

**County Market Tentative Agreement
Voting Document**

2 YEAR AGREEMENT

Article 2.10 New Section

F. Inclement Weather:

An employee shall not receive a contact or be subject to progressive discipline for an absence that occurs when a “No Travel Advisory” has been issued by the Department of Transportation. Employees may use PTO to cover their absence.

SECTION 7.1:

A. Employees will accrue PTO on a weekly basis as they work. PTO will be granted on a bi-weekly basis with the completion of each payroll. PTO shall be paid at the employee’s straight time rate at the time PTO is used.

B. Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the ~~St. Paul Earned Sick and Safe Time (ESST)~~ State or municipal ordinance without disciplinary action.

ARTICLE 9 – HEALTH AND SAFETY

New Section

E. Front End Night Staffing:

The company shall maintain a minimum staffing level of two (2) employees (may include third party employees) on the front-end operations for any hours the store is open from 10 PM to 5 AM. This requirement is in recognition of the employer’s continued efforts to provide a safe and healthy work environment for all employees.

Article 17 – 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.~~

A. Discrimination: The Employer and the Union agree that no employee, after hire, will be unlawfully discriminated against because of race, color, creed, religion, ancestry, gender identity, national origin, sex, sexual orientation, disability, age, pregnancy (including lactation, childbirth or related conditions) marital status, veteran status, criminal record, status with regard to public assistance, membership or activity in a local commission, union activity or any other characteristics protected by law.

SECTION 4.3: EMPLOYEE TRANSFERS:

F. ~~Meat T~~transfers between Jerry’s St. Paul stores and County Markets is permissible by mutual agreement ~~between the employee, the Employer, and the Union~~. Employees will maintain their seniority when transferring between St. Paul and County Market contracts within the same classification or wage scale. Meat employees will retain meat classification. Employees will move to an equal or the next highest wage scale for the appropriate classification. ~~No employee shall have their pay reduced as a result of a transfer.~~

Upon transfer all pre-approved vacations shall be honored.

Once transferred between contracts, an employee may not be transferred to another location for a period of nine (9) calendar months unless by mutual agreement between the employee, the Employer and the Union.

SECTION 5.1: HOLIDAYS DEFINED:

C. New Years Day, Memorial Day, Fourth of July, Labor Day, & Thanksgiving Day:

1) Full-time: Work on New Year’s Eve after 6:00 p.m., New Year’s Day, Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the “summer holidays shall be voluntary for full-time employees with the exception of full-time Meat employees hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers.

3) Meat Scheduling: Meat Departments shall first be staffed by volunteers according to the following steps (in numerical order). 1) Journeyman Meat Cutter Volunteers
2) Wrapper volunteers 3) Other-than-journeyman volunteers 4) Senior Retail Specialist or Universal employee volunteers qualified to perform the duties.

4) The Employer will provide sign-up sheets ~~a minimum of four (4) weeks before the holiday schedule is written~~ for employees who want to voluntarily work on Holidays.

D. Personal Holidays: ~~Unchanged~~

E. Elections Day: ~~The Company and the Union encourage all eligible members to vote. The Company will follow all State and Federal laws regarding time off and pay.~~

SECTION 7.4: PTO SCHEDULING:

D. PTO scheduling shall be done in two (2) rounds, each in seniority order. During the first round, no employee may select more than one week of PTO time before other employees have had an opportunity to select. During the second round, each employee may schedule the entire balance of ~~their Annual Grant his/her PTO eligibility~~. PTO scheduling will be done in rounds to ensure that, to the greatest extent possible, each employee will have an opportunity to schedule some PTO time during the summer months. The process of PTO scheduling historically observed by the Employer (i.e., either by store or company-wide) shall remain in effect. PTO shall be scheduled during the summer months to the greatest extent possible.

SECTION 2.5: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS:

~~If an employee in a “head” position is gone for five (5) days or more [forty (40) hour work week], the employee assigned the additional duties will be paid the department head rate of pay.~~
~~If an employee in a “department head” position receiving department manager wage is gone for five (5) consecutive days, an employee will be designated as a replacement Department Head for the time in which the normal Department Head is gone and will be paid the department head rate of pay.~~

ARTICLE 23 – 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 employees 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 a certificate of rehabilitation will be reinstated.~~

1. 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.
2. 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.

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

4. 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 that the worker has the right to continue working at the worker's current job while the worker attends the program.

SECTION 2.7: MINIMUM SCHEDULED HOURS:

C. No employee shall be scheduled for less than ~~fifteen (15)~~ **eighteen (18)** hours per work week [twelve (12) hours for a prime-time employee], except in cases where the employee requests fewer hours and the Employer agrees (by mutual agreement).

D. 1) At least twenty-four percent (24%) of Part-time employees in each store, in order of part-time seniority, will be offered the opportunity to work schedules of at least ~~twenty-six (26)~~ **twenty-nine (29)** hours or more per week.

2) A senior regular part-time employee may choose to be scheduled for less than ~~twenty-six (26)~~ **twenty-nine (29)** hours by written request to the store manager.

SECTION 6.3: PRIME TIME EMPLOYEE:

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Prime-time employees may not exceed a maximum of thirty (30) percent of the Employer's combined Part-time, Utility and Prime-time work force, companywide.

A monthly report of Prime-time employees will be posted in all departments by the schedules.

SECTION 7.2: PTO ACCRUAL SCHEDULE:

~~Employer will calculate and grant partial year accruals for all employees at conversion. Conversion date is as soon as administratively possible, but not later than January 1, 2023 to allow for transition efforts.~~

A. Full-time

| Years of Service | Annual Grant | Weekly Rate |
|---|-------------------------------|---------------------|
| Between 0-1 st Anniversary | 1 weeks (capped at 48 hours) | 0.03333/hour worked |
| Between 1 st –5 th Anniversary | 2 weeks (capped at 88 hours) | 0.055/hour worked |
| Between 5 th - 12 th Anniversary | 3 weeks (capped at 128 hours) | 0.08/hour worked |
| Between 12 th - 18 th Anniversary | 4 weeks (capped at 168 hours) | 0.105/hour worked |
| Beginning 18 th Anniversary and Beyond | 5 weeks (capped at 208 hours) | 0.13/hour worked |

B. Part-Time

| Years of Service | Annual Grant | Weekly Rate |
|--|-------------------------------|---------------------|
| Between 0-1 st Anniversary | 1 weeks (capped at 48 hours) | 0.02308/hour worked |
| Between 1 st –5 th Anniversary | 2 weeks (capped at 88 hours) | 0.04231/hour worked |
| Between 5 th - 12 th Anniversary | 3 weeks (capped at 128 hours) | 0.0615/hour worked |
| Between 12 th –18 th Anniversary | 4 weeks (capped at 168 hours) | 0.0808/hour worked |
| Beginning 18 th Anniversary and Beyond | 5 weeks (capped at 208 hours) | 0.1 hour worked |

C. Prime Time and Utility

| Years of Service | Annual Grant | Weekly Rate |
|---|-------------------------------|---------------------|
| Between 0-1 st Anniversary | 1 weeks (capped at 48 hours) | 0.02308/hour worked |
| Between 1 st – 5 th Anniversary | 2 weeks (capped at 88 hours) | 0.04231/hour worked |
| Beyond 5 th Anniversary | 3 weeks (capped at 128 hours) | 0.0615/hour worked |

~~PTO calculation adjustments will be completed as soon as administratively possible, but not later than May 31, 2024. Adjustments will be retroactive to the contract effective date.~~

SECTION 6.7: PRODUCTION CUTTING:

A. ~~Only Journeyman, and Apprentice Meat Cutters~~ Full-Time Employees may perform production work commencing with the initial reduction of primal, sub-primal and / or supplemental cuts of all fresh or frozen meat department products including fish and seafood, (whether by use of saw, grinder, cuber, tenderizer, slicer, knife or other tools of the trade), through and including the boning, scraping and trimming of these products to reduce to retail cuts and the initial daily grind.

Journeyman and Apprentices may also perform any other work in the Meat Department, and shall perform such work when assigned.

The Employer will utilize all Journeymen first to do the above production work in the meat department.

B. In the absence of any other work in the meat department, Journeyman Meat Cutters & Apprentices will be allowed to perform any and all functions in the store and will maintain their rate of pay when performing these duties. Meat Cutters & Apprentices will be the first employees assigned to process meat.

C. No journeyman, unless by mutual agreement, will be scheduled past 4:00pm.

D. No Apprentice, unless by mutual agreement, will be scheduled more than one (1) shift a week past 4:00pm.

E. No Meat Department employee may be laid off or reduced in hours as a result of the employer utilizing any form of pre-processed or case ready meats including, but not limited to, pork, beef, ground beef.

This provision shall have no application to layoffs or reduction in hours in the event of store closure or resulting from proven loss of business (excluding seasonal fluctuations), nor to cases of retirement, death, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probation period, or interruption of business due to "act of God." In the event there is a layoff, the meat department will not be disproportionately laid off from the rest of the affected store.

SECTION 6.8: MEAT DEPARTMENT WORK:

A) Full-time employees: These employees will be allowed to perform all function in the store, including the meat department. ~~, with the exception of those jobs specifically designated for Journeyman or Apprentice meat cutters, except that~~ The Employer may train and certify Full-time employees and the top twenty-four (24) percent of Part-time employees to cut meat. ~~The decision to train and certify an employee to cut meat will be based on the Unions approval of the Companies training and certification program. Any employee trained and certified to cut meat will be paid the two dollar and fifty cent (\$2.50) premium as per Appendix "A". These employees will be paid the premium for the hours they are assigned to cut meat.~~

- B) Part-time Employees:** These employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth above in Section 6.7 A. In addition, the employee may wait upon trade and use the knife or slicer when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer

Remove APPENDIX “D” :

Wages: See Attached Employer Wage Scales

Health and Welfare: The Union is requesting an increase of 3.5% to employer contributions each year, to be effective on 4/7/2024 and 4/6/2025.

SECTION 18.2:

Effective April 7, 2024 ~~10, 2022~~ and April 6, 2025 ~~9, 2023~~, the Employer will increase the Employer contribution rates by three and one half percent (3.5%) ~~ten percent (10%)~~ over the current Employer contribution rates.

| | Employer Contribution | Employee Contribution |
|---|----------------------------|-----------------------|
| Pre 4/10/2022 Rate Full-Time Current Full-Time Rate | \$227.03 187.63 | \$20 |
| 4/10/2022 Rate Full-Time 4/7/2024 Full-Time Rate | \$234.98 206.39 | \$20 |
| 4/9/2023 Rate Full-Time 4/6/2025 Full-time Rate | \$243.20 227.03 | \$20 |
| | | |
| Pre 4/10/2022 Rate Part-Time Current Part-Time Rate | \$84.98 70.23 | \$8 |
| 4/10/2022 Rate Part-Time 4/7/2024 Part-Time Rate | \$87.95 77.25 | \$8 |
| 4/9/2023 Rate Part-Time 4/6/2025 Part-Time Rate | \$91.03 84.98 | \$8 |

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. The company has policies that workers should follow to protect themselves and co-workers during dangerous emergencies.
- D. The company will train Managers, Assistant Managers, Department Heads, MODs and FES/CSM on policies regarding ‘dangerous emergencies.’
- E. The company will comply with federal, state, and local laws and regulations, including but not limited to OSHA, regarding entrances and exit routes to the stores.
- F. The company agrees not to reopen any store where a dangerous emergency occurred until any necessary repairs, in the company’s discretion, have been made to return the store to good working order.
- G. The company will offer returning workers their previous positions, wage rates, and benefits.
- H. The company will transfer workers who choose not to return to their store to openings in other stores. The company will consider the individual circumstances of the employee being transferred, including where the employee lives. The company will exercise reasonable 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, seniority, PTO, holidays and benefits (including health and welfare and retirement benefits) as those the workers received at their prior store.
- I. A Store Safety and Security Team will be assembled in each store comprised of bargaining unit members and one non-bargaining unit store leadership representative. The team’s role is to represent the store employee’s feedback, concern, questions, and ideas for a safe and secure workplace. Employees can communicate to safety committee members any items regarding safety and security throughout the month. Committee members will bring forward these items at the monthly meeting. From the Store Safety & Security committee, a bargaining unit member Store Champion will be selected. From the Store Champion members 6 Region Champions will be selected to represent the committee’s concerns and recommendations to Company Operations team and HR prior to the quarterly Store Director meeting via virtual meeting. Topics from the Region Champion meeting will be communicated to Store Directors Quarterly. Notes will be taken and posted in all stores.

NEW ARTICLE – DISASTERS, PANDEMICS AND OTHER EMERGENCIES

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

A. Public Health Emergencies, Catastrophic Emergencies, and Natural Disasters (“Emergency Provision”)

Should a Federal, state or local government announce or declare a public health emergency, catastrophic emergency or natural disaster in an area where a store is located and/or affected, 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. Employer-Union Cooperation

Upon request by either the Company or the Union, within fourteen (14) calendar days of the declaration of a public health emergency, or seven (7) days of a catastrophic emergency or natural disaster, representatives of the Company and the Union shall meet to discuss the health, safety and security implications for employees.

C. Leave

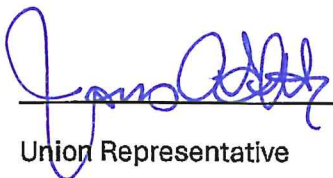
During the emergency, employees have the right to use any available leave (including leave in this Agreement or leave provided by Federal, state or local law) that they are eligible for to address any effect of the emergency, provided that employees request and are approved for such leave in accordance with any applicable provisions in this Agreement, company policies and procedures, and Federal, state or local laws and regulations.

D. Safety and Health

The Company will work with Federal, State, and Local recommendations to ensure employees are safe. Upon request, the Company will meet and discuss these safety measures with the union.

E. Personal Protective Equipment

The Company will review the appropriateness of Personal Protective Equipment (“PPE”) and, to the extent PPE use is mandated by the Company, it will provide the PPE at no cost to employees.



Union Representative



Date



Employer Representative



Date

Jerry's County Market 2024 Wage Proposal

| | | | |
|------------------------------------|--|-------------|-------------|
| Appendix "A" Wages | | | |
| Top and overscale Increases | | 2.10 | 1.90 |

| | Current | 4/7/2024 | 4/6/2025 |
|----------------------------|---------|----------------|----------------|
| NEXT 1040 | \$13.00 | \$13.00 | \$13.00 |
| NEXT 1040 | \$13.75 | \$13.75 | \$13.75 |
| NEXT 1040 | \$14.50 | \$14.50 | \$14.50 |
| NEXT 1040 | \$15.25 | \$15.25 | \$15.25 |
| NEXT 1040 | \$15.75 | \$15.75 | \$15.75 |
| NEXT 1040 | \$16.50 | \$16.50 | \$16.50 |
| NEXT 1040 | \$17.50 | \$17.50 | \$17.50 |
| NEXT 1040 | \$19.25 | \$19.25 | \$19.25 |
| TOP OF SCALE | \$23.55 | \$25.65 | \$27.55 |
| OVERSCALE INCREASES | | 2.10 | 1.90 |

| MEAT CUTTERS | Current | 4/7/2024 | 4/6/2025 |
|----------------------------|---------|----------------|----------------|
| JOURNEYMEN | \$29.70 | \$31.80 | \$33.70 |
| OVERSCALE INCREASES | | 2.10 | 1.90 |

| APPRENTICES HIRED AFTER 5/4/2019 | Current | 4/7/2024 | 4/6/2025 |
|---|---------|----------------|----------------|
| 0 -1040 | \$18.00 | \$18.00 | \$18.00 |
| 1041 - 2080 | \$19.50 | \$19.50 | \$19.50 |
| 2081 - 3120 | \$21.50 | \$21.50 | \$21.50 |
| 3121 - 5201 | \$25.25 | \$25.25 | \$25.25 |
| 5201 = Top Of Scale | \$29.70 | \$31.80 | \$33.70 |
| OVERSCALE INCREASES | | 2.10 | 1.90 |

DEPARTMENT HEADS

| | Current | 4/7/2024 | 4/6/2025 |
|----------------------------|---------|----------------|----------------|
| Meat Manager | \$31.25 | \$33.35 | \$35.25 |
| Produce Manager | \$30.25 | \$32.35 | \$34.25 |
| Grocery Manager | \$30.25 | \$32.35 | \$34.25 |
| Dairy/Frozen Manager | \$30.25 | \$32.35 | \$34.25 |
| Deli Manager | \$30.25 | \$32.35 | \$34.25 |
| Customer Service Manager | \$30.25 | \$32.35 | \$34.25 |
| OVERSCALE INCREASES | | 2.10 | 1.90 |

| Prime Time Part-Time | Current | 4/7/2024 | 4/6/2025 |
|-----------------------------|---------|----------------|----------------|
| Year 1 | \$10.50 | \$10.50 | \$10.50 |
| Year 2 | \$11.00 | \$11.00 | \$11.00 |
| Year 3 | \$11.50 | \$11.50 | \$11.50 |
| Year 4 | \$12.50 | \$12.50 | \$12.50 |
| Year 5 | \$16.20 | \$17.55 | \$18.90 |
| OVERSCALE INCREASES | | 1.35 | 1.35 |

| EMPLOYEES HIRED POST 4/7/2024 | | |
|--------------------------------------|----------------|----------------|
| Appendix "A" Wages | 4/7/2024 | 4/6/2025 |
| NEXT 1040 | \$13.75 | \$13.75 |
| NEXT 1040 | \$14.50 | \$14.50 |
| NEXT 1040 | \$15.25 | \$15.25 |
| NEXT 1040 | \$15.75 | \$15.75 |
| NEXT 1040 | \$16.50 | \$16.50 |
| NEXT 1040 | \$17.50 | \$17.50 |
| NEXT 1040 | \$19.25 | \$19.25 |
| NEXT 1040 | \$21.25 | \$21.25 |
| NEXT 1040 | \$23.55 | \$23.55 |
| TOP OF SCALE | \$25.65 | \$27.55 |

| EMPLOYEES HIRED POST 4/7/2024 | | |
|--------------------------------------|----------------|----------------|
| Prime Time Part-Time | 4/7/2024 | 4/6/2025 |
| 0-6 Months | \$13.75 | \$13.75 |
| 6 Months-1 Year | \$14.00 | \$14.00 |
| Year 2 | \$14.50 | \$14.50 |
| Year 3 | \$15.00 | \$15.00 |
| Year 4 | \$16.00 | \$16.00 |
| Year 5 | \$17.55 | \$18.90 |