

1.X: Labor Peace, Neutrality and Card Check

The employer will provide labor peace and neutrality and allow for a card check agreement for any departments that are not stated in the recognition clause of the contract such as prepared coffee departments, employer owned liquor stores (even if it doesn't share an address with the store), and any other ancillary departments where the employer employs workers that are not currently part of the bargaining unit but are on the property or exist in a common retail shopping area.

If a majority of employees in the specific area within a store indicate on authorization cards their interest to be members of UFCW, a mutually agreed upon neutral third party will verify, and the employer will recognize the group for purpose of collective bargaining. The new group will be included in the CBA for all general purposes and a letter of understanding will be negotiated around the terms specific to their wages or job specific working conditions. The specifics of the letter of understanding will be assimilated into the general CBA upon the contract being renegotiated.

1.X: Gender Neutral Language

It is the intent of the parties to use gender neutral language throughout the document.

1.X Name Tags

The employer will provide an option for employees to identify their preferred pronoun on their uniform.

2.6X: Schedules posted by seniority

All names on schedules will be in order of seniority when posted.

2.6X: Consistent and consecutive days off

Kowalski's and Festival:

The employer will provide all employees in each store with a consistent day off, Monday through Thursday, chosen by seniority. When requested, the employer will also grant employees with consecutive days off within the work week.

Jerry's:

Proposing the same language as the County Market CBA (2.6B2 reg. consecutive days off)

2.6X: Electronic Schedules

The Employer will provide schedules for all members in all departments to the union in excel or CSV format and submit them electronically on the date in which schedules are due to be posted in the stores.

4.2: Seniority for Promotions

Lunds and Byerlys:

4.2 E; Remove: Effective with the 2019 ratification, the employer may hire or promote into the Universal full time position at the employers discretion without regard to seniority and will consider current employees first.

Change "most qualified" to "qualified." Change "equally qualified" to "qualified."

9.1: Safety Language (Replaces current 9.1)

A. Commitment to Safety

1. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard.
2. 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.
3. The Employer agrees that it alone 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.

B. Safety Training

The Employer will provide employees with mutually acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment, ergonomics, and early signs and symptoms of musculoskeletal disorders. The Employer agrees to pay employees for attending such orientations and training. The Employer will not ask or allow any employee to work or operate any equipment until the employee has received all relevant training.

The Employer will pay employee Committee members for time lost while acting as Committee members. The Employer will also pay lost time, amounting to five days per year, for Committee members to attend safety and health and ergonomics conferences and training.

C. Protective Equipment

The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

D. Safety and Health Committees/ Safety Representatives

1. The Company will participate with the Union on a Joint Labor/Management Safety and Health Committee. The Committee shall consist of equal representatives from the Union and the Industry, subject to replacement under such circumstances and conditions as each party may determine. The Safety and

The Union reserves the right to add, modify, subtract, or delete any of its proposals at any time.

Health Committee shall meet regularly, but not less than quarterly. The employer will pay committee members for their participation in scheduled Safety and Health committee meetings.

2. The Union may designate one employee per store to act as a Safety Representative. The Safety and Health Representative will receive one additional day per year to attend a Union sponsored Safety and Health Conference.

E. Incident / Accident Investigations

The Employer will promptly notify the Union designated Committee members of any accident resulting in injury. The Employer agrees that any Union appointed Committee member may be involved with the Employer's investigation of accidents, hazards or unsafe conditions.

F. Safety Investigations

The Safety and Health Director, or his representative, of the Union shall have the right to visit any of the Company's places of business in order to ensure a safe work environment.

Appendix X: Chairs/Stools and Anti Fatigue Mats

The employer will provide an ergonomic chair or stool option for cashiers who request one. Where employees stand regularly, the employer will provide anti-fatigue mats.