

**ARTICLE 1**  
**UNION SECURITY**

**Union 1**

**SECTION 1.5: JURISDICTION:**

C. The Employer may sell any meat products including, but not limited to, all forms of pre-processed or case-ready meat, fish or poultry, ~~subject to the provisions of the Meat Job Security Letter of Understanding dated March 6, 2005.~~ **No Meat Department employee may be laid off or reduced in hours while the employer is utilizing any form of pre-processed or case ready meats including, but not limited to, lamb, veal, pork, chicken, beef, ground beef or sausage.**

**\*\*\* As part of its proposal regarding changes to Article 1.5 the Union also proposes the deletion of all Letters of Agreement related to case ready meats. It is the Union's intent that the proposed language changes to "C." under section 1.5 would replace these Letters of Agreement and make them irrelevant. \*\*\***

**Union 2**

**ARTICLE 2 – WAGES, HOURS AND WORKING CONDITIONS**

**SECTION 2.1: WAGE RATES:**

A. Minimum Wage Rates: The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX "A" and made a part of this Agreement.

**1) If any federal, state, city, county or other minimum wage rate increases to an amount equal to or above any of this Agreement's wage rates, those rates will increase by one dollar (\$1.00) above the new minimum wage rate. All other rates will rise by an amount equal to the percentage increase of the Agreement's lowest wage rate.**

**Union 3**

**SECTION 2.5: SUNDAY WORK:**

E. Rates of pay shall be as follows:

1) ~~Straight Time and one-half (1-1/2) the straight time rate of pay for:~~

a. All Senior Retail Specialists (including department heads), **all Meat employees (full and part-time), Retail Specialists, Universal employees** and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.

~~b. Retail Specialist, Universal employees, Regular Part-time, and Prime-time.~~

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

- 2) Straight time plus a \$ .50 per hour premium for:
  - a. All Courtesy Clerks, **Regular Part-time, and Prime-time.**
  
- 3) ~~Time and one-half (1-1/2) the straight time rate of pay for:~~
  - a. ~~All Senior Retail Specialist employees (including department heads) and Full-time Maintenance employees hired or promoted from part-time before March 9, 2008.~~
  
  - b. ~~All Meat employees (full and part-time).~~

#### Union 4

#### **SECTION 2.8: WORK SCHEDULES:**

- D. 1) Presently employed Journeymen, **Wrappers** and Apprentices who were scheduled to work for the six (6) weeks prior to February 22, 1971, cannot be required to work more nights than scheduled to work during that six (6) week period.
- 2) Presently employed Journeymen and Apprentices ~~who were on the seniority list prior to May 12, 1974,~~ shall not be required to work any more than two (2) nights per week. ~~with the exception of:~~
- ~~\_\_\_\_\_ a) \_\_\_\_\_ Those on a schedule for the six (6) weeks prior to February 22, 1971, as per Paragraph No. 1 in this SECTION E, or~~
- b) Those employees scheduled on a rotating basis within each individual market.
- 3) The above guarantee will not restrict the Employer's right to lay off by seniority, and may be affected by the reduction of store hours. (Example: If an employee is working on Monday night and the store closes on Monday night, that portion of their guarantee is eliminated).
- ~~4) \_\_\_\_\_ Any Journeyman or Apprentice employed after May 12, 1974, may be scheduled as many nights as necessary.~~
- ~~\_\_\_\_\_ 5) \_\_\_\_\_ Wrappers employed prior to May 12, 1974, may not be scheduled more than two (2) nights per week. Any Wrapper beginning work after May 12, 1974, may be scheduled as many nights as necessary.~~

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

## Union 5

### **SECTION 2.9: MINIMUM SCHEDULED HOURS:**

B. ~~Unless requested by the employee~~ ~~No no~~ employee shall be scheduled for less than ~~twenty-six~~ ~~fifteen (15)~~ hours per work week, except those scheduled for the last working day of the week (Saturday), who shall be scheduled for not less than six (6) hours.

C. 1) At least twenty-four percent (24%) of the regular part-time employees in each store (excluding bagger/carry-outs/part-time maintenance), in order of part-time seniority, will be provided an opportunity to work schedules of at least ~~thirty-two~~ ~~twenty-six (26)~~ hours or more per week. This percentage will be achieved within each store through attrition as hours become available.

2) A senior regular part-time employee may choose to be scheduled for less than ~~thirty-two (32)~~ ~~twenty-six (26)~~ hours by written request to the store manager.

## Union 6

### **SECTION 2.14: OTHER WORKING CONDITIONS:**

D. Uniforms and Equipment: No employee covered by this Agreement shall be required to pay for linen or dry cleaning, nor shall they be asked to furnish tools of the trade. In the event the Employer furnishes to the employees wash-and-wear uniforms and the employees accept same, the employees shall launder the uniforms. If a specific uniform or insignia is required by the Employer, that uniform will be provided by the Employer ~~except for white shirts~~. ~~The employer shall provide one (1) uniform at the time of hire, and three (3) uniforms every year thereafter on the employee's anniversary date.~~

## Union 7

### **G. Discounts:**

All Employees will receive a ~~twenty (20)~~ percent discount on all retail purchases made at the store.

Full-time and Part-time employees with at least ~~twenty (20)~~ years of service will receive a lifetime employee discount of ~~twenty (20)~~ percent off purchases.

## Union 8

### **ARTICLE 3** **FULL-TIME/PART-TIME RATIOS**

The Employer must maintain a minimum total grocery bargaining unit workforce, ratio of Full-time to part-time, of ~~35%:65%~~ ~~25%:75%~~; no less than ~~30~~ ~~20%~~ of the Employer's full-time grocery bargaining unit workforce will consist of full-time employees exclusive of Retail Specialist employees; the remaining 5% may be made up with Retail Specialist employees. Full-time waivers UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

employees, if they are not current employees will not count in this ratio. ~~Waiver, Prime-time and Courtesy Clerk employees are excluded from this ratio.~~ Regular Part-time employees on Full-time waivers will be counted as Part-time.

Prime-time employees may not exceed a maximum of **fifteen (15)** ~~twenty (20)~~ percent of the Employer's combined Part-time and Prime-time work force, companywide. The achievement and maintenance of the ratio described above is subject to an exception in the case of a store closing. In that case, the Employer's percentages may be adjusted by the actual loss of positions caused by that closing.

## Union 9

### **ARTICLE 4 - SENIORITY**

#### **SECTION 4.7: EMPLOYEE TRANSFER:**

A. The Employer agrees to give an employee two (2) weeks' notice of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business.

B. The Employer will not transfer an employee as a means of discipline.

~~C. The Employer shall consider the circumstances of the affected employee in making the transfer decision.~~

**DC.** If a regular part-time or bagger/carry-out/ part-time Maintenance employee is transferred by the Employer, they shall retain their accumulated experience for the purpose of acquiring and retaining seniority.

**ED.** Retail Specialist employees ~~hired prior to March 9, 2008,~~ may be transferred to other stores by mutual agreement with the Employer. ~~Retail Specialists hired after March 8, 2009 may be transferred at the Employer's discretion.~~

**FE.** The Employer shall notify the union of the need to temporarily transfer full time and part time employees between Knowlan's stores and Festivals stores. These transfers shall be on a temporary basis not to exceed ninety (90) calendar days. Any extension of this limitation shall be by mutual agreement. Transfers shall be made only with those employees who volunteer. Festival employees transferring to Knowlan's stores shall maintain all benefits and wages. Knowlan's employees transferring to a Festival store shall maintain all benefits and be paid the applicable Festival wage rate.

**F. Transfers to other locations within the company shall generally be by mutual consent. If a transfer to another location within the company is required, the employer shall first ask for volunteers. If there are no volunteers, transfers shall occur by inverse seniority within the affected seniority classification.**

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

**Union 10**

**ARTICLE 5**  
**HOLIDAYS**

**SECTION 5.4: NEW YEAR'S EVE, NEW YEAR'S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:**

B. 1) Work on New Year's Day and Thanksgiving Day shall be voluntary for all meat department employees. Work on Memorial Day, Fourth of July and Labor Day (the "summer holidays"), shall be voluntary for all meat department employees ~~who were hired prior to May 2, 1983, and may be required for employees hired thereafter.~~ The stores shall first be staffed by volunteers according to the following steps (in numerical order).

- a. Journeyman Meat Cutter Volunteers,
- b. Apprentice Meat Cutter Volunteers.
- c. Wrapper volunteers.
- d. Other Than Journeyman volunteers.
- e. Outside Extra Journeyman Meat Cutters or the Employer can run dry.
- f. Application of Steps c through e shall apply to volunteers qualified to perform the duties.

C. Regular Part-Time, prime-time and Courtesy Clerks

1) ~~Hired before May 15, 1983~~

~~\_\_\_\_\_~~a. Work on the summer holidays, Thanksgiving and New Year's shall be voluntary for all regular part-time, **prime-time** and Courtesy Clerk employees. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers. ~~In the event there are insufficient volunteers to staff the store, the Employer may schedule the required number of employees by reverse order of store seniority by classification.~~

~~\_\_\_\_\_~~b. ~~No employee shall be required to work on more than one (1) of the three summer holidays per year. The required maximum of work on one (1) of the summer holidays is considered to be fulfilled by the employee whether the employee volunteers or is scheduled by the Employer under the reverse seniority system outlined above.~~

2) ~~Hired on or after May 15, 1983~~

~~\_\_\_\_\_~~Any regular part-time and Courtesy Clerk employee hired on or after May 15, 1983, may be scheduled to work on the summer holidays, New Year's or Thanksgiving.

~~\_\_\_\_\_~~3) ~~All part-time and Courtesy Clerks~~

~~\_\_\_\_\_~~a. ~~Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers part-time employees will be scheduled by reverse seniority.~~

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

b. Work performed on the summer holidays and on New Year's (after 6:00 PM on New Year's Eve and on New Year's Day) and Thanksgiving Day shall be outside the regular work week for the purposes of "Minimum Scheduled Hours" and "Temporary Full-Time" as set forth in ARTICLE 2 of this Agreement.

c. Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8) in addition to holiday pay provided the employee is eligible for holiday pay based on the eligibility rules of this ARTICLE 5. Hours worked in excess of eight (8) shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

4) ~~Prime time part-time~~  
~~Prime time part-time employees will be scheduled according to Section 6.6.~~

#### Union 11

D. Election Day: The Company agrees to pay all workers who are registered voters up to two (2) hours to vote on Election Day at the employee's straight time rate of pay.

#### Union 12

#### ARTICLE 6 DEFINITIONS

#### **SECTION 6.6: PRIME TIME PART-TIME:**

D. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between grocery and delicatessen operations. ~~For purposes of assessing the Employer's compliance with ARTICLE 3 (ratio), prime time part-time employees do not count as part of the Employer's ratio. However, prime~~ Prime time part-time employees may not exceed a maximum of **fifteen (15)** ~~twenty (20)~~ percent of the Employer's total combined part-time and prime time part-time work force company-wide. These employees will maintain their seniority date when moving from prime-time to regular part-time. They will be credited their hours accordingly. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this Agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the prime time part-time position.

#### Union 13

#### **SECTION 6.8: CLERK/MEAT STOCKER:**

B. No grocery employee shall perform this work as long as any meat department employee ~~hired before March 6, 2005~~, is on layoff or partial layoff without offering this work to the employee who is on layoff who could perform this work at their normal rate of pay.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

**~~SECTION 6.17: WRAPPER/OTHER THAN JOURNEYMAN/UNIVERSAL EMPLOYEES/RETAIL SPECIALIST EMPLOYEES WORK ACTIVITIES:~~**

~~These employees are permitted to perform any work in the Meat Department except for those job duties expressly reserved for Journeymen and Apprentices, as described in SECTION 6.13. In addition, Wrappers, Other Than Journeymen, Universal Employees and Retail Specialist Employees may wait upon trade, and use the knife or slicers when necessary to finish a product already supplied by the Journeymen or Apprentices as in the sale to an individual customer. These employees' duties may also include portion cutting of fish fillets for traying purposes and fabricating and processing of all value added or specialty items. Wrappers and Other Than Journeymen ONLY may, after the initial daily grind, provide supplemental grind.~~

**Union 14**

**New H - Inclement Weather:**

An employee shall not be disciplined for an unforeseen absence that occurs when a "No Travel Advisory" has been issued by the Department of Transportation.

Employees may use Vacation, or Sick Time to cover the absence.

If an employee does not have enough paid time off in their bank to cover time off due to inclement weather, the member shall not be disciplined.

**Union 15**

**SECTION 6.18 Extra Duties:**

Employees who are required to take on multiple roles and extra duties during a shift shall receive a premium of one dollar and fifty cents (\$1.50) per hour added to their base wage for all hours worked during a shift in which they are asked to perform such duties. Extra duties shall include, but not be limited to, Cashiers who also perform receiving, pricing or scanning, and employees who are designated by the employer as Manager on Duty.

**Union 16**

ARTICLE 7  
VACATIONS

**SECTION 7.1: VACATION ALLOWANCE:**

A. An employee covered by this Agreement who has had one (1) year of service with said Employer or in said store shall receive one (1) week vacation with pay as of the employee's anniversary date of employment.

B. An employee with two (2) years of continuous service with said Employer shall receive two (2) weeks vacation with pay each year as of the employee's anniversary date of employment.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

C. An employee with **five (5)** ~~eight (8)~~ years of continuous service with said Employer shall receive three (3) weeks vacation with pay each year as of the employee's anniversary date of employment.

D. An employee with **ten (10)** ~~sixteen (16)~~ years of continuous service with said Employer shall receive four (4) weeks vacation with pay each year as of the employee's anniversary date of employment.

E. An employee with **fifteen (15)** ~~twenty (20)~~ years of continuous service with said Employer shall receive five (5) weeks vacation with pay each year as of the employee's anniversary date of employment.

## Union 17

### **ARTICLE 9 – HEALTH AND SAFETY**

E. Stores that are open to the public between the hours of 10pm and 6am must maintain a minimum staffing level of three (3) front end personnel during these hours. This requirement is in recognition of the employer's continued efforts to provide a safe and healthy work environment for all employees.

## Union 18

### **ARTICLE 18 – LEGAL ISSUES**

A. Discrimination: ~~No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union Activities.~~ **The Company agrees that it will not discriminate against or treat any worker differently because of Union membership, support or activity; race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; criminal record; or English proficiency or speaking accent.**

F. Harassment: **The Company agrees that it will not permit harassment in the workplace. Harassment means unwelcome comments or conduct. No one at the workplace, including managers, supervisors, workers or third-parties such as vendors, consultants and independent contractors, may make comments or engage in conduct that is known to be or should reasonably be known to be unwelcome. Examples of harassment (harassment is not limited to these examples):**

- **Groping or fondling anyone.**
- **Showing pornographic or lewd photos, or making lewd comments.**
- **Making racist, sexist or homophobic comments, or negative comments about a religion.**
- **Making derogatory or offensive comments about someone's appearance or background.**

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.



- Asking a worker on a date after the worker indicated that the request invitation was unwelcome.
- Deliberately or repeatedly using a name or pronoun when speaking or referring to a transgender worker other than the name the worker chose and the pronoun the worker identifies with.
- Teasing, picking on, or treating, interacting or communicating with a worker differently because of the worker's race, national origin, color, gender, religion, age, disability, pregnancy, physical or mental health condition, sexual orientation, gender identity or expression, or gender questioning.

## Union 19

### **ARTICLE 25 – DRUG AND ALCOHOL TESTING**

~~A test for illegal drugs and/or alcohol may be conducted on employees who caused or contributed to accidents occurring during work time or on the Employer's property. Covered accidents include accidents that the employee caused or contributed to that involve:~~

- ~~1. Personal injury to employee or others which necessitates first aid and/or medical attention; and/or~~
- ~~2. Substantial damage to the Employer's property which may necessitate first aid and/or medical attention to employees or others.~~

~~Employees are expected to make themselves available for Employer-paid, post-accident testing. The Employer shall adopt drug and alcohol testing procedures which conform to Minnesota Statute 181.950 and following which shall govern all drug and alcohol testing. Time spent in drug testing shall be paid at the employee's regular straight time rate of pay. Any employee who fails to report any work-related accident may be subject to disciplinary action, up to and including termination. Employees terminated for illegal drug and/or alcohol offenses who file a timely grievance and provide the Employer with certificate of rehabilitation will be reinstated.~~

A. The Company may neither administer nor require any worker to submit to a test for drugs or alcohol without reasonable cause. The parties agree that reasonable cause must be based on the first-hand observation of the worker by a trained supervisor and if at all possible, corroborated by the first-hand observation of a second trained supervisor.

B. Reasonable cause means objective evidence about the worker's workplace conduct that would cause a reasonable person to believe that the worker is demonstrating physical signs of impairment due to drugs or alcohol, such as difficulty in maintaining balance, slurred speech, erratic behavior and an inability to safely perform assigned tasks. The fact that a worker has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable cause.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

C. The Company agrees that positive test results do not constitute just cause for discipline or discharge.

D. The Company agrees to offer the worker who is tested positive a mutually agreeable substance abuse program. The worker shall attend and complete the program in a timely matter. The Company agrees to pay for the program. The Company agrees that the worker has the right to continue working at the worker's current job while the worker attends the program.

## **Union 20**

### **NEW ARTICLE – SHOOTINGS, OTHER VIOLENT ATTACKS AND DANGEROUS EMERGENCIES AT STORES**

A. This provision will control in case of a shooting, other violent attack or other similar emergency that adversely affects the emotional or mental health of or injures workers. These and similar situations are called “dangerous emergencies” in this agreement.

B. The company agrees that workers do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, workers should protect themselves and, to the extent safely and reasonably possible, co-workers.

C. If a dangerous emergency occurs at a store, the company will close the store for at least 14 days.

D. In cooperation with the union, the company will develop mutually agreeable procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts or assaults), and encourage workers, customers and others to report these matters to a manager or security guard.

E. The company will update the training as new procedures to protect workers against dangerous emergencies develop.

F. 1. In cooperation with the union, the company will, at least annually, train all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to deescalate dangerous emergencies that are reasonably capable of de-escalation. New-hires will undergo this training within the first 30 days of employment. The company will pay all workers for all time they are in training.

2. Experienced trainers who've been trained by professional trainers will conduct or facilitate all trainings.

3. Interpreters will translate the training into the languages in which workers are fluent. When appropriate, trainings will use sign language and closed captioning. Translators will translate all written and electronic training materials into languages workers read.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

G. The company will ensure that nothing, including equipment and merchandise, blocks or obstructs any part of entrances, exits, emergency other doors, or exit routes. All doors will be capable of being readily and immediately opened from the inside of stores.

H. The company will install panic or emergency alert buttons that directly notify emergency and law enforcement services throughout the store, including in every department, freezer, refrigerator, restroom, checkout stand, back or storage room, and office.

I. The company will station trained, professional armed security guards at all stores during all times workers are in the store.

J. If a dangerous emergency occurs:

1. All workers assigned to the store will be on paid special administrative leave until they feel healthy enough to return to work. To qualify for the leave, workers are not required to provide a doctor's note or any other documentation, or to have been in the store during the dangerous emergency.

2. The company will pay workers for the special administrative leave at a rate equal to the average weekly amounts workers earned during the preceding quarter. For partial weeks, the company will pay a daily rate equal to the average daily amount workers earned on the days they worked during the 30 days preceding the dangerous emergency.

3. While on special administrative leave, all workers (and their dependents) will continue to receive the same health and welfare coverage they received prior to the dangerous emergency. The company will continue to make all health and welfare, and pension contributions on behalf of all workers on special administrative leave for the entire time they are on leave.

4. While on special administrative leave, the company will not charge any worker with any other leave, including vacation, sick, FMLA, personal or administrative leave, and will credit workers with any previously-approved leave, including vacation.

5. Special administrative leave shall count as hours worked for all purposes under: (A) the agreement, including seniority, step increases, vacation accrual and all benefits, including health and welfare, and (B) all federal, state and local employment laws, including the Family and Medical and Leave Act and similar sick and other leave laws.

6. The company will not oppose any unemployment or workers' compensation claim of any worker assigned to the store.

K. The company will pay for all counseling, therapy, and similar trauma or crisis service workers receive related to the dangerous emergency.

L. The company shall apply for all available victim assistance services, including those provided by local and state agencies, and non-governmental organizations, and assist workers to apply for such services.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

M. The company agrees not to reopen any store where a dangerous emergency occurred until the store is repaired to the condition the store was in before the dangerous emergency.

1. The company will give workers 14 days' advance notice of the target reopening date.

2. The company will offer returning workers their previous positions, wage rates, schedules, hours, benefits and other working conditions. The company will continue to maintain the same number of full-time positions or jobs as before the dangerous emergency.

(a) Returning workers have the right to change their schedules.

(b) The company will not assess attendance points or occurrences, or otherwise discipline workers who because they do not feel sufficiently healthy:

(1) call off of work;

(2) take more or longer breaks; or

(3) leave work early.

3. For those workers who do not yet feel healthy enough to return to work, the company will pay up to twelve (12) additional weeks of special administrative leave.

4. (a) The company will transfer workers who choose not to return to their store to openings in stores nearest, at the worker's choice, to where the worker lives or their prior store. The company will exercise best efforts to transfer those workers into the same positions they worked at their prior store, or to positions as equivalent as possible in terms of department, work performed, duties and other working conditions. The company will provide transferred workers with the same wage rates, hours, seniority, schedules, leave (including vacation and other leave), holidays and benefits (including health and welfare and pension benefits) as those the workers received at their prior store.

(b) The company agrees to pay mileage and automobile maintenance costs to any transferred worker based on the additional distance the worker travels to the new store compared to the worker's prior store.

(c) The Company agrees to establish an Internal Revenue Code Section 132 Transportation Benefit plan for all workers who transfer to a new stores because of a dangerous emergency, and to deposit into the account in the amount of one hundred dollars (\$100.00) per month per worker for a period of 12 months following the date of the worker's transfer.

(d) For all transferred workers whose childcare or dependent care expenses increase as a result of the transfer, the company will pay for the increase, up to a maximum of \$1,000 per month.

N. The company agrees to reach a mutual agreement with the union over any other effects of or issues related to the dangerous emergency that the union proposes to the company.

## Union 21

### **NEW ARTICLE – SICK DAYS**

All employees shall receive forty-eight (48) hours of Sick and Safe Leave upon ratification of this Agreement, and every year thereafter on January 1<sup>st</sup>. All new employees shall, upon hire, receive forty-eight (48) hours of Sick and Safe Leave, and every year thereafter on January 1<sup>st</sup>. Such hours shall carry over from year to year. The maximum balance for Sick and Safe Leave shall be ninety-six (96) hours. Sick and Safe Leave hours may be used in accordance with Minnesota statute 181.9447.

## Union 22

### **NEW ARTICLE – DISASTERS, PANDEMICS AND OTHER EMERGENCIES**

**Provision that Will Apply in Case of Disasters, Pandemics and Other Emergencies (“Emergency Provision”).**

A. Application of emergency provision

1. If a significant event occurs that affects workers, the workplace, or the safety and health of workers and their families, including but not limited to natural or weather disasters, epidemics, pandemics, catastrophes, public health emergencies, or similar events, or if a federal, state or local government announces or declares the event a disaster, emergency, or similar event, this emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as “emergencies.” All other sections of this Agreement not in conflict with this emergency provision will remain in effect.

B. Meeting and reaching agreement with the Union

1. Except as otherwise addressed in this emergency provision, during the emergency, the Company will provide prior notice and reach a mutually agreeable agreement with the Union before implementing any proposed new or change in any policy, procedure, or working condition.

C. Leave

1. Additional Paid Leave

(a) During the emergency, in addition to any leave this Agreement or the Company’s policies provide, the Company will provide paid leave to any worker who self-quarantines, shelters-in-place, stays home, or otherwise does not go to work:

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

- (1) based on the recommendation of a health care provider;
- (2) because they are awaiting the results of a test or diagnosis related to the emergency;
- (3) because of a positive test or diagnosis for a disease or health condition related to the emergency;
- (4) because a governmental or judicial order requires or recommends that the worker stay home;
- (5) because the federal, state or local government advises that they are at higher risk of injury, illness, or health condition;
- (6) because the worker believes that returning to work could risk the health or safety of the worker, co-workers or their families;
- (7) because the worker is caring for a family or household member who is staying home: (i) based on a health care provider's recommendation, (ii) because of a positive test for a disease or is awaiting the results of such a test, or (iii) because of a health condition related to the emergency;
- (8) because the worker is caring for a child under sixteen (16) years old whose child care facility or school has been closed or whose schedule was reduced because of the emergency;
- (9) based on the Company's recommendation or requirement; or
- (10) because the Company closes the facility.

(b) The Company will provide such additional paid leave until, corresponding with the reason why the worker took leave: (i) the relevant health care provider, government, or court declares that the worker may safely return to work; (ii) the worker feels safe to return to work; (iii) the Company no longer recommends nor prohibits the worker from returning to work; or (iv) the worker is no longer caring for a member of the worker's family or household.

2. Right to use any available leave: All workers have the right to use any available paid or unpaid leave (including all leave in this Agreement or leave that any Company policy or law provides) that they choose to address any effect of the emergency, regardless of the type of or classification of leave. For example, a worker can use accrued sick leave to address the effects of the emergency, even if neither the worker nor anyone in the worker's family is sick.

3. Company's response for missing work: The Company will not take any adverse action against a worker who misses work, takes leave, or fails to meet production goals because of the emergency. Adverse actions include but are not limited to assessing time or attendance points and any discipline or discharge.

4. Returning to previous position: All workers who take any leave under this emergency provision will return to their previous position with the same rate of pay, hours, and schedule.

D. Working during the emergency

1. During the emergency, the Company will:

(a) provide hazard pay by increasing all workers' hourly rate by five dollars (\$5.00) an hour;

(b) make every effort to allow workers to work remotely;

(c) accommodate workers who the government advises are at higher-risk of illness, health condition or injury, including but not limited to providing them with a lower-risk assignment or, if that is not available, paid leave; and

(d) make best efforts to accommodate workers who care for family or household members affected by the emergency, including but not limited to closures of or reduced operations of schools or child or dependent care facilities. Best efforts include but are not limited to changing schedules, or temporarily transferring workers to stores or facilities closer to their homes.

E. Layoffs, Reduction in Hours and Recall

1. Notice of layoff or reduction in hours:

(a) During the emergency, at least three (3) weeks prior to any layoff, whether temporary or permanent, or any reduction in hours, the Company will notify the Union in writing of its intent to layoff workers or reduce hours. If the Company fails to notify with the Union at least three (3) weeks prior to any layoff or reduction in hours, the Company will pay affected workers three (3) weeks' pay.

(b) The Company will negotiate with the Union in an attempt to avoid any layoffs or reductions in hours. If the parties are unable to reach agreement, the Company will negotiate with the Union an agreement to provide benefits to affected workers in addition to those provided by this Agreement.

(c) Prior to any layoffs, the Company will offer buyouts.

(d) The Company will layoff or reduce the hours of workers in reverse seniority.

(e) For those workers who suffer layoffs or reduced hours, the Company will:

(1) not oppose their application for full or partial unemployment insurance or other government benefits;

(2) permit them to work at another Company without severing employment with the Company; and

(3) not require them to use any leave.

2. Recall: The Company will recall laid off workers by seniority to their previous position with the same rate of pay, hours, and schedule. For workers whose hours the Company reduced, the Company will increase the hours of workers by seniority with the most senior workers working the number of hours they worked before the Company reduced their hours. The Company will increase hours by seniority with the most senior workers first receiving the hours they worked before the reductions.

F. Continuation in Working Conditions and Benefits

1. Employee status: All workers who during the emergency take any leave, or who the Company lays off or whose hours the Company reduces will maintain their status as Company employees.

2. Credit and Seniority: The Company will credit the time such workers are laid off or work reduced hours as having worked their regular, pre-emergency schedules for the purposes of seniority, scheduled increases in wage rates, earning leave, maintaining full-time status, or qualifying for any other benefit or benefit increase under the Agreement.

3. Maintenance: The Company will continue to maintain all benefits for such workers, including but not limited to all health and welfare benefits, pension benefits, and benefits that federal, state or local law requires companies to provide to active employees (for example, paid sick leave and disability benefits).

4. Contributions: The Company will continue to make all contributions that the Agreement requires on behalf of such workers.

5. Government assistance: The Company will take all actions necessary or advisable to advocate for, apply for, or receive government assistance for workers and to make the workplace healthier and safer.

G. Safety and Health

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.



Negotiations Between UFCW 1189 and  
Festival Foods  
Union Opening Proposals  
February 15, 2024

1. Union agreement: During an emergency, before implementing any new or changing any existing policy, procedure or practice related to the safety or health of workers, the Company agrees to provide a copy to the Union, discuss the proposal with the Union and implement it only after the Company and the Union agree on its terms.
  
2. Written safety and health plan: Upon the existence or threat of an emergency, the Company will develop and implement a written, site-specific safety and health plan to eliminate or reduce the risks of injury, illness or death of workers related to the emergency. The Company will update the plan as needed throughout the emergency. Before finalizing the plan, the Company will meet with and discuss the plan, and all updates, with the Union, and implement or update the plan only after the Company and the Union agree on its terms. The Company will provide current copies of the plan to the Union on request. The plan will:
  - (a) Establish a joint labor-management safety and health committee to monitor the risks to the health or safety of workers related to the emergency and to make recommendations to the Company on how to reduce the risks. The Company and the Union will each appoint an equal number of the members of the committee. The committee will meet regularly, but no less than once a month, but may be more often should there be a need as the emergency continues.
  
  - (b) For each job classification, assess all risks related to the emergency.
  
  - (c) Propose methods to reduce the risks related to the emergency which include changes to workplace engineering and work practices. The proposals will prioritize those changes that most effectively reduce risks using the hierarchy of controls, including the use of personal protective equipment (PPE) when other controls do not fully reduce the risk.
  
  - (d) Schedule when the Company, the Union, and the committee will inspect the workplace. Every inspection will include persons who are knowledgeable about generally accepted good worker safety and health practices and the methodology of inspections, and at least one worker knowledgeable in the health or safety risks being investigated.
  
  - (e) Establish a process for how the Company and the union will investigate incidents, illnesses, injuries and other safety and health risks related to the emergency.
  
3. Personal Protective Equipment: If the Company and Union jointly assess that PPE will reduce the safety and health risks related to the emergency, this subsection will apply.
  - (a) The Company will provide all PPE at its own cost.
  
  - (b) PPE may include, but not be limited to, respirators, facemasks, gloves, eye protection and hand sanitizer.

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

(c) The Company will train workers during paid work time how to properly put on, use, take off and dispose of PPE.

(d) The Company will provide workers adequate paid work time to put on, take off, and dispose of PPE.

4. Notification: When the Company learns that any worker may have been either exposed to a hazard or an infectious agent related to the emergency at work or away from work, tests positive for an infectious disease related to the emergency, or otherwise is diagnosed for such an infectious disease, the Company will immediately notify the Union and all workers who may have been exposed to that worker. The notice will include the name of the worker and the workplace locations the infected worker was present in or walked through.

5. Record log: The Company will establish and maintain a log to record all workers who test positive for, diagnosed as having, or exhibiting symptoms of an infectious disease related to the emergency. The log will identify (i) the worker; (ii) the date(s) the worker tested positive, was diagnosed with the disease, or began to exhibit symptoms; (iii) the dates and times the worker was present at the facility; (iv) the work areas where the worker was present in or walked through; and (v) the workers who may have been exposed to that worker.

#### H. Expedited Arbitration

1. The parties agree to resolve all disputes related to this emergency provision, including all alleged violations of or disputes over the interpretation of this provision, or otherwise related to or affecting workers during an emergency by final and binding expedited arbitration described herein. The parties agree that they will not resolve any such dispute through any other dispute resolution procedure in this Agreement.

2. Party representative: At the outset of the emergency, each party will designate a representative who will attempt to resolve disputes.

3. Arbitrator: At the outset of the emergency, the parties will also select an arbitrator to hear all expedited arbitrations and another arbitrator to hear the arbitration if the first arbitrator is unavailable.

4. Notification: When a party believes there is a dispute covered by this expedited arbitration section, the party's representative will notify the other party's representative of the dispute. The representatives will attempt to resolve the dispute within 48 hours of the notice.

5. Invoking arbitration and scheduling: If the representatives are unable to resolve the dispute, either party may invoke expedited arbitration by requesting in writing or

UFCW Local 1189 reserves the right to add to, subtract from, modify, or delete from these proposals at any time.

electronically that the arbitrator schedule a hearing on the earliest possible date, but no later than 7 calendar days from the date of the request. If necessary, the hearing may be held by phone, video conference, or some other remote method.

6. Procedures: The arbitrator will determine the procedures of the arbitration consistent with this emergency provision. At either party's request, the parties will orally argue the dispute rather than submit briefs.

7. Arbitrator award and authority: The arbitrator will issue a decision at the conclusion of the hearing, or if the parties file briefs, within 3 or 5 calendar days of the date the briefs are due. The parties agree that the arbitrator has the authority to order remedies in law and equity, including that the breaching party specifically perform its obligations under this provision. The arbitrator may impose a penalty of up to \$10,000 for willful violations. Willful violations are clear violations that the party failed to correct after the parties' representatives attempted to resolve the violation. The arbitrator's award will be final and binding. The parties consent to the entry of any award as the order of judgment of a United States District Court.

8. Fees and costs: The parties will equally share the arbitrator's fees and any costs of the hearing.