

AGREEMENT

by and between

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189

and

WHOLE FOODS COMMUNITY CO-OP, INC.

_____, 2018

Through

_____, 2020

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Articles of Agreement

This Agreement is made and entered into by and between Whole Foods Community Co-op, Inc., (“Employer”) and the United Food and Commercial Workers Local 1189 (“Union” or “UFCW”).

Article 1 Union Security

1.1 RECOGNITION:

The Employer recognizes the Union as the exclusive bargaining representative of the unit consisting of all full-time and regular part-time employees employed by the Employer at its Hillside and Denfeld stores in Duluth, Minnesota; excluding managers, confidential employees, human resources employees, finance employees, office clerical employees, substitute employees, temporary employees, administrative grocery clerks, and guards and supervisors as defined by the National Labor Relations Act, as amended. Unless the context clearly indicates otherwise, the words “employee” and “employees” as used in this Agreement shall mean only those persons within the recognized bargaining unit.

Suppliers, vendors, salesmen, and non-bargaining unit employees shall not be permitted to perform bargaining unit work, with the exception of Department Managers and Assistant Department Managers. Notwithstanding the foregoing, Store Managers, the Operations Manager, and other Office/Administration managers and employees may perform bargaining unit work in exceptional circumstances.

1.2 OTHER AGREEMENTS:

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

1.3 UNION SHOP:

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

B. "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this Agreement.

1.4 MEMBERSHIP DUES AND FEE DEDUCTIONS:

The Employer shall deduct Union dues and fees from the earnings of any employee who has executed and provided to the Employer's Finance Department a written check-off authorization form. The Union shall certify to the Employer the amounts to be deducted. The Employer shall make such deductions from each paycheck and shall remit such deductions to the Union within five (5) business days of the end of each month. Together with the transmittal of deductions the Employer shall furnish the Union with a list of the employees for whom deductions were made. In the event that no wages are due the employee, or that the wages are insufficient to cover the required deduction, the deduction shall be made from the employee's wages in the immediate following paycheck and promptly remitted to the Union. The Union shall defend and indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for purposes of complying with this Article, or in reliance on any lists, notices, or authorizations that were furnished to the Employer by an employee or by the Union.

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

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

The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

1.5 NEUTRALITY:

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

Article 2 Management Rights

The management of the business and the direction of the working forces are vested exclusively in the Employer, except where expressly abridged by a specific provision of this Agreement. The Employer's management rights include, but are not limited to, the rights to hire; to discipline and discharge for just cause; to layoff; to recall; to promote; to determine and change starting and quitting times; to determine and change the days of the week to work; to determine and change the number of hours of work in a day; to determine and change the number of days to work in a week or pay period; to promulgate and enforce rules, regulations, and policies not inconsistent with this Agreement; to assign work, duties, and responsibilities; to establish new job classifications and to set their rates of pay; to create, organize, reorganize, discontinue, enlarge, or reduce a department, unit, function, floor, or division; to assign and transfer employees to other areas as operations may require; to introduce new or improved methods of operation or facilities; to determine the quality, quantity, and method of work and the number of employees; to contract with others for the furnishing of services not provided by the employees; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

Article 3 Classification of Employees

3.1 FULL-TIME:

A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty (30) hours per week.

3.2 PART-TIME:

A part-time employee shall be defined as an employee who works at least two (2) shifts per week and is regularly scheduled to work less than thirty (30) hours, but at least twelve (12) hours per week. Part-time employees will not be scheduled less than twelve (12) hours or fewer than two (2) shifts per week except by mutual agreement.

Article 4 Pay Period, Work Week, Overtime

4.1 PAY PERIOD/PAY DAY:

No later than six (6) weeks following the ratification of this Agreement, the Employer shall transition from semi-monthly to bi-weekly paydays. The date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees.

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

4.2 BASIC WORK WEEK:

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

4.3 OVERTIME PAY:

A. All work performed by hourly employees in excess of forty (40) hours per week shall be paid for at one and one-half (1½) times the employee's regular rate of pay.

B. As far as practicable, all scheduled overtime will be voluntary and will be offered by seniority to those employees who are qualified and willing to perform the work. If there are not sufficient volunteers to work scheduled overtime, the employer may assign overtime in reverse seniority order.

**Article 5
Work Schedules and Work Hours**

5.1 WORK SCHEDULES:

A. The Employer will make every effort to schedule employees with a regular weekly schedule, while taking into account pre-approved time off requests. Weekly work schedules will be posted ten (10) days prior to the start of the work week. Any changes to the posted schedule will be by mutual agreement.

B. The Employer will make every effort to schedule employees based on their preferred hours within their available hours. The Employer will consider scheduling preferences based on the needs of the business, seniority, and pre-approved time-off requests.

C. Employees may not be scheduled for more than five (5) days in any work week, except by mutual agreement.

D. Employees shall be scheduled to have no less than ten (10) hours off between shifts, except by mutual agreement.

E. Employees who are hired to work in both stores may be scheduled to work in both stores. Employees who are hired to work in one store will only be scheduled to work in a different store or in both stores by mutual agreement. An employee's work location will be noted on the posted work schedules.

F. At hire employees will be assigned a primary department. In the event that hours are reduced in an employee's primary department for what is expected to be an indefinite length of time, employees who are qualified to work in another position or department will be offered hours in a different position, department and/or store where hours are available. The Employer will seek voluntary hours reductions before reducing the hours of the least senior department employee.

G. In the event that additional hours are available, part-time employees may request additional hours and/or request reclassification to full-time before the Employer hires additional employees. The Employer will consider such a request, provided that the employee is qualified to do the available work.

5.2 ADDITIONAL HOURS:

An employee who is called in to work outside of their regular schedule will be notified of the additional hours of work and will work all of those additional hours, except by mutual agreement.

5.3 SPLIT SHIFTS:

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

5.4 BREAKS AND MEAL PERIODS:

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

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

Employees working at least:

- 4 hours but less than 6 hours will receive a 15 minute paid meal break.
- 6 hours but less than 9 hours will receive a 30 minute paid meal break.
- 9 hours but less than 11 hours will receive a 45 minute paid meal break.
- 11 hours will receive a 60 minute paid meal break

Breaks must be taken in a minimum of ten (10) minute increments. Break times are scheduled to meet the store's needs. Breaks will not be scheduled or allowed at either the

beginning or the end of an employee's shift. Employees who voluntarily work through their break periods will not receive additional compensation.

C. Breaks for Nursing Mothers: The Employer will provide a private secure location (not a toilet stall) that is shielded from view and free from intrusion from co-workers and the public and that includes access to an electrical outlet, where an employee can nurse or express breast milk in privacy. The Employer will also provide reasonable break time to employees who need to nurse or to express milk for their infant children. Break times will generally run concurrently with paid meal periods. Breaks in excess of paid meal periods will be allowed but will be unpaid.

D. Upon request, the Employer will make reasonable efforts to allow paid meal periods to be broken up into multiple breaks (example: 1 – 30 min., 2 – 15 min., 3 – 10 min.).

Article 6 Wages

6.1 WAGE RATES:

The hourly rates of pay for the classifications covered by this Agreement are set forth in APPENDIX "A" and made a part of this Agreement.

If the Employer creates a new job classification within the bargaining unit, the Employer and the Union shall meet and negotiate over the wages for such classification.

An employee who is promoted or demoted shall maintain their step placement and shall receive the base pay for the step and any applicable premium pay for the new position.

6.2 PAST EXPERIENCE:

An employee who is rehired by the Employer within twelve (12) months shall receive full credit for each full year of past experience with the Employer.

6.3 PAY FOR ADDITIONAL RESPONSIBILITIES:

When the Employer designates an employee to fill in for another employee, the employee shall receive additional pay for such work as set forth in APPENDIX "A."

6.4 CONTINGENCY PAY:

An employee is eligible for Contingency Pay for hours worked in response to a management request to fill one half hour of a shift or more on an emergency basis and to provide this emergency fill-in assistance outside of the employee's posted scheduled hours. For purposes

of this Section, an emergency basis is less than 24 hours' notice.

Employees will receive an additional Two Dollars (\$2.00) per hour as Contingency Pay.

Article 7 Working Conditions

7.1 MEETINGS:

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

7.2 TOOLS:

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 Employer tools and equipment shall be maintained in an operable condition.

7.3 UNIFORMS:

When a uniform is required, the Employer will provide it. The Employer will replace worn uniforms at no cost to the employee.

7.4 TRAVEL TIME AND MILEAGE:

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

7.5 EMPLOYEE TRAINING:

The Employer will work to ensure that all current employees and new employees receive sufficient job relevant training. Employer provided training time will be considered as work time.

The Employer will provide and/or reimburse an employee for off-site training only by mutual agreement.

Each calendar year, employees may attend up to two (2) publically offered classes hosted by the Employer, if space is available in such classes, and if such classes are job-related. The

Employer shall pay for or reimburse the cost of such classes, but the class time shall not be considered as work time.

7.6 DISCOUNTS:

Full-time and part-time employees will receive a 15% employee discount on eligible purchases at the Hillside and Denfeld stores. Such discount shall only apply to the employee and up to one (1) member of the employee's household. Household status must be verified by the employee at the Employer's request.

7.7 PRODUCE PICK UP:

The Employer will provide produce pick up, when available, to employees in a designated place under Produce Department procedures.

7.8 NON-DISCRIMINATION:

No employee shall be discriminated against or harassed because of race, creed, sex, gender, age, color, national origin, disability, marital status, familial status, veteran status, status with regard to public assistance, membership or activity in a local commission, religion, sexual orientation, genetic information, or for engaging in any protected activity, including Union activities.

**Article 8
Orientation and Probation**

8.1 ORIENTATION:

The Employer will give the Union at least twenty-four (24) hours' notice of any new employee orientation session that will be attended by bargaining unit employees. The Employer will allow a representative of the Union or a Union Steward who is on duty, fifteen (15) minutes of paid time with new employees during orientation to cover union information. If the Union is unable to meet with employees during orientation, an alternative fifteen (15) minute meeting will be arranged within the first thirty (30) days of employment unless extended by mutual agreement.

8.2 PROBATION:

Newly hired employees shall be considered to be on probation for the first sixty (60) calendar days of employment and will thereafter attain seniority with the Employer, with seniority reverting back to the first day of active employment in the bargaining unit. By mutual agreement between the Employer and the Union made during the initial probation period, and upon written notice to the Union and the employee, probation may be extended for an additional

thirty (30) calendar days. During probation the Employer may discipline or discharge the employee at will. Such discipline or discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement.

Article 9 Seniority

9.1 SENIORITY:

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

Bargaining unit seniority shall be defined as length of continuous service in the bargaining unit since date of hire. If two or more employees have the same date of hire, their seniority ranking will be determined by lot.

9.2 TERMINATION OF SENIORITY:

Seniority shall be lost by any of the following circumstances:

- a) Discharge for just cause;
- b) Voluntary quit;
- c) Failure of the employee to respond to a notice of recall from layoff within ten (10) calendar days of the date on which the notice, which will be sent via certified mail, is postmarked;
- d) Continuous lay-off of greater than twelve (12) months;
- e) Retirement;
- f) Failure of the employee to return to work from a leave of absence; and
- g) Failure to apply for work within the statutory time limit following completion of a military leave of absence.

Within thirty (30) days of the ratification of this Agreement, the Employer will post a current seniority list in the employee break room in each store. Any objections to the list shall be grieved in writing within the grievance deadline of Article 19. In the absence of any timely grievances, the list shall be deemed conclusive.

The Employer will maintain an accurate and up to date seniority list. The seniority list will contain the employee's name, date of hire, job title and classification. The seniority list will be posted in, or adjacent to, the break room or another mutually agreed upon location in each store.

Article 10 Vacancies

The Employer will post all openings for bargaining unit positions for seven (7) calendar days and will promote from within the bargaining unit qualified employees with six (6) months or more seniority. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying at the time of application. However, if an employee has received a second written warning in the six (6) months prior to the time the employee wishes to apply for a posting, the employee shall not be eligible to apply. 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. If there are no qualified bargaining unit candidates, the Employer may fill the opening from outside the bargaining unit.

Any successful bargaining unit applicant shall have a sixty (60) calendar day trial period in the new position. If the Employer determines that such employee cannot perform the duties of the new position adequately, the Employer may return the employee back to their former position. Such employee shall have the option of returning to their former position within sixty (60) calendar days without loss of seniority.

Article 11 Layoff, Reduction in Hours, and Recall

If the Employer decides to implement a layoff or a reduction of hours, it shall do so by laying off or reducing the number of hours by reverse seniority, provided that the remaining employees are qualified to perform the remaining work. "Layoff" means the elimination of all of an employee's scheduled hours of work. "Reduction of hours" means the reduction of an employee's scheduled work hours by the Employer by more than eight (8) hours per pay period for what is anticipated to be an indefinite length of time. Employees on layoff shall retain accrued seniority but further accruals shall cease.

When the Employer determines to recall laid off employees, or to restore reduced hours, it shall do so in reverse order of layoff or hours reduction, as the case may be, provided that the employee is qualified to perform the available work.

Article 12 Job Descriptions

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

Article 13
Time Off

13.1 USE AND ACCRUAL OF PTO:

Paid Time Off (“PTO”) shall be used to cover any absences from an employee’s regularly scheduled shift (other than absences in connection with an approved leave or absences in which Unpaid Hours are used). All PTO requests are subject to Department Manager approval, and will be considered based upon the needs of the business and other approved time-off requests. Such requests will not be unreasonably denied.

Employees will accrue PTO at the following rates:

<u>Years of Service:</u>	<u>Accrual Rate:</u>
0-1	.03 hours/hour
2	.04 hours/hour
3	.05 hours/hour
4	.06 hours/hour
5	.07 hours/hour
6-9	.08 hours/hour

The PTO accrued balance is capped at one hundred fifty (150) hours; any PTO in excess of that amount will be forfeited.

PTO accrual is based on hours paid, with the exception of any anniversary or terminal PTO pay out. PTO hours shall be paid at the rate of the position missed.

13.2 SCHEDULED PTO:

A. PTO shall be used for scheduled absences. PTO requests must be made in writing on the designated form. PTO requests will be selected three (3) times a year on the basis of seniority within the employee’s department as follows:

- by December 1 of for the period from January 1 through April 30;
- by April 1 of for the period from May 1 through August 31; and
- by August 1 of for the period from September 1 through December 31.

PTO requests may be approved for up to two (2) consecutive weeks.

The approved PTO schedule shall be posted 10 days prior to the start of the PTO periods listed above.

B. PTO requested outside the periods listed above will be granted on a first come

basis.

C. The Employer will respond to PTO requests outside the periods listed above within seven (7) calendar days unless the Department Manager or individual responsible for the scheduling in the department is unavailable, in which case the Department Manager or responsible individual will respond within five (5) calendar days after returning to work or within fourteen (14) days, whichever is shorter.

13.3 UNSCHEDULED PTO:

PTO shall also be used for unscheduled absences (other than absences in which Unpaid Hours are used) taken on short notice due to illness, injury, or other unforeseen situations that require an employee to be away from work. The employee must give the Employer a minimum of one (1) hours' notice before the start of the scheduled shift. If requested by the Employer, the employee shall furnish evidence of the reason for the absence.

13.4 PAY OUT OF PTO:

Employees who have accrued between one hundred twenty-eight (128) and one hundred fifty (150) hours of PTO as of their anniversary date shall be paid out for all accrued unused PTO in excess of one hundred twenty-eight (128) hours upon written request.

Employees will be paid out any accrued unused PTO upon termination of employment.

13.5 UNPAID HOURS:

Employees may take up to twenty-four (24) hours of unpaid time off each year on short notice due to illness, injury, or other unforeseen situations that require an employee to be away from work. The Unpaid Hours will become available on any employee's anniversary date. The employee must give the Employer a minimum of one (1) hours' notice before the start of the scheduled shift. If requested by the Employer, the employee shall furnish evidence or explanation of the reason for the absence.

Article 14 Holidays

14.1 HOLIDAYS:

A. For purposes of pay considerations, the Employer recognizes the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. During these recognized holidays on which the Employer conducts business, employees will be paid time and one-half for all hours worked at the rate of the position worked that day. During these recognized holidays on which the Employer does not

conduct business, employees who have successfully completed their probationary period prior to the holiday will be paid as follows:

- Straight pay at their base rate
- Eight (8) hours for full-time employees
- Four (4) hours for part-time employees

The Employer will not conduct business on Christmas Day.

B. In order to qualify for Holiday Pay, an employee must have worked in the pay period in which the recognized holiday occurs, and must work their scheduled work day before and after the recognized holiday unless excused by the Employer or absent due to illness (verified with a doctor's note).

C. Work on these recognized holidays will be staffed with volunteers first. If there are insufficient volunteers, the Employer will fill the remaining shifts by reverse seniority. In the event more employees volunteer than are needed, the work will be assigned on the basis of seniority in classification.

D. If a holiday on which the Employer does not conduct business occurs during an employee's PTO, the employee will receive the paid holiday and will have the choice as to whether or not to also use PTO for the holiday.

14.2 FLOATING HOLIDAYS:

In addition to the holidays listed above, all employees with at least two (2) years of service shall receive two (2) floating holidays to be used within the calendar year, the scheduling of which is subject to the approval of the Employer. The Employer will consider an employee's scheduling request based upon the needs of the business and other approved time-off requests. The floating holiday shall be eight (8) hours for full-time employees, and four (4) hours for part-time employees. Floating holiday time which is unused at the end of the calendar year or upon an employee's termination shall not be compensated.

Article 15 Leaves of Absence

15.1 MEDICAL LEAVE OF ABSENCE:

A. In case of accident, injury, pregnancy or sickness which renders an employee, who has completed their probationary period, medically unable to work, an unpaid leave of absence shall be granted for the period of time that the employee is judged medically unable to work. Such leave shall not extend for more than one (1) year from the first day of leave. Such leave will run concurrently with Family and Medical Leave Act and/or Minnesota Pregnancy and

Parenting Leave Act leave. Upon request by the Employer, the employee shall provide periodic medical documentation to support the commencement and continuation of the leave, and for the employee's fitness to return from leave. The Employer may require a second medical opinion by the health care provider of its choice and at its own expense. If the first and second medical opinions differ, the Employer may require the binding opinion of a third health care provider, approved jointly by the Employer and the Employee, and at the Employer's expense.

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

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

D. The employee may use any accrued paid time off during any unpaid leave of absence. The employee's group insurance and other benefits will be discontinued as legally permitted during any unpaid leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.

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

15.2 JURY AND WITNESS DUTY LEAVE:

An employee summoned to serve on jury duty shall provide a copy of the summons to the Human Resources Department as soon as possible. The employee shall be excused from work and granted leave. The Employer shall pay the difference between the wages the Employee would have earned in straight-time pay on scheduled work days and the jury pay for up to forty (40) hours. The employee shall report to work whenever there is a significant break in jury duty that is concurrent with the employee's work schedule.

An employee who appears in court at the request of the Employer in circumstances arising out of and in the course of employment with the Employer shall receive the employee's regular rate of pay for all hours related to the court appearance. If an employee needs time off

from work to appear in court for other reasons, such time shall be unpaid. In any case, the employee shall give the Employer as much advance notice as possible of the need for time off.

15.3 BEREAVEMENT LEAVE:

After completing the probationary period, all employees shall be entitled to up to three (3) days paid leave when it is necessary to be absent on scheduled work days for a death or to arrange for, travel to, or attend the funeral or memorial service of an immediate family member. Immediate family member is defined as the employee's spouse, parents, step-parents, grandparents, children, step-children, siblings, step-siblings, mother-in-law, and father-in-law. Employees must limit their time away from work to those days that are reasonably necessary under the circumstances. Additional leave or leave for an individual who is not an immediate family member may be granted without pay on a case-by-case basis by the Human Resources Department.

15.4 MILITARY LEAVE:

The Employer will provide unpaid military leave to any employee who is called to service in the armed forces in accordance with state and federal law. An employee's rights with respect to the substitution of accrued paid time off, the continuation of group insurance, and the accrual of benefits during military leave, in addition to reinstatement after military leave, will be as defined by state and federal law. An employee shall give the Employer as much advance notice as possible of the need for time off.

15.5 SCHOOL CONFERENCES AND ACTIVITIES LEAVE:

An employee may take up to sixteen (16) hours of unpaid leave during any twelve (12) month period to attend the school conferences or school-related activities of the employee's child, if such conferences or activities cannot be scheduled during non-working hours. Although the leave is unpaid, the employee may substitute any accrued paid time off. The employee shall give the Employer as much advance notice as possible.

15.6 VICTIM AND WITNESS LEAVE:

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

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 with pay to attend criminal proceedings related to the victim's case.

Employees who are victims of domestic abuse will be provided with reasonable time off

with pay to obtain or attempt to obtain a restraining order or protective order.

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

15.7 VOTING AND ELECTION JUDGE LEAVE:

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

The employee must notify their manager one day in advance if that employee intends to take a reasonable amount of time off of work to vote during regularly scheduled work hours.

Employees serving as an election judge will be paid for all reasonable time spent as an election judge; the Employer will reduce an employee's wages by the amount paid by the election authority. In order to be eligible for this leave, an employee must provide the Employer with at least 20 days' advance written notice of the need for leave and a certification from the appointing authority stating the hourly compensation to be paid to the employee and the hours during which the employee will serve.

15.8 FAMILY AND MEDICAL LEAVE ACT (FMLA)/MINNESOTA PARENTAL LEAVE:

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

15.9 OTHER LEAVES OF ABSENCE:

The Employer shall provide paid and unpaid leaves of absence as required by law, including but not limited to Bone Marrow Donation Leave, Civil Air Patrol Service Leave, Sick or Injured Relative Leave, Family and Medical Leave, and Pregnancy and Parenting Leave.

Unpaid leaves of absence for other purposes may be granted in the discretion of the Employer. Requests must be submitted to the Human Resources Department in writing.

15.10 SENIORITY:

Employees on approved leave will maintain their seniority.

15.11 TEMPORARY REPLACEMENTS:

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer shall have the 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.

Article 16 Discipline and Discharge

The Employer shall not discipline or discharge an employee without just cause. For serious misconduct, as defined in APPENDIX "B," employees are subject to immediate discharge. For other misconduct or poor performance, the Employer shall generally follow progressive discipline steps. The steps are a verbal warning, a first written warning, a second written warning, and discharge. The Employer may bypass or repeat one or more steps of progressive discipline depending on the circumstances, including but not limited to the employee's past conduct, work record, and the nature and seriousness of the misconduct.

When an employee reasonably believes an interview with management may result in discipline, the employee may ask for a union representative to be present during the interview. Under such circumstances, the Employer will grant the employee's request.

Prior disciplinary actions, other than discipline for serious misconduct, more than twelve (12) months old as of the date of the offense for which the employee is subject to discipline will not be used as a basis to proceed to the next step in the progressive disciplinary process.

Article 17 No Call, No Show

If an employee fails to report for work for three (3) shifts during any twelve (12) month period without notifying the Employer, the employee shall be deemed to have voluntarily resigned. However, if within one (1) week of any such absence the employee provides proof that the absence and the inability to notify the Employer were caused by circumstances outside of the employee's control, this Article shall not apply. This Article shall not be construed as permitting any unauthorized absences or tardiness.

Article 18 Drug and Alcohol Policy

An employee who is discharged for violating the Employer's drug and alcohol policy (see APPENDIX "C") may file a timely grievance under the grievance and arbitration procedure of this Agreement or, in the alternative, may elect to seek reinstatement under this policy.

The employee shall be reinstated under this policy if the following conditions are met:

- (1) The employee has not been reinstated under this policy within the previous twenty-four (24) months;
 - (2) The employee is evaluated by a Licensed Alcohol and Drug Counselor or a physician trained in the diagnosis and treatment of chemical dependency within ten (10) calendar days of the date of discharge; and
 - (3) The employee successfully completes the recommended treatment and provides the Employer with a certificate of completion (or similar document).
- Such reinstatement shall be without back pay.

If the above conditions are not met, the employee's discharge shall be final, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Article 19 Grievance, Mediation, and Arbitration

19.1 GRIEVANCE:

A. A grievance is defined as any dispute or disagreement concerning the application or interpretation of this Agreement.

B. The steps in the grievance procedure are as follows:

Step 1: When a grievance arises, the employee (with or without a Union representative) will attempt first to settle the matter with the Employer.

Step 2: If the grievance is not resolved under Step 1, it shall be reduced to writing by the Union. The written grievance shall specify the alleged violation of this Agreement, shall state the facts giving rise to the grievance, and shall state the remedy requested. The written grievance must be submitted to the General Manager and the Human Resources Manager within fifteen (15) calendar days following the exhaustion of Step 1.

Step 3: Within fifteen (15) calendar days following the receipt of the Step 2 written grievance by the Employer, the Union and the Employer will meet in an attempt to resolve the grievance. The Employer may issue a written decision following the Step 3 meeting.

Step 4: If the grievance is not resolved in Step 3, then either party may refer the matter to mediation as provided in Section 19.2 below.

C. For grievances regarding discharge without just cause, Step 1 may be skipped, but the grievance must be filed in writing at Step 2 with the Employer within fifteen (15) calendar days after the receipt of the discharge notice. Grievances regarding discipline without just cause must be filed in writing at Step 2 with the Employer within thirty (30) calendar days after the

receipt of any discipline by the employee. Any other grievance must be filed in writing at Step 2 with the Employer within thirty (30) calendar days after the employee has knowledge of, or should have known of, the occurrence giving rise to the grievance. Only with respect to grievances regarding pay, an employee will receive the full back pay to which the employee is entitled for a valid grievance, up to two (2) years.

19.2 MEDIATION:

Any dispute or disagreement that cannot be resolved under the provisions of Section 19.1 may be referred by mutual agreement to nonbinding grievance mediation. If agreed, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) and request appointment of a grievance mediator. Such request shall be made within twenty (20) calendar days following the Step 3 meeting.

19.3 ARBITRATION:

A. If a dispute or disagreement is not resolved under Section 19.1 or Section 19.2, the Union may refer the matter to arbitration by written notification to the Employer of its desire to arbitrate and by petitioning the FMCS for a list of potential arbitrators. Such notice and petition shall be given and filed within twenty (20) calendar days following the Step 3 meeting or the completion of mediation, whichever is later.

B. The FMCS petition shall request a list of seven (7) neutral arbitrators. The order of striking shall be determined by the flip of a coin. 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.

C. The arbitrator shall meet with the parties to the dispute, hear all evidence, and render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.

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

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

F. The decision of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable).

19.4 LIMITATIONS ON ARBITRATOR:

The arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

19.5 COMPUTATION OF TIME:

In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

19.6 TIME LIMITS:

A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely advanced to the next step by the Union.

The time limits set forth in Grievance Section C shall be absolutely mandatory and failure to comply with those time limits will mean the grievance is void and no consideration will be given to it. Any time limit in this Article may be extended only by mutual written agreement. An oral agreement to extend a time limit promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

Article 20
Union – Employer Cooperation

20.1 SHOP STEWARDS:

The Union will have the right to appoint a steward(s). 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.

20.2 UNION VISITATION:

The duly authorized representative of the Union shall be permitted access to the stores at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business; and provided that meetings with employees (not greetings or brief conversations) occur outside of the employee's scheduled work time. Whenever possible, the Union representative will provide the Employer with advance notice of any such visit. If advance notice is not possible, the Union representative will check in with the Employer upon arrival at the store.

20.3 LABOR MANAGEMENT COMMITTEE:

A committee composed of no more than three (3) bargaining unit members and one (1) Union representative and up to four (4) Employer representatives shall be established for purposes of discussion of problems arising under the terms and conditions of this Agreement. Such committee shall meet quarterly, unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure contained in Article 19.

20.4 BULLETIN BOARD and "UNION LABEL":

A. A space will be provided in the employee break room in each store on a designated bulletin board where official Union notices originating from the Union offices may be posted.

B. The Union agrees to issue a Union store card or "Union Label" window decal to the Employer. Such Union store card or decal is, and shall remain, the property of the Union. The Employer agrees to display such Union store card or decal in a conspicuous area accessible to the public.

20.5 EMPLOYEE SAFETY:

A committee composed of no less than one (1) Union Steward, up to one (1) bargaining unit representative from the Grocery, Deli, Produce, and Front End Departments elected by the bargaining unit employees in each department, and one (1) Management representative, shall be established at each store to discuss safety issues. Such committees shall meet monthly, unless mutually agreed otherwise. Notes of the committee meetings will be kept and posted electronically.

Department committee members shall be elected for a one (1) year term. In the event such a committee member no longer wishes to serve or is no longer able to regularly attend meetings, the Department Manager shall seek a volunteer to complete the term. Assistant Department Managers shall represent their departments if no employee volunteers to complete another committee member's term and/or if a committee member is unable to attend a meeting.

Article 21
No Strikes, No Lockouts

21.1 NO STRIKES:

In consideration of the Employer's commitment as set forth in Section 21.2 of this Agreement, the Union and its members shall not engage in, authorize, assist, encourage, or conduct any strike, sympathy strike, sit down, sit in, slowdown, work stoppage, picketing,

boycott, or any other interference with or interruption of work at the Employer's operations during the term of this Agreement. Any violation of this Section by an employee shall constitute just cause for disciplinary action, up to and including discharge. Any disagreement regarding such discipline or discharge may be processed through the grievance procedure set forth in Article 19.

21.2 NO LOCKOUTS:

In consideration of the Union's commitment as set forth in Section 21.1 of this Agreement, the Employer shall not lock out employees during the term of this Agreement.

Article 22 Health Insurance

During the term of this Agreement, the Employer will make available to employees covered by this Agreement at least one (1) health insurance plan for which the Employer's contribution is 100% of the cost of the single-employee plan, not to exceed Three Hundred Dollars (\$300) per month. The Employer will not pay a stipend to employees who waive health insurance coverage. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

Article 23 Dental Insurance

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

Article 24
Supplemental Insurance

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

Article 25
401(k)/ROTH

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the retirement plans (401(k)/Roth) that it may provide to employees not covered by this Agreement and will match an employee's contribution to either plan up to a maximum of two percent (2%) of the employee's pay. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

Article 26
Conflict with Law

Any law which supersedes any provision of this Agreement shall not void any other provisions of this Agreement, and the balance of this Agreement shall remain in full force and effect. The parties shall meet and negotiate over any language found to be superseded by law.

Article 27
Notices

Any written notice required or permitted under this Agreement to be given by one party to the other may be given by first class, certified, or registered U. S. Mail, personal delivery,

delivery service, fax, or email.

**Article 28
Draftsmanship**

Both parties contributed equally to the drafting of this Agreement. No part of this Agreement shall be construed against either party on grounds of draftsmanship.

**Article 29
Supersedure**

Any practice, policy, or procedure predating this Agreement and relating to compensation, or fringe benefits (defined as discounts, time off, holidays, floating holidays, health insurance, dental insurance, supplemental insurance, and 401(k)/ROTH) shall not be binding unless expressly included in this Agreement.

**Article 30
Term of Agreement**

This Agreement shall be in effect from _____, 2018, to _____, 2020, and shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least sixty (60) calendar days prior to the expiration date, or prior to the end of any renewal period, as the case may be. If such notice is given, the parties shall engage in collective bargaining with respect to a new collective bargaining agreement.

**WHOLE FOODS COMMUNITY
CO-OP, INC.**

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1189**

General Manager

President

APPENDIX A

Appendix A - Pay

All employees receive an across the board pay increase of \$.60 upon ratification. Employees will be placed on the appropriate step (rounded up) once the across the board increase is applied.

Overscale employees will receive the across the board increase of \$.60 upon ratification and will receive a \$.30 increase in year two (2) of the contract on their anniversary date. Employees who move into overscale post ratification will receive a \$.25 increase in year one (1) and a \$.30 increase in year two (2) on their anniversary date.

Employees will move steps on their anniversary date.

		<u>Base Pay</u>	
		Year 1	Year 2
Start (A)		\$11.25	\$11.50
B		\$11.60	\$11.85
C		\$11.95	\$12.20
D		\$12.30	\$12.55
E		\$12.65	\$12.90
F		\$13.00	\$13.25
G		\$13.35	\$13.60
H		\$13.70	\$13.95
I		\$14.05	\$14.30
J		\$14.40	\$14.65
K		\$14.75	\$15.00
L		\$15.10	\$15.35

<u>Premium Pay</u>	
Group 1	\$0.00
Group 2	\$1.50
Group 3	\$3.35

<u>Overscale</u>	
Year 1	Year 2
\$0.25	\$0.30

It was agreed upon that staff who were promoted prior to ratification have been placed at the rounded-up step within their range based on wage at ratification as with general staff, or the step within their range that is up to the fourth step in the range reflecting up to four years of service, whichever is higher.

Group 1

Deli Counter Clerk
 Deli Kitchen Clerk
 Front End Clerk
 Grocery Clerk
 Produce Clerk

Group 2

Deli Counter Lead Clerk
 Deli Cook/Baker
 Front End Lead Clerk
 Grocery Lead Clerk
 Grocery Purchasing Lead
 Grocery Purchasing Lead/Wellness
 Grocery Lead Clerk/Wellness
 Produce Lead Clerk

Group 3

Brand Education and Outreach Coordinator
 Brand Graphics Coordinator
 Deli Counter Coordinator
 Deli Kitchen Coordinator
 Deli Purchasing Coordinator
 Environmental Coordinator
 Front End Manager on Duty
 Grocery Receiving Coordinator
 Grocery Wellness Coordinator
 Produce Purchasing Coordinator

APPENDIX B

“Serious misconduct” within the meaning of Article 16 includes the following:

- (1) theft of Employer, co-employee, vendor, contractor, or customer property;
- (2) fighting or other behavior that causes bodily harm or injury or threatens harm to the employee or to another while on duty or on Employer property;
- (3) falsification of time cards or any other Employer records;
- (4) insubordination, which is defined as a refusal to follow a direct order of a supervisor, unless the order would result in an unsafe, unhealthful, or illegal act;
- (5) gross negligence causing destruction, defacement, or damage to Employer property, tools, or vehicles;
- (6) removing from Employer property material, products, or any other property belonging to the Employer, a co-employee, a vendor, a contractor, or a customer without permission;
- (7) providing false or misleading information for the purpose of obtaining employment or any employment benefit, including workers’ compensation benefits;
- (8) behavior or language that is reasonably perceived as threatening by the individual to whom it is directed;
- (9) violation of the Employer’s weapons policy;
- (10) violation of the Employer’s drug and alcohol policy;
- (11) violation of the Employer’s anti-harassment or non-discrimination policy;
- (12) intentional violation of the Employer’s AWAIR Plan; and
- (13) any other similarly serious misconduct.

APPENDIX C

No employee shall sell, solicit or illegally transfer any controlled substance or alcohol while working or on any Employer premises, Employer worksites or while using Employer provided vehicles. Employees may use prescription medication(s) under the supervision of a physician and with prior notification to the Employer of relevant workplace restrictions related to the medication(s). Absent satisfaction of these two conditions, no employee may be under the influence of any controlled substance while working. No employee shall work on any Employer premises, Employer worksites or use Employer provided vehicles while under the influence of alcohol. No employee shall possess alcohol on any Employer premises or Employer worksites (excluding secured vehicles in parking lots), or in any Employer provided vehicles.

**Letter of Agreement
Regarding Board Meetings**

During collective bargaining concluding in _____, 2018, the parties agreed as follows:

The Employer agrees that an employee representative of the bargaining unit members will be allowed to make an annual presentation to the Board at the March meeting. No less than fifteen (15) minutes will be allocated on the agenda for this presentation.

This Letter shall be attached to and considered part of the parties' collective bargaining agreement.

For the Employer:

For the Union:

Dated: _____

Dated: _____

**Letter of Agreement
Regarding Grocery Lead Clerk/Wellness, Grocery
Wellness Coordinator, and Grocery Purchasing Lead**

During collective bargaining concluded in _____, 2018, the parties agreed as follows:

Julie Kohls and Tina Fox will be offered the position of Grocery Lead Clerk/Wellness, effective as of the first day of the pay period following ratification. Dean Walczynski and Janice Matthews will be offered the position of Grocery Wellness Coordinator, effective as of the first day of the pay period following ratification. If any of these employees accept these positions, they will have a sixty (60) calendar day trial period, as provided in Article 10.

Pete Schulz will have scheduled receiving work, effective as of the first day of the pay period following ratification. He will receive Group 3 Premium Pay for such work at his current step.

This Letter shall be attached to and considered part of the parties' collective bargaining agreement.

For the Employer:

For the Union:

Dated: _____

Dated: _____

**Letter of Agreement
Regarding One-Time Receipt of PTO**

During collective bargaining concluded in _____, 2018, the parties agreed as follows:

All eligible employees will receive a one-time addition to their PTO accrued balance as follows:

- (1) Full-time employees will receive eight (8) hours of PTO; and
- (2) Part-time employees will receive four (4) hours of PTO.

For purposes of this Letter, eligible employees are only those employees who were in the bargaining unit at the time of ratification and who are still employed at the end of the Employer's 2018 fiscal year.

Eligible employees shall receive the additional hours of PTO in the first pay period of the Employer's 2019 fiscal year.

This Letter shall be attached to and considered part of the parties' collective bargaining agreement.

For the Employer:

For the Union:

Dated: _____

Dated: _____

Back Cover

It is the shared purpose of the parties to this Contract, with their different roles and responsibilities, to sustain Whole Foods Community Co-op, Inc.'s ("WFC") distinctive values-based approach to business, ensure WFC's financial health and sustainability, and provide unparalleled service to Owners, customers and the broader community alike.

The employees of WFC are committed to uphold that which distinguishes WFC within the local community, namely:

- (1) The consumer-owned and democratically-controlled cooperative business structure;
- (2) Social, environmental and community-oriented values and policies that uphold WFC's ENDS Statement;
- (3) A reputation for providing exceptional customer service, offering quality products, and being a positive and productive workplace.

Employees of WFC recognize and take pride in the responsibility to provide exceptional service in support of WFC's ENDS. Employees further recognize that their vantage in interacting most directly with customers carries the responsibility to embody the shared purpose of the successful and sustainable operation of WFC.