

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.

## **SECTION 1: PROPOSALS COMMON TO ALL FIVE GROCERS**

### **Proposal 1**

- Contract is effective upon ratification.

### **Proposal 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**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.1: Wage Rates

**B.C. Past Experience:**

1. An employee shall receive full credit for past experience provided they return to work for the same company and into the same

~~classification. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.~~

2. When an employee returns to work for the same company, is hired from a different Employer, or is being promoted from part-time to full-time, the employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be credited for wage purposes.

#### **Proposal 4**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work
    - A. The Employer may be open Easter Sunday provided the store is staffed first entirely with volunteers; and then mandated in reverse seniority order.

#### **Proposal 5**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work
- E. Rates of pay shall be as follows:
  1. Straight time pay for:
    - a. All Senior Retail Specialists (including department heads) and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.
    - b. Universal employees, Regular Part-time, Utility and Prime-time.
  - ~~2) Straight time plus a \$ .50 per hour premium for:~~
    - ~~a. All Utility employees.~~

#### **Proposal 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 7**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.6 Work Schedules
    - D. Night work: Night work shall be defined as any shift with an ending time after 10:00 p.m. It is agreed that no full-time employee except for employees on the night crew shall be required to work more than three (3) nights per week.

## Proposal 8

- Article 3: Full-Time/Part-Time Ratios

~~Part-time employees who have been approved to work fewer than the minimum scheduled hours are also excluded from this ratio.~~ Waiver, Prime-time and Utility employees are excluded from this ratio. Regular Part-time employees on Full-time waivers will be counted as Part-time.

## Proposal 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.
- 2) Prior to the end of the ~~thirty (30) day 60 shift~~ probationary period, the Employer may request in writing an additional ~~thirty (30) day sixty (60) shift~~ probationary period in the case of an employee found questionable by management. If the Union approves, an additional ~~thirty (30) day sixty (60) shift~~ probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert back to their original date of employment.
- 3) An employee's seniority date may change due to a change of classification, but a new probationary period is not required nor will the date of hire be changed for purposes of benefits.
- 4) Employees promoted from courtesy clerk to prime time or regular part-time will have a ~~thirty (30) day sixty (60) shift~~ probation period to demonstrate the ability to perform basic job functions. Employees who fail to perform basic job functions will be returned to their previous position and previous rate of pay without loss of seniority.

## Proposal 10

- Article 4: Seniority
  - Section 4.2: Application of Seniority

### C. Layoff and Recall:

- 2) Part-Time: For the purposes of lay-off, Part-time employees shall have seniority within their store ~~and company wide seniority after five (5) years of employment as a part-time employee. In the event of layoff, a part-time employee with five (5) or more years of employment may bump the most~~

~~junior regular part-time employee with the Company~~. In the case of layoff, a Part-time employee has the right to bump Utility employees (and be paid the appropriate Utility rate) within the regular part-time employee's store, provided the Part-time employee has greater total Part-time and Utility seniority than the employee being bumped. The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.

3) Utility: For the purposes of lay-off and recall, Utility employees shall have seniority within their store. ~~After five (5) years of employment, the Utility employee's seniority date will be merged with the Part-time seniority on a company-wide basis and the employee will have the right to bump the most junior part-time or utility employee with the Company.~~

The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.

## Proposal 11

- Article 5: Holidays
  - Section 5.3: Holiday Work Week

B. If the holiday falls on any day except for Sunday the basic workweek for full-time employees shall be thirty-two (32) hours. When the holiday falls on Sunday, the preceding week shall be forty (40) hours and the following work week shall be thirty-two (32) hours. ~~When Christmas falls on Sunday, the following Monday will be scheduled and paid in the same manner as Sunday.~~

## Proposal 12

- Article 2: Wages, Hours and Working Conditions
  - Section 2.4: Overtime Pay
    - B. Holiday Work and Overtime: All Full-time employees will receive premium pay (time and one-half) for hours ~~worked after 6:00 p.m. on New Year's Eve, and hours~~ worked on New Year's Day and Thanksgiving Day. Hours worked on Easter, and Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.
- Article 5: Holidays Defined
  - Section 5.1: Holidays Defined
    - A. The following days shall be recognized as holidays: New Years' Day, ~~(beginning at 6 pm on New Years' Eve)~~ Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4 pm on Christmas Eve).

C. New Years Day, Memorial Day, Fourth of July, Labor Day, & Thanksgiving Day:

1) Full-time: Work on ~~New Year's Eve after 6:00 p.m.~~, New Year's Day, Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the "summer holidays" shall be voluntary for full-time employees with the exception of full-time Meat employees hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers.

Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked in excess of eight (8) on the "summer holidays" shall be compensated at time and one-half (1-1/2) the employee's straight-time rate. All full-time employees will receive premium pay (time and one-half) for hours ~~worked after 6:00 p.m. on New Year's Eve, and hours~~ worked on New Year's Day and Thanksgiving Day.

2) Part-time and Utility: Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers part-time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers.

Compensation for work on ~~New Year's Eve after 6:00 p.m.~~, New Year's Day, and the "summer holidays" shall be straight-time for all hours up to nine (9), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day be compensated at time and one-half (1-1/2) the employee's straight-time rate. Hours worked on all other holidays in excess of nine (9) shall be compensated at time and one-half (1-1/2) the employee's straight-time rate.

**Proposal 13**

- Article 8: Leave of Absence
  - Section 8.2: Accident, Injury, Pregnancy, or Sickness:

B. ~~Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of three (3) years.~~ The employee must be able to pass a physical examination upon return to work, if requested.

**Proposal 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 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 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 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 controversy, dispute or disagreement 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 of 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.~~

- o 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~~

- o 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 18**

- Article 22: 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 19**

- Article 24: 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.

## SECTION 1 CLEAN-UP

**Proposal 20:** Eliminate all vestigial dates throughout.

**Proposal 21:** Add Minnesota Rest and Meal Break MOU to the back of the CBA.

**Proposal 22:** Eliminate Appendix "B" regarding clerks designation.

- ~~A. Regular Part time employees who had 3120 hours or more on February 24, 1974 shall receive the following conditions:~~
- ~~1) A minimum schedule of twenty four (24) hours per week.~~
- ~~2) Six (6) hours of holiday pay.~~
- ~~3) Opportunity to declare a desire for twenty four (24) or more hours per week each six (6) months.~~
- ~~B. It is agreed that there will be a head produce clerk and either an assistant manager or head stock clerk in each store.~~
- ~~C. An employee assigned to be in charge of the dairy and frozen food department shall be designated as head dairy and frozen food clerk. Where an Employer has an employee in charge of the dairy case and another in charge of frozen food, one or the other must be designated as filling the head classification and paid the head rate of pay.~~
- ~~D. An Employee regularly assigned to record keeping and bookkeeping functions in addition to the normal duties of a cashier will be designated as the head cashier. There shall be no more than one (1) head cashier per store and only in instances where the described additional duties have been assigned to an employee.~~

**Proposal 23:** Strike Appendix "D": Letter of Understanding By and Between the Parties to this Agreement

~~During the negotiations for the 1992-95 Collective Bargaining Agreement, the parties eliminated any restrictions on the Employer scheduling meat department employees to work between the hours of 5:00 a.m. and 7:00 a.m. It was agreed, however, that it was the intent of the Employer to accommodate to the extent possible employees placed in a hardship position because of being unable to obtain child care between 5:00 a.m. and 7:00 a.m. by endeavoring not to schedule such an employee to work between these hours. Any employee scheduled between these hours who is placed in a hardship situation because of an inability to obtain suitable child care commitments shall substantiate that need for the Employer, and the Employer will endeavor to reschedule the employee such as by substituting another employee on the schedule for those particular hours. It is understood that the Employer retains the right to schedule employees to perform necessary work~~

## SECTION 2: PROPOSALS COMMON TO TWO OR MORE GROCERS

**Proposal 24**

- Article 1: Union Security
  - 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)~~ five (5) employees per store, including Store Managers, outside the bargaining unit who may perform all bargaining unit work, including the cutting of meat. ~~In stores with more than 100 permanent bargaining unit employees, the Employer may have up to three (3) such non-bargaining unit, supervisory employees~~

### **Proposal 25**

- Article 5: Holidays
  - Section 5.2: Computation of Holiday Pay
- C. Utility and Prime Time Part-time: ~~In the first year of employment, after ninety (90) days, Utility/baggers/clean team and Prime time employees will receive holiday pay when the employee works the holiday.~~ Utility and Prime-time employees who have completed one (1) year of continuous service with the Employer shall be entitled to four (4) hours pay at their regular rate of pay for the six (6) listed calendar holidays. This pay is due irrespective of scheduled work days.

### **Proposal 26**

- Article 5: Holidays
  - Section 5.1: Holidays Defined
    - 1) 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 five (5) nationally recognized holidays listed above.
    - 2) Part-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, 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 five (5) nationally recognized holidays listed above.
    - 3) Personal Holidays are scheduled by mutual agreement.
    - 4) Employees who work on any of the holidays and who are otherwise eligible for holiday pay under this section will have the option to exchange holiday pay for a floating holiday, to be utilized on the same basis as other floating holidays.

5) 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 27**

- Article 6: Definitions
  - Section 6.6: Prime-Time

A. A prime-time employee is an employee whose work is restricted to specific days and limited hours each week. A Prime time employee may work no more than twenty four (24) hours per week with a minimum or 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 fewer than twelve (12) hours by mutual agreement. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Prime-time employees are not eligible for health and welfare or retirement benefits except that they may make pre-tax contributions to the 401K plan (20.2.D).

**Proposal 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 29**

- LOA #5: 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 30**

### Article 3: Full-time/Part-time Ratios

Prime-time employees may not exceed a maximum of ~~thirty (30)~~ forty (40) percent of the Employer's combined Part-time, Utility and Prime-time work force, companywide.

## **SECTION 2: CLEAN-UP**

## **Proposal 31**

- Article 7: Vacations
  - Section 7.3: Termination of Employment:
    - A. Unless discharged for just cause, a full-time employee who is permanently terminated shall receive vacation pay ~~on a prorated basis as a~~

PTO balance payout as specified in 7.2.A, provided he/she has been employed for more than one (1) year of continuous employment.

B. Unless discharged for just cause, a full-time meat employee who has been employed six (6) months, but less than one (1) year and is permanently terminated shall receive vacation pay ~~on the same prorated basis as a PTO balance payout~~ as set forth in SECTION 7.2.A.

**Proposal 32** Change any references to “vacation” to “PTO.”

**Proposal 33**

- Article 13: Union – Employer Cooperation
  - Section 13.9: Bargaining Committee Members

All hours served ~~by~~ an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including: health insurance, pensions, and vacation benefit calculations. ~~It is agreed that the employer will pay the health insurance, pension/retirement, and PTO accruals and the Union will pay the wage and applicable taxes.~~

**Proposal 34** Replace Defined Contribution language in Article 20 with Roth Deferral LOA.

**Proposal 35** Strike Appendix G: Letter of Understanding: JATC MN State Meat Cutters Apprenticeship

~~During the negotiations for the 2022-2024 Collective Bargaining Agreement, the Employer agreed to seriously consider participation in a JATC Minnesota State Certified apprenticeship program with UFCW Local 1189 and will meet with Local 1189 to discuss being a charter participant in the program.~~

### **SECTION 3: PROPOSALS UNIQUE TO JERRY'S**

**Proposal 36**

- Article 1
  - Section 1.5 Meat Department
    - A.1.a. No Journeyman, unless by mutual agreement, will be scheduled past ~~4:00 p.m. 7:00 p.m.~~
    - A.2.a. 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 37**

- Article 3; Full-Time/Part-Time Ratios
  - ~~A monthly report of Prime time employees will be posted in all departments by the schedules.~~

**Proposal 38** Add an L.O.A. “Through attrition, when a full time or part time 1189 Bakery employee leaves the department, by choice or termination, the company reserves the option to transfer or hire Local 22 employee replacements.”

**Proposal 39:** Hold for further review of merging or freezing of 1189 County Market CBA.

### **SECTION 3: CLEAN-UP**

**Proposal 40:**

- Article 2.6
  - Section G: ~~Upon the completion of the Employer's scheduling solutions upgrade, t~~he 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 41:**

- Article 4: Seniority
  - Section 4.1.C
    - 3. Utility employees  
~~Employees formerly classified as bagger/carryout/part time maintenance.~~

**Proposal 42:**

Article 6.10: Department Head

The Employer shall have the option to designate a total of up to nine Department Head positions in each store, provided that the Employer must maintain and fill the basic six Department Head within the store before it may fill any of the optional three Department Head positions provided for herein. No Employer shall be obligated to create any additional Department Head positions, beyond the minimum Department Head positions, by reason of these provisions. The Employer may designate which positions or jobs it will recognize as one of the optional three Department Head positions, recognizing that the positions so designated may vary from store to store within an Employer's operations.

If the Employer chooses to designate an existing leadership position occupied by a bargaining unit employee as one of its optional Department Head positions, the incumbent employee will remain in that position and be promoted to Department Head status. The Employer shall provide the local Union with two weeks' advanced notice of its intention to designate a position as one of the optional Department Head Positions. Notice to members shall be by store posting. ~~In those cases in which the Employer designates one or more optional Department Head positions as provided herein, then the maximum number of management trainees as specified in shall be~~

~~reduced from five (5) by one position for each optional Department Head position designated by the Employer.~~

**Proposal 43:**

Section 7.2 PTO Accrual Schedule

- C. Change Part-Time AND Prime-Time Weekly rate for first year to 0.03333/hour worked for ESST compliance.
- D. ~~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 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 45:** Modify Article 16-Shelf Stocking to reference L.O.A #5, not #8.

**Proposal 46:**

Appendix "A"

~~The Employer agrees that promotion opportunities for regular full-time positions shall not hereafter be limited to vacancies in full-time maintenance jobs. Full-time maintenance positions shall count as regular full-time positions for purposes of ratio compliance.~~ (Not current practice)

~~Effective June 6, 2019, The Union agreed that the Employer could implement a \$3.00/hour premium for Department Manager Trainees, not to exceed the applicable department top scale rate (non-department head).~~ (Outdated, covered in L.O.A. #6)