

## GELSONS

### CONTRACT SETTLEMENT – MAY 2022

### ALL LOCAL UNIONS RECOMMEND A “YES” VOTE TO ACCEPT THIS HISTORIC AGREEMENT

#### WAGES:

- \$4.25 over the 3-year agreement for top rate Food Clerks, Meat Cutters, GM/Meat Clerks, E-Commerce Clerks and Pharmacy Technicians
  - \$2.00 effective 3/7/22 – this is retroactive to the expiration of the 2019-2022 contract;
  - \$1.00 effective 3/6/23
  - \$1.25 effective 3/4/24.
- All GM/Meat Clerks who have reached their 8<sup>th</sup> anniversary and have reached the top GM/Meat Clerk rate of pay will be entitled to an additional wage increase of \$1.00 per hour:
  - This wage increase will be effective 9/1/22
  - Everyone who qualifies for this increase as of 9/1/22 will also receive a \$500 bonus in lieu of retroactivity for this \$1.00 increase
- Clerks Helper: \$0.95 increase effective 3/7/22

#### PROGRESSION STEPS:

- All Food Clerks, GM/Meat Clerks in the progression steps will receive a wage increase ranging from \$0.95 to over \$3.00 retroactive to 3/7/22.
- Hours required in Progression Steps reduced from 9880 hours to 8400 hours for Food Clerks and from 9000 hours to 7700 hours for GM Clerks. Employees will reach the top rate of pay sooner than in the 2019-2022 contract.

#### HOURS GUARANTEE:

- 28-hour minimum weekly guarantee for all fully available part-time employees except Clerks' Helpers and Meat Cutters. Part-time workers who are not fully available are still entitled to 24 hours per week.
- If a store must be temporarily closed due to unforeseen circumstances (fire, earthquake, civil unrest), the Company will offer employees the opportunity to work at another store to maintain guarantee of hours

#### HOLIDAYS:

- **Holidays for Employees hired after 2004:** Starting in 2023, New Hires will be entitled to holidays as follows: Christmas after an employee has completed their probationary period; Thanksgiving after an employee has worked six (6) months; 4th of July, Labor Day, New Year's Day and Memorial Day after completing one (1) year of employment.
- For holidays not worked, all eligible part-time employees shall receive holiday pay up to eight (8) hours prorated to the number of hours worked in the holiday week up to forty (40) hours.

#### BENEFIT IMPROVEMENTS:

- Health Benefit improvements
  - Dental: Cover Implants (as major @70%) and increase annual maximum to \$2,000 for Platinum Plus, Platinum, Gold, and Silver Participants;
  - Vision: Increase annual maximum to \$200 for Platinum Plus, Platinum, Gold, and Silver Participants;
  - Disability Extension – Provide 6-month disability extension for Platinum Plus, Platinum, Gold, and Silver Participants;
  - HMO: Add another HMO as an option for Platinum Participants; and
  - Courtesy Clerks: Reduce initial eligibility for courtesy clerks to 12 months.
- No changes to pension

**OTHER CONTRACT IMPROVEMENTS:**

- Department Head definition no longer requires the ability to influence hiring and discipline decisions. This allows more workers who perform department head duties to be eligible for the \$1.00 premium.
- Bereavement Leave can be taken up to 45 days after death

**SAFETY AND SECURITY IN THE STORE:**

- New Safety Committee Language

Section 1. The Employer agrees that it will continue to provide a safe and healthy workplace and agrees to appropriately address any unsafe condition or safety or health hazard to the extent reasonably possible. 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 properly brought to its attention and to the extent reasonably possible to promptly remedy all hazards and unsafe conditions its investigation reveals. The Employer will furnish, at its expense, all safety and protective equipment required by applicable laws and agency regulations.

Section 2. Each store's already established Health and Safety Committees shall continue to function under Gelsons' Safety program. The Committees shall include at least two (2) bargaining unit representatives, at least one of whom shall be chosen by the union from that store and who shall be included in meetings and/or other activities of the Committee. Committee members shall be paid by the Employer for time spent at monthly Health & Safety meetings. The Employer may limit the time to two (2) hours per month. The committee may include at least two (2) company representatives as well.

Section 3. Committee members shall inspect facility conditions and bring any hazards or unsafe conditions to the Company's attention. Review and monitoring of the Employer's Disaster and Evacuation plan will be considered a function of the Committee. The Company agrees to appropriately address hazards and unsafe conditions that Committee members bring to its attention promptly and to the extent reasonably possible.

Section 4. In the event an employee encounters an unsafe situation, the employee should first contact the Store Director or the Assistant Store Director to make them aware of the situation. If no action is taken, or the supervisor's response is unacceptable to the employee, the employee may address their concern with the Committee.

**MINIMUM WAGE SIDE LETTER:** Improved to require at least \$0.25 between steps effective 1/1/23.

**TERM OF NEW AGREEMENT: MARCH 7, 2022 THROUGH MARCH 2, 2025**

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