

2025 Knowlan's UFCW 663 Proposal
Presented March 18, 2025 at 7:00pm

These proposals and responses are offered by Knowlan's 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 2, 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. Knowlan's reserves the right to add, modify, subtract, or delete any of its proposals or responses at any time during these negotiations.

Proposed changes to previous contract language are tracked by [additions](#) and [deletions](#). Employer movement toward the Union is marked with [green highlight](#). Other changes and TAs are marked with [yellow highlight](#).

- Term of Contract four (4) years.
 - Ratification* – March 1, 2026
 - March 2, 2026 – March 7, 2027
 - March 8, 2027 – March 5, 2028
 - March 6, 2028 – March 4, 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(F)

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).
- Article 4: Vacations
 - Add Section 4.8

Effective upon ratification, employees must use all vacation time earned during the anniversary year in which it is allocated, except that employees shall be authorized to roll over a maximum of one year's worth of vacation time based on years of service. However, an employee who rolled over more than one year's worth of vacation on their anniversary date prior to ratification of this Agreement may roll over up to that amount of vacation in each anniversary year during the term of this Agreement. 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.

- Article 5: Wages

- Add Section 5.11: 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: Withdrawn 3/18/25.~~ Maintain 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 – Withdrawn 3/17/25. Maintain current language.
- Section 11.7 SPUR Leave – Withdrawn 3/17/25. Maintain current language.
- Add Section 11.11: - Union TA 3/18/25.

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 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 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 the scheduled industry Rehabilitation Plan schedule for ~~the~~ Legacy Plan that requires Employer contributions to increase by ~~6.0% effective March 5 2023, and 6.0% effective March 3 2024~~5.0% effective March 2, 2025; 5.0% effective March 1, 2026; 5.0% March 7, 2027; and 5.0% March 5, 2028. ~~The Employer also will contribute \$163,027.07 to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective March 5, 2023.~~ 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 has been eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan ~~after~~ effective March 1, 2019. Specifically, ~~and not including the above referenced redirect,~~ the employer contribution rates to the Legacy Plan will increase according to the following schedule:

Pre March 2023 <u>2025</u> Weekly Contribution Rates	Effective the first <u>full reporting</u> <u>period following</u> <u>ratification</u> <u>March 2,</u> <u>2025</u>	Effective benefit week including <u>March 1 2026</u>	Effective benefit week including <u>March 7 2027</u>	Effective benefit week including <u>March 5 2028</u>
Full-time: \$167.56 <u>149.13</u>	<u>\$175.94</u>	<u>\$184.73</u>	<u>\$193.97</u>	<u>\$203.67</u>
Part-time: \$54.65 <u>48.64</u>	<u>\$57.38</u>	<u>\$60.25</u>	<u>\$63.26</u>	<u>\$66.43</u>

In addition, the Employer will redirect \$5.00 of each contribution otherwise due to the Variable Annuity Pension Plan (VAP Plan) to the Legacy Plan effective March 2, 2025 through March 4, 2029.

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 663 pension, Courtesy and Custodial 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.

(E) The Employer and Union agree to establish 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, minus \$5.00 per week per employee that is redirected pursuant to Paragraph 3 above:

Weekly Contribution Rates	Effective January 1, 2022 <u>March 2, 2025</u>
Full-time:	\$38.58
Part time:	\$14.94

(F) All current active and future active employees (excluding Group 3 Part-time, Courtesy/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) ~~Effective January 1, 2021, t~~The annual benefit accrual of the VAP Plan for employees will be as follows:

<u>VAP Accrual Rate</u>	<u>Effective January 1, 2025</u>
	<u>\$25.00</u>

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.

(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 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.

(N) The Employer is not required to make contributions to the Legacy Plan or VAP Plan after termination of employment (e.g. on vacation pay-outs after termination).

(O) The trustees shall provide the Employer and Union quarterly updates.

(P) The Employer and Union agree to direct the trustees to conduct RFPs commensurate with the vendors' next contract renewal.

- 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) Starting on January 1, 2022, the Employer will make contributions for Ancillary Benefits (Doctor on Demand, Dental, Vision, Life and AD&D) for Regular Part-time, Group 3 Part-time and Carryout and Maintenance 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 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.~~

~~(C) The Schedule of contributions for the Employer is as follows (also see chart 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	\$30.00*	\$239.83	\$287.82	\$30.00*	\$257.82
Part Time:	\$158.32	\$15.00*	\$143.32	\$168.84	\$15.00*	\$153.84
Modified Ancillary	\$6.58	\$1.00*	\$5.58	\$6.76	\$1.00*	\$5.76

~~*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.~~

~~(D) 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(D).~~

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

~~(F) 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.~~

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

~~(H) The Employer agrees to pay the weekly health and welfare payment for those modified part-time employees with two (2) years or more service, with the same Employer, when said part-time employees are on a paid vacation.~~

~~(I) The Employer agrees to make weekly health and welfare contributions on all participating employees (full-time employees and modified part-time employees in accordance with Paragraph I 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).~~

~~(J) 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.~~

(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 vacation, 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 vacation (for those modified part-time employees with two (2) 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 vacation, 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>
FT	\$257.82	\$30.00	\$287.82	89.6%	10.4%
Modified PT – Single Only	\$153.84	\$15.00	\$168.84	91.1%	8.9%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

<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.

- 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.
- Article 30: No Match Letters
In the event that the Employer receives notice indicating that an employee's name and Social Security number (SSN) do not agree with Social Security Administration (SSA) records, the Employer agrees to the following:
 - The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
 - The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.
 - The Employer will not require that employees listed on the notice bring in a copy of their 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.
 - The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
 - The Employer will not interrogate any employee about the employee's SSN.
- Other clean-up: Remove all references to Pharmacy and Retail Specialists – Union TA'ed 2/27/2025
- Appendices B and C: Wages
 - Remove existing appendices and replace with the attached.

Responses to Union 4:

- 6(F) – Knowlan's requests additional discussion to understand the Union's proposal.
- 8(B) – Knowlan's counters with the following language: A manager on duty shall be defined as any part-time employee for whom managerial duties are not their primary responsibility. Part-time employees called on by the Employer to take on temporary managerial duties shall receive a premium of one dollar fifty cents (\$1.50) per hour for all hours worked up to 40 hours. – Union TA 3/18/25.

- 10 – Knowlan’s counters with the following modifications to the following paragraph of Section 5.7:

Section 5.7: All full-time employees shall receive a minimum of two (2) weeks’ 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)** ~~six~~ ~~(6)~~ 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.

- 12(H) – Reject Union Language. Maintain current contract language.
- Knowlan’s rejects all other proposals in Union 4 for the reasons it previously explained. If the Union has any questions about its positions on particular proposals, Knowlan’s is happy to address them.