

Tentative Agreement (Voting Document) Between TCCP DBA The Wedge Co-op and UFCW Local 1189

Contract Term

April 1, 2019-March 31, 2022

1.6 Employee List

The Employer shall supply to the Union on a monthly basis an electronic list of employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location and company employee ID number. The employer will also include an electronic list of new hires and terminations during the previous week. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. However, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

1.7 Orientation

The Employer agrees that it will permit Union representatives and/or stewards to meet with members of the bargaining unit at new employee orientations for up to 30 minutes to discuss the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with the new employee orientation schedule, and will communicate any changes to the schedule as soon as possible. The Employer will notify the union with as much notice as possible when members of the bargaining unit will attend a new employee orientation.

1.8 Relocation

In the event that the Employer moves its Wedge store located at 2105 Lyndale avenue south in Minneapolis to operate in another location, the Employer agrees that the recognition clause shall be modified to reflect such changed address.

1.9 Successors and Assigns

This agreement shall insure to the benefit of the parties and their successors and assigns.

4.1 (G) Union Request of Schedules

It is agreed that the Employer will provide schedules for all associates and departments when asked by the Union.

7.3 – Layoff, Reassignment & Recall

Layoff will be by reverse seniority, with the least senior one being the first one to be laid off. Employees on layoff will be recalled by seniority with the most senior being recalled first.

In the event that a position is eliminated and the employee is reassigned to a position with a lower pay grade, the employee will maintain their current rate of pay and progress through their current pay grade.

7.4 Subcontracting

The Union and the Employer agree that the Employer shall not contract out services that would affect bargaining unit employees without first notifying the Union of such. The Employer agrees to meet with representatives of the Union to discuss and explore possible alternatives to subcontracting. The union acknowledges that the Employer has existing subcontracting arrangements; this paragraph applies to new arrangements that would affect the work currently done by bargaining unit employees.

7.5 Job Postings

(Add as second sentence in paragraph)

In addition to the online job posting, the Employer will post all TCCP job openings on a bulletin board by the upstairs timeclock and in at least one downstairs location on Mondays.

12.7 Food Bins

For the life of this agreement active employees will continue to have access to free food bins.

SECTION 8.1: Vacation Accrual

Employees will accrue vacation at the following rates:

Years of Service:	Accrual Rate:	Days of Vacation:
0-2	.0157 hours/hour worked	4 days
3-5	.0359 hours/hour worked	9 days
6-9	.0570 hours/hour worked	14 days
10+	.0789 hours/hour worked	19 days

SECTION 8.3: Sick and Safe Time Leave

Remove 8.3: H and I

Proposed Language:

All TCCP employees are eligible to accrue paid Sick and Safe Time leave at an accrual rate of .0334 hours per hour worked, with a maximum accrual of 48 hours per year. Unused Sick and Safe Time leave may be carried over to the next year, not to exceed a maximum of 80 hours. Employees begin accruing at the date of hire and can begin using accumulated leave hours after 90 calendar days from date of hire.

The Sick and Safe Time ordinances are intended to allow employees to care for themselves and family members, making a healthier, more secure, and more productive community. If you plan to use Sick and Safe Time leave for scheduled appointments, notify your supervisor as far in advance as reasonably possible. Employees may be asked to provide a documented explanation to Human Resources for absences more than three consecutive days. For unscheduled Sick and Safe Time leave, please contact your supervisor immediately, prior to your scheduled start time.

Employees can use their leave for vacation purposes or for all the reasons outlined below:

- Treatment, recuperation, or preventative care for a medical or mental health condition, illness, or injury.
- To seek law enforcement, counseling, or other services for domestic abuse, sexual assault, or stalking.
- Closure of an employee's place of business for public health reason.
- Needs related to medical health, mental health, or physical safety of a family member (child, spouse, domestic partner, parent, grandparent, or member of the household); or unexpected closure of a family member's school or place of care, including inclement weather.

SECTION 8.4: Payout

The maximum number of vacation hours that an employee may have in their bank at the end of the fiscal year (June 30th) is 160 hours. Any vacation hours in excess of 160 will be forfeited.

Employees will be paid out for all accrued and unused vacation (up to 160 hours) and Sick and Safe Time (up to 80 hours) upon termination of employment.

There will be a one-time payout of all vacation hours in excess of 160 in July 2019.

Appendix A

1. Effective upon ratification, employees will be placed into the Year 1 scale based on their years of service. Employees will progress through the scale on their anniversary date.
2. Effective April 1, 2020, employees will be placed into the Year 2 scale based on their years of service. Employees will progress through the scale on their anniversary date.
3. Effective April 1, 2021, employees will be placed into the Year 3 scale based on their years of service. Employees will progress through the scale on their anniversary date.

If an employee's current wage is above the scale, their rate will remain the same until they reach scale in the wage progression.

Current employees whose (1) wage rate is higher than the scale in the wage progression, or (2) who would not qualify for an annual pay increase of at least \$.40 per hour, will be eligible for up to a \$.40-per-hour bonus based on actual hours worked during the 12-month period prior to their anniversary date. The bonus will be paid on the pay date after the employee's anniversary. Employees who receive less than a \$.40-per-hour increase will receive a bonus consisting of the difference between \$.40 and their actual increase.