

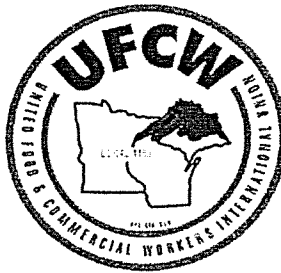
Contract

Between

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 1189

AND

CONSUMERS COOPERATIVE ASSOCIATION
OF EAU CLAIRE



Effective

October 1, 2019 – September 30, 2022

UFCW Local 1189
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AGREEMENT

This AGREEMENT is made and entered into this 1st day of October 2019, 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 Exclusive Bargaining Agent: It is agreed that United Food and Commercial Workers Local 1189, shall be the sole and exclusive bargaining agency for all Full-Time Clerks and Regular Part-Time Clerks of the Company, but excluding the following: all employees classified as office personnel, Casual employees, all managers, assistant managers and manager trainees, and supervisors as defined by the Act.

Union Security: Employees covered by this Agreement may voluntarily elect to join the Union, and may voluntarily elect to continue membership in the Union.

Each employee who intends to voluntarily pay dues and initiation fees may sign a UFCW Local 1189 Membership Application and Dues Authorization Card ("Dues Deduction Authorization"), authorizing the Company to withhold the established sum from the employee's wages for this purpose, as explained in greater detail below. The Company will collect and forward these Dues Deduction Authorizations for new hires on behalf of the Union.

1.2 New Employees: Newly hired employees, who are hired into positions covered by this Agreement, shall have the right to voluntarily elect to join the Union.

1.3 Dues Deduction: The Company agrees to deduct Union membership dues and initiation fees (if due and owing) from each employee, consistent with this Agreement, unless the employee has elected not to pay dues/initiation fees. The Company will collect and forward membership application forms for new hires on behalf of the Union.

If applicable, the Company agrees to deduct Union dues and initiation fees (if due and owing) from the wages of each employee who voluntarily provides the Company 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 Company from the wages of the employees during each calendar month and will be transmitted to the Union not later than the 15th day of the following month. 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 month. Said amount will thereupon be transmitted to the Union not later than the 15th day of the following month. Together with the transmittal of deductions referred to above, the Company shall furnish the Union with a list of the employees for whom deductions were made.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Company with a record of such refund.

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

The Company will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Company with a written authorization. The Company will send all such deductions to the Union. The Company is not responsible for the management or administration of the Club or decisions on Club expenditures.

1.4 Employees' Right to Opt Out: An employee shall be subject to check-off deductions if he/she has voluntarily elected to pay dues/initiation fees, unless the employee has provided the Union and the Company with written intent to cease paying dues/initiation fees. The Company will notify the Union of the names of such employees following the end of each month in which the termination of dues/fees check-off took place. Employees may withdraw authorization for deduction of dues and initiation fees consistent with the timelines set forth within the Dues Deduction Authorization [although Company's response to receipt of employee notice of intent to withdraw authorization to deduct dues/initiation fees is established by law, and not impacted or altered by this Agreement].

1.5 Reverter: In the event that Wisconsin's Right-to-Work Law is repealed during the Term of this Agreement, the parties agree that the recognition language attached to this Agreement as Addendum "A," shall substitute for this Article 1 [Article 1, Recognition, as of August 25, 2016 shall be the Addendum "A"].

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 Non-exercise of Rights: 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 just cause, transfer, and 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 each location, and management shall set the needed man hours as necessary to achieve the salary ratios in line with sales production in each location.
- (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 Full-Time and Part-Time employees, notice of such action shall be given to the Union Representative and affected employees at least two (2) weeks 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, the Company shall do so by location seniority. The Company agrees Casual employees will not be scheduled in that location until all employees on lay-off status are recalled to employment at the Company.

4.3 The Company will offer hours or positions to laid-off employees who make a request in writing to continue working in lieu of lay-off before hiring new employees or scheduling Casual employees to work in the location.

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 Agreement 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:

STEP 1: The member and steward will try to settle the grievance with the Store Manager. A written notice shall be furnished to the Union and employee if an employee is terminated in this first step.

STEP 2: This step is with the Union committee, the Human Resource Director, Store Manager and/or division manager, and Union Steward of the location 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 that was allegedly violated. Any disciplinary action taken shall be in writing with a copy forwarded to Local 1189 office within five (5) working days.

STEP 3:

- (a) Union officials and international representative with the CEO and Consumers Cooperative Association of Eau Claire Board of Directors Personnel 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.

STEP 4: 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/her in writing by the Company and the Union, and his/her 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(s) 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: Full-Time employees and Regular Part-Time employees who have been continuously employed by the Company for one (1) year or more shall be granted vacation weeks* based on years of service, as follows:

- Less than 1 year = No Vacation
- 1 year = 1 week
- 2-7 years = 2 weeks
- 8-15 years = 3 weeks
- 16+ years = 4 weeks.

*Weekly amounts of vacation allowance shall be based on the average hours worked per week in the employee's previous anniversary year.

Calculations:

1. Average Hours per Week Calculation:

$$\frac{\text{Total Hours Worked in Anniversary Year}}{52 \text{ Weeks}}$$

2. Total Hours of Vacation for Year Calculation:

$$\text{Average Hours per Week} \times \text{Number of Weeks of Vacation}$$

6.2 Vacation Scheduling: 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 half-day [for Full-Time team members = four (4) hours; for Part-Time team members = three (3) hours] or full-day increments with supervisor's prior approval and will be paid on a regular time sheet schedule as used. After first exercising minimum half-day increments, any remaining accrued but unused vacation in an amount less than a half-day increment shall be utilized in connection with the employee's immediate next vacation request.

(b) If an employee has earned four (4) weeks or more of vacation, one (1) week of this time must be taken in full week increments with supervisor's prior approval.

6.3 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 Article 6 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 12.2 that resulted in a financial loss to the Company will forfeit all rights to vacation pay including any accrued and/or earned vacation

pay.

6.4 Accrual: Date of hire will be used to determine vacation for all new hires from the date of ratification of this current contract forward. Full-Time and Regular Part-Time 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.

6.5 There will be no carryover (banking) of vacation from year-to-year. Up to three (3) days of earned vacation not taken within the employee's vacation year will be cashed out at the end of the employee's anniversary year.

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 Company contribution or in accordance with applicable state and federal laws.

7.2 Procedure: Employees shall make written application for leaves to the Human Resources 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 at 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. Employees who are unable to work due to a serious personal illness, complications of pregnancy/maternity, or injury will be granted a medical leave of absence based on verification of need, subject to the terms of 7.5(h).

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:

(a) Full-Time employees who have more than one (1) year of continuous service shall be granted five (5) days (equal to forty (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 one hundred sixty (160) hours).

Regular Part-Time employees who have more than one (1) year of service shall be granted three (3) days (equal to eighteen (18) 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 sixty (60) hours.

All Part-Time employees who, prior to ratification of this Agreement, have accrued greater than sixty (60) hours of sick leave shall be permitted to maintain and utilize those accrued hours above the sixty (60) hour maximum/cap, but once such employees reach sixty (60) or fewer hours of accrued sick leave, such employees will be held to the same sixty (60) hour maximum/cap as all other Part-Time employees. These Part-Time employees shall be identified within a list, and this list will be furnished to the Union upon ratification of this Agreement.

- (b) No sick leave shall be paid if worker leaves his or her shift.
 - (c) 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 anticipated date of return to work. Company can request 2nd physician's opinion if leave seems excessive, at no expense to employee.
 - (d) Company 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.
 - (e) 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. Full-Time and Regular Part-Time Clerks who have Company-sponsored access to a physician (only the *access* to the service is at no cost to the employee) must provide a physician's note to substantiate the need for paid sick leave requested, consistent with the physician's medical opinion. However, sick leave pay shall only be available for medical appointments if the employee requests such leave on the Wednesday prior to the day on which the work schedule is completed, or when management, in its discretion allows sick leave pay in other circumstances.
 - (f) An employee is eligible to use any earned sick leave pay for the purpose of caring for a child or spouse who has a serious health condition or has suffered a serious accident beginning the first full day missed. Sick pay may be used beginning the first full day missed in order to care for an ill child or spouse.
 - (g) 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.
 - (h) 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.
- (i) 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.

- (j) If no sick days are recorded within a calendar year, Full-Time employees will receive one personal holiday at eight (8) hours, Regular Part-Time 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 employees classified as Full-Time Clerks on the 1st of the month following the employee's completion of sixty (60) days of continuous employment. The benefit will begin on the 1st day of disability due to an accident or the 8th day of disability due to sickness or pregnancy and will continue for as long as 13 weeks during any one period of disability. Coverage under this Section of the Agreement is only available for the prescribed duration of leave consistent with the treating physician's medical opinion and, thus, employees are not automatically entitled to the maximum 13 weeks of leave. The terms of the pertinent plan document(s) control in the event of a conflict between this Agreement and such plan document(s).

All Regular Part-Time Clerks hired on or before the date of ratification of this Agreement, and who have completed one year of continuous service as of the date of ratification of this Agreement, shall remain entitled to disability coverage as contemplated by this Section 7.6. All Regular Part-Time Clerks hired after the date of ratification of this Agreement shall not be eligible for disability coverage under this Agreement.

7.7 Funeral Leave:

- (a) The intent of this provision is to pay Full-Time employees for scheduled working time to attend the funeral of a near relative. If funeral is for spouse, domestic partner, 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 Full-Time and Regular Part-Time employees.

- (b) Section 7.7 shall apply to Regular Part-Time employees, and the Company agrees to pay Regular Part-Time employees funeral leave for actual working time lost up to a maximum of seven (7) hours for each scheduled day paid (only if a previously scheduled shift is missed for the purposes contemplated by this clause), unless otherwise indicated within this Agreement (e.g., for an “immediate aunt or uncle”).

7.8 Jury Duty:

- (a) A Full-Time 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 Company 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 Regular Part-Time employees.

ARTICLE 8 - SENIORITY

8.1 Company Rights: The Company reserves the right with respect to all locations to decide the number of Full-Time and Regular Part-Time employees who may be employed in each location. The Company shall be allowed up to two (2) non-bargaining unit employees who shall be employed in each location. This “two (2) non-bargaining unit cap” does not include Casual employees or Manager Trainees who work directly under the Store Manager.

8.2 Classifications: There shall be two (2) classifications of employees governed by this contract: Full-Time Clerk, and Regular Part-Time Clerk. Only these two (2) classifications will have seniority rights.

- (a) Full-Time Clerks: “Full-Time Clerk” employees are those Full-Time employees who are regularly scheduled to work thirty (30) or more hours per week.
- (b) Regular Part-Time: “Regular Part-Time” employees are those part-time employees who are regularly scheduled to work 20 (twenty) – 29 (twenty-nine) hours per week.
- (c) Casual: A “Casual” employee is defined as an employee who is to work nineteen (19) or fewer hours per week. This category of employees will not be scheduled hours until all bargaining unit employees are working the maximum hours the bargaining unit employees are available, as established within the Company’s electronic/computerized time-management systems, and allowed under the Agreement. “Casual” employees are not part of the bargaining unit. Casual employees may work up to twenty-eight (28) hours per week during the months of May, June, July, August, and December, and from January 1-15, for no more than twenty (20) weeks per year. The Company agrees to offer maximum hours to all Full-Time and Regular Part-Time employees before offering waiver hours to Casual employees.

The ratio of Casual to Full-Time shall be no greater than 1:1.

8.3 Scheduling of Hours: It shall be the intent of the Company that allotted hours available for work will be scheduled in the following manner unless waived by the employee:

- (a) Employees will establish their availability (maximum desired hours and times or shifts they are available to work) at point of hire and by mutual agreement thereafter.
- (b) Employees may indicate their preferred number of hours and times or shifts; the Company will take this preference, along with their seniority, into consideration when scheduling current employees and/or hiring new employees.
- (c) Casual hours scheduled after Full-Time and Regular Part-Time have been scheduled all desired available hours.

No less senior Full-Time or Regular Part-Time employee in a location will be scheduled for more hours than a more senior Full-Time or Regular Part-Time employee unless the employee has restricted his or her availability and/or submitted a written request to work fewer hours (consistent with minimum hours requirements).

8.4 Establishing of Seniority - Full-Time and Regular Part-Time:

- (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 Full-Time and Regular Part-Time employees' seniority shall be the date on which such employees first became covered by this Agreement. If the Full-Time employee previously held a Regular Part-Time position, the original seniority date will prevail for vacation, sick, and retirement benefits. If a Regular Part-Time employee previously held a Full-Time position, the original seniority date will prevail for vacation, sick, and retirement benefits. This section is subject to Section 8.8 of the Agreement.
- (c) When an employee is hired from an employer other than the Company, is rehired, is promoted from Regular Part-Time to Full-Time status, or transfers from a non-bargaining unit classification to a bargaining-unit classification, the employee shall be allowed to negotiate with the Company to determine what past work experience, if any, will be credited for wage purposes. Where a rate is established that is higher than the starting rate, the employee will receive credit for the minimum period of time corresponding to that wage rate and will progress from there (this will not change an employee's seniority within the location).

For all classifications, the Company shall be entitled to apply a maximum credit of five (5) years of past work experience. Rehired employees shall receive credit for previous Company work experience.

8.5 Location Seniority: For the purposes of scheduling, seniority will be by location.

8.6 Seniority Lists: Seniority Lists will be by classification. For the purposes of communicating seniority, Full-Time Clerk and Regular Part-Time Clerk lists shall be posted electronically, within the Company's Human Resource Information System. Corrections will be made every three (3) months. These seniority lists will be audited by the Union each time posted (an electronic/pdf copy will be made available to the Union). Any corrections necessary shall be called to the Company's attention within thirty (30) days.

8.7 Loss of Seniority: Seniority rights will be broken for the following reasons:

1. Quits or retires;
2. Is discharged for just cause;
3. 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;
4. 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;
5. 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;
6. Works for another employer during a leave of absence;
7. Fails to report to work at the termination of a leave of absence or any extension thereof;
8. Company will review individual hardship cases.

8.8 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 to the job he/she held upon leaving the bargaining unit or to a job which he/she is entitled by seniority, provided he/she is qualified to perform the work.

8.9 Opening in Location: The "notice" (job title and store) shall be posted on the Company website unless it is necessary for the Company to reduce the work force in the location.

- (a) In the event a vacancy occurs within a location, which the Company desires to fill, promotions shall be made from Full-Time employees first, then Regular Part-time employees, within the location according to location seniority.
- (b) Notice of such vacancy will be electronically posted for seven (7) working days within the Company's electronic job board [publicly accessible within the Company's website, career tab]. The electronic posting will show job duties; starting rate and top rate are available from the pertinent Store Manager or Human Resources, upon request. Interested employees may apply online on the Company website. Assistance is available from Store leadership upon request.
- (c) Interested employees may apply. Full-Time employees shall have preference, if qualified. If no qualified Full-Time employee applies, the most senior Regular Part-Time employee who has applied 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 location.
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.

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.

8.10 Transfer:

- (a) Temporary transfer of a Full-Time and/or Regular Part-Time employee who is steadily employed (temporary transfer is defined as the transfer of an employee from his/her regularly assigned location to another location 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.
- (b) Permanent transfer of a Full-Time and Regular Part-Time employee from one location to another can be made at Company's request based upon reverse seniority within the location, after first seeking volunteers within the location. Employees permanently transferred at Company request or as a result of layoff or hours reduction in a location shall maintain their original seniority date.

8.11 Departments: If the Company desires to add any new department that impacts scheduling, hiring, or wage rates, it will notify the Union prior to adding the department.

ARTICLE 9 - HOURS OF WORK, WORKING CONDITIONS, JOB CLASSIFICATIONS & WAGES

9.1 Work Day and Work Week: 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 Basic Work Week: The basic work week is from Sunday, 12:01 a.m., through Saturday, 12 p.m. midnight.

9.3 Schedule: Actual hours worked on holidays shall be paid as provided elsewhere in the Agreement. However, no Full-Time employee shall be scheduled less than eight hours unless waived by the Full-Time employee, and no Regular Part-Time employee shall be scheduled less than four (4) hours unless waived by the Regular Part-time employee.

9.4 Two Days Off: All Full-Time and Regular Part-Time employees shall receive two (2) days off 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 Company'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 four (4) 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 Full-Time employee will be scheduled for less than eight (8) hours, unless by mutual Agreement between Full-Time employee and Company. No Regular Part-Time employee will be scheduled for less than four (4) hours, unless by mutual Agreement between the Regular Part-Time employee and Company.

9.8 Work Schedule: The work schedule will be posted for any one-week period by noon on Friday, nine days prior to the start of that schedule.

All Employees shall have the opportunity prior to the posting of the schedule to request of the Company, electronically, a particular day or days off. Electronic day-off requests must be entered into the Company's Time and Attendance and Time Scheduling electronic systems to be considered for purposes of granting leave of absence. Electronic day-off requests must be entered 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 Company 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:

At Mega Holiday convenience stores, employee breaks can be taken dependent upon customer service needs, throughout the employee's shift, to equal a rest period of fifteen (15) minutes in length for every four (4) hours worked.

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 of 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 two (2) classifications of jobs as set forth in Section 8.2 of the Agreement.
- (b) Hourly rates. The hourly rates of the job classifications corresponding to Full-Time Clerks, and Regular Part-Time Clerks shall be set forth in Supplement "A" and made part of this Agreement. Each classification will carry a wage progression based on length of service. The Company will notify the Union of proposed mid-term wage *increases* to the Supplement "A" wage scale, by electronic mail to the then-current UFCW Local 1189 President, Secretary/Treasurer and Union Representative. Thereafter, the Union shall have ten (10) business days [not counting the date on which the Company provided notice] to facilitate a unit-member vote on the proposed wage increase. If the Union does not notify the Company of the outcome of such vote on or before the end of the ten (10) business-day period, the Company is authorized to implement said mid-term wage increase.
- (c) As set forth in Supplement "A" to this Agreement, "premium pay" will be paid those employees who work select shifts.

The Company will pay "premium pay" added to the base wage of the employees as set forth within Supplement "A"

1. Open/Close

ARTICLE 10 - HOLIDAYS AND SUNDAY

10.1 Holidays - Number of Recognized Holidays and Holiday Pay:

Eligible Full-Time Clerk 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 Regular Part-Time employees who have completed their sixty (60) day probationary period shall be paid six (6) hours at straight time 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:

1. The employee's regularly scheduled day off falls on either the workday immediately preceding or following the holiday, and he/she 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 that 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 cases.

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 (1 ½) for hours worked.

10.4 Holiday During Vacation: When a paid holiday falls during an employee's vacation, vacation will not need to be used on that holiday. The holiday pay will replace the need for vacation usage.

10.5 Sundays: All Full-Time employees hired prior to September 1, 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, 401(k) PLAN, RETIREMENT

11.1 Hospital and Medical Insurance: Eligibility - Full-Time members of the collective bargaining unit and employees who meet the definition of "full-time employee" within the Affordable Care Act, plus their spouses and dependent children, shall be eligible for coverage under the Company's hospital and medical insurance plan. Coverage will be effective the first of the month following sixty (60) days of employment as a Full-Time employee. The Company's contribution toward eligible employees will be 78% for single coverage and 78% for family coverage.

The Company may conduct an annual analysis of hours worked to determine if employees will move from Full-Time to Part-Time status, based on average hours worked during the previous 12-month period.

11.2 Rate Changes: 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 his/her share of the health coverage premium to the Human Resources Office by the end of 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.

11.4 401(k) Plan: Full-Time and Regular Part-Time employees are eligible to join the Company's Safe Harbor 401(k) retirement plan.

- (a) Eligibility: Full-Time and Regular Part-Time employees are eligible to join the 401(k) plan if they meet the following criteria:
 - 1. Must be 21 years of age or older;
 - 2. Must have completed two (2) months of continuous service with the company; and
 - 3. Must have:
 - i. worked (not been paid for) a minimum of 160 hours during the first two (2) months of employment at the Company; or
 - ii. worked (not been paid for) a minimum of 1,000 hours during the first twelve (12) months of employment at the Company; or
 - iii. worked (not been paid for) a minimum of 1,000 hours during the first calendar year.
- (b) Company shall make its contribution for each employee. For the Company matching program, the Company will match \$1.00 of each dollar the employee places into the 401(k) plan up to the first 3% of employee compensation. After the first 3% of employee compensation, the Company will match \$0.50 of each dollar the employee places into the 401(k) plan up to the first 5% of employee compensation. The total maximum contribution paid by the Company is 4% of employee compensation. To be eligible for the Company non-elective contribution, the employee must have met the eligibility requirements listed in Section 11.4(a).
- (c) The employees shall make their contribution through payroll deductions on a pre-tax or post-tax (ROTH) basis. The employee's 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) After an employee has met the eligibility requirements, he/she may enter the plan at any time.
- (e) The terms and conditions within the pertinent plan document(s) control in the event of a

conflict between this Agreement and such plan document(s).

11.5 Retirement:

- (a) Any Full-Time or Regular Part-Time employee may retire any time after age 55.
- (b) 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/her desire with regard to the 401(k) Plan.
- (d) State and federal regulations take precedent.

11.6 Life Insurance: \$5,000 life insurance paid by Company for Full-Time Clerk and Regular Part-Time employees.

ARTICLE 12 - GENERAL

12.1 Lawful Union Activities: The Company agrees that no employees will be disciplined for engaging in lawful Union activities as protected by the National Labor Relations Act.

12.2 Progressive Discipline and Employment Termination:

- (a) Less Than Serious Offenses. For those “less than serious” offenses (as outlined in the Company handbook), the Company will follow the steps of the progressive discipline policy and procedure:
 - 1. Verbal warning;
 - 2. Written warning;
 - 3. Suspension (without pay);
 - 4. Discharge.

Depending on the nature of the violation and the circumstances including, but not limited to, the employee’s work record and past conduct, one or more steps may be repeated.

- (b) Serious Offenses. For “serious” offenses (as outlined in the Company’s employee handbook), the Company may elect to discharge immediately. Depending on the nature of the violation and the circumstances, the Company may elect to suspend.
- (c) The Company will address absenteeism and tardiness (including “no call/no show”) as outlined in the Company’s employee handbook.
- (d) In arbitration proceedings, the Company 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.

ARTICLE 13 - SHOP STEWARDS

The Union may, from time to time, appoint a Shop Steward from among the Company's bargaining-unit employees. The Union shall immediately notify the Company in writing of the appointment of a Shop Steward (or the replacement of a prior Steward).

ARTICLE 14 - TERMS AND AMENDMENTS

14.1 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.

14.2 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.

14.3 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.

14.4 Term:

(a) For all Full-Time and Regular Part-Time employees and the Company, this Agreement shall take effect as of October 1, 2019, and shall remain in effect until midnight on September 30, 2022, 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 three (3) year period, ending on September 30, 2022.

Consumers Cooperative Association
of Eau Claire

By: Frank Draxler
President of Board of Directors
Frank Draxler
Printed Name
10-30-2019
Date

UFCW Local 1189

By: James A. Gleb
Union Representative UFCW 1189
James A. Gleb
Printed Name
23 Oct 19
Date

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Consumers Cooperative Association
of Eau Claire

UFCW Local 1189

By: Frank Draxler
President of Board of Directors
Frank Draxler
Printed Name
10-30-2019
Date

By: James Agallo
Union Representative UFCW 1189
James Agallo
Printed Name
23 Oct 19
Date

SUPPLEMENT A

Wage Scale

Year 1 Adjustment as of October 1, 2019

Year 2 Adjustment as of October 1, 2020

Year 3 Adjustment as of October 1, 2021

	Year 1	Year 2	Year 3
Starting Wage	\$11.40	\$11.75	\$12.10
3 Months	\$11.65	\$12.00	\$12.35
12 Months	\$12.15	\$12.50	\$12.85
18 Months	\$12.40	\$12.75	\$13.10
24 Months	\$12.65	\$13.00	\$13.35
30 Months	\$12.90	\$13.25	\$13.60
36 Months	\$13.15	\$13.50	\$13.85
4 years	\$13.40	\$13.75	\$14.10
5 years	\$13.80	\$14.30	\$14.80
6 years	\$14.05	\$14.55	\$15.05
8 years	\$14.30	\$14.80	\$15.30
10 years	\$14.55	\$15.05	\$15.55
12 years	\$14.80	\$15.30	\$15.80
15 years	\$15.05	\$15.55	\$16.05
20 years +	\$15.30	\$15.80	\$16.30

Overnight Clerks will receive an additional \$2.00 per hour added to the base rate above.

Opening/Closing Shift Premium Pay Rate (see Section 9.12(c))

Opening (Payable During 5am-6am) or Closing (Payable During 12am-1am)
\$0.50/hour

Night/Third Shift Pay Rate (see Section 9.12(c))

Third Shift (12am-6am) \$2.00/hour

It is agreed that any employees who are involuntarily moved to days will have the option to move to a union store with overnight openings.

ADDENDUM "A"

In the event that Wisconsin's Right-to-Work Law is repealed during the Term of this Agreement, the parties agree that the recognition language below shall substitute for Article 1 [Article 1, Recognition, as of August 25, 2016].

1. Exclusive Bargaining Agent: It is agreed that United Food and Commercial Workers Local 1189, shall be the sole and exclusive bargaining agency for all Full-Time Clerk employees and Regular Part-Time employees of the Company, but excluding the following: all employees classified as office personnel, Casual employees, all managers, assistant managers and manager trainees, and supervisors as defined by the act.
2. Union Shop: It shall be a condition of employment that all employees of the Company 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 Full-Time or Regular Part-Time employees on the 13th day of May, 2014, become and remain members in good standing in the Union. It shall also be a condition of employment that all Full-Time or Regular Part-Time employees covered by this Agreement and hired on or after its effective date shall, provided they are Full-Time or Regular Part-Time employees on the 30th day following the beginning of such employment, become and remain members in good standing in the Union.
3. Any Full-Time or Regular Part-Time employee who was an employee of the Company on the date of ratification of this Agreement, who previously enjoyed a wage rate, 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 rate. Any Full-Time or Regular Part-Time employee listed within the grandfathered list provided to the Union on or before April 14, 2014, who previously enjoyed a benefit shall not suffer any loss of such benefit as a result of this Agreement but shall be recognized as a "grandfathered" employee to prevent loss of any such benefit.
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 provides the Company 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 Company from the wages of the employees during each calendar month and will be transmitted to the Union not later than the 15th day of the following month. 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 month. Said amount will thereupon be transmitted to the Union not later than the 15th day of the following month. Together with the transmittal of deductions referred to above, the Company shall furnish the Union with a list of the employees for whom deductions were made.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Company with a record of such refund.

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

- (b) The Company will collect and forward membership application forms for new hires on behalf of the Union.
- (c) The Company will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Company with a written authorization. The Company will send all such deductions to the Union. The Company is not responsible for the management or administration of the Club or decisions on Club expenditures.