

THIS DOCUMENT REPRESENTS OUR TENTATIVE AGREEMENT

February 5, 2024

Discussions between UFCW Local 400 and FRESHFARM Markets, Inc. regarding your first contract have recently concluded. This analysis was printed and assembled as accurately as possible for your review. Please forgive any omissions or typing errors.

On Thursday, February 8, 2024 from 7 p.m. to 9 p.m., the FRESHFARM Tentative Agreement Tele-Town Hall will be held on Zoom - the link is below:
<https://us06web.zoom.us/j/89833850926?pwd=fdsqGT3SdCh6Qf1PewNXpb4BYxBeYw.1>

The voting will take place online using a tool called ElectionBuddy. Voting will open at 12:00 noon on Friday, February 9th. You will receive a text and a unique link to access an online ballot and vote. You can only vote once using the link. This will allow everyone the opportunity to participate in voting on your first contract. Voting will close at noon on Monday, February 12th. Results will be announced shortly after voting ends. **If you do not receive your ElectionBuddy link by 12:30 p.m. on Friday, Feb. 9th, please contact Alan Hanson, ahanson@local400.org, 301-256-6405.**

RULES OF CONDUCT FOR THE TENTATIVE AGREEMENT TELE-TOWN HALL:

1. Only matters directly bearing on the tentative agreement may be discussed.
2. No one shall speak more than once on any subject until everyone wishing to be heard has had the opportunity to speak.
3. So that all views may be presented, everyone must limit their remarks on any subject to one minute.
4. Those who speak must state their name, position and market assignment.

Following is the tentative agreement. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form.



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 400
AND
FRESHFARM MARKETS, INC.

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ARTICLE 1 – AGREEMENT

THIS AGREEMENT entered into by and between The FRESHFARM Markets, Inc. (hereinafter referred to as the “Employer”), and the United Food and Commercial Workers Union, Local 400, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the “Union”).

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time market staff, market operators, and senior market operators. Excluded are all office clerical employees, managerial employees, confidential employees, casual employees, substitute employees, guards and supervisors as defined in the Act.

ARTICLE 3 – UNION SECURITY AND DUES CHECKOFF

- A. As a condition of continued employment, all current employees who are covered by this Agreement shall, within thirty-one (31) days of the effective date of this Agreement, become and remain members in good standing of the Union or pay a fair share fee. As a condition of employment, all employees hired after the effective or execution date of this Agreement, whichever is later, shall become Union members within thirty-one (31) days of becoming employed or pay a fair share fee.
- B. During the term of this Agreement, employees who elect not to become members of the Union shall, commencing thirty-one (31) days after the effective date of this Agreement, pay a fair share fee to the Union for contract administration and collective bargaining services tendered by the Union, as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Union, in the same manner that dues are deducted from members’ earnings each month. The Union shall annually submit to the Employer, in writing, a list of employees covered by this Agreement who are not members of the Union and written confirmation that specifies the amount of the fair share fee.
- C. Upon receipt of a written authorization from the Union, the Employer shall, pursuant to such authorization, during this Agreement and thereafter, deduct from the wages due each such employee each pay period a regular share of the monthly Union dues or fair share fees and shall remit to the Union each month the dues or fair share fees collected, together with a list of all employees for whom dues and fair share fees are being remitted and an indication of the amount being remitted for each.
- D. An employee who has failed to acquire or thereafter maintain membership in the Union or pay a fair share fee as herein provided shall be terminated seventy-two (72) hours after their Employer has received written notice from an authorized representative of the Union certifying that membership has been, and is continuing

to be offered to such employee on the same basis as all other members and non-members, and that the employee has had notice and opportunity to make all dues or fair share payments.

- E. The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club (“ABC”) from employees who signed deduction authorization cards.
- F. The Employer shall notify the Union using an electronic format, preferably EXCEL, as soon as possible but not later than seven (7) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the following:
 - Name
 - Date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time
 - Classification
 - Rate of pay (hourly or salary)
 - Assigned market(s)
 - Unique Employee ID number
 - Date of birth
 - Home address
 - Mobile phone number
 - Non-work Email address
 - Work email
 - Ethnicity
 - Gender expression
 - Preferred gender pronouns
- G. The Employer shall provide the Union with notice of the names, date of hire, position and rate of pay of all temporary employees within seven (7) days of the first date of employment.
- H. The Employer shall institute a Union Orientation Meeting for all new hires within fifteen (15) days of their date of hire. Union Orientations shall be conducted by a Shop Steward or Union Representative and shall consist of no more than thirty (30) minutes paid time. Non-bargaining unit employees shall not be permitted to attend such orientations.
- I. Within thirty (30) days of ratification, the Employer shall schedule a one-time Union Orientation meeting for all current bargaining unit employees. The meeting shall be conducted by a Shop Steward or Union Representative and shall consist of no more than thirty (30) minutes paid time. Non-bargaining unit employees shall not be permitted to attend such orientations. After this one-time orientation, new hires shall be onboarded pursuant to section H of this Article.

ARTICLE 4 – SHOP STEWARDS AND UNION TRAININGS

- A. The Union may designate three (3) Shop Stewards, with one steward designated as the Chief Steward. The Union will provide the Employer with written notice concerning the identity of each Shop Steward at least seven (7) days prior to the date upon which the selected employee begins performing duties as a Shop Steward. The Union agrees that the Shop Stewards' duties shall not interfere with the conduct of the Employer's business or with the work of other employees or with the performance of the Shop Steward's job duties and responsibilities.
- B. The Shop Steward shall not be permitted to meet with bargaining unit employees during the working time of either the Shop Steward or the employee. The Shop Steward is permitted to meet with employees on the market's premises in the performance of their duties as a Shop Steward, provided that they do not interfere with farmers and producers, customers or the organization's operations and do not meet in an area accessible to farmers or customers.
- C. The Employer shall provide the Shop Steward with paid release time to perform the following activities provided the meeting takes place during the Shop Steward's regularly scheduled workdays and time.
 - 1. To act as a representative of a grievant at the specified steps of the grievance procedure if the grievant so desires; and
 - 2. To provide representation to an employee during an investigatory interview conducted by the Employer, provided the employee reasonably believes the investigation will result in disciplinary action and the employee requests the presence of a Union representative during the investigatory interview.
- D. Within three (3) office business days (Monday – Friday) of a new hire's start date, the Employer will provide the Shop Stewards with the new hire's contact information. It is the responsibility of the Shop Stewards to reach out and introduce themselves to new hires.
- E. The Employer shall grant each Shop Steward two (2) days off per calendar year without pay to attend Union conferences, training programs, or other Union-related events.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

- A. The Parties hereto agree to establish a Labor-Management Committee composed of up to three (3) individuals designated by the Union and up to three (3) individuals designated by the Employer for the purpose of discussing matters of mutual concern. Additional individuals may be permitted to attend and participate in Labor-Management Committee meetings if both Parties agree to allow it. Meetings

of the Committee shall be held at least quarterly on company time, unless both Parties agree not to meet. A member of the Committee will be responsible for taking minutes of the meeting, the responsibility for which shall alternate between Union and Management. The minutes shall be shared with the Committee members promptly after the conclusion of the meeting. Meetings shall be limited to a maximum of one (1) hour, unless the Parties mutually agree to extend the length of a given meeting.

- B. This Committee is not to be considered a grievance committee in any manner and the grievance and arbitration provisions of this Agreement remain the sole procedure(s) for resolving grievances. Additionally, nothing in this Article shall preclude this Committee from also serving on the Health and Safety Committee.

ARTICLE 6 – MANAGEMENT RIGHTS

- A. Except to the extent abridged by the Agreement between the Parties, the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage the business, to control, direct and schedule its operations and workforce, and to make any and all decisions affecting the business and operations whether or not specifically mentioned herein and whether or not heretofore exercised, as such rights existed prior to the execution of this Agreement.
- B. Examples of the Employer's right to manage its business shall include, but not be limited to, the sole and exclusive right to: establish the qualifications for hire, select who to hire, and determine the number of employees to employ; determine the number of employees assigned to any particular job and to increase or decrease that number; assign employees to perform any work, duties, or jobs, and assign employees to a market or other work location, including to third Party venues, and change such assignments; schedule and direct the work force; determine, establish, modify or change schedules, working hours, and overtime; promote, layoff, or recall employees; demote, discipline and discharge employees for just cause; discontinue, enlarge, reduce, or revise functions performed by employees; determine and change the methods, procedures, materials, equipment, technology and operations to be utilized by employees; determine the products to sell and the services to provide; determine and change security and surveillance equipment, technology, and personnel to utilize; establish, implement, conduct, modify, terminate, and determine the content of training programs; introduce new and improved methods of operations; set standards for job performance; establish, modify, and enforce reasonable work, productivity and quality standards; and, evaluate employees' performance and productivity.
- C. It is expressly understood and agreed that the Employer shall have the right to continue to utilize its managers, other non-bargaining unit employees, volunteers, and vendors to perform tasks and functions that are performed by bargaining unit

employees as it had done prior to the recognition of the Union as this work has never exclusively been performed by bargaining unit employees, however, the Employer shall not use this authority to reduce the hours of bargaining unit employees.

- D. Consistent with this Article, the Employer has in place its Employee Handbook and other written policies which contain rules and policies applicable to all bargaining unit employees covered by this Agreement. It is understood that unless a clause of this Agreement is in direct conflict with a provision of the Employee Handbook or a written policy, the provisions of the Employee Handbook and written policies shall continue to be applicable to all bargaining unit employees without exception.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance shall mean a claimed violation, misinterpretation, or misapplication of any express provision of this Agreement.
- B. General Provisions.

1. The number of days outlined in this Article shall establish the maximum time allowed for the presentation and processing of grievances. The term "days" shall mean "calendar" days. These time limitations may be extended only upon the mutual written Agreement of the Parties. An Agreement to extend the time limitations in any particular matter shall not be deemed to be a precedent to extend the time limitations in any other matter, nor shall it be deemed to be a waiver by either Party on the insistence that the Parties comply with the time limitations set forth in this Article.
2. The Employer shall not be required to arbitrate untimely grievances or grievances not processed in accordance with the time deadlines set forth in this Article, unless the Employer affirmatively waives un-timeliness as a defense in writing. Timeliness will be decided by a Court having jurisdiction unless the Employer agrees to submit the issue to an arbitrator.

- C. Procedure.

All grievances shall be presented and processed in accordance with the following procedure:

1. Step 1 - The Parties shall use their best efforts to resolve any dispute on an informal basis. Both the Employer and the Union agree that the employee may first discuss the grievance with their immediate supervisor within fourteen (14) days of the date the employee knew or reasonably should have known of the alleged violation, to start the informal procedure. Alternatively, the employee

or Union may skip this informal step and proceed directly to Step 2, provided they do so within fourteen (14) days of the date the employee knew or reasonably should have known of the alleged violation. If the procedure is not invoked within the fourteen (14)-day timeframe, no further action can be taken. If, during the course of this discussion either the employee or the supervisor deems it desirable, a Shop Steward or other Union representative may be called in.

2. Step 2 - If the matter is not resolved informally at Step 1, the employee or Union may pursue the grievance by submitting a written grievance to the Head of Human Resources not later than seven (7) days after the informal discussion with the immediate supervisor. The written grievance shall be signed by the employee and Union representative, and contain a statement of the grievance, including a description of the facts involved, a specification of the Article(s) and paragraph(s) of this Agreement allegedly violated, and the remedy requested. The Head of Human Resources or designee and the Union representative shall meet within seven (7) days of submission of the grievance in an effort to resolve the matter. The Head of Human Resources or designee shall reply in writing to the grievance within seven (7) days of the Step 2 meeting.
3. Step 3 - If the grievance is not resolved in Step 2, the grievance may be appealed in writing to the Executive Director not later than seven (7) days from the written response of the Head of Human Resources or designee. The Executive Director or designee shall reply in writing to the grievance within fourteen (14) days of the submission of the grievance to Step 3.
4. If the designated Employer representative fails to respond to the grievance within the time deadline set forth in the respective step, the grievance shall be considered denied as of the date the response was due unless the due date is mutually extended by the Parties, and the Union may appeal to the next step.

D. Arbitration.

1. If the grievance remains unresolved, the Union may appeal the grievance to arbitration, by providing to the Employer a written notification of its appeal to arbitration no later than fourteen (14) days from the Step 3 written response of the Executive Director or designee. The Employer and the Union, or their representatives, will jointly attempt to agree upon the selection of a neutral arbitrator. If the Parties are unable to agree on an arbitrator within fourteen (14) days of the arbitration notification, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Washington, D.C. metropolitan area. Within seven (7) days of receipt of the

arbitrator list from the FMCS, the Parties will meet to select an arbitrator by alternately striking the names on the list until one (1) name remains. The aggrieved Party shall make the first strike.

2. **Employer Grievances:** The Employer may file a grievance with the Union for a violation of this Agreement by presenting a written statement of the grievance to the Union. The Union and Employer representative shall meet within seven (7) days of submission of the grievance in an effort to resolve the matter. The Union shall reply in writing to the grievance within seven (7) days of the meeting. In the event that the Parties are unable to resolve the dispute, the Employer may refer the grievance to arbitration by providing to the Union a written notification of its appeal to arbitration no later than fourteen (14) days from the Union's written response. The Parties shall select an arbitrator in accordance with Paragraph D.1.
3. **Limitations on Authority of Arbitrator.** The arbitrator shall have no authority or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement and fashion an appropriate remedy. The arbitrator shall have no authority to expand the grievance beyond the issue(s) raised in the written grievance without the Parties' written consent. The arbitrator shall have no authority to make any decision or award that is contrary to or inconsistent, in any way, with applicable laws, rules or regulations. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such may be in conflict with provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.
4. **Arbitration Expenses.** The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Employer and the Union. Each Party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the Party incurring such expenses.
5. **Time Limits.** The decision of the arbitrator shall be rendered within sixty (60) days of the close of the hearing or submission of post-hearing briefs, whichever is later, unless extended by mutual Agreement of the Parties.
6. **No individual employee may appeal a grievance to arbitration.**

ARTICLE 8 – ANTI-HARASSMENT / NON-DISCRIMINATION

- A. All employees shall receive a yearly training on paid time addressing appropriate workplace conduct, fair treatment, and creating a safer workplace. Such trainings shall: include anti-discrimination and anti-harassment principles; be conducted by a qualified person with experience delivering such trainings; and comply with applicable legal requirements. The training may be conducted through an online platform or videotaped presentation.
- B. The Employer and the Union agree that there shall be no discrimination in terms of wages, hours, workplace conduct, or any other terms and conditions of employment against any employee because of race, color, religion, sex, gender identity or expression, sexual orientation, chosen hairstyle, class background, pregnancy, childbirth or related medical condition, family responsibilities, marital, veteran or military status, national origin, immigration status, age, disability, genetic information, matriculation status, political affiliation or belief or any other classification protected by federal, D.C., Maryland, or Virginia law. This Agreement shall be enforced and maintained to all persons at every stage and condition of employment, including recruiting, hiring, training, promotion, transfer, discipline, layoff, and termination.
- C. The Employer agrees that it shall not discriminate against any of its employees because of Union or other protected concerted activity.
- D. The Employer agrees to engage in practices to promote diversity in the workforce.

ARTICLE 9 – EMPLOYEE DEFINITIONS

- A. Full-time. Employees who work a minimum 40-hour workweek on a regularly scheduled basis.
- B. Part-time. Employees who are regularly scheduled to work less than a 40-hour workweek.

ARTICLE 10 – SEASONAL EMPLOYEES

- A. The Employer operates some markets on a seasonal basis - Main Season, typically runs from Spring to Fall (the actual dates of operation vary by market) and a Winter Season (for applicable markets, usually November or December through early Spring). Not all markets operate during both seasons.
- B. Some employees are hired to work the Main Season and are not engaged to regularly work year-round. These employees shall be referred to as “seasonal market employees” but shall be covered by the terms of this Agreement.
- C. At the end of each seasonal market employee’s first Main Season, the Employer will complete an evaluation of each seasonal employee to determine whether they are eligible to work a future program season (“eligible seasonal market employee”).

The Employer will endeavor to complete the evaluations within four (4) weeks from the date the market that the seasonal market employee is assigned to closes. In order to resolve any dispute before the next Main Season, the Parties agree to expedite the arbitration of any seasonal market employee who files a grievance over their eligibility to work a future program season. Job assignments will be made in accordance with Article 13 “Job Selection” provisions.

- D. The Employer will complete an annual review of all seasonal market employees who return for the next subsequent season in accordance with the Employer’s annual review policy.
- E. Within one (1) week of the decision to retain the employee, the Employer will notify the Union in writing of the date the employee’s assignment ended. Within one (1) week of a seasonal employee’s return to work the following Main Season, the Employer will notify the Union in writing of the date the seasonal employee returned to work.
- F. Employees will not be charged dues or fair share fees nor be required to pay arrearages for weeks outside of the Main Season that they do not have a bargaining unit assignment.

ARTICLE 11 – SENIORITY

- A. For all purposes other than wages and layoffs, seniority is based on the employee’s date of hire or last date of rehire. For wages and layoffs, seniority shall be based on the date the employee began working in their current position. It is understood that no employee shall suffer a reduction in pay as a result of promotion into a new position within the bargaining unit. If there is a tie, then the employee who works the most service hours will be given the higher seniority, but if the employees work the same number of service hours, seniority will be decided by pulling the tied names from a hat observed by one disinterested witness.
- B. Seniority is broken when:
 - An employee voluntarily terminates their employment.
 - An employee is discharged for just cause.
 - An employee has not worked for the Employer for one (1) Main Season for any reason other than a leave of absence approved in writing.
 - An employee who has been laid off does not report for work within seven (7) days of mailing of registered notice to report to work mailed to the employee at the employee's last recorded address in the Employer’s personnel records.
 - An employee does not return from vacation or leave of absence on the scheduled date of return without providing notice.
 - An employee is absent from work on leave of any kind for twelve (12) consecutive months subject to applicable law.

ARTICLE 12 – POSTING OF POSITIONS

- A. All notices of promotion opportunities within the bargaining unit shall be posted conspicuously for seven (7) days before being made available to the public. The Employer will post notices of all other available positions within the bargaining unit within one (1) business day from when the positions are posted publicly.
- B. The Employer shall maintain an online document accessible to employees showing available open shifts.

ARTICLE 13 – JOB SELECTION

- A. Markets. In filling open market positions, the Employer will consider the following factors: the market needs, market location, employees' expressed preferences, seniority as defined in this Agreement, employee's/applicant's work performance as reflected in the employee's most recent employee evaluation, disciplinary record, effect on other market assignments, and scheduling flexibility. Generally, preference in filling open market positions will be given first to regular full-time employees, second to year-round regular part-time employees, third to eligible seasonal employees provided the aforesaid factors are met, and fourth to new hires and non-bargaining unit FRESHFARM employees.
- B. Special Projects. In assigning Special Projects for market teamwork, the Employer will consider the following: the specific qualifications and skills required for the project, seniority as defined in this Agreement, employees' work performance and experience, and employees' expressed preferences. Generally, preference in assigning special projects will be given first to regular full-time employees, second to year-round regular part-time employees, and third to eligible seasonal employees provided the aforesaid factors are met.
- C. Work Outside of Main Season. After the Main Season, the Employer typically will need to reduce employee work hours and reorganize staff assignments. Generally, preference in assigning work outside of the Main Season will be given first to regular full-time employees and second to year-round regular part-time employees who provided the following factors are met: the specific qualifications and skills required of the position, market needs, market location, employees' expressed preferences, seniority as defined in this Agreement, employees' work performance and experience, effect on other market assignments, and scheduling flexibility.
- D. The Parties agree there is no rule or policy that limits the number of shifts part-time employees may work. However, if the number of shifts the employee chooses to work would result in a reclassification of the employee to full time, the Employer reserves the right to deny the employee the shift assignment.
- E. The Employer shall complete an employee evaluation for all employees at least once per fifteen months. The Parties agree that disputes regarding employee evaluations shall be resolved through the Grievance and Arbitration provisions of this Agreement.

ARTICLE 14 – JUST CAUSE

- A. The Employer shall have the right to discharge or discipline any employee for just cause. No employee shall be discharged, disciplined, or discriminated against because of membership in the Union or for Union activities, provided the activities do not violate a provision of this Agreement or applicable law.
- B. While different offenses may warrant different levels of discipline, a general principle to be applied is that discipline should be progressive. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g., fraud, gross misconduct, theft, insubordination, violence or threatened violence, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the employee. In administering discipline, the Employer will consider the period of time that has expired since the issuance of past disciplinary action(s). The Employer reserves the right to combine or skip progressive steps, depending on the facts of each situation and the nature of the offense.
- C. Copies of all disciplinary notices shall be sent to the Union and placed in the employee's personnel file.

ARTICLE 15 – LAYOFFS AND RECALL

- A. This provision shall not apply to layoffs of seasonal employees after the Main Season.
- B. The Employer will make a reasonable effort to avoid involuntary staff reductions.
- C. In the event the Employer determines to reduce the workforce, employees will be laid off in reverse order of seniority in the position that is subject to the layoff and will be recalled in the reverse order of the layoff provided that the senior employee(s) possess the sufficient ability for the position.

ARTICLE 16 – SICK LEAVE

- A. All employees are eligible to receive paid Sick Leave.
- B. Effective January 1, 2025, Sick Leave will be accrued based on the number of hours worked (exclusive of overtime) during the calendar year. Sick leave accrual is at the rate of 1 hour for every 28.5 hours of work up to a maximum accrual of 73 hours. Hours worked for the purposes of Sick Leave accrual are the employee's regularly scheduled work hours including approved paid leave but do not include any overtime hours (time worked over 40 hours in a given week).
- C. Employees hired in 2024 after the effective date of this Agreement will be granted a pro rata amount of sick leave in accordance with current Employer policy.

- D. Employees begin accruing Sick Leave on their first day of employment. Employees can begin using Sick Leave after they have completed 90 days of employment.
- E. Sick Leave may be advanced before it has been accrued. An employee may be advanced up to their expected annual accrual under their current work schedule with the approval of both their supervisor and department director.
- F. Unused Sick Leave. Unused sick leave granted to employees in calendar year 2024 cannot be carried over into calendar year 2025. Beginning with sick leave accrual in 2025, Employees are permitted to carry-over up to 56 hours of unused accrued Sick Leave into the next calendar year.
- G. Employees will not be paid for unused Sick Leave upon termination of employment. If the employee is rehired within one year of termination, the employee's unused sick leave balance will be reinstated.

ARTICLE 17 – VACATION LEAVE

- A. All employees are eligible to receive Vacation Leave. Vacation Leave can be used for Vacation or personal paid time off.
- B. Effective January 1, 2024, Vacation Leave will be accrued based on the number of hours the employee works (exclusive of overtime) in accordance with the following accrual schedule:

Years of Service	Vacation Earned/Hours Worked	Maximum Annual Accrual
0 through 2 years	.0385 hrs./hour worked	80 hours (10 days)
3 through 5 years	.0577 hrs./hour worked	120 hours (15 days)
6+ years	.0769 hrs./hour worked	160 hours (20 days)

- C. The rate that employees accrue Vacation Leave is based on their employment anniversary date.
- D. Hours worked for the purposes of Vacation accrual are the employee's regularly scheduled work hours including approved paid leave but do not include any overtime hours (time worked over 40 hours in a given week).
- E. The Vacation Year is based on a 12-month calendar year, even though employee's accrual rate will change on their third and sixth year anniversary date during the course of the year when they reach the next accrual level. At the end of a calendar year, employees may carry over a maximum of 50% of unused Vacation Leave they

accrued during the calendar year. Employees hired during the calendar year may carry over up to 40 hours of unused accrued Vacation Leave into the next calendar year.

F. Advanced Vacation Leave.

1. Vacation Leave may be advanced before it has been accrued. Employees who have received a written disciplinary warning within the previous three (3) months are not eligible for Vacation Leave advances. The maximum amount of Vacation Leave that may be advanced annually is forty (40) hours. Both the employee's supervisor and Department Director must approve the advancement of Vacation Leave. Such approval shall not be unreasonably denied.
2. If employment is terminated by either the Employer or the employee before the employee earns the advanced Vacation Leave, the outstanding Vacation Leave balance will be deducted from the employee's final pay. If the final pay is insufficient to fully pay back the unearned advanced Vacation Leave, the employee will be responsible for paying the Employer the remaining amount due prior to their last day of employment.

G. Vacation Leave Payout. Employees who resign their employment must provide at least two (2) weeks' written notice of resignation to their supervisor and Human Resources to receive a pay out of their accrued, unused Vacation Leave. Employees who are terminated by the Employer for misconduct or for job abandonment (2 consecutive no call/no shows) are not entitled to receive any Vacation Leave pay out.

H. Employees are required to first use Vacation Leave for vacation and personal time not covered by other paid leave before the Employer will approve unpaid leave requests for vacation and personal time.

ARTICLE 18 – EDUCATION LEAVE

The Employer may grant non-seasonal employees who have been employed for at least one Main Season unpaid leave for an educational course or training in a recognized program of up to one (1) semester or sixteen (16) weeks of time. There is no guarantee that the employee will be assigned to the same position they held prior to going out on leave when they are ready to return to work following the completion of their education leave.

ARTICLE 19 – CELLPHONE REIMBURSEMENT

Employees shall receive a cellphone reimbursement of \$25 per month.

ARTICLE 20 – MARKET CONDITIONS

- A. Every market shall have a designated bathroom facility for employee use. If the designated bathroom is under private ownership, the Employer will obtain written confirmation that FRESHFARM staff are allowed to use the bathroom during the market shifts. The confirmation will include the location of the bathroom and the name and phone number of a manager or equivalent person with authority to confirm bathroom access. Market Staff, Market Operators, and Senior Market Operators will be able to access the confirmation through the How To Guide. Market Staff, Market Operators, and Senior Market Operators will notify management if the designated bathroom is inoperable or inaccessible. Management will make reasonable efforts to address the matter and if the matter cannot be resolved or the bathroom otherwise remains unavailable or inaccessible during the season, management will make reasonable efforts to secure an alternative bathroom before the next scheduled market date.
- B. Every market shall have at least one water jug and access to clean drinking water. Market operators shall be responsible for monitoring supplies and notifying the Operations Manager when they need to be replenished or replaced.
- C. The Employer will provide each employee who works the Main Season with a cooling towel once a year. Employees are responsible for laundering their cooling towel. The Employer will pay for the cost of hand and foot warmers during the Winter Season.
- D. Every market shall have a fully stocked and up to date first aid kit, including Naloxone (Narcan). Market Operators shall be responsible for monitoring the first aid kit and notifying their supervisor when supplies need to be replenished.
- E. Every Market Operator shall have access to an Employer-provided debit card to purchase supplies the Market Operator deems necessary to run the market within the supplies budget provided by management, provided that the Market Operator meets the debit card-related administrative deadlines. Every market shall be staffed with an on-site employee with an Employer-provided debit card.

ARTICLE 21 – HEALTH AND SAFETY

- A. For the purposes of this section, hazardous circumstances shall be defined as a hazardous condition created by natural phenomena or by human acts, including by way of example but not limited to, storm, flood, snow, fire, wildfire, earthquake, explosion, blizzard, public health emergency, release of toxic substances into the environment, riot or other civil disturbance or military or police operation, or any declared state of emergency.
- B. In the event an employee genuinely believes that performing a work assignment would expose the employee to a safety hazard that could cause serious physical harm or death or that traveling to or from their place of work could cause serious physical harm or death because of a hazardous circumstance, and that belief is

reasonable, before the employee may refuse to report to work and/or perform the assigned work, the employee must consult with their senior manager or designee about the safety matter. The employee shall explain the safety concern and identify the specific issue(s) that forms the basis of the concern. The manager will then consider possible corrective measures and, where necessary, take steps to address the employee's concern. If the employee is dissatisfied with the manager's response, the employee may appeal directly to the Head of Human Resources or their designee. Employees will not be subject to discharge or disciplinary action for refusing to perform the assigned work or reporting to work provided they comply with the steps set forth herein, the employee genuinely believes that an imminent danger exists, and a reasonable person would agree that there is a real danger of death or serious injury. Employees may use sick leave for working time missed in such circumstances, provided they comply with the procedures set forth herein.

- C. In the event the Union or any employee raises concerns regarding the safety of the work environment or a particular job assignment, there will be no retaliation of any kind against employees for raising such concerns. The Employer will meet with the Union at reasonable times upon request to address such issues.
- D. The Employer shall furnish and supply all of the necessary protective equipment that is required by federal, state or local law or designated by the Employer at no cost to the employee.
- E. The Employer shall train all employees in the use, handling and maintaining of all tools and equipment in the work area they are assigned.
- F. The Employer shall make available to the Union and to any worker who requests them all safety records pertaining to O.S.H.A. regulations, citations and lost time, accidents or illnesses that it is required to report to O.S.H.A. within five (5) days of receipt of such an infraction or occurrence of such accidents.
- G. The Employer strictly prohibits any threatening, intimidating, or abusive conduct by employees or members of the public. Employees are encouraged to utilize the de-escalation strategies they have been trained in to diffuse a situation. Employees are to report such conduct and suspicious individuals or activities as soon as possible to their supervisor, manager, or the on-call manager, who will address the matter.
- H. No employee shall be disciplined or penalized in any way for refusing to provide goods or render services to any customer, or for asking or insisting that a customer leave, or for barring a customer from entry if the employee reasonably believes that doing so will protect their own safety, the safety of one of their coworkers or vendors, or the safety of another customer.

ARTICLE 22 – UNION CARD

The Union agrees to furnish the Employer Union Store Cards for each of the Employer's markets. Such cards shall remain the property of the Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards in a conspicuous area accessible to the public in each market or worksite open to the public covered by this Agreement.

ARTICLE 23 – UNION VISITATION

An authorized Union representative shall be permitted to visit the Employer's markets during operating hours to ensure that the terms of this Agreement are being complied with. Such representative shall not interfere with employees in the performance of their duties.

ARTICLE 24 – DIGITAL BULLETIN BOARD AND COMPANY EMAIL

- A. The Employer shall designate a Slack channel or equivalent digital platform for the posting of notices of Union meetings, legal or contractual rights, elections, recreational and social affairs. Notices which are disparaging to the Employer may not be posted.
- B. Employees are allowed to use company email to conduct Union business, including, but not limited to, sharing information related to Union meetings, legal or contractual rights, elections, Union recreational and social affairs, and to investigate and process grievances.

ARTICLE 25 – CONTINUITY OF OPERATIONS

- A. No Strikes.
 - 1. During the term of this Agreement, the Union agrees that it shall not authorize, cause, induce, support, or condone any strike, picketing the Employer, sympathy strike, work stoppage, slowdown of work or walkout by any employees covered by this Agreement. It is further agreed that the honoring of a picket line shall not constitute a violation of this Section.
 - 2. Employees who engage in any such acts shall be deemed to have violated this Article 25, Section A and may be subject to discipline up to and including discharge.
 - 3. In the event of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work, the Union must, within twenty-four (24) hours of receiving notice from the Employer, publicly disavow the unauthorized action, post notices that such action is unauthorized, and order the employees to return to work immediately and notwithstanding the existence of any picket line.

B. No Lockouts.

During the term of this Agreement, the Employer shall not lockout any employees covered in this Agreement.

ARTICLE 26 – SUCCESSORS AND ASSIGNS

The Employer agrees that should the operations covered by this Agreement be sold, conveyed, or otherwise transferred or assigned to any successor, then the Employer shall make this Agreement known to the successor. Should the successor choose not to hire the bargaining unit employees covered hereunder, the Employer agrees to meet and confer with the Union over the effects of the sale, transfer, conveyance, or assignment. The Union will be given written notice by the Employer within five (5) days after any Agreement to sell or transfer the Company to any successor. Such notice will include the name of the new Employer, address and telephone number and the name, address, and telephone number of a contact person for the new Employer.

ARTICLE 27 – SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is held illegal by any board or court of competent jurisdiction, the Parties shall not be bound by the provision affected by the decision, but all other provisions shall continue in full force and effect.

ARTICLE 28 – TERM OF AGREEMENT

This Agreement and each of its Articles shall remain in full force and effect from [later date of ratification/approval by the Union and Employer’s Board] _____, 2024 until midnight _____, 2027. This Agreement shall be automatically renewed from year to year unless either Party gives written notice to modify or terminate Agreement at least sixty (60) days prior to the expiration date. Notice shall be served via hand delivery, overnight delivery service, or certified mail.

IN WITNESS WHEREOF, the Parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 400

By: _____
Mark P. Federici
President and International
Vice President

Date: _____

FOR: FRESHFARM MARKETS, INC.

By: _____
Hugo Mogollon
Executive Director

Date: _____

SCHEDULE A – WAGES

A. Market Staff

Tenure*	CBA Yr. 1 Effective June 1, 2024	CBA Yr. 2 Effective CBA Anniversary Date	CBA Yr. 3 Effective CBA Anniversary Date
No experience	\$20.15	\$20.30	\$20.45
1	\$20.50	\$20.65	\$20.80
2	\$20.85	\$21	\$21.15
3 and thereafter	\$21	\$21.15	\$21.30

B. Market Operators

Tenure*	CBA Yr. 1	CBA Yr. 2	CBA Yr. 3
No experience	\$21	\$21.15	\$21.30
1	\$21.50	\$21.65	\$21.80
2	\$22	\$22.15	\$22.30
3 and thereafter	\$22.15	\$22.30	\$22.45

C. Senior Market Operators

Tenure*	CBA Yr. 1	CBA Yr. 2	CBA Yr. 3
No experience	\$50,000	\$50,500	\$51,000
1	\$51,000	\$51,500	\$52,000
2	\$52,000	\$52,500	\$53,000
3 and thereafter	\$53,000	\$53,500	\$54,000

*Tenure is based on years in the position

D. Applicable to All Employees

1. Employees shall receive their step increase on their employment anniversary.
2. Employees who are professionally fluent in Spanish or Mandarin shall receive an additional pay as follows:
 - a. \$.35/hour for Market Staff and Market Operators
 - b. \$750 addition to annual salary for Senior Market Operators,
 - c. Employees will be required to pass a conversational fluency test to receive the pay differential.

SIDE LETTER – WAGES

Employees employed as of the date of ratification shall receive the greater of two percent (2%) or the annual contractual increase for each year of this Agreement. This does not apply to any rate changes based on tenure.

AGREED to by the authorized representatives of the Employer and Union as signatures executed hereto as follows:

FOR THE UNION:

FOR THE EMPLOYER:

Mark P. Federici
UFCW Local 400 President and
International Vice President

Hugo Mogollon
Executive Director

Date
