

**Arrowhead Retail Grocers Alliance  
Employers' Proposal  
March 6, 2019  
Local 1189 Contract**

**Proposals Common to Grocery Unit and Meat Unit**

1. Contract realignment: "Wall to wall" agreement (one contract) combined Grocery Unit and Meat Unit. Alternatively, move designated full-time employees to Meat Unit contract, with modifications to incorporate relevant provisions of the grocery contract applicable to full-time employees.

2. Add the following language to paragraph 3.3 (Dues Checkoff):

"The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against Employer as a result of any action taken or not taken by Employer pursuant to any dues checkoff authorization or communication from the Union related thereto under the provisions of this article."

3. Add the following as a new paragraph 3.5 (Union Security):

"Market Recovery Program

Within ninety (90) days following ratification of this Agreement, the Union shall establish a Market Recovery Program (MRP) intended to improve members' ability to secure and retain bargaining unit work. The Union will give the Employer the opportunity to comment on the Union's MRP prior to implementation. The MRP shall become fully operational in the event a nonunion, non-signatory competitor (Competitor) enters the markets covered by this Agreement. The MRP shall provide that upon a Competitor formally announcing plans or filing for construction permits with local government, the Union shall immediately commence funding the MRP by diverting 25% of employee union dues, as they are collected, to a Market Recovery Fund (MRC) to be used solely by the Union for:

- assisting the employers signatory to this Agreement impacted by new nonunion competition by subsidizing the employer for affected employees' wages;
- procuring print and media advertisements promoting the Employer's union labor force and discouraging patronage of the Competitor;
- covering costs incurred by the Union for area standards/informational bannerings involving the Competitor;

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- Other Union activities directed at preserving or recovering bargaining unit work and market share for the effected employers signatory to this Agreement.”
4. Modify paragraph 4.1 (Basic Workweek) to delete time and half pay after eight (8) hours.
  5. Article 4 (Meat) and Article 4A (Grocery) Delete Sunday Operations language and make Sunday operations like any other day of the week.
  6. Delete this sentence in paragraph 4.2 (Meal Periods):  
 “No Employee shall be scheduled to work in excess of five (5) hours without a meal period” [Obsolete language – Employer is not scheduling these meal periods and employees are not requesting them.]
  7. Modify paragraph 4.7 to increase written day off requests deadline from 3 days to 5 days.
  8. Delete paragraph 5.16 (Active Ballot Club Checkoff) [this checkoff is rarely used by employees.]
  9. Article 8: Harmonize vacation and personal day provisions with sick and safe time provisions of applicable law. Proposal to be presented and discussed as negotiations progress.
  10. Modify paragraph 8.11 to provide for four (4) vacation blockout weeks.
  11. Add the following language as a new paragraph 8.18 (Vacations):  
 “Employer may require employees to use accrued vacation time in a minimum of four (4) hour increments for any approved absence.”
  12. Delete paragraph 9.2 (Holidays falling on Sunday)
  13. Delete grandfathered Good Friday pay (para 9.7)
  14. Remove “except for bona fide illness” from paragraph 9.12 (Grocery) and 9.13 (Meat).
  15. Delete grandfathered Christmas Eve pay from paragraphs 9.14 and 9.15 (Grocery); paragraphs 9.15 and 9.19 (Meat)
  16. Modify the Christmas workweek definition to eliminate the grandfathered 29 hour workweek. (paragraphs 9.8 through 9.10)
  17. Add to 12.3 (Employment Termination):  
 “The Employer may, in its sole discretion, assess a lesser penalty on an individual

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Employee where discharge without warning notice is appropriate based upon the Employee's culpability, involvement, responsibility, mitigating special circumstances, or other relevant criteria. The lesser level of discipline short of immediate termination of employment shall not be subject to the arbitration provision of this Agreement and shall not establish any precedent or past practice. However, this will not preclude the processing of a grievance to arbitration on the question of whether an Employee, in fact, engaged in such activity."

18. Modify last sentence of paragraph 13.1 to read:

"The Employer shall not be required to pay back pay grievance for more than a ~~ninety (90)~~ sixty (60) day period prior to filing of the grievance."

19. Add sentence to 14.1G (arbitration language):

"In the case of discipline involving back pay, the Arbitrator shall apply the principles of mitigation of damages."

20. Add sentence to 17.1 (Jury Duty):

"In no event shall the total pay exceed forty (40) hours pay at the Employee's regular straight-time hourly rate of pay."

21. Incorporate, update or delete, as appropriate, letters of agreement.

#### **Proposals specific to Grocery Unit**

22. Delete "successor employer" and "sale of business" language (Grocery – para. 2.3 and 2.3a)
23. Delete paragraph 10.15 (Scheduling by Seniority) relating to part-time employees.
24. Delete paragraph 13.2 (Willful Denial of Wages).

#### **Proposals specific to Meat Unit**

25. Replace paragraph 1.2 Management Rights with paragraph 1.2 language from Grocery Unit contract:

**"Management Rights.** All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include but are not

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limited to the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store. No alleged past practice or industry practice shall be binding upon any Employer signatory hereto unless memorialized in writing by the parties and signed by the Union and the Employer."

26. Delete paragraph 8.9 (Grandfathered part-time non-food handler vacation) [obsolete; there are no employees in this classification]
27. Add the following sentence to paragraph 10.6 (intra-city seniority). "For purposes of contract administration Duluth and Superior shall be considered one 'town'." Current Duluth and Superior employee seniority lists shall be 'dovetailed.'"

#### **Other Proposals**

28. Comprehensive Health and Welfare/Pension/Wage proposal to be presented and discussed as negotiations progress.

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