

**AGREEMENT**

by and between

**CENTRAL CO-OP  
TACOMA**

and

**UFCW LOCAL NO. 367  
(Grocery)**

January 2, 2020 through December 31, 2021

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## **AGREEMENT**

by and between

**CENTRAL CO-OP**

and

**UFCW LOCAL NO. 367**

**(Grocery)**

January 2, 2020 through January 1, 2023

### **PREAMBLE**

This Agreement is made by and between Central Co-op, for and on behalf of its members operating grocery stores, and United Food and Commercial Workers Union Local 367. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Co-op and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

### **ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

- 1.1 **Recognition:** Central Co-op (“Co-op” or “Employer”), hereby recognizes the UFCW Union Local No. 367 (“Union”) as the sole and exclusive collective bargaining agency for all employees involved in the handling or selling of merchandise and the performance of other services incidental thereto with respect to rates of pay, hours, and other conditions of employment, excluding all positions holding the title of manager (other than assistant manager), confidential workers, guards and employees in other recognized bargaining units.
- 1.2 **New Store:** In the event that a new store is opened by the Co-op anywhere that the Union has jurisdiction, recognition of the Union at the new store will be accomplished through a voluntary card check within sixty (60) days of the store opening. In the event the Union becomes the recognized bargaining representative through this process, the terms of this Agreement will apply to the recognized unit, except that the terms of Appendix A will be subject to negotiation between the parties.
- 1.3 **Bargaining Unit Work:** It is understood that the Co-op and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, work involving the handling or selling of merchandise and the performance of other services incidental thereto is hereby recognized as bargaining unit work. Non-bargaining unit management personnel may perform bargaining unit work as required by the needs of their jobs and store operations, provided that such work does not result in a reduction of hours below bargaining unit employees’ full-time or part-time FTE status.
  - 1.3.1 It is understood that the Co-op has received in the past the benefit of non-employee members acting as volunteers to help with some of the Co-op’s special

projects. These practices are recognized provided no regular full time or part time employees are displaced or lose scheduled time. Volunteer labor performing bargaining unit work is limited to twelve (12) hours per month.

1.4 Bargaining Unit Supervisors: The Parties acknowledge that the employees covered by this Agreement are both supervisory and non-supervisory. Bargaining unit supervisors may suspend an employee for an incident occurring on a shift when no upper management is on duty and may report matters to upper management that may lead to disciplinary action. They may only participate in disciplinary action, however, if that action has been approved by upper management. The Co-op agrees that it shall not discriminate against any bargaining unit supervisors for their lawful union activities and the Union agrees it shall not discriminate against bargaining unit supervisors for their lawful supervisory activities.

1.5 Employee Definitions:

1.5.1 Full Time: A full-time employee is an employee who is regularly scheduled to work at least thirty-two (32) hours a week.

1.5.2 Part Time: A part-time employee is an employee who is regularly scheduled to work less than thirty two (32) hours a week.

1.5.3 Flex Employee: Flex employees shall not have a regular schedule or an assigned FTE. Flex employees may be utilized by the Employer in its discretion to provide relief coverage for absences of all types of full time and part-time employees, to provide additional staffing on a short-term basis and to work in unfilled regular positions as needed, provided that it is in both parties' interest to provide the greatest opportunity for regular employees to work available hours where possible without incurring overtime or premium pay. No full-time or part-time employee shall have their scheduled hours reduced by the use of Flex employees.

1.5.3.1 Availability: Flex employees shall indicate to the Employer, at least twenty-one (21) days prior to the commencement of the work schedule, the days of the week and hours of the day they are available to work. Flex employees have an ongoing responsibility to inform their Department Manager of changes in their availability. Unavailability for flexible coverage over a sustained period of time, as determined by the Employer, shall constitute voluntary resignation of the position.

1.5.4 Changes in Status: Employees may increase their status from part time to full time, from flex to part time, or from flex to full time; or decrease their status from full time to part time, from full time to flex, or from part time to flex, at the discretion of management. The parties agree that employees accepting positions of responsibility with the Co-op are accepting these positions at the hours provided for that position, and unless mutually agreed to at the discretion of management, must retain the hours as accepted.

## ARTICLE 2 – UNION SECURITY AND ACTIVITIES

- 2.1 **Union Membership:** Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947 as amended, it shall be a condition of employment that all employees 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. Those who are not members of the Union shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement or the thirtieth (30<sup>th</sup>) day following their employment (hire date), whichever is the later, become and remain members in good standing in the Union.
- 2.1.1 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, by the first (1<sup>st</sup>) day following the successful completion of the employee's trial period, become and remain members in good standing in the Union.
- 2.1.2 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.
- 2.2 **Process for Non-Compliance:** The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.
- 2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union may serve a letter upon the Co-op, with a copy of the letter sent to the employee, requesting that such employee be suspended.
- 2.2.2 The Co-op will advise the employee that failure to pay initiation fees and dues owing is a condition of employment and a proper cause for suspension.
- 2.2.3 The Union agrees to withdraw any letter of suspension if an employee, with respect to whom such letter has been served, shall complete their membership requirements within fourteen (14) days. After fourteen (14) days the employee shall be deemed terminated and seniority shall be broken.
- 2.2.4 Whenever the Union requests the suspension of any employee in connection with the Union security clause of this Agreement, the Union shall hold the Co-op harmless and shall indemnify the Co-op against loss, as a result of relying upon the direction of the Union in suspending any employee.
- 2.3 **Dues Deduction:** The Co-op agrees to deduct from the salary or wages of unit employees the dues and initiation fees of the Union, and agrees to remit to the Union all such deductions within ten (10) days after the end of the month for which the deductions are made, provided, however, prior to making any such deductions, the Co-op shall have received from each bargaining unit employee on whose account such deductions are made advanced written authorization or assignment to do so. The Co-op, on a monthly basis, will supply the Union with the name and the amount of deduction.

- 2.4 **Active Ballot Club:** For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.
- 2.5 **Indemnification:** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.
- 2.6 **Shop Stewards:** The Union shall notify the Co-op in writing, at least once per year and whenever there is a change during the year, of the identity of individuals whom the Union designates as shop stewards. The union activities of shop stewards shall not interfere with the work of employees and shall be conducted on the non-working time of both the steward and other employees.
- 2.6.1 Shop stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions and may elect to use accrued PTO. Only two (2) shop stewards at a time may request such time off (as long as both are not in the same department).
- 2.6.2 An employee who is the subject of an investigatory meeting shall have the right to request that an available shop steward be present for the meeting.
- 2.7 **Employee Lists:** The Employer shall supply to the Union on a quarterly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, job classification, date of hire, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. The Union shall on a monthly basis provide the Co-op with the names and the full amount of fees and dues in arrears of any of its members who are required to comply with the union security provisions of this agreement.
- 2.8 **Union Bulletin Board:** The Employer shall provide a space for placement of a Union bulletin board. All Union communication shall be placed on the bulletin board provided by the Employer for these communications. The Employer shall advise the shop stewards of any material placed outside of this designated area and such information shall be removed at the Employer's request.

### **ARTICLE 3 – EMPLOYMENT PRACTICES**

- 3.1 **Equal Opportunity Policy:** The Co-op is committed to equal opportunity in employment practices. Employees will not be discriminated against on the basis of race, sex, age, religious or political beliefs, national origin, sexual orientation, gender identity, marital or parental status, or disability, nor will they be discriminated against because of lawful Union activity or their desire to refrain from engaging in Union activity. Employees who

believe that they have been discriminated against on the basis of the protected categories identified in this article are encouraged to report their concerns to Human Resources. They may ultimately elect to pursue a claim of discrimination through the contractual grievance procedure and/or with the appropriate state or federal agency responsible for enforcement.

- 3.2 Trial Period: All new employees will go through a trial period of sixty (60) calendar days for the Co-op to evaluate work performance and determine whether to continue to employ the employee. The Employer may extend the sixty (60) calendar day trial period by thirty (30) calendar days upon written notification to the Union. This decision shall not be subject to the contractual grievance procedure. PTO and seniority do not accrue during the trial period but both will accrue retroactively if the employee is retained. Prior to the end of the sixty (60) calendar days the Co-op will conduct an evaluation. Based on the evaluation and other factors the Co-op will make a decision as to whether to continue to employ the employee.
- 3.3 Corrective Action/Discipline: No employee shall be disciplined or discharged without just cause. The Employer shall be the sole judge of whether there is cause for discipline, provided, however, that said judgment may be the subject of the grievance procedure to determine whether there was just cause.
- 3.3.1 Progressive discipline: The Employer may apply progressive discipline in those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Progressive steps for discipline shall include (1) formal written counseling, (2) suspension or final written warning, and (3) termination. Absent extenuating circumstances, informal counseling will occur before progressive discipline. Informal counseling shall not be considered discipline and shall not be subject to the grievance procedure.
- 3.3.2 Causes for discharge: Possible causes for immediate discharge include, but are not limited to, the following: gross misconduct; sexual harassment or other forms of harassment of employees or customers; dishonesty; theft; use, possession or working under the influence of any substance that adversely affects alertness, coordination, decision making, safety or job performance; and falsification of employment or personal history data.
- 3.3.3 Shift abandonment: An employee who has two (2) shift abandonments (including no-call, no-shows) within a 12-month period will, subject to the Employer's discretion to consider extenuating circumstances, be treated as having resigned their employment at Central Co-op.
- 3.3.4 Written discipline: The employee will be provided a copy of any written disciplinary action and will be required to sign and date the written warning for the purpose of acknowledging its receipt. Signing shall not constitute an admission of wrongdoing.

- 3.3.5 Weingarten right: An employee may request the attendance of a Union representative at a pre-disciplinary investigative meeting as provided for by law.
- 3.4 Job Postings: The Co-op shall post all job openings for seven (7) calendar days prior to considering any candidates for the opening. The posting will include the job description and the wage range. A copy of the job listings will be available in the break room. If an internal candidate is hired, he or she may request a wage review. Past experience will be used in determining the wage rate for the new position in accordance with Section 6.2 – Credit for Prior Experience. Job posting shall not be required when an employee is transferred into a new position to comply with legal obligations.
- 3.5 Performance Evaluations: The Co-op may evaluate employees annually for purposes of improving job performance and communication. Evaluations will not constitute disciplinary action.
- 3.6 Job Descriptions: Employees shall be entitled to receive a copy of the job description applicable to their primary assignment. The Co-op shall have the right to update and revise job descriptions. At the time of an update the affected employee shall be provided the revised job description and may request a wage review. The Co-op in its sole discretion can decide to pay for any additional duties.
- 3.7 Wearing Apparel: All gowns, aprons, and uniforms required by the Co-op shall be furnished and kept in repair by the Co-op and, except where the garment is of drip-dry materials, the Co-op shall pay for laundering of same. The Co-op will offer ergonomically correct/safe aprons to all staff.
- 3.8 Safety: Employees are encouraged to advise management of any issue affecting employee safety. Employees shall be free of reprisals for advancing legitimate safety concerns. Employees are permitted under OSHA/WISHA (RCW 49.17) to refuse to execute management's instructions when such instructions are reasonably likely to lead to the death or injury of the employee.
- 3.8.1 Safety cameras: Safety cameras are intended to be a preventative measure and deterrent. Footage will be monitored as necessary in management's discretion for the protection and safety of employees and customers, and to provide operational support where necessary.
- 3.9 Store Management Hiring:
- 3.9.1 Employees and management recognize the importance of selecting the best available individual(s) (internally or externally) for positions in Store Management. It is also recognized that these are positions of great sensitivity to store employees because of the close working relationship store employees have with their Store Management and the importance this relationship has in determining the success of the store.
- 3.9.2 Employees may bring forward, through the Employer's chain of command, through Human Resources or through the Union, any feedback, positive or

negative, regarding the management methods of a new manager during that manager's trial period of sixty (60) days. Concerns brought forward through the Union may be addressed at Labor Management Council meetings.

#### **ARTICLE 4 – SENIORITY, LAYOFFS AND HIRING**

- 4.1 Seniority Defined: Seniority shall be defined as the length of service with the Co-op from the last date of hire. Seniority shall be on an individual store basis, except that an employee's seniority will not be broken in cases where the employee transfers to a different store where a collective bargaining agreement exists between the Co-op and the Union.
- 4.2 Application of Seniority: An employee's seniority shall be recognized when it is necessary to increase or decrease the number of regular employees or their work hours, provided qualifications, documented performance and ability are equal.
- 4.2.1 It is understood and agreed that the term "provided qualifications, documented performance and ability are equal" shall mean that if two (2) employees have the same qualifications, documented performance and ability, the senior employee has priority.
- 4.2.2 The Co-op shall be the judge of the qualifications, documented performance and ability of employees. The opinion of the Co-op shall be based on documented information and arrived at fairly and reasonably. The decision on qualifications, documented performance and ability shall be subject to the grievance procedure. An employee shall be provided an explanation of the basis for the decision upon the employee's request.
- 4.3 Staff Reductions: When there is a reduction of the number of employees needed, the last employee hired shall be the first laid off, provided that qualifications and ability are equal. A layoff is defined as two (2) consecutive weeks that an employee is not shown on the weekly work schedule, unless due to vacation or leave. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.
- 4.3.1 An employee who has been laid off may request transfer to, and reassert seniority in, another store where a collective bargaining agreement exists between the Co-op and the Union.
- 4.3.2 In the event of a recall, the last employee laid off shall be the first rehired, provided that qualifications are substantially equal and that the employee notifies the Co-op of their intention to return to work within two (2) business days following notification by the Employer. The employee shall return to work no later than the next posted schedule.
- 4.4 Loss of Seniority: Seniority shall be broken and the employee's service shall be terminated for the following reasons:
- 4.4.1 Voluntary quit;

- 4.4.2 Discharge in accordance with Section 3.3;
  - 4.4.3 Absence caused by a layoff in excess of eighteen (18) months (or until the employee fails to return to work upon a written request from the Co-op, with a copy sent to the Union, whichever occurs first);
  - 4.4.4 Injury or illness of more than eighteen (18) months unless a longer period is agreed upon; or
  - 4.4.5 Failure to return from a leave of absence in accordance with Article 10.
- 4.5 Opportunities for Internal Candidates: The Co-op, employees and the Union will work toward increasing skills and knowledge of employees in areas related to their jobs and the organization. To that end the Co-op supports providing opportunities for internal candidates in accordance with Co-op policies and guidelines. The Co-op believes cross-training is a valuable development tool for staff and will provide opportunities for such subject to budgetary constraints and business needs.
- 4.5.1 The Co-op agrees that it will endeavor to provide external opportunities for the purpose of skill development and individual training for those employees who have an interest in Store Management and who make their interest known to Human Resources in writing. Such opportunities shall be afforded to employees based on demonstrated qualifications, documented performance and abilities as well as seniority, subject to budgetary constraints and business needs.
  - 4.5.2 Employees who are promoted within the bargaining unit will be subject to a sixty (60) day trial period in the new position. If the employee's performance in the new position does not meet the Co-op's reasonable expectations, then the employee has the right to return to his or her former or substantially equivalent position.

## **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

- 5.1 Basic Work Week: The basic work week is Sunday through the following Saturday.
  - 5.1.1 Employees shall not be required to work six (6) or more days in a row except by mutual agreement.
  - 5.1.2 Employees shall only work hours that are scheduled or otherwise authorized in advance and there shall be no offsite work unless authorized in advance by the Employer. There shall be no "time off the clock" work practices under this Agreement. Working hours without authorization shall be grounds for disciplinary action.
- 5.2 Work Schedules: Management's right to determine work schedules and work assignments shall be subject to the following:

- 5.2.1 Final posting of the work schedule shall occur no less than fourteen (14) days prior to commencement of the schedule.
- 5.2.2 Employees will bid on standing scheduling templates for all weekly schedules that commence within a two-month calendar period. The Employer will honor bids on scheduling templates in order of seniority, subject to operational need as determined by the Employer. Employees may change their scheduling template outside of the two-month period by mutual agreement. The Employer will endeavor not to schedule employees outside of their stated scheduling template but retains the right to do so based on operational need.
- 5.2.3 Bargaining unit employees shall be allowed two (2) scheduled consecutive days off in a workweek unless that is precluded by the scheduling process set forth in this paragraph.
- 5.2.4 Employees may trade scheduled shifts with a co-worker by mutual agreement among the employees and the department manager.
- 5.3 Overtime Work:
  - 5.3.1 Prior approval: An employee may not work overtime without the advanced permission and approval of a manager or supervisor. In the event the overtime is caused by a customer service issue or event, the employee should inform the manager immediately after overtime is incurred.
  - 5.3.2 Overtime rate: Time worked in excess of eight (8) hours per day or forty (40) hours in any one week shall be paid at the overtime rate of one and one-half times the employee's regular rate of pay.
  - 5.3.3 Four by ten schedule: Employees entering into a mutual agreement with the Co-op to work four (4) ten (10) hour shifts shall only be eligible for overtime for hours worked over ten (10) in any one day or forty (40) hours in any one week. Before an employee is assigned a 4x10 schedule, the Co-op shall have on file the employee's signed agreement to such schedule, which agreement can be revoked by either party on thirty (30) days' notice; provided, nothing herein shall be deemed to require the Co-op to offer a 4x10 schedule.
- 5.4 Premium Pay:
  - 5.4.1 Twelve hours off between scheduled shifts: Unless unexpected operational needs require otherwise, or there is mutual agreement between management and the employee, Co-op employees shall have at least twelve (12) hours between scheduled shifts. Employees who work without having twelve (12) hours between shifts shall be compensated at one and one-half times the basic wage rate for hours worked during the twelve (12) hour period. The Co-op may, without penalty, rewrite the schedule to permit the twelve (12) hours off. The foregoing shall not apply in cases of schedules arranged by mutual agreement.

- 5.4.2 Seven consecutive days: Employees working seven (7) or more consecutive days shall be paid at the rate of time and one-half for any and all hours worked on the seventh day and any future consecutive days.
- 5.4.3 Communication of work schedules: Employees who have less than twelve (12) hours turnaround or who work more than six (6) consecutive days in a row shall communicate their work schedules to payroll so that their time worked can be accurately recorded. The Employer shall not request employees to sign waivers or forms to negate the purposes of this article.
- 5.4.4 Work on holidays: Should the Co-op be open on New Year's Day, May Day, Thanksgiving or Christmas Day, a premium of time and one-half (1 ½) shall be paid for all hours worked on any of those holidays. If the Co-op chooses to stay open, holiday hours shall be offered on a voluntary basis by seniority, subject to qualifications and ability of the employees so volunteering. If more hours are needed than are volunteered, the Co-op may schedule by inverse seniority based on qualifications and ability.
- 5.5 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay.
- 5.6 Report Pay: Except by mutual agreement between the Co-op and an employee, all bargaining unit employees shall receive not less than four (4) continuous hours of work or equivalent compensation in any one (1) day the employee is ordered to report for work, compensation to begin at the time of reporting for duty. This report pay obligation will not apply to attendance at required meetings outside of regular work shifts.
- 5.7 Meal and Rest Breaks: Employees shall be allowed an uninterrupted rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the four-hour work period. It is the intent of this paragraph to allow employees to take all breaks they would otherwise be entitled to receive, notwithstanding changes in the meal schedule that might result due to operational need. Employees who work a free-standing five (5) hour shift (with no meal) shall be entitled to a fifteen (15) minute uninterrupted rest period during the shift. Missed meal and rest periods shall count toward the calculation of daily and weekly overtime. Employees shall notify their manager in writing of any missed rest breaks they experience.
- 5.7.1 Meal and rest break periods shall be scheduled to accommodate customer service. In schedules not requiring customer service considerations meal periods shall be for thirty (30) minutes unless it is mutually agreed with the department manager to observe a longer period.
- 5.8 Mandatory Meetings: Time spent in Co-op meetings, with the exception of voluntary meetings, shall be compensated at the straight-time hourly rate and shall be considered time worked for the purpose of computing overtime.

- 5.8.1 Employees required to attend meetings on their days off or called back for a required meeting after one (1) hour of off-duty time, shall receive a minimum of two (2) hours of pay for such meetings.
- 5.8.2 An employee scheduled for over eight (8) hours in a day due to a scheduled staff meeting obligation may petition the Department Manager for a schedule revision. If the employee submits the petition at least seven (7) days prior to the scheduled meeting, the Manager must revise the schedule to eliminate the hours greater than an eight (8) hour work shift. This paragraph shall not apply to meetings called due to an emergency.
- 5.8.3 Voluntary meetings: An employee who wishes to attend a voluntary Co-op meeting during the employee's scheduled shift shall obtain supervisory approval in advance. Voluntary meetings shall not be compensated for except as designated by the Employer. The Employer will make known at the time the meeting is announced whether voluntary attendance is paid or unpaid. Attendance at voluntary meetings is not subject to contractual overtime.
- 5.9 Non-discrimination: With regard to the mutual agreements referenced in this Article, it is understood that no employee shall be discriminated against for failure to enter into any such mutual agreement with the Co-op.

## ARTICLE 6 – COMPENSATION

- 6.1 Rates of Pay: Hourly rates of pay are set forth in Appendix A of this Agreement. The Co-op maintains the right to hire or pay employees at a pay rate in excess of the rates in said appendix.
- 6.2 Credit for Prior Experience: Before hiring a new employee, the Employer will determine whether or not the position requires experience and so state on the job posting. Credit shall be given for applicable hours of past experience as long as the past experience has occurred within two (2) years of the date of hire and may at the Employer's discretion be given credit for experience beyond two years of the date of hire. Past experience must be claimed by a prospective employee on his or her employment application in order to receive credit.
- 6.2.1 Applicable past experience is defined as comparable work performed in the retail grocery or other relevant industry (including but not limited to floral, restaurant and barista work). Management will determine the degree to which other industry experience will apply and the degree to which experience will qualify as pay for past experience, provided, however, that a minimum of seventy-five percent (75%) credit will be given based on hours of past experience within the prior two (2) years in the retail grocery industry as defined below.
- 6.2.2 Retail grocery industry shall mean stores with (1) electronic cash registers or scanning registers; (2) departments to include grocery, produce, deli, frozen foods and HABA; and (3) total store volume not less than two million dollars (\$2,000,000) annually. Relevant hours worked in a cooperative or health food

store, however, shall count as work in the retail grocery industry without regard to electronic cash registers, scanning, and store volume.

6.3 Differentials for Additional Responsibilities:

- 6.3.1 Lead pay: An employee designated by management at its discretion to have Lead responsibilities for operation in a department will receive one dollar (\$1.00) per hour in addition to the employee's base pay for all hours worked performing this responsibility.
- 6.3.2 Buyer: An employee designated by management at its discretion to have Buyer responsibilities (or the functional equivalent if the title is changed) for operation in a department will receive \$1.40 per hour in addition to the employee's base pay for all hours worked performing this responsibility.
- 6.3.3 Store Support Coordinator: An employee designated by management as Store Support Coordinator, at management's discretion (or the functional equivalent if the title is changed), will receive \$2.00 per hour in addition to the employee's base pay for all hours worked in this role.
- 6.3.4 Minimum pay rates: Employees trained for and actively working in the position of Lead, Buyer or Store Support Coordinator shall be paid at a rate no less than the Step 4 level per Appendix A.
- 6.3.5 Eligibility for differentials: Bargaining unit supervisors are not eligible for the above differentials. Non-supervisory employees are not entitled to receive more than one of the differentials. In the event that an employee is performing in more than one such role, the employee will receive the highest applicable pay differential.
- 6.3.6 Incorporation into straight-time hourly rate: Employees who are scheduled to work exclusively as a Lead, Store Support Coordinator or Buyer shall have the applicable differential incorporated into their straight-time hourly rate. All other individuals must, as a condition of receiving differential pay under this section, weekly submit the necessary paperwork for such pay by the payroll deadline.
- 6.4 Night differential: An employee will receive a differential of one dollar (\$1.00) for each hour worked between 12:00 a.m. and 6:00 a.m.
- 6.5 Travel: If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employee shall be reimbursed for public transportation expense if used or be granted mileage allowance at the current IRS rate for mileage reimbursement if a private vehicle is used.
- 6.6 Wage Statements: The Co-op agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

## ARTICLE 7 – PAID TIME OFF

- 7.1 **PTO Accrual:** Paid Time Off (PTO) from work will accrue as a single benefit including holidays, vacation, and sick time. PTO will accrue retroactively from the first day on the job, provided the employee is retained beyond the trial period. PTO is calculated at a rate of:

<u>SENIORITY HOURS</u>	<u>ACCRUAL RATE PER COMPENSATED HOUR</u>	<u>ANNUAL HOURS ACCRUED PER FTE</u>
0-2079	.0577	120
2080-4159	.0769	160
4160-6239	.0962	200
6240 – 20,799	.1154	240
20,800 +	.1346	280

- 7.1.1 The PTO year shall be based on the calendar year.
- 7.1.2 Employees will be eligible for these benefits pro rata and based on hours compensated.
- 7.2 **Use of PTO:** PTO can only be taken once accrued and must be used for sick leave, holiday pay, or vacation time requested until exhausted.
- 7.2.1 PTO must be used to take time off during the PTO year, with the exception of time taken off caused by the Employer (e.g., due to reduced hours on the schedule or store/department closure on a holiday, in which case the employee may choose whether to use PTO for the time off).
- 7.2.2 The Co-op may request a doctor's, or other licensed health practitioner's, verification of Sick Leave PTO usage in accordance with state and local law.
- 7.3 **Donation of PTO:** PTO may be donated to another employee to provide pay while that employee is on FMLA leave, with such donated pay to be calculated based on the hours donated multiplied by the donor's regular rate of pay and divided by the recipient's regular rate of pay to determine the number of hours of leave that will be compensated.
- 7.4 **Forfeiture of PTO:** Any accrued PTO is forfeited by any employee who quits and gives less than two (2) weeks' notice (unless otherwise mutually agreeable) or who is terminated for dishonesty or theft. The Co-op agrees to discuss with the Union, upon request, the reason for an employee's forfeiture of PTO.
- 7.5 **Compensation:** PTO shall be compensated at the rate of pay the employee would have received had the employee worked during the time off, excluding any additional premiums.
- 7.6 **PTO Scheduling:** With the exception of PTO taken as Sick Leave PTO, all scheduled PTO requests shall be submitted at least twenty-eight (28) days, or less by mutual

agreement, prior to the beginning of the schedule. PTO may be taken at any time mutually agreeable between the Employer and employee, subject to the following guidelines:

- 7.6.1 The Co-op shall hold an open scheduling period during the month of October in which employees may submit written bids for PTO usage during the following calendar year. Once a bid is made it cannot be changed except by mutual agreement. Seniority will apply in granting requests for PTO usage provided the needs of the operation can be met. After October 31<sup>st</sup>, all other requests for PTO usage will be considered in the order received.
- 7.6.2 If an employee wishes to withdraw previously approved PTO, written notice must be provided to the Co-op at least twenty-eight (28) days prior to the start of the workweek for which the PTO was approved.
- 7.6.3 Employees shall be permitted to take scheduled PTO on consecutive days off, with the understanding that nothing in this Agreement is intended to interfere with the Co-op's right to reasonably determine the number of employees in any given department, if any, who can be on PTO during any particular week.
- 7.6.4 Priority will be given to employees using PTO over employees requesting unpaid time off after they have exhausted their PTO.
- 7.7 PTO Carry Forward: An employee may carry forward a maximum of one hundred and sixty hours (160) of unused PTO from one PTO year to the next PTO year.
- 7.8 PTO Cashout: An employee may cash out up to the maximum number of unused hours of PTO that have accrued in the employee's PTO account during the calendar year, provided that (1) the employee makes an irrevocable election of such cashout in the 4<sup>th</sup> quarter of the preceding year, and (2) the employee's PTO hours are not reduced below eighty (80) hours. Such cashout will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year.

<u># of Hours Seniority</u>	<u>Cash Out Rate</u>
0-2079	.6666/hour PTO on books @ wage earned
2080-4159	.7500/hour PTO on books @ wage earned
4160-6239	.8000/hour PTO on books @ wage earned
6240 -10399	.8333/hour PTO on books @ wage earned
10400 +	1.0/hour PTO on books @ wage earned

## **ARTICLE 8 – INSURANCE COVERAGE AND OTHER BENEFITS**

- 8.1 Insurance Plans: Employees who are scheduled to work twenty (20) or more hours per week are eligible to apply, as of the 1<sup>st</sup> of the month following their 60<sup>th</sup> day of employment, for coverage under the following group insurance plans of the Employer:

Medical and Rx (including chiropractic rider)  
Dental (Washington Dental Service)  
Vision (through rider or separate policy)  
Life and Accidental Death & Dismemberment  
Long Term Disability

Costs and coverages are subject to change in accordance with the terms of the Employer's insurance agreements.

- 8.2 Cost Sharing: For the benefits year ending May 31, 2020, the Employer shall maintain the cost-sharing structure of the current Medical, Dental and Vision plans as follows:
- 8.2.1 For employees averaging at least twenty-eight (28) hours per week, the Employer will pay 100% of the premium cost of the medical, dental and vision plans for employee only coverage, 80% of such premium cost for dependent children coverage, and 70% of such premium cost for spouses/domestic partners coverage.
- 8.2.2 For employees averaging at least twenty (20) but less than twenty-eight (28) hours per week, the Employer will pay 60% of such premium cost for employee only coverage. Dependent child and spouse/domestic partner coverage is optional at no cost to the Employer.
- 8.3 Bargaining in 2020. Notwithstanding any other provision of this article, for the benefits year commencing on June 1, 2020 the Employer and the Union shall meet no later than March 1, 2020 to bargain collectively over plan options, including the UFCW National Fund, and cost-sharing structures for medical, dental and vision coverage. The Employer will begin its information gathering, including options presented under the UFCW National Fund, before that date. The parties agree to meet with sufficient frequency to allow for completion of the bargaining process no later than April 15, 2020.
- 8.4 Leaves of absence: In the event an employee takes a non-FMLA leave of absence of thirty (30) days or more, they must arrange with the Employer to pay the cost of the Medical and Dental Coverage premium, otherwise the coverage will be canceled.
- 8.5 Material Plan Modifications: The Employer will not materially reduce the level of benefits provided under the medical, dental, or vision plans (or vision rider) unless such plan is materially modified by the provider or the provider announces a premium increase in excess of seven percent (7%) for any benefits year, beginning with the benefits year commencing June 1, 2021. In the event the applicable plan is materially modified or the seven percent (7%) premium threshold is exceeded, the parties (including at least two bargaining unit members) will promptly meet and negotiate regarding changes to the provider and/or plan. If no agreement is reached prior to the deadline necessary to leave time to implement changes, the Employer will select the provider and/or plan that most closely approximates the existing plan at the cost of one hundred seven percent (107%) of the then current plan year. The Employer will notify the Union within two (2) working days of its selection.

- 8.6 401(k) plan: During the term of this Agreement, the Employer will continue to offer its 401(k) Plan and Trust. Enrollment in this plan is offered at no cost to employees, on a voluntary payroll deduction basis, in accordance with the plan's eligibility rules.
- 8.6.1 Co-op contribution: The Employer will make a contribution equal to one hundred percent (100%) of an employee's contribution to the plan up to the first three percent (3%) of the employee's eligible compensation (i.e., if an employee elects to contribute three percent (3%) of eligible compensation, the Employer's contribution would equal three percent (3%) of eligible compensation). This percentage contribution will increase from 3% to four percent (4%) effective January 1, 2021. Employer contributions for new employees will commence upon enrollment the first of the month following completion of the employee's trial period.
- 8.6.2 Vesting: For employees hired prior to January 1, 2019, the Employer's contribution will vest at the rate of one hundred percent (100%) upon completion of the plan's eligibility period. For employees hired subsequent to January 1, 2019, the Employer's contribution will vest at the rate of 25% upon completion of the employee's first year of employment, 50% upon completion of the second year of employment, 75% upon completion of the third year of employment, and 100% upon completion of the fourth year of employment. Employees will receive service credit for vesting purposes from their most recent date of hire at Central Co-op. All unvested Employer contributions shall be returned to the Employer.
- 8.7 Employee Discount: Employees shall receive a twenty percent (20%) discount on employee purchases of Co-op products, except that (1) the discount on beer, wine and liquor will be ten percent (10%) and (2) there will be no discount of loss leaders (Co-op Basics or their equivalent). The rates of this discount will not be decreased during the term of this contract unless a change in Washington State Liquor control law requires such change. In that event, the Co-op will advise the Union of the required change and upon request negotiate with the Union regarding effects.

Employees will cooperate with management in adhering to policies and procedures that assist in accurately recording and implementing this discount benefit. The employee discount is for use by employees and one additional designated member of the employee's household. The discount is meant to be taken on a reasonable volume of groceries and is not intended to be used by employees to purchase goods for friends or members of a shared household who are not designated to receive the discount consistent with this Article.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

Any grievance(s) involving the interpretation or application of this Agreement that arise between the parties during the term of this Agreement, shall be adjusted in the following manner:

9.1 Pre-grievance: Before a grievance is filed by or on behalf of an employee or employees, the employee or employees should make a good faith effort to resolve the underlying dispute with their supervisor. The parties will strive wherever possible to verbally settle potential grievances at the department level.

9.2 Step One: Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) calendar days from the date the party knew or reasonably should have known of the event(s) or occurrence(s) giving rise to such grievance or dispute.

The responding party shall have no longer than fifteen (15) calendar days from the date a written grievance is received to reply in writing. In the absence of a timely written response the grievance shall be deemed denied and shall move to the next step.

9.3 Sharing of Information: The factual details regarding a grievance (or pre-grievance issue) should be shared as early as possible in the process. The filing party should provide as much detail as possible in the original grievance, or soon thereafter. The responding party should provide as much detail as possible with its response, or soon thereafter. These provisions are intended to allow the parties to investigate and assess the grievance more effectively, with the goal of resolving the matter prior to needing an in-person grievance meeting.

9.4 Step Two: If the grieving party desires to proceed, then within twenty-one (21) calendar days after the date a written reply is received or the grievance is deemed denied the parties shall meet and make every attempt to settle the grievance. In this step, the parties may agree to engage in dispute mediation with a mutually agreeable mediator. If this option is utilized it will be completed within thirty (30) calendar days of the start of this step.

9.5 Step Three – Arbitration: Grievances still unresolved may be submitted to arbitration by either party by written notice to the other no later than fifteen (15) days after the last meeting of the parties at the above step.

9.5.1 Within ten (10) calendar days after submission of the grievance to arbitration, the parties shall attempt to select an impartial arbitrator, or if they are unable to do so, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested, local, and qualified persons willing to act as impartial arbitrators; with a copy of such request being sent to the other party. From this list the Co-op and the Union shall, within seven (7) calendar days after its receipt, alternately strike one name until six (6) names have been eliminated, and the person whose name remains shall be the impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list. Notwithstanding the provisions of Article 9.6 regarding the time for selecting an arbitrator, if a notice of arbitration is timely made pursuant to Article 9.5, the aggrieved party may provide written notice at the time of the Article 9.5 notice that the arbitrator selection process will be stayed for sixty (60) days.

- 9.5.2 The fees and expenses of the arbitration and hearing room incurred as the result of mediation or arbitration shall be borne one-half (½) by the Union and one-half (½) by the Co-op. Each party shall bear its own expenses of advocacy in presenting evidence. The decision of the arbitrator shall be final and binding on both parties. Neither party shall be liable for the expenses of the other party's witnesses.
- 9.5.3 The arbitrator shall have no authority to add to, subtract from, or otherwise alter this Agreement, and shall be expected to render a written decision within thirty (30) days. The decision of the Arbitrator shall be final and binding on the parties. In any case in which back pay is awarded, the Arbitrator shall retain jurisdiction to calculate the amount of compensation due, including offset, if any, for interim earnings and/or failure to mitigate in the event the parties are unable to agree on such matters.
- 9.6 Time Limits: It is understood that any of the foregoing time limits may be waived by mutual agreement.
- 9.7 Claims of Underpayment: In the event a grievance or claim is submitted for underpayment of compensation due under a provision of this Agreement, any retroactive adjustment in compensation shall be limited to the sixty (60) day period immediately preceding the date the grievance was filed in writing.

#### **ARTICLE 10 – LEAVES OF ABSENCE**

- 10.1 Unpaid Leaves of Absence: Employees are eligible to apply for unpaid leaves of absence of up to three (3) months after they have been employed at the Co-op for the preceding eighteen (18) consecutive months. The granting of such leave shall be at the Employer's sole discretion. Employees returning from such leave shall retain their seniority and shall return to their former position.
- 10.2 Long-Term Leaves: The following provisions apply to unpaid leaves in excess of four (4) weeks.
- 10.2.1 Before commencement of the long-term leave, the employee may be required to provide training to employee(s) who will provide relief coverage during the leave.
- 10.2.2 Health and welfare insurance benefits will not be provided except as required by state and federal law (COBRA).
- 10.2.3 Leave requests must be submitted to Human Resources two (2) months in advance except in cases of emergency or mutual agreement.
- 10.2.4 Employees must contact their supervisor or the Human Resources Department four (4) weeks prior to the expiration of their leave to provide notice of availability. Seniority will accrue during the leave of absence.

- 10.3 FMLA: The provisions of Sections 10.1 and 10.2 do not apply to leaves taken under the Family and Medical Leave Act, which are governed by federal law and Employer policy.
- 10.4 Parental Leave: Employees who have been employed at the Co-op for the preceding eighteen (18) consecutive months are eligible to receive three (3) weeks of paid parental leave at the employee's straight time rate of pay based on their FTE level. Such paid parental leave will be included within, and not additional to, the period allowed for family leave under the FMLA. This paid parental leave benefit shall be discontinued and no longer in effect as of January 1, 2020, when the Washington State Paid Family and Medical Leave Act becomes fully effective.
- 10.5 Jury Duty Leave: Employees who have been employed for at least sixty (60) consecutive days, who regularly work twenty-four (24) hours or more per week, and who are called for service on a jury shall be excused from work for the days on which they serve and shall be paid at their straight-time rate of pay for time lost by reason of such service, up to a limit of eight (8) hours per day and seven (7) days per year. Employees excused from attendance at court must report for work if sufficient time remains to work at least one-half (1/2) of their normal workday. Employees must furnish verification showing date and time of jury service.
- 10.5.1 Witness Duty: Employees required to appear in court or in legal proceedings on behalf of Central Co-op shall receive compensation at their straight-time hourly rate of pay for the time spent in making such appearance. If the appearance is during scheduled hours, the hours will be compensable under the terms of this Agreement; if it is during unscheduled hours, no other provision in this Agreement shall apply.
- 10.6 Bereavement Leave: Employees who are regularly scheduled to work at least twenty (20) hours per week, who have been employed for at least ninety (90) consecutive days, and who experience the death of an immediate family member, shall be allowed to take a paid bereavement leave of up to three (3) days (up to 24 hours based on a regular work schedule) plus up to five (5) additional unpaid days off. Immediate family shall be defined as a spouse or spousal equivalent; child; parent; sibling; grandparent; grandchild; the step or in-law equivalent of child, parent or sibling; or a relative primarily residing in the employee's household. Proof of death must be provided as a condition of receiving bereavement leave pay. Bereavement leave of up to five (5) days off without pay will be available for employees who are not eligible for bereavement leave pay.
- 10.7 Union Leave: Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted in the discretion of the Employer to employees, regardless of their length of service. Employees returning from such leave shall retain their seniority and shall return to their former position.

## ARTICLE 11 – MANAGEMENT RIGHTS

- 11.1 Management Rights: The Union recognizes the rights of the Employer to operate and manage the Co-op consistent with business needs and the Cooperative identity of the

organization, including its values and principles. These management rights include, but are not limited to, the rights to establish and require performance expectations; to maintain order and efficiency; to assign and direct employees; to determine work assignments and work schedules; to determine staffing levels and requirements; to select and hire employees; to require overtime; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement.

- 11.2 Central Co-op Policies: It is understood that the Co-op has established certain Co-op Policies that are in effect and apply to all employees, including members of this bargaining unit. It is understood that any provisions of this Agreement between the parties shall take precedence in the event of a conflict with the provisions of these Policies. Management retains the exclusive right to make revisions to these policies and to manage the Co-op in all aspects except as limited by the terms of this Agreement.

#### **ARTICLE 12 – NO STRIKES OR LOCKOUTS**

- 12.1 During the life of this Agreement the Union agrees not to engage in any picketing, strike or stoppage of work and the Co-op agrees not to engage in any lockout. The Union agrees to take all reasonable steps to cause its members to adhere to the obligation not to picket, strike, or engage in a work stoppage in violation of this Agreement. Any employee violating the terms of this Article shall be subject to discipline, including termination; provided, it shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to cross or refuse to cross a primary labor union picket line at the Co-op's premise that has been established to support a legal strike, provided the picket line is approved by the Union and the Co-op has been provided at least twenty-four (24) hours advance notice of the sanctioning of a picket line. For purposes of this Article, picketing is defined as that term is construed under the National Labor Relations Act, as amended, and specifically excludes hand-billing as that term is construed under the National Labor Relations Act, as amended.

#### **ARTICLE 13 – GENERAL PROVISIONS**

- 13.1 Store Closure: In the event of a store closure, the Employer shall give Co-op employees and the Union not less than sixty (60) days' written notice prior to the closure, in accordance with and subject to the provisions of the WARN Act, 29 USC § 2100 et seq., and regardless of the number of employees employed at the store. In the event that a full 60 days' notice is not provided, employees shall, in accordance with the Act, receive back pay for scheduled workdays the notice falls short of the full 60 days.
- 13.2 Complete Agreement: This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the parties.
- 13.3 Separability: If any section or paragraph of this Agreement is rendered invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this

Agreement shall continue in full force and effect. The section or paragraph rendered invalid shall, upon sixty (60) days' written notice by either party, be renegotiated for the purpose of an adequate replacement.

- 13.4 Sale of Store: In the event that the Employer sells, leases or transfers the store, the Employer will be obligated to advise the purchaser, lessee or transferee of the existence of this Agreement. The Employer will further advocate for adoption of the terms of this Agreement by the successor, lessee or transferee. The Employer shall not, however, be held responsible or liable for refusal by the purchaser, lessee or transferee to adopt these terms.

#### ARTICLE 14 – DURATION OF AGREEMENT

- 14.1 This Agreement shall be in full force and effect commencing the first full payroll period following ratification of this Agreement and continuing through December 31, 2021, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice, provided, however, that either party may open this Agreement for the purpose of terminating or discussing a revision to the Agreement within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

DATED this 15<sup>th</sup> day of January 2020.

CENTRAL CO-OP

By:   
Catherine Willis Cleveland, CEO

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 367

By:   
Kate Meckler  
UFCW 367 Trustee

By:   
Michael Hines, Chief Negotiator

**LETTER OF UNDERSTANDING #1**  
***Labor-Management Council***

Central Co-op (“Employer”) and UFCW 367 (“Union”) hereby agree as follows:

Based on their mutual desire to increase collaborative engagement, Central Co-op and the Union agree to establish a Labor-Management Council (“LMC”). There shall be one combined LMC to address issues arising in either the grocery bargaining unit or the meat bargaining unit. The LMC shall meet at least twice annually for the purpose of resolving matters in the workplace that may not be covered by the terms of the parties’ collective bargaining agreements. The LMC shall consist of up to three (3) bargaining unit representatives, including two (2) employees designated by the Union and one (1) Union representative (or designee), and up to three (3) management representatives designated by the Employer. One employee and one management representative shall be co-chairs. Other persons may be allowed to attend an LMC meeting if mutually agreed to by the co-chairs.

DATED this 13<sup>th</sup> day of January 2020.

CENTRAL CO-OP

UFCW LOCAL 367

By: 

By: 

## LETTER OF UNDERSTANDING #2

### *Flex Employees*

Central Co-op (“Employer”) and UFCW 21 (“Union”) hereby agree as follows:

1. New classification. Effective the first full pay period after sixty (60) days have passed following ratification of this Agreement, there shall be established a new classification of flex employee. Flex employees shall be covered by the terms of this Agreement except as provided in Paragraphs 4 and 5 below. Concurrent with establishment of the flex employee classification, the Employer shall discontinue the use of substitutes.
2. Transition from substitute classification. All substitutes employed by the Employer as of the date of ratification of this Agreement shall be offered a position as flex employee. These employees will not be required to undergo a separate trial service period under Section 3.2 of the parties’ Agreement. Their bargaining unit seniority shall begin on their date of commencement in the new flex employee position.
3. Flex employee positions. All flex employee positions following completion of the transition shall be posted. The Employer’s right to hire and assign employees shall fully apply to flex employees, provided that flex employees shall not be hired to displace regular employees.
4. Non-applicable contract provisions. The following contract provisions shall not apply to flex employees:
  - 4.5 Opportunities for Internal Candidates
  - 5.2 Work Schedules
  - 10.4 Parental Leave
5. Trial period. The trial period for a flex employee under Section 3.2 shall be 90 calendar days rather than 60 calendar days.
6. Review of flex employees’ hours. To assure alignment with the provisions of Section 1.5.3 of the parties’ Agreement and Paragraph 4 of this letter of understanding, a review of flex employees’ hours worked shall, unless agreed otherwise, be a standing agenda item at Labor-Management Council meetings. Management representatives at each meeting will provide data reflecting recent utilization of flex employees. Following such review, the parties may at any time agree to alter certain terms of this letter of understanding.

DATED this 24<sup>th</sup> day of January 2020.

CENTRAL CO-OP

By: 

UFCW LOCAL 367

By: 

**LETTER OF UNDERSTANDING #3**

***PTO Compensation***

Central Co-op (“Employer”) and UFCW 21 (“Union”) hereby agree as follows:

1. Employees who are periodically scheduled to work exclusively as a lead or Store Support Coordinator, but not exclusively in either capacity, shall be paid the differential for such work while on PTO if, during the previous calendar quarter, they have worked a majority of their hours as lead or Store Support Coordinator.

2. In recognition of the manual pay adjustment that will be required of the Employer each time such payment occurs, employees must, as a condition of being paid the additional differential while on PTO, submit the necessary paperwork for such pay by the applicable payroll deadline.

3. In the event that either party, at least six (6) months following the effective date of this Agreement, finds that the provisions of this new letter of understanding are unworkable or unduly burdensome, it may notify the other party of its desire to amend the provisions. The other party shall, after receiving such notice, be obligated to meet and bargain in good faith regarding the proposed amendment of these provisions.

DATED this 13<sup>th</sup> day of January 2020.

CENTRAL CO-OP

UFCW LOCAL 367

By: 

By: 

**LETTER OF UNDERSTANDING #4**

***New Employee Orientation***

Central Co-op (“Employer”) and UFCW 367 (“Union”) hereby agree as follows:

Central Co-op and the Union agree that when the Co-op provides orientation for new employees, it will notify the Union sufficiently in advance to allow a Union representative to meet with new members of the bargaining unit at the conclusion of the orientation. A representative of the Co-op shall be allowed to attend the meeting.

DATED this 13<sup>th</sup> day of January 2020.

CENTRAL CO-OP

UFCW LOCAL 367

By: 

By: 

**LETTER OF UNDERSTANDING #5**

***Wage Reopener***

Upon written request of the Union, the parties will commence bargaining over across-the-board wage increases and other compensation for all classifications covered by this Agreement. The Union may request such bargaining on **July 1, 2020**. Wage increases and other compensation negotiated pursuant to this Letter of Understanding shall be implemented retroactively to the date the Union requests bargaining. The no-strike, no-lockout clause of the Agreement shall also be opened and have no application to the parties during this bargaining process. In the event of an impasse, the parties may mutually agree to engage a mediator to resolve any dispute over their respective proposals. In that event, the mediator will have authority to select either parties' last proposal or fashion another proposal which shall neither exceed the Union's final proposal nor be inferior to the Employer's final proposal. The Co-op agrees to limit the hiring of employees or recall of laid off employees during the above specified time frame.

DATED this 13<sup>th</sup> day of, 2020.

CENTRAL CO-OP

UFCW LOCAL 367

By: 

By: 

**APPENDIX A**  
**Rates of Pay**

Minimum hourly rates of pay for bargaining unit staff members shall be as follows:

<u>Step</u>	<u>Completed Years</u>	<u>Hours in Grade</u>	<u>Wage Rate Effective First Full Pay Period Following:</u>		
			<u>Current</u>	<u>11/1/20</u>	<u>7/1/21</u>
1.a	0 during trial period	0 to completion of trial period	13.50	13.77	13.91
1.b	0 after trial period	Completion of trial period to 2,079	13.78	14.06	14.20
2	1	2,080 to 4,159	14.18	14.46	14.60
3	2	4,160 to 6,239	14.78	15.08	15.23
4	3	6,240 to 8,319	15.58	15.89	16.05
5	4	8,320 to 10,399	16.58	16.91	17.08
Journey	5	10,400 to 20,799	17.38	17.73	17.91
Senior Journey	10	20,800 +	N/A	18.23	18.51
Assistant Manager	N/A	N/A	20.40	20.81	

A completed year consists of 2,080 compensated hours.

All current employees with less than 2,080 life hours will be placed on the step that reflects their current wage rate.

All current employees with at least 2,080 life hours will be placed one step higher than the step that reflects their current wage rate.

Employees will advance to the next step after having been compensated for 2,080 hours following such placement (with the exception of Steps 1.a & 1.b), and to each step thereafter after having been compensated for an additional 2,080 hours, until the Journey pay grade is reached.

Newly hired employees will be placed at the appropriate step in accordance with Section 6.2.

Above scale wage rates: Employees receiving a wage rate higher than scale based on the assignment of additional job responsibilities will continue to receive the differential in such wage rate unless there is a change in the assignment of responsibilities.

Wages shall be minimums and shall not preclude the Employer from paying discretionary additional amounts above the minimum requirements of this Agreement.