

**TA Document Between**

**UFCW 1189 & Kowalski's**

**SECTION 1.1: RECOGNITION:**

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of all full-time and part-time employees employed in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. The Employer will be allowed to have up to two (2) employees per store, including Store Managers, outside the bargaining unit who may perform bargaining unit work, including the cutting of meat. ~~In stores with more than 100 bargaining unit employees, the Employer may have up to three (3) such non-bargaining unit, supervisory employees.~~

**SECTION 1.5: MEAT DEPARTMENT:**

A. All work performed in the meat department will be done by bargaining unit members of the meat department (Head meat cutter, Journeymen, Apprentices, Wrappers and other-than-Journeymen) except as provided in ARTICLE 1 SECTION 1.A and below:

2) Wrappers and Other-than-journeymen are meat employees whose duties include all work in the meat department with the exception of Journeymen duties, unless they have been trained and certified by the Employer to perform meat cutting. Wrappers and Other-than-journeymen will be offered the first opportunities to train and become certified by the Employer to cut meat; they will be paid no less than the top Universal employee scale rate. ~~These employees shall retain all job guarantees under this Agreement for meat employees hired prior to June 04, 2012.~~ Wrappers and Other-than-journeymen employees will be allowed to work in all areas of the store

3) Full-time employees (excluding maintenance employees) will be allowed to perform all functions in the store, including the meat department, with the exception of those jobs specifically designated for Journeymen meat cutter, except that the Employer may train and certify Senior Retail Specialist and Universal employees to cut meat. The decision to train and certify an employee to cut meat will be by mutual agreement.

4) Part time and Prime time part-time employees may work in the meat department including waiting on the trade and filling all cases; however, they may not in the processing areas of the meat department except for cleaning.

5) Meat employees: Head meat cutter, Journeymen, Wrappers and Other-than-journeymen, ~~hired before June 04, 2012 will not lose hours or~~ shall not be removed from their historical schedule of hours, including Sunday hours, because of the utilization of other employees in the

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meat department, nor will they be displaced from their work in the meat department by any other store employee unless such change is by mutual agreement.

6) 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.

Delete letters of agreement #1, #2, and #3.

**SECTION 2.7: MINIMUM SCHEDULED HOURS:**

B. No employee shall be scheduled for less than twenty (20) ~~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. Employees may be scheduled less than twenty (20) ~~15~~ hours by mutual agreement. All Part-time and Prime Time Part-time employees must maintain at least a twenty (20) ~~fifteen (15)~~ hour availability each week to maintain employment.

C. 1) At least twenty-four percent (24%) of the regular part-time employees in each store (excluding utility employees), in order of part-time seniority, will be offered the opportunity to work schedules of at least thirty (30) ~~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 (30) ~~twenty-six (26)~~ hours by written request to the store manager.

**Section 2.11: 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

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the Employer, that uniform will be provided by the Employer. The Employer shall provide one (1) shirt at orientation and then one (1) to two (2) additional shirts in their first week at their home store. Employer will replace shirts that are in poor repair at no cost to the employee.

**Section 2.11- 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.

ARTICLE 3

FULL –TIME/PART-TIME RATIOS

The Employer must maintain a minimum total bargaining unit workforce ratio of full-time to part-time, of 30%:70% ~~25%:75%~~. Full-time waivers employees, if they are not current employees will not count in this ratio. -Waiver, Utility and Prime Time Part Time employees are excluded from this ratio. -Part-time employees on Full-time waivers will be counted as Part-time.

For purposes of calculating the above ratio, the full time bargaining unit workforce is defined as all department heads, and all other employees working that are, or may have been classified, as Senior Retail Specialist, Universal Employee, Journeymen, Apprentice, Wrapper and Full-Time Maintenance.

Employees that are full-time as described above on June 04, 2012 will not be laid off or reduced to part-time for the sole purpose of meeting the ratio requirement of 30%. However, the Employer reserves the right to do so if it has a legitimate business reason, which may include, for example, a decrease in sales due to competition or otherwise.

**ARTICLE 4: SENIORITY**

**SECTION 4.3: EMPLOYEE TRANSFER:**

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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.~~

~~C. D.~~ If a regular part-time or bagger/carry-out/ part-time Maintenance employee is transferred by the Employer, ~~he/she~~ they shall retain ~~his/her~~ their accumulated experience for the purpose of acquiring and retaining seniority.

~~D. E.~~ Former Retail Specialist employees hired prior to March 9, 2008, may be transferred to other stores by mutual agreement with the Employer.

E. 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 who have the appropriate skills and abilities. If there are no qualified volunteers, transfers shall occur by inverse seniority, within the affected seniority classification, from those employees who have the required skills and abilities.

## ARTICLE 5 HOLIDAYS

### SECTION 5.1: HOLIDAYS DEFINED:

A. The following days shall be recognized as holidays: New Years' Day (beginning at 6pm on New Years' Eve), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4pm on Christmas Eve). Work performed on the holidays is outside the basic work week for all purposes including the "Minimum Scheduled Hours" and "Temporary Full-Time." Volunteer Sheets shall be posted no fewer than six weeks prior to any of the listed holidays to give employees time to indicate their desire to work on such holidays. Volunteer Sheets shall remain in place until the affected schedule is posted.

D. Personal Holidays:

1) Full-time employees shall, after completion of their first ninety (90) days ~~(1st)~~ ~~year~~ of employment with the Employer covered by this Agreement, be entitled to four (4) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

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2) Part-time employees shall, after completion of their first ninety (90) days (1<sup>st</sup>) year of employment with the Employer covered by this Agreement, be entitled to two (2) ~~one (1)~~ personal holidays ~~and effective following ratification and thereafter, will after the second year of employment with the Employer, be entitled to two (2) personal holidays,~~ in addition to the six (6) nationally recognized holidays listed above.

**Union 14 - ARTICLE- 7 PERSONAL TIME OFF (PTO)**

**SECTION 7.1: PTO ALLOWANCE:**

A. Full-time and Part-time

| <b>Years of Service</b>                                 | <b>Annual Grant</b> | <b>Weekly Rate</b>  |
|---|---------------------|---------------------|
| Between 0-1 <sup>st</sup> Anniversary                   | 1 week and a day    | 0.03333/hour worked |
| Between 1 <sup>st</sup> – 4 <sup>th</sup> Anniversary   | 2 weeks and a day   | 0.04231/hour worked |
| Between 4 <sup>th</sup> - 12 <sup>th</sup> Anniversary  | 3 weeks and a day   | 0.06154/hour worked |
| Between 12 <sup>th</sup> – 18 <sup>th</sup> Anniversary | 4 weeks and a day   | 0.08077/hour worked |
| Beginning 18 <sup>th</sup> Anniversary                  | 5 weeks and a day   | 0.10000/hour worked |

B. Prime Time Part-Time and Utility

| <b>Years of Service</b>                               | <b>Annual Grant</b> | <b>Weekly Rate</b>  |
|---|---------------------|---------------------|
| Between 0-1 <sup>st</sup> Anniversary                 | 1 week and a day    | 0.03333/hour worked |
| Between 1 <sup>st</sup> – 4 <sup>th</sup> Anniversary | 2 weeks and a day   | 0.04231/hour worked |
| Beginning 4 <sup>th</sup> Anniversary                 | 3 weeks and a day   | 0.06154/hour worked |

For employees who fully accrue three (3) weeks of PTO or more, up to one (1) week per anniversary year of unused accrued PTO time may be cashed out.

**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 two (2) 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.

**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,~~

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~~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.
- 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.

**Section 7.3: Termination of Employment:**

- a. Unless discharged for just cause, theft, and use of illegal controlled substance(s) (drugs) may be considered as causes for dismissal. An employee who is permanently terminated shall receive their accrued PTO pay provided they have been employed for more than one (1) year of continuous employment.

**ARTICLE 25 – DRUG AND ALCOHOL TESTING**

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

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based on the first-hand observation of the worker by a supervisor and if at all possible, corroborated by the first-hand observation of a second 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.

C. The Company agrees that positive test results do not constitute just cause for discharge or discipline on the first occurrence with agreement to a mutually agreeable substance abuse program.

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 manner. The Company agrees that the worker has the right to continue working at the worker's current job while the worker attends the program. If the worker fails to complete the program their employment may terminate with the company.

E. 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 for the first occurrence.

**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 (Active Threat, Robbery, Bomb Threat, CODE Adam, Gun Policy, Customer Theft) that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will include: (i) where workers should

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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.

**D.** The Company will train Managers, Assistant Managers, Department Heads, MOD's, and FES/CSM on policies regarding 'dangerous emergencies'. Initial training shall occur at the time of appointment in addition to a yearly training scheduled by the Company's Safety/Security Director.

**E.** 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.

**F.** 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.

**G.** 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.

**H.** The company will transfer workers, who choose not to return to their store, to openings in stores nearest, with mutual agreement considering where the worker lives. 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, PTO, Holidays, and benefits (including health and welfare and pension benefits) as those the workers received at their prior store.

**I.** If concerns arise with training and implementation of the Employer's policies and procedures related to shootings, other violent attacks and dangerous emergencies then the LMC will meet to develop solutions.

Section 13.3- A committee composed of representatives of the Union and the Employer shall be established for purposes of discussion and resolution of any problems occurring under the terms and conditions of this Agreement, This language does not preclude the use of the normal grievance procedure contained in ARTICLE 15.

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

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**3/14/2024 proposed language 1:25**

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

1. Application of emergency provision
  - a. 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, and 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.
2. Leave
  - a. During the emergency any leave this Agreement or the Company’s policies provide can be used by any worker who self-quarantines, shelters-in-place, stays home, or otherwise does not go to work due to the declared emergency
  - b. Company will not take any adverse action against a worker who takes leave because of the emergency.
  - c. All workers who take any leave under this emergency provision will return with the same rate of pay and classification
3. Safety and Health
  - a. Company will work with Federal, State, and Local recommendations to ensure employees are safe.
4. Personal Protective Equipment
  - 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.
  - 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.
5. 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 follow guidelines set forth by Federal, State, or Local recommendations.

Add the following language: Employees on a military leave will be place on a leave of absence and shall continue to accrue PTO, based on their average hours worked , for the duration of the leave.

**The Union agrees to drop any open ULP charges.**

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**Health Care**

Agree to a 3.5% increase each year on FT & PT weekly contributions each year.

**Wages:**

|                  |               |
|------------------|---------------|
| FT \$2.00 year 1 | \$1.75 year 2 |
| PT \$1.25 year 1 | \$1.25 year 2 |

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| Appendix "A" Wage Rates   |  |                     |                    |                    |
|---|--|---------------------|--------------------|--------------------|
|   |  | Current<br>4/9/2023 | 4/7/2024           | 4/6/2025           |
| Asst Mgr/Head Stock   |  | \$29.77             | \$31.77            | \$33.52            |
| Deli & Produce & Dairy/Frozen   |  | \$29.77             | \$31.77            | \$33.52            |
| Head Meat   |  | \$30.52             | \$32.52            | \$34.27            |
| <b>Full- Time overscale increases</b>   |  |                     | 4/7/2024<br>\$2.00 | 4/6/2025<br>\$1.75 |
| <b>Part-Time overscale increases</b>  |  |                     | 4/7/2024<br>\$1.25 | 4/6/2025<br>\$1.25 |
|   |  | Current<br>4/9/2023 | 4/7/2024           | 4/6/2025           |
| Journeyman  |  | 29.85               | \$31.85            | \$33.60            |
| Senior Retail Specialist  |  | 28.33               | \$30.33            | \$32.08            |
| <b>Overscale increase</b>   |  |                     | \$2.00             | \$1.75             |
| <b>Wrappers &amp; Other Than Journeymen Scale - FT</b>  |  |                     |                    |                    |
| (Certified to Cut Meat)   |  | Current<br>4/9/2023 | 4/7/2024           | 4/6/2025           |
| Start - 1 Year  |  | 17.23               | 17.23              | 17.23              |
| 1 - 2 Years   |  | 18.23               | 18.23              | 18.23              |
| 2 - 3 Years   |  | 19.23               | 19.23              | 19.23              |
| 3 - 4 Years   |  | 20.23               | 20.23              | 20.23              |
| 4 - 5 Years   | only for hired or promoted after April 7, 2024 | 25.93               | 22.25              | 22.25              |
| 5 - 6 Years   | only for hired or promoted after April 7, 2024 |                     | 25.93              | 25.93              |
| Top Rate  |  |                     | 27.93              | 29.68              |
| <b>Overscale increase</b>   |  |                     | \$2.00             | \$1.75             |
| For those who are in the progression, prior to April 7, 2024, will continue to progress and would go to \$25.93 a year after they reach \$20.23 |  |                     |                    |                    |
| <b>Wrappers &amp; Other Than Journeymen Scale - PT</b>  |  |                     |                    |                    |
| (Not Certified to Cut Meat)   |  | Current<br>4/9/2023 | 4/7/2024           | 4/6/2025           |
| 0-1040 hours  |  | 14.66               | 14.66              | 14.66              |
| 1041-2080 hours   |  | 15.66               | 15.66              | 15.66              |
| 2081-3119 hours   |  | 17.00               | 17.00              | 17.00              |
| 3120-4158 hours   |  | 18.00               | 18.00              | 18.00              |
| 4159-6239 hours   |  | 19.00               | 19.00              | 19.00              |
| 6240-7279 hours   |  | 20.00               | 20.00              | 20.00              |
| 7280-8319 hours   |  | 22.00               | 22.00              | 22.00              |
| 8320-9360 hours   |  | 24.74               | 24.74              | 24.74              |
| 9361+   |  |                     | 25.99              | 27.24              |
| <b>Overscale increase</b>   |  |                     | \$1.25             | \$1.25             |

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| <b>Universal Employees Hired or Promoted after April 30, 2019 Scale</b>   |  |                                   |                 |                 |
|---|--|-----------------------------------|-----------------|-----------------|
|   |  | <u>Current</u><br><u>4/9/2023</u> | <u>4/7/2024</u> | <u>4/6/2025</u> |
| start- Year 1   |  | 14.75                             | 14.75           | 14.75           |
| 1-2 ye ars  |  | 15.50                             | 15.50           | 15.50           |
| 2-3 ye ars  |  | 16.25                             | 16.25           | 16.25           |
| 3-4 ye ars  |  | 17.00                             | 17.00           | 17.00           |
| 4-5 ye ars  |  | 17.75                             | 17.75           | 17.75           |
| 5-6 ye ars  |  | 18.50                             | 18.50           | 18.50           |
| 6-7 ye ars  |  | 19.25                             | 19.25           | 19.25           |
| 7-8 ye ars  |  | 20.00                             | 20.00           | 20.00           |
| 8-9 ye ars  |  | 21.00                             | 21.00           | 21.00           |
| 9-10 years  | only for hired or promoted after April 7, 2024 | 25.93                             | 22.25           | 22.25           |
| 10-11 years   | only for hired or promoted after April 7, 2024 |                                   | 25.93           | 25.93           |
| Top Rate  |  |                                   | 27.93           | 29.68           |
| Overscale increase  |  |                                   | \$2.00          | \$1.75          |
| For those who are in the progression, prior to April 7, 2024, will continue to progress and would go to \$25.93 when they reach the beginning of year 9 |  |                                   |                 |                 |
| <b>PT Dell Specialist Scale</b>   |  |                                   |                 |                 |
|   |  |                                   | <u>4/7/2024</u> | <u>4/6/2025</u> |
| hire- 520 hours   |  |                                   | 16.00           | 16.00           |
| next 520 hours  |  |                                   | 16.50           | 16.50           |
| next 520 hours  |  |                                   | 17.50           | 17.50           |
| next 520 hours  |  |                                   | 18.50           | 18.50           |
| next 520 hours  |  |                                   | 19.50           | 19.50           |
| next 520 hours  |  |                                   | 20.50           | 20.50           |
| next 520 hours  |  |                                   | 21.50           | 21.50           |
| Top Rate  |  |                                   | 22.50           | 22.50           |
| Overscale increase  |  |                                   | \$1.25          | \$1.25          |
| <b>Regular PT and PTPT Hired or Promoted After 8/4/16 scale</b>   |  |                                   |                 |                 |
|   |  | <u>Current</u><br><u>4/9/2023</u> | <u>4/7/2024</u> | <u>4/6/2025</u> |
| next 520 hours  | map to new rate                                | 11.50/12.25                       | 13.25           | 13.25           |
| next 520 hours  | map to new rate                                | 13.00                             | 13.75           | 13.75           |
| next 520 hours  | map to new rate                                | 13.50                             | 14.25           | 14.25           |
| next 520 hours  | map to new rate                                | 14.00                             | 14.75           | 14.75           |
| next 520 hours  | map to new rate                                | 14.50                             | 15.25           | 15.25           |
| next 520 hours  |  | 16.00                             | 16.00           | 16.00           |
| next 520 hours  |  | 18.25                             | 18.25           | 18.25           |
| Top Rate  |  |                                   | 19.50           | 20.75           |
| Overscale increase  |  |                                   | \$1.25          | \$1.25          |
| <b>Utility scale (New Scale)</b>  |  |                                   |                 |                 |
|   |  | <u>Current</u><br><u>4/9/2023</u> | <u>4/7/2024</u> | <u>4/6/2025</u> |
|   | Hire   | 11.50                             | 12.50           | 12.50           |
|   | next 520 hours                                 | 12.00                             | 13.00           | 13.00           |
|   | next 520 hours                                 | 12.50                             | 13.50           | 13.50           |
|   | next 520 hours                                 | 13.00                             | 14.00           | 14.00           |
|   | next 520 hours                                 | 14.35                             | 14.35           | 14.35           |
|   | Top rate                                       |                                   | 15.60           | 16.85           |
| Overscale increase  |  |                                   | \$1.25          | \$1.25          |

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