

Union Contract Proposed Settlement offer from the Employer for Ratification on October 28, 2015

(This offer comes with full committee recommendation).

Three year term from **October 4, 2015 through October 6, 2018**

Article 1, Section 1.1 – Amend to read as follows:

(Change titles to current titles, add purchasing manager)

The Union is recognized as the exclusive bargaining representative of the unit consisting of full-time, part-time and substitute employees employed by the Employer at its warehouse facility located at 746 Vandalia Street, St. Paul, Minnesota, 55114, excluding: managerial employees, confidential employees, security employees, and guards and supervisors as defined in the National Labor Relations Act as amended.

The **CPW Director**, the first shift **Operations Manager**, the second shift **Operations Manager**, the Office Manager, the **Outside Sales Manager**, and the **Purchasing Manager** shall be permitted to perform all bargaining unit work. If the Employer begins operating a third shift, an additional supervisory employee for that shift shall be permitted to perform all bargaining unit work. Customers of the warehouse shall be permitted to perform all bargaining unit work with respect to their products.

Article 1, Section 1.2 B. – Amend to read as follows:

(Correct typo)

“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 ~~applies~~ **applied** uniformly to all employees covered by this Agreement.

Article 2, Section 2.4 – Amend to read as follows:

(Increase from 30 days to 180 days)

A substitute employee shall be defined as an employee who works a flexible schedule of 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 **one hundred eighty (180) 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, profit sharing, 401(k), holiday pay, vacation pay, etc.) specified in this Agreement other than rate of pay.

Article 3, Section 3.4: Voluntary Overtime – **New section:**

As far as practicable, all 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 5, Section 5.2 – Amend to read as follows:
(past experience credit for full years)

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 will 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.

Article 5, Section 5.3B: New Job Titles – **New section:**

When the Employer determines that a new job title is necessary, the Union and the Employer agree to meet and negotiate regarding the additional hourly premium for the position, if any, to be included in Appendix “A” of this Agreement.

Article 6, Section 6.4 – Amend to read as follows:
(clarify discounts for subs.)

Full-time and part-time employees will receive a 15% employee discount on all purchases at The Wedge. **Full-time and part-time** employees will have the ability to buy directly from the warehouse at “low price list” prices. **Substitute employees will be able to buy from the warehouse at “low price list” prices and will receive one (1) coupon for each shift worked which will entitle them to a 15% discount on all purchases at The Wedge on any one (1) day.**

Article 6, Section 6.5 – Amend to read as follows:
(amend to follow current practice)

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 or at the warehouse 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. ~~Training materials will be provided to new employees and new employees will have a written training schedule.~~ Employees wishing to be trained in other areas of the warehouse 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.

Article 7, Section 7.5 – Amend to read as follows:

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 he or she 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. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

Article 7, Section 7.6: Clear Job Descriptions – **New section:**

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

Article 7, Section 7.7: Seniority List – **New section:**

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, Section 8.3 B. – Amend to read as follows:
(amend to include practice for salaried employees)

All hourly full-time employees will be paid eight (8) hours times their straight time rate of pay for each of the listed paid holidays. **All salaried full-time employees will be provided a day off on 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.

Article 8, Section 8.3 I. – **New Section:**

The first three personal days used per calendar year will not accrue an attendance point as indicated in the Wedge attendance policy.

Article 8, Section 8.4 – Amend to read as follows:

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

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

Appendix "A"

Wage Rates, Salaries, and Additional Hourly Premiums

	previous	New 10/4/2015
General Warehouse Base Rate:		
Start	13.00	\$13.38
Upon Completion of Probation	13.50	\$13.88
1 year	14.00	\$14.38
2 years	14.50	\$14.88
3 years	15.00	\$15.38
4 years	15.50	\$15.88
5 years	16.00	\$16.38
6 years	16.50	\$16.88
7 years	17.00	\$17.38
8 years	17.25	\$17.88
9 years	17.50	\$18.38
10 years	17.75	\$18.88
11 years	18.00	\$19.38
12+ years	18.25	\$19.88
13 years	18.50	
14 years	18.75	
15 years	19.00	

Effective **October 2, 2016** and **October 1, 2017**, employees at the "12+ years" base rate will receive a 3% increase to their base rate (\$20.48 and \$21.09, respectively). Any additional hourly premiums will be applied as indicated below.

Additional Hourly Premiums: *(increase truck driver premium, add Local Food Buyer/Customer service include current back-up inventory control)*

\$.25 Premium

Backup Inventory Control

\$.2.00 Premium

Bookkeeping Assistant
Office Manager Assistant
Warehouse Shift Lead
Inventory Control/**Warehouse**
Dairy Buyer
Local Food Buyer/Customer Service

\$3.00 Premium

Shipping & Receiving Lead
Bookkeeper

\$4.00 Lead

Truck Driver
Marketing/Customer Service
Shipping & Receiving Supervisor

\$5.00 Premium

Truck Driver Lead

Produce Buyer (Salaried): Year 1: \$55,702.40, Year 2: \$57,373.47, Year 3: \$59,063.77