

## VIREO/UFCW 1189

### UNION RESPONSE TO EMPLOYER INITIAL SET OF NON-ECONOMIC PROPOSALS

#### Blue changes- Employer

#### Red changes- Union

### ARTICLE 1 – RECOGNITION

#### OPEN

Section 2: ~~When new Employees are needed, the Employer shall notify the Union by email.~~ The Union shall have the opportunity to refer applicants for open Bargaining Unit positions to be filled. It shall be the sole determination of the Employer as to which applicant(s) shall be offered employment.

Section 6: As used in this Agreement, “full time Employees” are those regularly scheduled to work 32 hours or more per week, and “part-time Employees” are those regularly scheduled to work less than 32 hours per week. ~~An employee’s status will be reviewed every 6 months and determined by the average weekly hours worked over that period of time. Employees must make themselves available a minimum of 16 hours or four shifts per week month, and the Employer has no obligation to schedule or employ individuals who limit their availability to less than 16 hours or four shifts per week month averaged over a 3 month period.~~

### ARTICLE 2 - PAYROLL DEDUCTION

#### TA

Section 1: The Employer, upon written authorization/instruction from an Employee, shall deduct equally from each Employee paycheck beginning with the second (2<sup>nd</sup>) full calendar month of employment, the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership, and promptly remit the same to the Union on a monthly basis. If properly payable dues are not deducted by error, they should be deducted the following ~~pay period~~. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization received from Employees ~~or the Union~~.

### ARTICLE 4 – HOLIDAYS

#### TA

#### Union Reserves Right to Propose Additional Holidays in Economic Proposal

Section 1: The following days shall be recognized as paid holidays for all non-probationary Employees: New Year’s Day (beginning at 6 pm on New Year’s Eve), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. ~~The Company shall determine the~~

actual date of observance of these holidays annually, and shall provide notice to employees of same each January 1<sup>st</sup>.

Section 3: HOLIDAY WEEK: To be eligible for holiday pay, Employee must work their scheduled day before and after the holiday unless the Employee's absence is due to a legally-protected reason or pre-approved by the Employer.

## ARTICLE 5 - PAID TIME OFF

### TA

#### Union Reserves Right to Propose Additional PTO in Economic Proposal

Section 1: Employees shall accrue paid time off ("PTO") to use for vacation, personal business, appointments, personal or family issues, illness (including any reason protected by law, such as reasons covered by the Minnesota Earned Sick and Safe Time ("ESST") law) or leisure. Accrual shall begin on the first payroll period following active employment but the paid time off may not be used by the Employee during their probationary period, unless the reason for the use is covered by Minnesota's Earned Sick and Safe Time law.

Section 2: Employees shall accrue PTO as follows:

Length of Employment	PTO Hours Accrued Per Pay Period*	Maximum Accrual Per Anniversary Year	Maximum PTO Accrual
Less than 1 year	3.54	92	100
Between 1-3 years	5.00	130	164
Between 3-6 years	6.54	170	216
Between 6-12 years	7.31	190	260
Between 12-20 years	8.08	210	304
More than 20 years	9.62	250	332

\*Pay Period as used here is an ordinary two-week/ 80 hour period. Part-time employees shall accrue on a pro-rata basis.

Section 3: PTO may only be used after it is accrued and may only be taken in whole hour increments, unless it is for reasons covered by Minnesota's ESST law, in which case it may be used in .25 increments.

Section 8: Employees shall not be paid for accrued unused PTO upon termination of employment

except that, where an Employee provides two-weeks' notice of his/her resignation and works the final two weeks of employment (or is relieved of working those final two weeks at the request of the Employer-Le., Employer accepts Employee's resignation effective immediately or earlier than the end of the two-week notice period), the Employee shall be paid 25% of his/her accrued but unused PTO if he/she is still in his/her first year, and 50% of his/her accrued PTO thereafter. Employees may not use PTO after providing two weeks' notice unless the reason is otherwise protected by law (i.e for Minnesota ESST reasons)

## ARTICLE 6 - JURY DUTY

**TA**

Section 1: An Employee shall immediately notify the Employer upon receiving a call for jury duty. When a full-time Employee is required to serve on a petit jury, the Employer agrees to pay the difference between the Employee's regular straight time daily rate and the amount received by the Employee for jury service, provided the Employee has completed six (6) months' service with the Employer, is required to report by the jury commissioner and does serve on any jury. Such an Employee must report for work whenever their presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

Section 2: Upon completion of service on the jury, the Employee must immediately notify the Employer for further scheduling. Proof of call to jury duty must be submitted to the Employer promptly upon receipt. Proof of daily jury service is required for payment of this benefit.

## ARTICLE 7 – BEREAVEMENT

**TA**

**Union Reserves Right to Propose Additional Bereavement in Economic Proposal**

**(Change reference to "funeral leave" to "bereavement")**

## ARTICLE 8 - DISCHARGE OR SUSPENSION

**TA**

Section 1: The Employer may discharge, suspend or place on a performance improvement plan ("PIP") any Employee for just cause. A letter or notice shall be given to the Employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union.

Section 2: In a case where an Employee is warned for misconduct but not discharged, suspended or placed on a PIP, the Employer shall make a written record of such warning and provide a copy to the Employee ~~and also provide a copy to the Union.~~

~~Section 5: Any Employee may request an investigation of his/her discharge or suspension, and the Union shall have the right to protest the discharge or suspension. Any such protest shall~~

~~be presented to the Employer in writing by the Employee or the Union within fourteen (14) seven ten (7) (10) calendar days after the discharge or suspension and if not presented with such period, the right of protest shall be waived. (The grievance procedure addresses this)~~

## ARTICLE 9 - GRIEVANCE PROCEDURE

### TA

STEP 3: If the grievance is not resolved at Step 1 or 2 above, and the Union or Employer desire to pursue the matter further, the Union shall request a meeting with the [Director of Human Resources](#), or their designated representative within ten (10) calendar days of the Employer's final answer in Step 2. The Union and Employer Representative (or their designee) agree to meet and use their best efforts to resolve the grievance. A decision shall be rendered by the Employer within ten (10) calendar days of this meeting. In the event the Employer does not respond within ten (10) calendar days, the Union may proceed to Step 4, Arbitration.

## ARTICLE 14 - HOURS OF WORK

### TA

Section 3: MEAL PERIOD AND BREAKS: Each Employee who is scheduled to work six (6) or more hours shall be entitled to a thirty (30) minute paid lunch period. All Employees shall receive a rest period of fifteen (15) minutes during every four hours of work. [In retail, employees shall not be allowed to combine meal and rest periods without manager approval, and shall not take their meal or rest period within 1 hour of closing.](#) Any employee scheduled for seven (7) or more hours shall receive two (2) fifteen-minute paid rest periods. Any employee scheduled for less than seven (7) hours shall receive one (1) fifteen- minute paid rest period. [Any employee scheduled to work ten \(10\) or more hours shall receive a third fifteen-minute paid rest period.](#)

## ARTICLE 16 – SENIORITY

### TA

Section 6: The Employer will forward the seniority list to the Union semi-annually or [upon reasonable request from the Union.](#)

## ARTICLE 19 - LEAVES OF ABSENCE

### TA

Section 2: MEDICAL: In case of accident, injury, pregnancy or sickness which renders the Employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year. Extensions of this time limit shall be granted upon certification that the Employee is still unable to return to work, up to a period of twelve (12) months, *unless otherwise required by law three (3) years*. The Employee must be able to pass a physical examination upon return to work two (2) weeks in advance. The Employee may return earlier if a mutual agreement is reached and hours are available. Employees may use earned PTO to care for sick children, parents and spouses. Nothing in this provision requires the Employer to create a job or opening for an Employee returning from leave after one year from the first date of a leave. Instead, if an Employee is able to return after the first year, he/she shall be given preference for openings for which he/she has the skill, experience qualifications and ability.

Section 3: FMLA/FAMILY: The Employer will grant family and medical leaves of absence where required by the FMLA and State leave laws. Employees may use earned PTO for the care of sick children, parents, or spouses, in addition to personal medical reasons.

Section 4: PARENTAL: Non-probationary *Full-Time* Employees shall be eligible for up to four (4) weeks' paid parental leave of absence in the event that they have given birth, that their spouse has given birth or for the adoption of a child, for the purpose of bonding with their new child. *Part-time employees are eligible for a pro-rated amount of the four (4) week period based on the percentage of hours they work relative to a 40-hour week.*

## ARTICLE 20 – INJURY ON THE JOB

### TA

Section 2: When an Employee is injured on the job, reports for medical care, and is certified unable to return to work, the Employee shall be paid the basic straight-time rate of pay for hours not worked on the day of the injury, *unless the injury is caused by the employee's own negligence or misconduct.*

## ARTICLE 24 - EDUCATION TUITION REIMBURSEMENT

### TA

The Employer shall reimburse a full-time non-probationary Employee enrolled in an accredited college or university for 50% of the full cost of tuition (not to exceed \$1,000 in any calendar year), on a class-by-class basis. The Employee must attain a 3.0 grade *(or a passing grade, if class is pass/fail format)* in the course to be eligible for reimbursement, *and must*

submit documentation substantiating the need for such reimbursement within 60 days of the completion of such coursework or remission of tuition payment, whichever is later.