

LUND FOOD HOLDINGS, INC. PROPOSALS
UFCW LOCAL 663 RETAIL CONTRACT NEGOTIATION

Presented February 27, 2025

These proposals are offered in a good faith effort to reach negotiated agreements for our collective bargaining agreement with UFCW Local 663. We reserve the right to add to, subtract from or modify the terms of our proposals throughout the course of negotiations. Any proposals that are withdrawn by Lund Food Holdings, Inc. during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any proposal or any withdrawal or modification of a proposal does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between Lund Food Holdings, Inc. and the Union concerning all matters related to these negotiations.

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
1		Article 2; Section 2.5.E Waiver of Minimum Hours	Replace language with the following: 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 until the employee or Employer revokes it. 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 their store and be 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(i).
2		Article 4 Paid Time Off	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.
3		Article 5; Section 5.3 PT Hours Worked	Eliminate this section.
4		Article 5; Section 5.5 Department Manager Replacement	Replace language with the following: Any time a department manager is scheduled to work less than 5 days in their designated work week, excluding weeks of a designated holiday, a replacement will be identified and assigned on the schedule to fill in as department manager. 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.
5		Article 6 Discharge	Replace all language in the first paragraph with the following: No employee shall be discharged without good and sufficient cause. Dishonesty, gross inefficiency, theft, harassment, possession of a firearm in the store, threatening or engaging in violence, vandalism, insubordination, or serious safety violations will be considered as causes for dismissal without progressive discipline. Being under the influence of alcohol or illegal controlled substance(s) (drugs) while at work will be considered as causes for dismissal without progressive discipline to the extent permitted by law. Add the following language: An employee who terminates employment after one (1) or more years of continuous employment shall receive their accrued PTO pay unless they committed an offense that warranted discharge without progressive discipline as provided by Article 6.
6		Article 11 Leaves of Absence	Replace all language in Article 11.2 with the following: The Employer, at its sole discretion, may grant a request for a leave of absence from an employee who is elected or appointed to a Union office to perform official Union business. The Union will provide a 30-day minimum notice of the request to the Employer, stating the starting and ending time for such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave. Replace all language in Article 11.7 with the following: The Employer, at its sole discretion, may grant a request for a leave of absence 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 of the request to the Employer, stating the starting and ending time for such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave. Relocate Section 4.8 to Article 11 classifying it Section 11.11 and replace all existing language with the following: Upon implementation of the State of Minnesota Paid FMLA law, the employer retains the right to deduct payroll taxes to the maximum amount allowed by state Paid Family Medical Leave legislation or implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit provided it receives commissioner approval. Relocated Section 4.9 to Article 11 classifying it as Section 11.12. No language changes being proposed.
7		Article 12 Visitation	Replace language with the following: Union representatives shall be admitted to the workrooms at all times employees of the bargaining unit are at work to collect union dues and to satisfy the union representative that the terms of the contract are being complied with. It is understood, however, that the union representative will first make their presence known to the store manager or their non-bargaining unit management representatives. The Employer agrees that union representatives may take an employee off the sales floor to discuss the benefits of this Agreement, Union membership, or any other matter related to the employee's employment for a reasonable period of time not to exceed 15 minutes. The employee's wages while attending such a meeting will be paid for by Union. These meetings must be pre-scheduled by the Union with Management no less than 48 hours prior to the meeting. Union representatives and stewards will not interrupt employees who are serving customers. The Employer shall provide the Union with bi-weekly new hire reports (to include name, store, department, classification, and wage rate).
8		Article 15 Health & Welfare	Refer to APPENDIX: Health & Welfare.
9		Article 16 Arbitration	Replace Section 16 in its entirety with the following: Section 16.1: Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for PTO, holiday, jury pay and bereavement pay. Section 16.2: 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 shall be called upon to furnish a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, from which the arbitrator will be selected. The panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service 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. Section 16.3: The expense of the arbitrator shall be divided equally between the Employer and the Union. Section 16.4: There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award. Section 16.5: Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, will result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows: (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance. (B) If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a panel from the Federal Mediation and Conciliation Service. (C) The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the arbitrator is not available within such period. In each of the above steps, the days referred to are working days.

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#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
10		Article 17; Section 17.2.H Seniority - Department Head Classification	Modify language pertaining to Department Head Pay and Designation as follows: The Employer may designate Department Heads consistent with the following provisions: There shall be no fewer than four (4) Department Heads per store in the Food Handler departments. The Employer may designate what positions or jobs will be recognized as Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within the company.
11		Article 25 Subcontracting	Replace Section 25 in its entirety with the following: The Employer shall be allowed to subcontract any existing or new operation of its business provided no existing employee covered under this agreement will suffer a reduction in hours as a result. The Employer will notify the Union at least 30 days in advance of its intent to subcontract any aspect of its operation that falls within the jurisdiction of the local union.
12		New Article - Article 29 <i>(reclassify all subsequent articles)</i> Management Rights	Add the following language: The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement. This Agreement shall be interpreted as if every possible right of management is expressly included herein. The parties agree that their decision not to list other rights or the above rights in more specific detail is for the sake of brevity only and shall not be construed as a limitation on the Employer's right and ability to unilaterally exercise such rights. The Employer's exercise of such rights shall not be subject to bargaining or the grievance/arbitration provisions of this Agreement unless the exercise of such rights violates a clear and express provision of this Agreement.
13		Appendix A-1 Appendix A-2	Eliminate both Appendices. No modification to defined work weeks and eligibility for Sunday premium pay.
14		Appendix B Appendix C Appendix D Wage Scales	Refer to Employer Proposal APPENDIX: WAGE PROGRESSIONS Add the following language for City, State, or Federal Minimum Wage and Other Wage Increases: Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression will be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, that employee will not receive the scheduled wage progression. In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in the minimum wage, the wage rate for all employees shall be raised to the new minimum wage. The employer may apply greater hourly wage increases at its discretion to address wage compression.
15		Letters of Agreement	Renew Letters of Agreement covering: CSO Retail Support, Sushi, and Online Shopping Renew Letter of Understanding covering: SPUR Leave

APPENDIX: HEALTH & WELFARE PROPOSAL

These proposals are offered in a good faith effort to reach negotiated agreements for our collective bargaining agreement with UFCW Local 663. We reserve the right to add to, subtract from or modify the terms of our proposals throughout the course of negotiations. Any proposals that are withdrawn by Lund Food Holdings, Inc. during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any proposal or any withdrawal or modification of a proposal does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between Lund Food Holdings, Inc. and the Union concerning all matters related to these negotiations.

Article 15: Health and Welfare (Eliminate current language)

- (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.
- (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.
 - 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.
- (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.
- (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:

- Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for paid time off (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 paid time off (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.
- 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 paid time off (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:

Weekly Health & Welfare Cost

Effective first reporting period following ratification	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT	\$267.82	\$20.00	\$287.82	93.05%	6.95%
Modified PT – Single Only	\$158.84	\$10.00	\$168.84	94.08%	5.92%
Ancillary	\$5.76	\$1.00	\$6.76	85.20%	14.80%

Effective 1/1/2026	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT – Single	\$148.73	\$16.53	\$165.26	90.00%	10.00%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.00%	10.00%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.00%	10.00%
FT – Family	\$513.13	\$57.02	\$570.15	90.00%	10.00%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.00%	10.00%
Ancillary	\$6.70	\$0.75	\$7.45	90.00%	10.00%

Effective 1/1/2027	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT – Single	\$148.73	\$16.53	\$165.26	90.00%	10.00%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.00%	10.00%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.00%	10.00%
FT – Family	\$513.13	\$57.02	\$570.15	90.00%	10.00%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.00%	10.00%
Ancillary	\$6.70	\$0.75	\$7.45	90.00%	10.00%

Effective 1/1/2028	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT – Single	\$148.73	\$16.53	\$165.26	90.00%	10.00%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.00%	10.00%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.00%	10.00%
FT – Family	\$513.13	\$57.02	\$570.15	90.00%	10.00%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.00%	10.00%
Ancillary	\$6.70	\$0.75	\$7.45	90.00%	10.00%

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 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 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.

APPENDIX: WAGE PROGRESSIONS

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(* Team members will get negotiated raises promptly if ratification occurs within a week of the current contract's expiration or earlier if ratified before the expiration date. But, if ratification is delayed by more than one week beyond the expiration date, these raises will be delayed.

TOP / OVERSCALE INCREASES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	CBA TERM INC %
	Effective Monday Prior to Ratification*	Effective March 2, 2026	Effective March 1, 2027	Effective March 6, 2028	
	Dollars (\$)	Dollars (\$)	Dollars (\$)	Dollars (\$)	
Full-time: Head Meat Cutter <i>(only for hires/promotions before contract expiration)</i>	\$0.85	\$0.85	\$0.85	\$0.85	9.65%
Full-time: Meat & Seafood Journeyman	\$0.80	\$0.80	\$0.80	\$0.80	9.85%
Full-time: Meat & Seafood Service Employee	\$0.75	\$0.75	\$0.75	\$0.75	9.64%
Full-time: Department Head	\$0.85	\$0.85	\$0.85	\$0.85	9.82%
Full-time: FT Food Handler	\$0.75	\$0.75	\$0.75	\$0.75	9.64%
Full-time: Classified Assistant	\$0.70	\$0.70	\$0.70	\$0.70	9.61%
Part-time: Modified & Regular	\$0.50	\$0.50	\$0.50	\$0.50	9.52%
Part-time: Courtesy & Custodial	\$0.40	\$0.40	\$0.40	\$0.40	9.41%

APPENDIX B

	CURRENT	Effective Monday Prior to Ratification*
Head Meat Cutter <i>(only for hires/promotions before contract expiration)</i>	\$35.24	\$35.24
Journeyman	\$32.50	\$32.50

Existing Head Meat Cutters will receive the top / overscale increase for full-time classifications

Service Employee	CURRENT	Effective Monday Prior to Ratification*
next 2080 hours	\$31.13	\$31.13
next 2080 hours	\$21.00	\$21.00
next 2080 hours	\$19.50	\$19.50
next 2080 hours	\$17.50	\$17.50

APPENDIX C

Department Head	CURRENT	Effective Monday Prior to Ratification*
next 2080 hours	\$34.63	\$34.63
next 2080 hours <i>(only for hires/promotions after contract expiration)</i>	-	\$33.88
next 2080 hours <i>(only for hires/promotions after contract expiration)</i>	-	\$33.13

Full-Time Food Handlers	CURRENT	Effective Monday Prior to Ratification*
next 2080 hours	\$31.13	\$31.13
next 2080 hours	\$26.50	\$26.50
next 2080 hours	\$25.00	\$25.00

Classified Assistant	CURRENT	Effective Monday Prior to Ratification*
next 2080 hours	\$29.13	\$29.13
next 2080 hours <i>(only for hires/promotions after current contract expiration)</i>	-	\$28.25
next 2080 hours <i>(only for hires/promotions after current contract expiration)</i>	-	\$27.25
next 2080 hours <i>(only for hires/promotions after 2023 contract ratification)</i>	\$26.25	\$26.25
next 2080 hours <i>(only for hires/promotions after 2023 contract ratification)</i>	\$24.50	\$24.50
next 2080 hours <i>(only for hires/promotions after 2023 contract ratification)</i>	\$23.50	\$23.50
next 2080 hours <i>(only for hires/promotions after 2023 contract ratification)</i>	\$22.50	\$22.50
next 2080 hours	\$21.50	\$21.50
next 2080 hours	\$20.50	\$20.50

Part-Time Food Handlers	CURRENT	Effective Monday Prior to Ratification*
next 700 hours	\$21.00	\$21.00
next 700 hours	\$20.75	\$20.75
next 700 hours	\$20.50	\$20.50
next 700 hours	\$20.25	\$20.25
next 700 hours	\$20.00	\$20.00
next 700 hours	\$19.75	\$19.75
next 700 hours	\$19.50	\$19.50

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(*) Team members will get negotiated raises promptly if ratification occurs within a week of the current contract's expiration or earlier if ratified before the expiration date. But, if ratification is delayed by more than one week beyond the expiration date, these raises will be delayed.

next 700 hours	\$19.25	\$19.25
next 700 hours	\$19.00	\$19.00
next 700 hours	\$18.75	\$18.75
next 700 hours	\$18.50	\$18.50
next 700 hours	\$18.25	\$18.25
next 700 hours	\$18.00	\$18.00
next 700 hours	\$17.75	\$17.75
next 700 hours	\$17.50	\$17.50
next 700 hours	\$17.25	\$17.25
next 700 hours	\$17.00	\$17.00
next 700 hours	\$16.75	\$16.75
next 700 hours	\$16.50	\$16.50
next 700 hours	\$16.25	\$16.25
next 700 hours	\$16.00	\$16.00
next 700 hours	\$15.75	\$15.75
next 700 hours	\$15.50	\$15.50
next 700 hours	\$15.25	\$15.25
next 700 hours	\$15.00	\$15.00
next 700 hours	\$14.75	\$14.75
next 700 hours	\$14.50	\$14.50
next 700 hours	\$14.25	\$14.25
next 700 hours	\$14.00	\$14.00

Courtesy and Custodial	CURRENT	Effective Monday Prior to Ratification*
next 700 hours	\$17.00	\$17.00
next 700 hours	\$16.75	\$16.75
next 700 hours	\$16.50	\$16.50
next 700 hours	\$16.25	\$16.25
next 700 hours	\$16.00	\$16.00
next 700 hours	\$15.75	\$15.75
next 700 hours	\$15.50	\$15.50
next 700 hours	\$15.25	\$15.25
next 700 hours	\$15.00	\$15.00
next 700 hours	\$14.75	\$14.75
next 700 hours	\$14.50	\$14.50
next 700 hours	\$14.25	\$14.25
next 700 hours	\$14.00	\$14.00
next 700 hours	\$13.75	\$13.75
next 700 hours	\$13.50	\$13.50
next 700 hours	\$13.25	\$13.25
next 700 hours	\$13.00	\$13.00
next 700 hours	\$12.75	\$12.75
next 700 hours	\$12.50	\$12.50
next 700 hours	\$12.25	\$12.25
next 700 hours	\$12.00	\$12.00