

Collective Bargaining Agreement

Between

United Food and Commercial Workers Union
Local 1189

and

River Market Community Co-Op

February 12, 2021

Through

February 12, 2024

River Market Community Co-Op

ARTICLE 1 UNION SECURITY	1
ARTICLE 2 CLASSIFICATION OF EMPLOYEES.....	3
ARTICLE 3 PAY PERIODS, WORK WEEK, OVERTIME PAY.....	3
ARTICLE 4 SCHEDULES.....	4
ARTICLE 5 WAGES	5
ARTICLE 6 OTHER WORKING CONDITIONS.....	6
ARTICLE 7 SENIORITY.....	7
ARTICLE 8 DISCIPLINE AND DISCHARGE	9
ARTICLE 9 GRIEVANCE AND ARBITRATION.....	9
ARTICLE 10 PAID TIME OFF (PTO).....	11
ARTICLE 11 HOLIDAYS	11
ARTICLE 12 EARLY CLOSURE DUE TO WEATHER OR OTHER CIRCUMSTANCES....	12
ARTICLE 13 LEAVES OF ABSENCE.....	12
ARTICLE 14 UNION-EMPLOYER COOPERATION.....	16
ARTICLE 15 BENEFITS	17
ARTICLE 16 401(k).....	18
ARTICLE 17 SAVING CLAUSE	18
ARTICLE 18 MANAGEMENT RIGHTS	18
ARTICLE 19 NO STRIKES, NO LOCKOUTS.....	18
ARTICLE 20 NON-DISCRIMINATION	19
ARTICLE 21 TERM OF AGREEMENT.....	19
APPENDIX A WAGE SCALE	20
APPENDIX B PROHIBITED CONDUCT	21

**ARTICLE 1
UNION SECURITY**

SECTION 1.1: RECOGNITION

- A. All full-time and regular part-time Clerks, Cashiers, Maintenance, Co-op to Go, Bankers, Cooks, and Leads employed by the Employer at its 221 N. Main Street, Stillwater, MN facility; excluding Department Managers, Assistant Department Managers, Administrative Assistants, Human Resource employees, Accounting employees, Marketing employees, all other employees, confidential employees, and guards and supervisors as defined in the Act, as certified by the National Labor Relations Board in Case No. 18-RC-256986.
- B. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.
- C. Except during a department- or store-wide re-set, suppliers, vendors, and salespeople shall not be permitted to perform bargaining unit work. The General Manager, Department Managers, Assistant Managers, HR Managers, Pricing Manager, Marketing, and Facilities employees may perform bargaining unit work.

SECTION 1.2: UNION SHOP

- A. 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, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union.
- B. "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this Agreement. Employees who do not become Union members as provided above shall pay a service fee that shall be based on that proportion of dues that relate to Union representational activities.
- C. The Employer will collect and forward membership applications for new hires on behalf of the Union.

SECTION 1.3: OTHER AGREEMENTS

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement.

SECTION 1.4: DUES CHECKOFF

- A. The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members, and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer 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 Employer from the wages of the employees from each bi-weekly paycheck and will be transmitted to the Union. 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 immediately following bi-weekly paycheck at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

- B. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.
- C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other form of liability as may arise out of or by reason of action taken or not taken by the Employer in compliance with the provisions of this Article and related requests of the Union.
- D. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures. Any employee who has authorized deductions for the UFCW Active Ballot Club may revoke that authorization at any time in writing.

SECTION 1.5: EMPLOYEE LIST

The Employer shall supply to the Union on a quarterly basis an electronic list of employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, primary phone number, email, department, job classification, date of hire, wage rate, and company employee ID number. This list shall also include a list of employees terminated during the previous quarter and the date of termination.

SECTION 1.6: ORIENTATION

The Employer agrees that it will permit Union Representatives and/or stewards to meet with members of the bargaining unit at new employee orientation for up to thirty (30) minutes to discuss the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with the new employee orientation schedule and will communicate any changes to the schedule as soon as possible. The Employer will notify the Union with as much notice as possible when members of the bargaining unit will attend a new employee orientation.

SECTION 1.6: RELOCATION

In the event the Employer moves its River Market store located at 221 Main St N in Stillwater to operate in another location, the Employer agrees the recognition clause shall be modified to reflect such changed address.

SECTION 1.7: SUCCESSORS AND ASSIGNS

This Agreement shall insure to the benefit of the parties and their successors and assigns.

**ARTICLE 2
CLASSIFICATION OF EMPLOYEES**

SECTION 2.1: FULL-TIME

A full-time employee shall be defined as an employee who is regularly scheduled to work at least sixty (60) hours in a two- (2) week pay period.

SECTION 2.2: PART-TIME

A part-time employee shall be defined as an employee who is regularly scheduled to work less than sixty (60) hours, but at least 16 hours, in a two (2) week pay period. No scheduled shift shall be less than four (4) hours unless mutually agreed upon. No employee will be scheduled to work for less than 15 hours per week, unless mutually agreed upon and so long as the employee has at least 20 hours of availability per week.

SECTION 2.3: TEMPORARY:

A temporary employee shall be defined as an employee who is hired to fill a position for a limited time period. Temporary employees are those employees hired on a seasonal or holiday basis and/or to fill in for employees on leaves of absence. A temporary position shall not last longer than four (4) months. Temporary employees are not part of the bargaining unit. A temporary position may be extended for an additional 30-day period, so long as the Union and the Employer mutually agree.

**ARTICLE 3
PAY PERIODS, WORK WEEK, OVERTIME PAY**

SECTION 3.1: PAY PERIOD/PAY DAY

Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees. Payday shall be on Wednesdays, except when a holiday is on Wednesday. In that event, payday will then be on the next available day following the holiday.

An error of three (3) hours or more in an employee's paycheck shall be corrected and paid within 48 hours of verification of the error. Errors of less than three (3) hours shall be included in the employee's next regular paycheck.

SECTION 3.2: BASIC WORK WEEK

The basic workweek shall be from 12:01 a.m. on Sunday through midnight on Saturday.

SECTION 3.3: OVERTIME

- A. All work performed by hourly employees in excess of forty (40) hours per week shall be paid one and one-half (1½) times their regular rate of pay for all hours worked.
- B. Only hours actually worked shall be counted towards hours worked for purposes of

calculating overtime pay. PTO hours and/or any and all other forms of paid leave shall not count as hours worked for purposes of calculating overtime.

- C. It is understood that all employees are required to work overtime hours as needed, based on the business demands of the Employer. The Employer shall provide reasonable notice to employees of required overtime whenever possible. Employees must have prior approval from their Department Manager or the General Manager to work overtime hours.
- D. In the event that overtime hours are scheduled, the most senior employee in that department will be offered based on seniority the first opportunity to work the scheduled overtime hours on that shift, provided that the employee is qualified to perform the required overtime work. The scheduled hours will subsequently be offered to remaining employees in the department, based on seniority. If there are not sufficient volunteers to work the scheduled overtime hours, the Employer may assign the scheduled overtime in reverse seniority order in the department.

ARTICLE 4 SCHEDULES

SECTION 4.1: WORK SCHEDULES

- A. The Employer will make reasonable efforts to post employee work schedules that are consistent from week to week. Work schedules will be posted no less than fourteen (14) days in advance of the first day of the pay period. Any changes to the posted schedule will be made by mutual agreement. In the event that critical circumstances require the Employer to mandate a shift, and if no employee volunteers to work, the Employer reserves the right to mandate the shift be filled in reverse seniority order, by department, and so long as the shift is within the hours stated on the employee's Availability Form. It is the employees' responsibility to ensure that their Availability Forms are accurate.
- B. Employees will be permitted to notify the Employer of their preferred hours within their stated availability and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling employees, in accordance with staffing and scheduling needs.
- C. All scheduling requests must be made at least twenty-one (21) days in advance of the time the schedule is posted in order to be considered.
- D. Employees may not be scheduled for more than five (5) days in any work week unless by mutual agreement.
- E. Employees shall be scheduled to have no less than twelve (12) hours off between shifts, unless otherwise requested by the employee.
- F. The Employer will make every effort to schedule no less senior Full-Time or Regular Part-Time employee in a department for more hours than a more senior Full-Time or Regular Part-Time employee in that same department and job classification unless the employee has restricted their availability and/or submitted a written request to work fewer hours

(consistent with minimum hours requirements).

SECTION 4.2: MINIMUM CALL-IN

An employee who is called in to work outside of their regularly scheduled shift shall receive no less than four (4) hours' work or, in the Employer's sole discretion, pay in lieu thereof, unless the employee and the Employer both agree that the hours worked will be less than four (4) hours.

SECTION 4.3: SPLIT SHIFTS

No employee shall be required to work a split shift.

SECTION 4.4: BREAKS AND MEAL PERIODS

- A. Breaks: Employees will be given restroom breaks as needed during their shift; such time will be exclusive of meal periods.
- B. Meal Periods: Employees who are scheduled to work at least four hours will be provided with paid meal breaks during their shift. Meal breaks shall be taken by employees at time(s) approved by their supervisor and in a manner that maintains appropriate staffing levels throughout the store. Paid meal breaks are determined by the number of hours an employee is scheduled to work, as follows:

Employees working at least:

- 4 hours but less than 6 hours will receive a 15-minute paid meal break.
 - 6 hours but less than 8 hours will receive a 30-minute paid meal break (which may be taken in two 15-minute increments).
 - 8 hours but less than 10 hours will receive a 15-minute paid meal break and a 30-minute paid meal break.
- C. Breaks for Nursing Mothers: Employees who need to express breast milk for their child(ren) are entitled to a reasonable unpaid break time each day. As much as practicable the break time shall run concurrently with any break time already provided to the employee. The Employer shall provide the employee with a private room or other location in close proximity to the work area, other than a toilet stall.

**ARTICLE 5
WAGES**

SECTION 5.1: WAGE RATES

- A. The wage scale in Appendix A shall be the classifications of work and the minimum hourly rates of pay covered by this Agreement. The wage scale will take effect in the first full pay period following ratification of the Agreement. Thereafter, the step increases will be effective on an employee's anniversary date.
- B. Increases above the rates provided in the wage scale of Appendix A may be granted by the Employer in its sole discretion. If an employee who has worked less than 15 years for the Employer receives a higher hourly wage than is provided for on the wage scale, that employee shall receive the annual step increase (\$0.25 annually and \$0.50 in years 5, 10,

and 15) provided in the wage scale at their corresponding year of employment.

- C. Employees who have been employed by the Employer for more than 15 years shall receive an annual bonus of one percent (1%) on all hours worked during the prior year and a one percent (1%) increase on their hourly rate of pay, effective on the employee's anniversary date.

SECTION 5.2: EXPERIENCE CREDIT

The Employer, in its sole discretion, may review the experience of applicants who have been hired and grant such experience credit for advanced placement on the wage scale as the Employer may determine is appropriate. The Employer will not provide more experience credit to a new hire than their relevant actual experience in prior positions.

ARTICLE 6 OTHER WORKING CONDITIONS

SECTION 6.1: MEETINGS

When an employee is required to attend a meeting by the Employer, this time shall be considered as time worked.

SECTION 6.2: TOOLS, BOOTS, and UNIFORMS

- A. Tools: No employee covered by this Agreement shall be required to furnish tools of the trade. The Employer shall provide employees who require a knife and gloves to perform their job duties with a knife and gloves, and the Employer will repair or replace them as needed.

All tools and equipment shall be maintained in an operable condition and any such maintenance shall be on the Employer's time.

- B. Boots: The Employer will maintain its current Shoes for Crews payroll deduction and discount program.
- C. Uniforms: If a specific uniform or insignia is required by the Employer, that uniform will be provided. When a uniform is required, the Employer will provide sufficient quantity to each employee to allow for ease of laundering, up to two (2) uniforms for part-time employees and four (4) uniforms for full-time employees. Employees are expected to use reasonable care and cleanliness standards in maintaining their uniforms. The Employer will replace worn uniforms at no cost to the employee.

SECTION 6.3: DISCOUNTS

- A. All employees will receive a discount on all retail purchases they make at the Co-op. The employees will receive 20% off purchases.
- B. Full-time and part-time employees with at least twenty (20) years of service will receive a lifetime employee discount of 20% off purchases.

C. The discounts provided in this Section may be used in conjunction with coupons, Bulk Thursdays, Wellness Wednesdays, Fill it Fresh Fridays, and Owners' Appreciation Days. The discounts provided in this Section cannot be used in conjunction with any other promotional discount, including the Employer's case discount.

SECTION 6.4: TRAVEL TIME AND MILEAGE

When an employee is required to travel to meetings or other work assignments, such travel time will be considered as work time and, in addition to wages, the employee shall be paid mileage in accordance with the rate specified by the IRS.

SECTION 6.5: EMPLOYEE EDUCATION

The Employer will pay employees for any time spent in required training.

The Employer will work to ensure that all employees receive sufficient training. Employees wishing to be trained in other areas of River Market will receive such "cross training" only by mutual agreement. A request for cross training will not be unreasonably denied, and the decision as to whether or not to allow an employee to cross train will be based on business needs.

The Employer will provide and/or reimburse employees for classes that the Employer and employees mutually agree pertain to the professional development of employees. The maximum amount that will be reimbursed is \$500.00 per employee per year, upon receipt of proper documentation.

SECTION 6.6 PERSONAL CALLS AND MESSAGES

The Employer recognizes that employees may occasionally need to place or receive personal phone calls during the course of the workday due to emergency or unforeseen circumstances. Employees should try to confine such calls to non-working times such as breaks or meal periods. The placing or receipt of telephone calls must not interfere with an employee's ability to effectively perform in their position, or interrupt the work performed by coworkers.

**ARTICLE 7
SENIORITY**

SECTION 7.1: DEFINITION OF SENIORITY

An employee's date of hire shall be defined as the day the employee starts active employment for the Employer as a new hire or the date the employee starts active employment as a rehire.

Bargaining Unit Seniority shall be defined as length of continuous service in the bargaining unit. In the case of two or more employees starting active employment in a classification on the same day their seniority ranking will be determined by lot.

SECTION 7.2: PROBATION

Upon commencement of employment all employees shall serve a probationary period of 60 calendar days. The Employer may extend this probationary period for an additional 30 calendar days upon notice to the Union with a statement regarding the reason for the probationary extension. Employees shall have no seniority rights during the probationary period nor shall probationary

employees have the right to bid on another position during the probationary period. Probationary employees may bid on an open position only with the prior written permission of their supervisor. Upon completion of the probationary period, employees will be credited with seniority from their starting date. Probationary employees may be discharged at the sole discretion of the Employer, with or without cause, and without recourse under this Agreement.

SECTION 7.3: LAYOFF, REASSIGNMENT AND RECALL

Lay off will be by reverse seniority, by either non-front-end staff and front-end staff, with the least senior being the first one to be laid off. Employees on lay-off will be recalled by seniority with the most senior being recalled first.

In the event an employee is involuntarily reassigned, for nonperformance reasons, to a position with a lower pay grade, the employee will maintain their current rate of pay and progress through their current pay grade.

SECTION 7.4: TERMINATION OF SENIORITY

An employee's seniority and employment shall be terminated if the employee:

- A. Voluntary quits;
- B. Is discharged for cause;
- C. Fails to return from an approved leave of absences referenced in Article 12 of this Agreement within the time limits contained therein;
- D. Failure to report to work within ten (10) calendar days after having been recalled from layoff;
- E. Failure to report for three (3) consecutive days without calling the supervisor or a member of management; and
- F. The employee performs no work for the Employer, for any reason or combination of reasons (including layoff), for a period of twenty-four (24) months.

SECTION 7.5: JOB POSTING

The Employer will post all openings for bargaining unit positions for seven (7) calendar days. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

SECTION 7.6: JOB DESCRIPTIONS

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

SECTION 7.7: SENIORITY LIST

The Employer will update the seniority list every quarter. The list will contain the employees' names, dates of hire, job title and classification. The list will be posted on the bulletin board designated for the Union.

**ARTICLE 8
DISCIPLINE AND DISCHARGE**

SECTION 8.1: JUST CAUSE

The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no discipline or discharge shall be implemented without just cause.

SECTION 8.2: PROHIBITED CONDUCT

Appendix B to this Agreement includes prohibited employee conduct that may be grounds for discharge.

SECTION 8.3: SUSPENSION PENDING INVESTIGATION

The Employer may place an employee who is the subject of an investigation on an unpaid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer. If the investigation does not result in a disciplinary suspension or termination, the employee will be paid for any lost work hours that were scheduled while the employee was on the investigatory suspension.

**ARTICLE 9
GRIEVANCE AND ARBITRATION**

- A. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures.
- B. **GRIEVANCE PROCEDURE**: The steps in the grievance procedure are as follows:

STEP 1 - The Employee (with or without a steward or Union representative), will attempt to first settle the matter with the Employer's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Employer's Human Resource Department. A written grievance regarding a discipline or discharge must be received by the Employer within fifteen (15) calendar days following the date of occurrence. Any other grievance must be received by the Employer within thirty (30) calendar days following the date of occurrence. Only with respect to grievances regarding an employee's pay, an employee will receive the back pay to which they are entitled for a valid grievance, going back two (2) years or to the effective date of the Agreement, whichever is more. During the term of the 2021 to 2024 Agreement, no back pay will be awarded for back pay prior to the effective date of this Agreement.

Within fifteen (15) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fifteen (15) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

- C. **MEDIATION**: In the event the grievance is not settled in Step 2 of this Article, the grievance may be referred by mutual agreement to nonbinding grievance mediation. If the parties agree to mediation, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) and request appointment of a grievance mediator. Such request shall be made within twenty (20) calendar days following the Step 2 meeting. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.
- D. **ARBITRATION**: In the event the grievance is not settled in Step 2 of this Article, or through mediation, and in any event not later than thirty-one (31) calendar days after receipt of the Employer's written response from the Step 2 meeting or the close of mediation, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Employer and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall strike first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at the offices of the FMCS and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual Employee filing the grievance.

- E. **TIME LIMITS**: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties. An oral agreement to extend a time limit promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.
- F. **COMPUTATION OF TIME**: In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be

included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

**ARTICLE 10
PAID TIME OFF (PTO)**

Employees will receive PTO as provided by the Employer’s PTO policy, as such policy may be amended from time to time at the sole discretion of the Employer.

During the term of this agreement, the accrual rates will not be less than the following:

Years of Service	Annual PTO Accrual* <small>*Prorated for part time</small>	Hourly Accrual Rate	Maximum Balance
0 – 4 years	2 weeks	0.0385	120 hours
5 – 9 years	3 weeks	0.0575	160 hours
10 – 14 years	4 weeks	0.0769	200 hours
15 years +	5 weeks	0.0962	240 hours

**ARTICLE 11
HOLIDAYS**

SECTION 11.1: HOLIDAY PAY

- A. There will be four (4) paid holidays: New Year’s Day, Easter, Thanksgiving, and Christmas Day.
- B. All full-time employees will be paid eight (8) hours at their straight time rate of pay for each of the four listed paid holidays. All part-time employees will be paid four (4) hours at their straight time rate of pay for each of the four listed holidays.
- C. To qualify for holiday pay, employees must work their scheduled shifts immediately before and after the paid holiday unless excused by the Employer or absent due to verified illness. Holiday pay does not count toward the computation of overtime.
- D. If the paid holiday occurs during an eligible employee’s scheduled PTO, the employee will receive the holiday pay and will have their choice as to whether or not to also use PTO for the holiday. It is understood that the Employer does not grant PTO requests during the weeks of Christmas and Thanksgiving.

SECTION 11.2: HOLIDAY PREMIUM

Employees who work on Memorial Day, Independence Day, Labor Day, or Christmas Eve will receive an hourly premium of fifty cents (\$.50) for all hours worked.

**ARTICLE 12
EARLY CLOSURE DUE TO WEATHER OR OTHER CIRCUMSTANCES**

In the event the Employer closes the store early due to inclement weather or other circumstances beyond its control, employees who are dismissed early shall be paid for the duration of their scheduled shift, up to four (4) hours total for the day. An employee who has already worked four (4) or more hours of their shift when the store closes will not be paid for additional time. Employees may use PTO to make up any lost hours due to the closure of the store. Employees who are scheduled to work later in the day shall be notified of the early closure at a reasonable time, usually at least one (1) hour before the start of their shift. In the event the Employer does not open the store due to inclement weather, employees may use accrued PTO.

**ARTICLE 13
LEAVES OF ABSENCE**

SECTION 13.1: ACCIDENT, INJURY, PREGNANCY, OR SICKNESS LEAVE OF ABSENCE

- A. In case of accident, injury, pregnancy or sickness, which are not work-related and which render an employee, who has completed their probationary period, unable to work, a leave of absence shall be granted for the period of time that the employee is medically certified by a health care provider unable to work up to a period of six (6) months renewable for an additional six (6) months with medical certification. Such leave will run concurrently with leave under the Family and Medical Leave Act and/or Minnesota Parental Leave Act, if the employee is eligible for either leave.
- B. Employees returning from an approved accident, injury, pregnancy or sickness leave of absence within twelve (12) weeks shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the Employee mutually agree otherwise, employees will be returned to work on the next work schedule to be posted subsequent to the employee's request to return to work. With respect to employees returning after twelve (12) weeks, the Employer will attempt to return the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position.
- C. The employee shall advise the department manager of their intent to return to work two (2) weeks' in advance. The employee may return earlier if a mutual agreement is reached and hours are available.
- D. The employee's health insurance, dental insurance, and other benefits will be discontinued as legally permitted during any period of unpaid leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.

- E. In case of injury on the job, the employee shall be paid for the full scheduled day, provided the employee seeks medical attention and the healthcare provider verifies that the employee was unable to return to work.

SECTION 13.2: UNPAID PERSONAL LEAVE OF ABSENCE

- A. With the approval of the Employer, an unpaid personal leave of absence that is not covered by other leaves provided in this Agreement may be taken under the following conditions for personal reasons. Time spent on such an unpaid personal leave of absence will not count for accrual of Paid Time Off (PTO).

- B. Conditions of an unpaid personal leave of absence:
 - 1. The employee must have worked for the Employer for at least one (1) year.
 - 2. The employee must utilize all accrued and unused PTO before taking a personal leave of absence.
 - 3. Whenever possible, the employee should notify the Employer at least three (3) months in advance of when the employee desires to start their unpaid personal leave of absence.
 - 4. The employee's health insurance, dental insurance, and other benefits will be discontinued during the period of unpaid personal leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.
 - 5. The employee will be allowed to take an unpaid personal leave of absence only by mutual agreement. A request to take an unpaid personal leave of absence will not be unreasonably denied, and the decision as to whether or not to allow an employee to take an unpaid personal leave of absence will be based on business needs.
 - 6. If approved, an unpaid personal leave of absence will be granted for thirty (30) days and, subject to further approval, may be renewed in thirty (30) day increments, up to a maximum of six (6) months.
 - 7. The employee shall advise the department manager of their intent to return to work or to request an additional leave increment two (2) weeks' in advance of the leave's end.
 - 8. Upon the expiration of an initial thirty (30) day unpaid personal leave of absence, the Employer will reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence. Upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence, but reinstatement to the employee's previous position and/or hours is not guaranteed. Regardless of the length of the personal leave, no employee will lose their hourly rate of pay when they return to work from the leave.

9. An employee who fails to return to work on the scheduled date at the expiration of an unpaid personal leave of absence will be considered to have voluntarily resigned, effective as of the employee's last day of work.

SECTION 13.3: BEREAVEMENT LEAVE

- A. After completing the probationary period all employees, shall be entitled to a maximum of three (3) days' paid leave when an immediate family member has died. Immediate family member is defined as the employees' spouse, parents, step-parents, children, step-children, brothers, sisters, step siblings, mother-in-law, father-in-law or grandparents. In the event of the death of a spouse, or domestic partner, the employee shall be entitled to a maximum of four (4) days' bereavement leave.
- B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. Bereavement leave may be taken beginning on the day of death.
- C. If the death occurs while the employee is on PTO, the employee will be allowed to extend their PTO by the number of days provided in the leave, or may use their PTO days at a later date.
- D. Employees may be granted additional bereavement leave by mutual agreement. Employees may use accrued paid time off benefits or take the time unpaid if no paid time off is available.

SECTION 13.5: JURY DUTY

An employee shall immediately notify the Employer upon receiving a call for jury duty. When an employee is required to serve on a jury, the Employer agrees to pay the difference between jury pay and the employee's earnings (paid at a rate equal to 2/3 of the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence) up to fourteen (14) days. Jury Duty pay will not be paid for unscheduled work days.

SECTION 13.6: MILITARY SERVICE

The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided by any applicable federal or state law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority. Such employees will not be required to use their PTO for such purposes.

SECTION 13.7: FAMILY AND MEDICAL LEAVE ACT (FMLA)/MINNESOTA PARENTAL LEAVE

Employees shall not be required to use their PTO during any leave period that is covered by the Family and Medical Leave Act and/or the Minnesota Pregnancy and Parental Leave Act.

SECTION 13.8: SCHOOL CONFERENCE AND ACTIVITY LEAVE

An employee may take up to sixteen (16) hours of leave during any twelve (12) month period to attend school conferences or school activities related to the employee's child. Leave under this policy is unpaid, however the employee may substitute paid time off benefits. The employee should provide as much advance notice as is possible.

SECTION 13.9: VICTIM, WITNESS, AND DOMESTIC ABUSE LEAVE

An employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to testify.

An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to attend the proceedings.

Employees who are victims of domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a restraining order or protective order. The employee will be paid for all reasonable time spent away from the store in order to attend and obtain such protection.

When it is practical to do so without placing the employee or any member of the employee's family in danger, the employee should provide the Employer with forty-eight (48) hours' notice of the need for these types of leave. The Employer may require verification of the need for these types of leave.

SECTION 13.10: VOTING AND ELECTION LEAVE:

Every employee who is eligible to vote in a primary or general election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of the election.

The employee must notify their manager one day in advance if that employee intends to take a reasonable amount of time off of work to vote during regularly scheduled work hours.

Employees serving as an election judge will be paid for all reasonable time spent as an election judge; the Employer will reduce these wages by the amount paid to the election judge by the election authority. In order to receive this pay, an employee who serves as an election judge must submit proof of the wages paid to him or her as an election judge to Human Resources.

SECTION 13.11: S.P.U.R. (Special Project Union Representative) LEAVE

The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. An employee wishing to take such leave should provide the Employer with thirty (30) days' notice of their desire to take such a leave. It is understood that the Union will make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence.

SECTION 13.12: SENIORITY

Employees on approved leave will maintain their seniority, except for as provided in Article 7 Seniority.

SECTION 13.13: TEMPORARY REPLACEMENTS

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer will have a right to select the employee who will replace the employee on leave. The employee who is chosen for the temporary assignment will be paid the appropriate pay grade.

**ARTICLE 14
UNION-EMPLOYER COOPERATION**

SECTION 14.1: SHOP STEWARDS

The Union will have the right to appoint a steward(s) who shall be recognized as a representative of the Union for all matters arising under this agreement to the extent permitted herein. The Union will advise the Employer as to the identity of the steward(s), in writing. 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 the steward(s) work for the Employer or in any way interfere with the operation of the business.

SECTION 14.2: UNION VISITATION

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business. Any conversation on the sales floor resulting in more than a brief greeting or introduction, or that may lead to Union business, should occur in non-work areas during non-work time, unless by mutual agreement between the Union and the Employer. The Union will make its best effort to provide twenty-four (24) hours' advance notice of a store visit to the General Manager. If the Union is unable to provide such notice, the representative will contact the General Manager about the visit as soon as possible.

SECTION 14.3: LABOR MANAGEMENT COMMITTEE

It is recognized that matters other than formal grievances may arise which may be appropriate to discuss in labor management meetings. A committee composed of no more than two (2) Union members and one (1) Union representative and an equal number of Employer representatives shall be established to form the LMC. There shall be a labor management meeting within sixty (60) days following ratification of this Agreement and twice annually thereafter. Additional meetings may be scheduled by mutual agreement. Designated representatives of the Union and the Employer will suggest agenda items one (1) week prior to each meeting.

SECTION 14.4: BULLETIN BOARD and "UNION LABEL"

- A. The Employer will provide space on a designated bulletin board where official Union notices originating from the Union offices may be posted. It is agreed that notices shall be non-inflammatory and non-disparaging of the Employer.

- B. The Union agrees to issue one "Union Label" window decal to the Employer. Such Union decal is, and shall remain, the property of the Union. The Employer agrees to display one decal on the window of the Water Street entrance.

SECTION 14.5: EMPLOYEE SAFETY

A safety committee composed of two bargaining-unit members and two Employer representatives, unless mutually agreed otherwise, will meet at least quarterly to address safety conditions in the store. Notes of the safety committee meetings will be kept and a copy provided to the Union.

When an employee observes a safety concern, they shall immediately report the concern to a safety committee member who, in turn, shall report the problem to the appropriate supervisor. If action is not taken to eliminate the perceived safety concern or if the supervisor does not agree that a safety concern exists, the safety committee member or the Union steward may report the problem to the General Manager. If the Union steward or committee member is not satisfied with the response from the manager or the latter's designee, the Union steward or committee member may address the problem through the grievance and arbitration process.

SECTION 14.6: FOOD BINS

For the life of this Agreement, employees will continue to have access to free food bins, so long as this Section does not violate local or state, or health department rules and regulations.

ARTICLE 15 BENEFITS

An employee with authorized paid hours of 30 hours per week (0.75 FTE) or greater shall be eligible to participate in the Employer's benefits, on the terms as provided below.

SECTION 15.1: HEALTH INSURANCE

Eligible employees may elect to be covered by the Employer's non-contract health insurance program as it may be amended from time to time by the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the Plan.

SECTION 15.2: DENTAL INSURANCE

Eligible employees may elect to be covered by the Employer's non-contract dental insurance program as it may be amended from time to time by the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-contract employees. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the Plan.

SECTION 15.3: LONG-TERM DISABILITY INSURANCE

Eligible employees may elect to be covered by the Employer's non-contract long-term disability insurance program as it may be amended from time to time by the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-

contract employees. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the Plan.

SECTION 15.4: LIFE INSURANCE

Eligible employees will be covered by the Employer's non-contract life insurance program as it may be amended from time to time by the Employer. Coverage for eligible employees who under the Employer's life insurance benefit program will commence on the applicable date as provided by the terms of the Plan.

**ARTICLE 16
401(k)**

Eligible employees covered by the Employer's Defined Contribution Plan at the end of the Plan Year will receive a contribution by the Employer at the same contribution rate as provided to non-contract employees.

**ARTICLE 17
SAVING CLAUSE**

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated.

**ARTICLE 18
MANAGEMENT RIGHTS**

The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed and the work which they are to reasonably perform; to assign and delegate work; to require observance of reasonable Employer rules, regulations, retirement and other policies; to schedule work and determine the number of hours to be worked; to hire, promote, classify, transfer, and lay off employees, and to demote, discipline or discharge for just cause any employee pursuant to the Employer's policies; to determine the methods of compliance with federal, state and local laws and regulations affecting the Employer; to determine the methods by which service is performed and the equipment to be utilized in furnishing such service; and to change, modify, or discontinue existing methods of furnishing service and use of equipment.

**ARTICLE 19
NO STRIKES, NO LOCKOUTS**

19.1. There shall be no strikes, work stoppages, slowdowns, picketing, sympathy strikes, or other interference with the Company's business by the employees, the Union, its officers, or members

during the term of this Agreement.

19.2. There shall be no lockout of its employees by the Employer during the term of this Agreement.

19.3. The failure or refusal on the part of any employee to comply with the provisions of this section may result in immediate discipline up to and including discharge. Any disagreement regarding whether an employee has violated this provision is subject to the Agreement's grievance procedure.

**ARTICLE 20
NON-DISCRIMINATION**

Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

**ARTICLE 21
TERM OF AGREEMENT**

This Agreement cancels and supersedes all previous written and oral agreements pertaining to the provisions contained herein. This Agreement and any Addendums shall take effect on February 12, 2021, and shall continue in full force and effect through February 12, 2024, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement, so that negotiations may be started as early as possible during the sixty (60) day notice period. All attached Appendices are made a part hereof.

Dated this 17 day of February, 2021.

For the Employer:

River Market Community Co-Op

Name

Title

[Signature]
GENERAL MANAGER

For the Union:

United Food and Commercial Workers Local 1189

Name

Title

[Signature]
Union Representative

**APPENDIX A
WAGE SCALE**

	Cashier, Grocery Clerk, Co-op-to-Go Clerk	MOD, Banker	Produce Clerk, Deli Clerk	Wellness Clerk, Cook, Lead, Pricing Clerk, Maintenance
(Start) Year 1	\$12.55	\$13.05	\$13.55	\$14.05
Year 2	\$12.80	\$13.30	\$13.80	\$14.30
Year 3	\$13.05	\$13.55	\$14.05	\$14.55
Year 4	\$13.30	\$13.80	\$14.30	\$14.80
Year 5	\$13.80	\$14.30	\$14.80	\$15.30
Year 6	\$14.05	\$14.55	\$15.05	\$15.55
Year 7	\$14.30	\$14.80	\$15.30	\$15.80
Year 8	\$14.55	\$15.05	\$15.55	\$16.05
Year 9	\$14.80	\$15.30	\$15.80	\$16.30
Year 10	\$15.30	\$15.80	\$16.30	\$16.80
Year 11	\$15.55	\$16.05	\$16.55	\$17.05
Year 12	\$15.80	\$16.30	\$16.80	\$17.30
Year 13	\$16.05	\$16.55	\$17.05	\$17.55
Year 14	\$16.30	\$16.80	\$17.30	\$17.80
Year 15	\$16.80	\$17.30	\$17.80	\$18.30

APPENDIX B PROHIBITED CONDUCT

Employees who engage in the following behavior shall be considered to have engaged in conduct that is grounds for discharge. It is understood that the following list of prohibited conduct is not intended to be all-inclusive and that other employee misconduct not listed below may be grounds for discharge.

- Repeated failure to perform the requirements of the job;
- Assault;
- Threatening behavior;
- Stalking;
- Possession of weapons on Employer property;
- Dangerous or threatening horseplay;
- Possession of, use of, or being under the influence of illegal drugs while on Employer property or while on duty;
- Use of or being under the influence of alcohol while on duty;
- Discriminatory or sexual harassment of customers or co-workers;
- Theft;
- Falsification of records;
- Job abandonment (three consecutive missed shifts without notice);
- Insubordination;
- Excessive absenteeism/tardiness;
- Intentional destruction of Employer property or another employee's property