

# Haug Companies Proposals Provided to UFCW Local 663 on February 27, 2025

- 1) **Term of Contract (also Article 32: Term of the Agreement)** – propose a four (4) year contract from the date of ratification\* through March 3, 2029.

\*Initial wage increase is retroactive for up to one week from the first Sunday after ratification if ratified after contract expires and is effective early if ratified before contract expires.

- 2) **Section 2.5 (F)**

The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if a new hire and/or employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid until the employee or employer requests a the agreement to end or change or the agreed upon time period has lapsed, at which time a new written request must be submitted by the employee for the Employer's approval. If no new written request is submitted and approved, employee must provide updated and suitable availability to allow Employer to schedule respective minimum hours for their classification. All ~~such~~ approved requests shall be promptly sent to the Union maintained by Employer at the store and available to the Union upon request. ~~and a~~ Any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(I).

- 3) **Section 4.6**

Vacation schedules in each store shall be posted by January 1 and vacations selected on the basis of seniority by February 15th of each year. The Employer may black out the sales weeks of Thanksgiving, Christmas, and the 4<sup>th</sup> of July. The approved vacation schedule shall be posted in each market by March 15 of each year for the following twelve (12) month period to March 15th. Employees who fail to select vacations by February 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

...

- 4) **New Language Section 4.8 – Vacation Use**

Effective upon ratification, employees must use all vacation time earned during the anniversary year in which it is allocated, except that employees shall be authorized to roll over a maximum of one year's worth of vacation time based on years of service. However, an employee who rolled over more than one year's worth of vacation on their anniversary date prior to ratification of this Agreement may roll over up to that amount of vacation in each anniversary year during the term of this Agreement.

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Any carried over vacation pay due to an employee termination will be paid at the wage rate effective as of March 2, 2025, or at the rate of the year in which it was earned thereafter. Active employees' vacation will be paid on a first earned basis.

5) **New Language Section 4.9**

The Employer may, at its discretion, increase the types or amounts of paid or unpaid leave it offers, loosen the requirements for using paid or unpaid leave, and change or implement policies related thereto; when doing so assists it in complying with law.

6) **New Language Section 5.6 City, State or Federal Wage and Other Wage Increases:**

Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression will be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, that employee will not receive the scheduled wage progression.

In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in minimum wage, the wage rate for all employees below the minimum wage will be raised to the new minimum wage. The employer may apply greater hour wage increases at its discretion to address wage compression.

7) **Article 11: Leave of Absence**

Section 11.2: Union Leave. An employee with at least one (1) year of seniority, who is elected or appointed to a full-time Union office, shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year. Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union. Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies), stating the starting and ending time for such leave:

The Employer shall not be required to give a leave for more than one (1) employee from each store:

The Employer, at its sole discretion, may grant a request for a leave of absence from an employee who is elected or appointed to a Union Office to perform Official Union Business. The Union will provide a 30-day minimum notice of the request to the Employer stating the starting and ending time for such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave.

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8) **Section 11.6: SPUR (Special Project Union Representative) Leave:**

~~A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a 30-day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health & Welfare and Pension programs as provided by the agreement during this leave of absence. The Employer would provide this leave without loss of seniority. For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union. The Employer, at its sole discretion, may grant a request for a leave of absence, for an employee requested by the Union to assist the UFCW International or UFCW Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a minimum 30-day notice of the request to the Employer stating the starting and ending time of such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave.~~

9) **New Language – Section 11.11 Minnesota Paid Family Medical Leave Act (MNPFMLA)**

Upon implementation of the State of Minnesota Paid FMLA law, the employer retains the right to deduct payroll taxes to the maximum amount allowed by state Paid Family Medical Leave legislation or implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan, however it sees fit provided it receives commissioner approval.

11) **Article 14: Pension**

1. The Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Legacy Plan) will be frozen for all accrued benefits after February 28, 2019. Existing Legacy Plan participants will continue to earn vesting service and credited service for benefit eligibility purposes pursuant to the terms of this Article.

2. The Employer shall continue to make contributions to ~~the~~ Legacy Plan that requires contributions to increase by 5.0% effective March 2, 2025; 5.0% effective March 1, 2026; 5.0% March 7, 2027; and 5.0% March 5, 2028 for all active employees in classifications for whom they have previously made contributions to the Legacy Plan and for future active newly hired employees (who are in classifications for whom contributions have been made under the Legacy Plan pursuant to the prior CBA—March 5, 2023 to March 1, 2025) who are participants in the Variable Annuity Plan (VAP) Plan. Specifically, the employer contribution rates to the Legacy Plan will increase according to the following schedule:

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Weekly Contribution Rates	Effective March 2, 2025	Effective March 1, 2026	Effective March 7, 2027	Effective March 5, 2028
Full-time:	\$167.56175.94	\$167.56184.73	\$167.56193.97	\$167.56203.67
Part-time:	\$54.6557.38	\$54.6560.25	\$54.6563.26	\$54.6566.43

The Full-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above for each week when such employee has worked thirty-two (32) or more hours ~~or thirty (30) or more hours (for those employees on the four (4)-ten (10) hour workweek)~~ excluding hours worked on Sundays and holidays, except for floating and banked holidays.

The Part-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above (excluding retirees who are receiving a UFCW Local 663 pension, Courtesy and Custodial and Group 3 part-time employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).

The Employer agrees to make contributions to the same pension fund on behalf of its Classified Assistants and Retail Specialist employees on the same basis as provided ~~for in Section C of this Article~~ ~~above for full-time employees~~, provided that in the case of these employees, hours worked on Sundays (but not holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for each week.

In the event that a modified part-time or regular part-time employee, on whose behalf a Legacy Plan pension contribution was being made, retires, quits or is terminated and is not replaced, then the Employer will pay a contribution on behalf of the most senior Group 3 part-time employee at the rate in Paragraph 2 above. The intent of this provision is to maintain Legacy pension funding for the life of this contract. This provision will not be applicable, however, in the event of a store closure.

4. Employers will make contributions to the Variable Annuity Pension Plan (VAP Plan) for all current active employees and future active newly hired employees in classifications for whom contributions have been made under the prior CBA. The following Employer contribution rates will be made to the VAP Plan:

Weekly Contribution Rates	Effective January 1, 2024	Effective March 2, 2025	Effective March 1, 2026	Effective March 7, 2027	Effective March 5, 2028
Full-time:	\$38.58	\$38.58	\$38.58	\$38.58	\$38.58
Part time:	\$14.94	\$14.94	\$14.94	\$14.94	\$14.94

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5. All current active and future active employees (excluding Group 3 Part-time, Courtesy/Clean Team and Retirees who are receiving a Legacy Plan pension) are eligible for coverage under the VAP Plan. All current active employees will bridge their vesting service between the Legacy Plan and the VAP Plan.

6. ~~Effective January 1, 2023, t~~The annual benefit accrual of the VAP Plan for employees will be as follows:

	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028
VAPP Accrual Rate	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

The service and vesting provisions of the VAP Plan will be the same as the Legacy Plan. The death benefit and disability benefits of the VAP Plan will be the same as the Legacy Plan. The forms of retirement benefit options of the VAP Plan will be the same as the Legacy Plan.

7. The Normal Retirement Age of the VAP Plan will be age 65. Eligibility for Early Retirement will be the same as the Legacy Plan with benefits reduced 6.0% per year for each year of retirement commencement prior to Normal Retirement Age. For example, if a pension-eligible employee retires at age 61, the employee's pension benefit shall be reduced by 24% {(retirement commenced 4 years prior to age 65) x 6% reduction per year}.

8. All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance benchmarked to a hurdle rate of 5.5%.

9. Annual increases in accrued benefits will be capped at 3.0% above the hurdle rate. Any surplus increase in fund revenue based on investment performance above the 3.0% capped annual benefit adjustment will be allocated to a Stabilization Reserve. The purpose of the Stabilization Reserve is to support the maintenance of accrued benefits (for both actives and retirees) in years in which the investment return is less than the hurdle rate and which would normally cause a decrease in the accrued benefit. The Stabilization Reserve will be governed by the board of trustees of the VAP Plan according to the intent of this paragraph within the economic limits of the reserve's finances. ~~The Stabilization Reserve of the VAP Plan will be pre-funded by reallocating funds from the Legacy Plan Contribution based on the following schedule. (This reallocation of contributions requires that the Legacy Plan Rehabilitation Plan contribution increases will be 3.0% for years 4-10 of the Rehabilitation Plan according to the Plan Actuary.)~~

10. Upon retirement, employees eligible for pension benefits pursuant to the VAP Plan will have the option to choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance. For employees who leave their employment for any reason prior to retirement, the accrued benefits will

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remain variable until retirement, at which point the employee may choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance.

11. An Employer may withdraw from the Legacy Plan during the term of this agreement and pay its allocated withdrawal liability without any requirement that the Employer negotiate with the Union regarding such withdrawal. The Employer agrees that it will continue to participate in the VAP Plan pursuant to the Collective Bargaining Agreement.

The Employer agrees that it will make available to employees who have completed the probationary period the option to contribute to an Employer-sponsored 401(k) retirement savings plan or have the option to offer a Roth Plan, subject to the conditions and requirements of that plan. It is understood that the Employer itself will have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

12. The Employer is not required to make contributions to the Legacy or VAP Plans after termination of employment (e.g. on vacation pay-outs after termination).

13. The trustees shall provide the Employer and Union quarterly updates.

14. The Employer and Union agree to direct the trustees to conduct RFPs commensurate with the vendors' next contract renewal.

**10) Article 15: Health and Welfare:**

~~A.—The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty-two (32) or more hours (full-time), exclusive of hours worked on Sundays and holidays, except for floating and banked holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee (excluding Courtesy, Custodial, Regular part-time and Group 3 part-time employees) working less than thirty-two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.~~

~~The Employer agrees to pay contributions into the same Health and Welfare Fund on behalf of its Classified Assistant and Retail Specialist employees on the same basis as provided in Section A of this Article except that, in the case of such employees, hours worked on Sundays (but not on holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.~~

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The Employer will make contributions for Ancillary Benefits (Doctor on Demand, Dental, Vision, Life and AD&D) for Regular Part-time, Group 3 Part-time and Carryout and Maintenance Part-time employees who choose to opt-in for the benefit. New hires will have a ninety (90) day open enrollment period from their date of hire. An annual open enrollment will be held the months of January and February for all eligible employees. The Employer will make contributions to the Fund for Ancillary Benefits after a ninety (90) day waiting period for new hires. The Employer will make contributions to the Fund for Ancillary Benefits the month after the open enrollment period for current employees:

The schedule of contributions for the Employer is as follows:  
(Also, see chart in Appendix F)

Effective March 5, 2023 through March 3, 2024:  
Full-time employees: \$239.83 per week  
Modified part-time employees: \$143.32 per week  
Ancillary employees: \$5.58 per week

Effective March 3, 2024 through March 2, 2025:  
Full-time employees: \$257.82 per week  
Modified part-time employees: \$153.84 per week  
Ancillary employees: \$5.76 per week

B.—The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions. In the event that an employee should “opt out” of coverage, then there will be no employer nor employee contribution due on their behalf.

Effective March 5, 2023 through March 1, 2025:  
Full-time Employees: \$30.00 per week  
Modified Part-time Employees: \$15.00 per week  
Regular Part-time, Group 3 Part-time, Courtesy and Custodial Part-time Employees: \$1.00 per week

C.—Modified part-time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the Employer paid part-time contributions and the full-time contributions, as set forth above.

D.—The Employer agrees to make the health and welfare contributions for full-time employees and Retail Specialist employees only who work thirty (30) or more hours during the week.

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- E.—The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees be maintained for the life of this labor Agreement. Benefits may be modified by mutual agreement of the Board of Trustees.
- F.—The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.
- G.—The Employer agrees to pay the weekly health and welfare payment for those modified part-time employees with five (5) years or more service, with the same Employer, when said part-time employees are on a paid vacation.
- H.—The Employer agrees to make weekly health and welfare contributions on all participating employees (full-time employees and modified part-time employees in accordance with Paragraph H above) for all earned or accrued vacation and holidays, provided that in no case shall there be more than fifty-two (52) weeks of contributions in any anniversary year on behalf of any employee (as in the case where an employee chooses to work and take pay in lieu of earned vacation).
- I.—The Employer agrees to pay the weekly health and welfare payment for those part-time employees with two (2) years or more service, with the same Employer, when said part-time employees are on a paid vacation.
- J.—MRMC Health & Welfare contributions will be redirected for a temporary period that will draw down the current unencumbered (free) reserves of the MRMC H&W Fund by \$7.65 million. The Employer's share of redirected contributions, as calculated by Wilson McShane, will be directed to the MRMC Pension Fund over the course of this two (2) year collective bargaining agreement, beginning March 5, 2023 and expiring March 1, 2025

**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 except as may be modified by agreement of a majority of the Board of Trustees, which shall not conflict 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.

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**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. 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 for employees electing coverage on the basis of employee classification as follows:

- Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- Modified part-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation (for those

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modified part-time employees with five (5) years or more service with the same Employer), bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.

- All other part-time (including courtesy and custodial employees) for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation (for those part-time employees with two (2) years or more service with the same Employer), bereavement leave, jury duty, or holidays; with contributions commencing the first full week of the second month following the month the employee was hired or moved into that classification.

The Employer may, at its option, begin contributing to the Fund earlier than required so as to provide coverage sooner than as prescribed above.

Benefit contribution rates are as follows:

#### Weekly Health & Welfare Cost

<u>As of first reporting period following ratification</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
FT – Family	\$257.82	\$30.00	\$287.82	89.6%	10.4%
PT Mod. – Single Only	\$153.84	\$15.00	\$168.84	91.1%	8.9%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

<u>As of 1/1/2026</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
FT – Single	\$148.73	\$16.53	\$165.26	90.0%	10.0%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.0%	10.0%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.0%	10.0%
FT – Family	\$513.13	\$57.02	\$570.15	90.0%	10.0%
PT Mod. – Single Only	\$148.73	\$16.53	\$165.26	90.0%	10.0%
Ancillary	\$6.70	\$0.75	\$7.45	90.0%	10.0%

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<u>As of 1/1/2027</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
<u>FT – Single</u>	<u>\$148.73</u>	<u>\$16.53</u>	<u>\$165.26</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Single + Spouse</u>	<u>\$304.91</u>	<u>\$33.88</u>	<u>\$338.79</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Single + Children</u>	<u>\$297.47</u>	<u>\$33.05</u>	<u>\$330.52</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Family</u>	<u>\$513.13</u>	<u>\$57.02</u>	<u>\$570.15</u>	<u>90.0%</u>	<u>10.0%</u>
<u>PT Mod. – Single Only</u>	<u>\$148.73</u>	<u>\$16.53</u>	<u>\$165.26</u>	<u>90.0%</u>	<u>10.0%</u>
<u>Ancillary</u>	<u>\$6.70</u>	<u>\$0.75</u>	<u>\$7.45</u>	<u>90.0%</u>	<u>10.0%</u>

<u>As of 1/1/2028</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
<u>FT – Single</u>	<u>\$148.73</u>	<u>\$16.53</u>	<u>\$165.26</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Single + Spouse</u>	<u>\$304.91</u>	<u>\$33.88</u>	<u>\$338.79</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Single + Children</u>	<u>\$297.47</u>	<u>\$33.05</u>	<u>\$330.52</u>	<u>90.0%</u>	<u>10.0%</u>
<u>FT – Family</u>	<u>\$513.13</u>	<u>\$57.02</u>	<u>\$570.15</u>	<u>90.0%</u>	<u>10.0%</u>
<u>PT Mod. – Single Only</u>	<u>\$148.73</u>	<u>\$16.53</u>	<u>\$165.26</u>	<u>90.0%</u>	<u>10.0%</u>
<u>Ancillary</u>	<u>\$6.70</u>	<u>\$0.75</u>	<u>\$7.45</u>	<u>90.0%</u>	<u>10.0%</u>

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

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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.

Remove Appendix E.

## 12) Article 16: Arbitration

**Section 16.1:** Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for vacation, holiday, jury pay and bereavement pay.

**Section 16.2:** Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Federal Mediation and Conciliation Services (FMCS) shall be called upon to furnish a panel of ~~five (5)~~seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, from which the arbitrator will be selected.

The panel of ~~five (5)~~seven (7) arbitrators furnished by the Federal Mediation and Conciliation Services (FMCS) will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

**Section 16.3:** The expense of the arbitrator shall be divided equally between the Employer and the Union.

**Section 16.4:** There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

**Section 16.5:** Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, ~~may~~will result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

- (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance.
- (B) If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a panel from the Federal Mediation and Conciliation Service (FMCS).

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- (C) The arbitration ~~bearing~~hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such ~~h~~hearing or unless the arbitrator is not available within such period.

In each of the above steps, the days referred to are working days.

**13) Article 28(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 unless the Employer learns that there was an error or omission on the I-9 form that was completed at the time of hire.

**14) New Article 29: Management Rights** (re-number subsequent articles)

The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement. This Agreement shall be interpreted as if every possible right of management is expressly included herein. The parties agree that their decision not to list other rights or the above rights in more specific detail is for the sake of brevity only and shall not be construed as a limitation on the Employer's right and ability to unilaterally exercise such rights. The Employer's exercise of such rights shall not be subject to bargaining or the grievance/arbitration provisions of this Agreement unless the exercise of such rights violates a clear and express provision of this Agreement.

**15) Appendices B, C, and D: Wages** (remove existing appendices and replace with the attached)

**16) Side Letter of Understanding.** Renew side letter of understanding dated Feb. 2, 2024 regarding employees with special needs.

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