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**ACKNOWLEDGEMENT OF
TENTATIVE AGREEMENT**

BETWEEN

UFCW LOCAL 400

AND

MOM's ORGANIC MARKET

COLLEGE PARK, MD

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**ACKNOWLEDGMENT OF TENTATIVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN UFCW LOCAL 400
AND
MOM's ORGANIC MARKET - COLLEGE PARK**

By affixing their signatures hereto, the parties agree that on March 31, 2025, they reached and agreed to a tentative Collective Bargaining Agreement for a duration of three (3) years, commencing on [RATIFICATION DATE] up to and including [THREE YEARS FROM RATIFICATION DATE].

The tentative agreement covers and sets forth the unit employees' wages, hours, working conditions and other appropriate terms and conditions of employment. Proposals not agreed to are considered withdrawn by both parties.

Ministerial or other acts may be taken in regard to the typing, copying, proof-reading, correction of clerical type errors or other acts of a like or similar nature.

All agreements are considered tentative until ratified by the membership.

UFCW Local 400

MOM's Organic Market – College Park, MD

By: _____

By: _____

Name: John Lee

Name: Eric Yetta

Title: Director of Collective Bargaining

Title: Chief Operating Officer

Date: _____

Date: _____

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PREAMBLE

This Agreement is made and entered into by and between MOM's Organic Market, 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") in regard to the Employer's store located at 9801 Rhode Island Avenue, College Park, Maryland 20740.

ARTICLE 1 RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time MOM's Team Members (MTMs) employed by the Employer at its store located at 9801 Rhode Island Avenue, College Park, Maryland 20740 ("College Park store"). Excluded from the unit are all other employees, professional employees, temporary employees, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act, 29 U.S.C. § 151 et seq.

Section 2. All references in this Agreement to "employees" or other such terms shall be interpreted to refer solely to MOM's Team Members (MTMs) employed by the Employer at the College Park store, unless expressly stated otherwise.

Section 3. In the event the Employer relocates the College Park store to a location within a five (5) mile radius of the address listed in Section 1 of this Article, the Employer agrees to recognize the Union as the sole and exclusive representative for all full-time and regular part-time MTMs at the new location. The parties recognize that this provision shall not apply or require the Employer to extend recognition to the Union in regard to any stores that are already in operation when the College Park store located at 9801 Rhode Island Avenue permanently closes, or to any store that opens more than six (6) months after the College Park store located at 9801 Rhode Island Avenue permanently closes.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. As a condition of continued employment, all current employees who are covered by this Agreement shall, within thirty-one (31) days after the effective or execution date of this Agreement, whichever is later, become and remain members in good standing of the Union or pay a fair share fee.

As a condition of continued employment, all employees hired after the effective or execution date of this Agreement, whichever is later, who are covered by this Agreement shall, within thirty-one (31) days of becoming employed, become Union members or pay a fair share fee.

The above provisions shall only be applied in accordance with, and to the extent permitted by, applicable law.

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Where an employee has not complied with the requirements of this Article, the Union shall notify the affected employee in writing of the employee's failure (with a copy to the Employer) and shall afford the employee at least thirty (30) days from receipt of such notice in which to comply.

If said employee does not comply with the provisions of this Article within thirty (30) days after receiving the notice referenced above, the employee shall be promptly terminated upon certification from an authorized Union representative to the Employer that all legally required notices have been provided to the employee and that the employee nonetheless has failed to comply with the requirements of this Article.

Section 2. **Dues Deductions.** The Employer shall deduct monthly Union dues and initiation fees from the pay of all bargaining unit members who voluntarily submit to the Employer a written, signed authorization for such deductions in accordance with applicable law. Only regular monthly Union dues (including arrearages) and initiation fees will be subject to this provision. Fines and any amounts other than dues, arrearages and initiation fees shall not be included in the Employer's withholding obligation. In the case of arrearages, the Employer shall have no withholding obligation until the paycheck for the first full pay period that is at least fourteen (14) days after receipt of written notice from the Union setting forth the employee and the amount of the arrearage to be withheld.

The Employer shall have no obligation to make the deductions described in this Section if the amount of the Employee's paycheck is less than or equal to the amount of the deduction. The Employer's withholding obligation shall terminate automatically upon (i) receipt of a revocation of the employee's dues withholding authorization, (ii) the termination of the employee's employment or (iii) the transfer of an employee to a job classification outside the bargaining unit.

The Union shall timely notify the General Manager in writing of the amounts to be withheld and the location where such amounts should be sent no less than thirty (30) days prior to the date on which such amounts are to be withheld. Immediately upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted and shall provide the Employer with confirmation of its receipt of all such payments (including the amount). Such deductions must be remitted to the Union on or before the twentieth (20) day of the month following the month in which such funds are deducted.

Section 3. The Employer shall not have any liability to the Union for errors committed by a third party in transmittal or delivery of dues. The Employer shall make good faith efforts to comply with this provision. Under no circumstances shall the Employer have any direct financial liability to the Union, with the sole exception of cases in which the Employer withholds dues from employees and does not turn such withheld amounts over to the Union. Relief for any alleged breach of this Article shall be limited to an affirmative order requiring future compliance and/or withholding of additional amounts from one or more employees, or disgorgement of dues that the Employer has withheld but not turned over to the Union in a timely fashion (in cases in which the Employer withholds dues from employees and does not turn such withheld amounts over to the Union).

Section 4. The Employer shall provide the Union with a seniority list once per calendar month. The seniority list will be provided in an electronic format and will include the following

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information (provided it is known to the Employer and retained in Employer records) for all bargaining unit employees who are current as of the date that the list is prepared:

- Name
- Date of hire
- Status (*i.e.*, full-time or part-time)
- Rate of pay (hourly or salary)
- Home address
- Mobile phone number
- Personal email

Section 5. **Union Indemnification of Employer.** The Union agrees to indemnify, defend, and save the Employer and any of its agents harmless against any and all charges, claims, demands, suits, causes of action, judgments and other forms of liability asserted, brought or issued against the Employer that may arise out of, or by reason of any action or omission by the Employer under or for the purpose of complying with any of the provisions of this Article or in reliance on any notice or authorization form furnished by the Union under any provision of this Article, except for damages resulting from actions taken by the Employer that are in direct conflict with specific written instructions received from the Union. The Union shall furthermore compensate the Employer for any costs or fees that the Employer incurs (including, without limitation, attorneys' fees) as a result of such claims, demands, *etc.* or as a result of the Employer seeking enforcement of the Union's indemnification obligation under this Article.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. It is understood by the parties that the negotiations resulting in this Agreement provided ample opportunity for all matters to be raised and considered. Accordingly, for purposes of this Article and the extent of management's authority under it, this Agreement shall not be construed to modify or restrict any matter not specifically set forth, modified or restricted by the Agreement's language. Rather, any matter not addressed specifically in this Agreement shall be deemed to fall within the sole authority of management in accordance with this Article. Except to the extent explicitly abridged by this Agreement, the Employer retains, solely and exclusively, all rights, powers and authority exercised or possessed by it prior to the execution of this Agreement and shall have the exclusive right to exercise all said rights, powers and authority in the management of the store and the direction of the workforce, except as otherwise specifically provided in this Agreement.

Section 2. Examples of the Employer's right to manage its business shall include, but not be limited to, the sole and exclusive right to:

- A. Direct and manage the operations of the Employer;
- B. Establish the qualifications for hire, select who to hire, and determine and change the number of employees to employ;
- C. Manage, operate, expand, open, close, combine or relocate any store, department, area, unit or other location, including those in which bargaining unit employees

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perform work, and to adjust the layout or environment of any such store, department, area, unit or other location;

- D. Determine and change the number of employees assigned to any particular job or shift;
- E. Assign employees to perform any work, duties, or jobs, and assign employees to a store or other work location, and change such assignments;
- F. Schedule and direct the work force;
- G. Determine, establish, modify or change schedules, working hours, and overtime;
- H. Promote, layoff, or recall employees;
- I. Demote, discipline and discharge non-probationary employees for just cause;
- J. Demote, discipline and discharge probationary employees with or without just cause;
- K. Discontinue, enlarge, reduce, or revise functions performed by employees;
- L. Determine and change the methods, procedures, materials, equipment, machinery, technology and operations to be utilized by employees;
- M. Determine and change the products to sell, the inventory and pricing of products, product delivery schedules, the scope of the Employer's business and the services to provide;
- N. Collect and store employee fingerprints for clocking in and clocking out, logging in and out of cash registers, use of the employee discount, and other such work-related purposes;
- O. Determine and change security and surveillance equipment, technology, and personnel to utilize;
- P. Establish, implement, conduct, modify, terminate, and determine the content of training programs and require participation by bargaining unit employees;
- Q. Create, modify, combine or abolish job classifications, in whole or in part, provided such right is not used to abolish the bargaining unit;
- R. Adopt, apply, abolish, amend, and enforce reasonable policies, forms, rules, processes, standards, and other types of regulations and requirements regarding attendance, appearance and cleanliness standards, discipline, use of paid and unpaid time off, property and equipment protection, scheduling, safety, and any other matters concerning employment and/or conditions of employment except to the

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extent that such employment conditions are explicitly provided for in this Agreement;

- S. Introduce new and improved methods of operations;
- T. Set standards for job performance;
- U. Enforce reasonable work, productivity and quality standards;
- V. Evaluate employees' performance and productivity; and
- W. Provide, change or eliminate additional compensation or benefits of any kind (including, without limitation, incentive programs) to bargaining unit employees over and above those agreed to herein and determine the amount and character thereof.

Section 3. The foregoing enumeration of the Employer's rights shall not be deemed to exclude other preexisting rights which do not conflict with the provisions of this Agreement, and nothing in this Article shall be deemed to limit the Employer in the exercise of customary and recognized functions and prerogatives of management. Moreover, the Employer's exercise of its retained rights in a particular manner shall not be deemed to preclude the Employer from exercising such rights differently in the future, and the Employer's non-exercise of its retained rights shall not be deemed a waiver of its ability to exercise such rights within the limitations imposed by this Agreement and applicable law.

Section 4. The operation and/or use of any equipment and/or the providing of any service or assistance to customers shall not be subject to or become the exclusive jurisdiction of the bargaining unit.

ARTICLE 4 ATTENDANCE

Section 1. The parties recognize that satisfactory employee attendance is critical to customer service. Accordingly, the parties have agreed upon the following attendance program to provide progressive counseling for non-probationary employees whose attendance falls below an acceptable standard. Notwithstanding this Article, probationary employees shall remain subject to discipline (up to and including discharge) at the Employer's discretion, including (without limitation) in regard to attendance issues.

This Article will be construed in accordance with all applicable laws and governmental regulations.

Section 2. Employees who are unable to work any scheduled shift or who are unable to report for work at their scheduled start time must notify the Employer by speaking to a Manager on Duty ("MOD") no less than one (1) hour prior to the employee's scheduled start time. Voicemails, texts, and emails shall not be sufficient. Employees furthermore must report their own absences and tardiness, and shall not be permitted to provide notification through another individual.

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Except where otherwise required by law or in cases of an approved leave of absence, employees who will be absent for multiple scheduled shifts must call in to report each absence separately.

Section 3. Employees will be assessed points for attendance violations according to the chart set forth below. For purposes of the following chart:

- “Proper notification” shall mean reporting an absence or tardiness by speaking to an MOD no less than one (1) hour prior to the employee’s scheduled start time.
- “No-call/no-show” shall mean a failure to report for work within one (1) hour of the employee’s scheduled start time without reporting the absence or tardiness by speaking to an MOD within one (1) hour after the employee’s scheduled start time.

Type of Infraction	Points assigned
11 – 30 minutes late*	0.50
31 – 60 minutes late	1.0
61 – 300 minutes late with proper notification	1.5
O = Call out or more than 300 minutes late, with proper notification	2.0
OPV = (Out Policy Violation) - Call out or more than 60 minutes late without proper notification, but speaking to an MOD within one (1) hour <i>after</i> the employee’s scheduled start time.	3.0
LE = Leaving prior to scheduled end time without prior written approval from manager	1.0
NCNSW = No-call/no-show but working at least half of the employee’s scheduled hours.	4.0
NCNS = No-call/no-show and not working at least half of the employee’s scheduled hours.	12.0

* The ten (10) minute grace period is intended for occasional use where unforeseen circumstances preclude an employee from starting work at the scheduled time, and is not intended to permit an ongoing pattern of behavior. Accordingly, an employee who uses the

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grace period three (3) times in thirty (30) days will receive 1.5 points for the third use of the grace period.

Attendance points will remain on an employee's record for twelve (12) months from the date of issuance. Where an employee requests time off of more than two (2) consecutive weeks (including, without limitation, a leave of absence of any kind), the twelve (12) month period will be extended by the length of the time-off period.

Section 4. The Employer shall be deemed to have just cause to discipline employees for accumulation of attendance points according to the following:

Accumulated Points	Level of Discipline
8 points	Written warning
10 points	Final warning
13 points	Termination

Section 5. Employees who are absent for two consecutive shifts without notification will be considered to have voluntarily resigned.

**ARTICLE 5
TRANSFERS**

Requests from bargaining unit employees to transfer to other stores will be considered at the discretion of the Employer. The Employer will notify an employee as promptly as possible once a decision concerning a transfer request has been made.

**ARTICLE 6
WORKWEEK, SCHEDULING AND OVERTIME**

Section 1. All work over forty (40) hours in any one (1) workweek shall be compensated at time and one half (1½) the employee's regular rate. Only hours actually worked will be counted for the purposes of overtime calculations. There shall be no pyramiding of premium rates. Only one premium shall apply to each hour worked. No employee shall be disciplined for refusal to work unreasonable overtime. A refusal or failure to work reasonable, mandated overtime will be treated as an attendance violation in accordance with Article 4 (Attendance). Employees will be charged the appropriate number of attendance points based on the amount of notice that the employee provides of the refusal or failure.

Section 2. Except in cases where necessary to meet the offer-of-hours guarantee in Section 6 of this Article or in cases where required hours would otherwise go unfilled, employees will be scheduled with at least ten (10) hours between shifts. Nothing in this Agreement shall be construed, however, to preclude the Employer from scheduling an employee with less than ten (10) hours between shifts where the employee agrees to such scheduling.

Section 3. Except in cases where necessary to meet the offer-of-hours guarantee in Section 6 of this Article or in cases where required hours would otherwise go unfilled, the normal work week for full-time employees shall include two (2) days off, unless the employee requests additional

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workdays. Nothing in this Agreement shall be construed, however, to preclude the Employer from scheduling an employee with less than two (2) days off in a work week where the employee agrees to such scheduling.

Section 4. The Employer may schedule employees to work overtime when necessary. The Employer shall have the right to assign and require employees to work additional hours (including overtime) beyond those scheduled in cases where such additional hours are justified by business necessity. While the Employer shall have discretion to schedule and/or assign such hours (including overtime), the Employer shall endeavor to assign such hours as equitably as possible (taking into consideration seniority, employee availability, employees' previously scheduled hours, the number of additional hours to be offered, discipline at the final step prior to termination as provided in Article 14 (Discipline and Discharge), attendance record, training, avoidance of overtime premiums, the time needed for the employee to report) among qualified employees.

Section 5. Employees shall be entitled to one (1) thirty (30) minute unpaid meal break for shifts longer than six (6) hours. Employees will be permitted to take reasonable breaks consistent with current practices during their shift. Employees must obtain the permission of a manager prior to taking a break (including, without limitation, a meal break).

Section 6. **Scheduling.**

- A. On Tuesday two (2) weeks prior to the scheduled workweek, the schedule will be made available for employees to view. Said schedule will include the employee's names, starting times and ending times.
- B. Requests for time off must be submitted no less than two (2) weeks prior to the posting of the schedule for the week in which the time off is requested.
- C. **Full-Time Employees.** Full-time employees are those employees who worked an average of at least thirty (30) hours per week during the Employer's most recent benefit measurement period (which currently runs from August 1 through July 31 of the following year).
 - 1. **Full-Time Minimum Availability Requirements.** Full-time employees must provide at least seventy (70) hours of availability each week, including at least twenty (20) hours of total availability on Saturdays and/or Sundays or no restrictions on availability on either Saturday or Sunday.
 - 2. **Full-Time Offer-Of-Hours Guarantee For Above-Minimum Availability.** Regular full-time employees who provide at least eighty (80) hours of availability over five (5) days each week, with no restrictions on either Saturday or Sunday, shall be offered not less than thirty-five (35) hours of work per workweek, provided sufficient work is available. Full-time employees who use paid time off during the week will have such paid time counted toward their thirty-five (35) hours, provided they request the time off in accordance with Employer policy. Otherwise, full-time employees who request time off during a week (including call-offs) or who place any restrictions on their availability other than those referenced in this

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Subparagraph C.2 will forfeit this offer-of-hours guarantee for that week. The offer-of-hours guarantee is furthermore contingent upon there being no condition beyond the Employer's control which prevents or interferes with the normal operation of the business.

- D. **Part-Time Employees.** Part-time employees are those employees who worked an average of less than thirty (30) hours per week during the Employer's most recent benefit measurement period (which currently runs from August 1 through July 31 of the following year).
 - 1. **Part-Time Minimum Availability Requirements.** Part-time employees must provide at least thirty-five (35) hours of availability each week, including at least eighteen (18) hours of total availability on Saturdays and/or Sundays or no restrictions on availability on either Saturday or Sunday.
 - 2. **Part-Time Offer-Of-Hours Guarantee For Above-Minimum Availability.** Regular part-time employees who provide at least forty (40) hours of availability each week, including at least twenty (20) hours of total availability on Saturdays and Sundays or no restrictions on availability on either Saturday or Sunday, shall be offered not less than sixteen (16) hours of work per workweek, provided sufficient work is available. Part-time employees who use paid time off during the week will have such paid time counted toward their sixteen (16) hours, provided they request the time off in accordance with Employer policy. Otherwise, part-time employees who request time off during a week (including call-offs) or who place any restrictions on their availability other than those referenced in this Subparagraph D.2 will forfeit this offer-of-hours guarantee for that week. The offer-of-hours guarantee is furthermore contingent upon there being no condition beyond the Employer's control which prevents or interferes with the normal operation of the business.
- E. All employee requests to change their availability shall be subject to the approval of the Employer, in its discretion.
- F. Notwithstanding any other provision of this Agreement, all employees must work at least fifteen (15) hours per week, with the following exceptions: (a) pre-approved paid leave/leaves of absence, (b) use of leave protected under the Maryland Healthy Working Families Act, (c) instances in which the employee makes themselves available as required in Section 6, Paragraphs C and D of this Article and the Employer does not schedule the employee for the minimum number of hours, and (d) mutual agreement between the Employer and the employee.

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**ARTICLE 7
WAGES**

Employees shall receive the following minimum increases in their base hourly rates:

- First full pay period of February 2026 3%
- First full pay period of February 2027 3%

Bargaining unit employees will only be eligible for one wage increase in any rolling twelve-month period.

The Employer shall have the right, in its discretion, to determine the starting rate for bargaining unit positions, but shall not start bargaining unit employees at a rate of less than \$16.00/hour.

Pay rates for bargaining unit employees will be capped at a minimum of \$27.00/hour. The Employer shall have the right, in its discretion, to increase or decrease the cap on pay rates during the term of this Agreement, provided that in no event will the cap be decreased below \$27.00/hour. Employees who reach the cap on bargaining unit pay rates will not be eligible for further automatic increases unless and until the cap increases.

The Employer may, in its discretion, grant further increases in individual cases beyond those set forth above, including increases above the pay cap. The Employer's decision on whether to grant such increases and the amounts of such individual increases shall not be subject to the grievance/arbitration procedure set forth in Article 15 (Grievance/Arbitration Procedure).

It is understood that no wage increases of any kind shall be owed following expiration of this Agreement, except to the extent that such wage increases are required under a successor agreement.

All hours worked on Saturday and Sunday will be subject to a \$4.00/hour weekend differential above an employee's regular hourly rate.

To the extent that the Employer offers a "Green Benefits" package to all other hourly MTMs employed at the Employer's other locations, the Employer will offer such "Green Benefits" package to bargaining unit employees to the same extent and on the same terms (including, without limitation, the particular benefits provided, the eligibility requirements for such benefits, the processes and requirements for applying for such benefits, the time limits associated with such benefits and the documentation required for payment of such benefits) that such benefits are available to all other hourly MTMs employed at the Employer's other locations. Notwithstanding the above provision, bargaining unit employees shall not be entitled to any "Green Benefits" (or terms that are associated with such benefits) that are provided to hourly MTMs employed at other Employer stores to the extent that such benefits or benefit terms are offered in compliance with a statute, regulation, ordinance, contract, etc. that is not applicable to the College Park store.

The Employer will have the right to change or eliminate the "Green Benefits" package and/or any or all of the benefits associated with the "Green Benefits" package at any time.

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**ARTICLE 8
ABSENCE PAY/PAID LEAVES**

Section 1. Absence Pay.

A. Accrual.

1. Bargaining unit employees will accrue Absence Pay hours from the start of employment on a per-pay period basis based on actual hours worked, according to the following chart:

Completed Years of Service	Accrual Rate	Maximum Annual Accrual	Maximum Absence Pay Bank
Less than 1 completed year	Actual Hours Worked x 0.033	40 hours	40 hours
1-3 completed years	Actual Hours Worked x 0.039	80 hours	160 hours
4 completed years or more	Actual Hours Worked x 0.058	120 hours	240 hours

2. An employee's earned Absence Pay hours will be considered "accrued" and credited to their Absence Pay bank for purposes of this Article upon issuance of the paycheck for the pay period in which the Absence Pay hours were accrued. An employee who reaches a higher Absence Pay accrual rate based upon their completed years of service will begin accruing at the higher rate in the pay period after reaching the relevant completed-years-of-service threshold.
3. Absence Pay is accrued on a calendar year basis (*i.e.*, January 1 through December 31). An employee whose Absence Pay bank reaches the applicable maximum will not accrue further Absence Pay hours until their bank drops below the applicable maximum.

B. Usage.

1. Absence Pay hours may only be taken by active employees after ninety (90) days of continuous employment and shall require prior management approval except where otherwise required by law. Requested Absence Pay plus any hours actually worked or otherwise paid may not total more than 40 hours in the same workweek.
2. Where the need for time off is foreseeable, requests for Absence Pay usage must be submitted in writing as specified by Employer policy no less than seven (7) days prior to the date that the schedule for the workweek in which the time off is requested will be made available for employees to view. Where the need for time off is not foreseeable, the employee must provide

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as much notice as possible. To the fullest extent permitted by applicable law, the Employer reserves the right to require documentation (including medical documentation) establishing that the need for time off was unforeseeable.

3. Except where otherwise required by law, Absence Pay requests will be approved at the Employer's discretion based on factors such as business needs, available staff coverage, blackout periods during peak times, special projects, *etc.*
4. Employees with at least one (1) completed year of service who voluntarily resign from the Employer with at least three (3) weeks' notice will be paid out any accrued, unused Absence Pay hours up to a maximum of eighty (80) hours. Except where otherwise required by law, employees will not be eligible to take Absence Pay hours once they submit a notice of resignation.
5. The Employer will allow employees to use available, accrued Absence Pay hours to cover the remainder of a shift where the Employer sends the employee home early due to lack of work. Employees will be required to use available Absence Pay hours concurrently with any leave of absence that would otherwise be unpaid, including, without limitation, leaves taken under the Family and Medical Leave Act.
6. Employees may only use the accrued Absence Pay hours in their Absence Pay bank and will not be permitted to borrow against future Absence Pay accruals or to have a negative balance in their Absence Pay bank.
7. Absence Pay hours shall be paid at the employee's regular, straight-time rate. Absence Pay hours shall not count as hours worked for any purpose, including (without limitation) toward eligibility for overtime premiums.
8. Absence Pay hours cannot be cashed out in lieu of time off.
9. Absence Pay may be used in one (1) hour increments.
10. In instances where Absence Pay requests are submitted on the same date by two or more bargaining unit employees, seniority within the bargaining unit shall prevail.

Section 2. Other Paid Leaves.

The Employer will make other forms of paid leave available to bargaining unit employees to the same extent and on the same terms (including, without limitation, the amount of paid time off to be provided, the accrual rates for paid time off, the manner in which such accruals are calculated and credited, the maximums applicable to such accruals, the time and manner in which the paid time off is to be requested and taken, the approval of such requests, the eligibility criteria applicable to the use of paid time off, the manner in which such time is paid out after use, the requirements concerning the use of paid time off to cover leaves of absence, and the circumstances in which

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accrued, unused paid time off is paid out upon separation) that such paid time off is offered to all other hourly MTMs employed by the Employer at other locations. Notwithstanding the above provision, bargaining unit employees shall not be entitled to any paid leave benefits (or terms that are associated with such benefits) that are provided to hourly MTMs employed at other Employer stores to the extent that such paid leave benefits or benefit terms are offered in compliance with a statute, regulation, ordinance, contract, etc. that is not applicable to the College Park store.

The Employer may, in its discretion, modify, increase, reduce or eliminate such paid leave benefits (other than Absence Pay) for bargaining unit employees, and/or otherwise alter the applicable terms and conditions, provided such changes apply equally to all other hourly MTMs employed by the Employer at other locations.

Section 3. Hours Worked Exclusion.

Hours paid under this Article shall not count as hours worked for any purpose, including (without limitation) toward eligibility for overtime premiums.

Section 4. Legal Compliance.

This Article will be construed and applied in accordance with all applicable laws. The parties specifically recognize and agree that the paid leave accrued under this Article shall be in satisfaction of and compliance with the Employer's obligation to provide paid time off under the Maryland Healthy Working Families Act and any other applicable law, ordinance, regulation or other legal obligation that the Employer may presently have or that may be imposed in the future, to the fullest extent permitted.

ARTICLE 9 HOLIDAYS

Section 1. Bargaining unit employees will earn an additional \$5 per hour above their regular hourly rate for hours worked on the following holidays:

- New Years Day
- Martin Luther King Jr. Day
- Memorial Day
- July 4th
- Labor Day
- The day before Thanksgiving
- The day after Thanksgiving
- Christmas Eve
- The day after Christmas

Section 2. Should the Employer choose to open the store for Thanksgiving Day and/or Christmas Day in any year of this Agreement, the Employer will announce its intention to open the store no less than four (4) weeks prior to the holiday. Employees shall have the opportunity to volunteer to be scheduled to work. If the Employer does not have a sufficient number of capable volunteers by the Sunday of the second week prior to the workweek in which the holiday falls, the Employer shall have the right to schedule employees to work by inverse seniority (subject to

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employees having been trained). Work performed on such holiday shall be paid at the above holiday differential of \$5 per hour.

Section 3. If a holiday listed above falls on a weekend, employees will receive the \$5/hour holiday differential rather than a weekend differential. There shall not be any pyramiding of the weekend differential and the holiday differential.

ARTICLE 10 SENIORITY

Section 1. Seniority shall be measured from the employee's most recent date of hire with the Employer. Where two or more employees have the same most recent date of hire, the employees' seniority order shall be determined by employee number, with the lower number considered more senior.

Section 2. Probationary Employees. Employees shall be in probationary status for the first ninety (90) calendar days of employment following the date of hire. The Employer may extend an employee's probationary period for an additional thirty (30) days by mutual agreement with the Union. It is agreed that the Employer's failure to evaluate a probationary employee's performance within the ninety (90) day probationary period shall not be grounds for an extension. Probationary employees shall not have seniority rights for the duration of their probationary status. Probationary employees may be disciplined, discharged or otherwise separated without the need to establish just cause.

Section 3. Seniority is broken when:

- A. An employee voluntarily terminates their employment;
- B. An employee is discharged for just cause;
- C. An employee does not return to work on the day following the termination of an approved leave of absence and does not obtain prior approval for an extension of such leave;
- D. An employee is absent for two consecutive shifts without notification to the Employer;
- E. An employee is in layoff status for more than twelve (12) months from the date of layoff; and/or
- F. An employee does not work for a period of twelve (12) months, regardless of the reason.

ARTICLE 11 LAYOFFS & RECALL

Section 1. When the Employer determines that a layoff is necessary, probationary employees shall be laid off first in any order that the Employer deems appropriate. Probationary employees shall have no recall rights and the Employer shall have no responsibility for the recall or rehiring of probationary employees if they are laid off or discharged during the probationary period.

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If the Employer determines that further reductions are necessary, part-time employees shall be laid off first by the total number of hours of availability. Where the total number of hours of availability is equal, part-time employees shall be laid off by the total number of hours of weekend availability. Where the total number of hours of weekend availability is equal, part-time employees will be laid off based on active attendance discipline in the employees' respective files. Where attendance discipline is equal, part-time employees will be laid off in reverse order of seniority.

If the Employer determines that further reductions are necessary, full-time employees shall be laid off first by the total number of hours of availability. Where the total number of hours of availability is equal, full-time employees shall be laid off by the total number of hours of weekend availability. Where the total number of hours of weekend availability is equal, full-time employees will be laid off based on active attendance discipline in the employees' respective files. Where attendance discipline is equal, full-time employees will be laid off in reverse order of seniority.

Section 2. Employees in layoff status will retain seniority/recall rights for twelve (12) months from the date of layoff. Employees in layoff status for more than twelve (12) months from the date of layoff shall have their seniority terminated and shall have no further recall rights.

Section 3. If and when recall takes place, all laid off employees who have retained their seniority shall be contacted by electronic mail to their last known email address on file with the Employer, in reverse order in which they were laid off, provided the employee to be recalled is qualified to perform the available work. Each employee shall be responsible for ensuring that the Employer has their current email address on file. The Employer shall have no further notification obligation in the event that a recall notice is returned as undeliverable. If an employee to be recalled is not qualified to perform the available work, they shall be skipped but shall retain the balance of their recall rights.

After sending a recall notice, the Employer shall allow each recalled employee a minimum of three (3) calendar days to respond to the recall notice and five (5) calendar days to report back to work. The three (3) day response time is included in the five (5) days to report to work. Any employee who declines or fails to respond to the recall notice or who fails to report for work within five (5) days following notice of recall shall forfeit their recall rights and shall have their seniority terminated. However, where extenuating circumstances preclude an employee from responding to a recall notice or reporting to work within the time limits provided above and the employee notifies the Employer at the earliest opportunity of their desire to remain eligible for recall, the employee shall be skipped but shall retain the balance of their recall rights.

ARTICLE 12 HEALTH AND SAFETY

Section 1. The Employer recognizes the importance of a safe and healthy workplace. The Employer will comply with all applicable laws and regulations concerning workplace health and safety. Claimed violations of this Article may be grieved as provided in Article 15 (Grievance/Arbitration Procedure). However, recognizing that arbitrators' expertise lies in contract interpretation rather than resolution of regulatory issues, such grievances alleging violations of regulations promulgated by the United States Occupational Safety and Health Administration or similar state or local agencies shall not be subject to arbitration.

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Section 2. The Employer strictly prohibits any threatening, intimidating, or abusive conduct by employees or members of the public. An employee reporting such behavior or participating in an investigation can do so without fear of reprisal. An employee engaging in such behavior shall be subject to immediate discharge.

ARTICLE 13 UNION ACCESS, BULLETIN BOARD AND LEAVE

Section 1. An authorized Union representative shall be permitted to visit public areas of the Employer's College Park store during hours that the store is open to the public, for the purpose of ensuring that the terms of this Agreement are being complied with. Such representative shall notify the Manager on Duty (MOD) upon arriving at the store and shall not interrupt or interfere with the Employer's operation. In the event a Union representative wishes to access non-public areas of the Employer's College Park Store or meet with the Manager on Duty, the Union representative shall provide twenty-four hours' prior notice to the General Manager.

The Union representative will not engage in conversations with employees who are clocked in during any visitation of the College Park Store, regardless of whether the Union representative is in a public or non-public area.

Abuse of this access provision shall be cause for suspension of visitation rights until such time as the Employer and the Union are able to agree upon the conditions under which visitation may resume.

Section 2. The Union shall be allowed to post notices concerning official Union business on a lockable bulletin board to be provided by the Union that will be hung in the employee breakroom. Such postings shall not be critical of the Employer and shall not contain any material or statements that would be offensive to a reasonable person. The Union shall indemnify, defend and hold the Employer and any of its agents harmless against any claims, demands, suits, and/or any other form of liability asserted by employees or third parties that may arise out of, or by reason of, any material posted on the Union bulletin board by the Union and/or with the Union's authorization or ratification.

Section 3. Any member of the bargaining unit who is elected to serve as a Union Vice President shall be given unpaid time off not to exceed four (4) hours per month to attend the Union's monthly Executive Board meeting, provided such bargaining unit member notifies the General Manager of the need for the time off at least four (4) weeks prior to the date on which the time off is requested.

Section 4. Any bargaining unit employee who has been employed in a bargaining unit position for at least two (2) complete and continuous years who is selected for a Union activity shall be granted a leave of absence upon written request by the Union for up to three (3) months. The Union agrees to provide sixty (60) calendar days' advance notice in writing for such requests. Such notice shall include the duration of the requested leave. Any extensions of the leave beyond the duration provided in the notice shall be by mutual agreement only. Employees on leave under this provision shall not accrue or be eligible for paid leave/time off or other benefits of any kind during the period of the leave.

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No more than one (1) employee shall be granted leave under this provision at any time. The Union will not request leave more than three (3) times under this provision during the term of this Agreement.

In the first full workweek following the end of the leave, the bargaining unit employee shall be returned with accumulated seniority to their former classification and wage rate plus any increase that may have become effective during their absence.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to discharge or discipline any Employee for just cause.

Section 2. The Employer shall generally utilize a system of progressive discipline for minor infractions. Progressive steps typically shall include an initial action, a final action, and termination of employment. Discipline for attendance will be tracked separately from discipline for reasons other than attendance. For either track (*i.e.*, attendance discipline and discipline for reasons other than attendance), once an Employee is issued a disciplinary step, they shall remain at that disciplinary step for twelve (12) months from the date of issuance.

Notwithstanding the above Paragraph, the discipline imposed in any particular case (including the particular steps of progressive discipline imposed) will depend upon the relevant facts and circumstances, including, but not limited to, the seriousness of the infraction, prior infractions of a similar or different nature, and the provisions of any applicable laws or regulations.

Section 3. The parties agree that serious infractions may occur for which progressive discipline shall not be required prior to discharge. Such serious infractions include, by way of example only:

- A. Dishonesty;
- B. Theft (including theft of time);
- C. Using, possessing, buying, selling, manufacturing, transporting, purchasing, distributing, or dispensing illegal drugs;
- D. Using or being under the influence of alcohol, marijuana and/or THC products while on Employer premises either before, after or during duty;
- E. Causing a disturbance on Employer premises, regardless of whether the employee is on duty (unless the conduct is protected by law);
- F. Gross insubordination;
- G. Fighting, violence, assault or making threats of violence;
- H. Failure to report a work accident or injury;
- I. Sabotage or intentional damage to Employer property;
- J. Intentional falsification of Employer documents and/or documents submitted to the Employer;

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- K. Harassment on the basis of membership in any protected class (including, without limitation, harassment on the basis of gender, race, religion, age, or disability); and
- L. Serious safety infractions.

Section 4. Copies of all disciplinary notices shall be placed in the Employee's personnel file. For purposes of an Employee's disciplinary record, only discipline that appears in the Employee's official personnel file shall be taken into consideration. An Employee may request to see a copy of their official personnel file at any time, free of charge, provided the request is made in writing. Following such a written request, a copy of the Employee's file will be made available to the Employee for review promptly.

Section 5. If an Employee is discharged, the Employer shall give notice to the Employee of the reason(s) for the discharge at the time the action is taken.

ARTICLE 15 GRIEVANCE/ARBITRATION PROCEDURE

Section 1. Grievance Definition.

Any dispute regarding the interpretation or application of any specific provision(s) of this Agreement (a "grievance") shall be resolved solely and exclusively through the following procedures. It is understood by and between the parties that matters not specifically covered by the written terms of this Agreement shall not be subject to this procedure.

Section 2. General Rules.

- A. **Time Limits.** The deadlines outlined in this Article for the filing, processing and arbitration of grievances shall establish the maximum time period allowed. The term "days" shall mean "calendar" days. The time limitations may be extended only by mutual written consent. Any grievance that is not answered by the Employer within the time limits set forth below shall be deemed to have been answered and denied by the Employer on the due date for the Employer's response. Any grievance that is not filed or appealed by the Union within the time limits set forth below shall be deemed conclusively waived and shall not be subject to arbitration.
- B. **Negotiated Settlements.** Nothing herein shall preclude a negotiated settlement of any grievance by mutual agreement between the Union and the Employer.
- C. No individual employee may appeal a grievance to arbitration.
- D. **Election Of Remedies.** Recognizing the undesirability of concurrent and/or duplicative proceedings, an employee who elects to pursue a claim before an administrative agency shall not be permitted to pursue a contractual grievance concerning the same matter. No arbitrator shall have jurisdiction to consider any such grievance or to award relief based upon it.

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Section 3. Grievance Procedure

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

Step One: The Union may file a grievance on behalf of an affected bargaining unit member by submitting a written grievance to the General Manager within ten (10) calendar days after the event(s) or condition(s) giving rise to the grievance. To satisfy the submission requirement, the written grievance must contain a statement of the facts giving rise to the dispute, the date and persons involved, the specific provision(s) of the Agreement allegedly violated, and the specific remedy requested. The General Manager or their designee and the Union representative shall meet within seven (7) calendar days of submission of the grievance. The Employer will answer the grievance within ten (10) calendar days after the Step One meeting.

For discharge grievances only, the Union may file a grievance on behalf of an affected bargaining unit member by submitting a written grievance to the General Manager within seven (7) calendar days after the date of the discharge. The Employer will answer the grievance within seven (7) calendar days after the Step One meeting.

Step Two: The Union shall have fifteen (15) calendar days after the Employer's answer at Step One to appeal the grievance to arbitration. The Union's appeal to arbitration must be taken by (1) providing written notification to the Employer of the intent to arbitrate, and (2) submitting a simultaneous written request to the Federal Mediation and Conciliation Service ("FMCS") for an arbitration panel of seven (7) arbitrators. The Union will request that FMCS only furnish names of arbitrators who are members of the National Academy of Arbitrators, listed with the American Arbitration Association ("AAA"), and from the Washington, D.C. metropolitan area. Within twenty-one (21) calendar days after receipt of the FMCS list of arbitrators, the parties shall meet (including by telephone) and the aggrieved party shall strike the first name and thereafter the other party shall do the same, alternating striking names from the FMCS list until one arbitrator remains. That arbitrator shall be used to hear the grievance. Each party shall have the right to strike one (1) entire arbitrator panel with respect to each grievance. If an entire panel is struck, the party striking the panel shall contact the FMCS to obtain a new panel of seven (7) arbitrators. The parties shall select an arbitrator from the replacement panel within twenty-one (21) days of receipt according to the process explained above. Unless the parties mutually agree in writing to present multiple grievances to the same arbitrator, a separate arbitrator will be selected for each grievance.

Section 4. Arbitration Hearing.

A. The compensation and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter and transcript shall be borne equally by the parties. All

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other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

- B. Except in extenuating circumstances (*i.e.*, inability to reach a witness with relevant knowledge), neither party shall be obligated to respond to any information request concerning a grievance made by the other within thirty (30) days of a scheduled arbitration hearing concerning that grievance.
- C. The purpose of the grievance procedure is to facilitate a full investigation and discussion of the underlying grievance. Thus, any arguments or facts not presented in support of the grievance during the grievance procedure shall be inadmissible during any arbitration proceeding concerning the grievance.
- D. Unless otherwise mutually agreed by the parties, the parties shall have the right to submit written post-hearing briefs to the arbitrator within thirty (30) calendar days after receipt of the transcript (if a transcript was requested) or within thirty (30) calendar days after the close of the hearing (if no transcript was requested). The parties may extend the briefing deadline by written agreement, and the parties shall promptly notify the arbitrator of any such agreement.

Section 5. Arbitrator's Jurisdiction and Decision.

The arbitrator's jurisdiction shall be limited to adjudication of the grievance based on the express terms of this Agreement and any submission agreement that shall be entered into between the parties. Such adjudication shall be set forth in a written decision or award issued within thirty (30) days after submission of post-hearing briefs (or close of the hearing, whichever is later) that includes a statement of the reasoning and grounds upon which such decision or award is based. The arbitrator's decision or award shall be based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written briefs of the parties.

The arbitrator shall have no authority:

- A. To accept for submission or to rule on any issue other than whether or not a specific written provision of this Agreement has been violated;
- B. To amend, modify, change, add to, or subtract from the terms of this Agreement, or to impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement;
- C. To alter any wage rate or wage structure set forth in this Agreement;
- D. To base their decision on any practice or custom of the parties, the industry or general workplace notions that are not specifically identified in this Agreement or to order a remedy that is inconsistent with any terms or conditions of this Agreement or any applicable laws;
- E. To render a decision or award that is retroactive to a date more than twenty-one (21) days prior to the date that the written grievance was presented to the Employer;

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- F. To award any monetary remedy that is greater than or in addition to actual wages and benefits proven to be lost as a direct result of a breach of this Agreement; or
- G. To render a backpay award that is greater than the amount of regular straight-time wages and wages for any mandatory overtime hours during the backpay period that the employee would otherwise have actually earned from their employment with the Employer during the relevant time period, less any unemployment compensation and/or compensation for alternative employment or personal services that the employee may have received or be entitled to from any source during such period or any compensation or assistance from any local, state or federal government agency.

Subject to the above, the decision of the Arbitrator within the scope of the Arbitrator's authority shall be binding on the parties.

ARTICLE 16 NO STRIKE/NO LOCKOUT

Section 1. The Union and the Employer subscribe to the principle that any and all differences arising between them should be resolved by peaceful and appropriate means without any interruption of or interference in the Employer's operations. Therefore, for the term of this Agreement and any extensions thereof, the Union agrees that:

- A. The Union, its officers, its representatives (including stewards), and bargaining unit members shall not directly or indirectly participate in, call for, threaten, authorize, instigate, engage in, support, encourage, ratify, promote, honor, assist in any way, or sanction any strike (sympathy, wildcat, unfair labor practice, or otherwise), picketing, hand billing, slowdown, work stoppage, sit-down, boycott, or other action by bargaining unit employees that has the effect of interrupting or interfering with any operations of the Employer, provided the procedure of arbitration as outlined herein is adhered to by the parties hereto.
- B. The Union, its officers, its representatives (including stewards), and bargaining unit members shall not directly or indirectly call for, threaten, authorize, instigate, support, encourage, ratify, promote, honor, assist in any way, or sanction the honoring by bargaining unit members of any picket line or any other concerted activity of any other union (including sister and affiliate locals of the Union), group, or individual in any manner that has the effect of interrupting or interfering with any operations of the Employer.

Section 2. Violations of this Article shall be proper cause for disciplinary action including discharge. In the event that a bargaining unit employee is disciplined for engaging in conduct in violation of this Article, the sole question of whether the individual engaged in such conduct will be reviewable through Grievance and Arbitration; however, the issue of appropriate discipline for violations of this Article shall not be reviewable.

Section 3. Notwithstanding any other provision of this Agreement, the Employer shall have the right to bring a claim against the Union for violation of this Article in any court of competent

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jurisdiction and shall not be required to pursue such claim through the contractual grievance/arbitration process.

Section 4. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.

Section 5. The Employer shall not be required to negotiate or participate in any grievance or arbitration proceeding during any activity in violation of this Article, or for ten (10) working days after such activity has completely ceased.

Section 6. The Employer agrees that during the term of this Agreement it shall not lock out any bargaining unit members covered by this Agreement. Notwithstanding any other provision of this Agreement, however, the closing of any store or any part thereof, or the curtailing of any operations shall not be construed to constitute a lockout, regardless of the effect upon bargaining unit employees' employment.

Section 7. The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the Grievance and Arbitration provisions. For avoidance of doubt, the prohibitions of this Article are intended to apply in all instances, regardless of whether the underlying dispute is arbitrable.

ARTICLE 17 BEREAVEMENT LEAVE

Section 1. Bargaining unit employees who experience the death of an immediate family member will be eligible to receive up to three (3) scheduled workdays of paid Bereavement Leave. Immediate family for purposes of this Article shall be limited to the following: parents, parents-in-law, spouse, domestic partner, significant other, child, loss of pregnancy, siblings, grandparents, grandchildren, first cousins, immediate aunts and immediate uncles, and immediate nieces and nephews. This policy also applies to half and stepfamily members.

Section 2. Bereavement leave is available for all bargaining unit employees, starting from their first day of work. The Employer may require proof of loss as a condition of payment. Employees must communicate their bereavement leave needs to their supervisor as far in advance as possible.

Section 3. If more than three (3) scheduled workdays are requested, or to attend a funeral for a non-relative, an employee may use any accrued paid time off, or request for leave without pay (LWOP).

Section 4. Hours paid under this Article shall not count as hours worked for any purpose, including (without limitation) toward eligibility for overtime premiums.

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**ARTICLE 18
CIVIC DUTY LEAVE**

Section 1. Jury Duty Leave.

The Employer will pay employees for any previously scheduled hours that are missed due to jury service (up to a total of 24 hours per contract year), provided the employee has worked at MOM's for at least one month at the time of jury duty and a valid certificate of attendance is provided. The amount of any stipend offered to jurors in the relevant jurisdiction shall be deducted from the compensation the Employer provides for jury duty leave. To be eligible for compensation, an employee's receipt of a subpoena or notice to report for jury duty must be reported immediately to a supervisor, and jury duty leave must be requested off in Dayforce or equivalent HRIS.

Section 2. Military Leave.

Employees will be provided with unpaid leave for military service to the extent required by applicable law.

Section 3. Hours Worked Exclusion.

Hours paid under this Article shall not count as hours worked for any purpose, including (without limitation) toward eligibility for overtime premiums.

**ARTICLE 19
GROUP INSURANCE BENEFITS**

The Employer will make group insurance coverages available to bargaining unit employees to the same extent and on the same terms (including, without limitation, rules, procedures, carriers, networks, benefits, deductibles, co-pays and contributions toward monthly premiums) that such benefits are available to all other hourly MTMs employed by the Employer at other locations. Notwithstanding the above provision, bargaining unit employees shall not be entitled to any benefits (or terms that are associated with such benefits) that are provided to hourly MTMs employed at other Employer stores to the extent that such benefits or benefit terms are offered in compliance with a statute, regulation, ordinance, contract, etc. that is not applicable to the College Park store.

The terms applicable to such coverages shall be set forth in and governed by the plan documents as they may be amended from time to time by the Employer, in the Employer's discretion. The Employer will have the right to change or eliminate any or all of these benefits at any time. However, prior to making any such changes, the Employer will provide thirty (30) days' notice to the Union for purpose of discussion of the change in advance of implementation. Any dispute relating to a denial of benefits or coverage (whether permanent or temporary, and/or complete or partial) shall be resolved in accordance with the terms and processes set forth in the applicable plan documents and shall not be subject to the grievance and arbitration procedure established in this Agreement. Enrollment in such coverages will be at the election of the employee.

**ARTICLE 20
PROMOTIONAL POSITIONS**

The Employer will continue the current practice of making promotional opportunity announcements available through the Hive system (or any successor system). In determining the

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best qualified applicant, the employer shall first consider bargaining unit employees who have expressed interest in the position. It shall not be a violation of this Agreement for the Employer to select a candidate from outside the bargaining unit for an open position.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer shall endeavor to hire, retain and promote a diverse workforce. The Union shall fully support such objective.

Section 2. Neither the Employer nor the Union shall discriminate against any Employee with respect to any terms or conditions of employment on account of any legally protected characteristic or activity, including but not limited to the characteristics listed in Section 2-185(a) of Part II - Title 17 of the Public Laws of Prince George's County, Maryland. Nothing herein shall be construed as waiving an Employee's right to pursue a claim of discrimination before an administrative agency or court of law.

Section 3. The Employer and the Union furthermore are committed to providing a work environment free from unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation gender identity or expression, or any other legally protected characteristic will not be tolerated. Any bargaining unit member engaging in sexual or other unlawful harassment will be subject to corrective action.

Section 4. The Employer and the Union will take all reasonable steps to protect an employee who reports harassment from continued harassment and from retaliation for reporting the harassment. The Employer and the Union will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation, including by treating the identities of all witnesses and the content of all witness statements as strictly confidential to be disclosed only to management and representatives directly employed by the Union, unless the witness consents to disclosure.

Section 5. The Employer and the Union shall take any action necessary to comply with the Americans with Disabilities Act.

Section 6. Any employee claiming harassment or other unlawful discrimination under this Article may grieve the matter as provided in Article 15 (Grievance/Arbitration Procedure).

ARTICLE 22 JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. The parties hereto agree to establish a Joint Labor-Management Committee (JLMC) composed of one (1) bargaining unit employee designated by the Union and one (1) manager designated by the Employer for the purpose of discussing matters of mutual concern. A Union representative shall be permitted to attend a JLMC meeting so long as the Union provides prior notice to the Employer before the parties agree on a meeting date and agenda that the Union representative will be attending. In the event that the Union communicates its intention to have a Union representative attend a JLMC meeting, the Employer shall have the right to have an additional Employer representative attend the meeting as well. Similarly, an additional Employer representative shall be permitted to attend a JLMC meeting so long as the Employer

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provides prior notice to the Union before the parties agree on a meeting date and agenda that the additional Employer representative will be attending. In the event that the Employer communicates its intention to have an additional Employer representative attend a JLMC meeting, the Union shall have the right to have an additional Union representative attend the meeting as well. Additional individuals may be permitted to attend and participate in JLMC meetings if both parties agree to allow it. Meetings of the JLMC shall be held on paid time and shall be conducted no more frequently than once per calendar quarter, unless both parties agree to meet more frequently. A party desiring to convene a meeting of the JLMC shall circulate a proposed agenda no less than two (2) weeks prior to the proposed meeting date. Meetings shall be held on mutually agreed upon dates at mutually agreed upon times, and shall be limited to a maximum of one (1) hour, unless the parties mutually agree to extend the length of a given meeting.

Section 2. 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. Either party may decline to discuss grievable issues during JLMC meetings, and to require such issues to be addressed instead through the grievance/arbitration process. The discussion of grievable issues during JLMC meetings furthermore will not delay any applicable time limits, unless the parties agree otherwise in writing.

ARTICLE 23 SUBCONTRACTING AND BARGAINING UNIT WORK

Section 1. The Employer shall have the right to subcontract work currently performed by bargaining unit employees on a temporary or permanent basis. However, this provision shall not permit the Employer to use temporary employees from a staffing agency onsite at the College Park store. Moreover, the Employer will endeavor to retain employees impacted by subcontracting where consistent with business needs. In the event that the subcontracting of particular work performed by bargaining unit employees will lead to a permanent reduction in the bargaining unit, the Employer shall provide the Union with thirty (30) days' prior notice and meet to discuss the effects of the subcontracting. For purposes of this provision, any permanent reduction in the bargaining unit that occurs thirty (30) days or more after subcontracting shall be conclusively deemed unrelated to the subcontracting.

Notwithstanding any other provision of this Agreement, the provisions of Article 16 (No Strike/No Lockout) shall remain in full effect during the entire contract period, including (without limitation) in regard to any discussions under this Article.

Section 2. The parties share a mutual interest in protecting working opportunities for all bargaining unit employees, subject to the demands of the business, the need for efficiency and customer service considerations. The Employer shall have the right to assign non-bargaining unit staff to perform work typically performed by bargaining unit employees. However, recognizing that fluctuations in headcount are normal due to changing business volumes and other factors, the Employer will not increase the number of managers at the College Park store with the objective of replacing/filling bargaining unit positions to perform bargaining unit work.

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ARTICLE 24 SEVERABILITY

Section 1. This Agreement shall be subject to and construed in accordance with all applicable federal and state laws, and other applicable rules, regulations and directives of bona fide governmental authorities having jurisdiction over the Employer, as such matters may be amended from time to time. Should any of the provisions in this Agreement be rendered or declared invalid or unlawful by reason of any existing or subsequently enacted legislation, rule, regulation and/or directive of a bona fide governmental authority, or by any decree of a court or administrative agency of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

Section 2. In the event that a provision of this Agreement becomes unlawful or violative of the above, either party shall have the right to initiate negotiation of a valid replacement provision upon request, provided such request is made within thirty (30) days after learning that the provision has become unlawful or invalid. The provisions of Article 16 of this Agreement (No Strike/No Lockout) shall remain in effect during and following such negotiations, up through and including the termination date of this Agreement.

ARTICLE 25 SHOP STEWARDS

Section 1. The Union shall have the right to appoint two (2) Shop Stewards for the bargaining unit, one (1) of whom will be designated as the Chief Shop Steward. The Union shall notify the Employer in writing of the employees who have been designated as the Shop Stewards. The Employer shall have no obligation to recognize an employee as a Shop Steward until the Union provides such written designation to the Employer.

Section 2. Except as provided in Section 3 of this Article, Shop Stewards shall only attend to Union business during non-working time and shall not, under any circumstances, be entitled to pay or credited with hours worked in regard to time spent on Union business. Shop Stewards furthermore shall not be permitted to meet with bargaining unit employees during the working time of either the Steward or the employee. Shop Stewards will be permitted to meet with employees during unpaid time in the employee breakroom in the performance of their duties as a Steward.

Section 3. Where the Employer schedules a grievance meeting or an investigatory interview that a Shop Steward must attend during a time that the Shop Steward is scheduled to work, the Employer shall provide the Steward with paid release time to attend provided the Steward obtains permission from their supervisor prior to leaving their work assignment. Such permission shall not be unreasonably denied. If the supervisor is unable to release the Shop Steward from their duties, the meeting will be rescheduled. No more than one (1) Shop Steward shall be released for such purpose. The Shop Steward shall return to duty immediately when directed by the Employer. Nothing in this Section shall be construed to require the Employer to schedule grievance meetings or investigatory interviews during times that a Shop Steward is scheduled to work.

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Section 4. Shop Stewards shall not be discriminated against for lawfully and properly discharging their duties in accordance with the terms of this Agreement, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

Section 5. The functions of the Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. Settling issues outside of the grievance process concerning the application or interpretation of the Agreement or other matters related to the terms and conditions of employment for bargaining unit members;
- B. The investigation, representation, and settlement of grievances arising under this Agreement at Step One only, except for class-wide and discharge grievances, which shall be resolved if at all between the GM and the union representative;
- C. The transmission of messages and information on behalf of the Union;
- D. Serving, upon request, as employee representatives during investigatory interviews of bargaining unit employees; and
- E. The receipt, on behalf of the Union, of messages, information, and notices from the Employer regarding any matters associated with bargaining unit members.

Stewards shall be presumed to have authority to represent the Union in regard to all such matters and any agreements accepted by a Shop Steward during the discussion of such matters shall be binding upon the Union. The Union may authorize the steward to act in circumstances in addition to those set forth above, and shall notify the Employer in writing if it elects to do so.

Section 6. The Parties recognize that a Shop Steward's interference or attempted interference with work (including, but not limited to, the instigation, promotion, encouragement or ratification of a full or partial strike, slowdown, sit-down, sick out or other such actions) shall be proper grounds for the Steward's immediate discharge.

ARTICLE 26 SUCCESSORS

In the event of the complete sale, complete transfer of ownership, or any other such disposition of the business in its entirety that results in a complete change in ownership, the Employer will notify any successor company of this Agreement. The Union will be given written notice by the Employer within thirty (30) calendar days after any complete sale, complete transfer of ownership, or any other such disposition of the business in its entirety that results in a complete change in ownership. Such notice will consist of the name, address and telephone number of the new company. The Employer will also provide the name, address and telephone number of a contact person for the new company, if the new company designates such contact person and advises the Employer of such designation.

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**ARTICLE 27
GENDER NEUTRALITY**

Section 1. All provisions in this Agreement shall be construed in a gender-neutral manner, regardless of the pronouns used.

Section 2. The Employer will continue its current practice permitting MTMs to use a first name other than their legal first name on name tags and for informal purposes.

Section 3. The Employer will, to the extent permitted by law, maintain gender neutral restrooms at the College Park store.

Section 4. The Employer will respect the preferred pronouns of all employees who choose to make their preferred pronouns known.

**ARTICLE 28
EFFECTIVE DATE AND DURATION**

Section 1. This Agreement shall be effective and remain in full force and effective from [RATIFICATION DATE] up to and including [THREE YEARS FROM RATIFICATION DATE] and each year thereafter unless at least sixty (60) days written notice is given by either party of any change desired prior to any expiration date.

Section 2. The parties hereto by their respective representatives executing this Agreement have jointly drafted this Agreement, and jointly agreed upon all terms and provisions, and each of the representatives of the parties hereto signing this Agreement on behalf of said parties do hereby make it known, as evidenced by their signatures hereto, that they have read this entire Agreement and agree to all of its terms and provisions.

MOM'S ORGANIC MARKET, INC

UFCW LOCAL 400

By: _____
Eric Yetta
Chief Operating Officer
MOM's Organic Market, Inc.

By: _____
John Lee
Director of Collective Bargaining
UFCW Local 400

DRAFT

SIDE LETTERS

For the duration of the Parties' 2025-2028 Collective Bargaining Agreement, MOM's Organic Markets (the "Employer") and United Food and Commercial Workers Union, Local 400 (the "Union") agree to the following side letters:

Side Letter #1: Recognizing that a portion of the College Park bargaining unit MTMs received performance reviews in January 2025 with associated increases taking effect in February 2025, the Parties agree that the Employer's performance-based structure will be continued for the remainder of 2025 (meaning that those College Park MTMs who are eligible for performance reviews in July 2025 will receive any associated increases in August 2025). The performance ratings and associated increases are as follows:

Redefines Expectations	\$1.50/hour
Often Exceeds Expectations	\$1.00/hour
Successfully Meets Expectations	\$0.50/hour
Sometimes Meets Expectations	No increase
Does Not Meet Expectations	No increase

College Park bargaining unit MTMs who are eligible for performance reviews in July 2025 in accordance with MOM's current policies and practices will receive their performance reviews between July 1 and 31, 2025, and will receive increases based on their performance rating in accordance with the above structure in August 2025. Performance ratings are at the Employer's discretion and will not be subject to the grievance/arbitration procedure.

Side Letter #2: Current bargaining unit MTMs as of the date of ratification of the Parties' 2025-2028 Collective Bargaining Agreement will receive a one-time market adjustment of \$0.50/hour in their hourly rates, to be effective in the second full pay period following ratification.