

LFHI Fully Recommended Tentative Agreement 8/5/2022

Housekeeping Language Clean-Up

- Change all references from “store” manager to “general” manager throughout the agreement.
- Eliminate any and all references to legal entities other than Lund Food Holdings, Inc. All other legal entities no longer exist and/or no longer employ any member of UFCW 1189.
- Eliminate any and all language relevant to pharmacy positions and pharmacy business operations as LFHI no longer operates any pharmacy.

Article 1 – Union Security

New Language

Section 1.6: 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 2.6.A. Posting Schedules

Add language

Schedules for all employees will be posted in each store, **in a common area such as the breakroom as well as each home department**, by Friday at 12:00 p.m. for the following two (2) work weeks. Sunday schedules for all employees shall be posted two (2) weeks in advance.

New Language

2.6: Schedules posted by seniority

All names on schedules will be in order of seniority by department when posted.

New Language: Electronic Scheduling

The Employer will provide the Union an electronic copy of the posted work schedules for all relevant departments. The schedules will be emailed as attachments to the Union in an editable digital format or whatever format the Union prefers if available and will be provided no later than a week before the respective scheduled week starts.

Section 2.7.: Minimum Scheduled Hours

Change language to read:

C. Effective after the **2022** ratification, at least twenty-four percent (24%) of Part-Time employees in each store, in order of Part-Time seniority, will be provided an opportunity to work schedules of at least **thirty-five (35) hours or more per week**. A senior Part-Time employee may choose to be scheduled for less than thirty-five (35) hours by written request to the General Manager.

Section 2.11: Other Working Conditions

Section A. Time Clocks

Change language to read:

Where time clocks are installed, employees shall, as a condition of employment, be required to **record** their individual **worked time using such device**. Failure to properly **record worked** time shall be cause for discharge.

Section 2.11.E. Payroll Records

Add language

The Employer will maintain these records in accordance with local, state and federal law.

Article 4 – Seniority

Section 4.2.E. Job Posting

Add Language:

The Employer will send to the Union, a listing on a monthly basis, of all UFCW 1189 full-time postings that were filled, the name of the person awarded the position, and whether the job recipient was an internal or external candidate.

Article 6 – Definitions

Section 6.4: Utility

Add Language:

Utility employees shall not work more than twenty-eight (28) hours per week.

Section 6.6: Prime-Time

Paragraph D.

Change thirty (30) percent to thirty-five (35) percent.

Article 7 - Vacations

Replace existing Section 7.1, Vacation to PTO Conversion (effective January 2023)

Full-Time & Regular Part-Time	Years of Service	Annual Grant	Weekly Rate
	Between 0-7 th anniversary	2 weeks (capped at 80 hours)	0.03846/hour worked
	Between 7 th -15 th anniversary	3 weeks (capped at 120 hours)	0.05769/hour worked
	Between 15 th -19 th anniversary	4 weeks (capped at 160 hours)	0.07692/hour worked
	Beginning 19 th anniversary and beyond	5 weeks (capped at 200 hours)	0.09615/hour worked
Prime Time Part-Time	Years of Service	Annual Grant	Weekly Rate
	Between 0-3 rd anniversary	2 weeks (capped at 80 hours)	0.03846/hour worked
	Beginning 3 rd anniversary and beyond	3 weeks (capped at 120 hours)	0.05769/hour worked
Utility	Years of Service	Annual Grant	Weekly Grant
	Between 0-1 st anniversary	1 week (capped at 40 hours)	0.01923/hour worked
	Between 1 st -3 rd anniversary	2 weeks (capped at 80 hours)	0.03846/hour worked
	Beginning 3 rd anniversary and beyond	3 weeks (capped at 120 hours)	0.05769/hour worked

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.

New Language Earned Sick and Safe Time (ESST) for All Stores

Employer will agree to allow all 1189 members to use earned PTO for purposes that fall under ESST. This amount of PTO that an employee can use per year shall be capped in accordance with the St. Paul ESST ordinance. Also, in accordance with ESST, employees with less than one (1) year of service will begin accruing PTO immediately but will not have any PTO granted for use until after completing ninety (90) days of service AND employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.

Article 8 – Leave of Absence

Section 8.3: Bereavement Leave

Change language to read/replace existing language:

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.

Section 8.4: Jury Duty

Add/change language

An employee shall immediately notify the Employer upon receiving a call for jury duty. When a Full-Time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and that employee's earnings for a forty (40) hour week at that employee's straight-time rate of pay. When a "top 24%" part-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between **jury duty earnings and the greater of the two following options: (1) employee's scheduled hours for that time period if available or (2) the employee's average weekly earnings exclusive of Sundays**. Such an employee must report for work whenever that employee's presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

Section 8.7: SPUR (Special Project Union Representative)

Change to read

The Employer agrees that it will provide a leave of absence 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. The Union will provide a thirty (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~~ **Retirement** 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.

Article 9 – Health and Safety

Section 9.1: (Replaces current 9.1)

A. Commitment to Safety

1. The Employer agrees to 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 and publish 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

The Employer will provide training to its employees as to how they should perform their jobs safely and employees shall be paid for said training. The Employer will not allow any employee to operate any equipment until the employee has received all relevant training.

C. Personal Protective Equipment (PPE)

The Employer shall continue to provide necessary PPE at its own cost. If the Employee wants alternative PPE to what the Employer provides, the Employee will pay for it on their own. The Employer shall continue to maintain anti-fatigue mats where appropriate in the store.

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 meeting outcomes will be posted in-store for all store employees to review and provide feedback.
2. If a store has an active Union steward, they shall be a part of the safety team and regularly participate in safety meetings; however, the Employer shall not be obligated to reschedule safety meetings on account of the Union steward's inability to make a meeting. Should a Union steward be unable to make a committee meeting, then another Union member that does not hold the role of Department Manager (referred to as non-management) will participate. If no steward is assigned to the store, then another non-management Union member will participate.
3. Employees shall be paid for any time spent in safety meetings.

E. Work Accommodations

The Employer shall seriously consider any request(s) for accommodation by an employee that would support them in fulfilling the essential duties of their position. All requests for accommodation must have supporting medical documentation from a certified medical provider before such a request is considered. Only after all the necessary information has been submitted will the Employer assess if reasonable accommodations exist that can be made. The Employer's assessment will include the potential for full or partially-seated work if applicable. The Employer will provide a written response to all accommodation requests in a timely manner not to exceed two (2) weeks, that outline whether a reasonable accommodation can be made, and if so, the nature of the accommodation and the time period the accommodation shall be in effect.

Article 13 – Union/Employer Cooperation

Section 13.8: Store Security

Strike entire section. Exact same language exists in Article 9.1.

Article 21 – Vacation Relief and Summer Waiver Period, Emergency Waiver

Delete entire Paragraph C. Utility to Part-Time Waivers

New Letter of Agreement – Utility Classification

Letter of agreement will sunset at expiration of contract.

In addition to the duties allowed under Article 6, Section 6.4, Utility employees may also face non-perishable items but may not stock the shelves. To face or facing products consists of pulling products forward, stacking or leveling products and turning products so that the labels are uniform. Utility employees may not be scheduled to face and may only do so during down times during the regularly scheduled shift performing the duties outline in Article 6, Section 6.4. Regular Part-Time and Prime Time Part-Time employees will be offered maximum hours before Utility employees are allowed to face. No Part-Time or Prime Time Part-Time employee will see a reduction in hours as a result of this letter of agreement. The Employer is committed to managing Utility facing as described above. Any reported concerns with this being used in excess will be jointly investigated and reviewed by the Employer and Union.

Economics

Length of contract: 2 years

Wages: See wage scales

Part-Time Supervisor Premium: \$1.50/hour shift differential for part-time supervisors in the Front End/Online departments when scheduled to perform this specific work. Shift differential is only paid on hours worked, excluding hours paid such as PTO, Holidays, etc.

Progression Administration: Progressions will occur at the same time per year for all employees, regardless of anniversary date. Progressions will occur at the frequency as defined in the wage scale and take effect as follows:

Full-time: One (1) year interval, effective second Monday in April

Part-Time: Six (6) month interval, effective second Monday of April and October; Top of Scale effective second Monday in April, one time per year.

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

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

Defined Contribution: Employer will increase 401a contributions \$.04 in April 2022 and \$.04 in April 2023 for eligible Full-Time and Regular Part-Time participants.

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