

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

The Union, per the request of the Employers, has withdrawn the previous "Union 5" proposals from March 26, 2025 and replaced them with the following. The following proposals and counter proposals, each to the respective Employer, is a Total and Comprehensive Package Offer. Should the parties agree to this package offer, all other proposals by either party are considered withdrawn. Should the package not be accepted, the Union reserves the right to revert to prior positions.

**ALL EMPLOYERS:**

1. All tentative agreements previously reached prior to 3/26/2025.
2. Term: Three (3) year agreement, starting from previous expiration date.
3. Upon ratification of the Agreement, the parties would agree to withdraw all pending unfair labor practices, and agree not to file any unfair labor practice charges with regard to any incidents occurring during the time period prior to ratification of the Agreement. This agreement is further conditioned provided that the Employer not discipline or otherwise retaliate against any member for their involvement in concerted activity occurring during the course of these negotiations.

4. Add a new Article for "Management Rights" with the following language and renumber articles in CBA.

The Employer's right to manage is retained and preserved, subject to the language of this Agreement, and with the express understanding that no provision of this Agreement may be violated by the Employer. This clause shall not constitute a waiver by the Union of either the Employer's obligation, or the Union's right, to negotiate regarding any mandatory subject of bargaining, or any impact or effect of a management decision on any mandatory subject of bargaining and/or term or condition of employment.

[Note: agreement to add this article shall not invalidate any existing past practices.]

5. Modify 2.5 as follows:
  - Effective June 2025, increase PT minimum hours to 18.
  - Effective March 2027, increase PT minimum hours to 20.
6. Section 2.5(D), 2.5(E), or 2.5(F) depending upon the CBA, replace language on minimum hours as follows:

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

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regularly scheduled for less hours. Any such approved written request shall remain valid until the employee revokes or requests changes with a two (2) week written notice. Upon either party revoking the agreement, the employee must provide updated and suitable availability to allow the Employer to schedule the respective minimum hours for their classification. All approved requests shall be maintained by the Employer at the store level and available to the Union upon request. 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(1).

7. Replace Article 3.3 with the following:

**Section 3.3 Holiday Qualifications:** Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. In addition to the above qualifications, employees must have worked one of the Part-time employees will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

... in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday, their scheduled workday on the holiday, and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to ~~proven~~ illness or injury. If the employee does not meet these requirements, he/she will not be eligible for holiday pay.

8. Add to Article 5 or replace existing relevant existing language with the following [adopt Kowalski's language, replace previous TAs]:

Part-time managers on duty (MOD) will receive a minimum premium of \$1.50/hour for all hours they are performing these duties. Any part-time front-end supervisor (FES), where applicable, will receive a premium of \$1/hour for all hours they are performing these duties.

9. Night Stocking Crew Premiums. Add language to agreement as follows:

Night crew stockers and freight team members shall receive a premium of \$1 per hour for hours worked on shifts that start between 9pm and 3am; Managers assigned to supervise these shifts shall receive the same premium.

10. Add new language: If cross training, the employee will be scheduled to shadow department leadership for at least 3 consecutive shifts before expected to work independently.

11. Replace Article 6 Discharge with the following:

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No employee shall be discharged without just cause. Dishonesty, gross inefficiency, theft, harassment, possession of a firearm in the store, threatening or engaging in violence, malicious vandalism, gross insubordination, or serious safety violations, will be considered as causes for dismissal without progressive discipline. Being under the influence of alcohol or illegal controlled substances (drugs) while at work will be considered as causes for dismissal without progressive discipline to the extent permitted by law, however, upon certification of rehabilitation will be reinstated.

The Employer agrees that in cases of suspension or discharge of an Employee, if requested by the Employee, a Shop Steward or Union Representative will be permitted to attend administration of the discipline.

Employees shall be allowed to include their own written accounts and rebuttals to all Employer-generated documents in their personnel file.

Employees shall be paid for scheduled time lost during investigatory suspensions.

12. Replace first part of Article 9 Bereavement with:

All full-time and part-time employees shall be entitled to bereavement pay according to the following:

- i. A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, stepparent, child or stepchild.
- ii. A maximum of three (3) 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.

13. Modify 16.2 as follows:

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 Service (FMCS) or Minnesota Bureau of Mediation Services (BMS) shall be called upon to furnish a panel of seven (7) arbitrators from which the arbitrator will be selected. The panel of seven (7) arbitrators furnished by the FMCS or BMS 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.

14. Wages: See [attached](#) reflecting updates to Appendices B and C. Wage increases retroactive to March expiration.

15. All Full-time employees who perform department head duties shall, upon the start of the

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first pay period following ratification, be reclassified and paid as Department Heads.

16. Vacation or PTO, as applicable for each employer [modified L&B proposal]:
- a. Effective January 2028, the Employer may limit future carryover of [PTO] to two times (2x) their annual accrual. For those that have [PTO] banks in excess of two and one-half times (2.5x) their annual accrual, the Employer may offer the option through the term of the agreement for the employees to take excess [PTO] or receive such excess in pay (inclusive of all associated benefits). The Employer will schedule employees off (if needed) to ensure no loss of benefits.
17. Modify Article 26: 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...
18. Health & Welfare Improvements: Adopt the benefit improvements proposed by the Union, effective 1/1/2026.
- a. Reduce Deductible to \$500 Individual / \$1500 Family
  - b. Reduce OOP Maximums to \$2500 Individual / \$5000 Family
  - c. Vision Exams covered at 100%
  - d. Dental annual maximum increased to \$2000
  - e. The employer shall contribute \$5/week to a HRA for all FT and PT employees who have elected coverage (excluding ancillary) [note: amount included in rates].
19. Health & Welfare: Replace language as follows:
- 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,

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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. The Employer shall provide timely notices to the Plan Administrator regarding eligibility and shall assist the Plan Administrator, as needed, to ensure timely benefit elections.

**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. Effective January 2026, full-time employees will have the option to elect Ancillary.
- 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. Effective January 2026, upon completion of six (6) months of employment, all other part-time 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 employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO, 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 PTO (for those 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 PTO, 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:

**[INSERT CONTRIBUTION SCHEDULES PER ATTACHED]**

A pre-tax plan for employee contributions will be implemented by the Employer. The Employer and employee will not have to pay contributions into the Fund should the employee waive benefit coverage.

**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 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.

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**RADERMACHER'S ONLY:**

- A. Letter of Agreement (LOA) dated May 10/16, 2024 re-signed for the term of the contract.
- B. Amend Section 1.3, first paragraph:

The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees ~~on a monthly basis~~, at intervals that the Union designates in writing, and will be transmitted to the Union ~~within ten (10) days after~~ no later than the fifth (5th) day of the month following the month of such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.
- C. The Employer will provide electronic copies of work schedules in pdf format to the Union weekly beginning within six (6) months of ratification of this Agreement.
- D. Retail Specialist - reclassified as Classified Assistant (see wage proposal).
- E. 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.
- F. Modify Article 14 as set forth below:

[Note per Fund counsel: "Based on our review, it could be permissible for the Pension Fund's RP to contain different schedules with different contribution rate increases depending on the employer. That said, we think that in order to do so, the Trustees would need to have demonstrable evidence that there are, e.g., different economic factors attributable to the different employers such that it would be reasonable for UNFI to pay a higher rate increase than the other employers." Any offer or agreement to a schedule that differs from UNFI, is contingent on demonstrable evidence being provided to the Trustees]

**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

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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 a Rehabilitation Plan schedule for the Legacy Plan that requires Employer contributions to increase by **INSERT BASED ON OPTIONS BELOW** ~~6% effective March 5, 2023 and 6% effective March 3, 2024. The Employer also will contribute \$2,643,633.42 million to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective for the contribution month beginning April 2, 2023, payable to the Legacy Plan in May 2023, and continuing thereafter until the redirection amount attributable to the Employer is fully paid, at which time the redirection shall cease. 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 will be eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after February 28, 2019. Specifically, and not including the above referenced redirect, the employer contribution rates to the Legacy Plan will increase according to the following schedule:~~

**[INSERT CONTRIBUTION RATES]**

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 ~~653~~ **663** pension, Clean Team and Group 3 part-time employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).

- (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.



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- (E) The Employer and Union ~~agree to establish~~ **established** 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 following Employer contribution rates will be made to the VAP Plan:

<b>Weekly Contribution Rates</b>	<b>Effective <u>March 2, 2025</u></b>	<b>Effective <u>[1st PP after ratification], 2025</u></b>	<b>Effective <u>January 2, 2028</u></b>
Full-time hired <u>on or after 1/1/19</u>	\$38.58	\$38.58	\$38.58
<u>Full-time hired on or before 12/31/18</u>	\$38.58	<b>\$31.59</b>	\$38.58
Part time hired <u>on or after 1/1/19</u>	\$14.94	\$14.94	\$14.94
<u>Part time hired on or before 12/31/18</u>	\$14.94	<b>\$12.66</b>	\$14.94

- (F) All current active and future active employees (excluding Group 3 Part-time, 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) The annual benefit accrual of the VAP Plan for employees will be as follows:

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New UNION 5 - April 9, 2025 @ 9:30am**

	<b>Effective <u>March 2, 2025</u></b>	<b>Effective [1st PP after <u>ratification</u>]. <u>2025</u></b>	<b>Effective <u>January 2,</u> <u>2028</u></b>
<b>VAP Accrual Rate for participants hired on or after <u>1/1/19</u></b>	<b><u>\$28.50</u></b>	<b><u>\$28.50</u></b>	<b><u>\$28.50</u></b>
<b>VAP Accrual Rate for participants hired on or before <u>12/31/18</u></b>	<b><u>\$28.50</u></b>	<b><u>\$23.00</u></b>	<b><u>\$28.50</u></b>

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 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. Effective [1st pay period after ratification], 2025, the 3.0% cap shall be eliminated.

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- (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 be fixed as of the date of their retirement, or (2) 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 and the Union agree that during the term of this contract the parties will convert the Legacy Plan and VAP Plan Weekly Contribution Rates set forth above to an Hourly Composite Contribution Rate, to be effective with the employer's contribution payments for January 2019 to the VAP Plan and effective with the March 2019 payments for the Legacy Plan per the Plan Board of Trustees policy and as bargained.~~
- ~~The Board of Trustees will vote on a plan contribution conversion policy no later than October 31, 2018. The hourly composite contribution rates will be equivalent to what the weekly contribution rates would have been for the same time periods. Such policy must protect the financial integrity of the two plans and treat the converting employers fairly and equitably.~~
- ~~The collective bargaining agreement will be revised to state the hourly composite contribution rates and procedures once they are adopted by the board of trustees.~~
- (M)(N)** 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.

**Option A:**

Insert language and table in 14(C):

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**5.0% effective March 2, 2025; 5.0% effective March 1, 2026; and 5.0% March 7, 2027.**

Weekly Contribution Rates	Pre-March <u><b>2025</b></u>	Effective March <u><b>2, 2025</b></u>	Effective March <u><b>1, 2026</b></u>	<u><b>Effective March 7, 2027</b></u>
Full-time:	<u><b>\$167.56</b></u>	<u><b>\$175.94</b></u>	<u><b>\$184.73</b></u>	<u><b>\$193.97</b></u>
Part-time:	<u><b>\$54.65</b></u>	<u><b>\$57.38</b></u>	<u><b>\$60.25</b></u>	<u><b>\$63.26</b></u>

**The Employer shall remit a minimum of [x] Full-Time and [x] Part-Time Contributions each week. [Calculate as average weekly contributions for this respective Employer during the 26 week period ending March 1, 2025]**

**[Add new section above:] 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).**

**Option B:**

Insert language and table in 14(C):

**8.8% effective March 2, 2025; 8.8% effective March 1, 2026; and 8.8% March 7, 2027.**

Weekly Contribution Rates	Pre-March <u><b>2025</b></u>	Effective March <u><b>2, 2025</b></u>	Effective March <u><b>1, 2026</b></u>	<u><b>Effective March 7, 2027</b></u>
Full-time:	<u><b>\$167.56</b></u>	<u><b>\$182.31</b></u>	<u><b>\$198.35</b></u>	<u><b>\$215.80</b></u>
Part-time:	<u><b>\$54.65</b></u>	<u><b>\$59.46</b></u>	<u><b>\$64.69</b></u>	<u><b>\$70.38</b></u>

**HAUG'S ONLY:**

**A. Amend Section 1.3, first paragraph:**

The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees ~~on a monthly basis, at intervals that the Union designates in writing, and will be transmitted to the Union within ten (10) days after no later than the fifth (5th) day of the month following the month of~~ such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.

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New UNION 5 - April 9, 2025 @ 9:30am**

- B. Retail Specialist - reclassified as Classified Assistant (see wage proposal).
- C. 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.
- D. Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head.
- E. Modify Article 14 Retirement. [Same as Radermacher's with Options A or B.]

**KNOWLAN'S ONLY:**

- A. Amend Section 1.3, first paragraph:

The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees ~~on a monthly basis, at intervals that the Union designates in writing, and will be transmitted to the Union within ten (10) days after no later than the fifth (5th) day of the month following the month of~~ such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.
- B. Amend 2.10 B: The Employer will ~~make an effort to~~ provide consistent scheduling for all ~~part-time~~ employees that is consistent with the Employer's business needs and ~~part-time~~ employees' availability...
- C. Employees will not normally be scheduled to work more than 7 consecutive days in a row (including across multiple work weeks), unless by mutual agreement of the employee and the employer. Days off will normally be consecutive, unless by mutual agreement of the employee and the employer.
- D. Scheduled shifts shall not be for less than six (6) hours in duration, except by mutual agreement between the employee and the employer or as statutorily restricted.
- E. The 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.

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

- F. Employee discount of 20%.
- G. 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. Section 5.7: All full-time employees shall receive a minimum of twenty-one (21) days' notice in the event of an Employer-initiated transfer. Once so transferred, such an employee may not be transferred to another location for a period of nine (9) calendar months unless by mutual agreement between the Employee and the Employer. 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. 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.
- I. Modify Article 14 Retirement. [Same as Radermacher's with Options A or B.]

**KOWALSKI'S ONLY:**

**A. Article 4: Paid Time Off (PTO)**

**Section 4.1:**

<b>Full Time and Part Time</b>			
<u>Years of Service</u>	<u>Annual PTO</u>	<u>Weekly Rate</u>	
between 0-1st anniversary	1 hour per 30 hours worked capped at 48 hours per year	0.03333	per hour*
between 1st - 7th anniversary	up to 80 hours/year	0.03846	per hour
between 7th - 15th anniversary	up to 120 hours/year	0.05769	per hour
between 15th - 19th anniversary	up to 160 hours/year	0.07692	per hour
beginning 19th anniversary	up to 200 hours/year	0.09615	per hour

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

Group 3	<u>Years of Service</u>		<u>Annual PTO</u>		<u>Weekly Rate</u>	
	between 0-2nd anniversary		1 hour per 30 hours worked capped at 48 hours per year		0.03333	per hour
	between 2nd - 7th anniversary		up to 80 hours/year		0.03846	per hour
	beginning 7th anniversary		up to 120 hours/year		0.05769	per hour

\*Accrual rate is calculated based on hours actually worked or paid by the Employer  
**~~It is important for stakeholders to have their time off. PTO that is earned in their anniversary year needs be used in the following year unless otherwise required by law.~~**

For employees who fully accrue three (3) weeks of PTO or more, up to one (1) week per anniversary year of unused accrued PTO time may be cashed out.

All employees who are eligible for two or more weeks of PTO per year shall be allowed to use their accrued but unused PTO in one (1) hour or one half (1/2) day increments. Requests to use unused accrued PTO must be made during the week prior to the posting of the schedule for the period when the PTO is to be used. These requests will be granted as mutually agreed to by the employee and the Employer, provided that the Employer's consent shall not be withheld simply because the time requested is a weekend day or would result in an extended weekend. **Despite the foregoing, all employees who use PTO for a purpose protected by the Minnesota Earned Sick and Safe Time ("ESST") law may do so:**

1. with notice of up to seven days in advance when the need to use the leave is foreseeable or as soon as practicable if the need is unforeseeable;

2. in increments no smaller than 15 minutes; and

3. if using more than three consecutive scheduled workdays, only if they employee provides reasonable documentation.

The Employer, at its discretion, may set policies for administration of PTO as long as they do not conflict with the Minnesota ESST law or the terms of this Agreement.

All hours worked and/or paid for shall be considered as hours worked for purposes of determining PTO.

- B. All full-time employees shall receive a minimum of **three (3)** weeks' notice in the event of an Employer-initiated transfer. **Once so transferred, such an employee may not be transferred to another location for a period of nine (9) calendar months unless by**

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

**mutual agreement between the Employee, the Employer and the Union.** 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.

C. Letter of understanding:

Within ninety (90) days of ratification, the Employer, a committee of employees appointed by the Union, and a Union Representative will begin meeting to perform a joint review of the part-time employee population, the duties they perform, and relative hours worked. The parties will work jointly to identify part-time employees who merit reclassification (e.g. regularly perform department head duties; routinely work full-time hours). The parties will work to identify a comprehensive list of employees eligible for reclassification; such list to be completed no later than September 1, 2025. Given potential reclassification may impact 2026 benefit elections, eligible employees shall be notified as soon as practicable and given thirty (30) days to decide whether to accept or reject the reclassification. Official reclassification shall become effective January 1, 2026.

D. Modify Article 14 Retirement:

- Current employees hired before March 6, 2016:
  - FT employees:
    - \$3.32 per hour up to 40 hours
  - Modified part-time and regular part-time employees:
    - ~~\$1.35~~ \$1.50 per hour up to 39.9 hours
- Eligible employees hired on or after March 4, 2018:
  - Regular full-time employees and Retail Specialists:
    - ~~\$1.93~~ \$2.25 per hour up to 40 hours
  - Modified part-time and regular part-time employees:
    - ~~\$1.35~~ \$1.50 per hour up to 39.9 hours
  - When eligible under the 401(k) Plan, Group 3 employees:
    - \$1.00 per hour up to 39.9 hours

E. Group 3 - Effective January 1, 2028, reclassified as Regular Part-time.

F. Retail Specialist - reclassified as Classified Assistant (see wage proposal).

G. Health & Welfare. The proposal above and attached with the added paragraph:  
Full-time and modified part-time employees who currently have coverage through the H&W Plan as July 29, 2023 will not make any weekly contributions from July 30, 2023 through June 21, 2025 but employee contributions shall resume on June 22, 2025.



**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

**JERRY'S ONLY:**

**A. Amend Section 1.3, first paragraph:**

The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a monthly basis, at intervals that the Union designates in writing, and will be transmitted to the Union within ten (10) days after no later than the fifth (5th) day of the month following the month of such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.

**B. Section 4.1 PTO:**

A. Employees will accrue PTO at the minimum rate of 1 hour per 30 hours worked. PTO shall be paid at the employee's straight time rate at the time PTO is used.

B. Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the Minneapolis and Minnesota Earned Sick and Safe Time (ESST) ordinances without disciplinary action.

C. Employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.

D. PTO benefits cannot be used that have not been granted (i.e., PTO account cannot have a negative balance).

E. PTO requests must be electronically submitted in the Employer's human capital management system by the employee, and non-ESST requests must be approved by the employee's manager each time PTO hours are used.

F. PTO Overtime (Full-time Only): After each anniversary year, average weekly hours over forty (40) will be computed at one and one-half (1.5) times the employee's current regular straight time rate.

G. Employees should work with their Store Director to take formerly carried over vacation time off. Any carried over vacation pay due to an employee termination will be paid at the wage rate effective as of March 5, 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.

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

**PTO ACCRUAL SCHEDULE:**

<b>PAID TIME OFF (PTO)</b>			
<b>Full-Ti me</b>	<b>Years of Service</b>	<b>Annual Grant</b>	<b>Weekly Rate</b>
	Between 0-1st anniversary	1 weeks (capped at 48 hours)	0.034 per hour worked
	Between 1st - 7th anniversary	2 weeks (capped at 80 hours)	0.05 per hour worked
	Between 7th anniversary-15th anniversary	3 weeks (capped at 120 hours)	0.075 per hour worked
	Between 15th anniversary-19th anniversary	4 weeks (capped at 160 hours)	0.1 per hour worked
	Beginning 19th anniversary and beyond	5 weeks (capped at 200 hours)	0.125 per hour worked
<b>Part-Ti me</b>	<b>Years of Service</b>	<b>Annual Grant</b>	<b>Weekly Rate</b>
	Between 0-1 st anniversary	1 weeks (capped at 48 hours)	0.034 per hour worked
	Between 1st - 7th anniversary	2 weeks (capped at 80 hours)	0.03846 per hour worked
	Between 7th anniversary-15th anniversary	3 weeks (capped at 120 hours)	0.05769 per hour worked
	Between 15th anniversary-19th anniversary	4 weeks (capped at 160 hours)	0.07692 per hour worked
	Beginning 19th anniversary and beyond	5 weeks (capped at 200 hours)	0.09615 per hour worked

**C. Transfers.** Replace Section 5.7, third paragraph with:

All full-time employees shall receive a minimum of three (3) weeks' notice of an Employer-initiated transfer. Upon the employee receiving notice, the Employer will notify the Union (via email to an address specified by the Union) that there is a vacancy being filled by Employer-initiated transfer, and details related to the position. The Union may seek to find volunteers for the transfer; volunteers shall submit their request via email, to the address specified by the Employer. Should a qualified full-time employee volunteer to transfer into the vacancy, the Employer will transfer said employee instead of the Employer-initiated transfer, as soon as practical, as determined by the Employer. Should more than one qualified

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

employee volunteer, the position shall be awarded to the most senior candidate.  
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. Once transferred, an employee may not be transferred to another location in an Employer-initiated transfer for a period of twelve (12) calendar months unless by mutual agreement between the Employee and the Employer with a copy of the transfer consent provided to the Union prior to the transfer.

D. Section 11.4 Medical Leave:

In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that the employee is judged by a certified medical authority to be physically unable to work up to a maximum leave not to exceed one (1) year.

The Employer reserves the right to require certification by a medical authority of an employee's physical capability of returning to work if time away exceeds three (3) consecutive scheduled workdays.

E. Changes to Article 14 Retirement:

- Current employees hired before March 4, 2018:
  - Regular full-time employees and Retail Specialists:
    - \$3.235 per hour up to 40 hours
  - Modified part-time and regular part-time employees (currently receiving retirement contributions):
    - ~~\$1.35~~ \$1.50 per hour up to 39.75 hours
- Eligible employees hired on or after March 4, 2018:
  - Regular full-time employees and Retail Specialists:
    - \$2.00 per hour up to 40 hours
  - Modified part-time employees:
    - ~~\$1.35~~ \$1.50 per hour up to 39.75 hours
  - Regular part-time employees:
    - \$0.50 per hour up to 39.75 hours

F. The Employer will reimburse Laurie Rebers, Steven Fountain, and Evan Gottesman-Davis any tow expenses, pay them at their regular rate of pay for the amount of time spent recovering their vehicles, and provide each with a \$100 gift card as additional compensation for the inconvenience.

**L&B ONLY:**

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

- A. Modify existing language in Section 4.1 as follows: Eliminate Courtesy & Custodial accrual tier for employees between 0-1st anniversary, which currently provides one week (capped at 40 hours ) at an hourly rate of 0.01923 per hour worked. Replace with new accrual for employees between 0-3rd anniversary, which will provide up to two weeks (capped at 80 hours) at an hourly rate of 0.03846 per hour worked.
- Modify existing language in Section 4.3 as follows: Calculating PTO Grants: All hours worked shall be considered for purposes of calculating PTO grants. ~~Any employee who separates employment with the company prior to completing one (1) year of service shall forfeit any granted PTO that has not been used prior to their last day of employment.~~
- Replace all language in Section 4.7 with the following: All employees may use PTO for a purpose protected by the Minnesota Earned Sick and Safe Time ("ESST") law and may do so:
1. with notice of up to seven days in advance when the need to use the leave is foreseeable or as soon as practicable if the need is unforeseeable;
  2. in increments no smaller than 15 minutes; and
  3. if using more than three consecutive scheduled workdays, only if the employee provides reasonable documentation.
- The Employer, at its discretion, may set policies for administration of PTO as long as they do not conflict with the Minnesota ESST law or the terms of this Agreement.
- B. Department Heads retain discretion to make schedule adjustments based on department and workforce needs.
- C. Transfers. Replace Section 5.7, third paragraph with:
- All full-time employees shall receive a minimum of three (3) weeks' notice of an Employer-initiated transfer. Upon the employee receiving notice, the Employer will notify the Union (via email to an address specified by the Union) that there is a vacancy being filled by Employer-initiated transfer, and details related to the position. The Union may seek to find volunteers for the transfer; volunteers shall submit their request via email, to the address specified by the Employer. Should a qualified full-time employee volunteer to transfer into the vacancy, the Employer will transfer said employee instead of the Employer-initiated transfer, as soon as practical, as determined by the Employer. Should more than one qualified employee volunteer, the position shall be awarded to the most senior candidate.
- 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. Once transferred, an employee may not be transferred to another location in an Employer-initiated transfer for a period of twelve (12) calendar months unless by mutual agreement between the Employee and the Employer with a copy of the transfer consent provided to the Union prior to the transfer.

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

- D. Upon request of the Union, the Employer and the Union will establish (on a store by store basis) a Labor Management Committee (LMC) to discuss store specific concerns regarding scheduling, staffing, and hours, with the goal of addressing employee concerns while meeting the needs of the business and the customers. The LMC shall meet regularly, as needed, on paid work time.
- E. Changes to Article 14 Retirement:
- Full-Time employees:
    - Hired on or before February 19, 2017:
      - \$3.235 per hour up to 40 hours
    - Hired after February 19, 2017:
      - ~~\$2.00~~ \$2.25 per hour up to 40 hours
  - Modified Part-Time:
    - ~~\$1.35~~ \$1.50 per hour up to 39.75 hours
    - Modified part-time employees:
      - ~~\$1.35~~ \$1.50 per hour up to 39.75 hours
    - Grandfathered part-time employees:
      - ~~\$1.35~~ \$1.50 per hour up to 39.75 hours
    - Regular part-time employees:
      - \$0.50 per hour up to 39.75 hours

**UNFI ONLY:**

- A. Amend Section 1.3, first paragraph:
- The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees on a monthly basis, at intervals that the Union designates in writing, and will be transmitted to the Union ~~within ten (10) days after~~ no later than the fifth (5th) day of the month following the month of such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new employee at the time they are hired.
- B. Amend Section 2.1:
- Except as provided in Article 2, Section 2.10, the basic workweek for full-time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. In the Meat Department, all

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in each classification (Journeyman, Service employee) excluding Department Heads. In other departments, all undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in the department. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day. Full-time employees shall not be required to work more than two (2) evening or night shifts per week, unless by mutual agreement between the employee and the employer. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. The option of a thirty (30) minute lunch hour will only be in stores where such is practical and where the thirty (30) minute lunch hour would not result in a shorter day operation or additional payment of overtime. Any deviation shall be mutually agreed upon by the Union and the Employer.

C. Add to Section 17.5 Certified Pharmacy Technicians:

Each district shall have up to five (5) job postings for "District Pharmacy Technicians" who shall receive training and be available to support multiple stores within an assigned group of stores. These District Pharmacy Technicians shall have an assigned base store, but shall be scheduled to work at other stores within the group to assist with onboarding of new technicians and to address staffing shortages, vacations, sick call-outs and other scheduling needs. Schedules for District Pharmacy Technicians shall be posted two (2) weeks in advance, but shall remain subject to changes to the schedule and/or location. District Pharmacy Technicians shall receive an additional premium of \$0.75 per hour, which may be stacked with the certified premium.

D. Transfers. Replace Section 5.7, third paragraph with:

All full-time employees shall receive a minimum of three (3) weeks' notice of an Employer-initiated transfer. Upon the employee receiving notice, the Employer will notify the Union (via email to an address specified by the Union) that there is a vacancy being filled by Employer-initiated transfer, and details related to the position. The Union may seek to find volunteers for the transfer; volunteers shall submit their request via email, to the address specified by the Employer. Should a qualified full-time employee volunteer to transfer into the vacancy, the Employer will transfer said employee instead of the Employer-initiated transfer, as soon as practical, as determined by the Employer. Should more than one qualified employee volunteer, the position shall be awarded to the most senior candidate. 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

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

employee in making transfer decisions. Once transferred, an employee may not be transferred to another location in an Employer-initiated transfer for a period of twelve (12) calendar months unless by mutual agreement between the Employee and the Employer with a copy of the transfer consent provided to the Union prior to the transfer.

- E. The Employer shall be allowed to utilize outside vendors to complete special deep cleaning projects in the stores.
- F. 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.
- G. Allow Employer to fully staff on Easter and Thanksgiving as business requires.

- (C) Easter: Easter is not a holiday for purposes of this article nor the rest of this Agreement. Employers who desire may operate their stores on Easter. ~~Stores opened on Easter will be staffed by volunteers only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work Easter. The Employer shall provide the Union a copy of the signed posting.~~ If there are not enough volunteers available to staff the stores, Employers may, at their discretion, schedule the required number from part-time employees, using reverse seniority. Employees involuntarily required to work shall be paid double time for hours worked.

Employees working on Easter shall receive:

- Traditional full-time will be paid time-and-one-half (1 ½) for hours worked on Easter.
- Classified Assistants shall receive a four (4) dollar premium per hour for hours worked on Easter.
- All other classifications shall receive a two (2) dollar premium per hour for hours worked on Easter.

- (D) Thanksgiving: Employers who desire may operate their stores on this holiday. ~~Stores opened on this holiday will be staffed by volunteers only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work this holiday. The Employer shall provide the Union a copy of the signed posting.~~ If there are not enough volunteers available to staff the stores, Employers may, at their discretion, schedule the required number from part-time employees, using reverse seniority. Employees involuntarily required to work shall be paid double time for hours worked.

- H. Modify Article 14 as set forth below:

**Article 14: Pension**

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**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

- (B) 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 a Rehabilitation Plan schedule for the Legacy Plan that requires Employer contributions to increase by **INSERT BASED ON OPTIONS BELOW** ~~6% effective March 5, 2023 and 6% effective March 3, 2024.~~ The Employer also will contribute ~~\$2,643,633.42 million to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective for the contribution month beginning April 2, 2023, payable to the Legacy Plan in May 2023, and continuing thereafter until the redirection amount attributable to the Employer is fully paid, at which time the redirection shall cease.~~ 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 will be eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after February 28, 2019. Specifically, ~~and not including the above referenced redirect,~~ the employer contribution rates to the Legacy Plan will increase according to the following schedule:

**INSERT CONTRIBUTION RATES**

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 ~~653~~ **663** pension, Clean Team and Group 3 part-time employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).



**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

- (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~~ **established** 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 following Employer contribution rates will be made to the VAP Plan:

<b>Weekly Contribution Rates</b>	<b>Effective March 2, 2025</b>	<b>Effective [1st PP after ratification], 2025</b>	<b>Effective January 2, 2028</b>
Full-time hired <u>on or after</u> <u>1/1/19</u>	\$52.36	\$52.36	\$52.36
<u>Full-time hired on or before</u> <u>12/31/18</u>	\$52.36	<b>\$38.58</b>	\$52.36
Part time hired <u>on or after</u> <u>1/1/19</u>	\$19.43	\$19.43	\$19.43
<u>Part time hired on or before</u> <u>12/31/18</u>	\$19.43	<b>\$14.94</b>	\$19.43

- (F) All current active and future active employees (excluding Group 3 Part-time, 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) The annual benefit accrual of the VAP Plan for employees will be as follows:

*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.  
All Tentative Agreements between the parties are subject to ratification.*

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

	<b>Effective <u>March 2, 2025</u></b>	<b>Effective [1st PP <u>after</u> <u>ratification</u>]. <u>2025</u></b>	<b>Effective <u>January 2,</u> <u>2028</u></b>
<b>VAP Accrual Rate for participants hired on or after <u>1/1/19</u></b>	<b><u>\$39.50</u></b>	<b><u>\$39.50</u></b>	<b><u>\$39.50</u></b>
<b>VAP Accrual Rate for participants hired on or before <u>12/31/18</u></b>	<b><u>\$39.50</u></b>	<b><u>\$28.50</u></b>	<b><u>\$39.50</u></b>

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 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. Effective [1st pay period after ratification], 2025, the 3.0% cap shall be eliminated.

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- (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 be fixed as of the date of their retirement, or (2) 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 and the Union agree that during the term of this contract the parties will convert the Legacy Plan and VAP Plan Weekly Contribution Rates set forth above to an Hourly Composite Contribution Rate, to be effective with the employer's contribution payments for January 2019 to the VAP Plan and effective with the March 2019 payments for the Legacy Plan per the Plan Board of Trustees policy and as bargained.~~

~~The Board of Trustees will vote on a plan contribution conversion policy no later than October 31, 2018. The hourly composite contribution rates will be equivalent to what the weekly contribution rates would have been for the same time periods. Such policy must protect the financial integrity of the two plans and treat the converting employers fairly and equitably.~~

~~The collective bargaining agreement will be revised to state the hourly composite contribution rates and procedures once they are adopted by the board of trustees.~~

~~(M)(N)~~ 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.

**Option A:**

Insert language and table in 14(C):

**UFCW Local 663 Proposals to Metro Retail Grocery Employers  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
New UNION 5 - April 9, 2025 @ 9:30am**

**8.8% effective March 2, 2025; 8.8% effective March 1, 2026; and 8.8% March 7, 2027.**

Weekly Contribution Rates	Pre-March <u><b>2025</b></u>	Effective March <u><b>2,</b></u> <u><b>2025</b></u>	Effective March <u><b>1,</b></u> <u><b>2026</b></u>	<u><b>Effective</b></u> <u><b>March 7,</b></u> <u><b>2027</b></u>
Full-time:	<u><b>\$167.56</b></u>	<u><b>\$182.31</b></u>	<u><b>\$198.35</b></u>	<u><b>\$215.80</b></u>
Part-time:	<u><b>\$54.65</b></u>	<u><b>\$59.46</b></u>	<u><b>\$64.69</b></u>	<u><b>\$70.38</b></u>

**The Employer shall remit a minimum of [x] Full-Time and [x] Part-Time Contributions each week. [Calculate as average weekly contributions for this respective Employer during the 26 week period ending March 1, 2025]**

**[Add new section above:] 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).**

**Option B:**

Insert language and table in 14(C):

**10.1% effective March 2, 2025; 10.1% effective March 1, 2026; and 10.1% March 7, 2027.**

Weekly Contribution Rates	Pre-March <u><b>2025</b></u>	Effective March <u><b>2,</b></u> <u><b>2025</b></u>	Effective March <u><b>1,</b></u> <u><b>2026</b></u>	<u><b>Effective</b></u> <u><b>March 7,</b></u> <u><b>2027</b></u>
Full-time:	<u><b>\$167.56</b></u>	<u><b>\$184.48</b></u>	<u><b>\$203.12</b></u>	<u><b>\$223.63</b></u>
Part-time:	<u><b>\$54.65</b></u>	<u><b>\$60.17</b></u>	<u><b>\$66.25</b></u>	<u><b>\$72.94</b></u>