

VIREO/UFCW 1189

EMPLOYER INITIAL SET OF NON-ECONOMIC PROPOSALS

ARTICLE 1 - RECOGNITION

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 3: The Employer will notify the Union by email of all new Employees hired within fourteen (14) days of their employment.

Section 4: Unless otherwise specifically provided in this Agreement, all work covered under this Agreement shall be performed by Bargaining Unit Employees, except that management reserves the right to perform bargaining unit work during any period in which customer needs cannot be sufficiently met with on-shift staffing, as well as "prep" work that starts before bargaining unit shifts (not to exceed 30 minutes). The Union and the Employer may mutually agree to additional situations in which Bargaining Unit work performed by other employees.

Section 5: UNION SHOP. It shall 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. "In good standing" for the purposes of this Agreement between the Union and Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as apply uniformly to all Employees covered by this Agreement. It is the Union's responsibility to collect and submit to the Employer any Bargaining Unit membership applications and dues check-off forms.

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 per week, and the Employer has no obligation to schedule or employ individuals who limit their availability to less than 16 hours per week averaged over a 3 month period.

ARTICLE 2 - PAYROLL DEDUCTION

Section 1: The Employer, upon written authorization/instruction from an Employee, shall deduct equally from each Employee paycheck beginning with the second (2nd) full calendar month of

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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-week. 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

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 1st.

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Section 2: All full-time Employees, who have completed probation, shall be paid eight (8) hours of holiday pay at their straight time rate of pay for each of the listed holidays.

Part-time Employees, who have completed probation, will receive prorated holiday pay. Holiday pay for part-time Employees shall be based on twenty (20%) percent of the Employee's average hours paid per week in the six (6) preceding weeks.

When required to work on a recognized holiday, Employees shall be paid at their straight-time hourly rate for all hours actually worked, plus their holiday pay for that holiday. Holiday work shall be offered in order of seniority. In the event the Employer must require Employees to work on a holiday, Employees will be mandated based on inverse seniority until each bargaining unit employee has been mandated once, then the next most senior, etc. for each successive holiday, and then such rotation shall re-set to the least senior employee again. the most junior Employees will be mandated to work.

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 from both days is due to a medical reason and the Employee has provided medical documentation supporting the absence, or the absence has been approved by the Employer.

ARTICLE 5 - PAID TIME OFF

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

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[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 4: To schedule PTO, Employees shall [use all reasonable efforts to request approval from their supervisors \(or through the Employer's time keeping system\) submit requests through the Employer's time-keeping system \(currently, Würk\)](#) at least 21 days in advance by completing and submitting the Employer's PTO request form. Requests will be reviewed based on a number of factors, including business needs and staffing requirements; however, approval shall not be unreasonably withheld. PTO requested for medical issues should be scheduled as far in advance as possible. The Employer may require medical or other documentation in connection with any request for PTO that provides less than the standard 21 days' notice. Nothing in this section prohibits Employees from requesting or being granted PTO with less than 21 days' notice. [In addition, PTO used for ESST reasons is not subject to this notification period. Instead, employees who have a foreseeable need to use PTO for ESST reasons \(i.e. medical appointments\) must provide at least seven days in advance of such request. Employees who use PTO for ESST reasons that are not foreseeable must provide as much advance notice as is practicable.](#)

Section 5: Employees are not eligible to accrue PTO while on any unpaid leave of absence.

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Section 6: PTO is paid at the Employee's base hourly pay rate at the time of absence.

Section 7: Unused PTO may be carried forward into the following anniversary year, provided the maximum number of hours Employees can carry in their PTO account at any time will be no more than their Maximum PTO Accrual. When the Maximum PTO Accrual is reached, no additional hours will accrue until the Employee has used some portion of his or her accrued PTO, thereby reducing the amount of accrued PTO below the permitted maximum. Employees may not "cash out" unused PTO either during, or at the end of the PTO year.

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

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 - ~~FUNERAL LEAVE~~BEREAVEMENT

Section 1: An Employee is eligible for paid ~~funeral~~Bereavement leave upon completion of the Employee's probation.

Section 2: ~~Funeral~~Bereavement leave with pay in the amount of five (5) consecutive days will be granted in the event of the death of an employee's spouse, committed partner, or child, including step-children, miscarriage, stillbirth, and pregnancy loss. ~~Funeral~~Bereavement leave with pay in the amount of three (3) consecutive days will be granted in the event of the death of an employee's parent, step-parent, parent-in-law, parent of the employee's committed partner, or sibling,

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including half- and step- siblings. ~~Funeral~~Bereavement leave with pay in the amount of two (2) consecutive days will be granted in case of the death of an employee's grandparent or grandchild. Bereavement leave with pay in the amount of one (1) day will be granted in case of the death of an employee's aunt, uncle, niece, or nephew. If an extended absence is required, employees may use PTO or may request a general leave of absence without pay. Employees must inform their supervisor prior to commencing Bereavement leave. In administering this policy, the Employer may require verification of death and the employee's relation to the deceased.

ARTICLE 8 - DISCHARGE OR SUSPENSION

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 3: In all disciplinary interviews and in the issuance of written warnings, the Employer shall make reasonable effort to assure that the affected Employee understands the process and that he/she has the option to request Union representation at the interview. Employees have a right to object to warnings they believe are unjust, following the procedures outlined in Article 9 of this Agreement.

Section 4: The Employer may suspend or discharge an employee without a verbal or written warning for serious infractions, including, but not limited to: calling or participating in an unauthorized strike, work stoppage or walkout; willful destruction of company property; a violation of the Employer's anti-discrimination, anti-harassment or anti-retaliation policies; intentional falsification of any company documents including but not limited to the employment application or time keeping records; theft, including theft of company time; insubordination; proven dishonesty; possession of or being under the influence of alcohol or illegal controlled substances either while on duty or on the Employer's property; failure to report an accident or injury that requires medical attention of which the employee is aware; sleeping on the job; physical aggression, assault, or battery while on duty or on the Employer's property; and no call-no show as outlined in Article 16 Section 4 (loss of seniority). Any employee who violates one or more of the items set forth above shall be suspended and/or terminated immediately.

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 ~~seventeen (17)~~ seventeen (17) calendar days after the discharge or suspension and if not presented with such period, the right

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of protest shall be waived.

ARTICLE 9 - GRIEVANCE PROCEDURE

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](#)~~Chief Administrative Officer~~, 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

Section 1: Except as where otherwise agreed between the parties, the regular workweek shall constitute forty (40) hours over five (5) days. Work schedules shall be posted two (2) weeks prior to the start of the schedule. The Employer may utilize part-time Employees but the utilization of part-time Employees shall not undermine the concept of full-time work. Part-time Employees who desire more hours up to and including full-time may request those hours in writing. Available hours shall be offered to Part-time and Full-time employees based on seniority within their classification, provided that the additional hours do not violate the 40-hour, 5-day per week rule above, unless requested by the Employee and agreed upon by the Employer. [Retail employees must have the availability to work a minimum of two \(2\) weekends per month, if requested. Retail employees must also be able to work a minimum of one \(1\) evening shift per week.](#)

Section 2: OVERTIME: For hourly Employees, all time worked in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 ½) the straight-time hourly rate. Alternative workweeks may be arranged by mutual consent so long as they comply with state and federal laws. Overtime shall be offered by seniority in each classification. There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

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 ~~, or major fraction thereof.~~ [In retail, employees shall not be allowed to combine meal and rest periods, 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.](#)

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Section 4: HOURS PAID: Holiday and PTO paid but not worked will count toward benefit, seniority and PTO hours accrual, as appropriate, but will not count as hours worked for overtime purposes, except that, where an Employee is called into work on a holiday or from a PTO day, the Employee will get credit for eight hours worked toward overtime (if applicable), unless that Employee actually works more than eight hours, in which case their actual hours worked shall all count as hours worked for overtime purposes.

ARTICLE 16 - SENIORITY

Section 1: PROBATION: Full Time Employees shall be deemed probationary during their first ~~ninety~~^{sixty} (90~~60~~) calendar days of employment and Part-Time Employees for their first ninety (90) calendar days of employment, during which time they may be discharged, suspended or laid off for any reason, which need not be stated by the Employer. The discharge, suspension, and/or layoff of a probationary Employee shall not be subject to the grievance or arbitration process. Once probation is completed, the Employee's seniority date shall be based on their most recent date of hire.

Section 5: Promotions and Job Vacancy.

a) The Employer will post all open full-time bargaining unit positions for four (4) consecutive business days on the Union's bulletin board and in a consistent location online and will promote from within the bargaining unit employees who have worked for the Employer for six (6) months or more unless none of the applicants have the required qualifications to perform the duties required as documented on the job description. Employees will be allowed to apply and will be considered for all openings. When two or more employees are equally qualified for a position; seniority will be the deciding factor in determining which one is promoted. If a full-time position is awarded to a current employee, then they will receive full credit for years with the Employer when determining the appropriate pay rate. Employees will be disqualified from consideration if they are under an active performance improvement plan (PIP), or the subject of a documented ~~verbal, written, or final written~~ corrective action within the preceding 6 months.

b) When a part-time position becomes available, it will be considered a promotion if the pay scale is higher than the scale of an employee's current position. Part-time position openings will be posted and filled with the same process as in Article 16, Section 5(a).

c) Postings must specify whether a position is full-time or part-time. The Employer may simultaneously recruit both internally and externally for qualified applicants. If no employee applies within four (4) business days, or no internal applicant is qualified for the position, or an external candidate has specific qualifications beyond what bargaining unit applicants have, the employer may hire a qualified candidate externally.

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d) Employees who successfully bid on a vacant position outside of their current position shall be on a trial period for sixty (60) calendar days. During such trial period, the Employer shall have the right to return the Employee to their original position without loss of seniority or benefits, if the Employer determines that the Employee lacked the required skill, ability, qualifications and/or experience. During such a trial period, the Employee shall have the right to return to their prior position and pay, without loss of seniority or benefits, provided the prior position has not been filled.

Section 6: The Employer will forward the seniority list to the Union semi-annually or upon reasonable request from the Union. ~~whenever new Employees have completed probation.~~

Section 7: No Employee shall be involuntarily transferred to another work location.

Commented [1]: Discuss this clause in light of future business plans

ARTICLE 19 - LEAVES OF ABSENCE

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

Section 1: The Employer will establish and publish a written policy setting out its guidelines for Employee safety and store security. These guidelines shall make clear that no Employee is required to take any action in response to theft or security incidents which may endanger the safety of the

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Employee.

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

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](#).

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