

Contract

Between

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 1189**

AND

**CONSUMER'S COOPERATIVE ASSOCIATION
OF EAU CLAIRE**



**Effective
SEPTEMBER 1st, 2011 – AUGUST 31st, 2013**

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AGREEMENT

This AGREEMENT is made and entered into this 1st day of **September**, 2011, by and between the CONSUMERS COOPERATIVE ASSOCIATION OF EAU CLAIRE, Eau Claire, Wisconsin (hereinafter referred to as the Company), and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1189, (hereinafter referred to as the Union).

ARTICLE 1 RECOGNITION

1.1 (a) Exclusive Bargaining Agent: It is agreed that United Food and Commercial Workers Local 1189, shall be the sole and exclusive bargaining agency for all Group 1 and Group 2 employees of the Company, and including "regular part-time" employees of the Company, but excluding the following: full-time and all part-time employees classified as office personnel, temporary, seasonal, casual and student personnel; and all managers, assistant managers and manager trainees, and supervisors as defined by the act.

(b) Coverage on all employees hired for any new facility, department or retail establishment within the county of Eau Claire, not in existence on April 1, 2003 shall be negotiated at the time said facility is added.

(c) Because of conditions contained herein pertinent to covered full-time employees and "regular part-time" employees in regard to seniority clauses and other clauses, the full-time employees shall be designated as Group 1 employees, and "regular part-time" employees shall be designated as Group 2 employees.

(d) "Regular part-time" employee (Group 2) is defined as an employee not in the exclusion list above in section 1.1 (a) who shall regularly and continuously be scheduled every week approximately thirty (30) hours weekly, except they may work greater than thirty (30) hours in weeks under the provisions as set forth in this contract, but not less than 20 hours.

(e) "Casual" employee is defined as an employee who regularly works less than 20 hours per week. This category of employees is not part of the bargaining unit.

(f) Effective September 1st, 2011, the Company agrees card check neutrality for any new facility, department, or retail establishment not in existence on August 31st, 2011.

1.2 **UNION SHOP:** 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, provided they are Group I or Group II employees on the 1st day of **September 2011**, become and remain members in good standing in the Union. It shall also be a condition of employment that all Group 1 and Group 2 employees covered by this agreement and hired on or after its effective date, shall, provided they are Group 1 or Group 2 employees on the 30th day following the beginning of such employment, become and remain members in good standing in the Union. Group 2 employees may work greater than 30 hours per week without being automatically Group 1 employees.

1.3 Any Group 1 or Group 2 employee who was an employee of the company on the date of ratification of this agreement, who previously enjoyed a wage rate, a condition of employment or benefit, shall not suffer any loss as a result of this agreement but shall be recognized as a "grandfathered" employee to prevent loss of any such wage benefit and/or condition.

1.4 **DUES CHECK-OFF:**

(a) The Company agrees to deduct Union dues and initiation fees (if due and owing) from the wages of each employee who voluntarily authorizes such deductions in writing by signing the form set forth below:

Date _____, 20__

I hereby authorize the CONSUMERS COOPERATIVE ASSOCIATION OF EAU CLAIRE to deduct from my wages the Union monthly membership dues and to forward them to the financial secretary - treasurer of UNITED FOOD AND COMMERCIAL WORKERS, LOCAL **1189**.

I agree that this authorization and assignment shall remain in effect until revoked by me, as provided below and shall be irrevocable for a period of one (1) year from the date above, or until the termination of the contract (including any extension, renewal or modification thereof) between the Company and the Union, whichever occurs sooner, at which time it may be revoked by written notice given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of such time. If no such notice is given, I further agree that this authorization and assignment shall be automatically renewed and be irrevocable for successive periods of one (1) year thereafter or until the termination of the contract (including any extension, renewal, or modifications thereof) between the Company and the Union, unless such written notice, as above provided, is given by me to the Company and the Union prior to the end of each such period.

The union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suits, cost, legal expenses, and any other forms of liability brought or issued against the Employer as a result of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

(b) The Company shall deduct the monthly dues and the initiation fees as directed by the Union financial secretary, and pay same to Local **1189** the first (1st) pay period ending of each month.

(c) The Company shall deduct the monthly dues and the initiation fees as directed by the Union financial secretary, and pay same to Local **1189** the first (1st) pay period ending of each month.

ARTICLE 2 RESPONSIBILITIES of the UNION

2.1 **LOCKOUT**: The Company agrees that so long as this Agreement is in effect, there shall be no lockout.

2.2 **NO STRIKE**: The Union, its officers, agents, members and employees covered by this Agreement agree that as long as the Agreement is in effect, there shall be no strikes, partial or complete, sit-downs, slowdowns, stoppages or cessations of work -- including actions of a sympathy nature, boycotts, or any unlawful acts of any kind that interfere with the Company's operation or sale of its products. Any violation of this provision may be made the subject of disciplinary action, including discharge. Only the fact as to whether or not an employee engaged in a violation of this article may be subject to the grievance and arbitration provisions of this Agreement.

2.3 **OBLIGATIONS of LOCAL UNION and OFFICERS**: In the event of any failure of section 2.2 to operate effectively in any work stoppage, the local union, its officers, stewards and agents agree that they will immediately take and continue to take all responsible steps to restore the Company to full operation, including going back to work in place of local officers and stewards.

2.4 The non-exercise of rights hereby retained by the Union shall not be deemed a waiver of any such right or prevent the Union from exercising such rights in any way in the future.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except as otherwise specifically provided in this Agreement, the Company retains all the rights and functions of management.

3.2 Without limiting the generality of the foregoing, this includes:

(a) The determination of products to be sold, the size, and character of inventories and the rights to plan, direct and control the business operation.

(b) The location of the business including establishment of new units and the relocation of and closing of old departments.

(c) The determination of size, direction and arrangement of working forces, including the right to hire, suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons.

(d) The right to establish production standards and make judgments regarding workmanship required. These standards of productivity and workmanship will be based upon the Company's judgment as to appropriate standards of efficiency and productivity. The failure of the employee to meet said standards will be considered just cause for discipline including discharge.

(e) Right of management to set work levels - The Union agrees that management retains the right to establish the work levels in department and management shall set the needed man hours as necessary to achieve the salary ratios in line with sales production in each department.

(f) The right to maintain discipline.

3.3 It is agreed that the enumeration above of management prerogatives shall not be deemed to exclude other management prerogatives not herein specifically enumerated.

3.4 The non-exercise of rights hereby retained by the Company shall not be deemed a waiver of any such right or prevent the Company from exercising such rights in any way in the future.

3.5 The Agreement supersedes and renders void all prior agreements between parties, whether in writing, verbal or subject to past practices, which are inconsistent with any of the terms or provisions of this Agreement.

ARTICLE 4 LAYOFFS

4.1 When it becomes necessary to reduce the working force of Group 1 employees, notice of such action shall be given to the department steward and affected employees at least three (3) working days in advance, except in cases beyond the Company's control.

4.2 Seniority shall be a factor in a layoff if other factors of aptitude and qualifications are equal.

In the event of a layoff in a department, the Company reserves the right to decide whether employees in Group 1, Group 2 or both shall be laid off. No such layoff shall affect the Company's rights to employ or assign non-bargaining unit employees in any department except in any department where there has been a layoff. The Company agrees not to add non-bargaining unit employees in that department except on a temporary basis not to exceed two weeks. If the Company decides Group 1 employees shall be laid off, said employees may use their department seniority for Group 2 jobs in the department if available.

4.3 In the event the Company decides to discontinue a department in whole or in part, the employees employed in said department(s) shall not have any seniority rights to any other department(s) or phase of Company's operations.

At the time of an announced layoff, the company and union will discuss and agree upon a fair severance package. Said discussions and agreements will not affect employment and provision 2.2 of the Contract will remain in effect.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is defined to be a matter(s) involving an alleged violation of this Agreement by the Company as a result of which the aggrieved employee maintains that these rights or privileges have been violated by reason of the Company's interpretation or application of the provisions of this Agreement. Such matters shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances.

5.2 Time Limit for Filing Grievances: A grievance shall not be considered unless submitted within fourteen (14) calendar days from the date the alleged grievance was known or should have become known by the employee. Furthermore, the Company and the Union hereby agree that there is a four (4) week limitation on back wages.

5.3 Procedure: The Company and the Union agree to the following procedure of presenting and adjusting grievances which must be processed in accordance with the following steps:

FIRST STEP: The member and steward will try to settle the grievance with the department manager. A written notice shall be furnished to the Union and employee if an employee is terminated in this first step.

SECOND STEP: This step is with the Union committee, the human resource director, department manager, and/or division manager, and Union steward of the department involved. In this step, the written grievance shall include: a clear, concise statement of the alleged grievance, the facts upon which the grievance is based, the issues involved and the relief sought.

The written grievance should also specify the specific contract provision which was allegedly violated. Any disciplinary action taken shall be in writing, with a copy forwarded to Local **1189** office in Duluth within five (5) working days.

THIRD STEP:

(a) Union officials and international representative with the general manager and Co-op Board Committee at their discretion.

(b) At any step in this grievance procedure, the executive committee of the local Union shall have final authority in respect to any aggrieved employee covered by this Agreement to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgment of the executive committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union executive committee.

(c) Should the dispute, difference or grievance not be resolved in Step Three, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS), Bureau of Mediation (BMS), or Wisconsin Employment Relations Commission (WERC) will be used for this mediation. Mediation must be requested within ten (10) days of the Step Three meeting.

FOURTH STEP: In the event no settlement is reached by the mutual agreement of the parties, then, upon the request of either party, such dispute shall be submitted to a Board of Arbitration consisting of one member to be appointed by each of the parties hereto, and a third member to be chosen by the first two members. The party requesting arbitration shall be given notice in writing of the fact to the other party and in such notice shall furnish the name of its arbitrator. Such two arbitrators shall appoint a third arbitrator within 72 hours after the original request for arbitration. If they cannot agree on a third arbitrator within such 72 hours, the Federal Mediation and Conciliation Service shall be requested to submit a panel of five names to the two arbitrators. Each arbitrator shall strike off two and the one remaining shall be the third arbitrator. If the two arbitrators cannot agree upon who shall strike the first of the five names on the panel, a coin shall be tossed and the arbitrator who loses the toss of the coin shall strike the first name. The arbitration board's award shall be in writing and shall be rendered within twenty (20) days after the appointment of the last member thereof, and shall be binding upon the Company, the Union, and the employee involved in the controversy.

5.4 **AUTHORITY of ARBITRATOR:** The arbitrator shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. The arbitrator shall consider and decide only the particular issue presented to him in writing by the Company and the Union, and his decision and award shall be based solely upon his/her interpretation of application of the terms of this Agreement.

If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his/her award. The award of the arbitrator shall be final and binding on the Company, the Union and the employee or employees involved.

5.5 **ARBITRATOR EXPENSES:** The expenses of the arbitrator, including his/her fee, shall be shared equally by the Company and the Union. Each party shall be responsible for its own arbitration expenses.

ARTICLE 6 VACATIONS

6.1 **ELIGIBILITY and ENTITLEMENT:** Group 1 employees who have worked for the Company more than one (1) year, and who have worked at least 46 weeks excluding vacation during this 52 week period, shall be granted vacation allowance of forty (40) hours, paid at the straight time rate. Additional vacation weeks shall be granted based on years of service and outlined in 6.5.

6.2 Group 2 employees who have worked for the Company more than one (1) year and who have worked at least 46 weeks during this 52 week period, shall be granted vacation allowance in the weekly amount of the average hours worked per week for the prior 52 weeks with a maximum of 40 hours per week paid at the straight time rate. Additional vacation weeks shall be granted based on years of service and outlined under 6.6.

Group 2 employees who are members in good standing and who, prior to April 1, 1998, worked an average number of hours less than 30 per week shall be grandfathered to earn a minimum of 30 hours per week of vacation.

6.3 Vacation may be taken any time of the year with supervisor's approval and will be paid on a regular time sheet schedule as used.

(a) Vacation can be taken in full hour or day increments with supervisor's prior approval and will be paid on a regular time sheet schedule as used.

(b) If an employee has earned four (4) weeks or more of vacation, two (2) weeks of this time must be taken in full week increments with supervisor's prior approval.

6.4 **TERMINATING VACATION PAY:** Upon giving and fulfilling two (2) weeks notice of scheduled hours not comprised of vacation when voluntarily terminating, employees who have been employed with the company a minimum of one (1) year of service as outlined in sections 6.1, 6.2, and 6.7, will receive accrued and earned vacation pay up to date of termination. Eligible employees voluntarily quitting with less than two (2) weeks notice will receive earned vacation pay only. Employees discharged for serious offenses as outlined in 12.1 which resulted in a financial loss to the company will forfeit all rights to vacation pay including any accrued and/or earned vacation pay. Employees discharged for **theft or intentional damage to company property** will forfeit all accrued vacation.

6.5 **GROUP 1 VACATION**

1 year	1 week
2-7 years	2 weeks
8-15 years	3 weeks
16-over	4 weeks

Those employees who are currently receiving five (5) weeks of vacation as of the date of ratification of this current contract will be grandfathered to continue to receive five (5) weeks of vacation.

6.6 **GROUP 2 VACATION**

1 year	1 week
2-7 years	2 weeks
8-15 years	3 weeks
16-over	4 weeks

6.7 Date of hire will be used to determine vacation for all new hires from the date of ratification of this current contract forward. Group 1 and Group 2 vacation will start accruing on date of hire; however, no vacation pay will be available unless the employee has completed one (1) year of continuous service and has worked a minimum forty-six (46) weeks during this fifty-two (52) week period.

6.8 There will be no carryover (banking) of vacation from year to year. Vacation not taken within the employee's vacation year will be forfeited. Employees with 15 or more years of service with the company may bank the hours of a maximum of two weeks of vacation per year to be paid to employee at time of retirement or resignation **or termination**.

**ARTICLE 7
LEAVE of ABSENCE**

7.1 **ELIGIBILITY:** Employees shall be eligible for a leave of absence for compelling personal or medical reasons. Company will continue Health Insurance Benefits for those employees on an approved leave at the group premium discount rate with no employer contribution or as in accordance with applicable state and federal laws.

7.2 **PROCEDURE**: Employees shall make written application for leaves to the Human Resource Office and shall, except in the case of illness or injury, make application ten (10) days prior to the desired starting date of the leave.

7.3 **TYPES of LEAVES**

(a) **GENERAL**: The Company may grant a leave of absence for any reason deemed acceptable to the Company for a specified period of time. An employee may request and the Company will grant in its discretion, an extension of such leave by making written application thereof five (5) business days prior to the expiration of the original leave, supported by appropriate reasons. The maximum cumulative leave under this paragraph shall be sixty (60) days.

(b) **FAMILY, MATERNITY and MEDICAL LEAVES**: Family, maternity and medical leaves will be granted in accordance with state and federal law.

7.4 **LEAVE for UNION ACTIVITIES**: Any employee chosen by the Union to attend Union business outside of the Company, shall, with permission of the management, be granted leave of absence without pay, not to exceed one (1) year unless renewed at the end of the period.

7.5 **SICK LEAVE**: Group 1 employees who have more than one (1) year of continuous service, shall be granted five (5) days (equal to 40 hours) of paid sick leave per anniversary year, which if unused shall be allowed to accumulate to a maximum of twenty (20) days (equal to 160 hours).

Group 2 employees who have more than one (1) year of service shall be granted three (3) days (equal to 21 hours) of paid sick leave per anniversary year which if unused shall be allowed to accumulate to a maximum of ten (10) days, equal to seventy (70) hours.

(a) No sick leave shall be paid if worker leaves shift, or for the first full day of each reported sickness.

(b) Request for leave must be supported by a physician's statement certifying the reason for leave, the period during which the employee will be physically unable to perform regular duties, and anticipate date of return to work. Company can request 2nd physician's opinion if leave seems excessive, at no expense to employee.

(c) Employer may request a physical examination and/or physician's statement to determine whether the employee is physically able to return to work, at no expense to employee.

(d) Sick leave pay shall be allowed only in cases of legitimate absence due to illness or temporary disability, for those weeks in which the employee is physically unable to return to work and perform regular job duties.

(e) An employee is eligible to use any earned sick leave pay for the purpose of caring for a child or spouse who is terminally ill or has suffered a serious accident beginning the second consecutive full day missed. Sick pay may be used beginning the third consecutive full day missed in order to care for an ill child or spouse.

(f) An employee who has exhausted paid sick leave will be placed on sick leave without pay until the physician certifies the employee's ability to return to work.

(g) When absences due to alleged illness, given good reason to believe these provisions are being abused, the Company shall have the right to require, at the Company's expense, a doctor's statement from the Company-designated doctor supporting the absence. Employees may provide a doctor's statement from the physician of their choice at their own expense.

Any employee found guilty of abusing the sick leave privilege will not be compensated for any lost time for the current absence and shall be subject to disciplinary action.

(h) Under no circumstances shall there ever be a payment for unused sick leave. To be eligible for sick leave employees shall be currently working, not on layoff or other non-working status.

(i) If no sick days are recorded within a calendar year, Group 1 employees will receive one personal holiday at eight (8) hours and Group 2 employees will receive one (1) personal holiday at six (6) hours to be used, with supervisor's prior approval, in the next calendar year. Employee must have been employed at the beginning of the first day of the calendar year to be eligible for the full benefit. Employees hired between January 1st through July 1st will receive one (1) personal holiday at four (4) hours to be taken in the next calendar year if no sick days are recorded within that year.

7.6 **DISABILITY COVERAGE:** The Company, at its expense, shall provide disability coverage for all Group 1 and Group 2 employees, who have completed one year continuous service. Disability payments shall begin **fifteen (15)** days after accident or illness occurs and coverage shall be provided for not more than six (6) months.

7.7 **FUNERAL LEAVE**

(a) The intent of this provision is to pay Group 1 employees for scheduled working time to attend the funeral of a near relative.

If funeral is for spouse, son, step-son, daughter or step-daughter, up to five (5) working days paid.

If funeral is for immediate family (brother, step-brother, sister, step-sister, father, step-father, mother, step-mother) up to three (3) working days paid.

Relative funerals: (father-in-law, mother-in-law, legal guardian, grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law or any relative or significant other with whom the person is currently living with), two (2) working days paid. The employee shall be expected to provide proof of relationship to the deceased, such as obituary notice or other notice satisfactory to management.

If funeral is for an immediate aunt or uncle, up to four (4) hours paid for both Group **1 and** Group **2** employees.

(b) **Section 7.7** shall apply to Group **2** employees and the Company agrees to pay Group **2 employees** funeral leave for working time lost with a maximum of seven (7) hours a day paid.

7.8 **JURY DUTY**

(a) A Group **1** employee who is called to serve on jury duty shall be paid for actual hours worked for the Company. If this pay, together with his/her jury duty pay does not equal his/her regular weekly pay, the employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as he/she is available during the hours when court is not in session.

The above shall apply to petit jury duty only. An employee receiving full pay from his/her employer while serving on a jury will be required to turn in to his/her employer, the jury duty pay for the period he/she served on the jury not to exceed two (2) weeks.

(b) Section 7.8 above shall apply to Group **2** employees.

ARTICLE 8 - SENIORITY

8.1 **COMPANY RIGHTS:** The Company reserves the right with respect to all departments to decide the number of Group **1** and Group **2** employees who shall be employed in each department. The Company reserves the right with respect to all departments to decide the number of non-bargaining unit employees who shall be employed in each department.

8.2 **CLASSIFICATIONS:** There shall be two (2) classifications of employees governed by this contract: Group **1** - full-time skilled, Group **2** - regular part-time unskilled. Only these two (2) classifications will have seniority rights.

Group **1** employees are those employees who normally are scheduled a forty (40) hour regular schedule work week.

Group **2** employees are those employees who normally are scheduled a thirty (30) to forty (40) hour regular schedule work week.

It shall be the intent of the Employer that allotted hours available for work will be scheduled in the following manner unless waived by Employee:

- Group 1 – Most hours
- Group 2 – 2nd most hours
- Non-Bargaining units – Least hours

No less senior Group 1 or Group 2 employee in a department will be scheduled for more hours than a more senior Group 1 or Group 2 employee in that same department unless the employee has restricted his or her availability.

8.3 **ESTABLISHING OF SENIORITY - GROUP 1 and GROUP 2**

(a) All new employees shall be considered probationary employees until they have completed sixty (60) calendar days. Probationary employees have no seniority rights. The Company shall be the sole and exclusive judge of a probationary employee's qualification and ability and shall be the sole and exclusive judge in deciding whether to continue employee's employment.

(b) All new and existing Group 1 employees' seniority shall begin on the date he or she became full-time or when he or she joined the Union. If the employee previously held a Group 2 position, the original seniority date will prevail for vacation, sick and pension.

(c) All new and existing Group 2 employees seniority date shall begin on the date he or she joined the Union. If a Group 2 employee has previously held a Group 1 position in the same department, the Group 1 departmental seniority date shall prevail.

(d) In the case of new employees in highly technical jobs, there will be an additional sixty (60) days to establish seniority. In these jobs management will be the sole and exclusive judge of proficiency. If employee meets required proficiency and is retained by the Company, the seniority date shall be established when the individual joins the Union.

8.4 **SENIORITY WILL BE DEPARTMENTAL:** There will be no company-wide seniority for any other purpose except as provided under section 8.8.

8.5 **SENIORITY LIST:** A Group 1 and Group 2 employee list shall be posted. Corrections will be made every three (3) months. These seniority lists will be audited by the Union each time posted. Any corrections necessary shall be called to the Company's attention within thirty (30) days.

8.6 **LOSS of SENIORITY:** Seniority rights will be broken for the following reasons:

- (a) Quits or retires.
- (b) Is discharged for cause.

- (c) Is absent from work for two (2) consecutive working days without notification to the Company, unless the employee cannot notify the Company because of proven physical disability or Act of God proven to the satisfaction of the Company.
- (d) Fails to advise the Company of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to his/her last known address.
- (e) Performs no work for a period of twelve (12) months or for a period of time equal to the employee's seniority, whichever is shorter.
- (f) Works for another employer during a leave of absence.
- (g) Fails to report to work at the termination of a leave of absence or any extension thereof.
- (h) Company will review individual hardship cases.

8.7 **RIGHTS TO RETURN TO BARGAINING UNIT:** An employee who leaves the bargaining unit to accept another position with the company can return to the bargaining unit within one (1) year, and to the job he held upon leaving the bargaining unit, or to a job which he is entitled by his seniority, provided he/she is qualified to perform the work.

8.8 **OPENING IN DEPARTMENT:** Openings shall be posted unless it is necessary for the Company to reduce the work force in the department.

(a) In the event a Group 1 vacancy occurs within a department, which the Company desires to fill, promotions shall be made from Group 1 employees first within the department according to seniority.

(b) Notice of such vacancy will be posted for seven (7) working days on the main bulletin boards throughout the Company. At this time, employees may sign the posting. Job postings will show job duties, starting rate and top rate and other details of the job.

(c) Interested Group 2 employees may sign the general posting as well as Group 1 employees, however, Group 1 employees shall have preference, if aptitude and ability are equal. If no Group 1 employee signs the posting, then the most senior Group 2 employee who has signed and is qualified, shall be given the opportunity to fill the vacancy before a new employee is hired.

(d) Filling of job vacancy. Qualifications: When the Company judges that the vacancy should be filled, the job will be filled as follows and the following factors shall be considered:

1. Seniority within department.
2. Qualifications: The term "qualification" when used in this Agreement as descriptive of an employee, shall mean the possession by the employee of the ability, experience and skill necessary for the satisfactory performance of the work for which the employee is being considered:

For purposes of such openings in departments, interested Group 2 employees may sign for the general posting. Group 1 seniority will have preference over Group 2.

Openings can be filled temporarily at the discretion of management. Inability to perform the higher rated job will result in removal within a sixty (60) day period and return the employee to former job classification.

8.9 **TRANSFER**

(a) Temporary transfer of Group 1 and/or Group 2 employee who is steadily employed (temporary transfer is defined as the transfer of an employee from his regularly assigned department to another department on a day-to-day basis for a period not to exceed three months) shall be at the Company's discretion and done as the Company deems appropriate for efficiency and maximum productivity. An employee on temporary transfer shall continue to accumulate seniority in their regularly assigned department.

(b) Permanent transfer of Group 1 and Group 2 employee from one division or department to another can be made at Company's request. Employees permanently transferred at Company request shall transfer original seniority date to new department. Employee requested transfer, if granted, will not transfer seniority.

8.10 **NEW DEPARTMENTS:** In the event of a new department at existing locations being opened, Company will follow the outline of section 8.8, however, management need not select the existing employee who has signed the posting if the work force is fully employed with no layoffs. When employees are on layoff and management interviews those who sign the job posting for the new department, there shall be a union representative present.

8.11 **TEMPORARY, SEASONAL, CASUAL, and STUDENTS:** Temporary, seasonal, casual, and students shall not establish seniority. There shall be no automatic move from non-bargaining unit employees to Group 2 status, unless approved by Company and Union. A student is any person registered in and attending an accredited school.

ARTICLE 9 HOURS of WORK, WORKING CONDITIONS, JOB CLASSIFICATIONS and WAGES

9.1 The Company shall have the right to establish the work day and work week and the right to establish and implement all work shifts and schedules which are necessary in the Company's judgment to effectively and efficiently perform the work to be done except as provided herein.

9.2 **THE BASIC WORK WEEK** is from Sunday, 12:01 a.m. through Saturday, 12 p.m. midnight.

9.3 Actual hours worked on Sunday and holidays shall be paid as provided elsewhere in the contract. However, no Group 1 or Group 2 shall be scheduled less than four (4) hours, unless waived by the employee.

9.4 Group 1 and Group 2 employees shall receive two (2) days off, not necessarily consecutive in each calendar week, unless waived by the employee.

Hours worked on Sunday and holidays shall be included in the basic work week. Overtime shall consist of all hours worked in excess of forty (40) hours in one week.

9.5 **NO WORK GUARANTEE:** There is no guarantee of work and definitions in 8.2 shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week. Nothing in this article or any other article is intended to limit the employer's right to schedule nor to be construed as a guarantee of hours of work.

9.6 **CALL TO WORK OTHER THAN REGULAR SHIFT:** Employees called to work at a time other than their regular shift by reason of emergency work shall receive at least two (2) hours regular pay. All time worked during the call-in shall be paid for at the rate of straight time except as provided elsewhere in this contract. This provision does not apply to employees called in advance of their scheduled shift.

Employees required to work over their scheduled shift will be given as much advance notice as is reasonably possible under the circumstances.

9.7 **SPLIT SHIFTS:** Employees shall not work split shifts. No Group 1 or Group 2 will be scheduled for less than four (4) hours.

9.8 **WORK SCHEDULE**

The work schedule will be posted for any two week period by noon on Friday proceeding the first week of the two week period.

All Employees shall have the opportunity prior to the posting of the schedule to request of the Company, in writing, a particular day or days off. Written day-off requests must be received no later than three (3) days prior to the time the work schedule is posted. If the requested day or days off are for a justifiable reason, the Employer will grant the request based on the needs of the business so that the Employee receives his / her requested day or days off without loss of hours, based on seniority.

9.9 **REST PERIODS:** Rest periods shall be fifteen (15) minutes in length and will be scheduled by department managers to ensure adequate performance of duties in the department, and cannot be taken as the first fifteen (15) minutes of ones shift, nor the last fifteen (15) minutes of ones shift.

One (1) such rest period will be granted each employee for each four (4) hours worked. More time taken than allotted (15 minutes) will be lost for the employee and deducted from regular pay.

At Mega Mart convenience stores, employee breaks can be taken dependent upon customer service needs, throughout the employees shift, to equal a rest period of fifteen (15) minutes in length for every four (4) hours worked. This policy differs from the supermarkets due to different staffing requirements and business necessities at our convenience stores.

9.10 **SAFETY and HEALTH**: The Company shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees will be expected to cooperate to the best to their ability in the prevention of accidents to themselves and fellow workers.

9.11 **PAYDAY DATE**: Payday will be on Friday every week for the previous week and paychecks will be available at noon on Fridays. **Direct Deposit will be mandatory for all employees.**

9.12 **JOB CLASSIFICATIONS and WAGES**

(a) There shall be three (3) classifications of jobs in the Group 1 status. These classifications shall be made by the Company using the MIMAS job evaluation system.

(b) All Group 1 jobs will be considered leadership, by example, positions within the department. Group 1, at the direction of the managers, will be responsible for employee training and limited ordering. Each classification will carry a wage progression based on length of service.

(c) Premium pay will be paid those employees who, by management designation, are involved in scheduling, supervision, job assignment, reviewing, checking work, and eliminating normal difficulties under standard procedures, but whose time is primarily spent performing the same work as other members of the department.

(d) Within the scope of this agreement, it is agreed upon by the Union and Company that student employees that work in the Meat Department will not be allowed to trim or grind meat.

9.13 **GROUP 1 - JOB CLASSIFICATION A - SKILLED**

Journeyman Baker
Journeyman Meat Cutter
General Mechanic/Refrigeration/Heating

GROUP 1 - JOB CLASSIFICATION B-1 – PETROLEUM CLASSIFICATION

Bulk Petroleum Driver

GROUP 1 - JOB CLASSIFICATION B-2 - LEAD CLERKS

Lead Meat Wrapper	Apprentice Baker
Lead Produce Clerk	Receiving Warehouse Clerk
Lead Night Stocker	Lead Janitor
Full Service Meat Case Head Clerk	Apprentice Meat Cutter
Lead Bakery Clerk/Cake Decorator	

GROUP 2 - JOB CLASSIFICATION A - NIGHT HOURS

Night Stocker	Bakers Helper/Donut Fryer
Third Shift Cashier	Frozen Clerk
Third Shift C-store Clerk	

GROUP 2 - JOB CLASSIFICATION B - GENERAL CLERKS

Meat Clerk	Deli Clerk
Produce Clerk	Floral Clerk
Liquor Clerk	Dairy Clerk
Bakery Clerk	Meat Wrapper
DSD/Pricing Clerk	Cash Accounting Clerk
Service Desk Clerk	Cashier
Customer Service Clerk	Early Night Stocker
Janitor	

GROUP 2 - JOB CLASSIFICATION C - CONVENIENCE STORE DIVISION

Convenience Store Clerk	Lube and Oil Technician
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9.14 **HOURLY RATES:** The hourly rates of the three (3) Group 1 job classifications and three (3) Group 2 job classifications shall be set forth in Supplement "A" and made part of this Agreement.

**ARTICLE 10
HOLIDAYS and SUNDAY**

10.1 **HOLIDAYS - NUMBER of RECOGNIZED HOLIDAYS and HOLIDAY PAY:** Eligible Group 1 employees who have completed their sixty (60) day probationary period will be paid one (1) regular eight (8) hour shift at straight time for recognized holidays.

Eligible Group 2 employees who have completed their sixty (60) day probation and who have not signed a waiver for less than thirty (30) hours per week shall be paid seven (7) hours for holiday pay for recognized holidays. Recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

10.2 **ELIGIBILITY REQUIREMENTS:** To be eligible for holiday pay an employee must:

(a) Meet the seniority requirements set forth above.

(b) Have worked the scheduled hours on the workday immediately preceding and immediately following the holiday, unless the employee has failed to work the scheduled workdays with permission of the Company or is absent because of:

1. The employee's regularly scheduled day off falls on either the workday immediately preceding or following the holiday and he is not required to work that day.
2. Notification of a layoff is given during the week the holiday occurs.
3. Employee is on an approved medical leave of absence which was granted either the week before or the week during which the holiday occurred.
4. Jury duty requiring absence from work.
5. Illness or accident occurring during working hours on the workday immediately preceding or following the holiday preventing an employee from continuing to work.
6. Death in the immediate family.
7. The Company will review individual hardship case.

10.3 **HOLIDAY WORK:** Employees who are required to work on any of the above recognized holidays when their regular work schedule so requires, shall be compensated at the rate of time and one-half for hours worked.

10.4 **HOLIDAY DURING VACATION:** When a holiday falls during an employee's vacation, the employee will receive an additional day's pay or an additional day off with pay at the Company's option.

10.5 **SUNDAY:** Sundays: All Group 1 and Group 2 Employees hired **prior to September 1st, 2011** who work on Sunday shall be compensated at the rate of time and one-half (1½) their regular rate of pay.

ARTICLE 11 INSURANCE, PENSION, RETIREMENT

11.1 **HOSPITAL and MEDICAL INSURANCE:** Eligibility: Group 1 employees (including their spouse and dependent children) who have completed their probationary period shall be eligible for hospital and medical insurance and life insurance.

Group 2 employees averaging **38 hours or more per week for** a period of 6 consecutive weeks (including their spouse and dependent children) who have completed their probationary period shall be eligible for hospital and medical insurance and life insurance. All G1 and G2 employees must work a minimum of 38 hours/week average over a year to remain eligible for hospital and medical insurance. All employees covered under their spouse's health plan will not be eligible for coverage through Consumers Cooperative's health plan.

Those G2 employees who are currently receiving hospital, medical, and life insurance as of the date of ratification (April 1, 2006) of this current contract will be grandfathered to continue to receive insurance.

11.2 The Company agrees to pay the current premium percentage (75%) of the for all eligible Group 1 and Group 2 employees for hospitalization and medical insurance.

The Employee will be required to pay additional cost (25%) of premium variation which will be deducted from paychecks on a weekly basis.

The Company will provide the current rates to the Union and notify the Union of any future rate changes.

11.3 CONDITION of PAYMENT for EMPLOYEE OFF WORK

(a) Company agrees to pay its share toward the employee's health coverage for employees for one (1) month beyond the month in which the employee becomes ill or is hospitalized or in accordance with applicable state and federal law. The employee must remit their share of the health coverage premium to the Human Resources Office by the 10th of each month for coverage the following month.

(b) For laid-off employees, Company agrees to pay one (1) month beyond the month of layoff. Employee, after one (1) month layoff, and still not called back, may remit to Company, the premiums for same coverage at date of layoff, not to exceed eighteen (18) additional months -- said premiums to be paid to Company by the 10th of each month, providing said policy is not in conflict with policy of insurance carrier.

11.4 PENSION PLAN: Group 1 and Group 2 employees are eligible to join the Co-op's 401(k) pension plan.

(a) Eligibility: Group 1 and Group 2 employees are eligible to join the pension plan, if they meet the following criteria:

1. One continuous year of service.
2. Work a minimum of 1,000 hours the first year and then 500 hours or more thereafter.
3. Are 21 years of age but not yet 59 years of age.

(b) Co-op shall make its contribution for each employee. The Co-op will match \$.35 of each dollar the employee places into the 401(k) plan up to a maximum of 2% of employee compensation. Regarding employer contributions, the employee would receive 0% of employer contribution to three (3) years of service, 100% of employer contribution after (3) years of service

(c) The employees shall make their contribution through payroll deductions. The employees' own contributions are always 100% vested. Employees retain the right to cease contributions to the plan at any time. State and federal regulations take precedent.

(d) In addition, the Board of Directors may declare a minimum of \$5,000 of net proceeds for distribution to all eligible employees based on a percentage of annual earnings.

(e) Entry dates will be twice per year – January 1 and July 1.

11.5 RETIREMENT

(a) Any Group 1 or Group 2 employee may retire any time after age 55.

(b) Any Group 1 or Group 2 employee who reaches age 70 shall be retired. Upon retirement, Company will pay employee any accrued vacation pay due.

(c) At the time of retirement, where applicable, employee shall be given option of his desire in regard to the Pension Plan.

(d) State and federal regulations take precedent.

11.6 LIFE INSURANCE

(a) \$10,000 life insurance, paid by Company for Group1 employees.

(b) \$5,000 life insurance, paid by Company for Group 2 employees.

ARTICLE 12 GENERAL

12.1 PROGRESSIVE DISCIPLINE and EMPLOYMENT TERMINATION: The employer will follow the principles of progressive discipline with respect to minor offenses. The procedure will be:

- 1) Verbal warning;
- 2) Written warning;
- 3) Suspension (without pay);
- 4) Discharge.

In arbitration proceedings, the employer shall not introduce into evidence any warnings against the grievant where the warnings occurred more than twelve (12) months prior to the disciplinary action giving rise to the grievance.

Offenses that would be subject to progressive discipline and could result in discharge shall include BUT NOT limited to:

- a) Cash irregularities.
- b) Inability to achieve and maintain production standards as set by Company.
- c) Racial intolerance.
- d) Failure to obey reasonable instruction not in conflict with Agreement.
- e) Failure to notify manager to be excused from work. Leaving work early without permission from manager.
- f) Abuse of lunch and break time.
- g) Failure to report injury or accident immediately.
- h) Discourteous acts to customers and fellow employees.
- i) Failure to follow Company policy and procedure.
- j) Time card abuses.
- k) Use of improper language.
- l) Disclosure of confidential Company information.
- m) Tardiness for work.
- n) Failure to permit supervisor or other authorized personnel to inspect items in possession.

Serious offenses that shall result in immediate dismissal but not be limited to the following offenses:

- 1) Dishonesty, stealing, intentional mismarking merchandise.
- 2) Under the influence and/or improper use of mood altering chemicals and/or under the influence of/possession of illegal substances while on Company property.
- 3) Misuse, abuse and unauthorized use of Company, customer, and/or employee property.
- 4) Falsifying Company records or information.
- 5) Theft.
- 6) Fighting, immoral conduct, threats or intimidations.
- 7) Arrest and conviction of serious crime.
- 8) Unauthorized possession of weapons.
- 9) Any proven act of intentional sexual harassment.

12.2 **COST-of-LIVING ADJUSTMENT - FOR GROUP 1 EMPLOYEES:** It is mutually agreed by Company and Union that a Cost-of-Living Adjustment shall be waived for the period of this contract.

ARTICLE 13
TERMS and AMENDMENTS

13.1 **NO DISCRIMINATION**: The Company agrees that it is the policy of the Company to afford equal opportunity for employment, for advancement in employment, and for continuation of employment to all individuals regardless of their religion, race, color, sex, age, disability or national origin as established by law.

13.2 **GOVERNMENT REGULATIONS TAKE PREFERENCE**: If any provisions of this Agreement are found to be contrary to any laws or orders of the government, such laws or orders shall take precedence over the provisions of this Agreement.

13.3 **TERMS**

(a) For all Group 1 and Group 2 employees and the Company, this Agreement shall take effect as of September 1st, 2011 and shall remain in effect until midnight on **August 31st, 2013**, and continue to remain in effect unless written notice shall be served on either party, sixty (60) days prior to the expiration date hereof.

(b) It is understood that this total Agreement is for a (2) year period, ending on **August 31st, 2013**.

13.4 **AMENDMENTS**: This Agreement may be amended by mutual agreement between the parties if either party proposes amendments to this Agreement during the life thereof; negotiations on such proposals shall begin within fifteen (15) days. If no settlement is reached, the provisions of this Agreement shall continue in effect.

For the Consumers Cooperative
Association of Eau Claire, WI

For UFCW Local **1189**
Duluth, MN

President of Board of Directors

Union Representative UFCW **1189**

**SUPPLEMENT A
 CONSUMERS COOPERATIVE ASSOCIATION OF EAU CLAIRE AND
 UNITED FOOD & COMMERCIAL WORKERS LOCAL 1189
 WORKING & WAGE AGREEMENT
 MINIMUM WAGE SCALE**

GROUP 1 - CLASSIFICATION A – SKILLED

Journeyman Baker - Journeyman Meat Cutter - General Mechanic/Refrig/Heat

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	14.08	14.22	14.50
6 to 12	14.72	14.86	15.15
12 to 24	15.36	15.51	15.66
over 24	16.00	16.16	16.48
5 years +	16.32	16.48	16.80
20 years +	16.64	16.80	17.13

GROUP 1 - CLASSIFICATION B-1

Bulk Petroleum Drivers

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	12.80	12.92	13.18
6 to 12	13.44	13.57	13.84
12 to 24	14.72	14.86	15.15
over 24	15.36	15.51	15.82
5 years +	15.68	15.83	16.14
20 years +	16.00	16.16	16.48

GROUP 1 - CLASSIFICATION B-2

Lead Produce Clerk/Head Clerks - Receiving/Warehouse Clerk - Lead Janitor
 Lead Meat Wrapper - Head Night Stocker - Apprentice Meat Cutter - Full Service Meat
 Case Head Clerk - Apprentice Baker - Head Bakery Clerk/Cake Decorator
 Lead Lube & Oil Technician

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	10.88	10.98	11.19
6 to 12	11.52	11.63	11.86
12 to 24	12.16	12.28	12.52
over 24	12.80	12.92	13.17
5 years +	13.12	13.25	13.51
20 years +	13.44	13.57	13.84

**GROUP 2 - CLASSIFICATION A
NIGHT HOURS**

Night Stock Personnel - Baker's Helper - 3rd shift Cashiers - 3rd shift C-Store Clerks
3rd shift Clerk - Cash Accounting

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	9.60	9.69	9.88
6 to 12	9.92	10.01	10.21
12 to 24	10.24	10.34	10.54
over 24	10.56	10.66	10.87
5 years +	10.69	10.79	11.00
20 years +	11.01	11.12	11.34

GROUP 2 - CLASSIFICATION B

Meat Clerk - Deli Clerk - Produce Clerk - Floral Clerk - DSD/Pricing Clerk - Liquor Clerk
Early Night Stocker - Cashier/Customer Service Clerk - Meat Wrapper - Dairy Clerk Service
Desk Clerk - Bakery Clerk Janitor

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	8.15	8.23	8.39
6 to 12	8.51	8.59	8.76
12 to 24	8.96	9.04	9.22
over 24	9.60	9.69	9.88
5 years +	9.98	10.07	10.27
20 years +	10.30	10.40	10.60

GROUP 2 - CLASSIFICATION C

Convenience Store Clerk - Lube & Oil Technician

	9/1/2010	9/1/2011	9/1/2012
		1%	2%
0 to 6	8.96	9.04	9.22
6 to 12	9.47	9.56	9.75
12 to 24	9.98	10.07	10.27
over 24	10.56	10.66	10.87
5 years +	10.88	10.98	11.19
20 years +	11.20	11.31	11.53

PREMIUM PAY FOR SELECT POSITIONS

Cash Accounting Clerk	\$.50/hour
Pricing Clerk	\$.50/hour
Third Shift Group 1	\$ 1.00/hour
Donut Fryer Premium	\$ 1.15/hour

GROUP 2 - CONSISTENTLY WORKING

5 am Opening or 12 Midnight Closing Shift	\$.25/hour
Cash Accounting Premium	\$ 1.00/hour
Service Desk Premium	\$.50/hour