

Union Proposal #1

Article 3, Union Security

3.4 **New Employees.** The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 above, to have a new Employee complete a union membership card and dues authorization at the same time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the Employee's probationary period, such amount shall be promptly refunded by the Union to the Employee. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees ~~on the first and second Tuesday of each month, from 9:00 pm to 9:15 pm, with the exception of school age new hires who will be excused at 9:00 pm. A second meeting day will be held on the first and second Saturday of each month from 9:00 am to 9:15 am and from 1:00 pm to 1:15 pm~~ to discuss the benefits under this Agreement and of Union Membership. The Union agrees to hold the employer harmless for any actions or claims made by, or on behalf of employees relating to this clause.

- ❖ The Union proposed this to have more flexibility to schedule these meetings.

Union Proposal #2

Article 4, Hours of Labor

4.1 **Basic Workweek.** All scheduled or approved work performed in excess of eight (8) hours in any one day, ~~or~~ forty (40) hours in any one week (Monday through Saturday), ~~or on the sixth day~~ shall be paid at time and one half (1½) the Employee's regular rate of pay for all hours so worked. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. Part-time Employees shall not be scheduled six (6) days Monday through Saturday except by mutual agreement. **(Grocery)**

4.1 **Basic Workweek.** Forty (40) hours to be worked in any five (5) days Monday through Saturday shall constitute a regular work week. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. The daily hours to be worked shall be set upon a regular schedule. Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours per day, scheduled or approved, after forty (40) hours per week, or on the sixth day. Time and one-half (1½) shall also be paid for all hours worked before 5 a.m. or after 10 p.m. by full-time Employees ~~hired before May 1st, 2005.~~ **(Meat)**

- ❖ The intent for this proposal was to add OT if you are scheduled six days in the week and to eliminate the two-tiered system in the Meat contract.

Union Proposal #3

Article 4, Hours of Labor

4.5 **Minimum Schedule of Hours.** No Employee shall be scheduled for less than ~~eighteen (18)~~ **Twenty-Four (24)** hours per week. This minimum does not apply if the Employee has restricted their availability to less than ~~eighteen (18)~~ **Twenty-Four (24)** hours per week. (Grocery and Meat)

- ❖ The intent for this proposal was to increase guaranteed hours for part timers.

Union Proposal #4

Article 4A, Sunday Operations

4.9 **Rest Periods.** Each Employee who works more than (4) hours shall receive a fifteen (15) minute paid rest period. Employees who work seven (7) hours per day or more shall receive two fifteen (15) minute paid rest periods, one before lunch and one after lunch. **If an employee has two (2) Fifteen (15) minutes paid rest periods during their shift, they may combine those breaks upon mutual agreement with the manager or designee. (Grocery)**

4.9 **Rest Periods.** All Full-time Employees shall be entitled to rest a period of fifteen (15) minutes in the forenoon and afternoon of each day, for which they shall be compensated at their regular rate of pay. Part-time Employees working more than a four (4) hours consecutive shift shall be entitled to a rest period of fifteen (15) minutes. Employees may be required to punch in and punch out. **If an employee has two (2) Fifteen (15) minutes paid rest periods during their shift, they may combine those breaks upon mutual agreement with the manager or designee. (Meat)**

- ❖ The intent for this proposal was to give members more flexibility in regards to scheduling their breaks.

Union Proposal #5

Article 4A, Sunday Operations

4A.3 **Full-time Employees.** A separate schedule shall be posted, for qualified Full-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. Sunday full-time work shall be rotated among qualified Full-time Employees who volunteer so as to distribute the Sunday work equally to Full-time volunteer Employees. No Employer is required to use Full-time Employees on Sunday. Full-time Employees ~~hired before 5/1/05~~ shall receive time and one-half (1½) for all hours worked on Sunday. (Grocery)

4A.4 **Part-time Employees.** A separate schedule shall be posted for qualified Part-time Employees who have volunteered to work Sundays, at least two (2) weeks in advance of the Sunday to be worked. If the list of volunteers exceeds the number of hours of work that is available, Sunday part-time work shall be scheduled by seniority among qualified Part-time Employees who volunteer. All Part-time Employees ~~hired before 5/1/05~~ who work on Sundays shall be paid premium of \$.50 per hour over their regular hourly wage rate.(Grocery)

~~4A.9 **Sunday Premium.** There shall be no Sunday premium pay for any Employee hired after 4/30/05.-(Grocery)~~

4.2a. **Employee Scheduling.** Employees shall be required to work before 5 a.m. and after 9 p.m. when so scheduled. No regular Full-time Employee shall be required to work more than two evening per week. Sunday overtime pay of time and one-half (1½) for Full-time Employees ~~hired before May 1st, 2005~~ and fifty cents (50¢) per hour for Part-time Employees. ~~hired before May 1st, 2005 shall remain the same. Employees hired after April 30, 2005 will not receive Sunday Premium Pay.~~ (Meat)

- ❖ The intent for these proposals was to eliminate the tiered system and return the Sunday premium to the members.

Union Proposal #6

Article 6, Laundry-Uniform

6.3 Full time employees will receive a uniform allowance of two hundred dollars (\$200) on their initial hire date. Part time employees will receive a uniform allowance of one hundred dollars (\$100) on their initial hire anniversary date. (Grocery)

6.2 Full time employees will receive a uniform allowance of two hundred dollars (\$200) on their initial hire date. Part time employees will receive a uniform allowance of one hundred dollars (\$100) on their initial hire anniversary date. (Meat)

Union Proposal #7

Article 6, Laundry-Uniform

6.1 **Employer Provided Uniforms.** In the event the Employer requires its Employees to wear smocks, aprons, jackets, caps, uniforms, or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the Employees drip-dry uniforms, and the Employees accept the same, the Employees shall launder the uniforms. Jackets or rain gear for Employees working outside will be available for inclement weather. Jackets for unloading trucks will be available, at no cost to the employee, for all employees working in or stocking product in any cooler, freezer, or cutting room. Jackets will also be made available, at no cost to the employee, all cashiers working on the front end.

- ❖ There were reports that jackets and cold weather gear were not being provided.

Union Proposal #8

Article 8, Vacations

Full-time (FortyPlus) Employees

8.1 **Vacation Benefit.** Full-time Employees shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, three (3) weeks after the eighth year, and four (4) weeks after the fifteenth year and five (5) weeks after twenty (20) years. (Grocery and Meat)

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8.2 **Vacation during Holiday Week.** Full-time Employees taking their vacation during a holiday week shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.3 **Vacation Pay Calculation.** Vacation pay for Full-time Employees shall be at the Employee's straight time rate and shall be based upon the average number of hours paid worked for each week in the preceding year for each week of vacation to which the Employee is entitled, inclusive of overtime, not to exceed forty (40) hours per week. (Grocery)

8.3 **Vacation Pay Calculation.** Vacation pay for Full-time Employees shall be at the Employee's straight time rate and shall be based upon the average number of hours worked paid for each week in the preceding year for each week of vacation to which the Employee is entitled, inclusive of overtime, time worked on Sunday, and time while on jury duty or training duty with an Employee's national guard or reserve unit. (Meat)

8.4 **Vacation Pay Proration.** Full-time Employees with 6 months of service who quit, are laid off or dismissed, except dismissed for ~~cause~~ **theft**, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year. (Grocery)

8.4 **Vacation Pay Proration.** Full-time Employees with 6 months of service who quit, are laid off or dismissed, except dismissed for ~~cause~~ **theft**, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year. As to all full-time Employees, after sixty (60) days absence, vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary), provided the Employee has worked six (6) months or more since their last anniversary date and has a minimum of one (1) year seniority. (Meat)

8.5 **Part-time Vacation Credit.** Part-time Employees who move into a full-time position with the same Employer shall receive credit for years of service on their vacation schedule for time spent as a Part-time Employee. Example: A Part-time Employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the Employer. That Employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

Part-time (including ThirtyPlus) Employees

8.6 **Vacation Benefit.** Part-time ~~Food Handling~~ Employees hired before May 1, 2005 shall be entitled to vacation of three (3) weeks after the seventh (7th) year and four (4) weeks after the fifteenth (15th) year. Part-time ~~Food Handling~~ Employees hired after April 30, 2005 shall be entitled to annual vacation of one week after one (1) year of employment, two (2) weeks after the second year, and three (3) weeks after the eighth year **and four (4) weeks after the fifteenth (15th) year.** (Grocery and Meat)

8.7 **Vacation Pay Calculation.** Vacation pay shall be based on the average number of hours ~~worked~~ **paid** on a weekly basis during the year. "During the year" means the fifty-two (52) weeks immediately preceding the Employee's anniversary date. (Grocery and Meat)

8.8 **Vacation Pay Proration.** Part-time Employees with one year or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for ~~cause~~ **theft**, shall be entitled to pro-rated vacation calculated as a completed percentage of the employee's anniversary year. (Grocery and Meat)

~~8.9 **Part-time Nonfood Handling Employees.** Part-time Nonfood Handling Employees, Baggers, and Utilities, shall be entitled to annual vacation of one (1) week of paid vacation after~~

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~~two (2) years of employment and two (2) weeks of paid vacation after five (5) years, based on average hours worked. (Grocery and Meat)~~

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- ❖ The intent for these proposals was to increase paid time off and to narrow the scope of when members sacrifice their Vacation time.

Union Proposal #9

Article 8, Vacations

8.18 **Full-time (FortyPlus) Employees.** ~~Two (2)~~ **Three (3)** additional personal days off with pay shall be granted to Full-time Employees ~~hired before May 1, 2005~~ by mutual agreement between the Employer and the Employee so that Employees on an individual basis will have a three-day weekend counting their regular day off. ~~Full-time Employees hired after April 30, 2005 shall be granted two (2) personal days with pay after five (5) years of employment.~~ Personal day pay shall be eight (8) hours per day for eligible Full-time Employees. **(Grocery and Meat)**

8.19 **Part-time (including ThirtyPlus) Employees / Nonfood Handling Employees.** Part-time Food-Handling Employees ~~hired prior to June 29, 2008~~ and Part-time Non-Food Handling Employees ~~hired before May 1, 2005~~ will receive ~~two (2)~~ **three (3)** personal days. Personal day pay shall be seven (7) hours per day for eligible Part-time Employees. **(Grocery and Meat)**

- ❖ The intent on these proposals was to increase personal days.

Union Proposal #10

Article 9, Holidays

9.1 **Designated Holidays.** For purposes of this contract, the following days are holidays: New Years Day, **Dr. Martin Luther King Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, **Christmas Eve** and Christmas Day. Employees shall not work on Christmas Day and after 4:00 p.m. Christmas Eve. It is agreed that no Employee shall work after 4:00 p.m., December 24, Christmas Eve. **(Grocery and Meat)**

9.2 **Holidays falling on Sunday.** In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article except that **Christmas Eve** and Christmas Day shall always be observed as a holiday on **December 24th** and December 25th. **(Grocery and Meat)**

9.3 **Overtime Pay.** All Employees ~~with one (1) or more years of service~~ who work on New Year's Day, **Dr. Martin Luther King Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, **Christmas Eve**, or Easter Sunday shall be paid at time and one-half (1½) their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits, which may accrue under this agreement. **(Grocery and Meat)**

- ❖ The intent on these proposals was to increase the amount of Holidays recognized in the contract.

Union Proposal #11

Article 10, Seniority

10.18 ~~Part-time Promotions to Full-time~~ **Job Postings:** When an opening occurs, for Full-time Employees, Part-time Employees shall be given the first opportunity to fill such openings, provided they have the ability and are available to perform the work. All full-time openings (exclusive of classified positions) shall be posted. All postings must remain posted for a period of not less than ~~one week~~ **Ten (10) days**. Interested and available Employees shall acknowledge their interests in filling the position by signing the posting. Part-time Employees within the seniority category who have signed the posting and have the qualifying abilities and are available will receive ~~fifty percent (50%) of all full-time job openings in that particular seniority category based on seniority~~. If no such Part-time Employees in the category apply who are qualified and available, **Employees outside that seniority category that are qualified and available, will be allowed to apply and the position will be awarded by seniority with the Employer, regardless of Full time or Part time status. If no Employee applies, the Employer is free to pick whoever it chooses to fill the vacancy.**

10.18B The Employer will increase the number of Full-time positions in each year of the Agreement until there is a minimum of one (1) full-time position for every three (3) regular part-time food handling positions (excluding non-food handling positions and employees covered by the Meat Agreement). (Grocery)

- ❖ The intent for these proposals was to guarantee members having first access to job openings.

Union Proposal #12

Article 15, Health and Welfare And Pension

15.16 **Contribution Rate.** The Employer will pay the full monthly Family contribution to the Health and Welfare Fund for each *FortyPlus* (Full-time) Food Handling Employee (as defined in paragraph 10.8~~3~~) with dependents ~~and hired before May 1, 2005 according to the following schedule:~~ (Grocery)

15.16 **Contribution Rate.** The Employer will pay the full monthly Family contribution to the Health and Welfare Fund for each *FortyPlus* (Full-time) Food Handling Employee (as defined in paragraph 10.8~~10~~) with dependents ~~and hired before May 1, 2005 according to the following schedule:~~ (Meat)

15.17 **Family Coverage Premium Share.** The Employer will pay the full contribution for Single coverage for Full-time Employees ~~hired after April 30, 2005~~. The Employer will also pay ~~87.5% of the difference between~~ the Single contribution rate and the Family contribution rate if the Full-time Employee requests Family coverage. (Grocery and Meat)

- ❖ The intent for these proposals was to eliminate the tiered system and the member cost share relating to healthcare.

Union Proposal #13

Article 15, Health and Welfare And Pension

15.22 **Contribution Rate.** The Employer agrees to ~~continue~~ to pay the monthly contribution for Single coverage for each *ThirtyPlus* Part-time Food Handling Employee, each *Grandfathered* Part-time Food Handling Employee, and each Non-food Handling Employee working ~~30~~ **twenty-four (24)** hours per week or more (hereafter “Eligible Part-time Employees” as defined in paragraph 10.3) to the Health and Welfare Fund, ~~according to the following schedule:~~ **(Grocery)**

15.22 **Contribution Rate.** The Employer agrees to ~~continue~~ to pay **the** monthly contribution for Single coverage for each *ThirtyPlus* Part-time Food Handling Employee, each *Grandfathered* Part-time Food Handling Employee, and each Non-food Handling Employee working ~~30~~ **twenty-four (24)** hours per week or more (hereafter “Eligible Part-time Employees” as defined in paragraph 10.10) to the Health and Welfare Fund, ~~according to the following schedule:~~ **(Meat)**

15.23 **Required Hours.** Except as otherwise required by law, in the event an Eligible Part-time Employee’s compensated hours (hours actually worked, vacation hours, personal day hours, holiday hours, etc.) in any one month do not equal or exceed an average of 18 hours of work per week per Health Fund contribution period (12 periods per year), the Employer is not required to make any Health and Welfare contribution on the Employee’s behalf for the ensuing month. Employees may use up to 3 days of vacation per year for the sole purpose of increasing compensated time in the event the employee is short hours for purposes of a monthly health fund contribution. If vacation is already scheduled, that time must be removed from the vacation schedule.

15.24 **New Eligible Part-time Employees.** The Employer agrees to make Health Fund contributions at the Single contribution rate on behalf of each Eligible Part-time Employee on the 1st of the month following ~~seven (7)~~ **four (4)** months of active employment. Eligible Part-time Employee eligibility will begin the first of the month after the Employer’s first contribution. **(Grocery)**

15.25 **Ineligible Employees.** New Part-time Employees, including Part-time Nonfood Handling Employees, hired after September 30, 2014, who do not average 30 hours or more per week shall not be eligible for health coverage. **(Grocery and Meat)**

15.26 ~~Pre 10/1/14 Eligible Employee Premium Share~~. The Employer will continue to pay the full Single contribution rate for ~~ThirtyPlus~~ employees hired before October 1, 2014 and ~~Grandfathered~~ Part-time Employees as defined in paragraph 10.8 ~~10.3~~. Effective January 1, 2018, The Employer will pay the Single contribution rate for Eligible Employees hired before October 1, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the Eligible Employee through a payroll deduction of \$9 for the first 4 pay periods (total of \$36) each month toward the monthly contribution rate. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$10 for the first 4 pay periods (total of \$40) and effective January 1, 2024 the foregoing payroll deduction shall increase to \$11 for the first 4 pay periods (total of \$44).

(Grocery and Meat)

15.27 ~~Post 10/1/14 Eligible Employee Premium Share~~. The Employer will continue to pay the Single contribution rate for Non-Food Handling Employees averaging 30 hours per week or more Sunday through Saturday and for ~~ThirtyPlus~~ Employees hired after September 30, 2014 who elect health care coverage under the Health and Welfare Fund reduced by a "premium share" to be paid by the employee through a payroll deduction of \$30 for the first 4 pay periods of each month. Effective January 1, 2023 the foregoing payroll deduction shall increase to \$31 for the first 4 pay periods and effective January 1, 2024 the foregoing payroll deduction shall increase to \$32 for the first 4 pay periods. ~~15.28~~ (Grocery and meat)

15.28 **Transitional Employee Premium Share**. The transitional employee group was eliminated by the parties in 2022. Any transitional employee affected by this change will move to the post 10/1/14 employee group for purposes of all other wages and benefits. (Grocery and Meat)

- ❖ The intent of these proposals was to make health care more accessible to members, eliminate the tiered system and to allow earlier access to receiving health care benefits.

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Union Proposal #14

Article 15, Health and Welfare And Pension

15.31 **Base Contribution Rate**. The Employer agrees to contribute ~~Sixty~~ **Ninety** Cents (\$.690) per hour to said Pension Fund for each hour worked by each Full-time and Part-time Employee (~~exclusive of Part-time Non-Food Handling Employees~~) after the Employee has completed their probationary period. (Grocery and Meat)

15.32 **Enhanced Contribution Rate**. The Employer agrees to contribute one dollar and ~~fifty~~ **twenty**-five cents (\$1.255) per hour for each hour worked by each Full-time and Part-time Employee (including ~~ThirtyPlus~~ Employees) (~~exclusive of Part-time Non-Food Handling Employees~~) with more than five (5) years of service to the Employer. (Grocery and Meat)

Union Proposal #15

Article 15, Health and Welfare And Pension

19.4 B **S.P.U.R. (Special Project Union Representative).** A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 1189 for temporary work as a Union Representative in the SPUR program, ~~but not in any matter or project related to any signatory employer.~~ The Union will provide a 30 day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the Employee's participation in H&W and Pension Programs as provided by the agreement during the leave of absence. The Employer would provide the leave without loss of seniority. The SPUR leave will be granted only upon mutual agreement of the Employer and the Union. No request will be unreasonably denied. **(Grocery and Meat)**

19.5 New Section-Minnesota Paid Family and Medical Leave:

1. Effective January 1, 2026, the employer agrees to pay 100% of the Family and Medical Leave premiums assessed pursuant to Minnesota State Statute Section 268B.14.
2. The Vacation Time or other paid time off provided for in this Agreement may be taken as "supplemental benefits" by employees who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided under Minnesota Statute Chapter 256B, plus the "supplemental benefits" paid to the employee by the Employer, shall not exceed 100% of the regular wage or salary of the employee. Employees may not be required to exhaust accumulated Vacation Time or other forms of personal time off before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use Vacation Time or other forms of paid time off or disability insurance payments in lieu of family medical leave program benefits under Chapter 256B, provided the employee is currently eligible. **(Grocery)**

*Renumber remaining Sections

19.6 New Section-Minnesota Paid Family and Medical Leave:

1. Effective January 1, 2026, the employer agrees to pay 100% of the Family and Medical Leave premiums assessed pursuant to Minnesota State Statute Section 268B.14.
2. The Vacation Time or other paid time off provided for in this Agreement may be taken as "supplemental benefits" by employees who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided under Minnesota Statute Chapter 256B, plus the "supplemental benefits" paid to the employee by the Employer, shall not exceed 100% of the regular wage or salary of the employee. Employees may not be required to exhaust accumulated Vacation Time or other forms of personal time off before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use Vacation Time or other forms of paid time off

or disability insurance payments in lieu of family medical leave program benefits under Chapter 256B, provided the employee is currently eligible. **(Meat)**

***Renumber remaining Sections**

- ❖ The intent of these proposals is to help the Union be able to recruit members to do Union projects and to add language regarding paid family leave taking effect in 2026.

Union Proposal #16

401K Match. The Employer agrees to match an Employee's contribution, up to 5% to the 401K plan offered by the Employer. **(Grocery and Meat)**

Union Proposal #17

Article 21, Rates of Pay

- **Across the board Wage increases of three (3) dollars per year. (Grocery and Meat)**
- **Accrete the Full Time Bakery Deli, includes FT Decorators into the Full Time Food Handlers wage Grid. (Grocery)**

Union Proposal #18

Article 13, Agreement Violations

13.1 *Backpay Limitation.* All claims for back pay or loss of wages arising out of this Agreement on account of any violations of the terms hereof must be made in writing within ~~sixty (60) days~~ **two (2) years** from the pay day following the accrual of the claim, and if not made within such period, the claim shall be barred. ~~The Employer shall not be required to pay back pay on grievances for more than a ninety (90) day period prior to the filing of the grievance.~~

- ❖ The intent of this proposal was to closer align contract language to the Minnesota wage theft law.

Union Proposal #19

Article 5, Miscellaneous Provisions

5.17 Employees will receive a 15% discount when shopping at the employer's stores. (Grocery)

5.21 Employees will receive a 15% discount when shopping at the employer's stores. (Meat)

Union Proposal #20

10.18B The Employer will increase the number of Full-time positions in each year of the Agreement until there is a minimum of one (1) full-time position for every three (3) regular part-time food handling positions (excluding non-food handling positions and employees covered by the Meat Agreement).- **(Grocery)**

- ❖ The Intent of this proposal was to help increase the amount of full-time positions at the employer.