

**COLLECTIVE BARGAINING  
AGREEMENT**

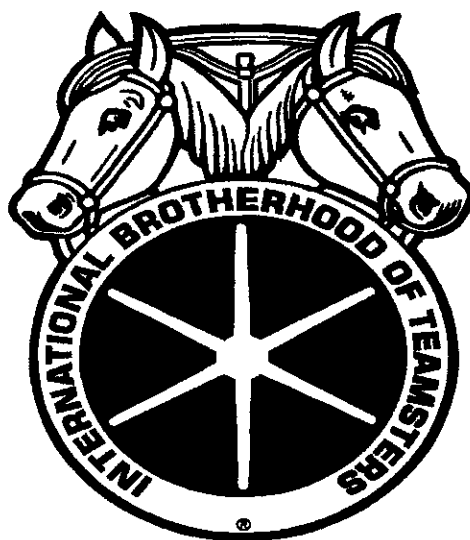
**Between**

**UNITED NATURAL FOODS, INC**

*And*

**TEAMSTERS UNION**

**LOCAL 166**



**OCTOBER 3, 2021 – MARCH 20, 2024**

UNITED NATURAL FOODS, INC.

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**UNITED NATURAL FOODS, INC.  
MORENO VALLEY CALIFORNIA  
AND  
TEAMSTERS LOCAL UNION NO. 166  
AGREEMENT  
EFFECTIVE DATE: OCTOBER 3, 2021 – MARCH 20, 2024**

**PREAMBLE**

This Collective Bargaining Agreement (the "Agreement") is entered into as of the 3rd day of October 2021, (the "Effective Date") by and between United Natural Foods, Inc. ("UNFI") or the Employer) and Teamsters, Chauffeurs, Warehouse, Industrial, and Allied Workers of America, Local 166, International Brotherhood of Teamsters (hereinafter collectively referred to as the Union).

**ARTICLE 1 - EMPLOYEES COVERED AND BARGAINING**

**Section 1 - EMPLOYEES COVERED**

This Agreement shall cover and apply to all warehouse employees ordered by Region 21 of the National Labor Relations Board in Case No. 21-RC-126725 of the Employer employed at 22150 Goldencrest Drive Moreno Valley California 92553; and 14900 Meridian Parkway, Riverside California in the job classifications in Addendum "A" wages, attached hereto, at the Employer's place of business.

**Section 2 - RECOGNITION**

The Employer hereby recognizes the Union as the sole collective bargaining agent and representative of all employees in the bargaining unit.

Included - All full-time and regular part-time warehouse employees employed by the Employer in Moreno Valley and Riverside, California facilities in the job classifications in Addendum "A", attached hereto.

Excluded - All other employees, Drivers, routers, dispatchers, office clerical employees, professional employees, sales employees, customer service employees, accounting employees, guards and supervisors as defined in the National Labor Relations Act.

**Section 3 - PRESERVATION OF BARGAINING UNIT WORK**

Nothing herein should be interpreted to prevent non-bargaining unit employees from performing covered work in cases of the training of bargaining unit employees, where the work is incidental to their normal job duties, in case of

emergencies, or when bargaining unit employees are either unqualified or unavailable to perform the specific work in question. However, when management determines there has been excessive bargaining unit call offs, non-bargaining unit employees or temporary employees may be utilized to perform bargaining unit work consistent with past practice.

#### **Section 4 - NO SUBCONTRACTING**

The Employer agrees that no work covered and performed by the bargaining unit under this Agreement in the Moreno Valley and Riverside Distribution Centers shall be subcontracted other than the work currently subcontracted (Sanitation Department).

#### **Section 5 - NO INDIVIDUAL AGREEMENT**

No employee covered herein shall be subject to an individual agreement.

#### **Section 6 - GENDER NEUTRAL AGREEMENT**

As used in this Agreement, all references to gender such as references to "he", "him", and "her", and references to "they", "them", and "theirs", shall apply equally to both sexes.

### **ARTICLE 2 - EMPLOYEE DEFINITION**

#### **Section 1- EMPLOYEE DEFINITION**

Newly hired employees are considered probationary employees for their first ninety (90) working days of employment. An employee's ninety (90) working day probationary period may be extended by mutual written consent of the Employer, employee and the Union.

Probationary employees may be discharged by the Employer for any reason deemed sufficient by the Employer and such discharge shall not be subject to the grievance and/or arbitration procedure as contained in this Agreement. Probationary employees are not eligible for any benefits under this Agreement unless specifically provided for in the language of this Agreement.

### **ARTICLE 3 - UNION SECURITY**

#### **Section 1 - CONDITION OF EMPLOYMENT**

It shall be a condition of continued employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those

who are not members on the effective date of this Agreement shall on the thirty-first (31st) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. Good standing for the purposes of this Article shall mean the payment of all dues, initiation fees and assessments legally imposed by the Union.

The Employer will terminate the employment of any employee covered by this Agreement upon seven (7) calendar days' written demand of the Union in the event that such employee has failed to comply with this Section 1, provided that membership in the Union was available to the employee on the same terms and conditions generally applicable to other members and the membership was not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership. Such employee shall not be re-employed by the Employer until notified by the Union that the employee has cured such delinquencies accrued to date of termination.

## **Section 2 - UNION NOTIFICATION**

The Employer agrees to notify the Union promptly of all separations and hires. Such notification shall include the employees mailing address, telephone number and the last four (4) digits of the employee's social security number.

## **Section 3 - UNION DUES**

The Employer agrees to deduct monthly from the wage of each employee covered by this Agreement, upon signed authorization therefore, such employee's monthly union dues, assessments, and initiation fees owing to the Union as a result of membership therein and shall forward said dues to the Union.

All such deductions shall be made from the first paycheck of each month provide the employee signed an authorization slip, all sums to be deducted shall be remitted to the Union not later than the fifteenth (15th) day of each calendar month. All checks shall be made payable to the Teamsters Local 166, in accordance with written notification from the Union to the Employer.

In the event of an overcharge to an employee in the aforementioned deductions by the Employer and such overcharge has been remitted to the Union, the Union shall be responsible for the adjustment of such claims with the employee involved.

In the event of an undercharge by the Employer, under similar circumstances as indicated above, the Employer shall make the additional necessary deductions in the next succeeding month and remit the amount of such undercharge to the Union. The Union agrees to indemnify and hold harmless the Employer against any and all suits, claims, demands and liabilities that may arise out of or because of any action taken by the Employer for the purposes of complying with any of the provisions of this Article.

#### **Section 4 - UNION SECURITY MODIFICATION**

In the event of the repeal or modification of the provisions in the present Labor Management Relations Act, applying to Union Security, prior to the expiration of this Agreement, this Article may be reopened for negotiations upon thirty (30) days written notice from either party. In the event of failure to agree upon a revision of Article 3 the Parties, the present Union Security provisions shall continue in full force and effect to the extent allowed by law.

#### **Section 5 - D.R.I.V.E.**

The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expense incurred in administering the weekly payroll deduction plan.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- A. The Company retains and possesses all rights, power and authority exercised or had by it prior to the time that this Agreement was executed, except as specifically relinquished by the express provisions of this Agreement as to a particular subject. These rights, by way of example, include, but are not limited to the following listed rights which are representative and characteristic of the customary and usual rights which are retained by the company, all of which shall be exercised by Management in its sole discretion:

- a. Direction of the working forces, including hiring, assignment, reassignment, promotion, demoting, transferring, laying off and recall.
- b. Determination of work and rest schedules, shift schedules and hours of work (including overtime), the number of hours worked per day and per week (including overtime), installation and operation of equipment and machines, facility layout, methods of and schedules and processes of performing work, establishment or discontinuance of operations in whole or in part, tools and materials used, production schedules, facility locations and facility areas where work is done.
- c. Assignment, reassignment and transfer of employees to and from jobs, machines, work areas, shifts, departments, and crews based upon employee seniority if skill and ability are substantially equal in the opinion of the company, as well as the determination of the number of full and part time employees required at or in all of the above.
- d. Determination and modification of methods of financing, prices, facility protection, location, technological changes, and delivery and shipment of products and materials.
- e. Establishment, modification and enforcement of reasonable rules and regulations pertaining to employee conduct, safety, attendance and efficiency procedures as well as productivity standards and incentive pay plans, as well as the development and improvement of such.
- f. To discipline, demote, transfer, suspend and discharge employees for cause (probationary employees without cause).
- g. To determine the location of the business, including the establishment of new plants, departments or divisions, and the relocation, full or partial closing or sale of plants, departments or divisions, and the unlimited right to unilaterally transfer bargaining unit work subject only to the company's obligation to bargain the effects of the transfer under the National Labor Relations Act.
- h. The unilateral right to determine, set and enforce reasonable qualitative or quantitative standards of production.
- i. The unilateral right to implement cameras in the workplace without any further notification to the union as long as it is consistent with the state and federal law.



B. It is agreed that the enumerations above of Management Rights shall not be deemed to exclude other management rights not herein specifically enumerated.

C. The failure of the Company to exercise any function, power or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the Company to exercise such power, function, authority or right, or to preclude the Company from exercising such right in some other manner, so long as it does not conflict with an express provision of this Agreement.

D. The Parties recognize that the above statement of Management Rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. Except as explicitly provided in this Agreement, the above Management Rights and all other matters not covered by the express language of this Agreement shall be administered by the Company on a unilateral basis in accordance with such policies and procedures as it shall from time to time determine.

E. Except as explicitly provided herein, the Union by and on behalf of its members hereby expressly waives its right, if any, to bargain over any Management decision made pursuant to this Article. Management shall bargain with the Union regarding the impacts and effects of the exercise of its rights on employees' terms and conditions of employment, if such effects have not been addressed in this Agreement. The decisions which result in such impacts and effects are the exclusive rights of management to make, and shall not be a subject of bargaining with the Union, unless the Parties mutually agree to bargain. The Parties shall bargain in good faith and attempt to reach agreement when bargaining over the impacts and effects of Management's decisions, but if no agreement is reached, Management's continued implementation of its decisions result in no violation of this Agreement. Any violation of this Agreement will be subject to grievances and/or arbitration.

## **ARTICLE 5 - DISCIPLINE AND WORK RULES**

**Section 1** Employees shall be subject to discharge without prior warning for: dishonesty; theft; falsification of Company records; insubordination; physical fighting; gross negligence; use or possession of weapons, use or possession of alcohol or illegal drugs in the workplace; unexcused absence for two (2) consecutive days (no call/no show); failure to report an accident or injury immediately; violent conduct or threats of violent conduct; serious misconduct; or violation of the Company's policy on harassment willful damage to equipment or product; unauthorized use of equipment; intentional or unintentional unsafe

conduct endangering life or risking serious injury or destruction of property; or other conduct constituting just cause.

Except as set forth in this Section or as a separate progression in any other Company work rules or safety policies (e.g., safety policies, attendance policies, production related work rules), an employee shall not be discharged unless they have had at least the following progressive warning notices:

1. Documented Verbal Warning
2. Written Warning
3. Final Written Warning
4. Three (3) Day Unpaid Suspension
5. Termination

**Section 2** All Employees must read and acknowledge receipt of copies of any future Company adopted policies, safety procedures, work rules, attendance/tardiness rules or health or government rules. The signing of a disciplinary action is not an admission of the infraction but only an acknowledgment by the employee of receipt of copy of such action.

**Section 3** The Company will notify the Union in writing of any new or revised work rules a minimum of thirty (30) calendar days prior to implementation. Upon request of the Union, the Employer will meet to answer any questions that may arise regarding such work rules but any meeting scheduled for this purpose will not restrict the Employer from proceeding with its planned implementation date. Under rare circumstances where the Employer identifies a business need to implement a work rule expeditiously, it may provide less than the thirty (30) calendar day notice requirement in this paragraph but only when it can demonstrate compelling business and/or safety reasons for requiring earlier implementation of the rule and has met with the Union prior to such implementation; the Union shall make itself available within seventy-two (72) hours of a request for a meeting pursuant to this Section.

**Section 4** The Employer may establish, implement, and/or continue systems of production requirements. The Union shall be notified of such newly established systems of production requirements and the date of implementation. If the newly established and implemented production requirements are deemed to be unreasonable by the Union, that issue may be submitted to the grievance and arbitration provision of this agreement within seven (7) days of the date of implementation. Further in the event an employee gets suspended, discharged or issued a written warning notice for failure to meet such production requirements, the discharge, suspension or written notice may also be submitted to the grievance

and arbitration provisions of this agreement and a determination made if the production requirements, as they pertain to the discharge, suspension, or warning notice, are unreasonable.

## **ARTICLE 6 - UNION MEMBERSHIP**

### **Section 1 - UNION BULLETIN BOARDS**

The Employer shall provide a locking bulletin board at the Employees' main entrance and in each break room which shall be used exclusively for authorized Union notices regarding official Union business only. Notices shall not be in any way derogatory to either the Company or its customers nor shall they contain political or campaign messages. The Union shall be provided a copy of the key(s) to these bulletin boards.

Prior to any Union posting, the Union Representative or Union Steward shall provide a copy of the posting to the Company's HR Department or General Manager. Notices not in compliance with this Section will be removed from the bulletin board.

### **Section 2 - UNION VISITATION**

It is mutually agreed that there will be no interference by the Union with the work of any employee covered by this Agreement during the regular working hours of said employee. The Employer agrees to grant to the official business agent(s) designated by the Union access to the employee breakroom and its outside break area to discuss any grievance or problem arising under the terms of this Agreement with any employee during non-work time after first having been notified by said Representative of such desire.

All Union Representatives must obtain a visitor's badge and enter the Employer's premises through its main visitor lobby after having provided reasonable prior notice to the General Manager or HR Manager prior to such visits; reasonable notice shall generally be considered 4 hours' notice unless the Union business agent intends to visit the Employer's premises during the morning hours, in which case notice shall be given by 6pm the previous evening, unless exigent circumstances agreed to by the Employer for Union business suggest a shorter time frame is warranted. All Union Representatives will be escorted to the breakroom by the HR Manager, General Manager or their designee. At the Employer's exclusive discretion Union visits may not be permitted during customer visits, FDA, USDA or other regulatory audits.

The Union shall provide written notice of its official business agent(s) for the bargaining unit to the Employer upon ratification and from time-to-time thereafter.

Each such designated business agent shall attend the same training and maintain the same standard of compliance with the policies of the Employer while engaging or interacting with any of the Employer's Employees, as other Employees relating to workplace interactions and behaviors.

### **Section 3 - SHOP STEWARDS**

The Shop Steward shall be an actively working employee, in good standing, selected by the Union, who shall, in addition to his regularly assigned work, be permitted to perform, during non-working time, such duties as may be required in attempting to resolve disputes both prior and pursuant to the application of the grievance procedure; provided, however, that the Chief Steward may attend disciplinary meetings or grievance meetings on working time for up to 12 hours per month. The Union may appoint four (4) Shop Stewards and four (4) alternative Shop Stewards. In addition to these Shop Stewards and alternate Shop Stewards, the Union may appoint a Chief Steward. If a Chief Steward is appointed, they shall be the Employer's primary contact point among the stewards.

The names of such Stewards shall be provided to the Employer in writing.

### **ARTICLE 7 - SUCCESSORS AND ASSIGNS**

in the event of a sale of the business, the Employer shall notify the purchaser of the provisions of this Agreement. The Union shall be notified of such sale at the time of the completion of such action.

### **ARTICLE 8 - NO PICKETING, NO STRIKES AND NO LOCKOUT**

- A. During the term of this Agreement, or any extension of this Agreement, the Employer agrees that there will be no lockout of its employees, and the Union agrees that there will be no strike, slowdown, or stoppage of work (including sympathy strikes).
- B. During the term of this Agreement, or any extension of this Agreement, the Union will not order a strike, and if any strike occurs, the Union will immediately issue instructions to employees to return to work and to end any such unauthorized stoppage of work. The Union agrees that employees participating in any unauthorized stoppage shall be subject to discipline up to and including discharge.
- C. Employees shall be permitted to observe a lawful primary picket line provided that (1) the picket line has been officially sanctioned by the Joint Council of Teamsters No. 42, and (2) for the purpose of preventing spoilage of perishable commodities, work will continue for a period of at least seventy-

two (72) hours after receipt by the Employer of written notice from the Union that a lawful primary picket line is to be established at the Employer's facility.

## **ARTICLE 9 - JURISDICTIONAL DISPUTES**

The Union agrees that it will not initiate jurisdictional disputes of any nature whatsoever on or about the premises of any of the Employer's places of business.

## **ARTICLE 10 - SEPARABILITY CLAUSE**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

It is further provided that in the event any provision or provisions are so declared to be in conflict with such law, rule or regulation both parties shall meet within thirty (30) days for the purpose of renegotiation of the provision so invalidated.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is an alleged violation of a specific term of this Agreement. Any grievance arising under this Agreement, unless expressly excluded from the coverage of this Article, will be settled by the parties according to the terms of this Article.

Initially the employee and/or Steward, if any, in an attempt to resolve the grievance, shall discuss the grievance with the employee's immediate supervisor at the time of the occurrence or at the time the employee learned of the occurrence.

**Step 1:** If the grievance is not resolved, it must be reduced to writing, dated, and presented to the manager (or his/her designee) within seven (7) working days of the event or seven (7) working days from the date the grievant became aware of the event giving rise to the grievance.

Said grievances must be submitted on a local union grievance form and signed by the grievant and/or the Union representative. The written grievance must contain a description of the conduct complained of, identify the Article(s) of the Agreement allegedly violated, and the contractual relief requested.

The Employer shall meet with the Union Representative within twenty-one (21) working days of receipt of the grievance to attempt to resolve the

grievance. Within seven (7) working days following the meeting between the Employer and the Union Representative, the Employer will provide a written response to the grievance to the Union Representative.

After receipt of the Employer's written response, the Union Representative shall have seven (7) working days to respond in writing to the Employer response and confirm that the grievance has been resolved, withdrawn or moved to Step 2.

**Step 2:** If the grievance is not resolved at Step 1, representatives of the Union and the Employer will meet, review the facts and attempt to resolve the grievance within twenty-one (21) working days after the Employer's receipt of a Union written response moving the grievance to Step 2. If the matter is not resolved the Employer will provide a written explanation of the reason for denial. Such written explanation will be provided to the Union within seven (7) working days after the conclusion of the Step 2 meeting .

**Arbitration:** If the grievance is not resolved at Step 2, the Union may within ten (10) working days from the receipt of the written Step 2 response move the grievance to arbitration by sending the Employer a written notice of the Union's intent to move the grievance to arbitration. The request for arbitration shall be filed simultaneously with the Employer and with the Federal Mediation and Conciliation Service (FMCS), or an arbitrator mutually agreed upon by the Union and the Employer.

The expense of such arbitration (cost of meeting room and arbitrator's fee) shall be split equally between the parties. Any other costs associated with the processing of such grievance shall be borne by the party incurring such costs.

Upon receipt of the FMCS arbitrator list, the parties shall strike potential arbitrator names alternatively by both parties until one name remains. The Union and the Company shall flip a coin to determine which party has the right to strike first. Either party may reject one (1) panel prior to striking, in which case a new panel will be requested.

The above time limits may only be extended in writing by mutual agreement between the Union and the Employer. Any request for or agreement as to an extension shall be on a non-precedent setting basis and shall not be deemed to set precedent in any pending or future matter.

If the Employer fails to respond within the time limits provided herein, the grievance(s) shall move automatically to the next step in the grievance procedure. If the Union fails to respond within the time limits provided herein, no further

processing of the grievance(s) shall be permitted, including submitting the grievance(s) to arbitration.

In rendering a decision, the Arbitrator shall be governed and limited by the provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, amend or modify this Agreement, and will confine his/her judgment strictly to the facts submitted in the hearing, the evidence presented, and the express terms and provisions of this Agreement. The arbitrator's decision and award shall be final and binding on the Parties.

## **ARTICLE 12 - WAGE RATES AND CLASSIFICATIONS**

### **Section 1 - Wages**

Addendum "A" to this Agreement provides a schedule of wages, premiums and job classifications, which shall be the minimum standard of wages for the enumerated job classifications. If the Employer adds a new job classification the Parties will meet to negotiate the rate of pay.

[Addendum A is attached.]

### **Section 2 – Paydays and Timeclocks**

Employees shall be paid weekly. The Employer shall provide and maintain a time clock for all employees covered by this Agreement and shall require employees to register on it properly. Any temporary system interruption or outage that results in employees manually recording time during the system outage shall not be considered a breach of this section.

### **Section 3 - Pay Rate During Temporary Assignments**

Any employee who is assigned and works in a higher job classification for at least two (2) hours in the shift shall receive the higher rate of pay for the entire shift; any employee temporarily working in a lower job classification shall receive no reduction in pay.

### **Section 4 - Additional Compensation**

The Employer has the right to increase the hourly rate of pay above the contractual minimums and/or establish any plan providing remuneration to any group of employees above and in lieu of and not less than the compensation and benefits provided by this Agreement including gifts, prizes, awards, bonuses, incentive pay programs, skill-based pay, activity based compensation programs, whether attributable to productivity or not, and other compensation programs that allow employees to receive additional compensation while maintaining or improving the

profitability and efficiency of the operation. The Company may also establish, modify, change, or terminate programs that allow employees to advance through the progression on an accelerated basis. Any such methods of remuneration or programs may be withdrawn, terminated, or modified by the Employer at any time.

### **ARTICLE 13 - PTO (PAID TIME OFF)**

Employees are expected to be at work each and every scheduled work day, to arrive at work on time and to work the entire scheduled shift. This applies to regularly scheduled shifts as well as scheduled overtime shifts and voluntary overtime.

All regular full-time and part-time employees accrue Paid Time Off (PTO) which provides paid time away from work that can be used for vacation, personal time, sick time and/or personal/family illness.

Employees may use PTO in full day increments.

#### **Eligibility**

All part-time employees will accrue PTO at .25 hours per shift.

All full-time regular employees are eligible to accrue PTO beginning with employment as set forth below.

PTO accruals are available for scheduling in the pay period following the completion of ninety (90) calendar days of employment.

#### **Accruals**

<b>Months of Service</b>	<b>Accrual Per Pay Period (hours)</b>	<b>Annual Accrual (hours)</b>
0 – 12	1.85	96
13 – 60	2.62	136
61 – 119	3.38	176
120 – 179	3.69	192
180+	4.15	216



Any employee receiving a higher accrual rate than demonstrated by the above chart shall remain at that accrual rate until such time as the accrual rate is equaled and surpassed by the actual rate as demonstrated by the above accrual chart.

Employees may accrue to a cap of 1.7 times the annual accrual as specified above. Utilized PTO hours will not count as hours worked for overtime purposes.

The benefit will match the employee's scheduled hours of work. If an employee is normally scheduled to work an eight (8) hour day, the PTO will consume eight (8) hours. If an employee is normally scheduled to work a ten (10) hour day, the PTO will consume ten (10) hours.

### **PTO Requests**

Approval for requests of PTO shall be at the discretion of management. Use of PTO requires forty eight (48) hours' notice and prior approval by management for single day use and fourteen (14) days' notice and prior approval for full week increments. Those requirements may be waived at the sole discretion of management.

The Company recognizes the following blackout dates and may or may not approve scheduled absences. For unapproved absences on blackout days, employees will be paid PTO.

- Super Bowl Sunday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Christmas Eve
- New Year's Eve
- One (1) day that may be declared thirty (30) days in advance, as determined by management.

For any unexcused absences on non-blackout dates the employees will consume PTO time.

## **Notification to the Company**

If the need for PTO is foreseeable, the employee should provide advance notice as soon as possible. If the need for PTO is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable.

Regarding any unapproved absences, employees still have an obligation to notify their Manager according to the established call-in procedure; otherwise, the absence will be treated as a No-Call/No-Show.

## **Employee Transition from Part-Time to Full-Time Employment**

In the event that an employee transitions from part-time to full-time status, PTO will accrue as follows:

- The employee becomes eligible for PTO on the first of the month following his /her status change, assuming he/she has satisfied the ninety (90) day waiting period.
- For employees going from part-time non-exempt to full-time non-exempt, PTO is pro-rated based on date of status change until next anniversary date.

For employees going from full-time to part-time, accruals will be adjusted in accordance with the eligibility accrual rate in this article. Accrued time will be available for use consistent with scheduling requirements.

## **Unused PTO & Cash-Out**

Unused PTO will be paid to employees at their current rate of pay upon termination, in accordance with state laws.

Employees may cash out available PTO hours after one (1) year of employment.

Such cash out may not exceed forty (40) hours and may only occur once during a twelve (12) month rolling period.

# **ARTICLE 14 - HOLIDAYS**

## **Section 1 - DESIGNATED HOLIDAYS**

The following constitute holidays for regular full time and part time employees only: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Employees may be required to work holidays depending on the Employer's business needs.

## **Section 2 - HOLIDAY PAY**

If regular, full-time and / or part time employees are required to work a holiday, they shall receive eight (8) or ten (10) hours (depending on their regular schedule) of holiday pay and shall be paid time and one half (1 1/2) for all hours worked up to twelve (12) hours. All hours worked over twelve (12) hours on a holiday shall be compensated at the double (2X) rate of pay. Holiday pay is not considered hours worked and therefore, it is not included in calculations for overtime.

To receive holiday pay, employees must work the entire scheduled work day before and after the company recognized holiday, as well as the holiday itself (if scheduled), unless the time off has been pre-approved. To receive holiday pay, part time employees must work the holiday itself.

Work schedules shall not be changed to avoid the payment of holiday pay.

## **ARTICLE 15 - LEAVES**

Employees subject to this Agreement shall be subject to the Employer's policies as amended from time to time addressing bereavement and other leaves of absence. Such policies will not be amended to reduce time off for employees during the life of this Agreement.

### **BEREAVEMENT LEAVE**

Regular full-time employees shall be allowed up to five (5) days of paid funeral leave in the event of the death of an immediate family member which shall be defined as the employee's: spouse or domestic partner, child, parent or guardian, brothers, sisters, son-in-law, daughter-in-law, mother or father in-law, brother or sister in-law, grand parent, great grandparent, grand-parent-in-law, grandchild, stepparents, and step child, step sibling and half sibling. Regular full-time employees may request Employer approval of additional bereavement leave without pay. The Employer reserves the right to require proper documentation of the death of an individual covered by this Article prior to granting paid or unpaid leave.

### **PERSONAL LEAVE**

All regular full-time employees may request an unpaid personal leave of absence not to exceed thirty (30) calendar days, for compelling personal reasons of a serious nature. Such requests shall not be unreasonably denied by the Employer.

If the personal leave of absence is for medical reasons, the employee may be required to provide appropriate medical documentation as may be required by law.

Upon request, the employee and/or the Union shall be given a copy of the Personal Leave Request Form after the Employer has approved the request.

### **FAMILY MEDICAL LEAVE**

The Employer shall continue to maintain its policy in compliance with the Family and Medical Leave Act as it may be amended. Medical Leaves granted under this Article and pursuant to the Family and Medical Leave Act shall run concurrently.

### **MILITARY LEAVE**

Employees shall be entitled to all benefits provided by law for leaves associated with military service under USERRA.

### **JURY DUTY**

**Section 1:** Regular full-time associates who are summoned to jury duty will continue to receive their regular wages (excluding overtime or daily incentives) during any active period of jury duty for up to two (2) weeks per calendar year. Any additional time off is unpaid.

**Section 2:** To qualify for jury duty leave, associates must submit a copy of the summons to serve to their supervisor as soon as it is received but no later than seven (7) calendar days after receipt. In addition, proof of service must be submitted to the supervisor when the period of duty is completed.

**Section 3:** Night shift employees who are selected for jury duty service will be released no later than 10:00 p.m. the night before they are required to appear and will not be required to work nights on days they are required to appear.

## **ARTICLE 16 - SENIORITY, BIDDING, LAYOFF AND RECALL**

### **Section 1 - SENIORITY**

It is mutually agreed that seniority shall be defined as the length of continuous service without break from the original date of hire with the Employer; any break in continuity will cancel seniority theretofore accrued and seniority can be acquired after such break only by re-employment, in which case seniority will date from the date of re-employment. Break in continuity of service with resulting cancellation of seniority will result from any of the following:

1. Discharge;
2. Resignation or other termination of service from the bargaining unit by voluntary act of the employee;

3. Layoff for one (1) year;
4. Working for another employer during a leave of absence, without prior notification to and approval by the Union and Employer;
5. Failure to report for instructions for return to work from a layoff within seven (7) calendar days after written notice to return to work.
6. Failure to report to work upon expiration of a leave of absence.
7. Unavailable for work due to any illness or injury in excess of twelve (12) months.

The seniority dates of the current active employees hired prior to the date of the ratification of the Agreement shall be set as is currently posted. For employees hired after the ratification of this Agreement and when in the event that two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four social security numbers shall be considered as having the least seniority for tie breaking purposes.

## **Section 2 - PROBATION PERIOD**

An employee's seniority will not be established until after the employee has passed the ninety (90) calendar probationary period. At the Company's sole discretion, it may extend the probationary period an additional thirty (30) days in cases where the probationary employee needs additional evaluation. The Employer may extend the probationary period for the length of time that a probationary employee may be out on a Leave of Absence.

Probationary employees will not have seniority and can be released from employment without recourse to the grievance procedure. After passing the probationary period, an employee's seniority date shall revert back to the original date of hire.

## **Section 3 - LAYOFF PROCEDURE**

In the event of a reduction in force, the Employer shall first layoff all temporary/agency employees, then it shall layoff the least seniority employee in the job classifications being reduced. However, the Employer cannot be forced to retain any employee who is not qualified to perform the work required which includes consideration of performance history.

#### **Section 4 - LAYOFF NOTIFICATION & NOTIFICATION OF VOLUNTARY TERMINATION**

The Employer shall provide written notification to the Local Union of any lay off at the same time the affected bargaining unit employees are notified. Employees shall be required to give one (1) week's notice to the Employer before voluntarily terminating their services. The Union agrees to make every effort to secure Employee compliance with this provision.

Employees who have been employed by the Company one (1) or more years and who are laid off because of lack of work and/or a reduction in the work force, shall be entitled to one (1) week's notice of such layoff, such notice to be given no later than the first (1<sup>st</sup>) half of the first (1<sup>st</sup>) shift of the Employee's last workweek. It is expressly understood that employees who are discharged for cause or who voluntarily quit shall not be entitled to any notice of layoff or termination of employment.

#### **Section 5 - RECALL PROCEDURE**

In the event of recall, the Employer will recall employees in reverse order of layoff. In the case of recall, the Employer agrees to notify by certified mail to the last known address of the laid off employee who, in accordance with this Article, is eligible to fill the job vacancy. A copy of the notice shall be sent to the Union. The Employer may fill the vacancy on a temporary basis pending the return of such employee. If the employee fails to contact the Employer within seventy-two (72) hours of the date of the notice receive, the vacancy may be filled in accordance with the terms of this Agreement and the Employer's obligation to the employee shall cease.

#### **Section 6 - BIDDING NEW JOB CLASSIFICATIONS**

In the event a permanent job vacancy occurs which the Employer desires to fill, notice of such vacancy shall be posted for seven (7) calendar days on the Company Bulletin Board. During this time employees may bid for such jobs, provided that employees who are on a long term leave of absence will not be permitted to bid for such jobs. An employee who bids for a position and is selected must accept the bid and will not be permitted to bid on another posted position for a period of six (6) months from the date when the successful bidder begins working in the new position, unless agreed upon by the Company. The successful bidder will be moved to the job vacancy within twenty one (21) calendar days unless the posting/job is withdrawn due to legitimate business considerations.

Vacancies will be filled as follows and the following factors shall be considered:

A. Seniority; and

B. Qualifications — the word qualifications in this Agreement shall mean the possession by the employee of the ability, experience, skill and demonstrated work habits necessary for the satisfactory performance of the work for which the employee is being considered. If, between employees, the qualifications are substantially equal in the opinion of the Company, seniority shall prevail.

Nothing contained in this contract shall prevent the Employer from temporarily filling a job vacancy or not filling a job vacancy until it has determined whether there are bidders for the job or whether such bidders are qualified as set forth herein. If there are no bidders or no substantially qualified bidders, nothing contained in this Agreement shall prevent the Employer from offering the job to a new employee.

## **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

### **Section 1 - SCHEDULE GUARANTEES**

No employee shall be guaranteed a minimum number of hours of work.

### **Section 2 - HOURS OFF BETWEEN SHIFTS**

No employee shall be required to return to work without a minimum of eight (8) hours off after release from the previous work day's shift.

### **Section 3 - GUARANTEED HOURS ON A NON-SCHEDULED WORK DAY**

Employee will be guaranteed a minimum of four (4) hours pay or actual hours worked when called into work on a non-scheduled work day. Employees working on a non-scheduled work day shall be offered, on a seniority basis, the first right to go home if work permits release prior to the end of the shift.

### **Section 4 - MEAL PERIODS**

All employees working five (5) or more consecutive hours shall receive a thirty a thirty (30) minute unpaid meal period. Employees working in excess of ten (10) consecutive hours will be provided an additional thirty (30) minute meal period, which may be waived in accordance with applicable law. Provided that an employee has taken their first meal break, the Employer will not unreasonably withhold consent to a waiver of the second meal period.

Employees working in excess of twelve (12) hours will be provided an additional thirty (30) minute unpaid meal period in accordance with applicable law.

## **Section 5 - REST PERIODS**

All employees shall be allowed a paid rest period of fifteen (15) minutes which does not include travel time at or near the middle of each four (4) hour period of work, and at the end of a scheduled eight (8) hour workday if

more than one (1) hour additional work is anticipated. However,

employees scheduled for a ten (10) hour workday shall receive two (2) such fifteen (15) minute breaks and an additional fifteen (15) minute break if at the end of the scheduled ten (10) hours more than one (1) hour additional work is anticipated.

## **ARTICLE 18 - HEALTH AND WELFARE**

A. As of the effective date of this Agreement, the employees subject to this Agreement, together with substantially all of the balance of the employees of the Employer, are covered by and participate in benefit plans that are provided by the Employer or by outside providers at a cost to the Employer. The plans are medical, dental, vision, life insurance, short-term disability insurance, long-term disability insurance and flexible spending account. Employees subject to this Agreement are not eligible to participate in Employer's profit sharing plan.

B. It is the present intent of the Employer to maintain in force for the duration of this Agreement for the employees subject to this Agreement the above or comparable plans. However, if, during the term of this Agreement, the Employer increases, decreases or eliminates the benefits listed in this Article for substantially all of the balance of the employees of the Employer, the employees subject to this Agreement will be affected by the change as well to the same extent as the other employees. The Union will be promptly notified of any such change.

C. The language in paragraphs A and B, above, shall remain effective through March 31, 2022.

D. Effective for hours worked on and after April 1, 2022, the Employer and the Union agree that the Employer shall make contributions to the Teamsters Miscellaneous Security Trust Fund ("Trust Fund") on behalf of full-time employees (defined as employees who work an average of thirty (30) hours or more in a 52 week period) who both (a) affirmatively elect and do not drop coverage under the plan and (b) pay the employee contribution as set forth herein, of the Employer's cost of coverage for the applicable coverage level selected by the Employee ("Covered Employees"). The purpose of these contributions is to enable the Employee and, if applicable, eligible dependents, to receive group health plan coverage from the Trust Fund as set forth in the Trust Fund's Plan Documents and as may be modified by the Trust Fund from time-to-time.



Employees who validly complete the "Opt Out" form provided by the Trust Fund shall receive \$15 per week in their paycheck as an opt out reimbursement.

The current amount of the contribution for each level of benefits is as set forth in Addendum B of this Agreement. Effective April 1, 2022, the Employer shall be responsible for eighty-five percent (85%) of the contribution amount in Addendum B. If in any given calendar year, there is an increase in contribution amounts, the Employer shall be responsible for eighty-five percent (85%) of any increase, so long as the total increase is not more than five percent (5%) of the then current contribution amount. Any increases in excess of five percent (5%) of the then current contribution amount shall be borne exclusively by the employees.

Each Covered Employee will, effective April 1, 2022, contribute fifteen percent (15%) of the contribution amount in Addendum B. If in any given calendar year, there is an increase in contribution amounts, each Covered Employee shall be responsible for fifteen percent (15%) of the increased amount for increases up to five percent (5%), and one hundred percent (100%) of any increased contribution amounts in excess of five percent (5%) of the then current contribution amount.

The Employer will pay to the Trust Fund the full amount of the contribution for each Covered Employee and will withhold the Covered Employee's portion of the contribution rate. If an employee at any time ceases to allow the Employer to deduct the employee's share of the Trust Fund contributions, the employee will cease to be a Covered Employee, meaning the Employer will no longer be required to make contributions to the Trust Fund on the employee's behalf.

Compliance with Affordable Care Act: The Union and the Employer intend for the language of the collective bargaining agreement to comply with the Affordable Care Act and its implementing regulations (collectively, "ACA") such that the Employer complies in full with its obligation to offer health coverage to bargaining unit employees in accordance with the ACA by virtue of its participation in the Fund. To the extent any contract language does not fully comply with the ACA, such language shall be considered to be revised to minimally comply with the ACA. In the event of a dispute as to how to revise the language to minimally comply, the Employer's position on any needed revision will apply until such time as the parties have negotiated replacement language. Nothing herein, however, shall require the Employer to pay more than the contribution rates set forth herein.

The employees covered by this agreement will be offered Short-Term Disability, Long-Term Disability, Supplemental Life Insurance, and Flexible Spending Accounts on the same basis as other employees of the Employer in the facility, as these plans may be amended or terminated from time-to-time in the sole discretion of the Employer. Employees subject to this Agreement are not eligible to participate in any Employer profit sharing plan.

## **ARTICLE 19 - 401-K**

### **Section 1 - WAREHOUSE CONTRIBUTIONS 401-k**

1. Retirement/401(k): Regular employees shall continue to be eligible to participate in the Employer's 401(k) plan as amended from time to time. Regular employees must meet and maintain the eligibility requirements of that plan to receive benefits.

## **ARTICLE 20 - GENERAL AND MISCELLANEOUS**

### **Section 1 - UNIFORMS**

All uniforms, equipment or materials the Employer requires of an employee shall be provided by the Employer, including its past practice of providing annual vouchers for approved safety shoes in accordance with the Employer's safety shoe policy.

### **Section 2 - SENIORITY LIST**

The Employer will maintain and post on the bulletin board current seniority lists during the month of November of each year. The Union will be sent a copy of such seniority lists when posted.

### **Section 3 - EMPLOYEE - TRAINING**

If the Employer determines there is a need for training, it shall post for at least seven (7) calendar days, in all timeclock locations, "Training Opportunity" sheets for various job classifications. The Employer will choose, by seniority, which employees it will train.

### **Section 4 - WORK SCHEDULES**

When an employee leaves a position within a job function, the vacated schedule will be posted for bid through the formal process outlined in Article 16, Section 6 (Bidding New Job-Classifications)

**THIS AREA LEFT BLANK INTENTIONALLY**

### ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period of October 3, 2021 to and including March 20, 2024 and thereafter from year to year unless terminated by either party as hereinafter provided.

Sixty (60) days prior to March 20, 2024 or any subsequent annual anniversary date, either Party may notify the other Party in writing of its desire to cancel the existing Agreement or to negotiate a new contract.

IN WITNESS WHEREOF, the Parties above named affix their names and the signatures of their authorized representatives this day of 28 April, 2023.

UNFI

Teamsters Local 166

*Valerie Marsh*

By: Valerie Marsh  
Senior Vice President, Labor  
Relations & Strategy

*Mike Pharris*

By: Mike Pharris  
Secretary Treasurer  
Teamsters Local 166

06/02/23

**Addendum A****Warehouse Classifications  
Wage Rates**

<b>Receiver, Forklift Operator, Selector, Loader, Returns, General Warehouse</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$4.25</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$28.52	\$29.27	\$30.02
48 Months	\$27.09	\$27.81	\$28.52
36 Months	\$25.67	\$26.34	\$27.02
24 Months	\$24.24	\$24.88	\$25.52
12 Months	\$22.82	\$23.42	\$24.02
Hire Rate	\$21.39	\$21.95	\$22.52

<b>Maintenance Mechanic I</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$3.54</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$32.50	\$33.25	\$34.00
48 Months (95%)	\$30.88	\$31.59	\$32.30
36 Months (90%)	\$29.25	\$29.93	\$30.60
24 Months (85%)	\$27.63	\$28.26	\$28.90
12 Months (80%)	\$26.00	\$26.60	\$27.20
Hire Rate (75%)	\$24.38	\$24.94	\$25.50

<b>Maintenance Mechanic II</b>			
<b>Step</b>	<b>October 2, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$4.40</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$37.50	\$38.25	\$39.00
48 Months (95%)	\$35.63	\$36.34	\$37.05
36 Months (90%)	\$33.75	\$34.43	\$35.10
24 Months (85%)	\$31.88	\$32.51	\$33.15
12 Months (80%)	\$30.00	\$30.60	\$31.20
Hire Rate (75%)	\$28.13	\$28.69	\$29.25

<b>Inventory Control I / Quality Control I</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$3.50</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$27.50	\$28.25	\$29.00
48 Months (95%)	\$26.13	\$26.84	\$27.55
36 Months (90%)	\$24.75	\$25.43	\$26.10
24 Months (85%)	\$23.38	\$24.01	\$24.65
12 Months (80%)	\$22.00	\$22.60	\$23.20

Hire Rate (75%)	\$20.63	\$21.19	\$21.75
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<b>Inventory Control II / Quality Control II</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$3.57</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$29.50	\$30.25	\$31.00
48 Months (95%)	\$28.03	\$28.74	\$29.45
36 Months (90%)	\$26.55	\$27.23	\$27.90
24 Months (85%)	\$25.08	\$25.71	\$26.35
12 Months (80%)	\$23.60	\$24.20	\$24.80
Hire Rate (75%)	\$22.13	\$22.69	\$23.25

<b>General Maintenance / Warehouse Admin</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$3.43</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$25.50	\$26.25	\$27.00
48 Months (95%)	\$24.23	\$24.94	\$25.65
36 Months (90%)	\$22.95	\$23.63	\$24.30
24 Months (85%)	\$21.68	\$22.31	\$22.95
12 Months (80%)	\$20.40	\$21.00	\$21.60
Hire Rate (75%)	\$19.13	\$19.69	\$20.25

<b>Sanitation</b>			
<b>Step</b>	<b>October 3, 2021</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
<b>TOS Increase</b>	<b>\$5.74</b>	<b>\$0.75</b>	<b>\$0.75</b>
60 Months (100%)	\$24.50	\$25.25	\$26.00
48 Months (95%)	\$23.28	\$23.99	\$24.70
36 Months (90%)	\$22.05	\$22.73	\$23.40
24 Months (85%)	\$20.83	\$21.46	\$22.10
12 Months (80%)	\$19.60	\$20.20	\$20.80
Hire Rate (75%)	\$18.38	\$18.94	\$19.50

**Premiums and Shift Differentials:**

<b>Type</b>	<b>Amount per Hour</b>
Reach Truck Premium	\$1.00
Freezer Premium	\$2.00
Overnight Shift Differential <i>(Shifts that start between 3 PM and 3 AM)</i>	\$1.25
Weekend Shift Differential <i>(Shifts that start between Friday at 7 PM and Sunday at 7 PM)</i>	\$2.00

*Note: Shift differentials do not stack; only the highest will apply.*

*Premiums and shift differentials may be stacked, and only apply to hours actually worked.*

**Addendum B**

The Health Plan Benefits provided pursuant to this Agreement will be the Plan A1 and Liberty Dental offered through the Teamsters Miscellaneous Security Trust Fund. The total contribution rates paid to the Trust Fund for this coverage shall be, effective January 1, 2022, \$852.00 for single coverage; \$1,412.00 for employee plus one coverage; and \$2,168.00 for family coverage. The Employer will initially pay eighty-five percent (85%) of the cost and the employee will pay fifteen percent (15%) of the cost, with additional contribution rate increases to be allocated as set forth in Article 18 of this Agreement.

### Letter of Agreement

Within sixty (60) days after the date of ratification of this Agreement, the Union and the Company will agree on a date for FMCS mediated Steward/Supervisor Contract Administration Training to be held within one hundred twenty (120) days after the date of ratification.

IN WITNESS WHEREOF, the Parties above named affix their names and the signatures of their authorized representatives this \_\_\_ day of \_\_\_, 2022.

UNFI		Teamsters Local166
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By: <Name>  
<Title>

By: <Name>  
<Title>

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By: <Name>  
<Title>

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By: <Name>  
<Title>

		By: <Name> <Title>
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