall from layoff.

D. Pandemic Specific Agreements

In the event that the peacetime emergency is a pandemic, the Employer agrees to:

1. Maintain a confidential log of employees who are ill, have been tested if applicable, are quarantined, are on leave, or are eligible for government provisions during the peacetime emergency. Employees are required to alert employer as to testing status.

2. Regular communication with employees regarding decisions that affect the workplace, provisions to address the declared peacetime emergency, local and state-wide guidelines that are related to the declared peacetime emergency, and other necessary information.

3. The Employer will alert employees who shared workspace with an employee who tests positive as long as doing so does not violate the privacy rights of the employee who tested positive. The Employer will notify the Union when Employer becomes aware that a bargain unit employee has tested positive and the workplace location(s) in which they work as long as doing so does not compromise the employee's legal right for confidentiality.

4. Inform employees of eligibility for available leaves under government provisions and/or the contract, including the PTO donation pool. Employees must inform the employer of their need for leave.

Subsection E. Personal Protective Equipment

If the Employer and Union jointly assess that PPE will reduce the safety and health risks related to the declared peacetime emergency, this subsection will apply.

1. The Employer will provide all PPE at its own cost.

2. If PPE is unavailable in the market, or has been prioritized to other critical first responders, the Union will assist the employer in accessing alternative PPE.

3. PPE may include, but not be limited to facemasks, gloves, eye protection, hand sanitizer, plexi glass barriers and other workspace improvements.

4. The Employer will train employees during paid work time how to properly put on, remove and dispose of PPE.

5. The Employer will provide employees adequate paid work time to put on, take off and dispose of PPE.

6. The employer will provide workstation enhancements that protect the safety of employees.

**Letter of Understanding
Between
UFCW Local 663
And
Seward Co-op**

Pursuant to recent discussion in bargaining a successor labor agreement the Union and the Employer agreed to the following:

Product that is not appropriate for sale is available to employees. The Union and Employer strive for the most equitable distribution possible of this benefit. To this end, the following are a few guidelines regarding the availability and distribution of free product:

- Products are free to staff once they have been placed in a designated space in the business unit
 - Franklin and Friendship stores
 - Break room
 - Produce backroom
 - Creamery
 - Break room
- Free product at each co-op business unit is available to Seward employees
- Staff should only be accessing free product areas when they are off the clock
- Only staff who are approved to write-off or cull product in a department may pull an item from the shelf and take it to the break room or cull cart
 - Product is not to be claimed before being placed in the designated free product space in the business unit
- To ensure equitable distribution of cull, when accessing free product, we ask employees to reflect on their overall access to food, and limit what is taken to their personal need.
- Please refer to the Gift Policy in the Seward Co-op handbook for more information on accepting gifts from vendors and customers
- Departments are encouraged to distribute cull equitably across shifts to ensure access to all employees.
- Free product will be made available twice per day to ensure access to all employees.

This letter of understanding will be reviewed upon bargaining for any subsequent successor labor agreement.

For the Union

1/18/2021

Date

For the Employer

1/29/2021

Date