

**Letter of Agreement
Regarding Assistant Managers**

The United Food and Commercial Workers Union, Local No. 1189 ("Union") and Whole Foods Community Co-Op, Inc. ("Employer") are parties to a Collective Bargaining Agreement covering the time period of April 21, 2020 up to and including April 20, 2023 ("CBA"). The parties have agreed to accrete the Assistant Managers into the bargaining unit and to apply the CBA to them, except as provided in this Letter of Agreement.

ARTICLE 1 – UNION SECURITY

Revise Article 1, Section 1.1, second paragraph, as follows:

* * *

Suppliers, vendors, salesmen, and non-bargaining unit employees shall not be permitted to perform bargaining unit work, with the exception of Department Managers. Notwithstanding the foregoing, Store Managers, the Operations Manager, and other Office/Administration managers and employees may perform bargaining unit work in exceptional circumstances.

ARTICLE 3 – CLASSIFICATION OF EMPLOYEES

Revise Article 3, Section 3.1, as follows:

3.1.A. FULL-TIME:

An Assistant Manager shall be defined as a full-time employee who is regularly scheduled to work at least thirty (30) hours per week and at least five (5) days per week, except by mutual agreement.

ARTICLE 4 – PAY PERIOD, WORK WEEK, OVERTIME

Revise Article 4, Section 4.3, to add a new Section C as follows:

4.3 OVERTIME PAY:

C. Section 4.3.B. shall not apply to Assistant Managers. Assistant Managers may be scheduled overtime based upon the needs of the department, after consulting with the employee. Overtime work may not be scheduled for more than eight (8) hours per week, except by mutual agreement. Overtime work must be pre-approved by the Department Manager, Store Manager, or Operations Manager.

ARTICLE 5 – WORK SCHEDULES AND WORK HOURS

Revise Article 5, Section 5.1, as follows:

5.1 WORK SCHEDULES:

A.1. The Employer will make every effort to schedule Assistant Managers with a regular weekly schedule, while taking into account pre-approved time off requests. Weekly work schedules will be posted ten (10) days prior to the start of the work week, but the posted schedule may be changed by the Employer, after consulting with the employee.

B.1. Scheduling duties may be delegated to Assistant Managers, including the preparation of their own schedules. Tentative schedules must be approved in advance of posting by the Department Manager, Store Manager, or Operations Manager.

C.1. Assistant Managers may not be scheduled for more than five (5) days in any work week, except after consultation with the employee.

D.1. Assistant Managers shall be scheduled to have no less than ten (10) hours off between shifts, except after consultation with the employee.

F.1. At hire Assistant Managers will be assigned a primary department. In the event that hours are reduced in an Assistant Manager's primary department for what is expected to be an indefinite length of time, Assistant Managers who are qualified to work in another position or department will be offered hours in a different position, department and/or store where hours are available. The Employer will seek voluntary hours reductions before reducing the hours of the least senior department employee. Notwithstanding the foregoing, Assistant Managers shall not be subject to involuntary reduction of hours based upon seniority.

G.1. Section 5.1.G. is not applicable to Assistant Managers.

H.1. Assistant Managers may be scheduled for meetings, inventory and special projects, such as resets, in either store based upon the needs of the business, after consulting with the employee.

I. Assistant Managers may be scheduled to attend off-site meetings, trainings, or conferences, with the advance approval of the Department Manager.

ARTICLE 5 - WORK SCHEDULES AND WORK HOURS

Revise Article 5, Section 5.4 B. and C., as follows:

5.4 BREAKS AND MEAL PERIODS:

* * *

B. Meal Periods: Employees working at least four hours will be provided with paid meal periods during their shift. During this time, employees will be relieved from all work responsibilities. Employees who are interrupted during a break will be allowed to extend their break after such interruption. Paid meal periods are determined by the number of hours an employee is punched in working (exclusive of paid meal period).

Employees working at least:

- 4 hours but less than 6 hours will receive a 15 minute paid meal break.
- 6 hours but less than 9 hours will receive a 30 minute paid meal break.
- 9 hours but less than 11 hours will receive a 45 minute paid meal break.
- 11 hours will receive a 60 minute paid meal break

Breaks must be taken in a minimum of ten (10) minute increments. Break times are scheduled to meet the store's needs. Breaks will not be scheduled or allowed at either the beginning or the end of an employee's shift. Employees who voluntarily work through their break periods will not receive additional compensation, but employees will be paid for all hours worked.

C. Breaks for Nursing Mothers: The Employer will provide a private secure location (not a toilet stall) that is shielded from view and free from intrusion from co-workers and the public and that includes access to an electrical outlet, where an employee can nurse or express breast milk in privacy. The Employer will also provide reasonable paid breaks to employees who need to nurse or to express milk for their infant children for twelve (12) months following the birth of the child. Breaks will generally run concurrently with other break time.

ARTICLE 6 – WAGES

Revise Appendix A to include Assistant Managers. See attached. The listed premium pay for Assistant Managers is effective upon ratification of this Letter of Agreement.

ARTICLE 6 – WAGES

Revise Article 6, Section 6.3, as follows:

6.3.A. PAY FOR ADDITIONAL RESPONSIBILITIES:

Section 6.3 is not applicable to Assistant Managers.

ARTICLE 6 – WAGES

Revise Article 6, Section 6.4, as follows:

6.4.A. CONTINGENCY PAY:

An Assistant Manager is eligible for Contingency Pay for hours worked in response to a management request to fill four (4) or more hours of a shift or for any hours worked on a scheduled day off on an emergency basis. For purposes of this Section, an emergency basis is less than 24 hours' notice.

Assistant Managers will receive an additional Two Dollars (\$2.00) per hour as Contingency Pay, upon the pre-approval of their Department Manager or Store Manager or the Operations Manager.

ARTICLE 7 – WORKING CONDITIONS

Revise Article 7, Section 7.8, as follows:

7.8 NON-DISCRIMINATION:

No employee shall be discriminated against or harassed because of race, creed, sex (including pregnancy), gender, gender identity, gender expression, age, color, national origin, disability, marital status, familial status, veteran status, status with regard to public assistance, membership or activity in a local commission, religion, sexual orientation, genetic information, or for engaging in any protected activity, including Union activities.

ARTICLE 7 – WORKING CONDITIONS

Revise Article 7 to add a new Section 7.9, as follows:

7.9 CELLULAR PHONES:

Assistant Managers may request reimbursement for a portion of their personal cell phone expenses. With the approval of the Department Manager, Assistant Managers shall receive \$12.50 per pay period for twenty-four (24) pay periods per year. Such employees shall be available to answer their cell phones for work-related matters based upon the needs of the Department, after consulting with the employee. Employees may be requested to share communications with

respect to scheduling questions, workplace investigations, or other work-related matters with the Employer.

ARTICLE 10 – VACANCIES

Revise Article 10 to add a new third paragraph, as follows:

* * *

Any successful bargaining unit applicant shall have a sixty (60) calendar day trial period in a new Assistant Manager position. If the Employer determines that such Assistant Manager cannot perform the duties of the new position adequately, the Employer may return the Assistant Manager back to their former position. Such Assistant Manager shall also have the option of returning to their former position within sixty (60) calendar days without loss of seniority. Notwithstanding the foregoing, an Assistant Manager who demotes shall not have a trial period.

ARTICLE 11 – LAYOFF, REDUCTION IN HOURS, AND RECALL

Revise Article 11, first paragraph, as follows:

If the Employer decides to implement a layoff or a reduction of hours, it shall do so by laying off or reducing the number of hours by reverse seniority, provided that the remaining employees are qualified to perform the remaining work. "Layoff" means the elimination of all of an employee's scheduled hours of work. "Reduction of hours" means the reduction of an employee's scheduled work hours by the Employer by more than eight (8) hours per pay period for what is anticipated to be an indefinite length of time. Employees on layoff shall retain accrued seniority but further accruals shall cease. Notwithstanding the foregoing, Assistant Managers shall not be subject to layoff or involuntary reduction of hours based upon seniority.

ARTICLE 14 – HOLIDAYS

Revise Article 14, Section 14.1 C., as follows:

C.1. The Employer may staff Assistant Managers on these recognized holidays based upon the needs of the Department, after consulting with the employee.

ARTICLE 20 – UNION – EMPLOYER COOPERATION

Revise Article 20, Section 20.1, as follows:

20.1.A. 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.

An Assistant Manager shall not act as a steward with respect to progressive discipline steps within their own Department, but may refer the member to another steward or a Union representative.

If and when a question arises about the inclusion of other non-bargaining unit employees in the bargaining unit, the parties reserve all rights to advocate for their inclusion, or to oppose their inclusion.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1189

By:

Its:

Dated:

R. B. L.
Union Representative
8/3/2022

WHOLE FOODS COMMUNITY CO-OP,
INC.

By:

Its:

Dated:

S. L. L.
management representative
8/3/2022

APPENDIX A

Employees will move steps on their anniversary date.

	<u>Base Pay</u>
	<u>Year 3</u>
Start (A)	\$13.70
B	\$14.05
C	\$14.40
D	\$14.75
E	\$15.10
F	\$15.45
G	\$15.80
H	\$16.15
I	\$16.50
J	\$16.85
K	\$17.20
L	\$17.55
M	\$17.90
N	\$18.25

	<u>Premium Pay</u>
Group 1	-
Group 2	\$1.50
Group 3	\$3.35
Group 4	\$7.25

Cook/ Baker Premium

\$0.50

Must have 1-year of Cooking
experience as defined by WFC &
current Servsafe certification

Overscale All Years

\$0.40

Group 1

Deli Counter Clerk
Deli Kitchen Clerk
Front End Clerk
Grocery Clerk
Produce Clerk
Curbside Clerk

Group 2

Deli Counter Lead Clerk
Deli Cook/Baker
Front End Lead Clerk
Grocery Lead Clerk
Grocery Purchasing Lead
Grocery Purchasing Lead/Wellness
Grocery Lead Clerk/Wellness
Produce Lead Clerk
Curbside Lead Clerk

Group 3

Education and Outreach Coordinator
Graphics Coordinator
Deli Counter Coordinator / Kitchen Coordinator
Deli Purchasing Coordinator
Maintenance Coordinator
Finance Coordinator
Front End Manager on Duty
Grocery Receiving Coordinator
Grocery Wellness Coordinator
Produce Purchasing Coordinator
Grocery Purchasing Coordinator

Group 4

Produce Assistant Manager
Grocery Assistant Manager
Front End Assistant Manager
Deli Assistant Manager