

2025 Joint H&W Proposals to Local 663  
Presented on January 16, 2025 at 9:15am

These proposals are offered by the following grocers, who are jointly meeting on a coordinated basis with UFCW Local 663 to negotiate over Health and Welfare matters of common concern to them:

- Kowalski's Companies
- Jerry's Enterprises
- Shakopee Cub Foods
- Cub Foods
- Knowlan's/Festival Foods
- Lunds & Byerlys
- Haug Companies

These grocers have not consented to multi-employer bargaining; instead, they are coordinating their bargaining for their respective collective bargaining agreements with Local 663, which remain distinct from each other. If agreed, the proposals herein would form part of each of these respective collective bargaining agreements. These grocers make these proposals in a good faith effort toward reaching negotiated successor contracts to their respective collective bargaining agreements with Local 663 that expire in early March 2025. Any agreement as to a specific proposal is considered to be a tentative agreement subject to the final agreement between each grocer and Local 663 concerning all matters related to that grocer's negotiations. Each grocer reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

## Article 15: Health and Welfare

- A. Health & Welfare Fund:** The Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (the "Fund") is jointly administered by Union Trustees and Employer Trustees. The Employer is bound by the existing Trust Agreement covering the Fund and any amendments thereto to the extent they do not conflict with this Agreement. The Employer agrees to pay into the Fund contributions on behalf of any employee who meets the eligibility criteria outlined below. The benefit plans are as agreed upon by the Employer Trustees and Union Trustees and will remain in effect for the life of the Agreement. Benefits may be modified by mutual agreement of the Board of Trustees unless it conflicts with the eligibility terms of this Agreement.
- B. Benefit Commencement:** Newly eligible employees that elect coverage specified in Article 15(D) under the Minneapolis Retail Meat Cutters and Food Handlers (MRMC) Health and Welfare Plan (the "H&W Plan") shall have coverage commence the first day of the calendar month following the calendar month the Fund receives contributions on the employee's behalf.
- C. Benefit Elections:** The H&W Plan Administrator shall administer the benefit election process directly with employees for newly eligible employees, open enrollment, and qualified mid-year election changes unless the Employer elects to administer some portion of the benefit election process, in which case it will notify the H&W Plan Administrator of employee elections. Newly eligible employees shall have 30 days to make their benefit elections from the date they begin employment in an eligible classification.
- D. Benefit Coverage Options:**
- Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), or Family.
  - Modified part-time employees are eligible to elect one of the following tiers of coverage: Single or Single and Child(ren). Employees who wish to purchase Single and Child(ren) coverage will be required to contribute the difference in premiums between Single and Single and Child(ren) coverage with the Employer's contribution capped at the Single coverage rate.
  - All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits (e.g., Doctor on Demand, Dental, Vision, Life, and AD&D) that provide single coverage for themselves.
- E. Open Enrollment:** Pursuant to the H&W Plan rules, eligible employees will annually have the opportunity to elect or change coverage under the H&W Plan effective the following January 1. Should an eligible employee elect or change coverage during the annual open enrollment period, the Employer must begin contributions in December, so long as the employee had actual hours worked in November, for coverage to begin January 1. Employees who are already enrolled and do not need to modify their coverage election in H&W Plan do not need to take any action during the annual open enrollment period to continue their existing coverage. Open enrollment for Health & Welfare and Ancillary benefits will occur annually. The H&W Plan Administrator shall notify the Employer of all new or changed benefit elections no later than October 15.
- F. Qualifying Life Event:** Pursuant to the H&W Plan rules, eligible employees will have the opportunity to elect or change coverage under the H&W Plan should they experience a qualifying life event in accordance with applicable law.
- G. Benefit Contributions:** The Employer agrees to contribute to the Fund on the basis of employee classification as follows:

- Full-time employees for each week the employee actually worked, or was on PTO<sup>1</sup> or FMLA, with contributions commencing in the first full week of the first month following the month the employee was hired.
- Modified part-time employees for each week the employee actually worked, or was on PTO<sup>2</sup> or FMLA, with contributions commencing in the first full week of the eighth month following the month the employee was hired.
- All other part-time (including courtesy and custodial employees) for each week the employee actually worked or was on PTO<sup>3</sup> or FMLA, with contributions commencing the first full week of the second month following the month the employee was hired.

The Employer may, at its option, begin contributing to the Fund earlier than required by the foregoing for any employee who transfers within the Employer from outside the bargaining unit.

Benefit contribution rates are as follows: <INSERT COST><sup>4</sup>

A pre-tax plan for employee contributions will be implemented by the Employer. If an employee at any time ceases to allow the Company to deduct the employee's share of the Fund contributions the Company will no longer be required to make contributions to the Fund on the employee's behalf. The Employer and employee will not have to pay contributions into the Fund should the employee not elect benefit coverage.

The Employer shall not be responsible for any additional benefit costs for the term of this Agreement.

- H. Termination of Contribution at Employment Separation:** Upon end of employment, regardless of reason (e.g. retirement, layoff, termination), the final contribution remitted to the Fund on the former employee's behalf shall be in the calendar month following the month in which the employee last incurred actual hours worked.
- I. Remittance:** The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator. The Employer will collect the Employee contribution for each week an employer contribution is due if the Employee was given a paycheck for the payroll period with sufficient net earnings to pay the Employee contribution. If the Employer did not issue a paycheck to the employee or the employee's paycheck does not have sufficient net earnings to pay the employee contribution, then the employee is responsible for remitting the employee contribution directly to the Fund.

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<sup>1</sup> This will vary by employer. Some have vacation instead of PTO, and some have a waiting period.

<sup>2</sup> Same as footnote 1.

<sup>3</sup> Same as footnote 1.

<sup>4</sup> Kowalski's contract to include: Full-time and modified part-time employees who currently have coverage through the H&W Plan as July 29, 2023 will not make any weekly contributions from July 30, 2023 through June 21, 2025 but employee contributions shall resume on June 22, 2025.