

This package offer is an alternative to the package offer presented on March 26, 2025, which remains on the table (i.e., the Union may still accept the package offer presented on March 26).

These proposals and responses are offered by Jerry's Enterprises in a good faith effort to reach a negotiated successor contract to our respective collective bargaining agreement with UFCW Local 663 that expired on March 1, 2025. 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. Jerry's reserves the right to add, modify, subtract, or delete any of its proposals and responses at any time during these negotiations.

MINNEAPOLIS GROCERY RETAILERS & UFCW UNION DISTRICT LOCAL 663

2025 Collective Bargaining

(Last CBA March 4, 2023 – March 1, 2025)

Jerry's Enterprises Total and Comprehensive Package Offer #2

Presented April 9, 2025

Proposed changes to previous contract language are tracked by **additions** and **deletions**.

Employer movement toward the Union is marked with **green highlight**.

Other changes and TAs are marked with **yellow highlight**.

1. Term of Contract: three (3) years March 4, 2028. TA

2. Add in a New Article for 'Management Rights': COUNTER

~~The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement. Except to the extent expressly limited in this Agreement, the Employer retains the exclusive right to manage, operate, and administer the affairs of JERRY'S ENTERPRISES and to direct its workforce.~~

3. Section 2.5(D) Minimum Hours: HOLD ON COUNTER 3/18

The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid until the employee revokes or requests changes with a two (2) week written notice. Upon either party revoking the agreement, the employee must provide updated and suitable availability to allow the Employer to schedule the respective minimum hours for their classification. All approved requests shall be maintained by the Employer at the store level and available to the Union upon request. Any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(1).

4. Section 2.10 Notice to mgmt. from 7 days to 2 weeks : WITHDRAWN 3/17

5. Section 3.1 C, D Easter and Thanksgiving scheduling: WITHDRAWN 3/17

6. Section 3.3 Holiday Qualifications: HOLD

Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. Part-time employees will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday, and his/her scheduled

workday after the holiday unless excused by the Employer or unless absent due to ~~proven~~ illness or injury. If the employee does not meet these requirements, he/she will not be eligible for holiday pay.

7. Section 4.1 PTO: HOLD

A. Employees will accrue PTO ~~on a weekly basis as they work at the minimum rate of 1 hour per 30 hours worked. PTO 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.

B. Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the Minneapolis and Minnesota Earned Sick and Safe Time (ESST) ordinances without disciplinary action.

C. ~~Although employees accrue PTO beginning on first day of work, accruals are not available to use until after completion of ninety (90) days of service.~~ Employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.

D. PTO benefits cannot be used that have not been granted (i.e., PTO account cannot have a negative balance).

E. PTO requests must be electronically submitted in the Employer's human capital management system by the employee, and non-ESST requests must be approved by the employee's manager each time PTO hours are used.

F. PTO Overtime (Fulltime Only): 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.

G. 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 as of March 5, 2023 or at the rate of the year in which it was earned thereafter. Active employees' vacation will be paid on a first earned basis.

PTO ACCRUAL SCHEDULE:

~~Employer will calculate and grant partial year accruals for all employees at conversion. Conversion date is as soon as administratively possible, no later than 90 days after ratification to allow for transition efforts.~~

| PAID TIME OFF (PTO) | | | |
|---------------------|---|-------------------------------|---------------------------|
| Full-Time | Years of Service | Annual Grant | Weekly Rate |
| | Between 0-1st anniversary | 1 weeks (capped at 48 hours) | 0.034 per hour worked |
| | Between 1st - 7th anniversary | 2 weeks (capped at 80 hours) | 0.05 per hour worked |
| | Between 7th anniversary-15th anniversary | 3 weeks (capped at 120 hours) | 0.075 per hour worked |
| | Between 15th anniversary-19th anniversary | 4 weeks (capped at 160 hours) | 0.1 per hour worked |
| | Beginning 19th anniversary and beyond | 5 weeks (capped at 200 hours) | 0.125 per hour worked |
| Part-Time | Years of Service | Annual Grant | Weekly Rate |
| | Between 0-1 st anniversary | 1 weeks (capped at 48 hours) | 0.0230834 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 |

8. Section 4.6 PTO scheduling and rollover: HOLD

PTO schedules in each store shall be posted by January 1st and non-ESST PTO selected on the basis of seniority by February 15th of each year. For the purposes of this schedule, PTO must be taken in full-week increments. The approved PTO schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period to March 15th. Employees who fail to select PTOs by February 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

Effective upon ratification, employees must use all PTO time earned during the year in which it is allocated, except that employees shall be authorized to roll over a maximum amount of 80 hours of accrued but unused PTO or up to a maximum of one year's worth of PTO time based on years of service (whichever is greater). Employees who have banked more than one year's worth of PTO at ratification time will not lose that PTO time, but they shall not be entitled to add more PTO time so long as their PTO bank meets or exceeds 80 hours, or one year's worth of PTO time based on years of service (whichever is greater).

9. Section 5.5 Relief of department head : WITHDRAWN 3/17/2025 keep current CBA language

10. Add in new a new Section 5.10: HOLD 3/18/2025

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 will 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, that employee will not 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.

11. Section 11.2 Union Leave: WITHDRAWN 3/17/2025

12. Section 11.4 Medical Leave: HOLD (ESST compliance)

In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that the employee is judged by a certified medical authority to be physically unable to work up to a maximum leave not to exceed one (1) year.

The Employer reserves the right to require certification by a medical authority of an employee's physical capability of returning to work if time away exceeds three (3) consecutive scheduled workdays.

13. **Section 11.7 Spur Leave:** **WITHDRAWN 3/17/2025**

14. **Add in a New Section 11.11 MN Paid Sick Leave:** **Union TA 3/18/2025** use language below
Upon implementation of the State of Minnesota Paid FMLA law, the employer retains the right to deduct payroll taxes to the maximum amount allowed by state Paid Family Medical Leave legislation or 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.

15. **Article 14: Retirement**

Effective March 4, 2018, the Employer will no longer contribute to the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund ("the Pension Plan") and will no longer be bound by any trust agreement or plan documents for the Pension Plan. Jerry's Enterprises, Inc. Union Employees 401(k) Plan ("the 401(k) Plan") will replace the Pension for eligible employees.

Effective one week prior to ratification of this Agreement, The Employer will make the following contributions into the 401(k) Plan on behalf of its eligible employees:

- Current employees hired before March 4, 2018:
 - Regular full-time employees and Retail Specialists:
\$3.235 per hour up to 40 hours
 - Modified part-time and regular part-time employees (currently receiving retirement contributions):
\$1.35 per hour up to 39.75 hours
- Eligible employees hired on or after March 4, 2018:
 - Regular full-time employees and Retail Specialists:
\$2.00 per hour up to 40 hours
 - Modified part-time employees:
\$1.35 per hour up to 39.75 hours
- Currently-Benefitted, Regular Part-Time/Modified Part-Time employees hired after March 4, 2018 will be eligible upon reaching age eighteen (18) and completion of one thousand (1,000) hours of service in a year.
- Five (5) year vesting schedule for Employer Contributions. The vesting schedule will recognize prior years of service for current employees.
- Vested balance is portable asset at retirement or termination of service. Non-vested portion will be used to offset administrative costs.
- Disputes as to claims or benefits under the 401(k) Plan will be resolved through the appeals process contained in the plan and not the Arbitration Article in this Agreement.
- UFCW Local 663 leadership shall have two (2) seats on the employer's 401(k) Board of Trustees.

16. **Article 15: Health and Welfare :** **HOLD see ER proposal**

~~(A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours (full-time), exclusive of hours worked on Sundays and holidays, except for floating and banked holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee working less than thirty-two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer-established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.~~

~~(B) The Employer agrees to pay contributions into the same Health and Welfare Fund on behalf of its Retail Specialist employees on the same basis as provided in Section A of this Article except that, in the case of such employees, hours worked on Sundays (but not on holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.~~

~~(C) Starting on January 1, 2022, the Employer will make contributions for Ancillary Benefits (Doctor on Demand, Dental, Vision, Life and AD&D) for Regular Part Time employees who choose to opt in for the benefit. New hires will have a ninety (90) day open enrollment period from their date of hire. An annual open enrollment will be held the months of January and February for all eligible employees. The Employer will make contributions to the Fund for Ancillary Benefits after a ninety (90) day waiting period for enrolled new hires. The Employer will make contributions to the Fund for Ancillary Benefits the month after the open enrollment period for enrolled current employees.~~

~~(D) The Schedule of contributions for the Employer is as follows (also see chart in Appendix D):~~

~~Effective March 4, 2023, through March 2, 2024:~~

~~Full-time Employees: \$249.83 per week~~

~~Modified Part-time Employees: \$148.32 per week~~

~~Regular Part-Time Employees (Ancillary Only): \$5.58 per week~~

~~Effective March 3, 2024, through March 1, 2025:~~

~~Full-time Employees: \$267.82 per week~~

~~Modified Part-time Employees: \$158.84 per week~~

~~Regular Part-Time Employees (Ancillary Only): \$5.76 per week~~

~~In addition to the above Employer contribution rates, the Employer shall pay the full-time and part-time weekly employee contribution rates to the MRMHC Health & Welfare Fund effective March 2023 through February 2024. Effective March 2024, the employee contributions shall be reinstated for the term of the Agreement. During the period that the contribution holiday is in effect, the Employer shall continue to file remittance reports with Wilson McShane listing those employees for whom a contribution would otherwise have been required so that eligibility for benefits can continue to be tracked by Wilson McShane.~~

~~Employees will be required to make contributions to Health & Welfare as follows:~~

~~Effective March 3, 2024, through March 1, 2025:~~

~~Full-time Employees: \$20.00 per week~~

~~Modified Part-time Employees: \$10.00 per week~~

~~Regular Part-Time Employees (Ancillary Only): \$1.00 per week~~

~~The Employer will collect the employee contributions, which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions. In the event that an employee should "opt out" of coverage, then there will be no employer nor employee contribution due on their behalf.~~

~~(E) Modified part-time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the Employer-paid part-time contributions and the full-time contributions, as set forth in Article 15(D).~~

~~(F) The Employer agrees to make the health and welfare contributions for full-time employees and Retail Specialist employees only who work thirty (30) or more hours during the week.~~

~~(G) The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this labor Agreement. Benefits may be modified by mutual agreement of the Board of Trustees.~~

~~(H) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.~~

~~(I) The Employer agrees to pay the weekly health and welfare payment for those modified part-time employees with five (5) years or more service, with the same Employer, when said part-time employees are on a paid PTO.~~

~~(J) The Employer agrees to make weekly health and welfare contributions on all participating employees (full-time employees and modified part-time employees in accordance with Paragraph I above) for all earned or accrued PTO and holidays, provided that in no case shall there be more than fifty-two (52) weeks of contributions in any anniversary year on behalf of any employee (as in the case where an employee chooses to work and take pay in lieu of earned PTO).~~

~~(K) Management will be allowed to pay a part-time employee PTO pay during a week they work without having to pay the full-time health and welfare and pension when requested by the employee.~~

A. Health & Welfare Fund: The Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (the "Fund") is jointly administered by Union Trustees and Employer Trustees. The Employer is bound by the existing Trust Agreement covering the Fund and any amendments thereto to the extent they do not conflict with this Agreement. The Employer agrees to pay into the Fund contributions on behalf of any employee who meets the eligibility criteria outlined below. The benefit plans are as agreed upon by the Employer Trustees and Union Trustees and will remain in effect for the life of the Agreement except as may be modified by agreement of a majority of the Board of Trustees, which shall not conflict with the eligibility terms of this Agreement.

B. Benefit Commencement: Newly eligible employees that elect coverage specified in Article 15(D) under the Minneapolis Retail Meat Cutters and Food Handlers (MRMC) Health and Welfare Plan (the "H&W Plan") shall have coverage commence the first day of the calendar month following the calendar month the Fund receives contributions on the employee's behalf.

C. Benefit Elections: The H&W Plan Administrator shall administer the benefit election process directly with employees for newly eligible employees, open enrollment, and qualified mid-year election changes. Newly eligible employees shall have 30 days to make their benefit elections from the date they begin employment in an eligible classification.

D. Benefit Coverage Options:

- Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), ~~or Family, or Ancillary.~~

- Through December 31, 2025, ~~M~~ modified part-time employees are eligible to elect one of the following tiers of coverage: Single or Single and Child(ren). Employees who wish to purchase Single and Child(ren) coverage will be required to contribute the difference in premiums between Single and Single and Child(ren) coverage with the Employer's contribution capped at the Single coverage rate. Starting January 1, 2026, modified part-time employees are eligible to elect any tier of coverage: Employees who wish to purchase coverage other than Single will be required to contribute the difference in premiums between Single and the tier of coverage that they elect, with the Employer's contribution capped at the Employer's portion of the Single coverage rate.
- All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits (e.g., Doctor on Demand, Dental, Vision, Life, and AD&D) that provide single coverage for themselves.

E. Open Enrollment: Pursuant to the H&W Plan rules, eligible employees will annually have the opportunity to elect or change coverage under the H&W Plan effective the following January 1. Should an eligible employee elect or change coverage during the annual open enrollment period, the Employer must begin contributions in December, so long as the employee had actual hours worked in November, for coverage to begin January 1. Employees who are already enrolled and do not need to modify their coverage election in H&W Plan do not need to take any action during the annual open enrollment period to continue their existing coverage. Open enrollment for Health & Welfare and Ancillary benefits will occur annually. The H&W Plan Administrator shall notify the Employer of all new or changed benefit elections no later than October 15. The Employer shall cooperate with the Fund Office in providing the Fund Office with eligible employee information to allow for enrollment to be conducted by the Fund Office during periods of open enrollment and as employees become eligible for coverage during the year.

F. Qualifying Life Event: Pursuant to the H&W Plan rules, eligible employees will have the opportunity to elect or change coverage under the H&W Plan should they experience a qualifying life event in accordance with applicable law.

G. Benefit Contributions: The Employer agrees to contribute to the Fund for employees electing coverage on the basis of employee classification as follows:

- Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- Modified part-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO (for those modified part-time employees with five (5) years or more service with the same Employer), bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- All other part-time (including courtesy and custodial employees) for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO, bereavement leave, jury duty, or holidays; with contributions commencing the first full week of the second month following the month the employee was hired or moved into that classification.

The Employer may, at its option, begin contributing to the Fund earlier than required so as to provide coverage sooner than as prescribed above.

Benefit contribution rates are as follows:

Weekly Health & Welfare Cost

| <u>Effective first reporting period following ratification</u> | <u>Employer Cost</u> | <u>Employee Cost</u> | <u>Total Benefit Cost</u> | <u>Employer %</u> | <u>Employee %</u> |
|---|-----------------------------|-----------------------------|----------------------------------|--------------------------|--------------------------|
| <u>FT</u> | <u>\$267.82</u> | <u>\$20.00</u> | <u>\$287.82</u> | <u>93.1%</u> | <u>6.9%</u> |
| <u>Modified PT – Single Only</u> | <u>\$158.84</u> | <u>\$10.00</u> | <u>\$168.84</u> | <u>84.1%</u> | <u>5.9%</u> |
| <u>Ancillary</u> | <u>\$5.76</u> | <u>\$1.00</u> | <u>\$6.76</u> | <u>85.2%</u> | <u>14.8%</u> |

| <u>Effective 1/1/2026</u> | <u>Employer Cost</u> | <u>Employee Cost</u> | <u>Total Benefit Cost</u> | <u>Employer %</u> | <u>Employee %</u> |
|----------------------------------|-----------------------------|-----------------------------|----------------------------------|--------------------------|--------------------------|
| <u>FT – Single</u> | <u>\$148.73</u> | <u>\$16.53</u> | <u>\$165.26</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>FT – Single + Spouse</u> | <u>\$304.91</u> | <u>\$33.88</u> | <u>\$338.79</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>FT – Single + Children</u> | <u>\$297.47</u> | <u>\$33.05</u> | <u>\$330.52</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>FT – Family</u> | <u>\$513.13</u> | <u>\$57.02</u> | <u>\$570.15</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>Modified PT – Single Only</u> | <u>\$148.73</u> | <u>\$16.53</u> | <u>\$165.26</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>MPT – Single + Spouse</u> | <u>\$148.73</u> | <u>\$190.06</u> | <u>\$338.79</u> | <u>n/a</u> | <u>n/a</u> |
| <u>MPT – Single + Children</u> | <u>\$148.73</u> | <u>\$181.79</u> | <u>\$330.52</u> | <u>n/a</u> | <u>n/a</u> |
| <u>MPT – Family</u> | <u>\$148.73</u> | <u>\$421.42</u> | <u>\$570.15</u> | <u>n/a</u> | <u>n/a</u> |
| <u>Ancillary</u> | <u>\$6.70</u> | <u>\$0.75</u> | <u>\$7.45</u> | <u>90.0%</u> | <u>10.0%</u> |

| <u>Effective 1/1/2027</u> | <u>Employer Cost</u> | <u>Employee Cost</u> | <u>Total Benefit Cost</u> | <u>Employer %</u> | <u>Employee %</u> |
|----------------------------------|-----------------------------|-----------------------------|----------------------------------|--------------------------|--------------------------|
| <u>FT – Single</u> | <u>\$148.73</u> | <u>\$16.53</u> | <u>\$165.26</u> | <u>90.0%</u> | <u>10.0%</u> |
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| <u>Ancillary</u> | <u>\$6.70</u> | <u>\$0.75</u> | <u>\$7.45</u> | <u>90.0%</u> | <u>10.0%</u> |

| <u>Effective 1/1/2028</u> | <u>Employer Cost</u> | <u>Employee Cost</u> | <u>Total Benefit Cost</u> | <u>Employer %</u> | <u>Employee %</u> |
|----------------------------------|-----------------------------|-----------------------------|----------------------------------|--------------------------|--------------------------|
| <u>FT – Single</u> | <u>\$148.73</u> | <u>\$16.53</u> | <u>\$165.26</u> | <u>90.0%</u> | <u>10.0%</u> |
| <u>FT – Single + Spouse</u> | <u>\$304.91</u> | <u>\$33.88</u> | <u>\$338.79</u> | <u>90.0%</u> | <u>10.0%</u> |
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| <u>Ancillary</u> | <u>\$6.70</u> | <u>\$0.75</u> | <u>\$7.45</u> | <u>90.0%</u> | <u>10.0%</u> |

A pre-tax plan for employee contributions will be implemented by the Employer. If an employee at any time ceases to allow the Company to deduct the employee's share of the Fund contributions the Company will no longer be required to make contributions to the Fund on the employee's behalf. The Employer and employee will not have to pay contributions into the Fund should the employee not elect benefit coverage.

The Employer shall not be responsible for any additional benefit costs for the term of this Agreement.

H. Termination of Contribution at Employment Separation: Upon end of employment, regardless of reason (e.g. retirement, layoff, termination), the final contribution remitted to the Fund on the former employee's behalf shall be in the calendar month following the month in which the employee last incurred actual hours worked.

I. Remittance: The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator. The Employer will collect the Employee contribution for each week an employer contribution is due if the Employee was given a paycheck for the payroll period with sufficient net earnings to pay the Employee contribution. If the Employer did not issue a paycheck to the employee or the employee's paycheck does not have sufficient net earnings to pay the employee contribution, then the employee is responsible for remitting the employee contribution directly to the Fund.

17. Article 16: Arbitration:

Section 16.1: Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for vacation, holiday, jury pay and bereavement pay.

Section 16.2:

Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Federal Mediation and Conciliation Services (FMCS) shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrator will be selected. The panel of five (5) arbitrators furnished by FMCS will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

If FMCS fails to provide a panel within thirty (30) days of request, the parties will use the American Arbitration Association (AAA) on the same terms set forth above.

Section 16.3: The expense of the arbitrator shall be divided equally between the Employer and the Union.

Section 16.4: There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

Section 16.5: ER HOLD 4/9/2025

Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, ~~may~~will result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

- (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance.

- (B) If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a panel from the Federal Mediation and Conciliation Service (FMCS).
- (C) The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the arbitrator is not available within such period.

In each of the above steps, the days referred to are working days.

18. Clean up the following language in Section 17.1: Union TA'ed Feb. 27, 2025

For the purpose of this Article, there shall be ~~five (5)~~ three (3) separate seniority groups. The seniority groups shall be classified as:

- (A) Full-Time Food Handler - Group 1 employees
- (B) Modified and Regular Part-Time - Group 2 employees
- (C) Certified Pharmacy Technician employees
- ~~(D) Custodial Employees~~

19. Clean up the following language in Section 17.2: Union TA'ed Feb. 27, 2025

(I) The Employer may designate Department Heads consistent with the following provisions: There shall be no fewer than four (4) Department Heads per store in the Food Handler departments. An Employer who wishes to establish additional Department Head positions must first maintain and fill each of the six (6) Department Head positions specified by title in Appendix C of this Agreement ~~on page 49~~ before it may fill any of the optional Department Head positions as provided below. Each Employer will have the option to designate a total of up to nine (9) Department Head positions in each store. However, no Employer shall be obligated to create or fill any additional Department Head positions by reason of these provisions. Each Employer may designate what positions or jobs will be recognized as additional Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within each company.

20. Wages Appendices B and C:

Remove existing appendices and replace with the attached.

21. Other Clean-up: Union TA'ed Feb. 27, 2025

Remove all male and female pronouns; redraft in way that pronoun is unnecessary or use *they/them/their*.

22. NEW Jerry's Transfers: COUNTER 4/9/2025

- A. The Employer agrees to give an employee two (2) weeks'-notice of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business. Once transferred, an employee may be transferred to another location for a period of 12 calendar months unless by mutual agreement between the Employee, the Employer and the Union.
- B. The Employer will not transfer an employee as a means of discipline.
- ~~C.~~ The Employer shall consider the circumstances of the affected employee in making the transfer decision
- D. Full-time employees may request transfers to a store closer to their home. Requests will be considered based on the following criteria: store staffing needs, store full-time staff balancing, potential openings and employee's experience and skill sets.

23. Eliminate these sections.

Article 5; Section 5.3

Article 5; Section 5.2

Article 2; Section 2.5A

PT Hours Worked

COMPANY CLARIFICATION: Jerry's presents this written clarification to the Union and its bargaining committee to clarify the intent of this proposal. This proposal applies only to Modified Part-Time team members, as Regular Part-Time employees are already limited to a maximum of 28 hours per week under existing CBA language.

Jerry's position is that a Modified Part-Time team member available Monday through Saturday should not be penalized or restricted from being scheduled up to 39.9 hours. However, **Section 2.5A**, **Section 5.2**, and **Section 5.3** imposes such a restriction by limiting Modified Part-Time team members to a maximum of 31.9 hours from Monday to Saturday, requiring any additional hours beyond that to be worked on Sunday.

SECTION 2.5A: Eliminate reference of maximum of 31.9 hours Monday Saturday for modified part-time. Replace with a maximum of 39.9 hours over the course of their defined work week. Eliminated reference to Sunday hours being excluded.

SECTION 5.2: Strike this section and refer back to minimum and maximum hours by classification as noted in section 2.5.

Appendix A-1: Strike "*See Section 2.5(A) re: "Mod PT"

Employer will agree to raise minimum hours for part-time to 18 hours scheduled per week beginning the first Sunday of June 2026.

Further Responses to Union's Proposal 5:

12. Bereavement/Stepparents A

TA 4/9/2025

19. H/W

HOLD see ER proposal. In addition, the employer would agree to a letter of agreement calling for temporary contributions to a Health Reimbursement Account.

Employer contributions will be made on behalf of eligible full-time and modified part-time employees, defined as those who were enrolled in the MPMC Health Care Plan as of March 2, 2025, and maintained coverage through January 1, 2026. Contributions will commence the week of January 4, 2026, and will discontinue the week of December 26, 2027, provided the employee remains employed and retains healthcare coverage for the full period.

1/4/2026

| Classification / Elected Coverage | Employer HRA Contribution (Weekly) |
|--|------------------------------------|
| Modified Part-time / Single Coverage | \$5.00 |
| Full-time / Single Coverage | \$5.00 |
| Full-time / Single + Child(ren) Coverage | \$5.00 |

| | |
|--------------------------------------|---------|
| Full-time / Single + Spouse Coverage | \$5.00 |
| Full-time / Family Coverage | \$22.02 |

1/3/2027

| Classification / Elected Coverage | Employer HRA Contribution (Weekly) |
|--|------------------------------------|
| Modified Part-time / Single Coverage | \$5.00 |
| Full-time / Single Coverage | \$5.00 |
| Full-time / Single + Child(ren) Coverage | \$5.00 |
| Full-time / Single + Spouse Coverage | \$5.00 |
| Full-time / Family Coverage | \$17.02 |

- A. DUES** **REJECT**, as the union notes, this is currently working fine.
- B. PTO** **REJECT** change from March 5, 2023 to March 5, 2025; that was intended to be a permanent reset.
- C. TRANSFERS** **FIRMLY REJECT**, see our counter.
- E. RETIREMENT** **REJECT** see counter on 401(k).

Scheduled 7 consecutive **COUNTER:** Employees will not be scheduled every day in a Sunday-Saturday period unless the employee and employer mutually agree.

Sending ee schedules **TA'ed 3/18/2025** We will send by PDF

Jerry's rejects all other proposals in Unions 4 and 5 for the reasons it previously explained. If the Union has any questions about its positions on particular proposals, Jerry's is happy to address them.

Jerry's reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

Appendix B
Minimum Meat Rates

| | Effective upon ratification* | 3/6/2027 | 3/6/2027 |
|------------------|------------------------------|----------|----------|
| Head Meat Cutter | \$32.44 | \$33.44 | \$34.44 |
| Journeyman | \$31.44 | \$32.44 | \$33.44 |

| Service Meat Employees | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|------------------------|------------------------------|----------|----------|
| 0-6 mo | \$18.00 | | |
| 6-12 mo | \$19.00 | | |
| 1-2 yr | \$20.00 | | |
| 2-3 yr | \$27.55 | \$28.55 | \$29.55 |

Employees who are at the top or above scale will receive the following increases:

| | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|------------------------|------------------------------|----------|----------|
| Head Meat Cutter | \$1.00 | \$1.00 | \$1.00 |
| Journeyman | \$1.00 | \$1.00 | \$1.00 |
| Service Meat Employees | \$1.00 | \$1.00 | \$1.00 |

*Initial wage increase is retroactive for up to one week if ratified after contract expires and is effective early if ratified before contract expires.

Jerry's reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

Appendix C
Minimum Grocery Rates

| | Effective upon ratification* | 3/1/2026 | 3/7/2027 |
|------------------------------|------------------------------|----------|----------|
| Grocery Department Head | 31.33 | 32.33 | 33.33 |
| Produce Department Head | 31.33 | 32.33 | 33.33 |
| Frozen Food Department Head | 31.33 | 32.33 | 33.33 |
| Bookkeeper or Head Cashier | 31.33 | 32.33 | 33.33 |
| Delicatessen Department Head | 31.33 | 32.33 | 33.33 |
| Company Designated | 31.33 | 32.33 | 33.33 |

**Full-time Food
Handlers &
Pharmacy**

| | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|--------|------------------------------|----------|----------|
| Step 1 | \$20.00 | X | X |
| Step 2 | \$21.75 | \$21.75 | X |
| Step 3 | \$23.50 | \$23.50 | \$23.50 |
| Step 4 | \$24.50 | \$24.50 | \$24.50 |
| Step 5 | \$25.50 | \$25.50 | \$25.50 |
| Step 6 | \$26.50 | \$26.50 | \$26.50 |
| Step 7 | \$30.33 | \$30.33 | \$30.33 |
| Step 8 | | \$31.33 | \$31.33 |
| Step 9 | | | \$32.33 |

**Retail
Specialist**

| | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|--------|------------------------------|----------|----------|
| Step 1 | \$17.00 | X | X |
| Step 2 | \$17.50 | \$17.50 | X |
| Step 3 | \$18.00 | \$18.00 | \$18.00 |
| Step 4 | \$19.00 | \$19.00 | \$19.00 |
| Step 5 | \$19.80 | \$19.80 | \$19.80 |
| Step 6 | \$23.80 | \$23.80 | \$23.80 |
| Step 7 | | \$24.80 | \$24.80 |
| Step 8 | | | \$25.80 |

| Classified Assistant | Effective upon ratification* | 3/7/2026 | 3/6/2027 | Classified Assistant (hired before 3/5/2023) | Classified Assistant (hired before 3/5/2023) |
|----------------------|------------------------------|----------|----------|--|--|
| Step 1 | \$19.83 | X | X | \$18.83 | \$18.83 |
| Step 2 | \$20.60 | \$20.60 | X | \$19.83 | \$19.83 |
| Step 3 | \$21.50 | \$21.50 | \$21.50 | \$20.60 | \$20.60 |
| Step 4 | \$23.00 | \$23.00 | \$23.00 | \$21.50 | \$21.50 |
| Step 5 | \$27.33 | \$27.33 | \$27.33 | \$23.00 | \$27.33 |
| Step 6 | \$28.33 | \$28.33 | \$28.33 | \$27.33 | n/a |
| Step 7 | | \$29.33 | \$29.33 | ^^REMOVE (ALL ARE TOS)^^ | |
| Step 8 | | | \$30.33 | | |

| ALL PART-TIME | | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|---------------|--|------------------------------|----------|----------|
| | *All employees under \$15.00/hr. will move to \$15.00 at ratification | | | |
| Step 1 | 0-1 yr | \$15.00 | \$15.00 | \$15.00 |
| Step 2 | 1 yr | \$15.50 | \$15.50 | \$15.50 |
| Step 3 | 6 months | \$16.00 | \$16.00 | \$16.00 |
| Step 4 | 6 months | \$16.75 | \$16.75 | \$16.75 |
| Step 5 | 6 months | \$17.25 | \$17.25 | \$17.25 |
| Step 6 | 6 months | \$18.00 | \$18.00 | \$18.00 |
| Step 7 | 6 months | \$19.10 | \$19.10 | \$19.10 |
| Step 8 | 6 months | \$19.80 | \$19.80 | \$19.80 |
| Step 9 | | | \$20.50 | \$20.50 |
| Step 10 | | | | \$21.20 |

Employees who are at the top or above scale will receive the following increases:

| | Effective upon ratification* | 3/7/2026 | 3/6/2027 |
|---|---------------------------------|----------|----------|
| Grocery Department Head | \$1.00 | \$1.00 | \$1.00 |
| Produce Department Head | \$1.00 | \$1.00 | \$1.00 |
| Frozen Food Department Head | \$1.00 | \$1.00 | \$1.00 |
| Bookkeeper or Head Cashier | \$1.00 | \$1.00 | \$1.00 |
| Delicatessen Department Head | \$1.00 | \$1.00 | \$1.00 |
| Company Designated | \$1.00 | \$1.00 | \$1.00 |
| Full-time Food Handlers & Pharmacy | \$1.00 | \$1.00 | \$1.00 |
| Classified Assistant (hired on or after 3/2/2025) | \$1.00 | \$1.00 | \$1.00 |
| Classified Assistant (hired after 3/5/2023 but before 3/2/2025) | \$1.00 | \$1.00 | \$1.00 |
| Classified Assistant (hired before 3/5/2023) | \$1.00 | \$1.00 | \$1.00 |
| Retail Specialist | \$1.00 | \$1.00 | \$1.00 |
| All Part-Time | \$0.70 | \$0.70 | \$0.70 |

*Initial wage increase is retroactive for up to one week if ratified after contract expires and is effective early if ratified before contract expires.