

**Kowalski's Minneapolis Retail Meat and Grocery Contract (last edit 1/9/2018 @ 4:00p)**  
**Non-Economic Union proposals made to Employer**  
**January 10, 2018**

**UNION-EMPLOYER COOPERATION**

**1. Electronic Schedule Request: (NEW LANGUAGE)**

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.

**2. Union Representative attendance during disciplinary meetings or discussions (NEW LANGUAGE)**

The Employer agrees that its managers and supervisors will not meet or discuss with a worker any matter that may lead to discipline or that is part of any investigation that might result in discipline, unless a Union representative is present. The Employer further agrees not to impose discipline on any worker unless a Union representative is present.

At the outset of the meeting or discussion, the manager or supervisor will disclose the purpose of the meeting or discussion and all topics that the manager or supervisor intends to raise. The worker and the Union Representative may call for a break and talk in private before the meeting or discussion begins, after the manager or supervisor discloses the purpose and topics of the meeting or discussion, or both. The worker and the Union representative may also take other breaks during the meeting or discussion.

During the meeting or discussion, the Union representative may request that the manager or supervisor rephrase ambiguous or confusing questions, allow workers to answer questions in their own words, and to treat workers fairly and with respect. The Union representative may also question the manager, supervisor or anyone else present, request that the Employer provide information and produce documents, and make arguments on the worker's behalf.

If it violates this provision, the Employer agrees that it may not use anything the worker says to support any discipline that the Employee imposes.

Employees shall be allowed to include their own written accounts and rebuttals to all Employer generated documents in employees' personnel files.

**3. Worker Orientation: (NEW LANGUAGE)**

The Employer agrees that it will permit Union representatives or stewards to attend all worker orientations to discuss for 30 consecutive minutes the benefits under this Agreement and of Union membership. The Employer will provide the Union representatives and stewards with privacy for these orientations. The Employer agrees to provide the Union with 2-weeks' notice of the dates, times and locations of all orientation sessions.

**4. Union Access/Visitation: (CURRENT CONTRACT PG 23, ART 12 – THIS PROPOSAL IS TO REPLACE EXISTING LANGUAGE)**

The Employer agrees that Union representatives have the right to visit work areas to conduct Union business, including, but not limited to, communicating with workers; determining whether the Employer is complying with this Agreement and all employment and labor laws; investigating workplace issues, disputes, grievances and arbitrations; reviewing and copying policies, procedures, work rules and other employment documents, including schedules, payroll records and personnel files; and communicating about similar topics and undertaking similar matters: provided that such access does not unreasonably interfere with workers' work.

The Employer agrees that Union representatives or stewards may take workers off of the sales floor to discuss the benefits of this Agreement, Union membership or any other matter related to the worker's employment for a reasonable period of time not to exceed 15 minutes. Union representatives and stewards will not interrupt workers who are serving customers.

**5. Stewards: (CURRENT CONTRACT PG 19, ART 7 – THIS PROPOSAL IS IN ADDITION TO EXISTING LANGUAGE)**

The Employer shall grant an unpaid Union leave of absence to workers upon request. Workers who take Union leave will continue to accrue seniority for all purposes while on leave. Upon returning to work, workers shall return to the job and schedule the worker had before taking Union leave, and receive all wage increases that became effective during their leave.

**6. Training and Development: (NEW LANGUAGE)**

The Employer will provide and/or reimburse employees for classes that the Employer and employees mutually agree pertain to the professional development of employees.

The Employer will work to ensure that all employees receive sufficient training. Employees wishing to be trained in other areas will receive such "cross training" only by mutual agreement. A request for cross training will not be unreasonably denied.

## **INCLUSIVE WORKPLACE ENVIRONMENT**

### **7. Respect and dignity in the workplace: (NEW LANGUAGE)**

The Employer agrees that workers are the Employer's most valuable resource. The Employer therefore agrees that when dealing with workers, its managers and supervisors will use all reasonable efforts to consciously regard and respect workers' feelings and self-esteem.

### **8. Non-Discrimination: (CURRENT CONTRACT PG 23, ART 13 – THIS PROPOSAL IS TO REPLACE EXISTING LANGUAGE)**

The Employer agrees that it will not discriminate against or treat any worker differently because of Union membership, support or activity; race; creed; national origin; color; sex; gender, gender identity or expression; sexual orientation; age; religion; disability; pregnancy; physical or mental health condition; status with regard to public assistance; marital status; veteran status; or criminal record.

The Employer agrees to hiring and employment practices that promote diversity and equity by recruiting and retaining a diverse staff.

### **9. Transgender worker rights: (NEW LANGUAGE)**

If any worker is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy), chooses to disclose, and asks for Employer accommodation:

- A. The Employer and the Union will mutually agree on:
- a way to notify coworkers of the worker's status or transition (the parties' discussions will include the worker);
  - creating safe work areas for the worker;
  - designating at least one restroom as gender neutral; and
  - if either party considers it advisable, developing a training for coworkers and managers, including the schedule for and frequency of the training;
  - notifying all workers that transgender workers may use the restrooms and changing rooms designated for the gender they identify with; and
  - requesting everyone at the workplace or engaged in the Employer's business to speak or refer to transgender workers by the names they choose and the pronouns they identify with.

- B. The Employer will change all legal and financial records so that all records use the names transgender workers choose and the pronouns they identify with when the worker provides a government issued ID. The Employer will also update any photographs, including identification badges, unless the worker requests otherwise.

The Employer will also administer a jointly-agreed on training for managers, supervisors and workers.

#### **10. Domestic Partner: (NEW LANGUAGE)**

Wherever this Agreement refers to a worker's "family," "spouse," "husband," "wife" or "dependent," including all provisions concerning leave or benefits, these words will include domestic partners. The term domestic partner means both a person and a worker who:

- are or are not of the same gender,
- are not related to each other by blood,
- live in the same primary residence, and
- have declared to the Employer that they are each other's sole domestic partner and are responsible for each other's welfare.

## **SCHEDULES**

### **11. Schedules: (CURRENT CONTRACT PG 7, SEC 2.10 – THIS PROPOSAL IS A BLEND OF NEW AND EXISTING LANGUAGE)**

Schedules for all employees will be posted in each store by Friday noon for the following three (3) workweeks. The Employer will also post schedules electronically and email them to workers at their request.

Sunday schedule for full-time employees shall be posted three (3) weeks in advance.

Part-time employees in the top twenty-four percent (24%) shall have the right to select a designated day off Monday through Thursday. Seniority shall apply for selection of designated days off.

The Employer will make an effort to provide consistent scheduling for all part-time employees that is consistent with the Employer's business needs and part-time employees' availability.

Part-time employees shall have the right to have their schedules temporarily changed to accommodate their personal needs, providing they give management two (2) weeks advanced notice.

Workers will notify the Employer of their preferred hours and availability. Workers may change their preferred schedule and availability by informing the manager who prepares their schedule before the manager prepares the schedule. When possible, the Employer will schedule workers to work their preferred hours by seniority within department and classification.

The Employer will schedule at least 2 days off consecutively, including one consistent day off, unless the worker consents or requests different days off. The Employer will schedule workers by seniority within department and classification. The Employer may not change any schedule without the consent of the worker, unless the change is required by illness or emergency, such as fires or floods.

Part-time workers may claim additional hours as they become available.

The Employer shall schedule adequately to ensure the security and safety of workers.

Breaks: the employer shall schedule adequately to relieve workers for breaks.

## **HEALTH AND SAFETY**

### **12. Health and Safety: (NEW LANGUAGE)**

(a) The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. 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.

(b) The Employer will provide workers with mutually-acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Employer agrees to pay workers for attending such orientations and training.

(c) The Employer will not ask or allow any worker to work or operate any equipment until the worker has received all relevant training.

(d) The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of workers.

(e) The Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

(f) The parties agree to establish a joint Union Management Safety and Health Committee to:

- (i) review injuries and illnesses and identify causes and prevention;
- (ii) observe, inspect and propose changes in the workplace; to review and propose changes in safety rules;
- (iii) participate in government health and safety inspections;
- (iv) participate in the review of hazardous materials prior to their use in the facility;
- (v) review layout changes, machine modifications and new equipment and machinery;
- (vi) participate in the development of health and safety programs; to bring

health and safety problems to the Employer's attention;

(vii) recommend changes in the work environment and procedures; and

(viii) review, recommend changes to and participate in safety education and training.

(g) The Union and the Employer will each appoint an equal number of the members of the Safety and Health Committee. The Employer in coordination with the Union will conduct one day of mutually-acceptable health and safety training for the Safety and Health Committee members.

(h) The Safety and Health Committee will hold meetings as often as necessary, but not less than quarterly. All meetings will be held during normally scheduled working hours.

(i) Every quarter the Employer will furnish the Safety and Health Committee with copies of all records related to safety and health (for example: a list of hazardous chemicals use in the facility and logs/reports of workplace injuries).

(j) The Employer will promptly notify the Union-designated Committee members of any accident resulting in injury. The Employer agrees that any Union-appointed Committee member may be involved with the Employer's investigation of accidents, hazards or unsafe conditions.

(k) The Employer agrees to permit Committee members to inspect facility conditions and to bring any hazards or unsafe conditions to the Employer's attention. The Employer agrees to correct any hazards or unsafe conditions Committee members bring to its attention as soon as possible.

(l) The Employer will pay worker Committee members for time lost while acting as Committee members. The Employer will also pay lost time, amounting to one day per year, for Committee members to attend safety and health training.



### **13. Victim, Witness, and Domestic Abuse leave: (NEW LANGUAGE)**

An Employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to testify.

An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case. The employee will be paid for all reasonable time spent away from the store in order to attend the proceedings.

Employees who are victims of domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a restraining order or protective order. The employee will be paid for all reasonable time spent away from the store in order to attend and obtain such protection.

When it is practical to do so without placing the employee or any member of the employee's family in danger, the employee should provide the Employer with forty-eight (48) hours' notice of the need for these types of leave. The Employer may require verification of the need for these types of leave.

## **CHECK OFF / DEDUCTIONS**

### **14. Dues Check-off: (CURRENT CONTRACT PG 3, SEC 1.3 – THIS PROPOSAL IS TO REPLACE EXISTING LANGUAGE)**

- a. The Employer agrees to deduct amounts equal to dues, initiation fees and assessments from the wages of all workers who sign a deduction authorization form. The Union's Secretary-Treasurer will certify the amounts. The Employer agrees to deduct amounts owed by workers who return from absences from work due to layoff, sickness, injury or other reason. The Union will notify the Employer in writing of past amounts that returning workers owe.
- b. The Employer further agrees to deduct such amounts at intervals that the Union designates in writing and to forward those amounts to the Union as soon as possible after the Employer deducts the amounts, but in no event later than 10 of days after deduction. The Employer agrees to forward the amounts by a method the Union designates in writing.
- c. The Employer agrees that its obligations under this provision survives the expiration of this Agreement.

### **15. ABC Political Contribution Deductions: (NEW LANGUAGE)**

The Employer agrees to deduct contributions to the United Food and Commercial Workers International Union Active Ballot Club (ABC) Political Action Committee from the paychecks of all workers who sign political check off forms. The Employer agrees to deduct contributions from a worker's paychecks beginning the first payroll period after the Union provides the Employer with a check-off form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their check-off authorization.

The Employer agrees to wire all contributions to the Union within 10 days of the date the Employer deducts the contributions. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the names, addresses, occupations and contribution amounts for each contributing worker.

## **OTHER WORKING CONDITIONS**

### **16. Seniority: (CURRENT CONTRACT PG 32, I – THIS PROPOSAL IS TO MODIFY EXISTING LANGUAGE)**

Full time to part time ratio: the Employer agrees to increase the number of full time staffing to 35% by the end of the term of this agreement.

### **17. Subcontracting: (NEW LANGUAGE)**

The Employer agrees not to subcontract any currently existing operations. If the Employer establishes a new operation where workers perform jobs that are substantially different from those the bargaining unit performs, before subcontracting out the new operation, the Employer will notify and bargain with the Union over (1) whether this Agreement should cover the new operation, (2) and whether the Employer should recognize the Union as the collective bargaining representative of the employees working in the new operation.

### **18. Student Seniority: (NEW LANGUAGE)**

Students who cease employment because of their education will maintain their seniority on their return to work

### **19. Family and Medical Leave Act: (NEW LANGUAGE)**

(a) The Employer agrees that when it has notice of information indicating that workers may be eligible for Family and Medical Leave Act (FMLA) leave or any state or local family and medical leave, the Employer will advise all such workers of their possible eligibility and all requirements they must comply with in order to use such leave. The Employer's failure to fully advise workers of their possible eligibility or the requirements for such leave will be construed against the Employer in disputes over the use of such leave.

(b) The Employer agrees that a worker may use 12 work weeks of FMLA leave over a 12-month period commencing when the worker first begins FMLA leave.

(c) The Employer agrees that workers have the option to use other leave under this Agreement before or after using FMLA or state or local family and medical leave.

(d) Employees who take FMLA leave or state or local family and medical leave based on the Employer's designation that the worker is eligible for such leave qualifies for all protections afforded by the law the Employer designates even if that designation turns out to be erroneous.

**20. Bargaining unit work: (CURRENT CONTRACT PG 42, ART 24 – THIS PROPOSAL IS TO REPLACE EXISTING LANGUAGE)**

All work and services related to the unloading, stocking, handling, moving, ordering, delivering or selling of the Employer's merchandise or services will be performed only by bargaining unit workers. For any violation of this provision where it cannot be determined which worker should have performed the work, the Employer will pay the most senior worker working at the time of the violation 4 hours straight-time pay.