

**Pay Procedures (ER 7.2, U 4.1)**

*T/A 8/1/22*

Payment of wages shall be by check, or direct deposit, by choice of the employee, in accordance with the office procedure of the Employer.

**Breaks (ER 7.8, U 5.5)**

*T/A 7/26/22*

For both full-time and part-time employees, shifts of 3 hours or more will include break time for rest, meal or other non-work activities. The amount of break time varies according to the length of the shift as follows:

length of shift	break time
less than 3 hours	no break
3 to less than 5 hours	paid 10 minutes
5 to less than 6 hours	unpaid 40 minutes
6 to less than 8 hours	unpaid 50 minutes
8 hours or more	unpaid 1 hour

Unpaid break time may not be divided into shorter breaks, except as authorized by applicable law. Scheduling of the breaks is the responsibility of your supervisor, with maintenance of adequate customer or employee service the primary consideration. Employees are released from all duty during your break and are free to leave the workplace during the break, but must return promptly to work at the end of the time period allowed. Managers on Duty (MODs) may be required to stay on site due to a staff shortage and will be paid for their break.

Employees working five (5) or more hours are also permitted one paid 10-minute break for use as smoke breaks, coffee breaks and other non-work activities. At the manager’s option, they may permit the 10-minute break to be divided into two 5-minute breaks. Employees must notify and receive approval from the manager-on-duty to take the break.

Arriving late or leaving early in lieu of break is not an option.

Employees are expected to take the break time provided. While employees will be paid for working off-the-clock at the required rate of pay, working additional, unauthorized time is a violation of Employer policy and is grounds for disciplinary action.

**Basic Work Week and Timekeeping (ER 7.3, U 4.2)**

*T/A 7/26/22*

The basic work week shall be from 12:01 a.m. on Monday through midnight on Sunday. The Employer reserves the right to incorporate accurate methods of timekeeping to track employee adherence to schedules including time clocks, mobile phone applications or any other timekeeping method, as necessary to ensure accurate timekeeping and attendance. To the

extent mobile phone applications are available to employees, they will not be the sole method available for tracking time.

### **Employee Lists (ER 1.5, U 1.7)**

*T/A 7/26/22*

The Employer shall supply to the Union on a monthly basis an electronic list of all employees covered by this Agreement. The list shall be sent electronically and shall include, if the employee has supplied, the employee's name, address, home number, cell number, email, department, job classification, date of hire, wage rate, work location, full-time or part-time status, and Employer employee ID number. The Union takes full responsibility for the security of this private, employee data and will take reasonable steps to protect it, including determining a means of secure electronic transfer. Once the data is in the Union's possession, the security of that data is the sole responsibility of the Union, and the bargaining unit employees shall hold the Employer harmless for any loss or breach of the Employee data.

### **Temporary Employees (ER 9.10, U 2.3)**

*T/A 7/19/22*

Section 9.10. Temporary Employees. An employee who is hired for a limited period is considered a "temporary" employee. Temporary employees are not part of the bargaining unit. They do not acquire seniority and do not become eligible for wages or benefits under this Agreement. Temporary employees will be employed for no more than 90 consecutive days. The Company may extend any temporary employee for an additional 30 days. If a temporary employee is retained, their seniority will revert to their date of hire as a temporary employee.

### **New Classifications (ER 1.4, U 1.10)**

*T/A 4/20/22*

The Employer shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification contains a part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within fifteen (15) calendar days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification within fifteen (15 days) of the notification.

If the inclusion of the proposed classification is agreed to by the parties, the parties shall then negotiate as to the proper rate of pay for the classification, with the Employer free to assign a temporary rate pending resolution of negotiations. Article III (No Strike-No Lockout) shall continue in effect during these negotiations and until the expiration of the Agreement.

**Voluntary Call-in (ER 7.5, U 5.3)**

*T/A 4/20/22*

Employees will not be required to work outside of scheduled hours once posted. All non-scheduled hours will be voluntary. If an employee comes in to work outside of their scheduled hours, they shall receive no less than three (3) hours work or pay in lieu thereof, unless a shorter call in is mutually agreed to.

**Overtime Pay (ER 7.7, U 4.3)**

*T/A 4/20/22*

A substantial effort is made by the Employer to avoid the need for overtime work. However, situations arise which require overtime hours to be worked to meet customer or business needs. When those occasions arise, every attempt will be made to give as much notice as possible. All employees will be expected to work overtime hours as scheduled. Overtime work will be offered based on seniority, so long as the individual is capable of performing the work required. If there are no qualified volunteers, overtime work will be assigned in reverse seniority order.

Any time worked in excess of an employee's normally scheduled hours of work must be authorized in advance by the employee's direct supervisor. Employees are not permitted to change or extend their hours, or work overtime, without such advance authorization. Overtime will be paid in compliance with applicable state and federal laws.

Overtime wages are based on hours actually worked during the workweek, and not on hours for which the employee is paid and no work is performed, including but not limited to holidays, vacation, and/or sick pay. In no event will overtime premiums be pyramided under the terms of this Section, Article, or Agreement.

**Nursing Parent Breaks (ER 7.10, U 5.6)**

*T/A 4/20/22*

The Employer shall provide reasonable break times each day to an employee who needs to express breast milk for their infant child during the twelve months following the birth of the child. After twelve months, additional time may be granted upon request by the employee and may be granted with agreement from the Store Manager. The break times must, if possible, run concurrently with any break times already provided to the employee. The Employer shall not reduce an employee's compensation for time used for the purpose of expressing milk.

The Employer will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. The Employer will be held harmless if reasonable effort has been made.

**Transgender Workers (ER 15.8, U 7.7)**

*T/A 4/20/22*

If any employee is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request, the Employer, upon request and discussion from the employee will:

- Determine a way to notify co-workers of the worker's status or transition, if the employee so desires the transition be known;
- Designate all single person restrooms as gender neutral;
- Encourage every employee in workplace to speak or refer to transgender workers by the names they choose and the pronouns they identify.

The Employer will change all non-legal and non-financial records so that all records use the names transgender employees choose and the pronouns they identify with to the extent allowed by law, unless the employee requests the Employer refrain from doing so. The Employer will also update any photographs unless the employee requests otherwise. Employees have a duty to inform the Employer of such preferences. The Employer will use the employees' preferred name unless otherwise legally required.

Any names and pronouns visible to all employees will be the covered employee's preferred names and pronouns. Employees have a duty to inform the employer of such preferences.

The Employer has a commitment to use the preferred names and pronouns for all employees covered by this section, unless the employee requests the Employer refrain from doing so. The Employer will make all reasonable efforts to use preferred names and pronouns in all public facing mediums, including on name tags.

#### **Use of Cameras (ER 15.12, U 7.11)**

*T/A 4/20/22*

The Employer maintains surveillance cameras to capture activities on the Employer premises and in work areas. The parties recognize that the Employer uses surveillance cameras within the store primarily to protect Employer property and to ensure the security of the store. Store cameras will not be used for the sole purpose of surveilling employees. The parties agree that images obtained from the cameras can be used as evidence when conducting investigations that may lead to discipline. Accordingly, the Employer agrees to make available to the Union any evidence obtained from any surveillance camera which the Employer uses to justify the imposition of discipline, upon request.

#### **Pay Period and Pay Day (ER 7.2, U 4.1)**

*T/A 4/18/22*

Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least thirty (30) days' notice to the employees. Payday shall be no later Friday. An Employer error of five (5) hours or more in an employee's paycheck shall be paid within three (3) business days (Monday thru Friday) after notification after payday. Errors of less than five (5) hours shall be included in the employee's next regular paycheck.

#### **Split Shifts (ER 7.6, U 5.4)**

*T/A 4/18/22*

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

**Domestic Partner (ER 15.9, U 7.9)**

*T/A 4/18/22*

Wherever this Agreement refers to an employee's "family," "spouse," "husband," "wife," or "dependent," including all provisions concerning leave or health and welfare benefits, these words will include domestic partners.

**Searches (ER 15.11, U 7.11)**

*TA 4/18/22*

The Employer will not search an employee's person or property without reasonable suspicion. Supervisors may inspect the contents of employee lockers. Employee lockers may be inspected due to:

- Suspicion that they contain Employer property
- Suspicion that they contain illegal or prohibited items
- Suspicion that they contain property belonging to another employee
- Evidence that they contain food items that are spoiled or are attracting pests

In the event that an employee abandons the job, the employee's locker will be emptied after 72 hours, and the contents will be held for up to thirty days.