

SECTION 2.9: EMPLOYEE BREAK TIME:

B. Meal Periods (Employee's Time): Any employee who is ~~employed~~ **scheduled** at least six (6) hours in a workday shall be entitled to up to thirty (30) minutes for a meal period without pay.

SECTION 4.1: HOLIDAYS DEFINED:


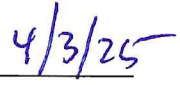
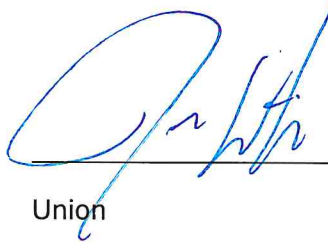
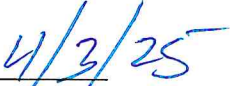
The employer may be open for continuous operations New Year's Eve through New Year's Day, under the conditions set forth in Section ~~5~~**4.4**.

SECTION 12.3: LABOR MANAGEMENT COMMITTEE:

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~~**ARTICLE 14**.

SECTION 14.3: ARBITRATION:


A. If a dispute or discharge is not resolved by the provisions of ~~SECTIONS 15.1~~**14.1** and 14.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

			
_____ Employer	_____ Date	_____ Union	_____ Date

SECTION 2.5: WORK SCHEDULES:

A. Posting Schedules: Schedules for all employees will be posted in each store by Friday noon for the following two (2) work weeks, once posted the schedule will not change unless by mutual agreement.


1. When changes to the Employer's scheduling system allows them to post schedules in seniority order, the Employer will do so.



Employer



Date



Union



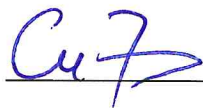
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SECTION 2.10: OTHER WORKING CONDITIONS:

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C. Refusal to Work: No employee shall be discriminated against for refusal to work on their day off. ~~Provided qualified and experienced help acceptable to the Employer is available.~~

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 Employer policy. Employees may use vacation to replace lost wages.



Employer



Date



Union



Date

SECTION 7.3: BEREAVEMENT LEAVE:

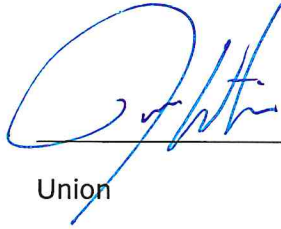
A. After completing the probationary period all employees shall be entitled to a maximum of three (3) days paid leave when it is necessary to be absent on scheduled work days to **grieve**, arrange for, travel to, or attend the funeral of an immediate family member. Immediate family member is defined as the employees' spouse, parents, step-parents, **grandchildren**, brothers, sisters, **step-siblings**, mother-in-law, father-in-law **or grandparents**. In the event of the death of a spouse, **domestic partner or children (child, step-child, adopted child, foster child and legal guardian's child)**, the employee shall be entitled to a maximum of four (4) days **bereavement** leave.



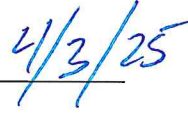
Employer



Date



Union



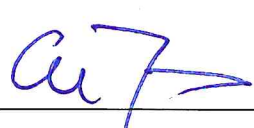

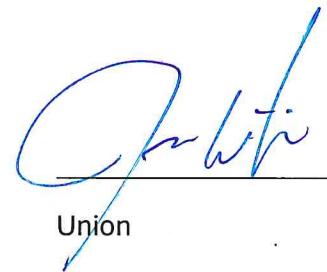
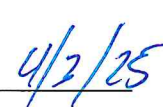
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SECTION 7.6: FAMILY AND MEDICAL LEAVE ACT:

Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act or Paid Family and Medical Leave.

New Section-Minnesota Paid Family and Medical Leave:

1. Upon implementation of the State of Minnesota Paid FMLA law, the employer retains the right to deduct payroll taxes to the maximum amount allowed by state Paid Family Medical Leave legislation or implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit provided it receives commissioner approval. Should the Employer receive commissioner approval they will meet and negotiate the terms and conditions of impact to employees.
2. Vacation 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 or other forms of personal time off before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use vacation 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.

			
Employer	Date	Union	Date

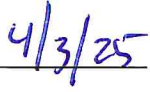
NEW ARTICLE
SHOOTINGS, OTHER VIOLENT ATTACKS AND DANGEROUS EMERGENCIES AT
STORES

- 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 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.
- 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.



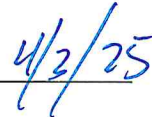
Employer



Date



Union



Date

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. 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.

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.

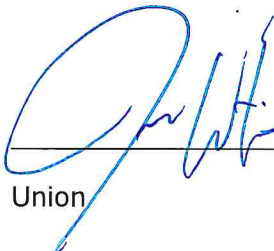
D. Safety and Health. The Employer will work with Federal, State and Local recommendations to ensure employees are safe. Upon request, the Employer will meet and discuss these safety measures with the Union.

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.



Employer Date

4/3/25



Union Date

4/3/25

ARTICLE 21-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.~~

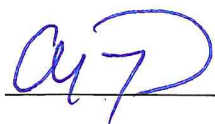
~~Employees are expected to make themselves available for Employer paid, post accident testing. The Employer shall adopt drug and alcohol testing procedures which conform to Minnesota Statute § 181.950 and following which shall govern all drug and alcohol testing. Time spent in drug testing shall be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

A. The Employer 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 employee 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 employee's workplace conduct that would cause a reasonable person to believe that the employee 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 an employee has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable cause.

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

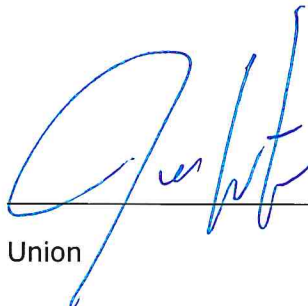
D. The Employer agrees to offer the employee who has tested positive a mutually agreeable substance abuse program. The Employee shall attend and complete the program in a timely manner. The Employer agrees that the Employee has the right to continue working at the Employee's current job while the Employee attends the program.



Employer



Date



Union



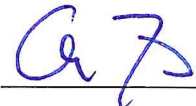

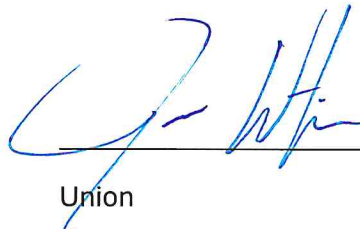

Date

RTICLE 22-VACATION AND WAIVER RELIEF

A. In the event that a full-time employee is absent or unavailable to work on an unplanned basis (e.g., injury, illness, surgery, FMLA leave, etc.) for a period of longer than one (1) week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The waiver period may be extended beyond the initial twelve (12) week period by the mutual agreement between the Employer and the Union. The placement of waiver employees will be at the discretion of the Employer.

B. Seasonal vacation employees are those employees who work from May 1 through the second (2nd) week in September. The placement of these employees will be at the discretion of the Employer. During the waiver period, the employee will not accrue any benefits other than a temporary wage rate adjustment. The wage rate adjustment will not exceed the length of the waiver period. A special waiver explaining the terms of employment in these situations will be signed by the employee and submitted to the Union.

**The Union will withdraw the above proposal if the Employer adds the following LOU:
All employees of Knowlan's Super Markets Maplewood/South St. Paul are eligible for ESST per the applicable statute(s). 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.**

			
_____ Employer	_____ Date	_____ Union	_____ Date

CLASSIFICATION	CURRENT	4/6/2025	4/5/2026
DEPARTMENT HEAD	\$ 22.80	\$ 24.05	\$ 25.30
OVERSCALE INCREASES		\$ 1.25	\$ 1.25
FULL TIME	\$ 20.60	\$ 21.85	\$ 23.10
OVERSCALE INCREASES		\$ 1.25	\$ 1.25

PART TIME			
HIRED BEFORE RATIFICATION		4/6/2025	4/5/2026
0-2080		\$ 12.75	\$ 12.75
2081-2600		\$ 13.25	\$ 13.25
2601-3120		\$ 13.80	\$ 13.80
3121-4160		\$ 14.30	\$ 14.30
4161-5200		\$ 15.30	\$ 15.30
5201-6240		\$ 16.30	\$ 16.30
6241-7280		\$ 17.30	\$ 17.30
7281-8320		\$ 18.15	\$ 18.15
8321-(TOP OF SCALE)		\$ 19.00	\$ 19.00
OVERSCALE INCREASES		\$ 0.50	\$ 0.50

*Those at \$16.30 will move to \$17.30, be credited with 6240 hours and progress from that point forward

**Those below \$12.75 will map to \$12.75, be credited with 1560 hours and progress from that point forward.





 UNION REPRESENTATIVE DATE 4/21/25



 EMPLOYER REPRESENTATIVE DATE 4/21/25

PART TIME		
HIRED ON OR AFTER RATIFICATION		
	4/6/2025	4/5/2026
HIRE	\$ 12.75	\$ 12.75
NEXT 520	\$ 13.00	\$ 13.00
NEXT 520	\$ 13.25	\$ 13.25
NEXT 520	\$ 13.50	\$ 13.50
NEXT 520	\$ 13.75	\$ 13.75
NEXT 520	\$ 14.00	\$ 14.00
NEXT 520	\$ 14.25	\$ 14.25
NEXT 520	\$ 14.50	\$ 14.50
NEXT 520	\$ 14.75	\$ 14.75
NEXT 520	\$ 15.00	\$ 15.00
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NEXT 520	\$ 17.75	\$ 17.75
NEXT 520	\$ 18.00	\$ 18.00
NEXT 520	\$ 18.25	\$ 18.50
NEXT 520	\$ 18.50	\$ 19.00
TOP & OVERSCALE	\$ 0.50	\$ 0.50


 UNION REPRESENTATIVE 4/21/25
 DATE


 EMPLOYER REPRESENTATIVE 4/21/25
 DATE