*** Wages and all terms of a final TA retroactive to CBA expiration date in 2025 ***

1) Wages

- Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI
 - A) See wage scales <u>Union 4 3.18.25</u>

Wage Differentials

A) Union Hold - Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI L&B: Increase from \$1 to \$2

<u>PT Supervisor</u> - \$2.00 shift differential for all hours scheduled for the shift when supervising 2 or more employees

- B) Union Modification Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI
 - MOD \$1.50 \$2.00 shift differential for all hours scheduled for the shift
 - Knowlan, Jerry's, UNFI, Radermacher's: TA 3/18/25 on \$1.50 differential for PT MOD
 - Haug's, Kowalski's, L&B: union proposal holds at \$1.50 differential for PT MOD
 - Need clarity are employers requiring FT to also take on MOD duties?

C) UNION WITHDREW 2/27/25 - Assistant Department Head classified as Traditional Full-time

- D) Union Hold Haug's, Knowlan's, L&B, Radermacher's, UNFI Kowalski's maintain current \$2 differential, Jerry's - maintain \$3 differential for prime times - both ERs agreed Deli - \$2.00 shift differential for all hours scheduled for the shift
- E) Union Modification Haug's, Jerry's, L&B, Radermacher's, UNFI Knowlan's, Kowalski's - Does not apply because stores are closed and no overnight employees <u>All hours worked between 10pm and 6am</u> - \$1.50 \$2.00 shift differential for all hours scheduled for the shift
- F) UNION WITHDREW 2/27/25 Training new hires Employees who train or shadow new hires will receive a \$2.00 differential for all hours scheduled for the shift
- G) UNION WITHDREW 2/27/25 Interpretation \$2.00 shift differential for all hours scheduled for the shift
- 2) Retirement Legacy Pension, Variable Annuity Pension (VAP), 401(k)

See Union Exhibits

A) <u>Legacy Pension</u> Union Hold Haug's, Knowlan's, Radermacher's, UNFI

- 1. The Rehabilitation Plan Update will adopt Reasonable Measures to enable the Fund to emerge from Critical Status in March 2040.
- 2. Based on an emergence date of 2040, the annual contribution rate increases effective beginning March 2025 will be 7.5% as calculated by the Fund actuary, Segal, in their February 6, 2025 report to the Board of Trustees, based on a 7.0% annual investment return.
- 3. Further, the Rehabilitation Plan Update will contain an annual floor dollar contribution requirement that must be contributed by each employer for each March 1 through February 28 period, effective March 1, 2025, that reflects the applicable contribution rate increase and the projected hours assumed by Segal for the Plan year ending February 2024. These annual floor dollar amounts were calculated by Segal under Scenario D5 in their February 6, 2025 report to the Board of Trustees based on 67,600 full-time weeks and 63,900 part-time weeks.

This annual floor dollar amount provision will be administered as follows: As soon as practicable after the end of each fiscal year, the Fund will determine whether each Employer contributed at least the floor amount for that 12-month period. Each Employer's share of the annual floor dollar amount will be based on the annual Estimated Withdrawal Liability for Individual Employers report prepared by Segal (the most recent report was issued January 8, 2025). If the Employer did not contribute at least the floor dollar amount, The Fund will send the Employer a "true up" invoice for the difference between the floor amount and the actual contributions paid. The Employer will pay the true-up amount in a lump sum within 30 days of its receipt of the invoice. If the Employer's actual contributions exceed the floor amount, there will be no credit or refund to the Employer.

4. If, due to market events, Segal projects the Fund will become insolvent in the future as opposed to emerging from Critical Status, the bargaining parties shall reopen the contract for the sole purpose of negotiating an appropriate adjustment to the contribution rates to allow for emergence from Critical Status in the future rather than projected insolvency.

B) Variable Annuity Pension Plan

Union Hold Haug's, Knowlan's, Radermacher's, UNFI

1. The 3.0% Cap on annual benefit improvement adjustments is removed effective January 1, 2025.

- 2. The accrual rate will increase from \$35.00 to \$39.50 for UNFI participants effective January 1, 2025.
- 3. The accrual rate will increase from \$25.00 to \$28.00 for all other participants effective January 1, 2025.
- 4. These benefit improvements require no increases in the current Employer contribution rates because of the current funding status of the VAPP and the magnitude of the Fund's Stabilization Reserve.

Union Hold Jerry's, Kowalski's, L&B

5. All Employers that previously withdrew from the MRMC Pension Fund prior to January 1, 2019 but continue to participate in the MRMC Health Plan will begin participation in the VAPP effective January 1, 2025. The Employer's contribution obligation to the VAPP will be the difference between the previously required contribution to the MRMC Pension Fund and the current employer contribution to the individual Employer's 401 (k) plan. For example, if the MRMC Pension Fund contributes \$1.00 per hour to a 401 (k) plan, the Employer shall contribute no less than \$1.00 per hour to the VAPP on behalf of applicable employees. Such employees shall continue to be covered by their Employer's 401 (k) vs. VAPP]

C) Establish Multi-Employer Defined Contribution Plan

Union Modification Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI

- 1. All FT and PT can participate includes Modified PT, Regular PT, Custodial / Courtesy (no longer an issue after conversion to Regular PT)
- Beginning June 2025, the Union with representatives of the employers will begin meeting to develop a Trust Agreement for a Jointly-Administered 401(k) plan. Such Plan would commence January 2026 and, for bargaining unit employees, replace any employer-sponsored plan.

3) Health & Welfare Union Modification

Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI <u>See Union Exhibits</u>

- A) <u>Replacement language</u> as provided by the Union for FT and PT eligibility
- B) Health Fund Reserves, Benefit Improvements and Shorter Waiting Period for Part-time

- The net asset reserves shall be reduced from the current 11.4 months of continuation value to 7.8 months of continuation value by February 2028. The Fund consultant, Segal, has informed us that 7.8 months of continuation reserve is a prudent and appropriate reserve for this Fund.
- 2. Initially, Fund assets will be reduced in the first two months of the new agreement beginning March 1, 2025 by an employer contribution holiday estimated to be equal to \$5.8 million. Employers shall begin paying breakeven contribution rates determined by Segal in their report dated February 21, 2025 as soon as the contribution holiday concludes. During the holiday period, the employers shall continue to submit reports to the Fund Office reflecting those employees eligible to receive coverage and such employees shall be eligible to receive coverage notwithstanding the holiday.
- 3. The break even contribution rates account for the following benefit improvements:
 - a. Vision exams covered at 100% effective January 1, 2026.
 - b. Dental annual maximum increased from \$1,250 to \$2,000 effective January 1, 2026.
 - c. The Medical deductible shall be reduced from \$750/\$2,250 to \$500/\$1,500 effective January 1, 2026.
 - d. The Medical Out-of-Pocket Maximum will be reduced from \$3,000/\$6,000 to \$2,500/\$5,000 effective January 1, 2026.
 - e. The Employer will fund a Health Reimbursement Arrangement (HRA) effective March 1, 2025 by contributing \$10.00 per week or \$43.33 per month per eligible employee. Employees can use their HRA account assets to pay for out-of-pocket expenses that they incur relating to claims otherwise covered by the Fund.
- 4. The Employer shall make monthly [or weekly (conditioned on #6 below)] contributions to the Fund on a composite basis. Such contributions shall reflect a waiting period of 6 months for part-time employees and the load factor for composite monthly contributions shall be adjusted by Segal to reflect the shorter waiting period.
- 5. The Employer shall cooperate with the Fund Office in providing the Fund Office with eligible employee information to allow for enrollment to be conducted by the Fund Office during periods of open enrollment and as employees become eligible for coverage during the year.

6. The Union will allow the Employer to elect weekly contributions to the Fund, provided, however, that the Employer either: a) make weekly contributions to fully match the monthly coverage provided (i.e. pay weekly contributions to match coverage, not necessarily matched to weeks worked), or b) the contribution rates include a load factor, as determined by Segal, to achieve breakeven rate equivalency.

4) Employee Discount

- A) Union Hold UNION EDITS: Employee Discount 30%
 - Haug's 10% all products
 - Jerry's Cub and Jerry's Foods 10% all products
 - Knowlan's 20% all products
 - Kowalski's 25% all products
 - L&B 20% all products
 - Radermacher's 10% all products
 - UNFI 10% all products

5) UNION WITHDREW 2/27/25: Employer provided meal from store during meal period

- 6) Scheduling and Hours
 - A) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI
 Does not include L&B, our understanding is this already is the practice
 All full-time and part-time employees will not be asked to be available:
 - For more than 2x the number of hours they seek to work (i.e. part-time employees will provide 48 hours of availability to be scheduled for 24; full-time employees will provide 80 hours of availability to be scheduled for 40) OR
 - For more availability than the employee provided at hiring
 - B) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI If employees in a department are on any form of leave or time off, paid or unpaid, those hours shall be made available for other employees (i.e. if 1 employee is on PTO for 3 days, they will be replaced in that department instead of department working short)
 - C) **UNION WITHDREW 2/27/25:** Flexibility for department heads to schedule according to the needs of each department and store, with equitable assignment of night shifts based on seniority and employee's availability
 - D) UNION WITHDREW 2/27/25: Discuss PT scheduling to improve work-life balance, retention and hiring
 - E) Union Hold Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI

Withdrew for Haug's 2/27/25

- No more than 2 night time shifts per week for full-time employees, unless by mutual agreement.
- Bookkeeping, receiving, bakery (exclude L&B) and pricing will not be scheduled for night shifts, unless by mutual agreement.
- F) **Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI** Employees will only be scheduled for more than 7 consecutive days in a row by mutual agreement.

Clarification for employers - i.e. workers report working 10 days straight, not by choice

- G) **Union Hold** Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI All part-time employees guaranteed 24 hours per week, unless waived by employee
- H) Union Hold Haug's, Jerry's, Knowlan's, L&B, Radermacher's, UNFI Kowalski's - TA 2/27/2025

Breaks - Employer will ensure scheduled hours do not lead to employees missing a second break, unless there are extenuating circumstances that require it (i.e. youth cannot work before / past certain time of day)

- I) UNION WITHDREW 2/27/25: Scheduling stability
- J) UNION WITHDREW 2/27/25: Attendance policy & grace period
- K) Employer shall supply to the Union an electronic copy of work schedules weekly. Entire weekly schedules for all associates and departments shall be provided in Excel spreadsheets and emailed as attachments to the Union.

Union Hold Haug's: Employer does not have HRIS in place to send Excel - Union counter: email clear PDFs of written schedules for the 2 Haug's stores Union clarification needed Jerry's: Employer proposal: The Employer will provide electronic copies of work schedules to the Union weekly. Clarify employer proposal - what is the format these will be provided?

Union clarification needed Radermacher's: Employer proposal: The Employer will provide electronic copies of work schedules to the Union weekly beginning within 6 months of ratification of this Agreement. Clarify employer proposal - what is the format these will be provided?

Union Hold Knowlan's: Rejected proposal Kowalski's, UNFI, L&B: N/A; already in the CBA.

- 7) Ratios The Employer shall reach at least:
 - A) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI

L&B: N/A

40% FT ratio by the end of this CBA (Employer shall make all necessary Fund contributions)

- B) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI 40% PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions)
- C) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI L&B: N/A

Increase PT top 24% to 30%

8) Wage Differentials

See Union 1 above

9) Cross training and working in more than one department Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI

- A) **Union Hold** Cross training and/or requiring employees to work outside their department will be by mutual agreement only
- B) Union Hold If cross training is mutually agreed to, the employee will be scheduled to shadow department leadership for at least 3 consecutive shifts before expected to work independently
- C) **UNION WITHDREW 2/27/25:** \$2.00 shift differential for all hours scheduled for the shift when employees are assigned to work in more than one department per shift

10) Union Counter - Transfer protections Union Hold Jerry's, Knowlan's, Kowalski's, L&B, UNFI Union withdrew 2/27/25 for Haug's & Radermacher's

Clarification - Union 10 A-E replaces/reformats current CBA language that reads "All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an Employer-initiated transfer. Temporary transfers may occur without notice as a result of an emergency situation arising in the business. No employee will be transferred as a means of discipline. The Employer shall take into account the circumstances of the affected employee in making transfer decisions."

A. The Employer agrees to give an employee 30 days notice of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business. Once transferred, an employee may not be transferred to another location for a period of twelve (12) calendar months unless by mutual agreement between the Employee, the Employer and the Union.

- B. The Employer will not transfer an employee as a means of discipline.
- C. The Employer shall consider the circumstances of the affected employee in making the transfer decision and will not create undue hardships for the employee.
- D. Non voluntary transfers will be by company-wide hire date in reverse seniority.
- E. Full-time employees may request transfers to a store closer to their home. Requests will be considered based on the following criteria: store staffing needs, store full-time staff balancing, potential openings and employee's experience and skill sets.

11) PTO / ESST / Leave

- A) Increase Bereavement
 - i. All full-time and part-time employees (excluding Group 3) on the seniority list shall be entitled to bereavement pay according to the following:
 - A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, stepparent, child or stepchild.
 - A maximum of three (3) two (2) days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild.
 - One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.

(i) If not already in the contract, ensure Group 3 can take bereavement

(ii) If not already in the contract, add stepparent to 4 days of bereavement

(iii) If not already in the contract, change from 2 to 3 days of bereavement for brother, sister, mother-in-law, father-in-law &

(iv) Add grandparent and grandchild to 3 days of bereavement

Haug's: Already has all other items & TA on 2/27/25 for adding stepparent for 4 days of bereavement

Union Hold Jerry's: Open to bereavement increases but depends on the total economic package.

Kowalski's: Already has all other items & **TA on 2/27/25** for adding stepparent for 4 days of bereavement

Union Hold UNFI: addition of stepparent to 4 days of bereavement

L&B: Already has all other items & **TA on 3/17/25** for adding stepparent for 4 days of bereavement

Radermacher's:

- Union Hold on addition of Group 3 to all bereavement items
- TA on 2/27/25 on addition of stepparents to 4 days of bereavement

Knowlan's: Already has all other items & **TA on 2/27/25** for adding stepparent for 4 days of bereavement

B) Holiday pay

- i. Union withdrew 2/27/25 Revisit designated paid holidays, add 1 more
- ii. Union Hold Holiday pay increased from 4 to 6 hours paid for all part-time
- iii. Part-time employees and courtesy / custodial / clean team are eligible for holiday pay after 90 days
 - N/A for Jerry's, already has 90 days for all PT and no c/c
 - N/A for Kowalski's, already has 90 days for all PT and c/c
 - Haug's, Radermacher's, Knowlan's : currently 1 year for all PT and courtesy/custodial/clean team - Union Hold on 90 days proposal for all PT and c/c
 - L&B, UNFI: currently 90 days for PT and currently 1 year for c/c Union Hold on 90 days for c/c

C) Union withdrew 2/27/25 - Vacation / PTO / ESST

12) Classifications

A) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Union edits: Part-time employees with five (5) or more years of service in each store shall be offered promotion to Modified part-time

Union Hold Knowlan's - Union edits: Modified part-time employees with ten (10) or more years of service in each store shall be offered promotion to full-time

B) Union Hold Knowlan's, L&B: Maintain Custodial / Courtesy / Clean Team, but move to PT scale

Radermacher's: Custodial / Courtesy / Clean Team - reclassified as Group 3 Part-time TA 2/27/2025

- C) **Union Hold Haug's, Knowlan's, UNFI** Group 3 - reclassified as Regular Part-time
- D) Union Hold Haug's, Jerry's, Kowalski's, Radermacher's Retail Specialist - reclassified as Classified Assistant

- E) Department Heads:
 - Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI All Department Heads shall be classified as Traditional Full-Time Food Handlers for purposes of Appendix A-1 "Food Handlers Sunday Clause."
 - ii) Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head.
 Union Hold Haug's & Kowalski's

UNFI, L&B, Radermacher's, Knowlan's, Jerry's: N/A, already in the CBA

- Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Ensure that all FT heads of departments are classified and paid as Department Heads (i.e. Pricing, Front End, E-Commerce, Floral, Gift, General Merchandising, Coffee, Cheese)
- iv) Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI Union edits: Any time a department manager is scheduled to work less than 5 days in their designated work week, a replacement will be identified and assigned to fill in as department manager and will fill out the Employer's designated replacement form. In this instance, the employee assigned to fill in as a department manager will receive department manager pay for each shift replacing a department manager.
- F) **UNION WITHDRAWS**: Training hours: When an employee is training as a higher paid classification, they shall be compensated at the higher classification for said hours.
- G) Full-time waiver

L&B - maintain at \$24.00 Kowalski's - maintain at \$23.50 Jerry's, UNFI - maintain at \$23.00

Union Hold Haug's, Knowlan's, Radermacher's - Amend full-time waiver rate to \$23.00 for the duration of the waiver period up to a maximum of one thousand two hundred (1,200) hours of said period. If an employee exceeds a maximum of 1,200 hours, the employee will become a Classified Assistant.

H) Maintaining seniority for students

N/A Kowalski's - language in CBA: Students who cease employment because of their education will maintain and continue their seniority on their return to work.
 Haug's, Radermacher's: Students who cease employment because of their education will maintain and continue their seniority on their return to work. and return to work within

twelve (12) months shall receive and continue to accrue seniority credit for actual time worked. The Employer has no obligation to rehire Employees subject to this provision. Jerry's, Knowlan's, L&B, UNFI: Students who cease employment because of their education will maintain and continue their seniority on their return to work. and return to work within twelve (12) months shall receive and continue to accrue seniority credit for actual time worked.

13) Safety and Wellbeing

- A) Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI
 Union Hold Employer shall update schedules and nametags of an employee once informed of a name change and with employee's consent
- B) Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Union Hold Employer will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials present a valid judicial warrant signed by a judge before admission to employee only areas at the worksite or access to employee records. Employer shall immediately notify UFCW 663 in the event of such an incident.

C) UNFI

Union Hold Employees will not be expected to participate in rodent or insect remediation.

14) Tools and Training

- A) Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Union Withdraw 3.18.25 Front end employees will be permitted to have a capped water bottle. (withdraw if there is an understanding that front end employees will be relieved as needed to get water as needed) Knowlan's willing to try out, agree does not have to be in CBA
- B) Union withdrew on 2/27/25: Bakery, Deli and Meat department employees will be provided non-slip fatigue mats
- C) Haug's, Jerry's, Knowlan's, Kowalski's, Radermacher's, UNFI
 Union Hold LOA to define details for creating a joint UFCW 663 and Employer program for Meat Apprenticeships & Job Training
 Haug's: invites further discussion regarding apprenticeship issues
 Knowlan's: open to discussion to allow UFCW 663 members to participate in MGA Carts to Careers Program and UFCW MN Certified Meat Cutter Program

L&B: Union Withdraw 3.18.25

UNFI: EEs can already participate in other apprenticeship programs available to them - Clarify: what are these available apprenticeships?

D) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Edit CBA language: In the event the employer introduces technological changes, which for the purpose of this article is defined as price marking and electronic scanners that would result in the elimination of bargaining unit work...

15) Check-off

A) Union Hold Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI Union will check in with designated Employer staff to determine processes and then language redlines needed.

All check-off remittances (dues, initiation fees, ABC) collected by the Company shall be promptly remitted to the Union no later than the 5th of the month following the month of such deductions.

16) Negotiating Committee Members

UNFI only: All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including: health insurance, retirement, PTO benefit calculations.