

Tentative Agreement Between
UFCW Local No. 1189
And
Knowlan's Markets, Inc. dba Festival Foods
4/4/2024

Union 18 - TA

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.
- 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.



President James A. Gleb



Employer Representative

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.~~

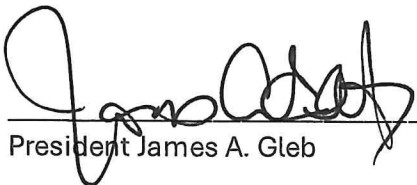
~~Employees are expected to make themselves available for Employer-paid, post-accident testing. The Employer shall adopt drug and alcohol testing procedures which conform to Minnesota Statute 181.950 and following which shall govern all drug and alcohol testing. Time spent in drug testing shall be paid 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.

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



President James A. Gleb



Employer Representative

ER – 2 – TA 4/2/24 1036

ARTICLE 21

- Extend summer vacation waiver period to the end of September – grocery and meat.

Union 6 – TA 4/2/24 11:45

SECTION 2.14 d) DELETE AND REPLACE WITH LANGUAGE BELOW

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, a second set of that uniform will be provided by the Employer except for white shirts after the completion of the employee's probationary period. Uniforms deemed to be in need of replacement due to wear and tear will be replaced by the Employer.

Union 11– TA 4/2/24 11:45

SECTION 5.4: ADD NEW section D)

D. The employer shall comply with all laws and regulations governing an eligible voter's right to participate in federal, state and local elections.

Union 14– TA 4/2/24 11:45

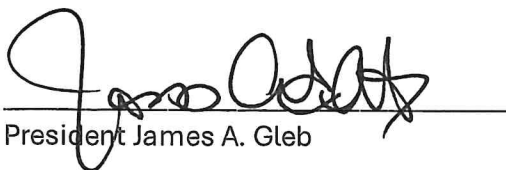
SECTION 2.14: OTHER WORKING CONDITIONS

NEW LETTER G)

G. Inclement Weather: An employee shall not be disciplined for an absence that occurs when a "No Travel Advisory" has been issued by the Department of Transportation. Employees are required to report their absences per company policy.

Employees may use paid time off to replace lost wages.

Union 5-



President James A. Gleb



Employer Representative

SECTION 2.9: MINIMUM SCHEDULED HOURS:

B. No employee shall be scheduled for less than 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 ~~twenty-six (26)~~ **twenty-nine (29)** 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 ~~twenty-six (26)~~ **twenty-nine (29)** hours by written request to the store manager.

Union 17– TA 4/2/24 11:45

ARTICLE 9 – HEALTH AND SAFETY

SECTION 9.1: HEALTH AND SAFETY CONDITIONS:

ADD NEW LETTER E)

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.

Union 8 & 12 – TA 4/2/24 1245

ARTICLE 3 & SECTION 6.6

Change language to reflect Part-Time : Prime Time Part-Time ratio from 20% to 15%

Union 10 – TA 4/2/24 1405

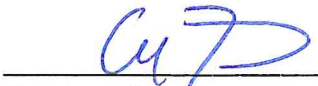
ARTICLE 5 – HOLIDAYS

Article 5.4: NEW YEAR’S EVE, NEW YEAR’S DAY, THANKSGIVING DAY, AND SUMMER HOLIDAY OPERATION CONDITIONS:

B 5) Volunteer Holiday Sign-up Sheets: Sign-up sheets shall be posted near the timeclock for employees volunteering to work on Easter and all other holidays at least forty (40) days before the affected schedule is posted. Such sign-up sheets shall remain posted until seven (7) days prior to the affected schedule being posted.



President James A. Gleb



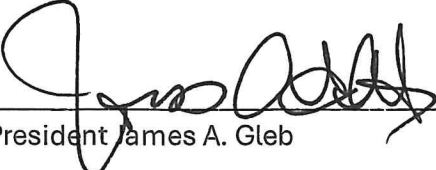
Employer Representative

NEW ARTICLE: MANAGER ON DUTY


A manager on duty shall be defined as any part-time employee for whom managerial duties are not their primary responsibility. Part-time employees called on by the employer to take on temporary managerial duties shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked up to 40 hours.

NEW Article 24 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 employees. These and similar situations are called “dangerous emergencies” in this Agreement.
- B. The Employer agrees that employees do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, employees should protect themselves, and to the extent safely and reasonably possible, co-workers.
- C. The Employer has policies that employees should follow to protect themselves and co-workers during dangerous emergencies.
- D. The Employer will train Managers, Assistant Managers, Department Heads, Managers on Duty (MODs) and Front-End Supervisors (FES)/Customer Services Managers (CSM) on policies regarding “dangerous emergencies.”
- E. The Employer 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 Employer agrees not to reopen any store where a dangerous emergency occurred until any necessary repairs, in the Employer’s discretion, have been made to return the store to good working order.
- G. The Employer will offer returning employees to their previous positions, wages rates and benefits.



President James A. Gleb



Employer Representative

H. The employer will transfer employees who choose not to return to their store to openings in other stores. The Employer will consider the individual circumstances of the employee being transferred, including where the employee lives. The Employer 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 Employer will provide transferred employees with the same wage rates, seniority, PTO, holidays and benefits (including health and welfare and retirement benefits) as those the employees received at their prior store.

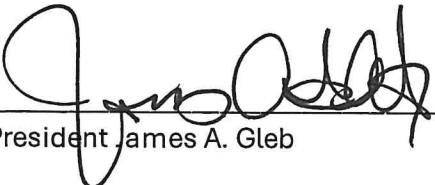
I. A Store Safety and Security Team will be assembled in each store comprised of bargaining unit members and one non-bargaining unit store leadership representative. The Team's role is to represent the store employees' feedback, concern, questions and ideas for a safe and secure workplace. Employees can communicate to Team members any items regarding safety and security throughout the month. Team members will bring forward these items at the monthly meeting. From the Store Safety and Security Team, a bargaining unit member Store Champion will be selected. From the Store Champion members, six (6) Region Champions will be selected to represent the Team's concerns and recommendations to the Employer Operations Team and Human Resources 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 25 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. 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 Employer 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 Employer and the Union shall meet to discuss the health, safety and security implications for employees.



President James A. Gleb



Employer Representative

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, Employer policies and procedures, and Federal, state or local laws and regulations.

D. Safety and Health. The Employer will work with Federal, State and Local recommendations to ensure employees are safe. Upon request, the Employer will meet and discuss these safety measures with the Union.


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

Renumbered Article 26 Term of Agreement

Duration of agreement – 2 years, through April 4, 2026.



President James A. Gleb



Employer Representative

Letter of Agreement

Between

United Food and Commercial Workers Local No. 1189

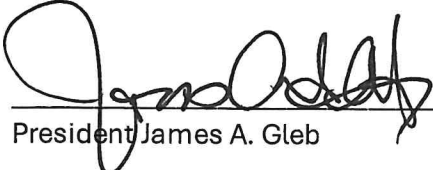
And

Knowlan's Markets, Inc dba Festival Foods

The employer agrees to enroll two (2) employees into the 2024 Spring Class of the UFCW Minnesota State Certified Meat Cutter Apprenticeship Program. Upon enrollment into the program the Meatcutter Apprentice shall be moved to the apprentice_classification. Such employees shall be slotted into the wage scale at the wage rate closest to their current rate that does not result in a reduction to their current rate of pay. If the employer moves any employees into the Meat Cutter Apprentice classification during the term of this agreement, they will be enrolled in the next available class of the UFCW Minnesota State Certified Meat Cutter Apprenticeship Program.

Upon completion of the UFCW Minnesota State Certified Meat Cutter Apprenticeship Program, employees shall become Journeyman Meat Cutters, and receive the Journeyman rate of pay. If an employee withdraws or is dismissed from the UFCW Minnesota State Certified Meat Cutter Apprenticeship Program, they will be returned to their prior classification, with credit given for hours worked.

_____	_____	<u> Cea 7 </u>	<u> 4/4/2024 </u>
Union Representative	Date	Employer Representative	Date



President James A. Gleb


 Cea 7

Employer Representative

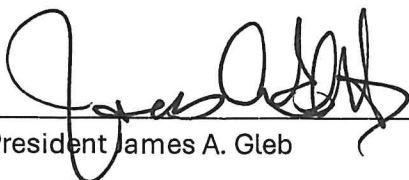
Letter of Agreement
Between
United Food and Commercial Workers Local No. 1189
And
Knowlan's Markets, Inc dba Festival Foods
Re: Minnestoa Paid Leave

The parties agree that effective January 1, 2026, payroll taxes related to the new Minnesota Paid Leave program will be shared equally (50%/50%) between the Employer and the Employee.

Union Representative Date



Employer Representative Date



President James A. Gleb



Employer Representative

Letter of Agreement

Between


United Food and Commercial Workers Local No. 1189

And


Knowlan's Markets, Inc dba Festival Foods

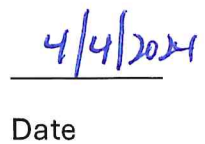
Re: Minnesota Earned Sick and Safe Time

The parties agree that if the Employer chooses to change its policy regarding the implementation of the Minnesota Earned Sick and Safe Time statute the parties will meet to bargain over the effects of the change.


Union Representative


Date


Employer Representative


Date


	4/9/2023	4/7/2024	4/6/2025
Asst Mgr-Head Stock	\$ 29.77	\$ 31.87	\$ 33.77
All Other (non-Meat) Dept Heads	\$ 29.37	\$ 31.47	\$ 33.37
Head Meat Cutter	\$ 30.52	\$ 32.62	\$ 34.52
Journeyman	\$ 29.85	\$ 31.95	\$ 33.85
Overscale Increases		\$ 2.10	\$ 1.90

	4/9/2023	4/7/2024	4/6/2025
Apprentices			
First 1040 Hours	\$ 22.50	\$ 22.50	\$ 22.50
1041-2080 Hours	\$ 23.00	\$ 23.00	\$ 23.00
2081-3120 Hours	\$ 23.50	\$ 23.50	\$ 23.50
3121-4160 Hours	\$ 24.00	\$ 24.00	\$ 24.00
4161+ Hours	\$ 29.85	\$ 31.95	\$ 33.85
Overscales Increases		\$ 2.10	\$ 1.90

	4/9/2023	4/7/2024	4/6/2025
Senior Retail Specialist			
	\$ 28.33	\$ 30.43	\$ 32.33
Overscale Increases		\$ 2.10	\$ 1.90

	4/9/2023	4/7/2024	4/6/2025
Universal Employees (hired or promoted before 4/7/24)			
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+ Years	\$ 25.93	\$ 28.03	\$ 29.93
Overscale Increases		\$ 2.10	\$ 1.90

	4/9/2023	4/7/2024	4/6/2025
Wrappers Hired after 5/1/86 & OTJ			
0-1040 Hours	\$ 17.00	\$ 17.00	\$ 17.00
1040-2080 Hours	\$ 17.50	\$ 17.50	\$ 17.50
2081-3119 Hours	\$ 18.00	\$ 18.00	\$ 18.00
3120-4158 Hours	\$ 18.50	\$ 18.50	\$ 18.50
4159-6239 Hours	\$ 19.50	\$ 19.50	\$ 19.50
6240+ Hours	\$ 25.14	\$ 27.24	\$ 29.14
Overscale Increases		\$ 2.10	\$ 1.90



 President James A. Gleb

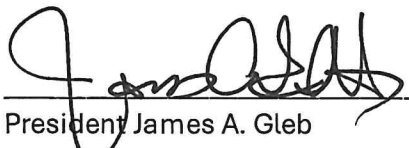


 Employer Representative

Retail Specialists	4/9/2023	4/7/2024	4/6/2025
0-1040 Hours	\$ 17.00	\$ 17.00	\$ 17.00
1041-2080 Hours	\$ 17.50	\$ 17.50	\$ 17.50
2081-3120 Hours	\$ 18.00	\$ 18.00	\$ 18.00
3121-4160 Hours	\$ 18.50	\$ 18.50	\$ 18.50
4161-4680 Hours	\$ 19.00	\$ 19.00	\$ 19.00
4681-5200 Hours	\$ 19.50	\$ 19.50	\$ 19.50
5201+ Hours	\$ 22.15	\$ 24.25	\$ 26.15
Overscale Increases		\$ 2.10	\$ 1.90

Courtesy Clerks	4/9/2023	4/7/2024	4/6/2025
Hire	\$ 10.50	\$ 10.50	\$ 10.50
After Probation	\$ 10.60	\$ 10.60	\$ 10.60
6 Months	\$ 11.00	\$ 11.00	\$ 11.00
12 Months	\$ 11.25	\$ 11.25	\$ 11.25
18 Months	\$ 11.55	\$ 11.55	\$ 11.55
24 Months	\$ 13.65	\$ 15.00	\$ 16.35
Overscale Increases		\$ 1.35	\$ 1.35

Regular & Prime Time PT (hired before 4/7/24)	4/9/2023	4/7/2024	4/6/2025
0-520 Hours/Youth 520 Hours	\$ 10.25	\$ 10.25	\$ 10.25
521-1040 Hours/Youth 520 Hours	\$ 10.35	\$ 10.35	\$ 10.35
1041-1560 Hours/Next 520 Hours	\$ 10.80	\$ 10.80	\$ 10.80
1561-2080 Hours/Next 520 Hours	\$ 11.10	\$ 11.10	\$ 11.10
2081-2600 Hours/Next 520 Hours	\$ 11.50	\$ 11.50	\$ 11.50
2601-3120 Hours/Next 520 Hours (All employees under 12.25 will map)	\$ 12.25	\$ 12.25	\$ 12.25
3121-3640 Hours/Next 520 Hours	\$ 13.00	\$ 13.00	\$ 13.00
3641-4160 Hours/Next 520 Hours	\$ 13.50	\$ 13.50	\$ 13.50
4161-4680 Hours/Next 520 ours	\$ 14.00	\$ 14.00	\$ 14.00
4681-5200 Hours/Next 520 Hours	\$ 14.50	\$ 14.50	\$ 14.50
5201-5720 Hours (hired/promoted after 7/28/2022) Next 520 Hours	\$ 16.00	\$ 16.00	\$ 16.00
Next 520 Hours *	\$ 18.25	\$ 18.25	\$ 18.25
Top Scale		\$ 19.60	\$ 20.95
Overscale		\$ 1.35	\$ 1.35



 President James A. Gleb



 Employer Representative

Universal Employees (hired or promoted after 4/6/24)	4/9/2023	4/7/2024	4/6/2025
Start -1 year		\$ 21.00	\$ 21.00
1-2 Years		\$ 21.75	\$ 21.75
2-3 Years		\$ 22.50	\$ 22.50
3-4 Years		\$ 23.50	\$ 23.25
4-5 Years		\$ 24.50	\$ 24.25
5-6 Years		\$ 25.50	\$ 25.25
6+		\$ 28.03	\$ 29.93
Overscale Increases		\$ 2.10	\$ 1.90

Retail Specialists (hired or promoted after 4/6/24)	4/9/2023	4/7/2024	4/6/2025
0-1040 Hours	\$ 17.00	\$ 20.00	\$ 20.00
1041-2080 Hours	\$ 17.50	\$ 20.50	\$ 20.50
2081-3120 Hours	\$ 18.00	\$ 21.00	\$ 21.00
3121-4160 Hours	\$ 18.50	\$ 21.50	\$ 21.50
4161-4680 Hours	\$ 19.00	\$ 22.50	\$ 22.50
4681-5200 Hours	\$ 19.50	\$ 23.50	\$ 23.50
5201+ Hours	\$ 22.15	\$ 24.25	\$ 26.15
Overscale Increases		\$ 2.10	\$ 1.90

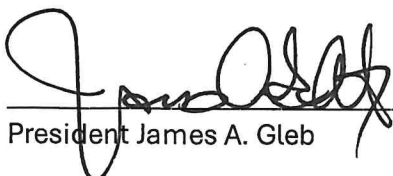
Regular & Prime Time PT (hired or promoted after 4/6/24)	4/9/2023	4/7/2024	4/6/2025
Hire		\$ 12.25	\$ 12.25
Next 520 Hours		\$ 13.00	\$ 13.00
Next 520 Hours		\$ 13.50	\$ 13.50
Next 520 Hours		\$ 14.00	\$ 14.00
Next 520 Hours		\$ 14.50	\$ 14.50
Next 520 Hours		\$ 15.00	\$ 15.00
Next 520 Hours		\$ 15.50	\$ 15.50
Next 520 Hours		\$ 16.00	\$ 16.00
Next 520 Hours		\$ 16.50	\$ 16.50
Next 520 Hours		\$ 17.00	\$ 17.00
Next 520 Hours		\$ 18.25	\$ 18.25
Top of Scale		\$ 19.60	\$ 20.95
Overscale Increases		\$ 1.35	\$ 1.35

Courtesy Clerks	4/9/2023	4/7/2024	4/6/2025
Hire	\$ 10.50	\$ 12.00	\$ 12.00
After Probation	\$ 10.60		
6 Months	\$ 11.00	\$ 12.50	\$ 12.50
12 Months	\$ 11.25	\$ 13.00	\$ 13.00
18 Months	\$ 11.55	\$ 13.75	\$ 13.75
24 Months	\$ 13.65	\$ 15.00	\$ 16.35
Overscale Increases		\$ 1.35	\$ 1.35

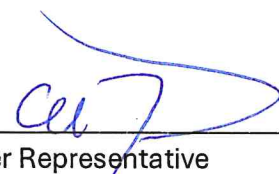
President James A. Gleb

Employer Representative

Wrappers Hired after 5/1/86 & OTJ	4/9/2023	4/7/2024	4/6/2025
0-1040 Hours	\$ 17.00	\$ 22.00	\$ 22.00
1040-2080 Hours	\$ 17.50	\$ 22.75	\$ 22.75
2081-3119 Hours	\$ 18.00	\$ 23.50	\$ 23.50
3120-4158 Hours	\$ 18.50	\$ 24.50	\$ 24.50
4159-6239 Hours	\$ 19.50	\$ 25.50	\$ 25.50
6240+ Hours	\$ 25.14	\$ 27.24	\$ 29.14
Overscale Increases		\$ 2.10	\$ 1.90



 President James A. Gleb



 Employer Representative