

## **PREAMBLE AND AGREEMENT**

### **Preamble**

The Employer and the Union agree to work together in a cooperative and respectful manner. We will respect the integrity of the democratic processes that each organization holds to its core. We will work together to address workers concerns and strengthen the Co-op.

### **Agreement**

This Agreement is entered into effective \_\_\_\_\_ by and between Willy Street Grocery Cooperative (hereinafter called "WSGC"), a cooperative chartered under the state of Wisconsin and the United Electrical, Radio and Machine Workers of America and its affiliate, Local 1186 (hereinafter called "the Union.") It is the intent and purpose of the parties that this Agreement shall promote and improve the industrial and economic relationship between WSGC and the Union and its members as set forth herein, and to set forth rates of pay, hours of work, and other conditions of employment to be observed between the parties.

## **RECOGNITION**

UE Local 1186 is recognized as the sole and exclusive bargaining agent for all full-time and part-time hourly employees employed by the WSGC, excluding managers, supervisors, confidential employees, and security guards as defined by the National Labor Relations Act, with respect to rates of pay, hours and all other terms and conditions of employment for employees at WSGC, or who work in any other store or facility acquired, opened or operated by the WSGC, or any of the WSGC's divisions, subsidiaries or affiliates. If the WSGC merges with an organization outside of the Local Union's jurisdiction the WSGC agrees to meet and confer with the Local Union to discuss the effects of such merger.

### **Accretion**

The WSGC agrees that if it, or any of its divisions, subsidiaries or affiliates, hereafter acquires, opens or operates stores or facilities within the local Union's jurisdiction this Agreement shall apply to such additional stores or facilities and the bargaining unit shall include all employees (as defined in Article II, Section 1) working in such stores or facilities.

If the WSGC merges with another cooperative, the WSGC agrees to meet with the union and confer on the merger and discuss the impact to the labor agreement.

## **MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the WSGC to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers or authority which the WSGC has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the WSGC. These rights include but are not limited to:

- A. To determine the mission of the Co-op, the products to be sold or services to be rendered and the methods and means necessary to efficiently fulfill the mission including: the transfer alteration, curtailment, or discontinuance of any goods or services and the establishment of acceptable standards of Job Performance.
- B. To implement technology, process methods, procedures, and means to operate, WSGC in the most appropriate and efficient manner possible.
- C. To manage and direct the employees of WSGC
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause
- E. To hire, schedule, train, promote, assign or retrain employees in positions within WSGC.
- F. To lay off employees.
- G. To determine the hours of operations.

The parties acknowledge that there is an Employee Handbook in existence that applies to bargaining unit members. The union reserves the right to challenge the reasonableness and application of any provision in the Employee Handbook through the grievance procedure. No provision of the employee handbook that conflicts with any provision of the collective bargaining agreement shall be applicable to bargaining unit members.

Any grievance with respect to work rules and Management rights shall be subject to arbitration as to the reasonableness and application of the rule or exercise of management's residual rights.

Before revising, adding to or discontinuing any personnel policy and/or provision of the Employee Handbook, WSGC will give the Union sixty (60) days advance notice of the change and an opportunity to bargain over the impact of the change.

## **EMPLOYEE DEFINITIONS**

Full-time Employee: Any employee scheduled to work more than 30 or more hours per week.

Part-time Employee: Employees regularly scheduled to work less than 30 hours per week.

## **DISCIPLINE AND DISCHARGE**

Section 1: No employee shall be disciplined without just cause.

Section 2: All disciplinary action will be documented. An employee has the right to receive and grieve any information which is placed in their personnel file or any information that may be used in future disciplinary proceedings.

Section 3: WSGC shall notify the Chief Steward immediately of any discharges or suspensions of bargaining unit employees regardless of whether or not the discharged or suspended employee requested Union representation.

Section 4: Discipline will not be considered after one year has passed since the date of the last incident giving rise to the notice, provided no further disciplinary action has been taken during that time. Notwithstanding the above, discipline due to terminable, willful, deliberate and gross misconduct, may be considered beyond one year, unless otherwise agreed to by the parties.

## **NO DISCRIMINATION**

### **Section 1: No Discrimination**

WSGC and the Union agree that there shall be no discrimination because of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, gender identity or expression, veteran status, disability, pregnancy, physical or mental health condition, age, union activity or union membership, political beliefs, criminal record or any status protected by state or federal law.

### **Section 2: Hiring and Retention**

The Union and WSGC share the mutual goal of developing and retaining a diverse workforce. Within 180 days of the execution of this agreement the WSGC and Union will meet to discuss ways the parties can work together toward promoting equity and a diverse workforce.

## **PERSONNEL FILES**

Employees may have access to their files for review upon request to Human Resources and may request and shall be given copies of items in their file within a reasonable time, not to exceed five (5) business days.

## **HEALTH AND SAFETY**

### **Section 1: Healthy and Safe Conditions**

WSGC shall provide each employee with safe and healthful conditions of work.

### **Section 2: Safety Committee**

The Union and WSGC agree to cooperate, assist in the prevention of, correct and eliminate unhealthful and unsafe working conditions and practices. To that end, a safety committee will be established. This committee is comprised of and operates in the following manner:

Each site will establish a committee made up of 3 Union selected members and one manager (who is designated by the site director). The team will meet monthly to conduct a joint walkthrough of the facility in order to gain insight and share feedback and concerns. The team would then work together to address those concerns with the Site Leadership and Facilities.

Once per quarter, the management representative and one bargaining unit representative from each site will meet with the Director of HR, the Director of Facilities, and the Union President designated member. This meeting will address identified safety trends, identified and corrected hazards and any uncorrected hazards.

### **Section 3: Clothing and Safety Equipment**

WSGC shall provide all required equipment and clothing necessary to protect worker safety, health and sanitation.

### **Section 4: Damaged Equipment**

When employees report equipment problems to WSGC management, WSGC management will promptly investigate such reports and repair or replace any malfunctioning or damaged equipment.

## **INTRODUCTORY PERIOD**

New employees will have an introductory period. The introductory period for all employees is ninety (90) days. Notwithstanding any other provision of this Agreement, the WSGC may at any time during the introductory period discipline or discharge employees at its sole discretion and such action shall not be subject to the grievance and arbitration procedures of this Agreement.

## GRIEVANCE PROCEDURE

The grievance procedure is designed, and it is the intention of the parties hereto, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest level possible. A grievance is any dispute an employee may have with WSGC relating to the terms and conditions of this agreement.

Nothing in this Article shall preclude any efforts by an employee and his/her/their department manager to resolve any grievance directly and informally so long as a copy or summary of any settlement reached in writing is given to the Union's chief steward and so long as any settlement reached is not in conflict with any provision of this Agreement.

Grievances shall be taken up as follows:

Step 1 When an employee or the Union has a grievance, except in the case of an unpaid suspension or discharge, the employee or the steward shall give the department manager a step one form , which states the title and date of the grievance within 15 business days after the event(s) is known or should have been known to the employee or the Union. The department manager, employee and/or steward shall arrange for a discussion to be held within five (5) business days from the receipt of the step one form. The manager shall respond to the grievance no later than five (5) business days following the discussion. The manager may respond either verbally or in writing at the discretion of the manager.

Grievances affecting employees in more than one department, or grievances in departments where there is no manager shall commence at Step 2 and shall be submitted to the Site Director. Grievances involving a discharge or suspension with or without pay shall commence with Step 3 and be submitted to the Human Resources Director. In both these situations the grievance is submitted using a step one form, which states the title and date of the grievance within 15 business days after the event(s) is known or should have been known to the employee or the Union. Grievances involving a discharge or suspension with or without pay shall commence with Step 3 above.

Step 2 If the grievance is not satisfactorily settled in Step 1, it shall be presented in writing to the Site Director within five (5) business days of the Union's receipt of a Step 1 decision above. The Site Director shall meet to discuss the matter with a designated Union representative(s), within five (5) business days after the Site Director receives notice of the Union's intention to advance the grievance. The Site Director shall submit a written reply to the Union within five (5) business days following the Step 2 meeting.

Step 3 If the grievance is not satisfactorily settled in Step 2, the Union shall notify the Director of Human Resources within five (5) business days of the Union's receipt of a Step 2 decision above.

The Director of Human Resources shall meet to discuss the matter with the designated Union representative(s), which may include the Union's National Representative, within five (5) business days after the Director of Human Resources receives notice of the Union's intent to advance the grievance. The Director of Human Resources shall submit a written reply to the Union within five (5) business days following the Step 3 meeting.

**Mediation** - Any discharge or dispute which cannot be resolved under the provisions of this procedure may be referred by mutual agreement to the Federal Mediation and Conciliation Service in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge must do so in writing within fifteen (15) business days following the exhaustion of remedies at Step 3 of this procedure.

**Arbitration** - If the grievance is not satisfactorily settled in Step 4, the Union shall within thirty (30) business days following the decision in Step 3, or within thirty (30) business days of the conclusion of the mediation process if applicable, notify the Director of Human Resources in writing of its intent to invoke arbitration. Such notification shall state the issues remaining in dispute, provisions of the Agreement or the past practice allegedly violated, and the remedy sought.

At the same time, the Union shall request that the Federal Mediation and Conciliation Service submit a panel of nine (9) arbitrators for selection pursuant to the rules of the Service. The parties will alternatively strike arbitrators from the panel until an arbitrator is selected. The Union will strike the first name. Each party may request that FMCS provide one new panel. The arbitrator shall not have the power to add to, to subtract from, or otherwise change or modify any provision of this Agreement. The award of an arbitrator on any grievance shall be final and binding on all parties to the Agreement. Each party will be responsible for its own attorney fees, witness and transcript expenses. The arbitrator's fee shall be shared equally by both parties.

It is the intent of the parties that the grievance/arbitration procedure contained herein shall be available for all disputes otherwise arbitrable arising out of the specific application of any clause in this contract that occurs prior to the expiration date of the contract or any written extension agreed to by the parties. Grievances may not be consolidated for arbitration without the Parties' written agreement.

The time limits in this Agreement shall not be deemed waived except by the mutual written agreement of the WSGC and the Union.

## **LEAVES OF ABSENCE**

### **Section 1: Voting and Election Leave:**

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the work day to vote. The time of release during the shift for voting leave will be determined by the manager. Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in that capacity, however, they must notify WSGC five (5) days in advance before the schedule is posted. It is incumbent on employees who are chosen to act as election officials to notify their manager in order to accommodate the necessary rescheduling of work periods.

### **Section 2: Personal Leave:**

Personal leaves may be requested for any length of time, up to a maximum of 90 days. Employees are eligible for one personal leave every two years.

Employees with a minimum of one (1) year service must request personal leave 60 days in advance. Requests for personal leave will not be unreasonably denied. Employees must use all vacation and discretionary time prior to taking an unpaid leave. Benefits do not accrue during a leave taken pursuant to this section.

Upon returning from leave, WSGC shall make every reasonable effort to reinstate employees taking leave to a like or similar position with comparable duties and pay rate.

If an employee fails to return to work after expiration of the leave of absence, or refuses a position with comparable duties and pay level to the job they left, this action will be considered a voluntary resignation.

### **Section 3: Military Leave**

All WSGC employees serving as members of the National Guard or Reserve Forces of the United States Armed Services are entitled to protected leave in pursuit of that service as directed in the Uniformed Services Employment and Reemployment Rights Act (USERRA). These protections apply to both voluntary and involuntary service of any directed duration, up to 5 cumulative years.

WSGC also extends protected leave to members of the National Guard mobilized under State Active Duty status equal to the protections provided for Federal mobilizations under USERRA.

Employee Reserve Component service members must provide reasonable pre-notification and documentation to WSGC of any expected or planned military duty. In the event prior notification is not possible, employees must provide certification of duty performed before returning to work. WSGC reserves the right to verify scheduled service periods with the employee's military chain of command or unit.

Employees on Military Leave may choose to use PTO during their leave or take the leave time as unpaid. No automatic application of PTO during these periods is allowed or made by WSGC.

WSGC will pay the difference between an employee's expected income and their received military pay including all entitlements for any scheduled hours missed due to Military Leave, when the military income is less than the expected regular income provided by WGSC. Employees must submit their military pay statement to Finance after the duty is performed.

WSGC will continue their medical benefits coverage for employees mobilized less than 30 days. This includes delayed collection of the employee contribution as necessary. For mobilizations of 30 days or more, in State or Federal status employees may continue coverage under COBRA if desired.

## **Section 4: Family and Medical Leave**

Upon hire, WSGC provides all new employees with notices required by the U.S. Department of Labor (DOL) with respect to eligibility and use of any entitlements under the Family and Medical Leave Act

### General Provisions

Pursuant to this statute, WSGC will grant up to 12 weeks (or up to 26 weeks of military caregiver leave) during a 12-month period to eligible employees. The FMLA leave is unpaid, though accrued PTO may be applied to time missed by the employee at their discretion. Employees may decide what, if any amount of PTO is used to provide pay during FMLA absences. If PTO is used, both PTO and FMLA timelines run concurrently. Upon notification of an FMLA qualifying condition FMLA begins, and is not delayed or replaced by any use of PTO. FMLA may be applied retroactively to the beginning of the qualifying event or condition as appropriate.

### Circumstances that Qualify for FMLA Leave: (From the US DOL FMLA Website)

Eligible employees may take up to 12 work weeks of FMLA leave in a 12-month period for the following qualifying reasons:

- A serious health condition that makes the employee unable to perform the functions of his or her job for a continuous period of time greater than three (3) days (72 hours), including incapacity due to pregnancy and/or for prenatal medical care;
- The birth of a child and to bond with the newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement;
- To care for the employee's spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;

- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee is one who:

1. Works for a covered employer
2. Has worked for the employer for at least 12 months as of the date the FMLA leave is to start
3. Has at least 1,250 hours of service (hours worked) for the employer during the 12-month period immediately before the date the FMLA leave is to start
4. Works at a location where the employer employs at least 50 employees within 75 miles of that worksite as of the date when the employee gives notice of the need for leave.
5. Completes necessary notification and documentation for the FMLA to be granted

FMLA leave may be taken in continuous or intermittent fashion but must comply with the written certification from the medical provider. Where leave expires, use of certified leave needs extension, or use of leave varies from the expected pattern or amount provided for in the medical certification, WSGC will require the employee to recertify the need for leave or appropriateness and necessity of deviations. WSGC may at its discretion and based on the above, also require a second opinion on any provided certification.

FMLA entitlements only provide for protected leave and absence from work. Duty modifications, light duty requests, workplace accommodations or any other non-leave recommendations submitted by medical providers during the certification process will not be implemented or considered.

The State of Wisconsin also provides employees who meet the same qualifying conditions and eligibility thresholds up to two weeks of State Family Medical Leave. State of Wisconsin leave entitlements and any Federal entitlements are applied and run concurrently, not consecutively.

Tentative Agreement:

## **HOURS OF WORK AND WORK SCHEDULES**

### **Section 1- Posting of Schedules**

WSGC shall post weekly work schedules for all employees covered by this Agreement for the schedule that starts two weeks from that day. The work week shall be considered to be Monday through Sunday. Employees must adhere to the specific beginning and ending times unless released by a Manager. Employees can request to be released early. Employees leaving early or starting late with management approval shall not be disciplined.

### **Section 2- Modification of Schedules**

WSGC may change or modify the posted schedule of employees due to business needs or absences of other employees with mutual agreement between the affected employee and Management.

- A. Temporary changes to department assignments or duties performed within a scheduled shift, due to operational changes on a daily basis, will be made at the discretion of WSGC and do not require advance notice to the employee.
- B. If WSGC needs to change the scheduled hours, employees working the shift requiring change will be asked to volunteer to alter their hours, starting with the most senior staff person. Once a volunteer agrees to the schedule change, that change is documented.
- C. Should any employee report to work in accordance with the posted work schedule and finds no work available, absent prior notice to the contrary, WSGC will have the right to assign said employee to other duties, and will endeavor to find work for the employee. The WSGC may ask for volunteers to punch out early when there is a lack of work for the employees scheduled. If no work is offered the employee will be paid for their shift or a minimum of 4 hours, whichever is less. This provision shall not apply due to acts of nature or acts beyond the WSGC's control.
- D. Individual employees who wish to switch or cover assigned days of work may do so, if they can secure a co-worker or co-workers fully trained in that position to cover all hours of the scheduled shift. The employee shall obtain Management's approval for the reassignment and such reassignment shall not create or cause an overtime penalty for the WSGC.

### **Section 3 - Employee Availability**

Employees will provide hours of availability prior to hire and the hours scheduled will be based on that availability subject to the operational needs of the business.

Employees may submit forms to change availability or in the case of store clerks, request a change in departments. These selections will be made by every April 15th, August 1st, and December 15th on forms provided by the WSGC. These dates may be subject to change by mutual agreement. The availability preference form will be made available to employees four (4) weeks prior to the selection due date above. Such an availability preference form will be honored in order of seniority. If an employee fails to select under this subsection by the dates listed in this section,

the employee may still submit an availability preference form. In such cases, the WSGC is not obligated to honor this availability preference request, however such request will not be unreasonably denied. In addition, if an employee submits an availability preference request form and subsequently wishes to either rescind or modify the availability preference after the selection date, but prior to the next selection date, the WSGC is not obligated to honor such a request.

#### **Section 4 - Call-in language**

If the WSGC determines that additional shifts or called out shifts need to be filled, employees will be offered such additional hours, with recognition to the operational needs of the WSGC, in the following manner: The WSGC will first offer such additional hours by seniority listed in the seniority provisions of this Agreement. Managers shall offer these additional hours to those employees working at the time that the determination is made, in order of seniority. Such offer shall be made to the extent that it will not cause an overtime penalty to the WSGC.

If the WSGC cannot fill such hours in this manner, the WSGC will then contact, by order of seniority, department employees that are not working at the time of the determination. Such offer shall be given to the first employee to accept the offer.

#### **Section 5 - Minimum Hours Scheduling**

Full-time hourly employees shall be scheduled for at least 30 hours of work per week. Employees other than full time will be scheduled for a minimum of 8 hours per week.

Exceptions to hours required are understood and made for minor workers under 18 or still in secondary school, program workers with limited hours, and those with valid, approved hours based on accommodations under the Americans with Disabilities Act. Assignments of this nature will not be used to displace bargaining unit work or positions.

#### **Section 6 - Adequate Rest**

Employees shall be scheduled to have no less than eleven (11) hours off between shifts, unless by mutual agreement. Employees shall be scheduled for no more than five (5) days in a row, unless by mutual agreement.

## **JOB OPENINGS**

### **Section 1: Job Postings**

Current open bargaining unit positions will be posted on the WSGC electronic communications system, and such posting shall remain accessible to employees for no less than seven (7) calendar days. The posting shall include the position job description and required qualifications.

### **Section 2: Selection of Candidates**

WSGC is committed to fostering the growth and development of employees. WSGC will hire a qualified internal bargaining unit applicant over an external applicant. If there are two qualified internal candidates with relatively equal qualifications, the senior applicant will be awarded the position. Qualifications which shall be considered shall be specific to duties described in the job description and shall be defined as prior relevant work experience, skills and abilities, education and certifications, licenses held, and prior training. Attendance and disciplinary history will also be given consideration.

## **LAYOFF AND RECALL**

1. WSGC will make every reasonable effort to avoid layoffs. In the event layoffs become necessary, WSGC shall notify the Union and any affected employees at least thirty (30) days in advance, and the Union shall have the right to meet and confer with WSGC during the notice period and to propose alternatives to layoffs. Such proposals shall be considered in good faith by WSGC.
2. In the event of a layoff, WSGC shall first ask for volunteers for layoff from the department or site being reduced. In the event there are an insufficient number of employee(s) who accept voluntary layoff, WSGC shall select employees for layoff within the affected department or site on the basis of seniority and the ability to perform the remaining work. Layoffs shall be in reverse order of seniority. Seniority for the purposes of selection shall be defined as the continuous length of time an employee has worked in their current department or site.
3. An employee laid off from their job shall be offered any vacant position in the bargaining unit for which they are qualified. In the event there are no vacant positions available which are acceptable to the employee, the employee may displace a less senior employee provided the more senior employee is qualified to perform the work of the less senior employee. Each affected employee will decide within 72 hours if they intend to displace a less senior employee.
4. Employees will be recalled from a layoff in accordance with bargaining unit seniority in the following manner:
  - a. An employee shall be given notice of such recall by certified mail to their last known address.
  - b. The employee shall notify WSGC of their intent to return to work within seven (7) calendar days of receipt of the recall notice and must report to work seven (7) days thereafter.
  - c. If an employee is temporarily disabled and thus unable to return to work, they shall submit proof of disability to the WSGC and shall not forfeit their recall rights.
  - d. An employee shall lose all seniority if they 1) voluntarily quit or are discharged with just cause or 2) are laid off for a period in excess of twelve (12) months.

## **SENIORITY**

Seniority shall be based upon length of service from last continuous date of hire.

WSGC shall furnish the Union with an up-to-date seniority list upon the effective date of the Agreement and thereafter upon request of the Union, but no more than once per month.

Employees shall accumulate seniority when absent due to approved leaves or leaves taken pursuant to this agreement.

The seniority of the employees with the same starting date shall be established by lottery or by blind random selection.

## **SEVERABILITY**

If any part of this Agreement is held to be in violation of any federal or state law, rule, or regulation, the provision(s) held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event that any provision(s) is held or determined to be invalid, the WSGC and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute provision(s) to replace the provision(s) found to be invalid. It is agreed, however, that both the WSGC and the Union shall have the right to appeal, any decision that a provision(s) of this Agreement violates a federal or state law, rule or regulation.

## UNION ACTIVITY

**Section 1: Stewards** - The Union shall notify the Employer of the names of properly elected stewards and other Union officers who will be responsible for administering this Agreement. Union stewards will be paid at their normal rate for time spent investigating and processing grievances.

**Section 2: Union Visitation** - National Union Representatives shall have reasonable access to the Employer's facilities for the purpose of administering this Agreement provided such visits do not interfere with the duties assigned employees or interfere with the operations of the Employer. The Union will give WSGC 24 hours advance notice before visiting the worksite, however requests given with less than 24 hours' notice will not be unreasonably denied.

**Section 3: Union Bulletin Boards** - The Employer shall provide bulletin boards for the exclusive use of the Union at convenient locations mutually agreed upon by the parties. The Union agrees that it will use this bulletin board exclusively for Union business.

**Section 4: Union Leave** - At the request of the Union, employees shall be granted a leave of absence for UE activities with the following limitations:

- A. One (1) employee per year shall be allowed to take up to one year of Union leave.
- B. For leaves lasting between 24 hours and one week, no more than seven (7) employees (two (2) from each retail site and one (1) from the CO and OSK combined, shall be permitted to take such leave simultaneously unless three or more of the affected employees occupying the following local Union positions are from the same work site: President, Vice President, Secretary Treasurer and Chief Steward. The Union shall give 14 calendar days' advance notice of such leaves. WSGC shall have the right to temporarily transfer to allow for coverage the roles of the union's constitutional officers. Those temporarily transferred will maintain their posted schedule.
- C. No more than four (4) employees may be permitted to take a leave of less than 24 hours' duration. The Union will give WSGC 24 hours' advance notice, however leaves taken with less than 24 hours' notice will not be unreasonably denied.

Employees on Union leave shall accumulate service during the period of their leave of absence. Upon completion of such leaves of absence, such employee shall, upon the basis of their accumulation of service, be returned to their former position (or in the case of employees taking longer than one (1) week of leave their former or similar position) at the going rate at the time of their return, and without loss or prejudice to any of their rights and privileges.

In the event that the WSGC anticipates an unavoidable and significant disruption in operations due to such leave, it will immediately inform the Union. In such cases the Union will make a good faith, reasonable effort to amend its leave request in order to minimize the anticipated disruption in operations.

**Section 5: New Hire Orientation** - During the New Hire Orientation process, one employee designated in advance by the Union as a Union representative will be allowed 15 minutes of time to meet with new employees to discuss the benefits of joining the Union. The Union will be notified

as soon as practicable in advance of the orientation and the Union representative will be paid their normal hourly rate for the meeting if the representative is scheduled to work during the meeting.

## **PROGRESSIVE DISCIPLINE**

The following progressive discipline schedule will be followed for incidents, except in cases of willful, deliberate, terminable gross misconduct for which steps may be skipped:

- Step 1- Performance Discussion
- Step 2- First Written Warning
- Step 3- Final Written Warning
- Step 4- Working Suspension
- Step 5- Unpaid suspension - Three Days
- Step 6- Termination of Employment

It is understood that discipline outlined in this article, and this progressive discipline schedule applies to incidents of misconduct and performance. Attendance incidents follow a separate progressive discipline schedule as noted in the attendance policy.

WSGC reserves the right to implement a Non-Working Suspension pending investigation of incidents of gross misconduct, harassment, or willful negligence. Employees not terminated and returned to work will be made whole for any losses during the investigatory suspension.

All copies of discipline will be forwarded to the Union. The Union is not required to grieve any warning that is forwarded and is not in agreement with. The decision of the Union not to grieve such warning shall not be seen as agreement.

## **STAFFING**

An equal number of union and management members from each site will meet quarterly to discuss issues related to staffing.

### **SCOPE OF THE AGREEMENT**

This agreement shall become effective with the start of the pay period after ratification and shall remain in full force and effect until 11:59:59 pm\_\_\_\_\_ ("Contract termination"), and thereafter for successive one (1) year periods, unless terminated by either party sending to the other party written notice of the proposed termination at least sixty (60) days prior to the expiration of the termination date or unless the agreement is extended by mutual written agreement. Such notice shall be timely if it is post-marked at least sixty (60) days prior to the contract termination. Notice of termination may be submitted by certified mail or email with a read receipt attached.

## **UNION SECURITY AND DUES CHECK OFF**

### **UNION SHOP- If Wisconsin ACT 1 is repealed then the following section be enforceable by the Union**

A. All present employees who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) day following the beginning date of their employment, whichever is later.

B. "Good Standing" is interpreted to mean the payment or tendering of initiation fees, periodic Union dues and uniform assessments to the Union. Whenever the Union requires the WSGC to discharge any employee for failure to join or maintain their membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the WSGC with written request for discharge. The WSGC will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his/her delinquent initiation fee and/or delinquent Union dues and/or uniform assessments to the Union. The WSGC shall inform employees of the foregoing requirement at the time they are employed.

### **DUES CHECK OFF**

A. The WSGC agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the WSGC with a voluntary written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the WSGC from wages of employees on a bi-weekly basis and will be transmitted to the Union within ten (10) days after such deduction. 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 WSGC shall furnish the Union with a list of the employees for whom deductions were made.

B. The WSGC shall adhere to the provisions in dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual window periods, irrespective of the employee's membership in the Union.

C. The WSGC will collect and forward membership application forms for new hires on behalf of the Union.

D. Indemnification and Hold Harmless: The Union shall indemnify and hold the WSGC 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 WSGC in reliance upon signed authorization cards furnished to the WSGC by the Union or for the purpose of complying with any of the provisions of this Article. The Union shall be held harmless by the WSGC for errors committed on Union dues billings once such errors have been brought to the attention of the Union and they are offered an opportunity to cure such errors.

It is understood the WSGC is not liable in any manner if the employee is not on the payroll at the time deductions are being processed. The WSGC will hold the Union harmless from any actions in the processing of the any dues or fee deductions once they have been brought to the attention of the WSGC in a timely fashion.

## **SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon the parties, their successors, and assignees. In the event the Williamson Street Grocery Cooperative is sold, leased, transferred, transfer of interest, receivership or bankruptcy proceedings in whole or part, such operation shall be subject to the terms and conditions of this agreement for the duration of the enforced agreement at that time. WSGC shall give notice existence of this agreement to any buyers, lessee, assignee, etc of this agreement. Such notice shall be in writing with a copy to the Union at less thirty (30) prior to sale, transfer, assignment etc.

## **BARGAINING UNIT WORK**

It is agreed and understood between Union and the WSGC that they have a mutual interest in protecting work opportunities for all members of the bargaining unit. It is agreed to the aggregate amount of work traditionally performed by members of the bargaining unit shall continue to be performed by bargaining unit members. While managers may fill in or assist employees on a temporary basis to meet the needs of the business, job duties performed by bargaining unit members as of certification of the bargaining unit shall not be permanently transferred to management or other non-bargaining unit employees.

The aggregate amount of bargaining unit work traditionally performed by members of management shall not be increased if such action would have the effect of reducing the hours traditionally worked by bargaining unit members.

The WSGC shall be allowed to utilize suppliers, vendors and salespeople to stock and demo products that they represent. Stocking of these products will be held at a level consistent with a good operation, as of the certification of the bargaining unit. Further the WSGC shall be allowed to utilize retail merchandisers for the purpose of doing resets. The above referenced individual shall be utilized in addition to, not as a replacement of, bargaining unit employees. All other products will be stocked by bargaining unit employees.

## **BREAKS**

### **Meal/Rest Breaks**

The scheduling of meal breaks at WSGC is set by the employee's immediate supervisor or manager with the goal of providing the least possible disruption to co-op operations.

#### **Meal Breaks**

Employees who work at least 4-6 consecutive hours will be provided a meal break not to exceed 15 minutes. Employees who work at least 6 consecutive hours will be provided a meal break not to exceed 30 minutes. The meal break will not be included in the total hours of work per day but it is paid time. Employees are to be completely relieved of all job duties while on meal breaks and must clock out and must have supervisor approval prior to taking meal breaks.

#### **Rest Breaks**

Non-exempt employees are required to check in with supervisors prior to taking rest breaks. All employees are permitted one 10-minute rest break for each four hours of work. Employees on rest breaks are not required to clock in and clock out.

#### **Lactation Breaks**

Any employee who is breastfeeding their child may use their paid breaks to express breast milk for their baby. In addition, employees may combine their 10-minute break with their daily allotted time to read the co-op intranet and use the micro-learning platform (currently Axonify) to create a 25-minute paid period during which they may express breast milk for their baby. If breaks of greater length or frequency are required for breastfeeding or expressing breast milk they will be granted but will be unpaid.

## **401(K)**

Employees will be eligible to participate in the plan when they have completed 12 months of service and have attained age 21. Actual entry into the plan will be the first entry date after completing 12 months of service. Entry dates are January 1st and July 1st. Employees will be auto-enrolled in the 401k plan at 3% unless they opt out of participation. Employees may set their deferral rates at any time throughout the plan year. Such changes will be enacted within the allowable period provided for by the 401k plan recordkeeper, but not later than 30 days after the request. WSGC will match 100% of employee contributions up to 3% of employee wages.

## **BEREAVEMENT LEAVE**

Bereavement leave is granted according to the following schedule:

- A. Employees may take five days of paid leave in the event of the death of the employee's spouse, partner, or child.
- B. Employees may take three days of paid leave in the event of the death of the employee's parent, or loco parentis, parent-in-law, legal guardian, grandparent, sibling, sibling-in-law, stepparent, stepsibling, stepchild.
- C. Employees request one day of unpaid bereavement leave to attend the funeral of a current employee of the company. Such requests shall not be unreasonably be denied.
- D. Employees may request one unpaid day of bereavement leave to attend the funeral of a loved one not in a category specifically named in this article. Such requests will not be unreasonably be denied.
- E. All requests for leave, paid and unpaid require the submission of appropriate documentation after the leave. Documentation may include funeral cards, obituaries, or other forms. Failure to submit documentation within 5 business days of return will result in the days being assessed against sick benefit time.
- F. Employees may request additional unpaid time to travel significant distances to attend the funeral of a person named above. Such requests shall not be unreasonably be denied.

## **EMPLOYEE ASSISTANCE PROGRAM**

Through the employee assistance program (EAP), WSGC provides confidential access to professional counseling services. The EAP, available to all employees and their immediate family members, offers problem assessment, help-line counseling and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the Co-op only if requested by the employee in writing. There is no cost for an employee to call the EAP helpline.

If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

## **EMPLOYEE DISCOUNT**

All employees regularly scheduled a minimum of 8 hours/week shall receive a 20% discount.

## **HOLIDAYS**

WSGC recognizes 6 holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

WSGC shall be closed on New Year's Day and Christmas Day.

Unpaid time off may be requested by employees who desire to observe a religious holiday that is not recognized by the co-op, such requests will not be unreasonably denied.

All remaining holidays in the recognized list above are not considered normally scheduled days and shall be staffed according to the process below.

WSGC will solicit volunteers to work on recognized holidays. Employees on the volunteer list when it is removed are considered scheduled. Staffing needs for the day will be filled from volunteers in seniority order.

In the event an insufficient number of employees volunteer, WSGC will require employees to work the holiday by reverse seniority with thirty (30) days' advance notice to meet necessary staffing needs.

Employees shall receive 1.5 their regular hourly rate of pay for all hours worked on a holiday as defined in this article.

## **JURY DUTY**

Upon receipt of notification from a court of an obligation to sit on a jury, employees must notify their manager and provide them with a copy of the jury summons. The WSGC will pay regular employees for missed scheduled time off for jury duty up to one week of pay.

Employees must submit appropriate documentation of the requirement to serve, and of the actual performance of service.

#### **LIFE INSURANCE**

WSGC shall provide full-time employees a term life insurance benefit of \$10,000. Life insurance premiums shall be 100% paid for by WSGC.

## **PROFIT SHARING**

For the first three quarters of the fiscal year, profit share recommendations will be made when net income is at least 1% of sales in the quarter. For the fourth quarter of the year, profit share will be recommended when year to date net income is at least 1% of sales for the year. The calculation of net income will exclude interest earned, patronage rebates earned, profits or losses on sales of assets and abandoned equity. Profit share calculations do include miscellaneous income and administrative fees. Profit share is reported as part of labor expense.

To be eligible for profit share staff must be employed for the entire period for which the profit share is associated and paid and have completed their introductory period.

The GM and LTE (limited term) employees are excluded from profit share distributions.

An employee's profit share distribution is determined by using a prorated calculation based on total hours worked and paid in the quarter. This includes hours paid with vacation or sick benefit time. Vacation or sick benefit time payouts are not included in the calculation.

## **VOLUNTARY BENEFITS**

The following Voluntary Benefits shall be evaluated each year during 3rd quarter to determine if they should be continued to be offered. No benefit shall be discontinued without 60 days notification to the Union and the opportunity to bargain over of impact of or alternatives to the change.

- Wellness Coupon (No cost to employee)
- Bike-To-Work Program (No cost to employee)
- Flexible Spending Account (No cost to employee)
- Transportation Assistance (No cost to employee)
- Short-Term and Long-Term Disability (Employee Paid)
- Vision Plan (Employee Paid)
- Supplemental life insurance (Employee Paid)
- Accidental death and dismemberment insurance (Employee Paid)

## **MEDICAL AND DENTAL INSURANCE**

All full-time employees shall be eligible for Health and Medical coverage. WSGC shall select and provide a carrier to provide a comprehensive Health Insurance plan at a reasonable cost to both employees and WSGC. WSGC will evaluate available carriers and plans each year with an attempt to maintain consistent coverage and minimize provider disruption. WSGC agrees to notify the Union within 15 days of receiving a renewal proposal from a current or prospective carrier and to provide information regarding such proposals at that time. The Union and WSGC will meet within 15 days of the Union's receipt of such information to discuss it.

While WSGC will make a reasonable effort to maintain the current health insurance carrier and benefit levels, WSGC agrees to meet with the Union and discuss any proposed changes to carrier(s) or benefit levels at least 60 days in advance of the change.

Cost share for Health Insurance Premiums is based on a percentage share, not a fixed cost. If changes in Health Premiums occur during the term of the contract this percentage shall be applied to the total costs and the resulting shares will increase or decrease appropriately. In the event that a cost increase of more than 10% is projected the parties will meet to negotiate over the impact of the increase. For the term of the agreement, premium cost sharing will be:

**GHC Health Plan:                      Employee share                      WSGC share**

Employee Only	20%	80%
Employee and Partner	40%	60%
Employee and Child	40%	60%
Family	40%	60%

**Principal Dental Plan:**

Employee Only	Employee Portion: 0%	
Employee and Partner	Employee Portion: 0%	Partner Cost: 100%
Employee and Child	Employee Portion: 0%	Child Cost: 100%
Family	Employee Portion: 0%	Family Cost: 100%

## **TRAINING AND PROFESSIONAL DEVELOPMENT**

### **SECTION 1: SKILL DEVELOPMENT**

WSGC is committed to the skill development of its employees and will ensure that any new employees are adequately trained within their position prior to the end of the employee's introductory period.

### **SECTION 2: PROFESSIONAL DEVELOPMENT**

WSGC supports the professional development of all staff in order to enhance their knowledge, skills and abilities. To that end, WSGC will reimburse in full costs associated with professional development approved by management for selected represented staff. Staff members must have at least two years of continuous service to be selected for a professional development opportunity. Any employee who completes a professional development training opportunity who is terminated or who leaves the co-op voluntarily prior to completing two years of service after the training shall have the cost of the training recouped from their final pay, up to the remaining owed balance for all pay and payable benefits.

### **SECTION 3: TRAINING COMMITTEE**

An equal number of union and management members, not to exceed four (4) members per side, will meet on a semi annual basis to discuss development, management and implementation of future training opportunities.

## **TRAVEL**

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the co-op.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 15 days, the traveler must submit receipts and supporting documentation to obtain reimbursement of expenses. For more details, refer to the co-op intranet for detailed travel policies, procedures and authorization and reimbursement forms.

Employees will be paid for travel time in accordance with federal and state wage payment laws.

### **NO STRIKES – NO LOCKOUTS**

During the term of this agreement, the Union agrees not to engage in any strike and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

The Union will, immediately upon being notified by the Employer of such action as defined in this Section, advise the Employer in writing that such action is neither sanctioned by nor has the support of the local Union.

## VACATIONS

### **Section 1: Eligibility**

All full-time employees scheduled 30 hours or more who have passed their introductory period are eligible for vacation leave benefits. Vacation accrual begins on the first day of employment and is available to use after 90 days of employment. Vacation can be used only after it is earned. Vacation time will not be earned during an unpaid leave of absence.

### **Section 2: Rate of Accrual**

Non-probationary employees may use vacation after the pay period during which it is accrued, however probationary employees may not use vacation until the end of their probationary period. Vacation will be accrued at the following rates:

Years	Accrual Rate	Max. Accrual	Cap	Available
0-1	0.019231	40 hours/year	none	After 90 days, then after each pay period
1-3	0.038462	80 hours/year	120	After each pay period
3-8	0.057692	120 hours/year	160	After each pay period
8+	0.076923	160 hours/year	200	After each pay period

### **Section 3: Payment of Unused Vacation Upon Separation**

Employees with at least 2 years of continuous service who provide at least 2 weeks of notice and are not terminated for just cause will be paid for all accrued and earned and earned vacation upon separation from WSGC.

### **Section 4: Requests for Time Off**

Managers determine the maximum number of time off requests their departments/sites can approve by day and/or shift. When considering the time off requests, managers will approve requests until the number of requests reach the maximum determined. Any requests made after that threshold will be considered.

- A. Vacation Bid Process – From January 2<sup>nd</sup> until February 15<sup>th</sup> of each year thereafter staff will have the opportunity to submit one vacation request for 7 calendar days or longer, for the period starting March 15<sup>th</sup> of that same year to March 1<sup>st</sup> of the following year. These requests will be considered and approved in order of seniority. Only one vacation bid will be granted per staff member per year. Managers will review all requests and approve or deny them by March 15<sup>th</sup>. This process will go into effect January 1 od 2021.
  - a. WSGC Recognized Holidays – requests for vacation on holidays may be submitted during the bid process. Once the bid process is closed, all WSGC recognized holidays are blacked out for further vacation requests.

B. Ongoing Time Off Requests - Upon completion of the vacation bid process, employees may submit a request for days off through the payroll system at least two (2) weeks prior to the posting of the work schedules. Schedules shall be made out in conjunction with the requests and staffing requirements based on operational needs. Requests will be granted on a first come, first served basis. Requests will be approved or denied through the payroll system within five (5) business days. If a request is denied, employees may resubmit their request for consideration, however such amended requests submitted less than 2 weeks prior to the posting of the schedule will be granted solely at the discretion of WSGC.

## WAGES

### **Section 1: Minimum wage scale**

All employees shall be paid no less than the minimum rates listed below:

Union Wage Proposal		Minimum Rate Position	Minimum Rate Year 1	Minimum Rate Year 2
<b>Band 1</b>	Kitchen Clerk	\$12.80	\$13.80	
	Pantry Cook			
	Store Clerk			
<b>Band 2</b>	Baker	\$15.00	\$15.60	
	Cook			
	Customer Service R			
	Merchandiser Assist			
	Production Cook			
	Receiver			
	Newsletter Writer			
<b>Band 3</b>	Administrative Assistant	\$16.50	\$17.00	
	Butcher			
	Driver			
	Finance Clerk			
	Kitchen Data Specialist			
	Facilities Assistant			
	Supervisor Buyer			
<b>Band 4</b>	Auditor/Receiver	\$17.25	\$17.80	
	Brand Coordinator			

	Coordinator		
	Owner Resources Coordinator		
	Purchasing Assistant		
	Data Analyst		
<b>Band 5</b>	Digital Content Coordinator	\$18.50	\$18.80
	Manager On Duty		
	IT Support		
	Class Instructor		

## **Section 2: Annual wage increase**

All employees shall receive an increase to the rate listed in the table in Section 1, or an increase to their current rate in the amount below, whichever is greater:

Year 1 (at ratification) \$0.45/hour

Year 2                   \$0.45/hour

## **Section 3: Paychecks**

Paychecks will be issued bi-weekly on Wednesdays

## **Section 4: Longevity Pay**

The current policy on longevity pay will continue.

## **Section 5: Work Outside of Regular Job Classification**

Employees required to work in a higher-paying job classification shall be paid the higher rate when performing such work. Employees required to work in a lower-paying job classification shall be paid their regular hourly rate when performing such work

