

**UFCW Local 663 and Metro Retail Grocery Employers
2025 Successor CBA Negotiations
January 16, 2025**

Union proposal for H&W replacement language:

Article 15: Health and Welfare

- (A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (“MRMC Health Fund”) contributions on behalf of any employee, as eligible in (B) below. Such MRMC Health Fund is jointly administered by Union Trustees and Employer Trustees, 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. The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. Benefits may be modified by the MRMC Health Fund Board of Trustees.
- (B) Eligibility: For the purpose of benefits eligibility under the MRMC Health Fund, employees shall be defined as follows:
- a. Eligible Full-Time employees, regardless of classification, shall be those employees regularly scheduled for **thirty (30)** hours or more per week.
 - b. Eligible Part-Time employees, regardless of classification, shall be those employees regularly scheduled for **twenty-four (24)** hours or more per week, but less than **thirty (30)** hours per week.
 - c. Eligible Other employees (i.e. Ancillary-eligible), regardless of classification, shall be those employees regularly scheduled for less than **twenty-four (24)** hours per week.
- (C) Promotion in Eligibility Status: Employees who are regularly scheduled for less than **thirty (30)** hours per week shall be considered Eligible Full-Time, for purposes of this Article, should they have at least **three hundred sixty (360)** compensated hours in a twelve (12) week period, effective the first (1st) day of the following calendar month. Employees who are regularly scheduled for less than twenty-four (24) hours per week shall be considered Eligible Part-Time, for purposes of this Article, should they have at least **two hundred eighty-eight (288)**, but less than **three hundred sixty (360)**, compensated hours in a twelve (12) week period, effective the first (1st) day of the following calendar month.
- (D) Demotion in Eligibility Status: Employees who have been Eligible Full-Time employees and whose employment has not terminated shall only lose Eligible Full-Time status, for purposes of this Article, after failing to achieve at least **three hundred sixty (360)**

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compensated hours in each of two (2) consecutive twelve (12) week periods, effective the first (1st) day of the calendar month following the end of the second consecutive twelve (12) week period. Employees who have been Eligible Part-Time employees and whose employment has not terminated shall only lose Eligible Part-Time status, for purposes of this Article, after failing to achieve at least two hundred eighty-eight (288) compensated hours in each of two (2) consecutive twelve (12) week periods, effective the first (1st) day of the calendar month following the end of the second consecutive twelve (12) week period.

(E) Waiver of Coverage (i.e. Opt Out): Employees may voluntarily waive coverage under the MRMC Health Fund in the event they have available coverage through other means (e.g. through a spouse or other family member, or through the government). In the event that an employee chooses to waive coverage, they must follow any applicable Fund rules and regulations regarding same, and no contributions shall be made on behalf of the employee. The Employer agrees that it will not advocate, pressure, or offer financial incentives to employees to influence their decision of whether to elect or waive coverage, but shall only provide factual information about coverage options/costs so that any election to waive coverage is knowing and voluntary.

(F) Open Enrollment: Pursuant to the MRMC Health Fund's Plan rules, eligible employees will annually have the opportunity to elect coverage under the MRMC Health Fund. 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 in MRMC Health Fund and do not need to modify their coverage election do not need to take any other action during the annual open enrollment period to continue their existing coverage under the MRMC Health Fund.

(G) Qualifying Life Event: Pursuant to the MRMC Health Fund plan rules, eligible employees will have the opportunity to elect or change coverage under the MRMC Health Fund should they experience a qualifying life event in accordance with applicable law.

(H) Contribution and Coverage Schedule: The Employer shall make MRMC Health Fund contributions on a monthly basis for each eligible employee who incurred compensable hours or on Family Medical Leave in the preceding calendar month. Benefit coverage shall be for the calendar month following the MRMC Health Fund's receipt of a contribution. Eligibility, relative to the employee's initial start of employment, shall commence as follows:

First day of the calendar month after the first calendar month during which contributions are due on the employee's behalf. Contributions are due on an employee's behalf as follows:

a. Eligible Full Time: the calendar month after the first month with hours

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worked.

- b. Eligible Part-Time: the calendar month after the **[NUMBER]** calendar month with hours worked.
- c. Eligible Other employees (i.e. Ancillary): the first calendar month after the **[NUMBER]** calendar month with hours worked.

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

Upon end of employment, regardless of reason (e.g. retirement, layoff, termination), the final contribution remitted to the MRMC Health 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. The employee's coverage under the MRMC Health Fund will end on the last day of the month following the month in which the last employer contribution on the former employee's behalf is due.

- (I) Contribution Amounts: The Employer shall remit monthly to the MRMC Health Fund the total contribution amounts for each participating employee as follows, and may deduct, on a pre-tax basis, an employee portion. Any employee portion shall be divided equally across each pay period per month.

[INSERT CONTRIBUTION TABLE]

- (J) Health Reimbursement Arrangement ("HRA") Account Contributions: The Employer shall remit **[AMOUNT]** monthly to the MRMC Health Fund on behalf of each participating employee for the purpose of funding each such employee's HRA Account under the MRMC Health Fund.

- (K) Remittance: The Employer shall remit the monthly contributions described above to the MRMC Health Fund not later than fifteen (15) days following the end of each Employer reporting period (as established by the Trustees) (the "Due Date"). Contributions not timely received by the MRMC Health Fund may be subject to interest, liquidated damages and other charges in accordance with the MRMC Health Fund's Policy on the Collection of Delinquent Accounts.

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