

| 9/26/17

Collective Bargaining Agreement

between

United Food and Commercial Workers Union  
Local 1189

and

Whole Foods Co-op

**THIS IS A PROPOSAL**

**THE UNION RESERVES THE RIGHT TO ADD, MODIFY OR DELETE ANY PROPOSAL(S)**

**EACH ARTICLE IS ITS OWN PROPOSAL**

|

**The Union Employees of Whole Foods Community Co-op, Inc. (WFC) recognize the shared purpose of Employees, Management and the Board of Directors, within their ascribed roles, to sustain our values, implement our policies and ensure our financial health and sustainability.**

**We are committed to uphold the structures, policies and values that distinguish WFC within the community, namely:**

- the jointly-owned and democratically-controlled cooperative business structure;**
- the support, investment, partnerships and programming that sustain a healthy community including, but not limited to, a healthy regional food system;**
- the provision of quality products and exceptional customer service;**
- the reputation as a positive, productive, respectful and just workplace.**

**We view the rights and benefits defined in this Agreement as the foundation from which we Employees can work securely alongside Management and the Board of Directors toward our shared purpose of the successful and sustainable operation of WFC.**

Company name

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## ARTICLES OF AGREEMENT

This Agreement is entered into by and between Whole Foods Community Co-op, Inc., (“Employer”) and the United Food and Commercial Workers ~~Union~~-Local ~~No.~~ 1189 (“Union” or “UFCW”). **TA 6/07/17**

ARTICLE 1  
UNION SECURITY

SECTION 1.1: RECOGNITION:

The Employer recognizes the Union as the exclusive bargaining representative of the unit consisting of all ~~hourly~~-full-time and regular part time employees employed by the ~~employer~~ **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. **TA 6/20/17**

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. **TA 6/20/17**

SECTION 1.2: 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. **TA 8/25/17**

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. **TA 8/25/17**

C. **Orientation: 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 the Employer's scheduled orientation process 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. The employer will give the Union at least twenty-four (24) hour notice for orientations.**

SECTION 1.3: OTHER AGREEMENTS:

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. TA 8/25/17

SECTION 1.4: MEMBERSHIP DUES CHECKOFF AND FEE DEDUCTIONS:

A. 1) The Employer agrees to deduct Union dues and initiation fees from the wages earnings of any employees who has executed and in the bargaining unit who voluntarily provided to the Employer's Finance Department with a written check-off authorization form, which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. The Employer will make such deduction will be made by the Employer from the wages of the employees from each paycheck and will shall be transmitted remit such deductions to the Union within five (5) business days of the end of each month. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee's wages in the immediate following bi-weekly paycheck at the time which is the usual and customary time for dues and initiation fees deductions and promptly remitted. Said amount will thereupon be transmitted 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 the purposes of complying with the Article, or in reliance on any lists, notices, or authorizations that were furnished o the Employer by an employee or by the Union.

~~Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.~~

TA/9/26/17

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

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

C. 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. TA 8/25/2017

SECTION 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  
CLASSIFICATION OF EMPLOYEES

SECTION 2.1: 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. **TA 5/5/17**

SECTION 2.2: 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. **TA 6/20/17**

SECTION 2.3: ~~FULL-TIME to PART-TIME RATIO~~ **PART-TIME to FULL-TIME REQUESTS:**

**In the event that hours are available, part-time employees will be allowed to request additional hours and/or request to be reclassified to full-time before the Employer hires additional employees.**

~~The Employer will maintain a minimum of 70% Full-time employees in the bargaining unit.~~

~~———— No less than 50% of part-time employees will be scheduled for a minimum of twenty-five (25) hours per week.~~

ARTICLE 3  
PAY PERIODS, WORK DAY, WORK WEEKS

SECTION 3.1: 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. [TA 6/20/17](#)

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. [TA 6/7/17](#)

SECTION 3.2: BASIC WORK WEEK:

The basic workweek shall be from 12:01 a.m. on Monday through midnight on Sunday. [TA 5/5/17](#)

SECTION 3.3: 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.

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

ARTICLE 4  
SCHEDULES

SECTION 4.1: 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. TA 6/20/17

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

C. Employees may not be scheduled for more than five (5) days in any work week , except by mutual agreement. TA 6/7/17

D. Employees shall be scheduled to have no less than ten (10) hours off between shifts, except by mutual agreement. TA 6/20/17

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 by mutual agreement; the work location will be noted on the posted work schedule.

F. Employees will apply for and be assigned a primary department where their hours will be scheduled and posted. In the event that insufficient hours are available in the department, employees will be offered hours in a different department where hours are available. The Employer will seek volunteers before reducing the least senior department employee.

SECTION 4.2: MINIMUM CALL-IN:

An employee who is called in to work outside of their regular ~~schedule shall receive no less than four (4) hours work or pay in lieu thereof, except where the employee requests fewer hours and the Employer agrees.~~ will be notified of the additional hours of work and will work all of those additional hours, except by mutual agreement. TA 9/26/17

SECTION 4.3: SPLIT SHIFTS:

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement. TA 7/21/17

SECTION 4.4: BREAKS AND MEAL PERIODS: TA 5/5/17 resolved TA 6/7/17

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 5  
WAGE RATES

SECTION 5.1: WAGE RATES:

The hourly rates of pay and salaries 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 of the wages for such classification. TA 8/25/2017**

SECTION 5.2: PAST EXPERIENCE:

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

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

SECTION 5.3: PAY FOR ADDITIONAL RESPONSIBILITIES:

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

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

SECTION 5.4: WEEKEND DIFFERENTIALS:

Hourly employees working at least four (4) hours on both Saturday and Sunday will receive an additional \$ .50 premium for all hours worked on Sunday.

#### SECTION 5.4: CONTINGENCY PAY

An employee is eligible for Contingency Pay for hours worked in response to a management request to fill all of a shift or a minimum of one half hour of a shift on an emergency (notice of less than 24 hours) basis and to provide this emergency fill-in assistance outside of his/her regularly scheduled hours.

Employees will receive an additional Two Dollars (\$2.00/hour) for hours or portions of hours worked under the definition of Contingency Pay.

Managers and other salaried staff are not eligible for contingency pay. Department Supervisors and Assistant Managers who are paid hourly are not eligible for contingency pay as it is a requirement of their job description to ensure shifts are covered in their department.

ARTICLE 6  
OTHER WORKING CONDITIONS

SECTION 6.1: MEETINGS:

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

SECTION 6.2: TOOLS, BOOTS, and UNIFORMS:

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

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

B. Boots: The employer shall all employees who require work boots or non-slip safety shoes to perform their job duties with \$75 per year for work boots or non-slip safety shoes. Such employees shall be allowed to accrue up to a total of \$225 over a three (3) year period for the purpose of purchasing work boots or non-slip safety shoes. In order to receive these funds, employees must provide the Employer with proof of purchase.

C. Uniforms: If a specific uniform or insignia is required by the Employer, that uniform will be provided. When a uniform is required, the Employer will provide sufficient quantity to each employee to allow for ease of laundering. The Employer will replace worn uniforms at no cost to the employee.

SECTION 6.3: TRAVEL TIME AND MILEAGE:

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

SECTION 6.4: DISCOUNTS:

A. Full-time and Part-time employees will receive a 20% employee discount on all purchases at Whole Foods Co-op retail locations.

B. Full-time and part-time employees with at least twenty (20) years of service will receive lifetime employee discounts.

#### SECTION 6.5: EMPLOYEE EDUCATION:

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

The Employer will provide and/or reimburse employees for classes that the Employer and employees mutually agree pertain to the professional development of employees. The maximum amount that will be reimbursed is \$500 per employee per year, upon receipt of proper documentation.

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

#### SECTION 6.6: 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. [TA 6/20/17](#)

#### SECTION 6.7 STAFFING LEVELS:

The Employer and the Union will meet to establish minimum staffing levels. In the event that these levels are not met, employees who are working “short” in their department will receive an additional premium of \_\_\_\_\_ for all hours worked when understaffed.



ARTICLE 7  
SENIORITY

SECTION 7.1: DEFINITION OF SENIORITY:

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

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

SECTION 7.2: PROBATION:

All newly hired employees ~~will~~ **shall be considered to** be on probation for ~~thirty-sixty (30-60)~~ **thirty-sixty (30-60)** 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. **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.**

SECTION 7.3: LAYOFF AND RECALL:

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

SECTION 7.4: TERMINATION OF SENIORITY:

~~An employee's seniority~~ **Seniority and employment shall be terminated if the employee lost under the following circumstances:**

- A. **Discharged for cause;** ~~Quits;~~
- B. ~~Is discharged for cause~~ **Voluntarily 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 sent by certified mail is postmarked;**
- D. **Continuous lay-off of greater than 12 months;**
- E. **Retirement;**
- F. **Failure of the employee** ~~Fails to return to work from any of the leaves~~ **leave of absences-absence; referenced in Article 11 of this Agreement within the time limits contained therein; and**

**G. Failure to apply for work within the statutory time limit following completion of a military.**

~~D. Fails to respond within ten (10) calendar days of the date the notice to return to work is registered with the U.S. Mail Services.~~

SECTION 7.5: ~~JOB POSTING~~VACANCIES:

~~The~~ If a vacancy occurs in a position covered by this Agreement, the Employer ~~will~~ shall post ~~all openings for bargaining unit positions~~ the vacancy for seven (7) calendar days. ~~The notice shall include the minimum qualifications for the position and the deadline for bidding on the vacancy. Employees who meet the minim qualification and are available to perform the work may apply and shall be considered by the Employer. However, any~~ 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. However, if an~~ employee who has received ~~disciplinary action at the suspension level or higher~~ a second written warning ~~in the~~ within six (6) months of the date of the ~~prior to the time the employee wishes to apply for a~~ posting, the employee shall not be eligible to apply ~~for the posting.~~

The Employer may concurrently seek applicants from outside of the bargaining unit. The vacancy may be filled on a temporary basis, not to exceed four (4) 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 ~~The~~ Employer will, ~~through an interview process, determine and~~ select the most qualified internal applicant ~~candidate~~ for the position. ~~If no internal applicant applies, or the applicants lack the required qualifications or the skills to become qualified, the employer may hire from outside the bargaining unit. If the Employer determines that~~ two (2) or more candidates for a particular position are equally qualified, the Employer ~~will~~ shall select the ~~most senior candidate~~ applicant with the most 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 their former position. Such employee shall have the option of returning to their former position within the sixty (60) calendar days.

SECTION 7.6: JOB DESCRIPTIONS:

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

SECTION 7.7: SENIORITY LIST:

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

ARTICLE 8  
PAID TIME OFF

SECTION 8.1: VACATION ACCRUAL:

Employees will accrue vacation 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
10+	.09 hours/hour

\*Accruals are based on all hours paid..

SECTION 8.2: VACATION SCHEDULING:

A. ~~A vacation schedule shall be posted by January 2 and v~~ Vacations **will be** selected **three (3) times a year** on the basis of seniority within the employee's classification **as follows:**

~~by January 31 of each year for the period from March 1 through the following February 28/29.~~

**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.**

Requests for vacation must be submitted in writing. The approved vacation schedule shall be posted by February 15 of each year.

B. Vacation requested ~~after January 31~~ **outside the seniority requesting period out-lined in paragraph "A" above** will be granted on a first come basis as outlined below.

C. Employees shall be allowed to take their vacations in hourly increments.

D. Requests to use vacation must be made ~~no later than seventwenty-one (21) days in advance. prior to the posting of the schedule for the period when the vacation is used.~~

E. Vacation requests will be granted as mutually agreed to by the Employer and an employee. Vacation requests will not be unreasonably denied, and the decision as to whether or not to grant a vacation request will be based on business needs.

F. The Employer will respond to vacation requests within seven (7) calendar days unless the department head or individual responsible for the scheduling in the department is unavailable in which case the department head or such individual will respond within three (3) days after returning to work or within fourteen (14) days, whichever is shorter.

SECTION 8.3: HOLIDAYS AND PERSONAL DAYS:

A. There will be four (4) paid holidays: New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day per calendar year.

B. All full-time employees will be paid eight (8) hours times their straight time rate of pay for each of the listed paid holidays. All part-time employees will be paid four (4) hours times their straight time rate of pay for each of the listed paid holidays.

C. In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a listed paid holiday occurs, the week in which the listed paid holiday occurs, or the week after the week in which the listed paid holiday occurs. In addition, the employee must work their scheduled work day before and after the listed paid holiday unless excused by the Employer or absent due to proven illness.

D. If a paid holiday occurs during an eligible employee's vacation, the employee will receive the paid holiday and will have the choice as to whether or not to use paid vacation for the holiday.

E. Work on listed paid holidays will be staffed with volunteers first. If there are insufficient volunteers, the Employer will schedule the required number of employees by rotation according to the department's practice. In the event more employees volunteer than are needed to staff a listed paid holiday, the work will be assigned by seniority in classification.

F. Compensation for work on listed paid holidays will be straight time for all hours worked up to eight (8) hours, in addition to holiday pay provided the employee is eligible for holiday pay.

G. There will be three (4) unpaid holidays: Easter Sunday, Memorial Day, Independence Day, and Christmas Eve. Hourly employees who work on a listed unpaid holiday will be paid at one and one-half (1 ½) their regular rate of pay for all hours worked.

H. All full-time employees and part-time employees will accrue personal days based on hours worked at a rate of .02 hours/hour up to a maximum of forty (40) hours per anniversary year to a maximum of one hundred sixty (160) hours. Personal days will be scheduled as mutually agreed to by the Employer and an employee.

I. Personal days used for absence will not accrue an attendance point.

SECTION 8.4: PAY OUT:

Employees who have accrued more than 160 hours of PTO time at the end of the Employee's anniversary year will be paid out for all accrued and unused vacation hours in excess of 160 hours.

Employees will be paid out all accrued and unused vacation and remaining personal days upon termination.

SECTION 8.5: UNPAID TIME OFF:

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

ARTICLE 9  
DISCHARGE AND DISCIPLINE/JUST CAUSE

SECTION 9.1: JUST CAUSE:

A. ~~No employee shall be disciplined or discharged~~The Employer shall not discipline or discharge ~~except for~~and 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 the progressive discipline depending on the circumstances, including but not limited to the employee's past conduct, work record, and the nature and seriousness or the misconduct. TA 8/25/17

B. 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. TA 8/25/17

C. 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. TA 9/18/17

SECTION 9.2: ~~FAILURE TO REPORT FOR WORK: (Employer proposal 16)~~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 Section shall not apply. This Section shall not be construed as permitting any unauthorized absences or tardiness. TA 5/5/17

ARTICLE 10  
GRIEVANCE AND ARBITRATION

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. **TA 7/21/2017**

B. The steps in the grievance procedure are as follows: **TA 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**. **TA 7/21/2017**

Step 2: If the grievance is not resolved under Step 1, it shall be reduced to writing **by the Union**. ~~It~~ **The written grievance** shall specify the alleged violation of ~~the contract~~ **this Agreement**, ~~and~~ shall state the facts giving rise to the grievance, **and shall state the remedy requested**. The written grievance must be submitted to the ~~Employer~~ **General Manager and 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.~~  
**TA 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**. **TA 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. **TA 7/21/2017**

C. ~~Grievances~~ **For 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. ~~Regardless~~ **Only with respect to grievances regarding pay, an** ~~of the date of filing, the~~ employee will receive the full back pay to which the employee is entitled for a valid grievance ~~and shall be collectable over a period of time covering up to two (2) years or back to the effective date of the Agreement, whichever is more.~~ **7/21/2017**



~~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.~~

#### **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 non-binding grievance mediation. If agreed, the Union shall notify Federal Mediation and Conciliation Services (FMCS) and request appointment of a grievance mediator, in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Section 10.1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.~~ **Such request shall be made in writing within twenty (20) calendar days 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. Step 3 meeting. TA 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 under \_\_\_\_\_ or \_\_\_\_\_, either party the Union may refer the matter to arbitration by written notification to the other party Employer of, in writing of their 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.~~ **TA 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 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 a 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.~~ **TA 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.~~ **TA 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. **TA 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. **TA 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)**. **TA 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.~~ **TA 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.~~ **The arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of the Agreement. nor shall t**

The arbitrator **shall** have ~~the no power to add to, subtract from, or authority to effect a change in,~~ **modify or amend** in any way any of the provisions of this Agreement. **TA 8/25/2017**

#### SECTION 10.5: TIME LIMITS:

The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. ~~The Any~~ time limits **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 11  
LEAVE OF ABSENCE

SECTION 11.1: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS LEAVE OF ABSENCE:

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

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

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

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

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

SECTION 11.2: UNPAID PERSONAL LEAVE OF ABSENCE:

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

B. Conditions of an unpaid personal leave of absence:

1) The employee must have worked for the Employer for at least six (6) months.

- 2) The employee must utilize all unused and accrued paid time off before taking an unpaid personal leave of absence.
- 3) Whenever possible, the employee should notify the Employer at least three (3) months in advance of when the employee desires to start their unpaid personal leave of absence.
- 4) The employee's health insurance, dental insurance, and other benefits will be discontinued during the period of unpaid personal leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.
- 5) The employee will be allowed to take an unpaid personal leave of absence only by mutual agreement. A request to take an unpaid personal leave of absence will not be unreasonably denied, and the decision as to whether or not to allow an employee to take an unpaid personal leave of absence will be based on business needs.
- 6) If approved, an unpaid personal leave of absence will be granted for thirty (30) days and, subject to further approval, may be renewed in thirty (30) day increments, up to a maximum of six (6) months.
- 7) Upon the expiration of an initial thirty (30) day unpaid personal leave of absence, the Employer will reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence. Upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence, but reinstatement to the employee's previous position and/or hours is not guaranteed. If the Employer is not able to reinstate an employee to their previous position and hours upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, for a period of six (6) months following the expiration of that unpaid personal leave of absence, the Employer will attempt to reinstate the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position. Upon the expiration of that six (6) month period, the Employer will have no obligation to reinstate the employee.
- 8) An employee who fails to return to work on the scheduled date at the expiration of an unpaid personal leave of absence will be considered to have voluntarily resigned, effective as of the employee's last day of work.

#### SECTION 11.3: FUNERAL LEAVE:

A. After completing the probationary period all employees, shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, children, step-children, brothers, sisters, step siblings, mother-in-law, father-in-law or

grandparents. In the event of the death of a spouse, or domestic partner, the employee shall be entitled to a maximum of four (4) days funeral leave.

“Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner’s welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. Funeral leave may be taken from the day of death through the day after the funeral. The employee must attend the funeral to be eligible for the leave.

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

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

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

#### SECTION 11.4: JURY DUTY:

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

#### SECTION 11.5: MILITARY SERVICE:

An employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

#### SECTION 11.6: FAMILY AND MEDICAL LEAVE ACT (FMLA)/MINNESOTA PARENTAL LEAVE:

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

#### SECTION 11.7: SCHOOL CONFERENCE AND ACTIVITY LEAVE:

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

#### SECTION 11.8: VICTIM, WITNESS, AND DOMESTIC ABUSE LEAVE:

An employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to testify.

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

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

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

#### SECTION 11.9: VOTING AND ELECTION LEAVE:

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

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

Employees serving as an election judge will be paid for all reasonable time spent as an election judge; the Employer will reduce these wages by the amount paid to the election judge by the election authority. In order to receive this pay, an employee who serves as an election judge must submit proof of the wages paid to him or her as an election judge to Human Resources.

SECTION 11.10: S.P.U.R. (Special Project Union Representative) LEAVE:

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

SECTION 11.11: SENIORITY:

Employees on approved leave will maintain their seniority.

SECTION 11.12: TEMPORARY REPLACEMENTS:

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer will have a right to select the employee who will replace the employee on leave. The employee who is chosen for the temporary assignment will be paid the appropriate pay grade.

SECTION 11.13: OTHER LEAVES:

The Employer will maintain any and all additional leaves currently offered to employees. In the event that the Employer offers leaves to non-bargaining unit members in excess of or in addition to the leaves provided under this Agreement, such leaves will also be provided to bargaining unit members.

ARTICLE 12  
UNION-EMPLOYER COOPERATION

SECTION 12.1: 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. **TA 5/5/17**

SECTION 12.2: 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 ~~their~~ arrival at the store.

SECTION 12.3: 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 \_\_\_\_.

SECTION 12.4: BULLETIN BOARD and "UNION LABEL":

A. A space will be provided **in the employee breakroom 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 cards or decals in a conspicuous area accessible to the public. **TA 5/5/17**

SECTION 12.5: EMPLOYEE SAFETY:

A ~~safety~~ committee composed of no less than one **(1) Union steward and up to one (1) bargaining unit representative from the Grocery, Produce, and Front End Departments elected by the bargaining unit employees in each department, and employee from each area of the store selected by the Union and an equal number of one (1) Management representative, shall be established at each store to discuss safety**



issues. Such committees shall ~~s, unless mutually agreed otherwise, will~~ meet **monthly, unless mutually agreed otherwise.** ~~at least quarterly to address safety conditions in the store.~~ Notes of the ~~safety~~ committee meetings will be kept and ~~a copy provided to the Union~~ **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.**

~~When a perceived safety condition occurs, it shall be immediately reported to a safety committee member who, in turn, shall report the problem to the appropriate supervisor. If action is not taken to eliminate the perceived safety concern or if the supervisor does not agree that a safety problem exists, the safety committee member or the Union steward has the right to report the problem to the Store Director. If the Union steward or committee member is not satisfied with the response from the manager or the latter's designee, the Union steward or committee member may address the problem through the grievance and arbitration process.~~ **TA 6/20/17**

#### SECTION 12.6: SEARCH OF EMPLOYEE VEHICLES:

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

ARTICLE 13  
HEALTH/DENTAL/VISION INSURANCE

The Employer will pay the full cost of single coverage for Health and Dental Insurance coverage for all employees working twenty (20) or more hours per week, and will pay 80% of the cost of employee + spouse, employee + child(ren), or family coverage for Full-time Employees who elect such coverage (in lieu of single coverage).

ARTICLE 14  
SHORT/LONG TERM DISABILITY INSURANCE

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

ARTICLE 15  
LIFE/AD&D INSURANCE

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

ARTICLE 16  
PROFIT SHARING

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

ARTICLE 17  
401(k)

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

ARTICLE 18

CONFLICT WITH LAW (Employer proposal 19)

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

| **TA 5/5/17**

**ARTICLE 19**  
**NO STRIKES-NO LOCKOUTS**

**SECTION 20.1: 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**. **TA 7/21/17**

**SECTION 20.2: 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. **TA 7/21/17**



ARTICLE 20

BOARD POSITIONS PRESENTATIONS TO THE BOARD OF DIRECTORS

~~There will be two board seats designated for bargaining unit members~~ Bargaining unit employees will be allowed to make a fifteen (15) minute presentation to the Board of Directors on a quarterly basis.

ARTICLE XX

MANAGEMENT RIGHTS

The ~~Company's right to manage is retained and preserved~~ management of the business and the direction of the working forces are vested exclusively in the Employer except ~~as where expressly abridged or modified by a the restrictive language~~ specific provision of ~~the 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. TA 8/25/2017

ARTICLE XX

DRUG AND ALCOHOL POLICY

An Employee who is discharged for violations to the Employer's drug and alcohol policy (See Appendix C) may file a timely grievance under the grievance and arbitration procedure of the 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 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. TA 9/26/17

**ARTICLE XX**  
**DRAFTSMANSHIP**

**Both parties contributed equally to the drafting of this Agreement. No part of this Agreement shall be construed against either party on the grounds of draftsmanship.**  
**TA 8/15/17**

**ARTICLE 21**  
**TERM OF AGREEMENT**

This Agreement and any Addendums shall take effect Month Day, 2017 and shall continue in full force and effect through Month Day, 2020 and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement, at which time either party desiring a change shall notify the other party in writing of the specific Sections or Articles they are desirous of changing so that negotiations may be started as early as possible during the sixty (60) day notice period. All attached Appendices are made a part hereof.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

For the Employer:

Whole Foods Co-op d/b/a  
Whole Foods Co-op

Name \_\_\_\_\_

Title \_\_\_\_\_

For the Union:

United Food and Commercial  
Workers Local No. 1189

Name \_\_\_\_\_

Title \_\_\_\_\_

Appendix "A"  
WAGES

Wage Rates, Salaries, and Additional Hourly Premiums  
Effective \_\_\_\_\_

Union will propose wages at a later date.

## Appendix "B"

"Serious misconduct" within the meaning of Article 9, 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 to another while on duty or on Employer property;
- (3) falsification of time cards or any 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, co-employee, a vendor, 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 violations of the Employer's AWAIR Plan; and
- (13) any other similarly serious misconduct.

TA 8/25/17

## 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. TA 9/26/17

Letter of Agreement

Regarding Employee Participation and Access to Board Meetings

The Employer agrees to the following:

1. An employee representative of the bargaining unit members will be allowed to make an annual presentation to the Board and no less than fifteen (15) minutes will be allocated on the agenda for this presentation.
2. To provide for greater transparency, minutes from all Board meetings will be posted and retained in a binder for all employees to access.
3. Employee owners may attend any Board meeting with twenty-four (24) hour notice. Individual owners can present to the Board with such prior notice.

## ADDITIONAL PROPOSALS

The Union will propose a points-based attendance system to be negotiated at a later date.

~~The Union will propose that a Union member be active on the co-op's Board of Directors at a later date~~ **(This is proposal 20)**

The Union will propose paid parental leave at a later date