

Whole Foods Community Co-op, Inc.
and
United Food and Commercial Workers Local 1189

September 26, 2017

Proposal No. 1
Preamble Articles of Agreement

This Agreement is made and entered into ~~on the~~ _____ day of _____ 2017, by and between Whole Foods Community Co-op, Inc., (“Employer”) and the United Food and Commercial Workers Local 1189 (“Union” or “UFCW”).

T/A 12:13 p.m. 6/7/2017

Comment: The Employer respectfully declines to include the additional preamble language proposed on 6/20/2017 in the labor contract. The Employer would be willing to include the language proposed on 8/25/2017 on the back cover of the contract.

Proposal No. 2
Union Proposal -- Article 1

The Employer recognizes the Union ~~is recognized~~ as the exclusive bargaining representative of the unit consisting of all ~~hourly~~ full-time and regular part-time employees employed by the ~~e~~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 ~~in~~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.

T/A 11:58 a.m. 6/20/2017

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 the Department Heads, Assistant Department Heads, and Managers on Duty who may perform bargaining unit work in exceptional circumstances.

T/A 11:58 a.m. 6/20/2017

Proposal No. 3
Union Proposal -- Article 1

OTHER AGREEMENTS:

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

T/A 2:50 p.m. 8/25/2017

Proposal No. 4
Article ____

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.

T/A 3:00 p.m. 8/25/2017

~~All employees shall, as a condition of continued employment, become and remain members in the Union on or after the thirtieth calendar day following the beginning of employment or the effective date of this Agreement, whichever is later. An employee may choose, however, in lieu of Union membership, to pay to the Union a service fee, representing that portion of usual and customary Union dues and fees attributable to collective bargaining, grievance processing, and contract administration.~~

MEMBERSHIP DUES AND ~~SERVICE~~ FEE DEDUCTIONS:

The Employer shall deduct Union dues and ~~service~~ 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. 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.

T/A 3:00 p.m. 8/25/2017

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, ~~suspend~~, 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.

T/A 3:00 p.m. 8/25/2017

Proposal No. 5 Union Proposal -- Article 2

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.

T/A 2:07 p.m. 5/5/2017

**Proposal No. 6
Union Proposal -- Article 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 ~~15~~twelve (12) hours per week. -Part-time employees will not be scheduled less than ~~15~~twelve (12) hours or fewer than two (2) shifts per week except by mutual agreement.

T/A 11:59 a.m. 6/20/2017

**Proposal No. 7
Union Proposal -- Article 3**

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. 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, except if a holiday falls in the week checks are prepared.~~ T/A 11:59 a.m. 6/20/2017

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. T/A 12:26 p.m. 6/7/2017

**Proposal No. 8
Union Proposal -- Article 3**

BASIC WORK WEEK:

The basic workweek shall be from 12:01 a.m. on Monday through midnight on Sunday. T/A 2:10 p.m. 5/5/2017

**Proposal No. 9
Union Proposal – Article 3**

OVERTIME PAY:

A. All work performed by hourly employees in excess of ~~eight (8) hours a day and~~ forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, ~~except as otherwise provided in this Agreement.~~

**Proposal No. 10
Union Proposal – Article 4**

WORK SCHEDULES:

A. ~~In all departments~~ ~~the~~ Employer will make every effort to set up schedule employees with a regular weekly schedule, while taking into account pre-approved time off requests work schedules that are consistent from week to week. Weekly Work schedules will be posted ~~two~~ ten (210) days weeks in advance of the first day of the pay period prior to the start of the work week. Any changes to the posted schedule will be by mutual agreement. T/A 12:24 p.m. 7/5/2017

B. ~~Employees will be permitted to notify~~ ~~the~~ Employer will make every effort to schedule employees based ~~of on~~ their preferred hours within their stated availability available hours. ~~and~~ ~~the~~ Employer agrees to take such preferred hours, and seniority, into consideration in scheduling employees will consider scheduling preferences based on the needs of the business, department seniority, and pre-approved time-off requests.

C. Employees may not be scheduled for more than five (5) days in any work week ~~on an involuntary basis, except by mutual agreement.~~ T/A 12:40 p.m. 6/7/2017

D. Employees shall be scheduled to have no less than ten (10) hours off between shifts, ~~unless otherwise requested by the employee~~ ~~except by mutual agreement.~~ T/A 11:05 a.m. 6/20/2017

E. ~~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).~~ Employees may be scheduled to work in both stores; the work location will be noted on the posted work schedule.

**Proposal No. 11
Union Proposal – Article 4**

CALL-IN:

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

~~agreements shall receive no less than four (4) hours work or pay in lieu thereof, except where the employee requests fewer hours and the Employer agrees.~~

**Proposal No. 12
Union Proposal -- Article 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.

T/A 11:10 a.m. 7/21/2017

**Proposal No. 13
Union Proposal -- Article 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 89 hours will receive a 30 minute paid meal break.
- 89 hours but less than ~~1011~~ 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 and-reasonable break time as frequently as need each day 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 eEmployer will make reasonable efforts to allow employees to take up to fifteen (15) minutes of unpaid meal time in conjunction with their paid meal period and of allowing~~ paid meal periods to be broken up into multiple breaks (example: 1 – 30 min., 2-15 min., 3 – 10 min.).

~~Minor differences with Union T/A 5/5/2017 – resolved 6/7/2017~~

**Proposal No. 14
Union Proposal – Article 5**

WAGE RATES:

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.

~~T/A 3:00 p.m. 8/25/2017~~

**Proposal No. 15
Union Proposal -- Article 6**

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.

~~T/A 10:28 a.m. 6/20/2017~~

**Proposal No. 16
Union Proposal -- Article 10 (as modified by Union 6/20/2017)**

SECTION 10.1: GRIEVANCE:

A. A grievance is defined as any ~~claim by either party relative to the dispute or disagreement concerning the application or~~ interpretation of ~~or adherence to the terms and provisions of~~ this Agreement. ~~T/A 11:15 a.m. 7/21/2017~~

B. The steps in the grievance procedure are as follows: ~~T/A 11:15 a.m. 7/21/2017~~

Step 1: When a grievance arises, the employee (with or without a Union representative) will attempt first to settle the matter with the ~~Store Manager or Human Resource Manager~~ Employer. ~~T/A 11:15 a.m. 7/21/2017~~

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 ~~the contract and 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 Employer the Human Resources Manager within fifteen (15) calendar days following the exhaustion of Step 1. ~~The Employer will comply with all information requests as required by law, including wage data.~~
T/A 11:15 a.m. 7/21/2017

Step 3: Within fifteen (15) calendar days following the receipt of the Step 2 written grievance by the Employer, ~~representatives of~~ the Union and the Employer will meet in an attempt to resolve the grievance. ~~The time limits may be extended by mutual agreement. The Employer may issue a written decision following the Step 3 meeting.~~
T/A 3:03 p.m. 8/25/2017

Step 4: If the grievance is not resolved in Step 3, then either party may refer the matter to mediation as provided in Section 10.2 below. T/A 11:15 a.m. 7/21/2017

C. ~~For G~~grievances regarding discharge ~~or discipline~~ without just cause, Step 1 may be skipped, but the grievance must be filed in writing at Step 2 with the Employer ~~and the Union~~ 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 and thirty (30) calendar days after the receipt of any discipline by the employee. Any other ~~claimed~~ grievance ~~of any kind to be acted upon or accepted as valid for any reason~~ must be filed in writing at Step 2 with the Employer ~~and the Union~~ 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 ~~Regardless of the date of filing, the~~ employee will receive the full back pay to which the employee is entitled for a valid grievance, up to ~~and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.~~

~~D. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, and C above.~~
T/A 11:15 a.m. 7/21/2017

SECTION 10.2: MEDIATION:

Any ~~discharge or~~ dispute or disagreement that cannot be resolved under the provisions of Section 10.1 may be referred by mutual agreement to nonbinding grievance

~~mediation. If agreed, the Union shall notify the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing and request appointment of a grievance mediator. Such request shall be made within ~~fifteen~~ twenty (15/20) calendar days following the Step 3 meeting. ~~following the exhaustion of the remedies in Section 10.1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.~~~~

~~T/A 3:03 p.m. 8/25/2017~~

SECTION 10.3: ARBITRATION:

A. If a dispute or ~~discharge-disagreement~~ is not resolved by the provisions of Sections 10.1 and 10.2, either party under _____ or _____, the Union may refer the matter to arbitration by written notification to the ~~other party, in writing~~ Employer of ~~their~~ its desire to arbitrate ~~the issue 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.~~

~~T/A 3:03 p.m. 8/25/2017~~

B. ~~A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral third (3rd) party, either party may~~ The petition the Federal Mediation and Conciliation Service (FMCS) petition shall request for 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. ~~T/A 11:15 a.m. 7/21/2017~~

C. The arbitrator shall meet with the parties to the dispute, hear all evidence, ~~in the case or cases referred~~ and render a decision as soon as possible 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. ~~T/A 11:15 a.m. 7/21/2017~~

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. ~~T/A 11:15 a.m. 7/21/2017~~

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. ~~T/A 11:15 a.m. 7/21/2017~~

F. The decision of the arbitrator shall be final and binding upon all parties to the dispute the Employer, the Union, the grievant (and all other employees, if applicable). ~~T/A 11:15 a.m. 7/21/2017~~

~~G. — Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision. T/A 11:15 a.m. 7/21/2017~~

~~**SECTION 10.4: LIMITATIONS ON ARBITRATOR:**~~

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

~~T/A 3:03 p.m. 8/25/2017~~

~~**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. T/A 11:15 a.m. 7/21/2017~~

~~**SECTION 10.5: 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.~~

~~T/A 3:03 p.m. 8/25/2017~~

~~The time limits set forth ~~above 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. ~~The time limits may~~ 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. T/A 11:15 a.m. 7/21/2017~~

Proposal No. 17
Article _____ -- Probation

Newly hired employees shall be considered to be on probation for the first ~~ninety~~ sixty (~~90~~60) calendar days of employment. By mutual agreement between the Employer and the employee made ~~during~~ no less than ten (10) calendar days prior to the expiration of the initial probation period, and upon written notice to the Union, 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. Probationary employees shall neither receive, accrue, nor utilize any fringe benefits including, but not limited to, [vacation]. ~~However, the Employer may permit a probationary employee to receive, accrue, and utilize some or all of the fringe benefits set forth in this Agreement if, in the Employer's sole judgment, it is helpful to do so for recruitment and retention purposes.~~

Seniority shall not apply to probationary employees except for purposes of layoffs, reductions of hours, and recalls. Upon successful completion of probation, the employee's seniority shall be back dated to the time of hire, the employee shall be given credit towards fringe benefits for the time spent on probation, and the employee shall be eligible to utilize and receive all fringe benefits for which the employee may otherwise qualify.

Proposal No. 18
Article ____ -- Seniority

SENIORITY:

Each employee shall have both date-of-hire and ~~job classification department~~ seniority. The departments are as follows: (1) Admin.; (2) Deli; (3) Front End; (4) Grocery; and (5) Produce.

Date-of-hire seniority shall be determined from the employee's most recent start date with the Employer. ~~Job classification Department~~ seniority shall be determined by date of appointment to a position within that ~~job classification department~~. An employee who changes to a different ~~job classification department~~ for any reason shall retain all seniority accrued in the former ~~job classification department~~, which accrued seniority shall be reinstated if and when the employee ever returns to the former ~~job classification department~~. Any tie in ~~job classification department~~ seniority between two (2) or more employees shall be broken by consideration of original date-of-hire seniority. Any remaining tie shall be resolved by a flip of a coin. During a leave of absence, seniority shall accrue for only the first ninety (90) calendar days.

Seniority shall be lost by any of the following circumstances:

- a) Discharge for just cause;
- b) Voluntary quit;
- c) Failure of the employee to ~~return to work upon respond to a notice of~~ recall from layoff within ten (10) calendar days of the date on which the notice is postmarked;
- d) ~~Failure of the employee to accept restoration of reduced hours;~~
- ~~e) Continuous lay-off of greater than twelve (12) months;~~
- ef) Retirement;
- gf) Failure of the employee to return to work from a leave of absence; and

hg) Failure to apply for work within the statutory time limit following completion of a military leave of absence;

~~i) In circumstances not covered above, continuous absence from work of greater than six (6) months for any reason.~~

By February 1st of each year, the Employer shall post at both stores a seniority list current as of the immediately preceding December 31st. Any objections to the list shall be grieved in writing within the grievance deadline of Article _____. In the absence of any timely grievances, the list shall be deemed conclusive.

VACANCIES:

If a vacancy occurs in a position covered by this Agreement, the Employer shall post the vacancy for ~~five~~seven (57) calendar days. The notice shall include the minimum qualifications for the position and the deadline for bidding on the vacancy. Employees who meet the minimum qualifications and are available to perform the work may apply and shall be considered by the Employer. However, any employee who has received a second written warning within six (6) months of the date of the posting shall not be eligible to apply. The Employer may concurrently seek applicants from outside of the bargaining unit. The vacancy may be filled on a temporary basis, not to exceed ~~six~~four (64) weeks, during the posting, bidding, and hiring process. Employees shall bid on the vacancy on forms provided by the Employer. In filling the vacancy the Employer ~~may~~will select the most qualified internal ~~or outside~~ applicant for the position. However, if there are no qualified internal applicants, the Employer may hire from outside of the bargaining unit. If the Employer determines that two (2) or more applicants are equally qualified, the Employer shall select the applicant with the most relevant ~~job classification~~ seniority. Any successful bargaining unit bidder 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 ~~his or her~~their former position. Such employee shall have the option of returning to ~~his or her~~their former position within ~~thirty~~sixty (3060) calendar days without loss of seniority.

LAYOFF, REDUCTION IN HOURS, AND RECALL:

If the Employer decides to reduce the number of employees in a given ~~job classification~~ department, or to reduce the hours of work in a given ~~job classification~~ department, it shall do so by laying off or reducing the number of hours by reverse ~~job classification~~ department seniority among those working in that ~~job classification~~ department, provided that the remaining employees working in that ~~job classification~~ department are qualified to do the remaining work. By written agreement between the Employer and an employee, ~~job classification~~ department seniority need not be followed. "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 date-of-hire and ~~job~~

~~classification~~department seniority but further accruals shall cease. When an employee is selected for layoff or hours' reduction, the employee may bump an employee in another bargaining unit job classification within the department having less date-of-hire seniority. Also, the employee to be bumped must be the least senior employee in the other job classification; and ~~the~~ bumping employee ~~must have worked in the other job classification as a non-probationary employee during the preceding one (1) year and the bumping employee~~ must be ~~otherwise~~ qualified.

The Employer shall not use temporary or probationary employees or any persons outside of the bargaining unit to do bargaining unit work while any qualified employee is on layoff or reduced hours and requests work.

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 must be qualified to perform the available work.

Proposal No. 19
Article __ -- Jury and Witness Duty

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 unpaid leave. 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.

Proposal No. 20
Article __ -- Bereavement

BEREAVEMENT LEAVE:

After completing the probationary period, all employees shall be entitled to up to three (3) days unpaid 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, grandparents, children, siblings, mother-in-law, and father-in-law. Additional unpaid leave or unpaid leave for an individual who is not an immediate family member may be granted on a case-by-case basis by the Human Resources Department.

Proposal No. 21
Article ____ -- Other Leaves of Absence

The Employer shall provide paid and unpaid leaves of absence as required by law. 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.

Proposal No. 22
Union Proposal – Article 12

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.

T/A 2:18 p.m. 5/5/2017

Proposal No. 23
Union Proposal – Article 12

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 ~~their~~ arrival at the store.

T/A 3:27 p.m. 7/5/2017

Proposal No. 24
Union Proposal – Article 12

LABOR MANAGEMENT COMMITTEE:

A committee composed of no more than three (3) bargaining unit members and one (1) Union representatives and an equal number of up to four (4) Employer representatives shall be established for purposes of discussion ~~and resolution of any problems occurring 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 ~~10~~.
T/A 3:28 p.m. 7/5/2017

Proposal No. 25
Union Proposal – Article 12

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.

T/A 2:20 p.m. 5/5/2017

B. The Union agrees to issue a Union store card or “Union Label” window decal to the Employer. Such Union store card ~~and-or~~ 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.

T/A 2:20 p.m. 5/5/2017

Minor differences with Union T/A 5/5/2017 – resolved 6/7/2017

Proposal No. 26
Union Proposal – Article 12

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 ~~safety~~ committee meetings will be kept and a copy provided to the Union posted electronically. T/A 12:01 p.m. 6/20/2017

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. T/A 12:01 p.m. 6/20/2017

Proposal No. 27
Union Proposal – Article 19

NO STRIKES:

In consideration of the Employer's commitment as set forth in Section ~~20.2~~ 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 ~~whether or not a violation of this Section has occurred~~ may be processed through the grievance procedure set forth in Article ~~10~~.

T/A 2:38 p.m. 7/21/2017

NO LOCKOUTS:

In consideration of the Union's commitment as set forth in Section ~~20.1~~ of this Agreement, the Employer shall not lock out employees during the term of this Agreement.

T/A 2:38 p.m. 7/21/2017

Proposal No. 28 Union Proposal – Article 20

BOARD POSITIONS:

Comments: The Employer respectfully declines this Union Proposal, but notes that any owner may attend any regular meeting of the Board of Directors.

The Board of Directors would consider adding an employee presentation to the Board's annual calendar.

Proposal No. 29 Article __ -- Drug and Alcohol Policy ~~and Testing~~

An employee who is discharged for violating the Employer's drug and alcohol policy (see Appendix B) 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.

APPENDIX B

No employee shall ~~use, sell, solicit, or illegally possess, or transfer~~ drugs any controlled substance or alcohol while working or ~~while~~ on any Employer premises, ~~(including parking lots) or Employer work-sites~~ or while using Employer provided vehicles, wherever located. 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 report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off on any Employer property premises, Employer worksites or use Employer provided vehicles while under the influence of alcohol. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or 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.

~~The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act.~~

Proposal No. 30 Article __ -- Weapons Policy

No employee shall use or possess or threaten the use of a weapon (excluding work knives) while on duty, while on Employer property, or while in an Employer vehicle.
Withdrawn 2:48 p.m. 8/25/2017

Proposal No. 31 Article __ --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.

T/A 2:23 p.m. 5/5/2017

Minor differences with Union T/A 5/5/2017 – resolved 6/20/2017

Proposal No. 32
Article __ -- Discipline and Discharge

The Employer shall not discipline, ~~suspend~~, or discharge an employee without just cause. For serious misconduct, as defined in Appendix A, employees are subject to immediate discharge. For other misconduct or poor performance, the Employer shall generally follow progressive discipline steps, and unless progressive discipline steps have been followed. 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~~in cases of serious misconduct, including, but not limited to, disrespect towards a customer, sexual or other harassment, violation of the drug and alcohol policy, violation of the weapons policy, theft, assault, falsification of any business record, fighting, and intentional property damage.~~

T/A 2:47 p.m. 8/25/2017

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.

T/A 2:47 p.m. 8/25/2017

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.

T/A 12:21 p.m. 9/18/2017

APPENDIX A

"Serious misconduct" within the meaning of Article __ 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.

T/A 2:47 p.m. 8/25/2017

Proposal No. 33
Article ___ -- 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.

T/A 2:27 p.m. 5/5/2017

Proposal No. 34
Article ___ -- 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.

T/A 2:28 p.m. 5/5/2017

Proposal No. 35
Article ___ -- Draftsmanship ~~and Proposals~~

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. ~~No proposal~~

~~made and then modified or withdrawn by a party during the negotiations for this Agreement may be cited by either party in any grievance, arbitration, or litigation related to this Agreement.~~

~~T/A 12:55 p.m. 8/25/2017~~

Proposal No. 36
Article ____ -- Term

This Agreement shall be in effect from _____, 2017, to _____, 201____, 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.

The Employer reserves the right to add to, change, and delete from these proposals during negotiations. The withdrawal of any proposal herein or hereafter made shall be without prejudice to the Employer's position on the proposal. The Employer's bargaining committee has the authority to enter into tentative agreements, but all tentative agreements are subject to the approval of the Employer.