

# Knowlan's South St. Paul/Maplewood Tentative Agreement April 19, 2023 Full Committee Recommendation

## Article 1 – Union Security

### *New language*

#### Section 1.5: Gender Neutral Language

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

#### Section 1.6: Name Tags

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

## Article 2 – Wages, Hours and Working Conditions

### *New language:*

#### Section 2.5: Work Schedules:

A. Posting Schedules: Schedules for all employees will be posted in each store by Friday noon for the following two (2) work weeks.

1. When changes to the Employer's scheduling system allows them to post schedules in seniority order, the Employer will do so.

C. Electronic Scheduling: The Employer will email copies of work schedules to the Union upon request. When the Employer upgrades their scheduling software, they will regularly and routinely email electronic copies of all schedules, or schedule data to the Union, in a data format within the Employer's capabilities and preferred by the Union, on the day in which the schedules are due to be posted in stores.

### *Change language to read:*

#### Section 2.10: Other Working Conditions:

D. Uniforms and Equipment: ... If a specific uniform or insignia is required by the Employer, a **second set of** that uniform will be provided by the Employer except for white shirts **after completion of the employee's probationary period.**

## Article 3 – Seniority

### *New language*

#### Section 3.2: Application of Seniority

D. Promotion and Hiring into Full-time: In the event of a full-time vacancy, the Employer will post all full-time openings for bargaining unit positions for not less than five (5) days. The Employer will consider qualified part-time employees who possess the required skills and qualifications as determined by the Employer prior to filling the vacancy from outside the existing bargaining unit. The promotion and demotion of department heads will be within the discretion of the Employer. Demotion of department heads will not be arbitrary or capricious.

## Article 7 – Leave of Absence

### *Change language to read:*

#### Section 7.3: Bereavement Leave

A. After completing the probationary period all employees shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to grieve, arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employee's spouse, parents, step-parents, grandchildren, brothers, sisters, mother-in-law or father-in-law or grandparents. In the event of the death of a spouse, domestic partner or

children (child, step-child, adopted child, foster child and legal guardian's child), the employee shall be entitled to a maximum of four (4) days bereavement leave.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance.

C. Employees will be entitled to one (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative living in employees home at time of death.

D. Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section.

## **Article 8 – Health and Safety**

*New language (replace current language)*

### Section 8.1: Commitment to Safety

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

B. 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.

C. The Employer will establish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employee.

### Section 8.2: Safety Training

A. The Employer will provide employees with orientation and training including any relevant training for equipment, products, or chemicals necessary to perform their jobs safely.

B. The Employer agrees to pay employees for attending such orientations and training.

### Section 8.3: Protective Equipment

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

B. The Employer will provide cashiers with an ergonomic chair or stool for a bona fide ADA accommodation. Where employees stand regularly, the Employer will provide and maintain anti-fatigue mats.

### Section 8.4: Safety Meetings

A. Safety committee meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and outcomes will be posted in-store for all store employees to review and provide feedback.

B. If a store has a Union steward available, the Employer will have them participate in regular safety meetings. If there is no steward available, at least one Union member will participate. Employees shall be paid for any time spent in safety meetings.

**Article 23 – Term of Agreement**

2-year agreement with effective dates 4/2/2023 – 4/5/2025.

**Appendix “A” – Wages (Retroactive to 4/2/2023)**

<b>Classification</b>	<b>4/3/2022</b>	<b>4/2/2023</b>	<b>3/31/2024</b>
Department Head	\$20.30	\$21.80	\$22.80
Overscale Increases		\$1.50	\$1.00
Full-Time	\$18.10	\$19.60	\$20.60
Overscale Increases		\$1.50	\$1.00
Part-Time			
0 – 520 Hours	Youth \$10.60 \$10.80	\$11.50	\$11.75
521 – 1040 Hours	\$11.05	\$11.75	\$12.00
1041 – 1560 Hours	\$11.30	\$12.00	\$12.25
1561 – 2080 Hours	\$11.75	\$12.50	\$12.75
2081 – 2600 Hours		\$13.00	\$13.25
2601 – 3120 Hours	\$12.55	\$13.55	\$13.80
3121 – 4160 Hours		\$14.05	\$14.30
4161 – 5200 Hours		\$15.05	\$15.30
5201+ Hours		\$16.05	\$16.30

Part-Time Overscale: Employees currently making overscale wages will be mapped to a rate on the new scale that is no less than \$1/hour than their current rate.

Current Youth Scale will be eliminated and merged into Part-Time Scale

Employees will map to the new scale as follows:

<b>Current Wage</b>	<b>New Wage</b>	<b>Hours</b>
Youth	\$11.50	Start at 0 Hours and progress from that point
\$10.60	\$11.50	Start at 0 Hours and progress from that point
\$10.80	\$11.50	Start at 0 Hours and progress from that point
\$11.05	\$11.75	Start at 521 Hours and progress from that point
\$11.30	\$12.00	Start at 1041 Hours and progress from that point
\$11.75	\$12.50	Start at 1561 Hours and progress from that point
\$12.55	\$13.55	Start at 2601 Hours and progress from that point

Example of wage progression for current employee at \$12.55/hour rate:

<b>Current/Future Wage</b>	<b>New Wage</b>	<b>Amount of Raise/Hour</b>	<b>After # Hours</b>
\$12.55	\$13.55	\$1	0
\$13.55	\$14.05	\$.50	520
\$14.05	\$15.05	\$1	1040