UFCW Local 663 Proposals to Knowlan's UNION 5 - March 26, 2025 @ 2pm

UNION RESPONSE TO EMPLOYER PROPOSALS

3/26 TA for Three Year Term

3/26 Union: TA

- Article 2: Hours of Work Overtime
 - o Section 2.5(F)

The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid for six (6) months, at which time a new written request must be submitted by the employee for the Employer's approval. All such approval requests shall be promptly sent to the Union, and 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).

3/26 Union Rejects.

- Article 4: Vacations
 - o Add Section 4.8

3/26 Union Rejects

- Article 5: Wages
 - o Add Section 5.11: City, State, or Federal Minimum Wage and Other Wage Increases:

3/26 Union Counter: See edits in blue plus VAP changes per previous Union proposal

• Article 14: Pension

(A) 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.

(B) The Employer and Union will make a request to the board of trustees of the Legacy Plan to adopt IRC Section 432(b), Section 4, of the Multiemployer Pension Reform Act of 2014 (MPRA), which will allow the Legacy Plan to accelerate its certification into Critical Status (Red Zone) for fiscal plan year 2018.

(C) The Employer and Union agree to the scheduled industry Rehabilitation Plan schedule for the Legacy Plan that requires Employer contributions to increase by 6.0% effective March 5 2023, and 6.0% effective March 3 2024<u>10.4% effective March 2, 2025</u>;

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10.4% effective March 1, 2026; and 10.4% March 7, 2027. The Employer also will contribute \$163,027.07 to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective March 5, 2023. The Employer shall continue to make contributions to the Legacy Plan 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) who are participants in the Variable Annuity Plan (VAP) Plan. In addition, the 30 year and out pension benefit has been eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after effective March 1, 2019. Specifically, and not including the above referenced redirect, the employer contribution rates to the Legacy Plan will increase according to the following schedule:

Pre-March 2023 2025 Contribution Rates	Effective March	Effective March	Effective March	Effective March
	<u>2, 2025</u> 2023	<u>1, 2026</u> 2024	<u>7, 2027</u>	5, 2028
Full-time: \$149.13	<u>\$184.99</u> \$158.08	<u>\$204.23</u> \$167.56	<u>\$225.47</u>	\$203.67
Part-time: \$48.64	<u>\$60.33</u> \$51.56	<u>\$66.60</u> \$54.65	<u>\$73.53</u>	\$66.43

In addition, the Employer will redirect \$5.00 of each contribution otherwise due to the Variable Annuity Pension Plan (VAP Plan) to the Legacy Plan effective March 2, 2025 through March 4, 2029.

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 shall remit a minimum of [x] Full-Time and [x] Part-Time Contributions each week. [Calculate as (% of unfunded liability) X (59,700 FT weeks & 55,900 PT weeks) / 52]

(D) Active employees with 30 years of service as of February 28, 2019, are a protected group, and will not be affected by the elimination of the 30 and out benefit in Paragraph (C) above.

(E) The Employer and Union agree to establish a Variable Annuity Plan (VAP Plan) for future service benefits effective January 1, 2019. Employers will make contributions to the 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

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following Employer contribution rates will be made to the VAP Plan, minus \$5.00 per week per employee that is redirected pursuant to Paragraph C above:

Weekly Contribution	Effective January 1, 2022
Rates	
Full-time:	\$38.58
Part time:	\$14.94

(F) 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.

In the event that a modified part-time or regular part-time employee, on whose behalf a Legacy 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 (C) 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.

(G) Effective January 1, 2021, the annual benefit accrual of the VAP Plan for employees will be as follows:

[Increase per Union Proposal]

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.

(H) 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).

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

(J) 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

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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.

(K) 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 remain variable until retirement, at which point the employee may choose whether (1) their retirement benefits will continue to vary annually based on investment performance.

(L) An Employer may withdraw from the Legacy Plan during the term of this Agreement and pay its allocated withdrawal liability, as long as it continues to participate in the VAP Plan pursuant to the terms of the collective bargaining agreement.

(M) 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.

(N) The Employer is not required to make contributions to the Legacy Plan or VAP Plan after termination of employment (e.g. on vacation pay-outs after termination). [open to including only if the parties agree to language on minimum # of contribution weeks]

(O) The trustees shall provide the Employer and Union quarterly updates. [Employer should get these from the Employer Trustees]

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

• 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 and Group

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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.

(B) Starting on January 1, 2022, 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.

(C) The Schedule of contributions for the Employer is as follows (also see chart in Appendix D):

Effective Marc	h 2023		Effecti	ve March 2024		
Contract	Total	Employee	Employer	Total	Employee	Employer
Classification	Contribution	contribution	contribution	Contribution	contribution	contribution
Full Time	\$269.83	\$30.00*	\$239.83	\$287.82	\$30.00*	\$257.82
Part Time:	\$158.32	\$15.00*	\$143.32	\$168.84	\$15.00*	\$153.84
Modified						
Ancillary	\$6.58	\$1.00*	\$5.58	\$6.76	\$1.00*	\$5.76
	*The Employe	r will collect th	e employee con	tributions, whic	h will offset the	e Employer
	contributions.	The Employer v	will implement	a pre-tax plan fo	or employee cor	ntributions.

In the event that an employee should "opt out" of coverage, then there will be no employer nor employee contribution due on their behalf.

(D) 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 in Article 15(D).

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

(F) 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 and will be maintained for the life of this labor Agreement. Benefits may be modified by mutual agreement of the Board of Trustees.

(G) The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto.

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(H) The Employer agrees to pay the weekly health and welfare payment for those modified part-time employees with two (2) years or more service, with the same Employer, when said part-time employees are on a paid vacation.

(I) 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 I 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).

(J) Management will be allowed to pay a part-time employee vacation pay during a week they work without having to pay the full-time health and welfare and pension when requested by the employee.

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 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.
- (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. classification.

[Amend to ensure timely selection of which Tier so proper deductions can be made. Open to suggested language from Employer. Language subject to review with Plan Administrator.]

(D) Benefit Coverage Options:

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- 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.
- (D) <u>Benefit Coverage Options:</u>
 - <u>Full-time employees are eligible to elect one of the following tiers of coverage:</u> <u>Single, Single and Spouse, Single and Child(ren), Family, or Ancillary.</u>
 - Modified part-time employees are eligible to elect any tier of coverage. Employees who wish to purchase coverage other than Single will be required to contribute the difference in premiums between Single and the tier of coverage that they elect, 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 that provide certain coverages for themselves. Upon completion of six (6) months of employment, all other part-time employees (including courtesy and custodial employees) are eligible to buy up to a different tier of coverage with the employee and employer contribution rates listed below.
- (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. 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.
- **(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:

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- Full-Time: 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: Modified part-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.
- Ancillary: 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, 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

Effective March	TOTAL Weekly	Full Time		Mod PT		All Other PT	
2025	Contributi	Employer	Employee	Employer	Employee	Employer	Employee
	on Rate	Cost	Cost	Cost	Cost	Cost	Cost
Single	\$176.52	\$146.52	\$30.00	\$161.52	\$15.00	\$88.26	\$88.26
Single + Spouse	\$351.36	\$321.36	\$30.00	\$161.52	\$189.84	\$88.26	\$263.10
Single + Children	\$343.03	\$313.03	\$30.00	\$161.52	\$181.51	\$88.26	\$254.77
Family	\$584.48	\$554.48	\$30.00	\$161.52	\$422.96	\$88.26	\$496.22
Ancillary	\$7.54	\$6.54	\$1.00	\$6.54	\$1.00	\$6.54	\$1.00

Effective March 2026	TOTAL Weekly Contributi			Mod PT		All Other PT	
2020	on Rate	Employer	Employee	Employer	Employee	Employer	Employee
		Cost	Cost	Cost	Cost	Cost	Cost
Single	\$192.95	\$162.95	\$30.00	\$177.95	\$15.00	\$96.48	\$96.48
Single + Spouse	\$385.05	\$355.05	\$30.00	\$177.95	\$207.10	\$96.48	\$288.58
Single + Children	\$375.90	\$345.90	\$30.00	\$177.95	\$197.95	\$96.48	\$279.43
Family	\$641.17	\$611.17	\$30.00	\$177.95	\$463.22	\$96.48	\$544.70
Ancillary	\$8.29	\$7.29	\$1.00	\$7.29	\$1.00	\$7.29	\$1.00

Effective March 2027	TOTAL Weekly Contributi			Mod PT		All Other PT	
2027	on Rate	Employer	Employee	Employer	Employee	Employer	Employee
		Cost	Cost	Cost	Cost	Cost	Cost
Single	\$207.05	\$177.05	\$30.00	\$192.05	\$15.00	\$103.53	\$103.53
Single + Spouse	\$413.95	\$383.95	\$30.00	\$192.05	\$221.90	\$103.53	\$310.43
Single + Children	\$404.10	\$374.10	\$30.00	\$192.05	\$212.05	\$103.53	\$300.58
Family	\$689.83	\$659.83	\$30.00	\$192.05	\$497.78	\$103.53	\$586.31
Ancillary	\$8.58	\$7.58	\$1.00	\$7.58	\$1.00	\$7.58	\$1.00

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

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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 waive 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.
- (I) <u>Remittance: The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator for the total contribution rate. 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 employer shall deduct any Employee contributions due from the Employee's next paycheck.</u>
- (J) Fund Reserves: Both the Employer and the Union have a mutual interest in maintaining a financially healthy and stable Health & Welfare Fund that maintains sufficient reserves. As such, should Fund assets decline to an amount that is less than six (6) months of Continuation Value, as determined by the Fund's actuarial consultants, either the Union or Employer Trustees may request that the Fund's actuarial consultants recalculate the true-cost rates for the remainder of the term of the Agreement. Such recalculation shall occur within thirty (30) days of the request. Upon adoption of the new rates by the Trustees, such Total Contribution Rates shall replace those in this Agreement, however, the Employee Contribution Rates shall remain unchanged.

Likewise, effective September 2025, should Fund assets at any point exceed twelve (12) months of Continuation Value, as determined by the Fund's actuarial consultants, the Employer shall be granted a contribution holiday for thirteen (13) weeks. During such time, Employee Contributions shall still be deducted by the Employer and shall offset any future remittance to the Fund.

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The provisions of this section shall be valid through March 3, 2028.

[The proposed language in this section is subject to review, modification, and agreement between Fund co-counsels consistent with the intent of the parties.]

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Weekly Health & Welfare Cost

3/26 Union Rejects.

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

3/26 Union Rejects.

- Article 30: No Match Letters
 - In the event that the Employer receives notice indicating that an employee's name and Social Security number (SSN) do not agree with Social Security Administration (SSA) records, the Employer agrees to the following:
 - The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
 - The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.
 - 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.
 - The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
 - The Employer will not interrogate any employee about the employee's SSN.

3/26 See Union Counter Proposal.

- Appendices B and C: Wages
 - Remove existing appendices and replace with the attached.

3/26 Union TAs Employer Counter

• 10 – Knowlan's counters with the following modifications to the following paragraph of Section 5.7:

Section 5.7: All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an Employer-initiated transfer. nine (9) six (6) 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.

UNION PROPOSALS

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*** Wages and all terms of a final TA retroactive to CBA expiration date in 2025 *** Maintain all tentative agreements to-date.

All other employer proposals not referenced herein are rejected by the Union.

1) Wages

- A) See wage scales <u>Union 5 3.26.25</u>
- B) Reclassify all employees with working titles that include "supervisor," "head," or "assistant" as department heads and deli chefs as Classified Assistants. [same as 12 E iii below]
- C) WIthin thirty (30) days of ratification, the parties will meet to perform an audit to determine if any other groups merit reclassification.

Wage Differentials

A) Union Hold

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

B) Previously TA'd

D) Union Hold

Deli - \$2.00 shift differential for all hours scheduled for the shift

2) Retirement - Legacy Pension, Variable Annuity Pension (VAP), 401(k)

- A) <u>Legacy Pension</u> See counter proposal above
- B) <u>Variable Annuity Pension Plan</u> Union Hold [See 3/18 Proposal
- C) Establish Multi-Employer Defined Contribution Plan Union DROPS

3) Health & Welfare Union Counter Above

4) Employee Discount

- A) Union Hold
 - Knowlan's 20% all products
- 6) Scheduling and Hours
 - A) Union Counter

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B) Union Drop

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)

E) Union Counter

Days off shall be consecutive, unless by mutual agreement.

F) Union Counter

Employees will only be scheduled for more than 7 consecutive days in a row, including across multiple work weeks, by mutual agreement.

G) Union Counter

All part-time employees guaranteed 20 hours per week, unless waived by employee

H) Union Counter

Scheduled shifts shall not be for less than six (6) hours in duration, except by mutual agreement between the employee and the employer.

K) Union Hold 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.

L) Union NEW

Department Heads shall retain discretion to make schedule adjustments based on department and workforce needs.

7) Ratios - The Employer shall reach at least:

A) Union Hold

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

B) Union Hold

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

C) Union Hold

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Increase PT top 24% to 30%

8) Wage Differentials

See Union 1 above

9) Cross training and working in more than one department

- A) **Union Drops** 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

10) Transfer protections Union TA'd Employer Counter above

11) PTO / ESST / Leave

- A) Increase Bereavement (already TA'd)
 - B) Holiday pay
 - ii. **Union Hold** Holiday pay increased from 4 to 6 hours paid for all part-time
 - iii. currently 1 year for all PT and courtesy/custodial/clean team Union Hold on 90 days proposal for all PT and c/c

12) Classifications

A) Union Drops

Union edits: Part-time employees with five (5) or more years of service in each store shall be offered promotion to Modified part-time

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 Maintain Custodial / Courtesy / Clean Team, but move to PT scale

C) Union Hold

Group 3 - reclassified as Regular Part-time

- E) Department Heads:
 - i) **Union Drops** All Department Heads shall be classified as Traditional Full-Time Food Handlers for purposes of Appendix A-1 "Food Handlers Sunday Clause."

The Union reserves the right to add, delete, amend, alter or otherwise change its proposals during the course of negotiations. The Union also reserves the right to make counter proposals to the employer's proposals.

iii) Union Hold

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) Union Drops: 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.
- G) **Union Hold** 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) Union Hold Maintaining seniority for students 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) **Union Hold** Employer shall update schedules and nametags of an employee once informed of a name change and with employee's consent
- B) 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.

14) Tools and Training

C) Union Drops LOA to define details for creating a joint UFCW 663 and Employer program for Meat Apprenticeships & Job Training 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

D) Union Hold

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...

The Union reserves the right to add, delete, amend, alter or otherwise change its proposals during the course of negotiations. The Union also reserves the right to make counter proposals to the employer's proposals.

15) Check-off

A) Union Hold

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.

APPENDIX B				
Minimum Meat Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Head Meat Cutter	\$31.44	\$32.94	\$34.44	\$35.94
Journeyman	\$30.44		\$33.44	
Mod PT Meat Cutter*	\$20.00		\$23.00	\$24.50
* Upon successful completion of a * Reclassify all Class Asst in Mean			at Cutter will become	Journeyman
All Meat employees who are at th	e top or above sca	ale will receive the follow	ving increases:	
	3/5/2025	\$1.50	3	
	3/1/2026	\$1.50		
	3/7/2027	\$1.50		
APPENDIX C				
Minimum Grocery Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Asssistant Mgr, Produce Head, FF Head, Bookkeeper, Deli Head, Company Designated	\$30.33	\$31.83	\$33.33	\$34.83
FT Food Handler	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Step 1	\$21.00	\$21.00	\$21.00	\$21.00
Step 2	\$22.75	\$22.75	\$22.75	\$22.75
Step 2 Step 3	\$22.73	\$22.73	\$22.73	\$24.50
•				
Step 4	\$26.25		\$26.25	\$26.25
Step 5	\$29.33	\$30.83	\$32.33	\$33.83
Classified Assistant	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Step 1	\$19.33		X	x
Step 2	\$20.33		\$22.50	x
Step 3	\$21.10	\$22.00	\$24.00	\$24.00
Step 3	\$21.10	\$25.50	\$24.00	\$25.50
Step 5*		\$23.30	\$23.30	\$25.50
Step 6*	x		\$27.00	\$27.00
•	x	X		
Step 7*		X (07.00	X (000.00	\$30.00
Top Step	\$27.33	\$27.33	\$28.83	\$30.33
CAs place into this scale at next h	ighest wage rate a	at least \$1.50 more than	n current rate	
CAs place into this scale at next h When a member is promoted from wage rate at least \$1 more than c Step progression occurs annually All FT employees who are at the t	n PT to FT, they slo urrent rate. in March	ot into Step 1 of the Cla	ssified Assistant scale	e, or the next highest
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PT scales starting at \$17.00 - EEs place at step at least \$0.75 above current rate (retro to March), progress to next step every September and March of CBA

Provided further that Food Handlers, Custodial, and Courtesy employees shall not receive less than fifty cents (\$0.50) above federal, state, city or county minimum wage, whichever is higher, during the term of this agreement.