

2026 Jerry's Enterprises Inc. UFCW 1189 Proposal
Presented Jan. 27, 2026

These proposals are offered by Jerry's Enterprises Inc. in a good faith effort to reach a negotiated successor contract to our respective collective bargaining agreement with UFCW Local 1189 that expires on April 4, 2026. In many cases the CBA contains multiple references to a concept that Jerry's Enterprises Inc. is proposing changing; if agreed, the parties would need to echo that change elsewhere in the agreement. Any agreement as to a specific proposal is considered to be a tentative agreement subject to the final agreement between us and the Union concerning all matters related to these negotiations. Jerry's Enterprises Inc. reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

COUNTY MARKET SECTION 1: COMMON PROPOSALS TO ALL

Proposal 1 CM (1)

- Contract is effective upon ratification.

Proposal 2 CM (2)

- Article 2: Wages, Hours and Working Conditions
 - Section 2.1: Wage Rates
 - Add, and renumber paragraphs.

City, State, or Federal Minimum Wage and Other Wage Increases: Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression may be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, it shall be at the Employer's discretion whether that employee will receive the scheduled wage progression. In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in the minimum wage, the wage rate for all employees shall be raised to the new minimum wage. The employer may apply greater hourly wage increases at its discretion to address wage compression.

Proposal 3 CM (6)

- Article 2: Wages, Hours and Working Conditions
 - Section 2.5: Temporary Replacement of Department Heads

~~If an employee in a "Department Head" position receiving department manager wage is gone for five (5) consecutive days, an employee will be designated as a replacement Department Head for the time in which the normal Department Head is gone and will be paid the Department Head rate of pay.~~

Proposal 4 CM (9)

- Article 4: Seniority
 - Section 4.2: Application of Seniority
 - A. Probationary Period:
 - 1) All newly hired employees will be on probation for ~~thirty (30) calendar days~~ sixty (60) shifts and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.

Proposal 5 CM (14)

- Article 8: Leave of Absence
 - Section 8.7: S.P.U.R. (Special Project Union Representative):

The Employer agrees that it will provide a leave of absence to employees other than department heads for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. No more than one (1) S.P.U.R. leave shall be granted per store at any given time. The Union will provide a two week notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority; ~~however, a Department Head may not return to a Department Head position.~~

Proposal 6 CM (15)

- Article 10: Discharge

C. Warning Notices And Discharge. In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing; ~~with a copy to the Union.~~

Proposal 7 CM (16)

- Article 13: Union – Employer Cooperation
 - Section 13.2: Store Visitation

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business. Upon arrival, the Union Representative shall make their presence known to the Store Director or the Manager on Duty (MOD).

Proposal 10 CM (17)

- Article 15: Grievance and Arbitration
 - Section 15.1: Grievance

A. A grievance is any controversy over the employer's adherence to the terms and provision of this Agreement. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with their immediate supervisor. ~~In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.~~

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union ~~shall, within seven (7) calendar days,~~ may attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge, or reasonably should have had knowledge, of the occurrence giving rise to the grievance. ~~Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.~~

E. ~~Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be~~ The Union may submitted any grievance to arbitration by ~~either party~~ notifying the ~~other involved employer~~ in writing of its desire to do so and obtaining the panel of arbitrators ~~Notification of desire to submit the grievance to arbitration must be made~~ within thirty (30) calendar days following exhaustion of A, B, C, and D above.

F. 1) ~~Employer Violations: Any Employer who intentionally violates any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours of employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.~~

2) ~~No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in SECTION 15.2 and 15.3.~~

○ Section 15.2: Mediation

Any discharge or dispute that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to Federal Mediation and Conciliation Service (FMCS) in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation

shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 15. 1. ~~The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration~~

○ Section 15.3 Arbitration

~~A. If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.~~

B. ~~A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may~~ To obtain a panel of arbitrators, the Union shall petition the Federal Mediation and Conciliation Service (FMCS) (or, if FMCS is not available, the American Arbitration Association) for a list of seven (7) neutral arbitrators, all of whom are members of the National Academy of Arbitrators. The parties shall alternately strike from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.

C. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

D. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.

E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

F. The decision of the Arbitrator shall be final and binding upon all parties to the dispute.

~~G. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.~~

Proposal 11 CM (18)

- Article 21: Management Rights

~~The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement. All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include, but are not limited to, the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, scheduling and assignment of~~

work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store.

Proposal 12 CM (19)

- Article 23: Drug and Alcohol Testing

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 within one hundred twenty (120) calendar days, which may be extended by mutual agreement of the Employer and the Union. The Employer agrees that the employee has the right to continue working at the employee's current job while the employee attends the program.

COUNTY MARKET SECTION 1: CLEAN-UP

Proposal 13 CM (20): Eliminate all vestigial dates throughout.

Proposal 14 CM (21): Add Minnesota Rest and Meal Break MOU to the back of the CBA.

COUNTY MARKET SECTION 2: PROPOSALS COMMON TO TWO OR MORE GROCERS

Proposal 15 CM (24)

- Article 1: Union Security
 - Section 1.1: Recognition

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of full-time and part-time employees employed by the Employer, excluding Bakers and 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)~~ five (5) employees per store, including the Store Director, outside the bargaining unit who may perform any and all bargaining unit work. ~~Stores with one hundred (100) or more bargaining unit employees may have up to three, (3) employees per store, including the Store Director, outside the bargaining unit who may perform any and all bargaining unit work.~~

Proposal 16 CM (26)

- Article 5: Holidays
 - Section 5.1: Holidays Defined

D. Personal Holidays:

1. All full-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be

entitled to four (4) personal holidays, in addition to the seven (7) nationally recognized holidays listed above. The balance of an employee's Personal Holiday time shall not exceed two times (2x) the annual Personal Holiday time granted to the employee.

2. All part-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, will be entitled to one (1) personal holiday 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 seven (7)) nationally recognized holidays listed above. The balance of an employee's Personal Holiday time shall not exceed two times (2x) the annual Personal Holiday time granted to the employee.

Proposal 17 CM (27)

- Article 6: Definitions
 - Section 6.3: Prime-Time Employee

A Prime time employee may work no more than twenty-four (24) hours per week with a minimum of twelve (12) hours per week and a minimum of three (3) hours per shift. ~~These Prime time employees are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.~~ Employees may be scheduled less than twelve (12) hours by mutual agreement. Prime time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Prime time employees will not be eligible for health and welfare or retirement benefits. In the first year of employment, after ninety (90) days, Prime-time employees will receive holiday pay when the employee works the holiday. After twelve, (12), continuous months of employment all Prime time employees will be eligible for holiday pay and vacation benefits. Prime time employees may, under plan rules, make pre-tax contributions to the 401 K Plan.

Proposal 18 CM (28): Add new section to incorporate Minnesota Paid Leave Policy LOA into the CBA and update language.

Section 8.8: Minnesota Paid Family Leave

The Minnesota Department of Employment and Economic Development ("DEED") determines eligibility for Minnesota Paid Family and Medical Leave ("PFML") benefits. Paid leave premiums will be collected starting January 1, 2026, with benefits available to employees that same date. Starting January 1, 2026, the Employer will deduct from employees' pay fifty percent (50%) of the premium DEED charges to employers up to any statutory cap on employee premiums. The Employer will pay any remainder of the premium. For example, if the PFML premium is zero point eighty-eight percent (0.88%) of each employee's eligible wages and the cost may be shared on a 50:50 basis, the Employer and employee will pay the PFML premium as follows: (1) zero point forty-four percent (0.44%) will be paid by employee (the Employer will withhold this amount from the employee's paycheck); and (2) zero point forty-four percent (0.44%) will be paid by the Employer.

Paid time off (PTO) or other paid time off benefits provided for in this Agreement may be taken as “supplemental benefits” for those 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 268B, plus the “supplemental benefits” paid to the employee by the Employer, shall not exceed 100% of the regular wage of the employee. Employees may not be required to exhaust accumulated PTO or other forms of paid time off benefits before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use PTO or other forms of paid time off or disability insurance payments in lieu of family medical leave program benefits under Chapter 268B, provided the employee is eligible.

Eligible employees may take at least 480 hours of intermittent leave in a year under Minnesota Statute Chapter 268B; however, any leave needed beyond the 480 hours’ time must be taken as continuous leave.

PFML will run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA) and the Minnesota Pregnancy and Parenting Leave law, if the employee and the purpose of leave qualifies under each respective law. PFML will also run concurrently with leave taken under any disability plan or an employer-provided leave benefit.

The Employer retains the right to 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. The Employer further reserves the right to discontinue this benefit in the event that the applicable state legislation is repealed.

Proposal 19 CM (29):

- LOA #3: Shelf Stocking and Resets

B. Participate in a “category” reset to stock products when products that they represent are included in the category; ~~the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re-tag the category.~~ After the first case, product in the designated category will be restocked by a Local 1189 member.

Proposal 20 CM (30)

Article 6.3: Prime Time Employee

Prime time employees may not exceed a maximum of ~~thirty percent, (30%);~~ **forty percent (40%)** of the combined Part-time, Utility and Prime time work force, company-wide. A monthly report of Prime time employees will be posted in all departments by the schedules.

COUNTY MARKET SECTION 2: CLEAN-UP

Proposal 21 CM (35): Strike Appendix C: Letter of Understanding: JATC MN State Certified Meat Apprenticeship

COUNTY MARKET SECTION 3: PROPOSALS UNIQUE TO JERRY'S

Proposal 22 CM (36):

- Article 6: Definitions
 - Section 6.7
 - C. No Journeyman, unless by mutual agreement, will be scheduled past ~~4:00 p.m.~~ 7:00 p.m.
 - D. No Apprentice, unless by mutual agreement, will be scheduled more than one (1) shift per week past ~~4:00 p.m.~~ 7:00 p.m.

Proposal 23 CM (39): Hold for further review of merging or freezing of 1189 County Market CBA.

Proposal 24 CM: (NA) Change all References to County Market to “Jerry’s Hudson & North Branch”

COUNTY MARKET SECTION 3: CLEAN-UP

Proposal 25 CM (40):

- Article 2
 - Section 2.6
 - E: ~~Upon the completion of the Employer’s scheduling solutions upgrade, t~~The Employer will provide scheduling information through a secure interface to the Union on the day in which schedules are due to be posted in the stores.

Proposal 26 CM (41):

- Article 7
 - Section 7.2 PTO Accrual Schedule
 - A. Change Part-Time AND Prime-Time Weekly rate for first year to 0.03333/hour worked for ESST compliance.
 - B. ~~PTO calculation adjustments will be completed as soon as administratively possible, but not later than May 31, 2024. Adjustments will be retroactive to the contract effective date.~~

Proposal 26 CM (44):

Article 8: Leaves of Absence

Section 8.1

A leave of absence not to exceed six (6) months may be granted by mutual agreement between the Employer, employee and the Union. All leaves of absence shall be requested and confirmed in writing using the company’s online employee payroll platform. Failure to return at the end of a leave of absence shall result in loss of seniority and employment. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of

absence and further, the Union may not unreasonably deny a requested leave of absence.

Proposal 27 CM (NA):

- Remove all references to “Utility” classification (no scale exists in the CBA)
 - Sections:
 - 6.3
 - 7.1.C
 - 19.2.A.1