



COLLECTIVE BARGAINING AGREEMENT

BY and BETWEEN

DILL PICKLE FOOD CO-OP

And

GREATER CHICAGO INDUSTRIAL WORKERS OF
THE WORLD

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This agreement is made and entered into at Chicago, Illinois, this xx day of xx, 2020 by and between DILL PICKLE FOOD CO-OP or its successors, the CO-OP, and THE GREATER CHICAGO INDUSTRIAL WORKERS OF THE WORLD, the UNION, to set the minimum wage scale, schedule of hours, and general rules and regulations between the CO-OP and the UNION, for employees in the bargaining unit defined herein, and to clearly define the mutual obligations of the parties.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will secure the employees concerned a living wage and fair and reasonable conditions of employment, and provide methods for fair adjustment of all disputes which may arise between them, so as to secure operation of the office involved, and

WHEREAS the parties hereto desire to build a lasting and viable organization that values participatory decision making, prefers collaboration to hierarchy, and encourages each individual to develop personally, politically, and professionally, and WHEREAS the parties hereto desire to extend DILL PICKLE FOOD CO-OP'S mission of social justice and equality by extending those principles into the workplace,

NOW, THEREFORE be it mutually agreed to as follows:

Article I: Union Recognition

1.1.1 The Dill Pickle Food Cooperative, the Employer, recognizes that the Greater Chicago Industrial Workers of the World General Membership Branch, the Union, is the sole and exclusive bargaining agent for:

All statutory employees including full-time and regular part-time cashiers, lead cashiers, produce clerks, grocery clerks, curbside pickup clerks, cooks, deli clerks, deli buyers, deli supervisors, specialty clerks, bulk buyers, grocery clerks, wellness buyers, facility assistants, personal shoppers, and any other new positions created during the term of this contract by the Employer at its facilities including the one currently located at 2746 North Milwaukee Avenue, Chicago, Illinois 60647; excluding supervisors as defined by the Act including the General Manager, front end and facilities managers, facilities managers, deli managers, specialty managers, marketing supervisors, human resources representatives, front end managers, produce managers, grocery managers, office managers, branding managers, front

end assistant managers, online coordinators, guards, and professional employees as defined by the Act.

1.1.2 All members of the bargaining unit shall be furnished with a copy of this agreement by the Employer.

1.2 In the event a new store is opened by the Employer, they shall recognize the Union under the terms of the existing contract.

Article II: Union Security

2.1. All employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union within 30 days of the ratification of this agreement. As a condition of employment, all new employees shall become and remain members in good standing of the Union within sixty (60) days of employment. However, the Employer shall not deduct from any employee any dues, initiation fees, or assessments levied by the Union on its members, rather the employees shall themselves transmit any dues or any other fees to the Union directly.

2.2 The Employer shall within seven (7) days of hiring date supply the Union electronically with the employee's name, address, phone number, department, job classification, date of hire, and wage rate. The Employer shall also serve notice of terminations to the Union electronically, including the date of and reason for termination, in the same timeframe.

2.3 No regular full-time or part-time employee who, prior to the date of this agreement, was receiving more than the rate of wages and/or benefits designated in this agreement for the class of work in which such employee was engaged, shall suffer a reduction in wages and/or benefits from the application of this agreement. Nothing in this agreement shall prevent increases in individual rates or classifications that exceed the minimum established by this agreement, or preclude a reduction in an individual's rate if due to a voluntary demotion, transfer, or reassignment to a rate that is appropriate to the new position.

2.3.1 All temporary employees shall be furnished with a contract and notified of their employment status at the time of hiring.

Article III: Union Business

3.1. The Employer shall recognize the Union representatives and shall permit them to perform during working hours such duties as necessary for the ordinary representation of the bargaining unit members. Such as the following: collecting dues, serving dues notices, handling grievances, attending arbitrations, conferring with the Employer and Union members, and other Union business.

3.2 Employees shall have the right to request representation during investigatory and disciplinary meetings. Upon notice to the union, a union officer or steward shall make themselves available for a meeting with management within 72 hours.

3.3 Upon their hire, new Employees shall have one (1) hour of paid time to meet with a Union Representative. If the Union Representative is an Employee covered by this Agreement, the Union representative will also be on paid time.

3.4 The employer shall allow union representatives access to the premises for the purpose of collecting dues, delivering notices and other union materials. The IWW will notify the Employer in writing of the person(s) authorized by the Union to perform these duties.

Article IV: Job Classifications & Wages

4.1 A regular full-time employee is an employee who has been in the employ of the Employer for more than thirty (30) days and normally works a regular schedule of thirty (30) or more hours per week. Approved absences and leaves shall count towards working hours for determining eligibility.

4.2 A regular part time employee is an employee who has been in the employ of the Employer for more than thirty (30) days and normally works a regular schedule of less than thirty (30) days and normally works a regular schedule of thirty (30) or more hours per week.

4.3 A temporary employee is an employee who is in the employ of the Employer to meet a specific business demand such as to cover vacations, leaves, unexpected vacancies, or specific periods of increased workload. Temporary employment shall not exceed sixty (60) days. The Employer agrees that temporary employees shall not be hired for the purpose of displacing or reducing work hours for full-time or part-time employees nor displacing work which could be covered by full-time or part-time employees. The Employer shall immediately notify the Union in writing

of all employees hired on a temporary basis, the specific business demand to which the temporary employee is assigned, and the anticipated duration of the specified employment period. Prior to the end of the employment term of sixty (60) days, if the Employer determines that the temporary job is to become permanent, the job shall be posted for seven (7) days during which period the position shall be open for preferential application by all current full time and part time employees. The job posting shall be posted on a bulletin board in the break room and shall list the job position name, classification, job description, and rate of pay.

4.4 Should the need for a temporary employee arise, under no circumstances shall the Employer hire for bargaining unit positions from the open market while employees with seniority available for recall are on the recall list who have the required skill, competence, and ability to perform the requirements of the open position.

4.5 Should the need arise to extend the period of temporary employment beyond sixty (60) days, the Employer shall notify the Union of the specific business demand and the anticipated duration of the extension and, upon request, bargain the decision and/or effects of that decision.

4.6 Minimum hourly rates for bargaining unit staff shall be as such:

Step	Completed Years	Hours in Grade	Upon Ratification	1/1/2021	1/1/2022
1a	0 during trial period	0 to completion of trial	15.00	15.25	15.50
1b	0 after trial period	Completion of trial to 2079	15.30	15.55	15.81
2	1	2080 - 4159	15.60	15.85	16.12
3	2	4160 - 6239	16.25	16.48	16.76
4	3	6240 - 8319	16.90	17.14	17.43
5	4	8320 - 10399	17.58	17.83	18.13
Journey	5	10400+	19.00	19.26	19.58

4.6.1 Level II

Bargaining unit positions classified as level II shall be paid \$1 over base rates.

4.7 Minimum Wage Increases

4.7.1 In the event of a minimum wage increase, bargaining unit employees shall not earn less than \$.25 over the minimum wage.

4.8 Premiums

4.8.1 Overnight work. Any work conducted between the hours of 11:00pm and 5:00am shall be paid a premium of one (1) dollar above the employee's base wage.

Article V: Working Conditions

5.1 All wages, hours, and working conditions at the Co-op shall be just and fair.

Article VI: Non-Discrimination

6.1. Neither the Employer nor the Union shall discriminate against any Employee on account of perceived race, color, creed, national origin, gender presentation, gender identity, sex, sexual orientation, religious affiliation, age, physical disability, marital status, conviction status, appearance, parental status, political beliefs or affiliations, or to the extent prohibited by law.

6.2. The Employer shall not interfere with, restrain, coerce, intimidate, or otherwise discriminate against any Employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

Article VII: Just Cause

7.1 No employee shall be disciplined, suspended, or terminated without just cause. No employee shall be terminated or given notice of discharge while on paid or unpaid sick leave, vacation, or approved leave of absence unless the employee has been placed by the employer on administrative leave pending investigation. Except that a position may be terminated for budgetary reasons, in which case management shall notify the union about

the termination of the position, and the employee whose position is being terminated shall be considered for any other open positions.

7.2 The employer agrees to the principles of progressive discipline for all Employees. All disciplinary meetings held by Dill Pickle management shall be attended by an IWW union official, unless the employee specifically states that they refuse union representation. At a minimum, no Employee shall be subject to formal discipline unless the Employee's supervisor has provided counseling and / or coaching.

7.3 All disciplinary action on the part of Dill Pickle Management must be made in writing, and specifics as to the basis for any such discipline must be described with specificity in such written notice. Such written notice shall be transmitted by Dill Pickle management to the IWW.

7.4 Upon termination, earned and accrued Paid Time Off (PTO) shall be paid to the employee.

7.5 No employee shall for any reason be required to take a lie detector, drug test, or blood test for any reason.

Article VIII Grievance Policy

8.1 Nothing in this process is intended to abridge, nullify, or prevent a member or a group of union members from engaging in concerted activity in order to:

- a. enforce this agreement or
- b. pursue issues of concern to the union outside this agreement.

8.2 Any disagreement as to the interpretation or application of this agreement by the union may be brought by the union for resolution through the following process:

- a. When the union decides to bring their concerns to management they will do so in writing and the employer will have fifteen (15) days to meet with the union and reply in writing.
- b. If no resolution of the matter is achieved the union will provide notice in writing that they would like to meet again to discuss the matter with the General Manager. The employer will have ten (10) days to meet with the union and provide a response in writing.
 - c. If no resolution is achieved under 2 a). or 2. b). the union may refer the matter to arbitration.
- d. Not referring a matter to arbitration will not be considered to be accepted by the union of the rationale provided by the employer.

e. An arbitrator must be a party for whom both parties agree to and will not be limited to labor relations specialists. The union and the employer agree to explore more affordable options, such as community leaders, prior to choosing legal professionals.

Article IX: Seniority

9.1 The principle of seniority shall apply to this Agreement. Seniority shall prevail where such factors of skill, competence, and ability are substantially equal, as determined by the employer in the exercise of reasonable judgement.

9.2 Seniority is defined as the total length of continuous service with the employer not including time spent with the employer prior to a break in service. Seniority shall include periods of authorized paid leave, temporary layoffs not to exceed one (1) year, and time between separation and reemployment not exceeding six (6) months. Termination or resignation shall constitute a break in service. Those employees with a break in service shall be considered based on the seniority they have gained since the break in service.

9.3 Seniority will be calculated based on accumulated hours. When calculating accumulated hours towards seniority, only straight time hours worked or paid since the last break in service of greater than six (6) months shall be included.

Article X Layoff and Recall

10.1. If management is contemplating a layoff, management shall notify the union as soon as possible, and, in any case, shall notify the union in writing 14 days in advance of any layoff, or as reasonably possible to the best ability of the General Manager (GM).

10.2. Employees shall generally be selected for layoff based on the following criteria:

- A. The needs of the Co-op and specific projects
- B. Length of service with the Co-op

10.3. If a layoff is expected to exceed 30 days, all unused PTO accrued shall be paid to every laid off employee at the time of layoff.

10.4. Management shall maintain a recall list composed of laid off employees. After employees have been laid off, whenever the co-op needs to hire additional staff, management shall recall laid off employees,

according to the employees' periods of service, and according to the employees' classifications, recalling those employees with the longest periods of service first.

10.5. When recalled, employees shall have a period of seventy-two (72) hours to opt into the recall. Employees who are recalled but do not opt into the recall within seventy-two (72) hours shall lose their priority status but shall nevertheless remain on the recall list until the employer has exhausted three (3) attempts to recall them.

Article XI: Holiday/Vacation

11.1 The following shall be paid holidays. If an employee works on these days, they shall be paid a premium of time-and-a-half.

Third Monday in January (Martin Luther King's Birthday)
Cesar Chavez Holiday, on the last Friday in March
May 1 (International Workers' Day/May Day)
Juneteenth Day (June 19)
October 12 (Indigenous People's Day)
Thanksgiving Day
Christmas Eve

Article XII Paid Time Off

12.1 Paid Time Off (hereafter PTO) shall accrue retroactively from the first day on the job. Eligible employees shall be entitled to take paid time off after sixty (60) days of employment. Employees on paid time off shall be entitled to their regular rate of pay. Accrual of PTO shall be in accordance with the table below.

Seniority	Rate of accrual
> 20800	0.10 per hour worked
10401 - 20800	0.08 per hour worked
3121 - 10400	0.06 per hour worked
0 - 3120	0.04 per hour worked

12.2 Paid Time Off shall be permitted in as small increments as one (1) hour.

12.3 Employees shall be permitted to consecutively use up to sixty (60) hours of paid time off.

12.4 Employees shall be permitted to carry over as much as forty (40) hours of Paid Time Off from the current 12-month period into the following 12-month period.

12.5 Employees shall have the option to have Paid Time Off paid out at the end of the 12-month period up to forty (40) hours

Article XIII Occupational Safety and Health Standards

13.1 Personal Protective Equipment (hereafter, PPE), including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

13.2 The Employees retain the right to refuse to perform a task which the employee has deemed hazardous until any PPE requested by said employee to perform the task is provided by the Employer. If such hazards are present, or likely to be present, the employer shall select, and have each affected employee use the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment communicate selection decisions to each affected employee; and, select PPE that properly fits each affected employee.

Article XIV Hazard Pay (Effective after 2 October 2020)

14.1 The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

14.2 The Employer agrees that it bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

14.3 Upon recommendation of the Union in consultation with the General Manager, the Employer shall grant hazard pay to Employees who are exposed to unusually hazardous working conditions.

14.4 Hazard pay shall be in addition to, and not a part of, the base pay.

14.5 Duration of hazard pay shall remain in effect for a period not to exceed six months but may be renewed by the General Manager upon showing by the Union that the working conditions and duties remain the same.

Article XV: Miscellaneous

15.1 The union shall be furnished with a bulletin board in the employee break room to use for their own purposes. The Employer shall not interfere with this board in any way within reason.

15.2 Union meetings. The Union shall be allowed to hold a meeting in the employee break room for up to one (1) hour once per month, with no management present in the designated area during this time.

Article XVI: Picket Lines

16.1 It is understood and agreed that any refusal by any employee covered by this contract to go through a picket line shall not constitute a violation of this contract nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

Article XVII Duration of Agreement

17.1 This contract shall be in full force and effect for two (2) years beginning from the date this contract is signed by the Employer and the Union and shall thereafter expire. Either party may notify the other party of its intent to negotiate a successor contract at least sixty (60) days prior to said expiration date, upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, we attach our signatures on this _____ day of _____, 2020.

For the Co-op:

Dill Pickle Food
Co-op

By: _____
Title: _____
Date: _____

For the Union:

Greater Chicago
Industrial
Workers of the
World

By: _____
Title: _____
Date: _____