

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

May 5, 2017

Proposal No. 1
Preamble

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”).

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.

~~Suppliers, vendors, salesmen, and non-bargaining unit employees shall not be permitted to perform bargaining unit work with the exception of the Department Heads, Assistant Department Heads, and Managers on Duty who may perform bargaining unit work.~~

Proposal No. 3
Article ____

UNION MEMBERSHIP:

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.

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 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. 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.

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.

**Proposal No. 4
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.

Proposal No. 5
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 hours per week except by mutual agreement.~~

Proposal No. 6
Union Proposal -- Article 3

PAY PERIOD/PAY DAY:

~~Each pay period shall consist of two calendar weeks~~Pay days are semi-monthly, usually on the 7th and the 22nd. However, if the pay date falls on a Saturday, a Sunday, or a bank holiday, the pay date will be no later than the next business day. 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.~~

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.

Proposal No. 7
Union Proposal -- Article 3

BASIC WORK WEEK:

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

Proposal No. 8
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; however, Managers on Duty may occasionally be interrupted during a break, but

may 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 minimum 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.).

Proposal No. 9 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, Union membership (or lack thereof), support for the Union (or lack thereof), or for engaging in protected activity, including Union activities.

Proposal No. 10 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.

Proposal No. 11
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 communications with employees 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.

Proposal No. 12
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.

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~~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.

Proposal No. 13
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~~___.

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.

Proposal No. 14
Article ___ -- Drug and Alcohol Policy and Testing

No employee shall use, sell, solicit, possess, or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. 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.

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. 15
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.

Proposal No. 16
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.

Proposal No. 17
Article ___ -- Discipline, Suspension, and Discharge

The Employer shall not discipline, suspend, or discharge an employee without just cause and unless progressive discipline steps have been followed. The steps are a first written warning, a second written warning, and discharge. The Employer may bypass one or more steps of

progressive discipline 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.

Proposal No. 18
Article ____ -- Grievances and Arbitration

Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. However, a supervisor may meet individually with any employee in order to discuss matters pertaining to that employee's performance of duties. Such discussions shall not be considered a Step One grievance meeting.

Step One: The employee, either individually or with a Union representative, shall discuss the matter with the employee's immediate supervisor. If no settlement is reached, the Union may, within ten (10) calendar days after receipt of the supervisor's verbal or written answer, appeal to Step Two.

Step Two: The grievance shall be reduced to writing by the Union ~~on an official grievance form~~ and filed with the General Manager or his or her authorized representative, who shall then have five (5) calendar days after receipt of the grievance to schedule a Step Two meeting with the Union, and who shall then have ten (10) calendar days after the meeting to give a written answer. If no settlement is reached, the Union may, within ten (10) calendar days after receipt of the answer, appeal the matter to Step Three or to Step Four.

Step Three: The parties may, but are not required to, agree to participate in nonbinding grievance mediation. If agreed, the Union shall petition the Minnesota Bureau of Mediation Services or the Federal Mediation and Conciliation Service for appointment of a grievance mediator. ~~The mediation shall be conducted within sixty (60) calendar days after the Union's receipt of the Step Two answer.~~

Step Four: If Steps One, Two, and Three fail to settle the grievance, the Union may submit the grievance to an arbitrator for resolution. The Union shall request from the Minnesota Bureau of Mediation Services or the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. For discharge cases, the arbitration hearing shall be conducted within four (4) months after the conclusion of Step Three mediation or, if none, within four (4) months after the Union's receipt of the Step Two answer. For other kinds of cases, the deadline shall be seven (7) months. The arbitrator's decision shall be rendered 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. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered only in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

No written Step Two grievance, other than wage claims, shall be filed or processed if based on an event occurring more than twenty (20) calendar days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim must be filed within twenty (20) calendar days after the applicable pay day. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step or if the sixty (60) calendar day, four (4) month, or seven (7) month mediation or arbitration deadline is not met, as the case may be. A failure or refusal of the Employer to respond at any step shall be deemed a denial of the grievance. Deadlines in this grievance and arbitration Article may be extended only by written agreement of the parties. An oral agreement to extend a deadline promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

Proposal No. 19
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.

Proposal No. 20
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, fax, or email.

Proposal No. 21
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.

Proposal No. 22
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.