

# Festival/Knowlan's Meat Tentative Agreement 7/21/2022

## Full Committee Recommendation

### Article 1 – Union Security

#### **New Language**

#### **1.X: Gender Neutral Language**

It is the intent of the parties to use gender neutral language throughout the document.

#### **Name Tags**

The Employer will provide an option for employees to identify their preferred pronoun on their uniform.

### Article 2 – Wages, Hours and Working Conditions

#### **New Language**

#### **2.8.A.: Schedules posted by seniority**

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

#### **2.8.A.2. Electronic Scheduling**

The Employer will email copies of work schedules to the Union upon request. When the Employer upgrades their scheduling software, they will regularly and routinely email electronic copies of all schedules, or schedule data to the Union, in a data format within the company's capabilities and preferred by the Union, on the day in which the schedules are due to be posted in stores.

#### **2.8.B.1. Consistent Days Off**

Part-time employees outside of the top twenty-four percent (24%) may request a consistent day off, Monday through Thursday, chosen by seniority. For part-time employees outside of the top twenty-four percent (24%) no request for a consistent day off will be unreasonably denied.

### Article 7 – Vacations

#### **Change language to read:**

Section 7.2.C: Upon request, the Employer will pay vacation in advance of a full week scheduled vacation at the employee's current rate of pay.

### Article 8 – Leaves of Absence

#### **Change language to read:**

#### **SECTION 8.3: FUNERAL BEREAVEMENT LEAVE:**

A. After completing the probationary period all employees, except prime time part-time 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, mother-in-law, or 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 ~~funeral~~ **bereavement** leave.

B. Employees are responsible for limiting their time away from work to those days that are reasonably required for the particular circumstance. ~~Funeral leave may be taken from the day of death through the day after the funeral. The employee must attend the funeral to be eligible for the leave.~~

C. One (1) day leave of absence with pay in the event of death of brother-in-law, sister-in-law, or any other relative living in employee's home at time of death.

D. Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section.

## **Article 9 – Health and Safety**

### **Section 9.1: (Replaces current 9.1)**

#### **A. Commitment to Safety**

1. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard.
2. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.
3. The Employer will establish a written policy setting out its guidelines for employee safety and store security. These guidelines shall make clear that no employee is required to take any action in response to theft or security incidents which may endanger the safety of the employee.

#### **B. Safety Training**

1. The Employer will provide employees with orientation and training including any relevant training for equipment, products, or chemicals necessary to perform their jobs safely.
2. The Employer agrees to pay employees for attending such orientations and training.

### **C. Protective Equipment**

1. The Employer will furnish, at its expense, all safety and protective equipment required for the protection of employees.
2. The Employer will provide cashiers with an ergonomic chair or stool for a bona fide ADA accommodation. Where employees stand regularly, the Employer will provide and maintain anti-fatigue mats.

### **D. Safety Meetings**

1. Safety committee meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and outcomes will be posted in-store for all store employees to review and provide feedback.
2. If a store has a Union steward available, the Employer will have them participate in regular safety meetings, if there is no steward available, at least one Union member will participate. Employees shall be paid for any time spent in safety meetings.

### **New Language**

#### **9.5 Pandemic Language**

When a pandemic has been declared and an employee is required to quarantine, should some or all of the time be unpaid, the Employer agrees to make Employer health care contributions to cover said quarantine and the Employer's responsibility with respect to these payments shall not exceed a total of two (2) weeks per calendar year. It is understood that an employee must use their accrued PTO, if available, to reach the minimum threshold of hours, or get as close as possible to the minimum threshold if PTO is insufficient to reaching the threshold, in order for the Employer to make an Employer health care contribution. The minimum threshold shall be defined as thirty-two (32) hours for full-time employees and thirty (30) hours for part-time employees. The Employee will be responsible for paying their employee health care contribution to cover their quarantine from future earnings after they have returned to work.

### **New Letter of Understanding**

The Employer agrees to seriously consider participation in a JATC Minnesota State certified apprenticeship program with UFCW Local 1189 and will meet with the local to discuss being a charter participant in the program.

**Economics**

**Length of contract:** 2 years

**Wages:** See wage scales

**Health and Welfare:** Employer will increase the current contribution by 10% in both years.

<b>Weekly Contribution</b>	<b>Employer</b>	<b>Employee</b>
Current FT	187.63	20
2022 FT	206.39	20
2023 FT	227.03	20
Current PT	70.23	8
2022 PT	77.25	8
2023 PT	84.98	8

The parties agree that if there are any mistakes, errors, or missing items, both parties will meet to resolve any issues.

tad/opeiu #12