

Collective Bargaining Agreement

between

United Food and Commercial Workers Union Local 653

and

Linden Hills Co-op

October 1, 2017

through

September 30, 2020

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This Agreement is made and entered into this 1st day of October, 2017, by and between Linden Hills Co-op, hereinafter referred to as the "Employer," and the United Food and Commercial Workers Union Local 653, hereinafter referred to as the "Union," on behalf of the employees of the Employer covered by this Agreement.

PREAMBLE

It is the intent and purpose of the parties that this Agreement shall promote and improve the industrial and economic relationship between the Employer 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.

The terms of this Agreement are intended to cover only minimums of wages and other employee benefits and conditions of employment. The Employer may choose to provide superior wages and other employee benefits and conditions of employment.

The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the bargaining unit. It, therefore, pledges the full cooperation of its membership to promote the economic success of the Employer in order that the maximum opportunity for continuous employment, good wages and good working conditions may continue.

The Union shall use its best effort as a labor organization to enhance the interests of the Employer, as an Employer of Union labor.

ARTICLE 1: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

ARTICLE 2: OTHER AGREEMENTS

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement without the knowledge and consent of the Union.

ARTICLE 3: CONDITIONS OF EMPLOYMENT

SECTION 3.1: RECOGNITION

A. In accordance with a Certification of Representative issued March 2, 2017 by the National Labor Relations Board in Case 18-RC-192737, the Employer recognizes the Union as the exclusive bargaining representative in the following unit of employees:

All full-time and part-time employees employed at the Employer's facility at 3815 Sunnyside Avenue in Minneapolis, Minn.

Excluded: Managers, confidential employees, and guards and supervisors as defined by the Act.

B. The parties have further agreed that the following employees shall be excluded from the bargaining unit: Assistant Store Managers, Department Managers, Assistant Deli Department Manager. The parties have further agreed that Temporary or Substitute employees, as defined in Article 4, Sections 4.3 and 4.4 of this Agreement, shall be included in the bargaining unit.

C. Relocation: In the event that the Employer closes its facility at 3815 Sunnyside Avenue in Minneapolis and acquires, opens, or otherwise continues to operate in another location, the Employer agrees that the recognition clause shall be modified to reflect such changed address.

SECTION 3.2: UNION SHOP

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.

"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 Employer to discharge any employee for failure to join or maintain his/her membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer 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 Employer shall inform employees of the foregoing requirement at the time they are employed.

B. Suppliers, vendors, salesmen, and non-bargaining unit employees shall not be permitted to perform bargaining unit work with the exception of the Store Director, Department Managers, and Operations Manager who may perform bargaining unit work. The Employer shall be allowed to utilize retail merchandisers for the purpose of doing resets.

SECTION 3.3: CHECK OFF:

A. 1) The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer 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 Employer shall furnish the Union with a list of the employees for whom deductions were made.

2a) The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

2b) The Union will indemnify the Employer against claims and legal fees made against the Employer by reason of compliance with this article [Check Off].

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

C. Active Ballot Club Check-off: The Employer agrees to deduct contributions to the UFCW Active Ballot Club Political Action Committee from the paychecks of all workers who sign political checkoff forms. The Employer agrees to deduct contributions from a worker's paychecks beginning the first payroll period after the Union provides the Employer with a checkoff form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their checkoff authorization.

The Employer agrees to transmit all contributions to the Union within 10 (ten) days of the date the Employer deducts the contributions. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the names, addresses, occupations and contribution amounts for each contributing worker.

SECTION 3.4: NEUTRALITY

In exchange for the Union's agreement to refrain from picketing, boycotting and engaging in other economic action directed at any Employer operation at which the Union conducts an organizing campaign, the Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. However, nothing contained in this Section shall prohibit the Employer from communicating with employees at any Employer operation where an organizing campaign is taking place.

SECTION 3.5: EMPLOYEE LIST

The Employer shall supply to the Union on a monthly basis an electronic list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee ID number, and gross income for the

previous bi-weekly period. The Employer will also weekly include an electronic list of new hires and terminations during the previous week. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. However, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list. It is agreed that the Employer will provide electronic schedules for all associates and departments when asked by the Union.

SECTION 3.6: NEW HIRE ORIENTATION

The Employer agrees that it will permit Union representatives and/or stewards to perform orientations to discuss for up to 30 consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with seven (7) days' notice of the dates, times, and locations of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours, and company employee ID number.

ARTICLE 4: CLASSIFICATION OF EMPLOYEES

SECTION 4.1: FULL-TIME:

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

Employees will be allowed to work on a part-time basis only by mutual agreement. A request to work on a part-time basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a part-time basis will be based on business needs.

SECTION 4.2: PART-TIME:

A part-time employee shall be defined as an employee who is regularly scheduled to work less than sixty (60) hours, but guaranteed at least 30 hours, in a two (2) week pay period.

SECTION 4.3: TEMPORARY EMPLOYEE

A temporary employee shall be defined as an employee who is hired to fill a temporary position for a specific limited period of time not to exceed ninety (90) days.

SECTION 4.4: SUBSTITUTE EMPLOYEE

A substitute employee shall be defined as an employee who works a flexible schedule of less than twelve (12) hours per week for an indefinite period of time. To maintain active substitute employee status, a substitute employee must work at least one (1) shift every sixty (60) days. Employees will be allowed to work on a substitute basis only by mutual agreement. A request to work on a substitute basis will not be unreasonably denied, and the decision as to whether or not to allow an employee to work on a substitute basis will be based on business needs. A substitute employee shall not be eligible for any

benefits (e.g., health/dental/vision insurance, short/long term disability insurance, life/accidental death and dismemberment insurance, profit sharing, 401(k), holiday pay, vacation pay, etc.) specified in this Agreement other than rate of pay.

There shall be a maximum of five (5) substitute employees at the Linden Hills location. The Employer will notify the Union on a monthly basis and send a list that shall include the following info for all substitute employees: name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee ID number, and gross income. Substitute employees shall be entitled to all other rights and privileges of the contract not specifically spelled out. Substitute employees shall be considered for regular positions before the Employer hires outside the store.

ARTICLE 5: HOURS OF WORK

SECTION 5.1: PAY PERIOD/PAY DAY:

Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least fifteen (15) days' notice to the employees. Payday shall be Thursday, except if a holiday falls in the week checks are prepared.

An Employer error of three (3) hours or more in an employee's paycheck shall be paid by the next day after payday. Errors of less than three (3) hours, as well as employee errors, such as not punching in or out, shall be included in the employee's next regular paycheck.

SECTION 5.2: BASIC WORKWEEK:

The basic workweek ("workweek") shall be from 12:01 a.m. on Monday through midnight on Sunday.

SECTION 5.3: OVERTIME PAY:

A. All work performed by hourly employees in excess of forty (40) hours in the workweek shall be paid for at one and one-half (1½) times the employee's regular rate of pay, except as otherwise provided in this Agreement.

B. As far as practicable, all scheduled overtime will be voluntary and will be offered by seniority among those employees who are willing and able to perform the work. Provided, however, that if there are not sufficient volunteers to work needed overtime, the Employer may assign overtime in reverse seniority order.

SECTION 5.4: DIRECT DEPOSIT:

The Employer may require employees to be paid by direct deposit, subject to the employee's right to request to receive a paystub or to discontinue direct deposit. The paycheck for any employee who declines direct deposit will be available for pick up by the employee in the store unless the employee requests the check by mail.

ARTICLE 6: SCHEDULES

SECTION 6.1: WORK SCHEDULES

- A. In all departments, the Employer will make every effort to set up employee work schedules that are consistent from week to week. Work schedules will be posted two (2) weeks in advance of the first day of the pay period. Any changes to the posted schedule will be by mutual agreement between management and the affected employee or employees.
- B. Employees will be permitted to notify the Employer of their preferred hours within their stated availability and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling employees.
- C. Employees may not be scheduled for more than five (5) days in any workweek on an involuntary basis.
- D. Employees shall be scheduled to have no less than eleven (11) hours off between shifts, unless otherwise requested by the employee or by mutual agreement. "Closings" should first be filled through volunteers and if there are not sufficient volunteers, the Employer may assign in reverse seniority order. This clause shall sunset at the end of the contract term.
- E. The Employer will make every effort to schedule no less senior full-time or regular part-time employee in a department for more hours than a more senior full-time or regular part-time employee in that same department and job classification unless the employee has restricted the employee's availability and/or submitted a written request to work fewer hours (consistent with minimum hours requirements).

SECTION 6.2: MINIMUM CALL-IN:

An employee who is called in to work outside of their regular schedule shall receive no less than four (4) hours work or pay in lieu thereof, except where the employee requests fewer hours and the Employer agrees.

SECTION 6.3: SPLIT SHIFTS:

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

SECTION 6.4: BREAKS AND MEAL PERIODS:

- A. Breaks: Employees will be given restroom breaks as needed during their shift; such time will be exclusive of meal periods.
- B. Meal Periods: Employees working at least four hours will be provided with paid meal periods during their shift. During this time, employees will be relieved from all work responsibilities. Paid meal periods are determined by the number of hours an employee is punched in working (exclusive of paid meal period).

Employees working at least:

- 4 hours but less than 6 hours will receive a 15 minute paid meal break.
- 6 hours but less than 8 hours will receive a 30 minute paid meal break.
- 8 hours but less than 10 hours will receive a 45 minute paid meal break.

C. Breaks for Nursing Mothers: The Employer will provide a private secure location (not a toilet stall) and reasonable break time as frequently as needed each day to employees who need to nurse or to express milk for their infant child(ren). Break times will generally run concurrently with paid meal periods. Breaks in excess of paid meal periods will be allowed. Employees will not be discriminated against or retaliated against for exercising their rights as nursing mothers.

D. Upon request, the Employer may in its sole discretion allow employees to take up to fifteen (15) minutes of additional unpaid meal time in conjunction with their paid meal period and of allowing paid meal periods to be broken up into multiple breaks (example: 1 – 30 min., 2-15 min, 3 – 10 min.)

SECTION 6.5: UNION VOLUNTEERS:

The Employer shall allow no less than two (2) employees to participate in the Union's Volunteer Organizing Committee (VOC). VOCs will be scheduled two consecutive days off during the week to enable them to participate in Union activities with no loss of hours. The VOCs will be released back to work for the holiday season November 1 to January 1. The two (2) employees will not be from the same department unless mutually agreed to between the Union and Employer.

ARTICLE 7: WAGE RATES

SECTION 7.1: WAGE RATES:

The hourly rates of pay and salaries for the classifications covered by this Agreement are set forth in APPENDIX A-3 and made a part of this Agreement.

SECTION 7.2: PAST EXPERIENCE:

An employee who is transferred from another location owned by the Employer or who is rehired by the Employer shall receive full credit for each full year of past experience with the Employer.

Employees' past experience will be recognized if re-employed by the same Employer or retained by a successor Employer within two (2) years of the employee's last date worked for the Employer.

New employees may receive credit for each full year of past experience only when such experience is relevant and verifiable. Such credit for experience will be "transparent." No new employee will be paid a higher wage than a current employee with equivalent experience.

SECTION 7.3: PAY FOR ADDITIONAL RESPONSIBILITIES:

A. Employees who are assigned and agree to perform duties requiring additional responsibilities will receive additional pay for such work as set forth in APPENDIX A-3; this additional pay will be added to the employee's hourly base wage.

B. New Job Titles: When the Employer determines that a new job title is necessary, the Union and the Employer agree to meet and negotiate regarding the pay grade for the position to be included in APPENDIX A-3 of this Agreement.

SECTION 7.4: WEEKEND DIFFERENTIALS

Hourly employees working at least four hours on both Saturday and Sunday will receive an additional \$.50 premium for all hours worked on Sunday.

ARTICLE 8: OTHER WORKING CONDITIONS

SECTION 8.1: MEETINGS:

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

SECTION 8.2: TOOLS, BOOTS, and UNIFORMS:

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

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

B. Boots: The Employer shall provide all employees who require work boots or non-slip safety shoes to perform their job duties with \$75 for work boots or non-slip safety shoes. Such employees shall be allowed to accrue up to a total of \$225 over a three (3) year period for the purpose of purchasing work boots or non-slip safety shoes. In order to receive these funds, employees must provide the Employer with proof of purchase.

C. Uniforms: If a specific uniform or insignia is required by the Employer, that uniform will be provided. When a uniform is required, the Employer will provide sufficient quantity to each employee to allow for ease of laundering. The Employer will replace worn uniforms at no cost to the employee.

Employees may wear their own hats and street clothes as long as they are clean and in compliance with State of Minnesota or City of Minneapolis health codes.

SECTION 8.3: TRAVEL TIME AND MILEAGE:

No employee will be required to use their own vehicle by the Employer to make a delivery to a store or a customer. When an employee is required to travel to meetings or other assignments, such travel time will be considered as work time and, in addition to wages, the employee shall be paid mileage in accordance with the rate specified by the IRS.

SECTION 8.4: EMPLOYEE EDUCATION:

The Employer will provide all employees with training on the history of co-ops and natural and organic foods. Such training will be conducted on paid work time; the employees attending such training shall be paid mileage in accordance with the rate specified by the IRS if travel to the training site is required. Training will be provided at the store for new employees and current employees who have not previously received the training.

The Employer will provide and/or reimburse employees for classes that the Employer and employees mutually agree pertain to the professional development of employees. The maximum amount that will be reimbursed is \$500 per employee per year, upon receipt of proper documentation.

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

SECTION 8.5: PERSONAL CALLS AND MESSAGES:

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

The policy applies equally to personal cell phones. Unless necessary for work purposes employees should generally not make phone calls, read or send e-mails, text messages, instant messages, or access the internet from their cell phones or other wireless devices during working times. Similarly, for safety and other reasons, employees should generally not be listening to iPods or similar MP3 devices during working times.

SECTION 8.6: NON DISCRIMINATION

The Employer and Union agree that they will not discriminate against or treat any worker differently because of Union membership, support or activity; race; creed; national origin; color; sex; gender, gender identity or expression; sexual orientation; age; religion; disability; pregnancy; physical or mental health condition; status with regard to public assistance; marital status; veteran status; or criminal record.

The Employer agrees to hiring and employment practices that promote diversity and equity. The Union will work cooperatively with the Employer to help recruit and retain a diverse staff.

In this contract, the pronoun "their" is used instead of the singular pronouns (e.g., his, her) and should be understood to refer to an individual employee or group of employees as appropriate in the particular context.

SECTION 8.7: TRANSGENDER WORKERS

If any worker is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy), chooses to disclose, and asks for Employer accommodation:

- A. The Employer and the Union will mutually agree on:
- a way to notify coworkers of the worker's status or transition (the parties' discussions will include the worker);
 - creating safe work areas for the worker;
 - designating at least one restroom as gender neutral; and
 - if either party considers it advisable, developing a training for coworkers and managers, including the schedule for and frequency of the training;
 - notifying all workers that transgender workers may use the restrooms and changing rooms designated for the gender they identify with; and
 - requesting everyone at the workplace or engaged in the Employer's business to speak or refer to transgender workers by the names they choose and the pronouns they identify with.
- B. The Employer will change all legal and financial records so that all records use the names transgender workers choose and the pronouns they identify with when worker provides a government issued ID. The Employer will also update any photographs, including identification badges, unless the worker requests otherwise.

The Employer will also administer a jointly-agreed on training for managers, supervisors and workers.

SECTION 8.8: DOMESTIC PARTNER

Wherever this Agreement refers to a worker's "family," "spouse," "husband," "wife," or "dependent," including all provisions concerning leave or benefits, these words will include domestic partners. The term domestic partner means two (2) adults who:

- Are not related by blood closer than permitted under marriage laws of the state;
- Are not married or related by marriage;
- Are competent to enter into a contract;
- Have no other domestic partner with whom the household is shared, or with whom the adult person has another domestic partner;
- Are jointly responsible to each other for the necessities of life;
- Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.

SECTION 8.9: MUTUAL RESPECT AND DIGNITY IN THE WORKPLACE

A. The Employer recognizes that employees are among its most valuable resources. The Employer therefore agrees that when dealing with employees, its managers and supervisors will use all reasonable efforts to consciously regard and respect workers' feelings and self-esteem. Likewise, the Union and employees agree that when dealing with coworkers, managers and supervisors, and customers, they will use all reasonable efforts to consciously regard and respect their feelings and self-esteem.

B. The Employer agrees that it will investigate all reports of harassment and take appropriate remedial actions when harassment is found to have occurred in the workplace. Harassment means unwelcome comments or conduct. No one at the workplace, including managers, supervisors, customers, workers or third-parties such as vendors, consultants and independent contractors, may make comments or engage in conduct that is known to be or should reasonably be known to be unwelcome.

C. The Employer agrees that it will investigate reports of inappropriate behavior directed to employees by customers. No employee shall be required to continue to serve a customer who has engaged in abusive behaviors towards an employee, and in such situations the employee is encouraged to seek out a supervisor for assistance. The Employer shall take proactive steps to discourage improper customer behavior in the event that such situations arise.

ARTICLE 9: SENIORITY

SECTION 9.1: DEFINITION OF SENIORITY:

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

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

SECTION 9.2: PROBATION

All newly hired employees will be on probation for thirty (30) calendar days and will thereafter attain seniority with the Employer, with seniority reverting back to the first day of active employment in the bargaining unit.

The Employer and Union may upon mutual agreement extend a newly hired employee's probation period by an additional thirty (30) days. All extensions of probationary periods must be presented to employees and signed by employees.

SECTION 9.3: LAYOFF AND RECALL:

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

SECTION 9.4: TERMINATION OF SENIORITY:

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

- A. Quits;
- B. Is discharged for just cause;
- C. Fails to return from any of the leaves of absences referenced in Article 13 of this Agreement within the time limits contained therein; and
- D. Fails to respond within ten (10) calendar days of the date the notice to return to work is registered with the U.S. Mail Services.

SECTION 9.5: JOB POSTING:

The Employer will post all openings for bargaining unit positions for seven (7) calendar days and will promote from within the bargaining unit qualified employees with six (6) months or more seniority. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying. Neither the Employer nor the Union will make any attempts to prevent or dissuade employees from applying for or accepting a position. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

SECTION 9.6: JOB DESCRIPTIONS:

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

SECTION 9.7: SENIORITY LIST:

The Employer will maintain an accurate and up-to-date seniority list. The list will contain the employee's names, dates of hire, job title and classification. The list will be posted in the break room or other readily accessible agreed upon location and will be refreshed at least once every six (6) months.

ARTICLE 10: PAID TIME OFF

SECTION 10.1: VACATION ACCRUAL:

Employees will accrue vacation at the rates set forth below:

Years of Service:	Accrual Rate:	Weeks of Vacation:
0-2	.0196 hours/hour	1 week
3-5	.0400 hours/hour	2 weeks
6-9	.0623 hours/hour	3 weeks
10+	.0835 hours/hour	4 weeks

*Accruals are based on regular, jury duty, and overtime hours only.

Employees may carry over unused accrued vacation time.

Employees shall receive vacation pay on the eve of their vacation, except in those instances where vacation is taken in less than a full week increment.

SECTION 10.2: VACATION SCHEDULING:

A vacation schedule shall be posted by January 5 and vacations selected on the basis of seniority within the employee's classification by January 31 of each year for the period from March 1 through the following February 28/29. Requests for vacation must be submitted in writing. The approved vacation schedule shall be posted by February 15 of each year.

- A. Vacation requested after January 31 will be granted on a first come basis as outlined below.
- B. Employees shall be allowed to take their vacations in hourly increments.
- C. Requests to use vacation must be made no later than seven days prior to the posting of the schedule for the period when the vacation is used.
- D. Vacation requests will be granted as mutually agreed to by the Employer and an employee. Vacation requests will not be unreasonably denied, and the decision as to whether or not to grant a vacation request will be based on business needs.
- E. The Employer will respond to vacation requests within seven (7) calendar days unless the department head or individual responsible for the scheduling in the department is unavailable in which case the department head or such individual will respond within three (3) days after returning to work or within fourteen (14) days, whichever is shorter.

SECTION 10.3: HOLIDAYS AND PERSONAL DAYS:

- A. There will be four (4) paid holidays: New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day per calendar year.
- B. All full-time employees will be paid eight (8) hours times their straight time rate of

pay for each of the listed paid holidays. All part-time employees will be paid four (4) hours times their straight time rate of pay for each of the listed paid holidays.

C. In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a listed paid holiday occurs, the week in which the listed paid holiday occurs, or the week after the week in which the listed paid holiday occurs. In addition, the employee must work their scheduled work day before and after the listed paid holiday unless excused by the Employer or absent due to proven illness.

D. If a paid holiday occurs during an eligible employee's vacation, the employee will receive the paid holiday and will have the choice as to whether or not to use paid vacation for the holiday.

E. Work on listed paid holidays will be staffed with volunteers first. If there are insufficient volunteers, the Employer will schedule the required number of employees by rotation according to the department's practice. In the event more employees volunteer than are needed to staff a listed paid holiday, the work will be assigned by seniority in classification.

F. Compensation for work on listed paid holidays will be straight time for all hours worked up to eight (8) hours, in addition to holiday pay provided the employee is eligible for holiday pay.

G. There will be three (3) unpaid holidays: Memorial Day, Independence Day, and Christmas Eve. Hourly employees who work on a listed unpaid holiday will be paid at one and one-half (1½) their regular rate of pay for all hours worked.

H. All full-time employees and part-time employees will accrue personal days based on hours worked at a rate of .0196 hours/hour up to a maximum of forty (40) hours per fiscal year. Personal days will be scheduled as mutually agreed to by the Employer and an employee. Personal days so scheduled by mutual agreement and used for absence will not accrue an attendance point as indicated in the Linden Hills attendance policy

SECTION 10.4: PAY OUT:

Unused accrued vacation time may be cashed out if mutually agreed upon by Employer and Employee.

Employees will be paid out all accrued and unused vacation and personal days upon termination, layoff, or resignation.

SECTION 10.5: UNPAID TIME OFF:

Employees who have exhausted their Paid Time Off benefits will be allowed to take time off without pay upon verification of need. Such requests will not be unreasonably denied.

ARTICLE 11: DISCHARGE AND DISCIPLINE

The Employer reserves the right to discipline or discharge employees for violations of its rules or for a violation of the terms of this Agreement, subject to the right of the Union to resort to the grievance and arbitration provisions of this Agreement for matters involving employees who have completed their probationary period (initial or extended), and such nonprobationary employees may not be discharged except for just cause. For purposes of this Agreement, just cause shall include the following conduct:

- Theft
- Physical altercation on the Employer's premises
- Assault on an employee (including a supervisor) or customer or other person on the Employer's premises
- Sexual harassment of an employee or customer
- Intentional falsification of time cards (or entry of time data) or entering time of another employee
- Intentional damage to or sabotage of the Employer's property
- Carrying or using guns in the store.

ARTICLE 12: GRIEVANCE AND ARBITRATION

SECTION 12.1: GRIEVANCE:

A. When a grievance arises, the employee (with or without a Union representative) may attempt first to settle the matter with that employee's immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Grievances regarding discharge or discipline without just cause must be filed in writing with the Employer and the Union within fifteen (15) calendar days after the receipt of the discharge notice and thirty (30) calendar days after the receipt of any discipline by the employee. Any other claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is

more.

E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.

SECTION 12.2: MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of Section 12.1 may be referred by mutual agreement to Federal Mediation and Conciliation Services (FMCS) in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Section 10.1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

SECTION 12.3: ARBITRATION:

If a dispute or discharge is not resolved by the provisions of Sections 12.1 and 12.2, either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral third (3rd) party, either party may petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains. That person shall be the arbitrator to hear and decide the grievance.

- A. The arbitrator shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.
- B. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the arbitrator shall be equally shared by the parties.
- C. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.
- D. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- E. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

SECTION 12.4: LIMITATIONS ON ARBITRATOR:

The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International, or which may in any way affect or change

the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

SECTION 12.5: TIME LIMITS:

The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.

ARTICLE 13: LEAVES OF ABSENCE

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

A. In case of accident, injury, pregnancy or sickness which renders an employee, who has completed their probationary period, unable to work, an automatic leave of absence shall be granted for the period of time that the employee is judged unable to work up to a period of one year. Such leave will run concurrently with Family and Medical Leave Act and/or Minnesota Parental Leave Act leave.

B. Employees returning from an approved accident, injury, pregnancy or sickness leave of absence within twelve (12) weeks shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the Employee mutually agree otherwise, employees will be returned to work on the next work schedule to be posted subsequent to the employee's request to return to work. With respect to employees returning after twelve (12) weeks, the Employer will attempt to return the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position.

C. The employee shall advise the department manager of their intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.

D. The employee's health insurance, dental insurance, and other benefits will be discontinued as legally permitted during any period of unpaid leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.

E. In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

SECTION 13.2: UNPAID PERSONAL LEAVE OF ABSENCE:

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

B. Conditions of an unpaid personal leave of absence:

1. The employee must have worked for the Employer for at least six (6) months.
2. The employee must utilize all unused and accrued paid time off before taking an unpaid personal leave of absence.
3. Whenever possible, the employee should notify the Employer at least three (3) months in advance of when the employee desires to start their unpaid personal leave of absence.
4. The employee's health insurance, dental insurance, and other benefits will be discontinued during the period of unpaid personal leave of absence, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.
5. The employee will be allowed to take an unpaid personal leave of absence only by mutual agreement. A request to take an unpaid personal leave of absence will not be unreasonably denied, and the decision as to whether or not to allow an employee to take an unpaid personal leave of absence will be based on business needs.
6. If approved, an unpaid personal leave of absence will be granted for thirty (30) days and, subject to further approval, may be renewed in thirty (30) day increments, up to a maximum of six (6) months.
7. Upon the expiration of an initial thirty (30) day unpaid personal leave of absence, the Employer will reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence. Upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, the Employer will attempt to reinstate the employee to the position and hours the employee held prior to taking the unpaid personal leave of absence, but reinstatement to the employee's previous position and/or hours is not guaranteed. If the Employer is not able to reinstate an employee to their previous position and hours upon the expiration of any unpaid personal leave of absence beyond the initial thirty (30) day unpaid personal leave of absence, for a period of six (6) months following the expiration of that unpaid personal leave of absence, the Employer will attempt to reinstate the employee to their previous position and hours or to the first available open position provided that the employee is qualified for such open position. Upon the expiration of that six (6) month period, the Employer will have no obligation to reinstate the employee.
8. An employee who fails to return to work on the scheduled date at the expiration of an unpaid personal leave of absence will be considered to have voluntarily resigned, effective as of the employee's last day of work.

SECTION 13.3: BEREAVEMENT LEAVE:

- A. After completing the probationary period, all employees shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to arrange for, travel to, or attend the funeral of an immediate family

member. Immediate family member is defined as the employees' spouse, parents, step-parents, children, step-children, brothers, sisters, step siblings, mother-in-law, father-in-law or grandparents. In the event of the death of a spouse, or domestic partner, the employee shall be entitled to a maximum of four (4) days bereavement leave.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. Bereavement leave may be taken from the day of death through the day after the funeral. The Employer may request verification of death.

C. The last day of the leave, in the event an employee attends the funeral, will be the day of the funeral; provided, however, that the last day of the leave can be the day after the funeral if the funeral was two hundred (200) miles or more from the employee's residence (as measured as the crow flies), and employees will not be entitled to pay for intervening scheduled days off.

D. If the death occurs while the employee is on vacation, the employee will be allowed to extend their vacation by the number of days provided in the leave, or may use their vacation days at a later date.

E. Employees may be granted additional bereavement leave by mutual agreement. Employees may use accrued paid time off benefits or take the time unpaid if no paid time off is available.

SECTION 13.4: JURY DUTY:

An employee shall immediately notify the Employer upon receiving a call for jury duty. When an employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings up to a forty (40) hour week at the employee's straight-time rate of pay for a maximum of ten (10) days.

SECTION 13.5: MILITARY SERVICE:

An employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

SECTION 13.6: FAMILY AND MEDICAL LEAVE ACT (FMLA) OR STATE OR LOCAL FAMILY AND MEDICAL LEAVE

Employees shall not be required to use their paid vacation or personal time during any leave period which is covered by the Family and Medical Leave Act and/or Minnesota Parental Leave.

Safe and Sick Time may be used by employees after 90 days from the date they start their employment and may be used for:

- Sick time may be used to deal with an employee or family member's mental or physical illness, including preventative care.
- Safe time may be used for reasons related to domestic violence, sexual assault,

stalking, school closures due to inclement weather or public safety issues, for an employee or an employee's family member and certain reasons, such as the closure of our business due to public health reasons or other reasons beyond our control.

Accrued and earned vacation or PTO may be used for the purposes of the Safe and Sick Time Ordinance.

SECTION 13.7: SCHOOL CONFERENCE AND ACTIVITY LEAVE:

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

SECTION 13.8: VICTIM, WITNESS, AND DOMESTIC ABUSE LEAVE:

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

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

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

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

SECTION 13.9: VOTING AND ELECTION LEAVE:

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

The employee must notify their manager one day in advance if that employee intends to take a reasonable amount of time off work to vote during regularly scheduled work hours. The employee will be paid for all reasonable time spent away from the store to vote.

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

SECTION 13.10: S.P.U.R. (Special Project Union Representative) LEAVE:

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

SECTION 13.11: SENIORITY:

Employees on approved leave will maintain their seniority.

SECTION 13.12: TEMPORARY REPLACEMENTS:

The Employer may replace any employee who is on a leave of absence on a temporary basis from within the bargaining unit first unless there are no volunteers, in which case, the Employer may select a non-bargaining unit employee. The Employer will have a right to select the employee who will replace the employee on leave. The employee who is chosen for the temporary assignment will be paid the appropriate pay grade

ARTICLE 14: UNION-EMPLOYER COOPERATION

SECTION 14.1: SHOP STEWARDS:

The Union will have the right to appoint up to ten percent (10%) of the bargaining unit as shop steward(s). In no instance shall the steward(s) be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the business.

SECTION 14.2: UNION VISITATION:

The duly authorized representative(s) of the Union shall be permitted access to the store provided the conduct of the representative(s) does not interfere with the operation of the Employer's business. Whenever possible, the Union representative will provide the Employer with advance notice of any such visit. If advance notice is not possible, the Union representative will check in with the Employer upon their arrival at the store.

SECTION 14.3: LABOR MANAGEMENT COMMITTEE

A committee composed of no more than five (5) Union representatives and an equal number of Employer representatives shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement. Such committee shall meet monthly for the first six (6) months and quarterly thereafter unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure.

A Labor-Management Cooperation Committee shall be established for the following purposes:

- To improve communication between representatives of Labor and Management;
- To provide a forum for discussion of the problems of the industry;
- To assist employees and the Employer in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and
- To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.

This Committee is not intended to circumvent, replace or modify the grievance procedure.

SECTION 14.4: BULLETIN BOARD, MEETING SPACE, UNION INSIGNIA, and "UNION LABEL"

- A. A space will be provided on designated locked bulletin board(s) where official Union notices may be posted. Keys to bulletin board(s) will be kept in a location where Union stewards can access the board(s). No postings will be allowed in places other than the designated bulletin boards.
- B. The Employer will make available to the Union reasonable meeting space upon request for the purpose of meeting with employees, discussing grievances, and for the distribution of literature relating to Union business.
- C. Employees may wear Union insignia while at work. Any buttons will be no more than 3" in diameter.
- D. The Union agrees to issue a Union store card or "Union Label" window decal to the Employer. Such Union store card and decals are, and shall remain, the property of the Union. The Employer agrees to display such Union store cards or decals in a conspicuous area accessible to the public.

SECTION 14.5: EMPLOYEE SAFETY:

A safety committee composed of no less than one Union steward and one employee from each area of the store selected by the Union and an equal number of management representatives, unless mutually agreed otherwise, will meet at least quarterly to address safety conditions in the store. Notes of the safety committee meetings will be kept and a copy provided to the Union.

When a perceived safety condition occurs, it shall be immediately reported to a safety committee member who, in turn, shall report the problem to the appropriate supervisor. If action is not taken to eliminate the perceived safety concern or if the supervisor does not agree that a safety problem exists, the safety committee member or the Union steward has the right to report the problem to the Store Director. If the Union steward or committee member is not satisfied with the response from the manager or the latter's designee, the Union steward or committee member may address the problem through the grievance and arbitration process.

SECTION 14.6: SEARCH OF EMPLOYEE

The Employer will not search an employee's vehicle, person, personal property or locker without express permission from the employee. No search of any kind shall be conducted without this permission except by a duly recognized agent of law enforcement and as legally permitted or required by law as part of a criminal investigation.

ARTICLE 15: HEALTH/DENTAL/VISION INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the health, dental, and vision benefit plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the health, dental, and vision benefit plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the health, dental, and vision benefit plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the health, dental, and/or vision plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

ARTICLE 16: SHORT-/LONG-TERM DISABILITY INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the short- and long-term disability benefit plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the short- and long-term disability benefit plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the short- and long-term disability benefit plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the short- and long-term

disability benefit plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

ARTICLE 17: LIFE/AD&D INSURANCE

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the life and accidental death and dismemberment plans that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the life and accidental death and dismemberment plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the life and accidental death and dismemberment plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the life and accidental death and dismemberment plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

ARTICLE 18: PROFIT SHARING

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the profit sharing plan that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the profit sharing plan as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the profit sharing plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the profit sharing plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

The Employer will provide Employees with annual advanced written notice and financial data to advise Employees about whether or not they will receive profit sharing.

ARTICLE 19: 401(k)

During the term of this Agreement, the Employer will make available to employees covered by this Agreement the 401(k) plan that it may provide to employees not covered by this Agreement. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of the 401(k) plan as they exist and are amended from time to time for employees not

covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the 401(k) plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the 401(k) plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

ARTICLE 20: SEVERABILITY CLAUSE

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 any provision(s) is held or determined to be invalid, the Employer 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 Employer 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.

ARTICLE 21: NO STRIKES – NO LOCKOUTS

During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work 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.

ARTICLE 22: GENERAL CONTRACT PROVISIONS

A. CONTRACT SUPERSEDES PREVIOUS VERBAL OR WRITTEN CONTRACTS

It is the intent and purpose of the parties hereto that this contract contains the complete Agreement between the Employer and the Union, supersedes and cancels all previous contracts, verbal or written, between the parties, constitutes the entire Bargaining Agreement between the parties and shall not be changed or amended during the life of the Agreement except by mutual consent in writing by both parties.

B. PARTIES CAN ADD AMENDMENTS, INTERPRETATIONS, OR CLARIFICATIONS

It is agreed that this written contract reflects the entire agreement between the parties. However, this Article will not restrict the Employer and the Union by mutual agreement of adding amendments, interpretations or clarifications of this Agreement, or applying interpretations in accordance with the intent and purpose agreed upon between the Union and the Employer.

C. MODIFICATION MUST BE EXECUTED IN WRITING

Matters coming up during the life of this Agreement which concern wages, hours, or working conditions of the employees and which are not included in this Agreement may, by mutual consent, be agreed upon and executed in writing by the parties hereto and made a part thereof. No modification of this Agreement shall bind the parties unless executed in writing by the parties hereto, and made a part hereof by express reference to this Agreement, and a copy of such modification (including a letter of understanding or memorandum of agreement) is physically attached to the original (or duplicate originals) of this Agreement.

D. CONTRACT EXPRESSES OBLIGATIONS

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral or written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

E. NO NEGOTIATIONS DURING TERM

The parties agree that during the term of this Agreement, economic issues including fringe benefits shall not be subjects for collective bargaining negotiations between the parties.

F. NEGOTIATING TIME NOT PAID

The members of the Union bargaining committee will not receive pay from the Employer for time spent in negotiating a new or amended Agreement.

G. BARGAINING OVER WITHDRAWN PROPOSALS WAIVED

Prior to and during negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise.

ARTICLE 23: MANAGEMENT RIGHTS

Except as expressly modified or restricted by the express terms of a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained by the Employer. The Employer shall have the right to establish reasonable rules pertaining to the operation of the store and permissible conduct of employees, subject to the grievance and arbitration process.

RESERVED RIGHTS

It is agreed that the industrial relations concept of "Reserved Management Rights" is hereby incorporated into this Agreement for the purpose of reserving to the Employer any and all rights with respect to decision-making which is attendant with ownership and the management of the business not otherwise clearly limited by expressed terms contained in this Agreement and intended by the parties for that exact purpose. The enumeration of Management's Rights in this Agreement shall not be deemed to exclude other rights of Management not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

TO TRANSFER EMPLOYEES

The Employer shall remain vested with full and exclusive control of the management and operation of the plant and with direction and supervision of the working forces, including its right to hire, suspend, or discharge employees for proper cause; or to transfer employees temporarily or permanently to new duties; or to relieve employees from duty because of lack of work or for other legitimate reasons; or to schedule its operations; or to extend, limit, curtail, or reschedule its operations, when in its sole discretion it may deem it advisable to do so, except as specifically set forth otherwise in this Agreement.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall supersede all previous agreements, either oral or written, and shall be in effect as of October 1st, 2017 and continue in full force and effect through September 30th, 2020 and thereafter unless a written notice to be given by either party sixty (60) days prior to September 30th, 2020 provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

Signed this 2nd day of MARCH, 2018.

This Agreement shall be executed by the parties in one (1) original and three (3) duplicate original copies and shall not be executed in counterparts. Any amendments to this Agreement shall be annexed physically to this Agreement. No amendment to this Agreement shall carry forward to a new or amended Agreement unless it is specifically referenced by such new or amended Agreement as being re-adopted by the parties.

FOR THE UNION:

*United Food and Commercial Workers
Local No. 653*

Name PAIT UTECHT

Title President

Signature [Signature]

FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature [Signature]

LETTER OF UNDERSTANDING AND AGREEMENT

RE: EMPLOYEE PARTICIPATION AND ACCESS TO BOARD MEETINGS

The Employer agrees to the following:

1. An employee representative of the bargaining unit members will be allowed to make one (1) annual presentation to the Board. No less than fifteen (15) minutes will be allocated on the agenda for this presentation.
2. To provide for greater transparency, minutes from all Board meetings will be posted and retained in a binder for all employees to access.
3. Employee owners may attend the entirety of the public portion of all Board meetings with twenty-four (24) hour notice.

FOR THE UNION:

United Food and Commercial Workers
Local No. 653

Name MATT UTECHT

Title President

Signature 

FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature 

LETTER OF UNDERSTANDING AND AGREEMENT

RE: DONATION BY EMPLOYEES TO COWORKERS OF ACCRUED PTO


The Employer is amenable to allowing employees to donate to their coworkers a portion of their accrued PTO hours, provided that appropriate protections for both the employees and the Employer can be agreed upon. Accordingly the Employer and the Union will meet and confer regarding a method by which these objectives can be achieved.

FOR THE UNION:

*United Food and Commercial Workers
Local No. 653*

Name MITT UTECHT

Title President

Signature 

FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature 

LETTER OF UNDERSTANDING AND AGREEMENT

RE: DISCOUNTS AND ACCESS TO JUST DATED FOOD/FREE BINS

- A. All active employees will receive an employee discount on all purchases at Twin Cities Coop Partners retail locations. See APPENDIX A-1 for percentage of discount. The terms of the discount policy are subject to change by the Co-op.
- B. Current employees with at least twenty-five (25) years of service will receive lifetime employee discounts.
- C. Active employees will have access to just dated food / free bins and will take more ownership of salvaging food.
- D. The Union recognizes the need for conservation and elimination of waste, and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

Dated this 2nd day of MARCH, 2018.

FOR THE UNION:

United Food and Commercial Workers
Local No. 653

Name MATT ULTEHT

Title PRESIDENT

Signature



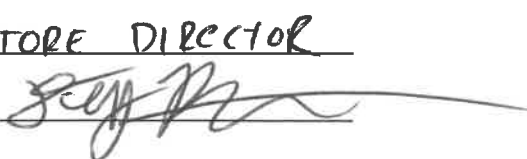
FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature





Appendix A-1

Employee Discount

All employees will receive a discount on retail purchases they make at the Co-op. All employees will receive 20% off purchases. The benefit begins on the first day of work and ends on the last day of work. The following conditions apply:

- Employees will use the discount for their own purchases and for legitimate gifts. To be considered a gift, the employee must pay for the purchase and not be reimbursed (cash or trade) by someone else for the item(s) purchased.
- Some items carried by Linden Hills Co-op are not eligible for the discount, for example Linden Hills Basics products.
- The employee discount may not be combined with another discount (such as the senior discount or bimonthly member discount), but does apply to most sale and clearance items.
- Fraudulent use of the employee discount is theft and is subject to disciplinary action, including termination of employment.

The employee discount may be extended to others under certain conditions. **The employee is responsible for updating the Co-op of any changes concerning eligible purchasers.** To be discount eligible:

- Non-employees must:
 - live in the same residence as the employee; and
 - be related to the employee, for example,
 - spouse, parent, sibling, child¹, domestic partner, or
 - roommate/housemate, if food is collectively purchased and shared; and
 - use the discount for their own purchases, purchases to benefit the household and purchases on behalf of the employee.
- Other items:
 - No credit will be given for past purchases.
 - If the use of the discount is suspicious, the discount will be disabled by the Co-op until the issue is investigated.

¹ Eligible children must be old enough to conduct a store transaction.

Discount Claim Form

Please add the following names to the discount list. The people listed (maximum of one) fulfill all the requirements of the discount policy (reverse). I promise to promptly notify the Co-op of any changes that affect eligibility under the discount policy.

Signed _____

Date _____

Name (printed) _____

Member # _____

Eligible for discount: _____

Relationship _____

32789645.1

LETTER OF UNDERSTANDING AND AGREEMENT

RE: COMMUNITY SERVICE PROGRAM

The Employer will continue the community service program. See Appendix A-2 for program details.

FOR THE UNION:

United Food and Commercial Workers
Local No. 653

Name 

Title President

Signature MATT UTECHT

FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature 

Appendix A-2



Linden Hills Co-op Community Service Program

In line with our cooperative business model and our goal of supporting our community, we want to afford our employees an opportunity to give back to the community with our support.

Eligible Employees

- Employees will be granted community service hours based on the hours worked.
- Community service hours will accrue at a rate of .0096 for every hour worked. It rolls over to a maximum of 50 hours.
- New employees cannot use community service hours in the first three months of employment.
- Temporary, substitute or contract workers will not be granted community service hours.

Eligible Community Service

- Eligible community service must be performed in a not for profit or public service organization that maintains political and religious neutrality.
- Employee must check with HR to ensure that their chosen organization is eligible.
- An organization is not eligible if:
 - You are employed by them
 - You receive goods, services, benefits, gratuities, etc. in return for your volunteer work.

Getting Paid

In order to be paid for the work, the employee must fill out a Community Service form from HR.

3815 Sunnyside Ave
Minneapolis, MN 55410
www.lindenhills.coop

APPENDIX A-3: WAGES

Level 1	Level 2	Level 3	Level 4	Level 5
Cashier	Cook	Buyer	Scanning Coordinator	Assistant Manager
Customer Service	Assistant Buyer	Cheese	Meat Cutter	Produce
Counter	Cheese	HBC	MOD	Customer Service
Cheese		Produce		HBC
Deli		Grocery		Meat
Meat		Coordinator/Lead		Front End
Stocker		Produce		Grocery
Produce		Floor		
Grocery		Deli		
HBC		Deli Kitchen		
Bagger		Grocery		
First Porter		Receiver		
Dishwasher		Depositor		
		Scanning Assistant		

	Level 1	Level 2	Level 3	Level 4	Level 5
start	11.50	12.50	14.00	16.00	17.00
after 6 months	11.75	12.75	14.25	16.25	17.25
1 year	12.00	13.00	14.50	16.50	17.50
2 years	12.50	13.50	15.00	17.00	18.00
3 years	13.00	14.00	15.50	17.50	18.50
4 years	13.50	14.50	16.00	18.00	19.00
5 years	14.00	15.00	16.50	18.50	19.50
6 years	14.50	15.50	17.00	19.00	20.00
7 years	15.00	16.00	17.50	19.50	20.50
8 years	15.50	16.50	18.00	20.00	21.00
9 years	16.00	17.00	18.50	20.50	21.50
10 years	16.50	17.50	19.00	21.00	22.00
11 years	17.00	18.00	19.50	21.50	22.50
12 years	17.50	18.50	20.00	22.00	23.00
13 years	18.00	19.00	20.50	22.50	23.50
14 years	18.50	19.50	21.00	23.00	24.00
15 years***	19.00	20.00	21.50	23.50	24.50

***LEVEL 5 only: \$0.50 per hour increase after 15 years

of service in years 2 and 3 of contract

(1) Effective October 1, 2017 employees will be placed on the wage scale based on years of service and experience. Employees will progress through the scales on their anniversary date of their date of hire.

(2) If an employee's current wages are above scale, they will stay above scale until they reach scale in the wage progression or "grid" above.

(3) Any current employee who has completed at least 90 days of service and who does not receive at least a \$0.50 raise when placed on the above wage scale shall receive a \$0.50 raise upon ratification of the contract.

(4) Current employees whose (1) wage rate is higher than the scale in the wage progression, and (2) who would not otherwise qualify for an increase under the wage progression in Years 2 or 3 of the contract, will be eligible for a \$0.30-per-hour bonus based on actual hours worked during a 12-month period beginning with their anniversary date after the first Contract Year. Payment is to be made on the first payday after 12 months from next anniversary date if they are still employed on the payment date. The example below is provided as an illustration.

(5) Two current employees will continue below scale due to special circumstances and will be addressed in a side letter agreement.

Example Employee	Level 3 DOH is 3/15/2015	\$0.50 Increase upon ratification of contract on 10-1-2017	Contract Year 2 Begins 10-1-2018	Bonus Measurement Period Starts Anniversary Date after first Contract Year	Bonus Measurement Period Ends on Anniversary Date	Payout Date (if employed) is first payroll period after Anniversary Date
	Current Wage Rate before contract \$16.00	\$16.50	No increase due because above scale	3/15/2018	3/15/2019	First payroll after 3/15/2019

APPENDIX A-4: PAID TIME OFF EXAMPLE

Yrs of Service	PTO tier	accrual rate	work week
0-2	1	0.0196	1
3-5	2	0.04	2
6-9	3	0.0623	3
10+	4	0.0835	4

Personal Days	Accrue/hr worked
All workers	0.0196 up to 40 hrs

Paid Holidays (4)	Classification	Hrs	
New Year's Day	FT	32	straight time
Labor Day	PT	16	straight time
Thanksgiving Day			
Xmas Day	If you work that day, you are paid straight time as well		

Unpaid Holidays (3)	Paid 1 1/2 rate if you work that day
Memorial Day	
Independence Day	
Xmas Eve	

Store closed
Thanksgiving
Xmas Day

LETTER OF UNDERSTANDING AND AGREEMENT

RE: ROSE ASPLUND

The Employer and the Union agree that Rose Asplund's wages will be the same as the minimum wage set by the City of Minneapolis.

FOR THE UNION:

*United Food and Commercial Workers
Local No. 653*

Name MATT UTECHT

Title President

Signature 

FOR THE EMPLOYER:

Linden Hills Co-op

Name DOUG PETERSON

Title STORE DIRECTOR

Signature 

32789645.1