

Union Proposals

1. (Article 1, Section 5) Probationary period changed from 60 to 30 days
2. (Article 2, Section 2.A) Overtime after scheduled hours in a day - for example if scheduled for 8 hours, will be paid OT after 8, if scheduled for 9 or 10 hours then will be paid OT after 9 or 10 hours
3. (Article 3, Section 2) Holiday Pay
 - a. Increase rate of pay to 2x and 1.5x for hours worked from 1.5x and straight time
 - b. Easter- need clarity: what is current practice for pay when worked?
4. (Article 4) PTO accrual increase
 - a. Cash out option for unused vacation
 - b. Change from 1 year to 90 days to use PTO
 - c. Comply with new MN Sick and Safe Time and Paid Family Medical Leave legislation
 - d. Change vacation accrual

FROM	0-1 year	1 week
	1-7 years	2 weeks
	7-15 years	3 weeks
	15-19 years	4 weeks
	19+ years	5 weeks
TO	0-5 years	2 weeks
	5-12 years	3 weeks
	12-19 years	4 weeks
	19+ years	5 weeks
5. (Article 5) Wages
 - a. Wage increase
 - b. Increase starting wage
 - c. Pay equity
 - d. Lead pay increase
6. (Article 9) Increase bereavement leave

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

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

~~Paid leave for days lost from work for bereavement shall, except in the case of leaves of a spouse, parent or child, be the day of burial and the day or days preceding such burial.~~

7. (Article 11) SPUR Leave

- a. (NEW)SPUR (Special Project Union Representative) Leave: A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a 30-day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health & Welfare and Retirement programs as provided by the agreement during this leave of absence. The Employer would provide this leave without loss of seniority. For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union.
- b. (NEW) Any employee who is on SPUR leave, shall receive their regular pay from the Employer while on such leave; however, the Employer shall submit to the Union an invoice for reimbursement of an amount based on such Employee's gross hourly rate of pay and benefits for such leave, and the Union shall then reimburse the Employer for such amount.

8. (Article 15) 401K contribution increase

9. (Article 16) Replace BMS with FMCS, with modification to include FMCS furnishing a list of seven (7) arbitrators to select from

10. (Article 21) Health and Welfare

- a. Redirect L&B portion of H&W funds to cover all current employees' portion of H&W contributions for 2 year CBA
- b. Employer will make breakeven / true cost contributions per Union proposal, with no increase to employees
- c. Section 5. The Employer agrees to pay the weekly health and welfare payment for part-time employees, when said part-time employees are on a paid vacation.

11. (Appendix A1) Increase shift differentials

- a. 10pm - 6am
- b. Increase hourly premium for 3rd shift
- c. NEW hourly premium for 2nd shift

12. NEW: Training differential - \$1 per hour for all hours of the scheduled shift to train new or temporary employees

13. NEW: Negotiations - All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes (e.g. health insurance, retirement, and Paid Time Off (PTO) benefit calculations, etc.). For wages during negotiations, the Employer shall submit to the Union an invoice for

reimbursement of an amount based on such Employee's gross hourly rate of pay and the Union shall reimburse the Employer for such amount.

14. NEW: Technological Changes and Automation

(A) The parties recognize that automated equipment and technology is available. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows: In the event the Employer introduces technological changes or automation which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such a change will be given to the Union.

(B) In addition, the Employer agrees:

- 1) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- 2) Where retraining is not applicable, the Employer will make every effort to affect a transfer to another position within the facility first before looking at other positions within LFHI.
- 3) In the event an employee is not retrained or transferred and permanently displaced as a direct result of major technological changes or automation, the employee will be eligible for severance pay as follows:

All employees with four (4) or more years of continuous service will be eligible for one (1) week's average pay with a maximum of forty (40) hours for each completed year of continuous service. Maximum severance pay under this Article shall be six (6) week's pay to be paid on the employee's regularly scheduled payday.

(C) An employee shall be disqualified for severance pay in the event the employee:

- 1) Refuses retraining.
- 2) Refuses a transfer within the bargaining unit.
- 3) Voluntarily terminates employment.

(D) It is further agreed and understood between the parties that the layoff provisions contained in this Agreement shall be complied with in the event of any technological or automation changes causing layoff.