

2025 Kowalski's Companies UFCW 663 Proposal
Presented March 18, 2025 7:00pm

These proposals and responses are offered by Kowalski's Companies in a good faith effort to reach a negotiated successor contract to our respective collective bargaining agreement with UFCW Local 663 that expired on March 1, 2025. Any agreement as to a specific proposal is considered to be a tentative agreement subject to the final agreement between us and the Union concerning all matters related to these negotiations. Kowalski's reserves the right to add, modify, subtract, or delete any of its proposals and responses at any time during these negotiations.

- Term of Contract four (4) years.
 - Ratification* – February 28, 2026
 - March 1, 2026 – March 6, 2027
 - March 7, 2027 – March 4, 2028
 - March 5, 2028 – March 3, 2029

*Initial wage increase is retroactive for up to one week if ratified after contract expires and is effective early if ratified before contract expires.

- **Article 2: Hours of Work - Overtime**

- **Section 2.5(E)**

- The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid ~~for six (6) months, at which time a new written request must be submitted by the employee for the Employer's approval until the employee or Employer revokes or requests to change it, which must be with a two (2) weeks' written notice. Upon a change or 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 such approval approved requests shall be promptly sent to the Union maintained by the Employer at the store level and available to the Union upon request, and a~~ 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).

- **Section 2.11: Four (4) - Ten (10) Hour Workweek Option - DROP**

- Eliminate this Section and all references to Four (4) - Ten (10) Hour Workweek Option

- **Article 4: Paid Time Off (PTO)**

- **Section 4.1:**

- ~~Regular full time, part time, Custodial employees, and Courtesy employees in the continuous employ of the Employer (excluding Group 3 part time employees) shall start to accrue (i) one (1) week of paid time off (PTO) up to forty (40) hours at the start of the first (1st) year of service; (ii) two (2) weeks of PTO up to weight (80) hours at the start of the second (2nd) year of service; (iii) three (3) weeks of PTO up to one hundred twenty (120) hours at the start of the eighth (8th) year of service; (iv) four (4) weeks of PTO up to one hundred sixty (160) hours at the start of the sixteenth (16th) year of service; and (v) five (5) weeks of PTO up to two hundred (200) hours at the start of the twentieth~~

~~(20th) year of service with the same qualifications as stated herein. Eligible PTO shall accrue monthly in equal amounts over an eligible employee's anniversary year and be credited on the first day of each month.~~

- ~~▪ Group 3 Part Time employees in continuous employment of the Employer shall start to accrue (i) one (1) week of PTO at the start of the first (1st) year of service, (ii) two (2) weeks of PTO at the start of the third (3rd) year of service, and (iii) three (3) weeks of PTO at the start of the eighth (8th) year of service. Eligible PTO shall accrue monthly in equal amounts over an eligible employee's anniversary year and be credited on the first day of each month.~~

Full Time and Part Time

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

Group 3

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

- *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.

○ **New Section 4.5: DROP**

- 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. Employees who terminate employment with less than one (1) year of service will not have their PTO paid out.

• **Article 5 (and others containing pharmacy language)**

- Eliminate all Pharmacy language – **Union TA'ed 2/27/2025**
 - Sec. 5.9 (A), sec. 17.1 (D), Sec. 17.1 in paragraph 'All part-time...), sec. 17.2 Group 1 - (I) two times, sec. 17.2 Group 2 (D), sec. 17.5A, sec.17.5B, sec. 17.6, Article A-1 Food Handlers Sunday Clause, two instances in wages section Appendix C

- And any other references to Pharmacy Language – **Union TA'ed 2/27/2025**

○ **New Section 5.8: 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.

- **Article 6 Discharge** – revise the first paragraph of Article 6 as follows: **DROP Keep current Language**

- No employee shall be discharged without good and sufficient cause. Dishonesty, ~~drunkenness~~, gross inefficiency, ~~theft, harassment, possession of a firearm in the store, threatening or engaging in violence, vandalism, insubordination, or serious safety violations and use of illegal controlled substance(s) (drugs)~~ will be considered as causes for dismissal without progressive discipline. Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated. 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.

- **Article 11: Leaves of Absence**

- **Section 11.2: Union Leave**

An employee with at least one (1) year of seniority, who is elected or appointed to a full-time Union office, shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year. Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union. Leaves of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of ~~one (1)~~ **two (2)** week's notice (except Union emergencies), stating the starting and ending time for such leave.

The Employer shall not be required to give a leave for more than one (1) employee from each store.

- **Section 11.7 SPUR Leave** **Keep Current Language**

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 Pension 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.

- **New Section 11.11: TA'd by Union 2:05pm 3/18/2025**

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.

• **Article 15: Health and Welfare –**

~~(A) The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee who has worked thirty two (32) or more hours (full time), exclusive of hours worked on Sundays and holidays, except for floating and banked holidays. The Employer further agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund contributions on behalf of any employee (excluding Courtesy, Custodial and Group 3 part-time employees) working less than thirty two (32) hours per week (part-time) exclusive of hours worked and/or paid for on Sundays and holidays. Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.~~

~~(B) The Employer agrees to pay contributions into the same Health and Welfare Fund on behalf of its Retail Specialist employees on the same basis as provided in Section A of this Article except that, in the case of such employees, hours worked on Sundays (but not on holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for these employees for any particular week.~~

~~(C) Starting on May 1, 2021, the Employer will make contributions for Ancillary Benefits (Doctor on Demand, Dental, Vision, Life and AD&D) for Regular Part Time, Group 3 and Courtesy and Custodial Part Time employees who choose to opt-in for the benefit. New hires will have a ninety (90) day open enrollment period from their date of hire. An annual open enrollment will be held the months of January and February for all eligible employees. The Employer will make contributions to the Fund for Ancillary Benefits the month after a ninety (90) day waiting period for new hires. The Employer will make contributions to the Fund for Ancillary Benefits the month after the open enrollment period for current employees.~~

~~(D) The schedule of contributions is as follows (see example in Appendix D):~~

Effective March 2023		Effective March 2024				
Contract Classification	Total Contribution	Employee contribution	Employer contribution	Total Contribution	Employee contribution	Employer contribution
Full Time	\$269.83	\$25.00*	\$244.83	\$287.82	\$25.00*	\$262.82
Part Time:	\$158.32	\$10.00*	\$148.32	\$168.84	\$10.00*	\$158.84
Modified						

Part Time:	\$6.58	\$1.00*	\$5.58	\$6.76	\$1.00*	\$5.76
Regular, Courtesy and Custodial						

*See 15(M) below.

~~The Employer will collect the employee contributions which will offset the Employer contributions. The Employer will implement a pre-tax plan for employee contributions. In the event that an employee should “opt out” of coverage, then there will be no employer nor employee contribution due on their behalf.~~

~~(E) Modified part time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the Employer paid part time contributions and the full time contributions, as set forth in Article 15(C).~~

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

~~(G) The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this labor Agreement. Benefits may be modified by mutual agreement of the Board of Trustees.~~

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

~~(I) The Employer agrees to pay the weekly health and welfare payment for those modified part time employees with five (5) years or more service, with the same Employer, when said part time employees are on a paid vacation.~~

~~(J) The Employer agrees to make weekly health and welfare contributions on all participating employees (full-time employees and part-time employees in accordance with Paragraphs above) for all earned or accrued vacation and holidays, provided that in no case shall there be more than fifty two (52) weeks of contributions in any anniversary year on behalf of any employee (as in the case where an employee chooses to work and take pay in lieu of earned vacation).~~

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

~~(L) The Employer will not make any employer contributions to the MRMC fund for the time period from July 30, 2023 through September 23, 2023 but shall make employee contributions during the same period.~~

~~(M) FT and PT employees who currently have coverage through the MRMC plan will not make any weekly contributions from July 30, 2023 through June 21, 2025 but such contributions shall resume on June 22, 2025.~~

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. 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:

- 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:

Weekly Health & Welfare Cost

<u>Effective first reporting period following ratification</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
<u>FT</u>	<u>\$262.82</u>	<u>\$25.00</u>	<u>\$287.82</u>	<u>91.3%</u>	<u>8.7%</u>
<u>Modified PT – Single Only</u>	<u>\$158.84</u>	<u>\$10.00</u>	<u>\$168.84</u>	<u>94.1%</u>	<u>5.9%</u>
<u>Ancillary</u>	<u>\$5.76</u>	<u>\$1.00</u>	<u>\$6.76</u>	<u>85.2%</u>	<u>14.8%</u>

<u>Effective 1/1/2026</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
FT – Single	\$148.73	\$16.53	\$165.26	90.0%	10.0%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.0%	10.0%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.0%	10.0%
FT – Family	\$513.13	\$57.02	\$570.15	90.0%	10.0%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.0%	10.0%
Ancillary	\$6.70	\$0.75	\$7.45	90.0%	10.0%

<u>Effective 1/1/2027</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
FT – Single	\$148.73	\$16.53	\$165.26	90.0%	10.0%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.0%	10.0%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.0%	10.0%
FT – Family	\$513.13	\$57.02	\$570.15	90.0%	10.0%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.0%	10.0%
Ancillary	\$6.70	\$0.75	\$7.45	90.0%	10.0%

<u>Effective 1/1/2028</u>	<u>Employer Cost</u>	<u>Employee Cost</u>	<u>Total Benefit Cost</u>	<u>Employer %</u>	<u>Employee %</u>
FT – Single	\$148.73	\$16.53	\$165.26	90.0%	10.0%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.0%	10.0%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.0%	10.0%
FT – Family	\$513.13	\$57.02	\$570.15	90.0%	10.0%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.0%	10.0%
Ancillary	\$6.70	\$0.75	\$7.45	90.0%	10.0%

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.

J. 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.

- **Article 16: Arbitration**

- **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 five (5) seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, from which the arbitrator will be selected. The panel of five (5) 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, may 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.

- **Article 22: Safety and Store Security/No Match Letters:**
 - **Section 22.2(4)**
 - The Employer will not require the affected employee to bring in a copy of his or her Social Security card for the Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status unless the Employer learns that there was an error or omission on the I-9 form that was completed at the time of hire.
- **New Article 29: Management Rights (re-number subsequent articles)**
 - The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement.
- **Appendices B and C: Wages**
 - **Remove existing appendices and replace with the attached.**
- **Clean-up Language – Union TA'ed 2/27/2025**
 - **Article 3: Holidays**
 - **Section 3.1**

Except as provided in Article 3, Section 3.1, it is agreed that no ~~employee~~ shall be required or permitted to work on the following holidays:
 - **Article 5: Wages**
 - **Section 5.9**

(B) Part-time Employees: These employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth above in Section ~~5.8~~ 5.9, Paragraph A. In addition, the employee may wait upon trade and use the knife or slicer when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer. This also includes portion cutting of fish fillets for traying purposes and fabricating and processing of all value added or specialty items.
 - **Article 22: Safety and Store security/No Match Letters**
 - **Section 22.1: Health and Safety**

(D) Safety Meetings

 - 1. Safety committee meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and meeting outcomes will be posted in-store for all store employees to review and provide feedback.
 - ~~1.2.~~ An active Union steward, from within the store, may choose to be a part of the Safety Committee and attend/participate in the safety meetings. However, the Employer shall not be obligated to

reschedule safety meetings on account of the Union steward's inability to make a meeting. A Union representative may attend safety meetings if they so choose.

Responses to Union 3:

- 6(H) – Kowalski's TA'ed Feb. 27, 2025
- 10(A) – Kowalski's counters with the following change to this paragraph of Section 5.8: All full-time employees shall receive a minimum of ~~two (2)~~ 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 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.
- 10(B) – Kowalski's notes that this is already in the CBA.
- 10(E) – Kowalski's TA's the following addition: 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.
- 11(A) – Kowalski's TA'ed addition of stepparent Feb. 27, 2025
- 11(B) – Kowalski's maintains its counter that it could agree to increase holiday pay from 4 to 6 hours paid for any PT employees who has 10 or more years of service.
- 12(G) – Kowalski's notes that it is already at \$23.50.
- 15 – Kowalski's requests further discussion with the Union to better understand the proposal.
- Kowalski's rejects all other proposals in Union 3 for the reasons it previously explained. If the Union has any questions about its positions on particular proposals, Kowalski's is happy to address them.

Responses to Union 4

- 1(B)\$1.50 for MOD – **have language in the current contract Article 5, Section 5.7**
- 6(F) – Kowalski's maintains its counter that it can make this work if this applies to 7 days that consist of Sunday – Saturday.
- 11(A) **already have Group 3 included**
- Kowalski's rejects all other proposals in Union 3 & 4 for the reasons it previously explained. If the Union has any questions about its positions on particular proposals, Kowalski's is happy to address them.