- 1) Wages
- a) [HOLD]
- 2) Retirement Legacy Pension, Variable Annuity Pension (VAP), 401(k)
 - a) Legacy Pension [HOLD]
 - b) VAP: All employers join the Variable Annuity Pension and increase contributions to \$35 accrual rate (FT: \$52.36/wk, PT: 19.43/wk)
 - c) Establish Multi-Employer Defined Contribution Plan
- 3) Health & Welfare
 - a) <u>Replacement language</u> as provided by the Union
 - b) Contribution Rates [TBD]
- 4) Employee Discount
 - a) Employee Discount 30% for all items
- 5) Employer provided meal from store during meal period
- 6) Scheduling and Hours
 - a) Decrease minimum available hours required for all full-time and part-time employees
 - b) Employees on any form of leave or time off, paid or unpaid, shall not count towards a department's allotted labor hours & discuss adequate staffing levels [HOLD for future proposals]
 - c) Flexibility for department heads to schedule according to the needs of each department and store, with equitable assignment of night shifts based on seniority and employee's availability
 - d) Discuss PT scheduling to improve work-life balance, retention and hiring [HOLD for future proposals]
 - e) 1 guaranteed consistent day off every week
 - f) Limit number of consecutive scheduled shifts to 7
 - g) Consistent weekly hours
 - i) All part-time employees guaranteed 24 hours per week, unless waived by employee
 - h) Breaks
 - i) Starts after food acquired and paid at store
 - ii) Discuss employer scheduling practices to avoid providing breaks [HOLD for future proposals]
 - i) Scheduling [HOLD for future proposals]
 - j) Attendance policy & grace period [HOLD for future proposals]

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- 7) Ratios The Employer shall reach at least:
 - a) 40% FT ratio by the end of this CBA (Employer shall make all necessary Fund contributions at 40%)
 - b) 40% PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions at 40%)
 - c) Increase PT top 24% to 30%
- 8) Wage Differentials:
 - a) PT Supervisor \$2.00 shift differential for all hours scheduled for the shift
 - b) MOD \$2.00 shift differential for all hours scheduled for the shift
 - c) Assistant Department Head indexed to Department Head pay
 - d) Deli \$2.00 shift differential for all hours scheduled for the shift
 - e) All hours worked between 6pm and 6am \$2.00 shift differential for all hours scheduled for the shift
 - f) Training new hires Employees who train or shadow new hires will receive a \$2.00 differential for all hours scheduled for the shift
- 9) Cross training and working in more than one department
 - a) Cross training and/or requiring employees to work outside their department will be by mutual agreement only.
 - b) If cross training is mutually agreed to, the employee will be scheduled to shadow department leadership for at least 3 consecutive shifts before expected to work independently
 - c) \$2.00 shift differential for all hours scheduled for the shift when employees are assigned to work in more than one department per shift
- 10) Transfer protections
 - a) Employees may only be transferred to another department or store by mutual agreement between the employee and the employer.
 - b) Any involuntary transfers to another department or store, whether for work performance or other disciplinary actions, may only be permissible when accompanied by discipline or a Performance Improvement Plan (PIP) for cause.
 - c) Whenever there is a vacancy for a benefit-eligible position that the employer intends to fill, the employer shall post the position both electronically and in a visible location at each store for at least seven (7) calendar days. Vacancies shall be filled by the most senior internal applicant(s), whenever possible.
- 11) PTO / ESST / Leave
 - a) Increase Bereavement ensure consistency for all CBAs
 - i. All full-time and part-time employees (excluding Group 3) on the seniority list shall be entitled to bereavement pay according to the following:
 - A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, stepparent, child or stepchild.

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- A maximum of three (3) two (2) days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild.
- One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.
- b) Holiday pay
 - i. Revisit designated paid holidays, add 1 more
 - ii. Holiday pay increased from 4 to 6 hours paid for all part-time
 - Custodial / Courtesy / Clean Team will not have to wait 1 year to receive, should be same as PT which is after 90 days (no longer an issue if all convert to regular part-time)
- c) Vacation / PTO / ESST [HOLD for future proposal]
- 12) Classifications
 - a) Clear and equitable paths to promotion
 - b) Custodial / Courtesy / Clean Team eliminated and all reclassified as Regular Part-time
 - c) Group 3 eliminated and all reclassified as Regular Part-time
 - d) Retail Specialist eliminated and all reclassified as Classified Assistant ensure consistency for all CBAs
 - e) Department Heads:
 - All Department Heads shall be classified as Traditional Full-Time Food Handlers for purposes of Appendix A-1 "Food Handlers Sunday Clause."
 - Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head. - ensure consistency for all CBAs
 - Ensure that all FT heads of departments are classified and paid as Department Heads (e.g. Pricing, E-Commerce, Floral, General Merchandising, Coffee, Cheese)
 - iv) Amend Section 5.5 to read: Any time a department head is off and a replacement is assigned to fill in for the duties of a department head or assistant department head, the employee assigned to fill in will receive department head or assistant department head pay for each shift in which those duties are performed.
 - f) Training hours: When an employee is training as a higher paid classification, they shall be compensated at the higher classification for said hours.
 - g) Full-time Waiver Amend full-time waiver rate in Section 23.1 to \$23.00 for the duration of the waiver period up to a maximum of one thousand two hundred (1,200) hours of said period. If an employee exceeds a maximum of 1,200 hours, the employee will become a Classified Assistant. ensure consistency for all CBAs

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- 13) Safety and Wellbeing [HOLD for future proposals]
- 14) Tools and Training
 - a) Front end and Pharmacy employees will be provided stools, fatigue mats, and be permitted to have water discuss ergonomic needs
 - b) Bakery, Deli and Meat department employees will be provided non-slip fatigue mats
 - c) Apprenticeships & Job Training [HOLD for further discussion]