

2026 Kowalski's Companies UFCW 1189 Proposal  
Presented Jan. 27, 2026

These proposals are offered by Kowalski's Companies, 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 Kowalski's is proposing to change; 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. Kowalski's reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

**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.

B. 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

BC. 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.

21) 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. Where a rate is established that is higher than the starting rate, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

32) A part-time employee who is promoted from a position where the part-time wage that is higher than the entry level wage rate for the new position or classification will be paid the nearest higher wage rate and will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

#### Proposal 4

- [Omitted from Kowalski's proposals]

#### Proposal 5

- See Proposal 37 below.

#### Proposal 6

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

~~If an employee in a "head position is gone for five days or more [forty (40) hour work week], the employee assigned the additional duties will be paid the department head rate of pay.~~

#### Proposal 7

- Article 2: Wages, Hours and Working Conditions
  - Section 2.6: Work Schedules

C. 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 stock crew shall be required to work more than three (3) nights per week.

#### Proposal 8

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

The Employer must maintain a minimum total bargaining unit workforce ratio of full-time to part-time, of 30%: 70%. Full-time waivers employees, if they are not current employees will not count in this ratio. Waiver, Utility, and Prime Time Part Time employees are excluded from this ratio. Part-time employees who have been approved to work fewer than the minimum scheduled hours are also excluded from this ratio. 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~~ sixty (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.

## Proposal 10

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

C. Layoff and Recall: Lay-off will be by reverse seniority in each classification. The last laid-off will be the first recalled.

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) provided the regular 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 within their store.~~ 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, and 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, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4 pm on Christmas Eve). Work performed on the holidays is outside the basic work week for all purposes including the "Minimum Scheduled Hours" and "Temporary Full-Time."

B. Christmas: There shall be no retail operation on Christmas Day or on Christmas Eve after 4:00 P.M. No Employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 PM Christmas Eve.

C. New Year's Day, Memorial Day, Independence Day, 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) pay for hours worked ~~after 6:00 p.m. on New Year's Eve, on~~ New Year's Day and Thanksgiving Day.

2. Part-time and Utility: Work on the summer holidays, Thanksgiving and New Year's shall be voluntary for all regular Part-time and Utility employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the "summer holidays," New Year's or Thanksgiving. 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 eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day in and in excess of eight (8) on all holidays shall be compensated at the employee's straight-time rate.

### Proposal 13

- Article 8: Leave of Absence
  - Section 8.2: Accident, Injury, Pregnancy, or Sickness:
    - A. In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year.
    - 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 30 day 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 Manager 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 provisions 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 to 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 within . 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 the Bureau of Mediation Services of Minnesota 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)~~ (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 25: Drug and Alcohol Testing

D. The Employer agrees to offer the employee who is 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. If the employee fails to complete the program, their employment may terminate with the Employer.



## 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 regarding clerks/head cashier designation.

- ~~Appendix "B": Addendum~~

~~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.~~

### **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.

#### **Proposal 25:**

- Article 1: Union Security
  - Section 1.5: Meat Department

A. All work performed in the meat department will be done by bargaining unit members of the meat department (Head meat cutter, Journeymen, Apprentices, Wrappers and other-than-Journeymen) except as provided in ARTICLE 1 SECTION 1A and below:

5) Meat employees: Head meat cutter, Journeymen, Wrappers and Other-than-journeymen hired prior to the ratification of the 2026 contract will not lose hours or be removed from their historical schedule of hours, including Sunday hours, because of the utilization of other employees in the meat department, nor will they be displaced from their work in the meat department by any other store employee unless such change is by mutual agreement.

#### **Proposal 26:**

- Article 2: Wages, Hours and Working Conditions

- Section 2.11: Other Working Conditions

B. Meetings: When an employee is required to attend a meeting by the Employer, this time shall be considered as time worked. Required meetings are not subject to scheduling rules set forth in this Agreement.

#### Proposal 27:

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work

B. Work on Sundays may be required for all employees when Sunday is a part of their work week. ~~with the exception of employees hired on or before March 15, 1971. No employee may be required to work more than forty-six (46) Sundays in a calendar year.~~

#### Proposal 28:

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

##### E. Job Posting

1) The Employer will post all open full-time bargaining unit positions in all of their stores represented by UFCW Local 1189 ~~and will promote from within the bargaining unit employees who have worked for the Employer for six (6) months or more, unless none of the applicants has the ability or availability to perform the duties required.~~ Employees will be allowed to apply and will be considered for all openings if they have the ability and availability to perform the duties required by the position for which they are applying. When two (2) or more employees are qualified for a position, seniority will be the deciding factor in determining which one is promoted. ~~If no employee within the bargaining unit responds to the posting within the seven (7) days that it is posted, then the Employer may fill the opening from outside the bargaining unit, or, at the Employer's option, from within the bargaining unit without regard to seniority. Employees who are absent during this posting period may be given up to five (5) calendar days within which to respond to any posting.~~

#### Proposal 29:

- Article 5: Holidays
  - Section 5.2: Computation of Holiday Pay If we remove the Tuesday restriction from Article 6 Section 6

C. Utility and Prime-Time: ~~After ninety (90) days, Utility and Prime-time employees will receive holiday pay when the employee works the holiday. A Prime-time and/or utility~~ employee who has 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 30: Strike:**

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

A prime time part-time employee shall be an employee who may work no more than thirty (30) hours per week ~~and are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.~~ These hours shall be subject to Section 4.2D (Application of Seniority). Prime time part-time employees may be scheduled and assigned on an interchangeable basis between grocery and delicatessen operations. For purposes of assessing the Employers compliance with ARTICLE 3 (ratio), prime time part-time employees do not count as part of the Employer's bargaining unit work force. However, prime time part-time employees may not exceed a maximum of ~~thirty-five (35)~~ forty (40) percent of the Employer's combined part-time, utility, and prime time work force company-wide. In the event of any ambiguities or conflicts between the terms of this section and any other provisions of this Agreement, the terms of this section shall control any questions concerning the terms and conditions of employment in the prime time part-time position. The employer will give consideration to prime time employees for the next available regular part time position.

**Proposal 31:**

- Section 8.9: 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.

### Clean-Up

#### **Proposal 32:**

- Article 8: Leave Of Absence
  - Section 8.6: Family And Medical Leave Act

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

#### **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 and welfare insurance, pension/retirement, and PTO accruals and the Union will pay the wage and applicable taxes.

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

#### **Proposal 35:**

- Appendix ‘F’

~~During the negotiations of 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.~~

## Proposals for Kowalski's Companies

### Proposal 36:

- Article 1
  - Section 1.5 Meat Department

6) No Meat Department employee may be laid off or reduced in hours ~~while due to~~ the Employer ~~is~~ utilizing any form of pre-processed or case ready meats, including but not limited to, lamb, veal, pork, chicken, beef, ground beef or sausage. This shall not include items that are already in place and have been in place prior to ratification.

### Proposal 37:

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work

~~C. No Senior Full-time employee hired prior to March 1, 1998 or Meat employee hired prior to March 9, 2008 who has regularly worked on Sundays and who requests to continue to work Sundays on a regular basis shall be displaced from working their historical Sunday schedule. To retain this guarantee, the employee must continue to be available for their historical Sunday schedule.~~

~~D. C.~~ After scheduling the guaranteed Sunday hours, all remaining Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally between volunteers. In the event there are not enough volunteers for Sunday work, the employer has the right to schedule Sunday work to meet business needs subject to any other provisions in this agreement.

~~D.E.~~ Rates of pay shall be as follows:

1. Straight time pay for:
  - a. All Senior Full-time Grocery employees (including department heads) and full-time maintenance employees hired or promoted from part-time after March 8, 2008.
  - b. All other full-time (non-meat) employees including all Full-time meat employees hired on or after April 5, 2026.
  - c. All Part-time (non-meat) employees including all Part-time meat employees hired on or after April 5, 2026.
  - ~~b.d.~~ Utility employees hired on or after May 5, 2013.
- ~~2. Straight time plus a \$.50 per hour premium for:~~
  - ~~a. Utility employees hired prior to May 5, 2013.~~
- ~~3.2.~~ Time and one-half (1-1/2) the straight time rate of pay for:
  - a. All Senior Full-time employees (including department heads) and full-time maintenance employees hired or promoted from part-time before March 9, 2008.

b. All Meat employees, full and part time hired before April 5, 2026.

**Proposal 38:**

- Section 2.3: Work Week/Workday
- A. The basic workweek shall be forty (40) hours to be worked in any five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive, subject to other provisions in the agreement.
  - 1) The basic work week will be Monday through Saturday and time worked on Sunday and holidays shall be outside of the basic work week for:
    - A. All Senior Full-time employees, including Department Heads, hired or promoted from part-time before March 9, 2008.
    - B. All Part-time and Utility employees. Hired or promoted before April 5, 2026
    - C. All Meat department employees (full and part-time). Hired or promoted before April 5, 2026

**Proposal 39:**

- Article 2
  - Section 2.7 Minimum Scheduled Hours
    - B. No employee shall be scheduled for less than twenty (20)-fifteen (15) hours per work week, except those scheduled for the last working day of the week (Saturday), who shall be scheduled for not less than six (6) hours. Employees may be scheduled less than twenty (20)-fifteen (15) hours by mutual agreement. All Part-time and Prime Time Part-time employees must maintain at least a twenty (20)-hour availability each week to maintain employment.
    - C. 1) At least twenty-four percent (24%) of the regular part-time employees in each store (excluding utility employees), in order of part-time seniority, will be offered the opportunity to work schedules of at least thirty (30)-twenty-six (26) hours or more per week. This percentage will be achieved within each store through attrition as hours become available.

**Proposal 40:**

- Article 4: Seniority
  - Section 4.2: Application of Seniority A. Probationary Period
    - 3) An employee's seniority date may change due to a change of classification, but a new probationary period of sixty (60) shifts is not required 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. The employees ~~not will the~~ date of hire will not be changed for purposes of benefits.