

NON-ECONOMIC PROPOSALS

ADD language to Article 22: Safety and Store Security

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 employees. The Employer will post this policy in its breakroom and provide a copy to the Union.

Add: A safety committee composed of four (4) employees, approved by the Union, from different areas/shifts/stores, at least one (1) management representative, and a Union representative will meet bi-monthly, unless mutually agreed otherwise, to address safety and security conditions in the store. All hours served by an employee as a member of the committee will be considered as hours worked. The Employer will ensure security measures are implemented to keep employees safe. Notes of the safety committee meetings will be kept, and a copy provided to the Union.

EDIT/ADD language in Article 17: Seniority

Edit: Group 3 - Part-Time Employees: Any Employer who elects to establish Group 3 part-time positions in any of its stores may employ up to ~~thirty (30)~~ **fifteen (15)** Group 3 part-time on a store by store basis.

Edit: Ratios - the Employer shall reach at least

- 35% FT ratio by the end of this CBA and
- 35% PT Modified ratio by the end of this CBA.

Add: All department heads shall be classified as "traditional" full time for all intents and purposes of the contract. Any department head who is demoted or chooses to step down will maintain "traditional" full time status.

NEW language: Successor

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees and may request, in addition thereto, another thirty (30) days in respect to any individual employee whom the Employer has reason to doubt their performance.

NEW language: 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.

NEW language: Electronic Schedule Request

When requested, the Employer shall supply to the Union an electronic copy of work schedules. Union representatives will submit requests via email to the Employer representatives, at store level, requesting copies of weekly schedules. Requests shall be by individual store and specify the dates being requested.

The Employer will have a maximum of three (3) days from the posting of the requested schedules to provide the Union representative entire weekly schedules for all associates and departments. Information will be provided in Excel spreadsheet and emailed as attachments to the Union representatives' business email address.

NEW language: Technological Changes and Automation

The Employer shall not add self checkout machines, implement customer self scan (scan-bag-go) technology, or operate cashless stores.

Before implementing any technological changes or automation, the Employer will bargain with the Union.

NEW language: E-commerce and Personal Shopping

Any personal shopping, in-store logistics, or other in-store work generated through e-commerce shall be performed by bargaining unit members. These e-commerce employees shall be compensated per this Agreement's wage appendices. The Employer shall cross-train e-commerce employees so that they are cross-functional.

Customer orders shall be delivered by bargaining unit members. The Employer shall provide all equipment necessary to make deliveries. Loading and unloading of customer orders is considered bargaining unit work.

E-commerce shall not lead to any reductions of positions or hours.

The Employer shall share e-commerce data that impacts bargaining unit members and to form a joint committee with the Union to discuss e-commerce when necessary.

NEW language: Response to Government Declared Peacetime Emergency ("Emergency Provision")

A. Declaration of a peacetime emergency

If the Governor of Minnesota declares a peacetime emergency according to section 12.31 of Minnesota Statute for an emergency related to a major pandemic or public health emergency and institutes measures that may impact the operations, creating significant impacts to customers, workers, the workplace, or the safety and health of employees and their families, this peacetime emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as "declared peacetime emergencies." All other sections of this Agreement not in conflict with this declared peacetime emergency provision will remain in effect.

B. Meet and Confer with the Union

The Employer will agree to:

UFCW Local 663 NON-ECONOMIC Proposals to the Employer
Kowalski's - Jan 11, 2021 @ 9am

1. Employees who test positive for pandemic-specific illness or who are caring for immediate household family members who test positive for pandemic-specific illness have the right to use any available paid or unpaid leave (including all leaves in this Agreement or leave that any policy or law provides), which includes vacation and any accrued paid time off that they choose.
2. Employees who test positive for pandemic-specific illness or who are caring for immediate household family members who test positive for pandemic-specific illness will have all absences excused for the duration of the illness.
3. Returning to previous position: Employees who take any leave under this declared peacetime emergency provision may be returned to their previous position, hours and pay, subject to leaves outlined in the contract or other federally mandated leave.
4. Compliance with government directives: The Employer will comply with government directives.
5. Hazard pay: The Employer shall provide \$2.00 per hour differential pay during the period in which the peacetime emergency is declared. Details for this hazard pay will be outlined in a Memorandum of Understanding with the Union.
6. For the duration of the declared peacetime emergency, the safety committee (*proposed addition to Article 22*) shall meet with management regarding peacetime emergency concerns and before changes in policy, procedure, or working conditions are implemented. If there is a time sensitive situation that needs to be addressed immediately, changes can be implemented, and this committee will be asked for input afterwards. This group will meet at least every other week, unless otherwise mutually agreed to.

C. Continuation in Working Conditions and Benefits

Employee status: All employees who during the declared peacetime emergency take any leave or whose hours the Employer reduces will maintain their status as employees of the Employer as is provided for in the provisions of this agreement, including leave allotments, recall rights from layoff, continuation of seniority, maintenance of wage rate and restoration of leave upon recall from layoff.

D. Pandemic Specific Agreements

If the peacetime emergency is a pandemic, the Employer agrees to:

1. Human Resources will maintain a confidential log of employees who are ill, have been tested if applicable, are quarantined, are on leave, or are eligible for government provisions during the peacetime emergency.
2. Regular communication with employees regarding decisions that affect the workplace, provisions to address the declared peacetime emergency, local and state-wide guidelines that are related to the declared peacetime emergency, and other necessary information.
3. The Employer will alert employees who shared workspace with an employee who tests positive as long as doing so does not violate the privacy rights of the employee who tested positive. The Employer will notify the Union when the Employer becomes aware that an employee has tested positive and the area in which they work if doing so does not compromise the employee's legal right for confidentiality.

4. Inform employees of eligibility for available leaves under government provisions and/or the contract. Employees must inform the employer of their need for leave.

Subsection E. Personal Protective Equipment

If the Employer and Union jointly assess that PPE will reduce the safety and health risks related to the declared peacetime emergency, this subsection will apply.

1. The Employer will provide all PPE at its own cost.
2. If PPE is unavailable in the market, or has been prioritized to other critical first responders, the Union will assist the employer in locating alternative PPE.
3. PPE may include, but not be limited to facemasks, gloves, eye protection, hand sanitizer, plexiglass barriers and other workspace improvements.
4. The Employer will train employees during paid work time how to properly put on, remove and dispose of PPE.
5. The Employer will provide employees adequate paid work time to put on, take off and dispose of PPE.
6. The employer will provide workstation enhancements that protect the safety of employees.