

Collective Bargaining Agreement

between

**United Food and Commercial Workers Union
Local 1189**

and

The Wedge Community CO-OP Inc.

April 1, 2025

through

March 31, 2028

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ARTICLES OF AGREEMENT

This Agreement is entered into by and between the United Food and Commercial Workers Union Local No. 1189 (hereinafter referred to as the "Union") and The Wedge Community CO-OP Inc. (hereinafter referred to as the "Employer") on behalf of the employees of the Employer covered by this Agreement.

ARTICLE 1 UNION SECURITY

SECTION 1.1: RECOGNITION:

The Union is recognized as the exclusive bargaining representative of the unit consisting of all hourly employees from the Employer's Lyndale location employed in the following departments: Produce, Grocery, Prepared Foods, Kitchen, Meat and Seafood, Front End, Wellness, IT, Scanning, Accounting (**except Accounting Assistant Manager**), and Maintenance as well as receiving employees, the Demo Coordinator Position, and all substitute employees: excluding all other employees, Managers, Department Heads, Managers-On-Duty, Human Resources personnel, Marketing, Clerical and supervisors and guards as defined in the National Labor Relations Act as amended.

Suppliers, vendors, **salespeople**, and non-bargaining unit employees shall not be permitted to perform bargaining unit work with the exception of the **CEO**, Store Director, Department **Managers**, and Managers on Duty who may perform bargaining unit work. **Non-union employees from administrative support departments may perform basic bargaining unit work to assist with store operations during holidays and major promotions.**

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 ninety-first (91st) day following the beginning of such employment become and remain members in good standing in the Union.

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.

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.

SECTION 1.4: DUES CHECKOFF:

A. 1) The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization 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. Such deduction will be made by the Employer from the wages of the employees from each bi-weekly paycheck and will be transmitted to the Union. 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. Said amount will thereupon be transmitted to 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.

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.

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.

SECTION 1.6: EMPLOYEE LIST

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

SECTION 1.7: ORIENTATION

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

SECTION 1.8: RELOCATION

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

SECTION 1.9: SUCCESSORSHIP AND ASSIGNS

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

ARTICLE 2 CLASSIFICATION OF EMPLOYEES

SECTION 2.1: FULL-TIME:

A full-time employee shall be defined as an employee who is regularly scheduled **for and averages at least thirty (30) hours per week.**

SECTION 2.2: PART-TIME:

A part-time employee shall be defined as an employee who is regularly scheduled **for and averages less than thirty (30) hours per week.** Employees will be allowed to work on a part-time basis only by mutual agreement. A request to work on a part-time basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a part-time basis will be based on business needs.

SECTION 2.3: TEMPORARY EMPLOYEE:

A temporary employee shall be defined as an employee who is hired to fill a temporary position for a specific limited period of time not to exceed ninety (90) days. **A temporary employee shall not be eligible for any benefits (e.g., health/dental/vision insurance, short/long term disability insurance, life/accidental death and dismemberment insurance, 401(k), vacation pay, etc.) specified in this Agreement other than rate of pay.**

SECTION 2.4: SUBSTITUTE EMPLOYEE:

A substitute employee shall be defined as an employee who works a flexible schedule **averaging** less than twelve (12) hours per week for an indefinite period of time. To maintain active substitute employee status, a substitute employee must work at least one (1) shift every sixty (60) days. Employees will be allowed to work on a substitute basis only by mutual agreement. A request to work on a substitute basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a substitute basis will be based on business needs. A substitute employee shall not be eligible for any benefits (e.g., health/dental/vision insurance, short/long term disability insurance, life/accidental death and dismemberment insurance, 401(k), holiday pay, vacation pay, etc.) specified in this Agreement other than rate of pay.

ARTICLE 3

PAY PERIODS, WORK DAY, WORK WEEKS

SECTION 3.1: PAY PERIOD/PAY DAY:

Each pay period shall consist of two calendar weeks. 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 day 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.

SECTION 3.2: BASIC WORK WEEK:

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

SECTION 3.3: OVERTIME PAY:

A. All work performed by hourly employees in excess of 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. In all departments the Employer will make every effort to set up employee work schedules that are consistent from week to week that include consecutive days off when requested by employees. Work schedules will be posted two (2) weeks in advance of the first day of the pay period. Any changes to the posted schedule will be by mutual agreement.

B. It is understood that business needs such as holidays, vacations, and other business considerations may reasonably require occasional variations from requested schedules.

C. Employees will be permitted to notify the Employer of their preferred hours within their stated availability and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling employees.

D. Employees may not be scheduled for more than five (5) days in any work week on an involuntary basis.

E. Employees shall be scheduled to have no less than ten (10) hours off between shifts, unless otherwise requested by the employee.

F. 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).

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

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.

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.

SECTION 4.4: BREAKS:

A. Breaks: Employees will be **allowed** restroom breaks as needed during their shift; such time will be exclusive of **paid break** periods.

B. **Paid Break Periods:** Employees working at least four hours will be provided with paid **break** periods during their shift. During this time, employees will be relieved from all work responsibilities. Paid **break** periods are determined by the number of hours an employee is punched in working (exclusive of paid **break** period).

Employees working at least:

- 4 hours but less than 6 hours will receive a 15 minute paid break.
- 6 hours but less than 8 hours will receive a 30 minute paid break.
- 8 hours but less than 10 hours will receive a 45 minute meal break.
- **10 hours or more will receive a 60 minute paid break.**

C. **Breaks for Nursing Parents:** The Employer will provide a private secure location (not a toilet stall) and reasonable break time as frequently as needed each day to employees who need to nurse or to express milk for their infant children. **Breaks in excess of the paid breaks listed in 4.4(B) will be allowed. Employees will not be discriminated against for exercising their rights as nursing parents.**

D. Upon request, the employer 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.).

SECTION 4.5: UNION VOLUNTEERS:

The Employer shall allow no less than two (2) employees to participate in the Union's Volunteer Organizing Committee (VOC). VOC's will be scheduled two consecutive days off during the week to enable them to participate in Union activities with no loss of hours. The VOC's will be released back to work for the holiday season November 1 to January 1.

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.

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. Employees assigned training duties shall receive an additional \$10/day for Level 1 and Level 2 for days they provide training.

C. Language Premium: See Appendix C

D. Employees shall receive an hourly premium of \$0.50/hr upon completion of the ServSafe Food Handler course. Employees must have completed their probationary period and provide proof of completion of the course to receive this premium.

E. 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: SUNDAY PREMIUM:

Hourly employees working at least four hours on Sunday will receive an additional \$.50 premium for all hours worked on Sunday.

SECTION 5.5: INTERUNIT FLEXIBILITY:

A temporary move from one business unit to another shall be mutually agreed upon by the Employer and employee(s) for a defined period up to 90 days in any given calendar year. Such employees will be paid a \$.50 per hour increase to their regular wage according to role and seniority for the duration of the temporary assignment and will continue to maintain all benefits and rights from their "home" location. At the end of the temporary assignment, the employee(s) will be returned to their position and level.

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 **reimburse** employees **for** boots or non-slip safety shoes to perform their job duties. Employees shall be **reimbursed** up to a total of **\$300** 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. All employees will receive a discount on retail purchases they make at the Co-op. The employees will receive 20% off purchases. The benefit begins on the first day of work and ends on the last day of work. The following conditions apply:

- Employees will use the discount for their own purchases and for legitimate gifts. To be considered a gift, the employee must pay for the purchase and not be reimbursed (cash or trade) by someone else for the item(s) purchased.
- Some items carried by the Co-op are not eligible for the discount, for example Wedge/Lyndale Basics products.
- The employee discount may not be combined with another discount (such as the senior discount or bimonthly member discount), but does apply to most sale and clearance items.
- Fraudulent use of the employee discount is theft and is subject to disciplinary action, including termination of employment.

The Employer will maintain the current "plus one" policy in regards to the employees discount.

B. Full-time and part-time employees with at least twenty-five (25) 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 the Wedge 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 the Wedge 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.

The Employer will develop training checklists for all employees in all departments. Training checklists shall be completed within ninety (90) days of hire or transfer to a different position.

SECTION 6.6: PERSONAL CALLS AND MESSAGES:

The Employer recognizes that employees may occasionally need to place or receive personal phone calls during the course of the workday. **Employees will notify management when receiving or making such phone calls to mitigate the interruption of business.**

Unless necessary for work purposes employees should generally not make phone calls, read or send e-mails, text messages, or access the internet from their cell phones or other wireless devices during working times.

SECTION 6.7: NON DISCRIMINATION:

No employee shall be discriminated against because of race, creed, sex, gender, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union activities.

SECTION 6.8: MANAGER IN CHARGE:

A member of management will be designated to be in charge of the store during all hours of operations.

SECTION 6.9: EMPLOYEE ENGAGEMENT:

A. Satisfaction Surveys: In recognition of the importance of employee engagement and retention, the Employer shall conduct employee satisfaction surveys on at least every other year. Satisfaction surveys shall be conducted anonymously, and results shall be a discussion topic of the Labor Management Committee.

B. Annual Reviews: Employees shall receive annual reviews. The reviews shall be scheduled on, or as close as possible to, the anniversary of the employee's date of hire. The purpose of such review shall be to provide feedback regarding the employee's performance, as well as for the employee to share feedback about their workplace experience.

C. Exit Interviews: When an employee provides notice to separate employment, they will be provided an opportunity for an exit interview. The interview shall provide a final opportunity for an employee to provide feedback about their experience with the employer

D. All Employees will receive at least one of the aforementioned engagements annually.

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 be on probation for ninety (90) calendar days and will thereafter attain seniority with the Employer, with seniority reverting back to the first day of active employment in the bargaining unit.

SECTION 7.3: LAYOFF, REASSIGNMENT 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.

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

SECTION 7.4: SUBCONTRACTING:

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

SECTION 7.5: TERMINATION OF SENIORITY:

An employee's seniority and employment shall be terminated if the employee:

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return from any of the leaves of absences referenced in Article 11 of this Agreement within the time limits contained therein; and
- 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 7.6: JOB POSTING:

The Employer will post all openings for bargaining unit positions for seven (7) calendar days 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 has received disciplinary action at the suspension level or higher in the six (6) months 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 will, through an interview process, determine and select the most qualified candidate for the position. **Qualified internal applicants will be given preference over a more qualified external hire.** If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

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

SECTION 7.7: JOB DESCRIPTIONS:

The Employer will create, maintain and make available complete descriptions for all jobs in the bargaining unit. **Job descriptions are intended to outline general responsibilities and are not intended to be exhaustive. The Employer retains the right to revise, update, or reassign job duties as necessary to meet operational needs, provided that such changes are not inconsistent with the general scope, classification, and qualifications of the affected position. The Employer will notify the Union in advance of any material changes to job descriptions and, upon request, will meet and confer with the Union regarding the impact of such changes.**

SECTION 7.8: 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:

Years of Service:	Accrual Rate:	Days of Vacation:
0-2	.027 hours/hour	7 days
3-5	.0385 hours/hour	10 days
6-9	.0577 hours/hour	15 days
10+	.077 hours/hour	20 days

*Accruals are based on regular, **vacation**, **SST**, jury duty, **Holiday 1.5**, and overtime hours only.

Vacation will not accrue on:

- **Holidays not worked**
- **Community Service**
- **Bereavement**

SECTION 8.2: VACATION SCHEDULING:

A. A vacation schedule shall be posted by January 2 and vacations selected on the basis of seniority within the employee's classification by January 31 of each year for the period from March 1 through the following February 28/29. The approved vacation schedule shall be posted by February 15 of each year.

B. Vacation requested after January 31 will be granted on a first come basis as outlined below.

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

D. Requests to use vacation must be made no later than seven days 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

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. **Substitute and temporary employees will be paid one and one-half (1 ½) times their regular rate if they work on 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 (3) **time and ½** holidays: Memorial Day, Independence Day, and Christmas Eve. Hourly employees who work on a listed **time and ½** holiday will be paid at one and one-half (1 ½) their regular rate of pay for all hours worked.

SECTION 8.4: SICK AND SAFE TIME (SST)

All TCCP employees are eligible to accrue paid Sick and Safe Time leave at an accrual rate of .0334 hours per hours worked, with a maximum accrual of forty-eight (48) hours per year. Unused Sick and Safe Time leave may be carried over to the next year, no to exceed a maximum of eighty (80) hours. Employees begin accruing at the date of hire.

The Sick and Safe Time ordinances are intended to allow employees to care for themselves and family members, making a healthier, more secure, and more productive community. If you plan to use Sick and Safe Time leave for scheduled appointments, notify your supervisor as far in advance as reasonably possible. For unscheduled Sick and Safe Time leave, please contact your supervisor immediately, prior to your scheduled start time.

Employees can use their leave for vacation purposes or for all reasons outlined below, **including but not limited to:**

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

The Employer agrees their Sick and Safe Time Policy shall remain consistent with Minnesota Statutes 181.032, and 181.9445-181.9448.

SECTION 8.5: PAY OUT:

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

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

SECTION 8.6: UNPAID TIME OFF:

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

ARTICLE 9 DISCHARGE AND DISCIPLINE/JUST CAUSE

SECTION 9.1: JUST CAUSE:

Upon completion of the probationary period, employees shall be disciplined, or discharged only for just cause.

It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

The following non-inclusive list of examples of employee misconduct that may not be subject to progressive discipline and may warrant more severe disciplinary action, including discharge:

- Theft
- Physical altercation on the Employer's Premises

- **Assault on an employee (including a supervisor) or a customer for any of the protected classes listed in Section 6.7**
- **Intentional falsification of time cards (or entry of time data) or entering time data of another employee**
- **Intentional damage to or sabotage of the Employer's property**
- **Carrying or using guns on the Employer's property**
- **Insubordination.**

ARTICLE 10 GRIEVANCE AND ARBITRATION

SECTION 10.1: GRIEVANCE:

A. When a grievance arises, the employee (with or without a Union representative) may attempt first to settle the matter with that employee's immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Grievances regarding discharge or discipline without just cause must be filed in writing with the Employer and the Union within fifteen (15) calendar days after the receipt of the discharge notice 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 with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless 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 two (2) years or back to the effective date of the Agreement, whichever is more.

E. 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, C, and D above.

SECTION 10.2: MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of Section 10.1 may be referred by mutual agreement to **mediation** in an attempt to reach an agreement on a resolution. **The employer and the union will evenly split the cost of the**

mediation. 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.

SECTION 10.3: ARBITRATION:

A. If a dispute or discharge is not resolved by the provisions of Sections 10.1 and 10.2, either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

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) for a list of seven (7) neutral arbitrators. 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.

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.

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.

E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

F. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

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.

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, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

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 time limits may be extended by mutual agreement.

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:BEREAVEMENT LEAVE:

A. All employees shall be entitled to paid leave for bereavement of a family member, including your spouse or domestic partners' family member. Up to five (5) days are provided for spouse, parents, siblings or children. Up to three (3) days are provided for grandparents, grandchildren, aunts, or uncles.

B. 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.

C. 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.

D. Employees may request time off on short notice for grieving other family members, loved ones, or pets not covered by paid bereavement leave. Such requests will not be unreasonably denied.

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 time off 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 **at least** 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 **them** 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: COMMUNITY SERVICE HOURS

The Employer will continue the practice of reimbursing employees for volunteering in the community as outlined in the Twin Cities Co-op Partner's Community Service Program.

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.

SECTION 12.2: UNION VISITATION:

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business. 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 Union representatives and **up to** an equal number of Employer representatives shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. Such committee shall meet monthly unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure contained in Article 10.

SECTION 12.4: BULLETIN BOARD and "UNION LABEL":

A. A space will be provided on a designated bulletin board where official Union notices originating from the Union offices may be posted.

A. The Union agrees to issue a Union store card or "Union Label" window decal to the Employer. Such Union store card and decals are, 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.

SECTION 12.5: EMPLOYEE SAFETY:

Commitment to Safety: The health and safety of employees and others on Co-op property are of critical concern to the Employer. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety health hazard. If an employee becomes aware of a hazard, they should report the unsafe working condition to management. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

Health and Safety Committee: A safety committee composed of one (1) Union Representative, one (1) Union steward and one (1) employee from each area of the store selected by the Union and at least one (1) management representative, unless mutually agreed otherwise, will meet at least quarterly to address safety conditions in the store. The committee will discuss items such as hazards in the workplace, proper use of chemicals, cleaning products and safety training as well as any other safety related items that may arise and to discuss remedies of previous safety concerns discussed by the committee or brought to the attention of management between meetings. The committee will also review a report of workplace injuries that may have occurred since the previous meeting.

Safety Training: The Employer will provide employees with mutually acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials

and equipment, and ergonomics. The Employer agrees to pay employees for attending such orientations and training. The Employer will not ask or allow any employee to work or operate any equipment until the employee has received all relevant training.

Personal Protective Equipment: The Employer will furnish, at its expense, all safety and personal protective equipment required for the protection of employees.

Accident Report: The Employer will promptly notify the Union Representative of any accident resulting in an OSHA reportable injury.

SECTION 12.6: INCLEMENT WEATHER:

An employee shall not receive attendance infractions during inclement weather in the following situations:

- **A 24-hour period immediately before, during or after a Municipal Snow Emergency declaration.**
- **Public transit ceases operation due to weather.**
- **A no-travel advisory is issued by the Minnesota Department of Transportation for the timeframe, region, and duration an employee must travel.**

Employees may, but are not required to, use Vacation or Sick Time to cover the absence.

SECTION 12.7: HARASSMENT/BULLYING:

The Employer agrees that it will not tolerate harassment or bullying in the workplace and will address immediately upon knowledge of such. Harassment means unwelcome comments or conduct. No one at the workplace, including managers, supervisors, employees or third parties such as vendors, consultants and independent contractors, may make comments or engage in conduct that is known to be or should reasonably be known to be unwelcome. Examples of harassment or bullying include but are not limited to:

- A. Groping or fondling anyone.**
- B. Showing pornographic or lewd photos or making lewd comments.**
- C. Making racist, sexist or homophobic comments, or negative comments about a religion.**
- D. Making derogatory or offensive comments about someone's appearance or background.**
- E. Asking an employee on a date after the employee has already declined an invitation.**

F. Deliberately or repeatedly using a name or pronoun when speaking or referring to any employee other than the name the employee chose and the pronoun(s) the employee identifies with.

G. Teasing, picking on, treating, interacting, or communicating with an employee differently because of the employee's race, national origin, color, gender, religion, age, identity or expression, disability, pregnancy, physical or mental health condition, sexual orientation, or gender.

Additionally, the Employer will ensure 'Respectful Workplace Training' is or has been completed by all current and new hires before the end of their probationary period. Such training shall be reviewed by all employees on an annual basis. Annual verification of review will be documented by the Employer.

SECTION 12.8: DISASTERS, PANDEMICS, AND OTHER EMERGENCIES

A. **Application of Emergency Provision:** If a significant event occurs that affects employees, the workplace, or the safety and health of employees, their family's safety, or those whose relationship is equivalent to family, including but not limited to natural or weather disasters, epidemics, pandemics, catastrophes, public health emergencies, or similar events, and a Federal, State, or Local government announces or declares the event a disaster emergency or similar event, this emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to employees. These events are referred to as "emergencies." All other sections of this agreement not in conflict with this emergency provision will remain in effect. The Employer will work with Federal, State, or Local recommendations to ensure employees are safe.

B. **Leave:** During the emergency, any leave this Agreement or the Employer's policies provide can be used by any employee who self-quarantines, shelters-in-place, stays home, or otherwise does not go to work due to the declared emergency. The Employer will not take any adverse action against an employee who takes leave because of the emergency. All employees who take any leave under this emergency provision will return with the same rate of pay and classification.

C. **Personal Protective Equipment (PPE):** The Employer will provide all PPE at its own cost for employees to use while working. PPE may include, but not be limited to, respirators, face masks, gloves, eye protection and hand sanitizer. The Employer will train employees during paid work time how to properly put on, use, take off, and dispose of PPE. The Employer will provide employees adequate paid work time to put on, take off, and dispose of PPE.

D. **Guideline or Recommendation Compliance:** When the Employer learns that any employee may have been either exposed to a hazard or an infectious agent related to the emergency at work or away from work, tests positive for an infectious disease related to the emergency, or otherwise is diagnosed for such an

infectious disease, the Employer will follow guidelines set forth by Federal, State, or Local recommendations.

SECTION 12.9: SHOOTINGS, OTHER VIOLENT ATTACKS, AND DANGEROUS EMERGENCIES

A. This provision will control in case of a shooting, other violent attack or other similar emergency that adversely affects the mental or physical health of workers. These and similar situations are called “dangerous emergencies” in this agreement.

B. The Employer agrees that workers do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, workers should protect themselves and, to the extent safely and reasonably possible, co-workers.

C. The Employer will develop mutually agreeable procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts or assaults), and encourage workers, customers and others to report these matters to a manager or security guard.

D. The Employer will, at least annually, train all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to de-escalate dangerous emergencies that are reasonably capable of de-escalation. New-hires will undergo this training within the first ninety (90) days of employment. The Employer will pay all workers for all time they are in training.

E. If necessary, interpreters will translate the training into the languages in which workers are fluent. When appropriate, training will use sign language and closed captioning. If necessary, all written and electronic training materials will be translated into languages workers read.

F. The Employer will ensure that nothing, including equipment and merchandise, blocks or obstructs any part of entrances, exits, emergency other doors, or exit routes. All doors will be capable of being readily and immediately opened from the inside of the store.

SECTION 12.10: 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.

SECTION 12.11: FOOD BINS:

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

ARTICLE 13
HEALTH/DENTAL/VISION INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the health, dental, and vision 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 health, dental, and vision 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 health, dental, and vision 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 health, dental, and/or vision 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 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
SEVERABILITY CLAUSE

If any part of this Agreement is held to be in violation of any federal or state law, rule, or regulation, the provision(s) held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event any provision(s) is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute provision(s) to replace the provision(s) found to be invalid. It is agreed, however, that both the Employer and the Union shall have the right to appeal any decision that a provision(s) of this Agreement violates a federal or state law, rule, or regulation.

ARTICLE 19
MANAGEMENT RIGHTS

Except as expressly modified or restricted by the express terms of a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained by the Employer. The Employer shall have the right to establish reasonable rules pertaining to the operation of the store and permissible conduct of employees, subject to the grievance and arbitration process.

ARTICLE 20
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, slowdown, work stoppage, 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 whether or not a violation of this Section has occurred may be processed through the grievance procedure set forth in Article 10.

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.

ARTICLE 21
TERM OF AGREEMENT

This Agreement and any Addendums shall take effect April 1, **2025** and shall continue in full force and effect through March 31, **2028** 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 2nd day of July, **2025**.

For the Employer:

TCCP d/b/a
The Wedge Community CO-OP Inc

Name [Signature]

Title Human Resources Director

For the Union:

United Food and Commercial
Workers Local No. 1189

Name [Signature]

Title Union Representative

Appendix "A"
Wage Rates, Salaries, and Additional Hourly Premiums

Wage Rates

Effective 4/1/25						
Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
19.50	20.00	20.75	21.50	22.25	23.75	28.25
20.00	20.50	21.25	22.00	22.75	24.25	28.75
20.50	21.00	21.75	22.50	23.25	24.75	29.25
21.00	21.50	22.25	23.00	23.75	25.25	29.75
21.50	22.00	22.75	23.50	24.25	25.75	30.25
22.00	22.50	23.25	24.00	24.75	26.25	30.75
22.50	23.00	23.75	24.50	25.25	26.75	31.25
23.00	23.50	24.25	25.00	25.75	27.25	31.75
23.50	24.00	24.75	25.50	26.25	27.75	32.25
24.00	24.50	25.25	26.00	26.75	28.25	32.75
24.50	25.00	25.75	26.50	27.25	28.75	33.25
		26.25	27.00	27.75	29.25	33.75
		26.75	27.50	28.25	29.75	34.25
		27.25	28.00	28.75	30.25	34.75
		27.75	28.50	29.25	30.75	35.25
			29.00	29.75	31.25	35.75
				30.25	31.75	36.25
				30.75	32.25	36.75
					32.75	37.25
					33.25	37.75
					33.75	38.25
						38.75
Cashier/ Bagger	Assistant Buyer	Accounts Payable Clerk	Assistant Bookkeeper	Accounts Payable Specialist	I.T. Specialist Level 2	
Customer Service (\$.50 premium)	Cook	Buyer	Curbside Coordinator	Accounts Receivable Specialist		
Cheese Staff	Demo Staff	Front End Coordinator	M & S Production Cutter	Bookkeeper		

Curbside Staff	Front End Runner (\$.25 premium)	Lead/Shift Lead	Scanning Coordinator	I.T. Specialist Level 1		
Dishwasher	Wellness Staff	Maintenance Coordinator		POS Database Administrator		
Grocery Staff		Member Services Clerk				
Housekeeping		Multi-Department Clerk				
Juice Bar Staff		Receiver				
Kitchen Staff		Reconciliation Clerk				
Meat & Seafood Staff		Scanning Assistant				
Prep Foods Counter / Made to Order Staff						
Prep Foods Stocker						
Produce Staff						

Effective 3/30/26						
Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
20.40	20.90	21.65	22.40	23.15	24.65	29.15
20.90	21.40	22.15	22.90	23.65	25.15	29.65
21.40	21.90	22.65	23.40	24.15	25.65	30.15
21.90	22.40	23.15	23.90	24.65	26.15	30.65
22.40	22.90	23.65	24.40	25.15	26.65	31.15
22.90	23.40	24.15	24.90	25.65	27.15	31.65
23.40	23.90	24.65	25.40	26.15	27.65	32.15
23.90	24.40	25.15	25.90	26.65	28.15	32.65
24.40	24.90	25.65	26.40	27.15	28.65	33.15
24.90	25.40	26.15	26.90	27.65	29.15	33.65
25.40	25.90	26.65	27.40	28.15	29.65	34.15
		27.15	27.90	28.65	30.15	34.65
		27.65	28.40	29.15	30.65	35.15
		28.15	28.90	29.65	31.15	35.65
		28.65	29.40	30.15	31.65	36.15
			29.90	30.65	32.15	36.65
				31.15	32.65	37.15
				31.65	33.15	37.65
					33.65	38.15
					34.15	38.65
					34.65	39.15
						39.65
Cashier/ Bagger	Assistant Buyer	Accounts Payable Clerk	Assistant Bookkeeper	Accounts Payable Specialist	I.T. Specialist Level 2	
Customer Service (\$.50 premium)	Cook	Buyer	Curbside Coordinator	Accounts Receivable Specialist		
Cheese Staff	Demo Staff	Front End Coordinator	M & S Production Cutter	Bookkeeper		
Curbside Staff	Front End Runner (\$.25 premium)	Lead/Shift Lead	Scanning Coordinator	I.T. Specialist Level 1		
Dishwasher	Wellness Staff	Maintenance Coordinator		POS Database Administrator		

Grocery Staff		Member Services Clerk				
Housekeeping		Multi-Department Clerk				
Juice Bar Staff		Receiver				
Kitchen Staff		Reconciliation Clerk				
Meat & Seafood Staff		Scanning Assistant				
Prep Foods Counter / Made to Order Staff						
Prep Foods Stocker						
Produce Staff						

Effective 3/29/27						
Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
21.30	21.80	22.55	23.30	24.05	25.55	30.05
21.80	22.30	23.05	23.80	24.55	26.05	30.55
22.30	22.80	23.55	24.30	25.05	26.55	31.05
22.80	23.30	24.05	24.80	25.55	27.05	31.55
23.30	23.80	24.55	25.30	26.05	27.55	32.05
23.80	24.30	25.05	25.80	26.55	28.05	32.55
24.30	24.80	25.55	26.30	27.05	28.55	33.05
24.80	25.30	26.05	26.80	27.55	29.05	33.55
25.30	25.80	26.55	27.30	28.05	29.55	34.05
25.80	26.30	27.05	27.80	28.55	30.05	34.55
26.30	26.80	27.55	28.30	29.05	30.55	35.05
		28.05	28.80	29.55	31.05	35.55
		28.55	29.30	30.05	31.55	36.05
		29.05	29.80	30.55	32.05	36.55
		29.55	30.30	31.05	32.55	37.05
			30.80	31.55	33.05	37.55
				32.05	33.55	38.05
				32.55	34.05	38.55
					34.55	39.05
					35.05	39.55
					35.55	40.05
						40.55
Cashier/ Bagger	Assistant Buyer	Accounts Payable Clerk	Assistant Bookkeeper	Accounts Payable Specialist	I.T. Specialist Level 2	
Customer Service (\$.50 premium)	Cook	Buyer	Curbside Coordinator	Accounts Receivable Specialist		
Cheese Staff	Demo Staff	Front End Coordinator	M & S Production Cutter	Bookkeeper		
Curbside Staff	Front End Runner (\$.25 premium)	Lead/Shift Lead	Scanning Coordinator	I.T. Specialist Level 1		
Dishwasher	Wellness Staff	Maintenance Coordinator		POS Database Administrator		

Grocery Staff		Member Services Clerk				
Housekeeping		Multi-Department Clerk				
Juice Bar Staff		Receiver				
Kitchen Staff		Reconciliation Clerk				
Meat & Seafood Staff		Scanning Assistant				
Prep Foods Counter / Made to Order Staff						
Prep Foods Stocker						
Produce Staff						

Customer Service: \$.50 premium

Front End Runner receives a \$.25 hourly premium

Top of scale/overscale employees will receive a \$.50 hourly wage increase per year, on their anniversary date.

In the event that the city of Minneapolis raises the minimum wage higher than the starting rates listed above, the Union and the Employer agree to meet and negotiate the impact of this ordinance.

APPENDIX B
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.
4. Management agrees to post on the internal bulletin board in addition to hard copies in the break room binder.

APPENDIX C

Language Premium

Employees who are fluent in English and Spanish to provide improved customer service shall receive a \$.50 hourly premium.

Interpretation - This premium may be paid to employees who self-identify and who are primarily (or are readily) available to assist in business operations of Wedge Lyndale. Employees have the option to opt out of doing interpretation and will notify the Employer. However, if this premium is given to the employee, the employee shall perform interpretation duties. The Labor Management committee shall determine the method to determine if the employee is fluent and if additional languages may get this language premium.

Employee interpreters are not expected to be experts on all aspects of Wedge Lyndale, however, their role will be to support excellent customer service and assist staff and customers in communicating. Employee interpreters will not be expected to interpret for department meetings, check-ins with managers, or disciplinary meetings.

Employees can opt out of interpreting by notifying their manager. However, if the premium is given to the employee, the employee shall perform interpretation duties. If an employee requests and receives the premium, and then determines they do not wish to participate, the premium will be rescinded.

Expectations of Interpreters:

- Provide interpretation in person, over the phone and/or in writing.
- Assistance with explaining Co-op ownership and assisting in new owner sign-up.
- Welcoming and thanking customers in line with Wedge Lyndale customer service commitment.
- Assist with responding to questions that arise at points of sale.
- Assist with discussing and locating products, menus and services that Wedge Lyndale offers.
- Assist with answering questions about employment.
- Assistance with filling out forms
- Locating appropriate person(s) who can answer specific questions.
- Assist co-workers and customers with other communication needs.

How to Request Interpreting Premium: Employees who believe they should be included in the pool of interpreters should make a request through their supervisor to receive approval. Department Managers will bring requests forward to the Store Director for approval. The Store Director will forward approved requests to the HR Director for final approval. If approved, the premium will be applied once a new employee has completed their 45-day probation period. If an approved employee is above the pay scale designated by this Agreement they will receive a \$.50 pay increase.

Failure to Meet Expectations: If an employee requests and is granted approval for the interpreting premium but fails to show fluency in customer interactions or refuses to interpret when requested, the employee may be subject to loss of the interpreting premium. Management reserves the right to test employees to determine fluency. An employee who is denied the premium can request testing to determine fluency.