

**I. SAFETY**

**A. Working overnight:**

1. All stores will close at 10:00pm. Employees may continue to work, but stores will be closed to the public.
2. At least 4-5 employees will be scheduled to work after 8pm.
3. Exits and entrances will remain unlocked per state and federal guidelines.
4. Bathroom access will be restricted. Employees are not expected to interact with intoxicated individuals or handle needles, drugs or other hazards.

**B. Security and loss prevention:**

1. The Employer will retain accredited security professionals to guard the stores and ensure the safety of employees during all hours of operation. Employees will not be expected to act as security guards.
2. Employees will not stop or approach in any suspected theft situations.

**C. Parking lots:**

1. The Employer will increase lighting and cameras in store parking lots.
2. Escorts will be provided to employees between the store and an employee's vehicle, by request.
3. The Employer will provide secure locations for employees to park that are close to the store's entrance / exit.

**D. Harassment:**

1. The Employer will have zero tolerance for unwanted language or behavior by customers, vendors or management towards employees.
2. Improved background checks and communications with store level will be implemented before hiring.
3. Training will be provided for employees regarding how to respond and support fellow employees when they see or hear harassing language or behavior.

E. Protocols and training:

1. The Employer will convene a safety committee of at least 1 employee per store, during work time, to address and resolve safety concerns on a timely basis. Union representatives will be allowed to participate. This committee will meet monthly for the first 6 months and then every other month thereafter. The Employer will ensure notes are accessible to all employees and Union representatives.
2. The Employer will conduct quarterly safety training for employees. These trainings will include company-wide safety protocols, de-escalation and conflict prevention, anti-harassment, etc. Union representatives will be allowed to participate.
3. Incident reports will be maintained at the store level. The Employer will proactively record incidents and employees will be notified regarding how to report. The Employer will provide copies to the Union quarterly.

II. **CLASSIFICATIONS**

- A. Eliminate Group 3 (already eliminated at L&B, Jerry's)
  - Ensure language agreement for entire CBA
- B. Convert all Retail Specialists to Classified Assistants and promote Retail Specialists to Classified Assistants by seniority, first in - first out
- C. Classified Assistants - guaranteed 2 consecutive days off
- D. Department Heads and Leads classified as FT
- E. Create a separate classification for cooks
- F. Courtesy will be guaranteed 15 hours per week
- G. Language clean up: Add to Appendix A-1 Sunday Clause a note to see Section 2.5(A) re: Mod PT
- H. 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 [or "Classified Assistant" status, depending on previous classification. If no previous classification...]
  1. Employees who step down from their classification will not be penalized, hours and location will remain the same.
- I. Update Department Head classification - clean ups by Employer to accurately to reflect correct title / classification
- J. Meat Service Employees - convert to traditional FT (Sunday outside work week)

Need clarity on responsibility and compensation from Employers:

- Manager in Training (L&B, UNFI)
- Bakery Supervisor and all "Supervisor" (L&B)
- Deli & Meat and Seafood Culinary Professional (L&B)
- Deli employees (Kowalski's wage scale)

### **III. QUALITY OF WORK ENVIRONMENT AND LIFE**

- A. The Employer will allow and provide water, stools for cashiers, and updated/new floor mats wherever needed for employee safety and comfort.
- B. The Employer will take all reasonable measures to create geographical alignment for full-time assignments between an employee's store and place of residence. Employees will be allowed to bid for a store, then placed by employee choice, seniority, etc.
- C. Clopening / Hours between scheduled shifts: All employees who have worked a complete shift shall be given a minimum of eleven (11) hours before the next scheduled work shift, unless by mutual agreement.
- D. Break times: The Employer will not schedule employees just short of 6 hours to avoid providing a paid break. Paid breaks will be increased to 20 minutes.
- E. The Employer will make every effort to provide more predictable and regular schedules.
- F. The Employer will provide a store discount of 20% to all employees.
- G. The Employer will provide a grace period to all employees before engaging in disciplinary measures for tardiness unless there is a pattern of abuse.

#### **IV. PROTECT JOBS**

- A. No employee shall be required to cross a picket line during a labor strike or dispute.
- B. 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.
- C. 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.
- D. Visitation: Language clean up to use "Union representative" instead of "business agent" or "business representative"

#### **V. UNION EMPLOYER COOPERATION**

- A. Labor Management Committee: The Employer will convene a Labor Management Committee of at least 1 employee per store, during work time, to address and resolve concerns on a timely basis. Union representatives will be allowed to participate. This committee will meet monthly for the first 6 months and then every other month thereafter. The Employer will ensure notes are accessible to all employees and Union representatives. (Examples: short staffing / not enough hours to keep shelves stocked or excessive wait time on the front end and store level HR issues)
- B. Conversation with Employers who do not currently use EFT: 1.3 b) Check off "The Employer agrees to forward the amounts [dues] by a method the Union designates in writing"
- C. No match letters: In the event that the Employer receives notice indicating that an employee's name and Social Security number (SSN) do not agree with Social Security Administration (SSA) records, the Employer agrees to the following:

UFCW Local 663 WORKER PROTECTIONS Proposals to the Employer  
All Retail Employers - Jan 20, 2023 @ 7:30am

1. The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
  2. The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.
  3. The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.
  4. The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
  5. The Employer will not interrogate any employee about the employee's SSN.
- D. Electronic schedules - The Employer shall supply to the Union an electronic copy of work schedules weekly. Entire weekly schedules for all associates and departments shall be provided in Excel spreadsheets and emailed as attachments to the Union.
- E. Meat apprenticeship - how has this been working?
- F. The Employer will allow Union representatives to provide a Union orientation for employees during the Employer's new hire orientation meetings.
- G. Replace BMS with FMCS

Language clean up: term of agreement should read: ...shall be in effect as of March... and continue in full force and effect through 11:59pm on March...