

Jerry's and County Market Tentative Agreement Voting Document 6/22/22

Comes with Full Committee Recommendation to Vote Yes

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.

Article 2 – Wages, Hours and Working Conditions

Section 2.2 B Change to read: Work on Sundays may be required for all employees. ~~with the exception of employees previously covered under the Industry Meat Agreement and hired on or before May 1, 1983.~~ No Employee may be required to work more than 46 Sundays.

Section 2.6.B. New Language Consistent and consecutive days off (Jerry's only)

Employees may request and be granted their days off consecutively, Monday through Thursday or by mutual agreement with their Employer.

Section 2.6.D. Night Work. Eliminate Language

It is agreed that no employee except for employees on the night crew shall be required to work more than three (3) nights per week. ~~A full-time employee hired prior to May 31, 1962, need not accept a schedule which calls for straight time work before the hours of 7:00 AM, or after 6:00 PM. Journeyman and wrappers who were on the seniority list prior to May 12, 1974 shall not be required to work anymore than two nights per week.~~

2.6: New Language Electronic Schedules

Upon the completion of the Employer's scheduling solutions upgrade, 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. If it is determined that additional software or programming is needed for the Union to view or process the scheduling data or information, it will be at the Union's expense.

Article 6 - Definitions

Section 6.8: Night Stocking Crew (Jerry's only); change to read

Employees may be assigned to a night stocking crew. ~~No full-time employee hired prior to February 23, 1965, may be required to accept such assignment.~~ No meat employee may be assigned to the night stocking crew except by mutual agreement, in the case of such agreement, the overnight premium (2.4C) for meat employees will no longer apply.

Section 6.12 Pharmacy Technician (Jerry's only)

Increase certification premium from \$.75/hour to \$1/hour. (NOTE: This increase is also reflected in the County Market Appendix A Wages)

New Language

County Market Article 6.6.(add after existing language); Jerry's Article 6.10.A. (move existing language to Paragraph B) Apprenticeship and Meat Training

Once applied and approved, an employee will be moved to a Meat Cutter Apprentice classification. After successful completion of the Meat Cutter Apprenticeship, the employee will be moved to a Journeyman classification. At any point during the Meat Cutter Apprenticeship, due to attendance, performance, or by mutual agreement, the employee may return to their former position, classification, and rate of pay.

Employees that choose to move into the apprenticeship program will be placed on the apprenticeship scale at the next highest wage rate which gives them a minimum increase of what they would have received in their previous

classification upon ratification and progress from there. No employee will experience a pay reduction because of their decision to become an apprentice.

Meat cutter apprentice job duties shall include all work in the meat department, including, but not limited to, all production work commencing with the initial reduction of primal, sub-primal and/or supplemental cuts of all fresh or frozen meat department products including fish (whether by use of saw, grinder, cuber, tenderizer, slicer, knife or other tools of the trade), through and including the boning and leaning out of these products to reduce to retail cuts.

No apprentice will displace a full-time meat employee's schedule or work. If a Meat Cutter Apprentice does not finish the training program, they will be returned to the classification and wage rate they held immediately before entering the Meat Cutter Apprentice program.

Article 7 - Vacations

1. Vacation Conversion to PTO

- a. Employer will calculate and grant partial year accruals for all employees at conversion
- b. Conversion date is within two months of ratification to allow for transition efforts

| Jerry's Proposal | | | |
|---|---|-------------------------------|-------------------------|
| PAID TIME OFF (PTO) | | | |
| Full-Time & Part-Time | Years of Service | Annual Grant | Weekly Rate |
| | Between 0-1st anniversary | 1 weeks (capped at 48 hours) | 0.02308 per hour worked |
| | Between 1st - 7th anniversary | 2 weeks (capped at 80 hours) | 0.03846 per hour worked |
| | Between 7th anniversary-15th anniversary | 3 weeks (capped at 120 hours) | 0.05769 per hour worked |
| | Between 15th anniversary-19th anniversary | 4 weeks (capped at 160 hours) | 0.07692 per hour worked |
| | Beginning 19th anniversary and beyond | 5 weeks (capped at 200 hours) | 0.09615 per hour worked |
| Prime Time & Utility Part | Years of Service | Annual Grant | Weekly Grant |
| | Between 0-1st anniversary | 1 weeks (capped at 48 hours) | 0.02308 per hour worked |
| | Between 1st - 7th anniversary | 2 weeks (capped at 80 hours) | 0.03846 per hour worked |
| | Beyond 7th anniversary | 3 weeks (capped at 120 hours) | 0.05769 per hour worked |
| <i>**Refer to the PTO Accrual Schedule for an illustration of how the weekly grants and annual grant caps are applied</i> | | | |
| NOTES: | | | |
| Employees will accrue PTO on a weekly basis as they work. It will be granted on a bi-weekly basis with the completion of each payroll. PTO shall be paid at the employee's straight time rate at the time PTO is used. | | | |
| Employer will agree to allow 1189 members to use earned PTO for planned, approved time off or purposes defined in the St Paul ESST ordinance without disciplinary action. | | | |
| New employees will not have any PTO available for use until after completing 90 days of service. Employees who end employment with less than one year of service will not have any unused PTO time paid out. | | | |
| PTO benefits cannot be used that have not been granted (i.e. your PTO account cannot have a negative balance). PTO requests must be electronically submitted in the employer's human capital management system by the employee and approved by the employee's manager each time PTO hours are used. | | | |
| PTO OVERTIME: After each anniversary year, average weekly hours over forty (40) will be computed at one and one-half (1.5) times the employee's current regular straight time rate. | | | |

New Section: 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.

Section 7.4. New Language

Employees should work with their Store Director to take formerly carried over vacation time off. Any carried over vacation pay due to an employee termination will be paid at the wage rate effective for that person as of April 10, 2022 or at the rate of the year in which it was earned thereafter. Active employees' vacation will be paid on a first earned basis.

Article 9 – Health and Safety

Section 9.1: Safety Language (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 or advisable for the protection of employees.
2. Where employees stand regularly, the employer will provide and maintain anti-fatigue mats.

D. Union Participation

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 walks; If there is no steward available, at least one union member will participate. Employees shall be paid for any time spent in safety meetings.

Article 24 – Delicatessen Employees (Jerry's only)

Will be moved to a new appendix in the back of the contract for historical purposes.

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.

New Meat Cutter Apprenticeship Letter of Understanding

Upon ratification the Employer will offer up to three existing universal/wrapper/other-than-journeyman currently scheduled in the meat department the opportunity to participate in Jerry's Meat Apprenticeship program. In the event that more than three (current as of ratification) employees enter the apprenticeship program, three of these employees will be entered into the program within 12 months of ratification with three more added each year until all of these employees who wish to enter the training have been offered an apprenticeship. Preference for applicants will be given by hire date seniority, exclusive of applicants who have applied prior to ratification. Existing applicants, scheduled in the meat department, will be given overall preference.

The list of current employees that this LOU applies to is: Shawn Willy, Corinne Blommer, John Arend, Anne Jensen, Erwin Anderson, James Barklind, Juliann Resendez, Anita Klein, Geno Pavani, Kevin Mey and Jassy Valenzuela.

Economics

Health & Welfare: Employer will increase the current employer contribution by 10% in year 1 and 10% in year 2. If any participating employer negotiates a lower than 10% increase for year 1 and/or 10% increase for year 2, Jerry’s rate moves to 9% year 1 and/or 9% year 2.

| Weekly Contribution | Employer | Employee |
|---------------------|----------|----------|
| 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 |

Length of contract: 2 years

Wages: See wage scales

Defined Contribution: Employer will increase 401a contributions

Year 1: FT = \$.07/hour; PT = \$.03/hour

Year 2: FT = \$.01/hour; PT = \$.01/hour

The Employer will make the following contributions into the Local 1189 Defined Contribution Fund during the term of this agreement for all bargaining unit employees (except Utility, Prime-Time employees and except as noted above). For contribution rates set forth on an hourly basis below, the contribution will be made for all hours worked; together set forth on an hourly basis below, together with hours of holiday and vacation pay, up to forty (40) per week.

| | | Effective 4-10-2022 | Effective 4-9-2023 |
|--|--|---------------------|--------------------|
| Full-Time Employees (other than defined below) | | \$1.92/hour | \$1.93/hour |
| Part-time Employees (Other than Utility) | | \$1.38/hour | \$1.39/hour |
| | 4-10-2022 to 6-25-2022 | Effective 6-26-2022 | Effective 4-9-2023 |
| Full-Time Head Meat Cutter, Journeymen, Other than Journeymen, Apprentices and Wrappers | \$37.19/month (Excess Contribution) plus \$.45 | \$2.09/hour | \$2.10/hour |

Eligible employees in the National Pension Fund who have not fully vested at the time of the Employer's withdrawal will each have a single lump sum contribution made into the Defined Contribution Fund by the Employer based on pension service years. The Employer will make these contributions to the Defined Contribution Fund no later than thirty-one (31) calendar days after the date on which the plan administrator for the National Pension Fund, provides the Employer with the list of National Pension Fund eligible employees who meet the criteria to receive this lump sum contribution.

| Former National Pension Fund Participants | Less than 1 year of service | 1 but less than 2 YOS | 2 but less than 3 YOS | 3 but less than 4 YOS | 4 but less than 5 YOS |
|---|-----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Part-Time | \$600 | \$1,200 | \$2,400 | \$3,600 | \$4,800 |
| Full-Time | \$1,200 | \$2,400 | \$4,800 | \$7,200 | \$8,600 |