

The Union agrees that the Employer may provide wage increases to employees who are at Top of Scale or Above Scale prior to a total agreement of the parties as a means of mitigating potential backpay resulting from this Agreement.

Comprehensive Package Proposal:

- If this package is rejected the Union reserves all rights, including to revert to its last position.
- All proposals where TA reached will remain.
- All other proposals will be withdrawn by both parties.

Wages and Benefits

- 1) Wage increases for all FT and PT employees with modernized wage scales
See wage scales
- 2) Pay equity - existing employees will receive an increase when new employees are hired at a higher or equal rate, comparable experience shall be taken into account
 - Employees with more than 1 year of experience will receive \$0.50 above the new hire
 - Employees with more than 2 years of experience will receive \$0.75 above the new hire
 - Employees with more than 3 years of experience will receive \$1.00 above the new hire
 - Employees with more than 4 years of experience will receive \$1.25 above the new hire
 - Employees with more than 5 years of experience will receive \$1.50 above the new hire
 - Employees with more than 6 years of experience will receive \$2.00 above the new hire
- 3) Redirect L&B portion of H&W funds to cover all current employees' portion of H&W contributions for 2 year CBA - the retail stores share of the \$1,880,817.12 redirect amount is \$1,787,170.90.

Wilson McShane counts for retail are 598 FT, 245 PT, 278 AB.
L&B counts are 571 FT, 140 PT, 313 AB.

- \$20 FT
- \$10 PT
- \$1 Ancillary Benefit

Remaining funds will be used to offset the employees' contribution for H&W for those who will be eligible for full H&W benefits coverage effective June 2023 (see H&W proposal #7 below)

- 4) Ratios - The Employer shall reach at least:
 - A) 40% FT ratio by the end of this CBA (Employer shall make all necessary Fund contributions at 40%)
 - B) 35% ~~40%~~ PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions at 40%)
 - C) Increase PT top 24% to 30%

UFCW Local 663 Comprehensive Package Proposal to the Employer
L&B – May 17, 2023 @ 12pm

- 5) Section 5.5: When an employee relieves a department head who is on scheduled time off, the employee shall be paid the department head rate of pay.
- 6) Section 23.1 Full-Time Waiver
...increase to ~~\$25.00~~ **\$24.50** for the duration of the waiver period... up to a maximum of one thousand two hundred (1,200) hours of said period. If an employee exceeds the maximum of 1,200 hours, the employee will become a Classified Assistant.
- 7) Health & Welfare
- Employer will make breakeven / true cost contributions per Union proposal, with no increase to employees
 - The Employer will provide all other employees who do not currently receive full H&W benefits coverage effective June 2023 (Wilson McShane researching target date for 2023)
 - Ancillary benefits will continue until all employees transition to the new benefit coverage

BREAKEVEN / TRUE COST RATES

	Current 2022 TOTAL	Employer contribution	Employee contribution	March 2023 TOTAL	Employer contribution	Employee contribution	March 2024 TOTAL	Employer contribution	Employee contribution
FT	\$273.26	\$253.26	\$20.00	\$269.83	\$249.83	\$20.00	\$287.82	\$267.82	\$20.00
MOD PT	\$137.32	\$127.32	\$10.00	\$158.32	\$148.32	\$10.00	\$168.84	\$158.84	\$10.00
ANCILLARY	\$7.74	\$6.74	\$1.00	\$6.58	\$5.58	\$1.00	\$6.76	\$5.76	\$1.00

8) Retirement

A) Article 14: Increase ER 401(k) contribution:

Employer will make the following contributions on behalf of its eligible employees (job classifications as noted below):

Full-Time employees:

- Hired into their position on or before February 19, 2017 will receive ~~\$3.235~~ **\$3.50** per hour up to 40 paid hours per week.
- Hired into their position after February 19, 2017 will receive ~~\$2.00~~ **\$2.25** per hour up to 40 paid hours per week

Modified Part-Time employees will receive ~~\$1.35~~ **\$1.60** per hour up to 39.75 paid hours per week

All ~~Grandfathered Regular~~ Part-Time employees, including Courtesy and Custodial ~~hired into their position on or before March 4, 2018~~ will receive **\$1.35** per hour up to 39.75 paid hours per week

B) The Employer will make 401(k) contributions on all hours of vacation time that is paid out

Paid Time Off

1) Increase Bereavement

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

- A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, child or stepchild.
- A maximum of three (3) days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild.

2) Article 15 (I): The Employer agrees to pay the weekly health and welfare payment for part-time employees, when said part-time employees are on a paid vacation.

3) Holiday - Add MLK day to paid holidays

4) Sick and Safe Time / Quarantine - if an employee must quarantine, the Employer will cover wages and benefits, up to 2 calendar weeks

Classification

1) Any department head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head.

2) Part-Time Wage Scales. Remove if no active eligible employees: *“The part-time Food Handlers Group of March 3, 1974 will also receive the following options.....”*

Working Conditions

1) Clopening / Hours between scheduled shifts: All employees who have worked a complete shift shall be given a minimum of ten (10) hours before the next scheduled work shift, unless by mutual agreement.

2) Worker safety and well-being - willing to change Union language to “meet no less than once (1x) every 2 months” for the language below

There shall be in each store a safety and security captain and an alternate from the bargaining unit, designated by the Union. On a quarterly basis, each of the safety and security captains and/or alternates shall collectively meet on paid time (during a regularly scheduled shift) with representatives

of management and the Union to discuss health, safety and security conditions in the stores to ensure employee well-being. Virtual meeting options will be provided by the Employer as appropriate. The safety and security captains and/or alternates will make recommendations in the area of safety, health and security, discuss employee complaints, and distribute information concerning safety, health and security. The participants in these meetings shall mutually identify and agree on training and/or experts helpful to the committee. Meetings shall be held the [first/second/third/fourth] [day of week] of the [first/second/third] month of each calendar quarter. The Employer will post in the employee break area the contact person for incident reporting. At each meeting, the Employer shall provide a summary of safety, health and security matters for the prior quarter.

Existing TAs:

1. Employees will not stop or approach in any suspected theft situations
2. Escorts will be provided to employees between the store and an employee's vehicle, by request
3. Training will be provided for employees regarding how to respond and support fellow employees when they see or hear harassing language or behavior.

Union Employer Cooperation

- 1) Replace BMS with FMCS

Language Clean Up

- 1) Add to Appendix A-1 Sunday Clause a note to see Section 2.5(A) re: Mod PT
- 2) Visitation: use "Union representative" instead of "business agent" or "business representative" - TA
- 3) Term of agreement should read: ...shall be in effect as of March... and continue in full force and effect through 11:59pm on March...
- 4) Union can agree to editing language to use "controlled substances" or "individuals dismissed for use of controlled substances" instead of "drugs" or "drug offenders" in Employer proposal #15

Term of Agreement: 2 years – March 5, 2023 to March 2, 2025

Existing TAs from Employer proposals:

1. ER Proposal #6 Language modification change qualify to "meet the qualification".
2. ER proposal #7 Language change burial to "memorial service"
3. ER proposal #1 Remove any language in CBA pertaining to Pharmacy.
4. ER proposal #12 "Should any of the defined holidays fall on a Sunday, the holiday shall be observed on Monday."

Union proposal to L&B 5-17-2023 @ 12pm							
APPENDIX XX: UFCW 663 2023-2024 COLLECTIVE BARGAINING AGREEMENT							
Hourly Full-time Minimum Grocery Rates							
Update these DM titles	2022	Effective 3/5/2023	Effective 3/3/2024		2022	Effective 3/5/2023	Effective 3/3/2024
Assistant Manager	\$30.13	\$34.00	\$35.50	Head Meat Cutter	\$31.24	\$35.00	\$36.50
Produce Department Head	\$30.13	\$34.00	\$35.50	Journeyman	\$28.24	\$31.11	\$32.61
Frozen Food Department Head	\$30.13	\$34.00	\$35.50				
Bookkeeper or Head Cashier	\$30.13	\$34.00	\$35.50	Service Employee			
Delicatessen Department Head	\$30.13	\$34.00	\$35.50		2022	Effective 3/5/2023	Effective 3/3/2024
Company Designated	\$30.13	\$34.00	\$35.50	Grade 1	\$16.00	\$17.50	\$17.50
(up to 3 per store)				Grade 2	\$18.00	\$19.50	\$19.50
				Grade 3	\$19.50	\$21.00	\$21.00
Full-Time Food Handlers				Grade 4	\$24.35	\$27.22	\$28.72
	2022	Effective 3/5/2023	Effective 3/3/2024	If in progression, place laterally and progress on the scale.			
Grade 1	\$23.50	\$25.00	\$25.00	Meat employees who are top or above scale will receive the following increases			
Grade 2	\$24.00	\$26.50	\$26.50	Effective 3/5/2023	\$2.87		
Grade 3	\$27.13	\$30.00	\$31.50	Effective 3/3/2024	\$1.50		
If in progression, place laterally and progress on the scale.							
Classified Assistant				*Any employee who is less than 12 months away from the top, will move to the top			
	2022	Effective 3/5/2023	Effective 3/3/2024				
Grade 1	\$16.00	\$19.50	\$19.50				
Grade 2	\$18.00	\$21.00	\$21.00				
Grade 3	\$19.50	\$22.50	\$22.50				
Grade 4	\$20.50	\$24.00	\$24.00				
Grade 5	\$21.50	\$25.50	\$25.50				
Grade 6	\$25.13	\$28.00	\$29.50				
If in progression, place laterally and progress on the scale.							
Full-time employees who are top or above scale will receive the following increases							
	Effective 3/5/2023	\$2.87					
	Effective 3/3/2024	\$1.50					
*Any employee who is less than 12 months away from the top, will move to the top							

Union proposal to L&B 5-15-2023 @ 12pm

APPENDIX XX: UFCW 663 2023-2024 COLLECTIVE BARGAINING AGREEMENT

All Part-time Minimum Rates

	Effective 3/5/2023	Effective 3/3/2024
Grade 1	\$14.00	\$14.00
Grade 2	\$14.50	\$14.50
Grade 3	\$15.00	\$15.00
Grade 4	\$15.50	\$15.50
Grade 5	\$16.00	\$16.00
Grade 6	\$16.75	\$16.75
Grade 7	\$17.50	\$17.50
Grade 8	\$18.25	\$18.25
Grade 9	\$19.00	\$19.00
Grade 10	\$19.75	\$19.75
Grade 11	\$20.50	\$20.50
Grade 12	\$21.25	\$21.25

All PT employees place in 2 grades above current wage and progress every March and Sept on the scale

Any part-time employee whose current rate is \$18.00 or over will receive:

3/5/2023	\$1.50
3/3/2024	\$1.50

All EEs to remain \$0.20 above city, county, state or federal minimum.

Examples of how current employees place in and progress on the new scale

	Part time				Courtesy and Custodial	
					less than 5 yrs	more than 5 yrs: become reg PT
Current rate	\$14.00	\$15.00	\$16.00	\$18.00	\$12.00	\$12.00
March 2023	\$15.00	\$16.00	\$17.50	\$19.50	\$12.50	\$14.00
Sept 2023	\$15.50	\$16.75	\$18.25		\$13.00	\$14.50
March 2024	\$16.00	\$17.50	\$19.00	\$21.00	\$13.50	\$15.00
Sept 2024	\$16.75	\$18.25	\$19.75		\$14.00	\$15.50
2 year total incre	\$2.75	\$3.25	\$3.75	\$3.00	\$2.00	\$3.50

Courtesy and Custodial

	Effective 3/5/2023	Effective 3/3/2024
Grade 1	\$12.00	\$12.00
Grade 2	\$12.50	\$12.50
Grade 3	\$13.00	\$13.00
Grade 4	\$13.50	\$13.50
Grade 5	\$14.00	\$14.00

*Letter of Agreement to stock non-perishable product shall not be renewed

Courtesy and custodial employees with less than 5 years of service:

Place in to the step that is at least \$0.50 above their current rate on 3/5/2023.

Employees will progress on the scale every 6 months.

Courtesy and custodial employees with more than 5 years of service will become regular part-time employees.

Place in to the scale at \$14 start of part-time scale or at least \$0.50 above current rate.

As other employees reach 5 years or the top of the scale during the term of the CBA

they will also become regular part-time employees and place then progress in the same manner.

Any employee at top or above scale will receive:

3/5/2023	\$1.00
3/3/2024	\$1.00

LUND FOOD HOLDINGS, INC. PROPOSALS

UFCW LOCAL 663 CONTRACT NEGOTIATION

COUNTER PROPOSAL 05/17/2023

LEGEND:	
A=AMENDED	NEW PROPOSED LANGUAGE
TA=TENTATIVE AGREEMENT	CURRENT LANGUAGE
D=DROPPED	CURRENT LANGUAGE STRIKED

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

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
NON-MATERIAL CHANGES TO THE CBA - "CLEAN UP"			
1	TA	Entire Agreement	Remove any and all language pertaining to Pharmacy in the CBA - Lund Food Holdings, Inc. no longer operates pharmacies and it divested this business in 2019
2	DROP (05/15/23)	Preamble	MODIFICATION TO EXISTING CBA LANGUAGE: Whereas, the Employer and the Union each represents that the purpose and intent of the Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote efficiency and service, to grow the business by efficiently providing exceptional service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between the Union and the Employer, and to set forth, herein, the basic agreements covering rates of pay, hours of work and conditions of employment.
3	HOLD	Article 2 Section 2.2	MODIFICATION TO EXISTING CBA LANGUAGE: Except as provided in Article 2, Section 2.11, any employee working in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid one and one-half (1½) times their regular rate of pay for all hours worked. There shall be no pyramiding or duplication of overtime or premium pay. One and one-half (1½) time shall be paid to all full-time meat employees, for all time worked before 5:00 a.m. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.11 of this Article. Any employee working in excess of nine (9) hours per day, or eleven (11) hours per day if on the four (4) – ten (10) hour days or forty (40) hours per week shall be paid one and one half (1½) times their regular rate of pay for all hours worked in excess of nine, eleven and forty as noted above. The Employer will have the ability to send the employee home if not authorized. There shall be no pyramiding or duplication of overtime or premium pay. One and one-half (1½) times their regular rate of pay shall be paid to all full-time meat employees, for all time worked before 5:00 a.m. and after midnight in addition to any payment for preference time as hereinafter provided in Section 2.11 of this Article.
4	DROP (03/27/23)	Article 2 Section 2.5	MODIFICATION TO EXISTING CBA LANGUAGE: Full-time employees shall not suffer loss of employment or be rescheduled so as not to receive their full workweek as a result of establishing a shorter day operation, unless the shorter day operation is required pursuant to an energy conservation law enacted by the State of Minnesota or the Congress of the United States.
5	DROP (03/27/23)	Article 2 Section 2.11 Paragraph 2	MODIFICATION TO EXISTING CBA LANGUAGE: Department Heads selected prior to March 4, 2001, with the exception of except for Produce Department Heads, Meat Department Heads, and Delicatessen Department Heads, shall retain the ability to exercise their option to claim a four (4)–ten (10) hour day workweek schedule. All newly promoted Department Heads selected on or after March 4, 2001, or full-time employees promoted hired on or after March 4, 2007, regardless of department, may be excluded from the four (4)–ten (10) hour day workweek schedule option.
6	TA	Article 3 Section 3.2 Paragraph 2	MODIFICATION TO EXISTING CBA LANGUAGE: All part-time employees who qualify with the meet the qualification requirements in Section 3.3 and are regularly scheduled to work anytime from Monday through Friday shall receive pay for the above-listed holidays as follows:
7	TA	Article 9 Paragraph 3	MODIFICATION TO EXISTING CBA LANGUAGE: Paid leave for days lost from work for bereavement shall, except in the case of leaves of a spouse, parent or child, be the day of memorial service burial and the day or days preceding such memorial service burial . Bereaved employees may take part of their paid bereavement leave for travel time for out of town memorial services burials .

LUND FOOD HOLDINGS, INC. PROPOSALS

UFCW LOCAL 663 CONTRACT NEGOTIATION

COUNTER PROPOSAL 05/17/2023

LEGEND:	
A=AMENDED	NEW PROPOSED LANGUAGE
TA=TENTATIVE AGREEMENT	CURRENT LANGUAGE
D=DROPPED	CURRENT LANGUAGE STRIKED

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

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
8	DROP (03/06/23)	Article 12 Paragraph 1	MODIFICATION TO EXISTING CBA LANGUAGE: The business representatives of the Union 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 business representative that the terms of the contract are being complied with.
9	DROP (05/15/23)	Article 15	MODIFICATION TO EXISTING CBA LANGUAGE: (A) <input type="checkbox"/> 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 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. ... (C) <input type="checkbox"/> The schedule of contributions is as follows (also see chart in Appendix D): ...The Employer will collect the employee contributions and remit the contribution (Employer + Employee) to the Fund... (D) <input type="checkbox"/> Modified part-time employees who wish to purchase dependent (not spousal) coverage will be required to contribute the difference between the total part-time Fund contribution and the full-time total Fund contribution, as set forth in Article 15(C)... ... (F) <input type="checkbox"/> The program of benefits of this full-time plan and of this part-time plan are as established by the Fund Trustees . Benefits may be modified by the Board of Trustees. ... (H) <input type="checkbox"/> The Employer agrees to pay the weekly health and welfare payment for those part-time employees with five (5) years or more service, with the same Employer, when said modified part-time employees are on a paid vacation. (I) <input type="checkbox"/> 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)
10	HOLD	Article 17 Section 17.2	MODIFICATION TO EXISTING CBA LANGUAGE: Section 17.2 Full-Time and Part-Time Employees There shall be two (2) seniority groups within each of these classifications of employees: Group 1 and Group 2. All such employees must be classified within either Group 1 or Group 2.

LUND FOOD HOLDINGS, INC. PROPOSALS

UFCW LOCAL 663 CONTRACT NEGOTIATION

COUNTER PROPOSAL 05/17/2023

LEGEND:	
A=AMENDED	NEW PROPOSED LANGUAGE
TA=TENTATIVE AGREEMENT	CURRENT LANGUAGE
D=DROPPED	CURRENT LANGUAGE STRIKED

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

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
ALL OTHER PROPOSALS			
11	AMENDED (05/17/23)	New Letter of Agreement	Refer to draft letter of agreement
12	TA	Article 3 Section 3.1	NEW CBA LANGUAGE: Should any of the defined holidays fall on a Sunday, the holiday shall be observed on the following Monday.
13	HOLD	Article 3 Section 3.1	NEW CBA LANGUAGE: During the week of an observed holiday and when the store is closed for said holiday, modified part-time employees shall not be limited to working a maximum of 31.50 hours of work between Monday-Saturday and shall be able to work up to the maximum 39.75 hours across any combination of days within the Company's defined payroll week.
14	AMENDED (03/06/23)	Article 4	NEW CBA LANGUAGE: The Employer is proposing that ARTICLE 4 as currently written would be replaced in its entirety by the Employer's proposal as written in APPENDIX: ARTICLE 4 REPLACEMENT
15	HOLD	Article 6	<p>MODIFICATION TO EXISTING CBA LANGUAGE: No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency, physical violence, intentional damage to and/or destruction of company property, and use of illegal controlled substance(s) (drugs) such that it impairs an employee to safely perform their job duties will be considered as causes for dismissal. Individuals dismissed for use of controlled substance(s) drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.</p> <p>The Employer agrees that in case of suspension or termination of an employee, a Union representative will be present be provided 24 hours notice or as soon as practically possible before such action is taken.</p>
16	AMENDED (05/17/23)	Article 15	<p>UFCW Local 663 and Lund Food Holdings, Inc. will execute a contract reopener no later than August 2023 for the exclusive purpose of negotiating a company-sponsored health and welfare benefit. Said benefit will be negotiated timely so the implementation of the plan can be achieved no later than January 1, 2024. Failure to reach agreement timely shall not prevent the Company from implementing and making available its company-sponsored benefit plan to its team members.</p> <p>Should this counter proposal be unacceptable to the Union's bargaining committee, the Company would propose implementing its latest wage proposal at 80% of the stated wage rates for top/overscale with an effective date of March 6, 2023 and having the appropriate back pay issued no later than June 9, 2023. This is offered in good faith as a means of providing an interim increase in pay while the contract continues to be negotiated and a tentative agreement can be reached.</p>

LUND FOOD HOLDINGS, INC. PROPOSALS

UFCW LOCAL 663 CONTRACT NEGOTIATION

COUNTER PROPOSAL 05/17/2023

LEGEND:	
A=AMENDED	NEW PROPOSED LANGUAGE
TA=TENTATIVE AGREEMENT	CURRENT LANGUAGE
D=DROPPED	CURRENT LANGUAGE STRIKED

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

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
17	AMENDED (04/12/23)	Article 17 Section 17.2	<p>MODIFICATION TO EXISTING CBA LANGUAGE:</p> <p>It is the intention of the parties that the number of part-time employees (excluding Courtesy and Custodial) shall not exceed three (3) part-time of such employees to one (1) full-time or Classified Assistant employee. Any Company as of March 2, 1980, who has a ratio of one (1) full-time or Classified Assistant employee (including grocery and pharmacy; excluding Courtesy and Custodial) to less than three (3) part-time employees (including grocery, pharmacy; excluding Courtesy and Custodial) may reach the one (1) full-time to the three (3) part-time ratio only through store closing, normal attrition, or a combination of both. The Employer shall maintain a ratio of at least 40% full-time staffing of Group 1 (full-time or Classified Assistant employees) to part-time staff of Group 2 (regular and modified part-time employees) for the entire term of this Agreement. Former Group 3 employees who become Regular part-time employees effective March 4, 2018 shall not count towards this ratio. However, all part-time employees hired after March 4, 2018 shall count towards this ratio. The Employer shall reach a ratio of at least 30% full-time staffing by the end of this Agreement.</p> <p>PT Modified Ratio shall decrease to 20%.</p>
18	AMENDED (03/06/23)	Article 25	<p>REMOVE ARTICLE 25 FROM THE CBA ENTIRELY, which states the following: The Employer agrees not to subcontract any currently existing operations. If the Employer establishes a new operation where workers perform jobs that are substantially different from those the bargaining unit performs, before subcontracting out the new operation, the Employer will notify and bargain with the Union over (1) whether this Agreement should cover the new operation, (2) and whether the Employer should recognize the Union as the collective bargaining representative of the employees working in the new operation.</p> <p>For every vendor partnership we have had in the past that we no longer need, the Company reserves the right to repurpose those vendor partnerships for any future vendor need</p>
19	AMENDED (05/17/23)	Entire Agreement	<p>NEW CBA LANGUAGE OUTLINE:</p> <ul style="list-style-type: none"> - By mutual agreement between the employee and employer, an employee can waive their right to the minimum hours expressed in the collective bargaining agreement for their classification and/or seniority. Such request must be executed in writing. - If mutual agreement is reached, the effective date will be the next published schedule. - The employee shall have their minimum hours waived until they elect to revoke this agreement. - Revoking this agreement can be done at any time and is at the sole discretion of the employee. - After revoking this agreement, they shall be scheduled no less than the minimum hours on the next published schedule. - There shall be no set expiration date on a waiver of minimum hours - Employees who have waived their minimum hours shall not count for purposes of calculating part-time or full-time ratios.
20	AMENDED (05/17/23)	Appendix B Appendix C Appendix D	Refer to Employer Proposal APPENDIX: WAGE PROGRESSIONS
21	TA	Article 29	Length of Contract Term - 2 years

LUND FOOD HOLDINGS, INC. PROPOSALS

UFCW LOCAL 663 CONTRACT NEGOTIATION

COUNTER PROPOSAL 05/17/2023

LEGEND:	
A=AMENDED	NEW PROPOSED LANGUAGE
TA=TENTATIVE AGREEMENT	CURRENT LANGUAGE
D=DROPPED	CURRENT LANGUAGE STRIKED

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

#	STATUS	CBA LOCATION	PROPOSED CHANGE(S)
---	--------	--------------	--------------------

SUPPOSALS (05/17/23):

1. The Company would be agreeable to Union's Proposals:

- Wages and Benefits #4.A as written in the latest union comprehensive counterproposal, and
- Wages and Benefits #4.C as written in the latest union comprehensive counterproposal, and
- Working Conditions #1 as written in the latest union comprehensive counterproposal, and
- Paid Time Off #1 as written in the latest union comprehensive counterproposal,
- Paid Time Off #2 as written in the latest union comprehensive counterproposal
- Union Classification #2 as written in the latest union comprehensive counterproposal
- IF** the Union is agreeable to Employer Proposal #17 and #19

2. The Company would be agreeable to Union's Proposals:

- Wages and Benefits #6 with a modified rate of pay equal to \$24.00 and Sunday being apart of the work week, and
- Classification #1, and
- Wages and Benefits #5 modified so any time a department manager is scheduled to work less than 5 days in their designated work week, a replacement be identified and assigned department manager by L&B's Department Manager Replacement Form in order to receive department head pay for each shift replacing a department head, and
- Union Employer Cooperation #1 with modification to include FMCS furnishing a list of seven (7) arbitrators to select from, and
- IF** the Union is agreeable to Employer Proposal #11 as modified on 03/28/2023

***Rejecting either supposal in its entirety above voids any and all individual proposals made within the respective supposal.*

COUNTERPROPOSALS TO UNION PROPOSALS:

1. Hold on all other counter proposals not included in the above supposals issued on 03/27/23 relating to Union's Worker Protections Proposals

**APPENDIX: WAGE PROGRESSIONS
EMPLOYER WAGE 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.

TOP / OVERSCALE INCREASES	YEAR 1				YEAR 2				YR 1 + YR 2	
	3/6/2023	9/4/2023	TOTAL	% Inc.	3/4/2024	9/2/2024	TOTAL	% Inc.	TOTAL	% Inc.
Head Meat Cutter	\$1.26	\$0.70	\$1.96	6.27%	\$0.70	\$0.70	\$1.40	4.22%	\$3.36	10.76%
All Other Department Managers	\$1.56	\$1.51	\$3.07	10.19%	\$0.70	\$0.70	\$1.40	4.22%	\$4.47	14.84%
Full-time*	\$1.25	\$0.70	\$1.95	7.76%	\$0.70	\$0.70	\$1.40	5.17%	\$3.35	13.33%
Part-time	\$0.75	\$0.25	\$1.00	5.56%	\$0.50	\$0.50	\$1.00	5.26%	\$2.00	11.11%
Courtesy / Custodial	\$0.50	\$0.25	\$0.75	5.80%	\$0.25	\$0.30	\$0.55	4.23%	\$1.30	10.05%

* % Incr based on Top of Scale Classified Assistant

* % Incr based on Top of Scale Classified Assistant

APPENDIX B: Hourly Minimum Meat & Seafood Rates

	YEAR 1		YEAR 2	
	3/6/2023	9/4/2023	3/4/2024	9/2/2024
Head Meat Cutter	\$32.50	\$33.20	\$33.90	\$34.60
Journeyman	\$29.49	\$30.19	\$30.89	\$31.59
Service Employee	3/6/2023	9/4/2023	3/4/2024	9/2/2024
Grade 4	\$28.38	\$29.08	\$29.78	\$30.48
Grade 3	\$19.50	\$19.50	\$19.50	\$19.50
Grade 2	\$18.00	\$18.00	\$18.00	\$18.00
Grade 1	\$16.00	\$16.00	\$16.00	\$16.00

APPENDIX C: Hourly Minimum Grocery Rates

	YEAR 1		YEAR 2	
	3/6/2023	9/4/2023	3/4/2024	9/2/2024
Assistant Manager	\$31.69	\$33.20	\$33.90	\$34.60
Produce Department Head	\$31.69	\$33.20	\$33.90	\$34.60
Frozen Food Department Head	\$31.69	\$33.20	\$33.90	\$34.60
Bookkeeper or Head Cashier	\$31.69	\$33.20	\$33.90	\$34.60
Delicatessen Department Head	\$31.69	\$33.20	\$33.90	\$34.60
Company Designated (up to three per store)	\$31.69	\$33.20	\$33.90	\$34.60

Full-Time Food Handlers	YEAR 1		YEAR 2	
	3/6/2023	9/4/2023	3/4/2024	9/2/2024
Grade 3	\$28.38	\$29.08	\$29.78	\$30.48
Grade 2	\$24.00	\$24.00	\$24.00	\$24.00
Grade 1	\$23.50	\$23.50	\$23.50	\$23.50

**APPENDIX: WAGE PROGRESSIONS
EMPLOYER WAGE 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.

Classified Assistant			YEAR 1		YEAR 2	
			3/6/2023	9/4/2023	3/4/2024	9/2/2024
Grade	9		\$26.38	\$27.08	\$27.78	\$28.48
Grade	8	Hired or promoted into classification post-ratification	-	-	-	-
Grade	7	Hired or promoted into classification post-ratification	-	-	\$25.50	\$25.50
Grade	6	Hired or promoted into classification post-ratification	\$24.50	\$24.50	\$24.50	\$24.50
Grade	5	Hired or promoted into classification post-ratification	\$23.50	\$23.50	\$23.50	\$23.50
Grade	4	Hired or promoted into classification post-ratification	\$22.50	\$22.50	\$22.50	\$22.50
Grade	3		\$21.50	\$21.50	\$21.50	\$21.50
Grade	2		\$20.50	\$20.50	\$20.50	\$20.50
Grade	1		\$19.50	\$19.50	\$19.50	\$19.50
Grade	2	Progression eliminated	\$18.00	\$18.00	\$18.00	\$18.00
Grade	4	Progression eliminated	\$16.00	\$16.00	\$16.00	\$16.00

Part-Time Food Handlers			YEAR 1		YEAR 2	
			3/6/2023	9/4/2023	3/4/2024	9/2/2024
Grade	19		\$18.75	\$19.00	\$19.50	\$20.00
Grade	18	Hired or promoted into classification post-ratification	-	-	\$18.50	\$18.50
Grade	17	Hired or promoted into classification post-ratification	\$18.00	\$18.00	\$18.00	\$18.00
Grade	16	Hired or promoted into classification post-ratification	\$17.75	\$17.75	\$17.75	\$17.75
Grade	15	Hired or promoted into classification post-ratification	\$17.50	\$17.50	\$17.50	\$17.50
Grade	14	Hired or promoted into classification post-ratification	\$17.25	\$17.25	\$17.25	\$17.25
Grade	13	Hired or promoted into classification post-ratification	\$17.00	\$17.00	\$17.00	\$17.00
Grade	12	Hired or promoted into classification post-ratification	\$16.75	\$16.75	\$16.75	\$16.75
Grade	11	Hired or promoted into classification post-ratification	\$16.50	\$16.50	\$16.50	\$16.50
Grade	10		\$16.25	\$16.25	\$16.25	\$16.25
Grade	9		\$16.00	\$16.00	\$16.00	\$16.00
Grade	8		\$15.75	\$15.75	\$15.75	\$15.75
Grade	7		\$15.50	\$15.50	\$15.50	\$15.50
Grade	6		\$15.25	\$15.25	\$15.25	\$15.25
Grade	5		\$15.00	\$15.00	\$15.00	\$15.00
Grade	4		\$14.75	\$14.75	\$14.75	\$14.75
Grade	3		\$14.50	\$14.50	\$14.50	\$14.50
Grade	2		\$14.25	\$14.25	\$14.25	\$14.25
Grade	1		\$14.00	\$14.00	\$14.00	\$14.00
Grade	10	Progression eliminated	\$13.75	\$13.75	\$13.75	\$13.75
Grade	9	Progression eliminated	\$13.50	\$13.50	\$13.50	\$13.50
Grade	8	Progression eliminated	\$13.25	\$13.25	\$13.25	\$13.25
Grade	7	Progression eliminated	\$13.00	\$13.00	\$13.00	\$13.00

**APPENDIX: WAGE PROGRESSIONS
EMPLOYER WAGE 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.

Grade	6	Progression eliminated	\$12.75	\$12.75	\$12.75	\$12.75
Grade	5	Progression eliminated	\$12.50	\$12.50	\$12.50	\$12.50
Grade	4	Progression eliminated	\$12.25	\$12.25	\$12.25	\$12.25
Grade	3	Progression eliminated	\$12.00	\$12.00	\$12.00	\$12.00
Grade	2	Progression eliminated	\$11.75	\$11.75	\$11.75	\$11.75
Grade	1	Progression eliminated	\$11.50	\$11.50	\$11.50	\$11.50

Supervisors classified as part-time and who are assigned to the Front-End or Online Shopping shall receive a \$1.00 per hour shift differential for each hour worked in a supervisory position.

Courtesy / Custodial		YEAR 1		YEAR 2	
		3/6/2023	9/4/2023	3/4/2024	9/2/2024
Grade	5	-	-	-	-
Grade	4	-	-	\$13.25	\$13.55
Grade	3	\$12.75	\$13.00	\$12.50	\$12.50
Grade	2	\$12.25	\$12.25	\$12.25	\$12.25
Grade	1	\$12.00	\$12.00	\$12.00	\$12.00

The LOA entered into between UFCW 663 and LFHI stating that Courtesy / Custodial would be paid a minimum of \$12.00 per hour and they would be able to stock non-perishable product during downtime of their scheduled courtesy / custodial shifts shall be incorporated in the CBA.

APPENDIX: ARTICLE 4 REPLACEMENT EMPLOYER 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.

Term "Vacation" will be replaced with "Paid Time Off (PTO)" throughout the entire agreement

SECTION 4.1: PAID TIME OFF (PTO) ACCRUAL SCHEDULE

Effective October 2023

Full-Time	Years of Service	Annual Grant	Hourly Rate
	Between 0-7th anniversary	2 weeks (capped at 80 hours)	0.050 per hour worked
	Between 7th anniversary-15th anniversary	3 weeks (capped at 120 hours)	0.075 per hour worked
	Between 15th anniversary-19th anniversary	4 weeks (capped at 160 hours)	0.100 per hour worked
	Beginning 19th anniversary and beyond	5 weeks (capped at 200 hours)	0.125 per hour worked
Modified Part-time	Years of Service	Annual Grant	Hourly Rate
	Between 0-7th anniversary	2 weeks (capped at 80 hours)	0.03846 per hour worked
	Between 7th anniversary-15th anniversary	3 weeks (capped at 120 hours)	0.05769 per hour worked
	Between 15th anniversary-19th anniversary	4 weeks (capped at 160 hours)	0.07692 per hour worked
	Beginning 19th anniversary and beyond	5 weeks (capped at 200 hours)	0.09615 per hour worked
Regular Part-time	Years of Service	Annual Grant	Hourly Rate
	Between 0-3rd anniversary	2 weeks (capped at 80 hours)	0.03846 per hour worked
	Beginning 3rd anniversary and beyond	3 weeks (capped at 120 hours)	0.05769 per hour worked
Flex PT / Courtesy / Custodial	Years of Service	Annual Grant	Hourly Rate
	Between 0-1st anniversary	1 weeks (capped at 40 hours)	0.01923 per hour worked
	Between 1st-3rd anniversary	2 weeks (capped at 80 hours)	0.03846 per hour worked
	Beginning 3rd anniversary and beyond	3 weeks (capped at 120 hours)	0.05769 per hour worked

**Refer to the PTO Accrual Schedule for an illustration of how the weekly grants and annual grant caps are applied

PAID TIME OFF PROPOSAL - WEEKLY ACCRUAL SCHEDULE

WK	FULL-TIME				RATE	HRS WKED/WK	WK	MODIFIED PART-TIME				RATE	HRS WKED/WK	WK	REG PART-TIME			RATE	HRS WKED/WK	WK	FLEX PT / COURTESY / CUSTODIAL			RATE	HRS WKED/WK
	0-7 YOS	7-15 YOS	15-19 YOS	19+ YOS				0-7 YOS	7-15 YOS	15-19 YOS	19+ YOS				0-3 YOS	3+ YOS	< 1 YOS				1-3 YOS	3+ YOS			
	0.05000	0.07500	0.10000	0.12500				0.03846	0.05769	0.07692	0.09615				0.03846	0.05769					0.01923	0.03846	0.05769		
	40.0	40.0	40.0	40.0				30.0	30.0	30.0	30.0				20.0	20.0					15.0	15.0	15.0		
1	2.0	3.0	4.0	5.0			1	1.2	1.7	2.3	2.9			1	0.8	1.2					1	0.3	0.6	0.9	
2	4.0	6.0	8.0	10.0			2	2.3	3.5	4.6	5.8			2	1.5	2.3					2	0.6	1.2	1.7	
3	6.0	9.0	12.0	15.0			3	3.5	5.2	6.9	8.7			3	2.3	3.5					3	0.9	1.7	2.6	
4	8.0	12.0	16.0	20.0			4	4.6	6.9	9.2	11.5			4	3.1	4.6					4	1.2	2.3	3.5	
5	10.0	15.0	20.0	25.0			5	5.8	8.7	11.5	14.4			5	3.8	5.8					5	1.4	2.9	4.3	
6	12.0	18.0	24.0	30.0			6	6.9	10.4	13.8	17.3			6	4.6	6.9					6	1.7	3.5	5.2	
7	14.0	21.0	28.0	35.0			7	8.1	12.1	16.2	20.2			7	5.4	8.1					7	2.0	4.0	6.1	
8	16.0	24.0	32.0	40.0			8	9.2	13.8	18.5	23.1			8	6.2	9.2					8	2.3	4.6	6.9	
9	18.0	27.0	36.0	45.0			9	10.4	15.6	20.8	26.0			9	6.9	10.4					9	2.6	5.2	7.8	
10	20.0	30.0	40.0	50.0			10	11.5	17.3	23.1	28.8			10	7.7	11.5					10	2.9	5.8	8.7	
11	22.0	33.0	44.0	55.0			11	12.7	19.0	25.4	31.7			11	8.5	12.7					11	3.2	6.3	9.5	
12	24.0	36.0	48.0	60.0			12	13.8	20.8	27.7	34.6			12	9.2	13.8					12	3.5	6.9	10.4	
13	26.0	39.0	52.0	65.0			13	15.0	22.5	30.0	37.5			13	10.0	15.0					13	3.7	7.5	11.2	

APPENDIX: ARTICLE 4 REPLACEMENT EMPLOYER 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.

14	28.0	42.0	56.0	70.0	14	16.2	24.2	32.3	40.4	14	10.8	16.2	14	4.0	8.1	12.1
15	30.0	45.0	60.0	75.0	15	17.3	26.0	34.6	43.3	15	11.5	17.3	15	4.3	8.7	13.0
16	32.0	48.0	64.0	80.0	16	18.5	27.7	36.9	46.2	16	12.3	18.5	16	4.6	9.2	13.8
17	34.0	51.0	68.0	85.0	17	19.6	29.4	39.2	49.0	17	13.1	19.6	17	4.9	9.8	14.7
18	36.0	54.0	72.0	90.0	18	20.8	31.2	41.5	51.9	18	13.8	20.8	18	5.2	10.4	15.6
19	38.0	57.0	76.0	95.0	19	21.9	32.9	43.8	54.8	19	14.6	21.9	19	5.5	11.0	16.4
20	40.0	60.0	80.0	100.0	20	23.1	34.6	46.2	57.7	20	15.4	23.1	20	5.8	11.5	17.3
21	42.0	63.0	84.0	105.0	21	24.2	36.3	48.5	60.6	21	16.2	24.2	21	6.1	12.1	18.2
22	44.0	66.0	88.0	110.0	22	25.4	38.1	50.8	63.5	22	16.9	25.4	22	6.3	12.7	19.0
23	46.0	69.0	92.0	115.0	23	26.5	39.8	53.1	66.3	23	17.7	26.5	23	6.6	13.3	19.9
24	48.0	72.0	96.0	120.0	24	27.7	41.5	55.4	69.2	24	18.5	27.7	24	6.9	13.8	20.8
25	50.0	75.0	100.0	125.0	25	28.8	43.3	57.7	72.1	25	19.2	28.8	25	7.2	14.4	21.6
26	52.0	78.0	104.0	130.0	26	30.0	45.0	60.0	75.0	26	20.0	30.0	26	7.5	15.0	22.5
27	54.0	81.0	108.0	135.0	27	31.2	46.7	62.3	77.9	27	20.8	31.2	27	7.8	15.6	23.4
28	56.0	84.0	112.0	140.0	28	32.3	48.5	64.6	80.8	28	21.5	32.3	28	8.1	16.2	24.2
29	58.0	87.0	116.0	145.0	29	33.5	50.2	66.9	83.7	29	22.3	33.5	29	8.4	16.7	25.1
30	60.0	90.0	120.0	150.0	30	34.6	51.9	69.2	86.5	30	23.1	34.6	30	8.7	17.3	26.0
31	62.0	93.0	124.0	155.0	31	35.8	53.7	71.5	89.4	31	23.8	35.8	31	8.9	17.9	26.8
32	64.0	96.0	128.0	160.0	32	36.9	55.4	73.8	92.3	32	24.6	36.9	32	9.2	18.5	27.7
33	66.0	99.0	132.0	165.0	33	38.1	57.1	76.2	95.2	33	25.4	38.1	33	9.5	19.0	28.6
34	68.0	102.0	136.0	170.0	34	39.2	58.8	78.5	98.1	34	26.2	39.2	34	9.8	19.6	29.4
35	70.0	105.0	140.0	175.0	35	40.4	60.6	80.8	101.0	35	26.9	40.4	35	10.1	20.2	30.3
36	72.0	108.0	144.0	180.0	36	41.5	62.3	83.1	103.8	36	27.7	41.5	36	10.4	20.8	31.2
37	74.0	111.0	148.0	185.0	37	42.7	64.0	85.4	106.7	37	28.5	42.7	37	10.7	21.3	32.0
38	76.0	114.0	152.0	190.0	38	43.8	65.8	87.7	109.6	38	29.2	43.8	38	11.0	21.9	32.9
39	78.0	117.0	156.0	195.0	39	45.0	67.5	90.0	112.5	39	30.0	45.0	39	11.2	22.5	33.7
40	80.0	120.0	160.0	200.0	40	46.2	69.2	92.3	115.4	40	30.8	46.2	40	11.5	23.1	34.6
41	0.0	0.0	0.0	0.0	41	47.3	71.0	94.6	118.3	41	31.5	47.3	41	11.8	23.7	35.5
42	0.0	0.0	0.0	0.0	42	48.5	72.7	96.9	121.1	42	32.3	48.5	42	12.1	24.2	36.3
43	0.0	0.0	0.0	0.0	43	49.6	74.4	99.2	124.0	43	33.1	49.6	43	12.4	24.8	37.2
44	0.0	0.0	0.0	0.0	44	50.8	76.2	101.5	126.9	44	33.8	50.8	44	12.7	25.4	38.1
45	0.0	0.0	0.0	0.0	45	51.9	77.9	103.8	129.8	45	34.6	51.9	45	13.0	26.0	38.9
46	0.0	0.0	0.0	0.0	46	53.1	79.6	106.1	132.7	46	35.4	53.1	46	13.3	26.5	39.8
47	0.0	0.0	0.0	0.0	47	54.2	81.3	108.5	135.6	47	36.2	54.2	47	13.6	27.1	40.7
48	0.0	0.0	0.0	0.0	48	55.4	83.1	110.8	138.5	48	36.9	55.4	48	13.8	27.7	41.5
49	0.0	0.0	0.0	0.0	49	56.5	84.8	113.1	141.3	49	37.7	56.5	49	14.1	28.3	42.4
50	0.0	0.0	0.0	0.0	50	57.7	86.5	115.4	144.2	50	38.5	57.7	50	14.4	28.8	43.3
51	0.0	0.0	0.0	0.0	51	58.8	88.3	117.7	147.1	51	39.2	58.8	51	14.7	29.4	44.1
52	0.0	0.0	0.0	0.0	52	60.0	90.0	120.0	150.0	52	40.0	60.0	52	15.0	30.0	45.0
YR	80.0	120.0	160.0	200.0	YR	60.0	90.0	120.0	150.0	YR	40.0	60.0	YR	15.0	30.0	45.0

SECTION 4.2: PTO OVERTIME CALCULATION FOR FULL-TIME EMPLOYEES

Average hours over forty (40) will be computed at one and one-half (1½) full-time employee's regular straight time rate of pay at the time vacation is taken.

SECTION 4.3: CALCULATING PTO GRANTS

All hours worked shall be considered for purposes of calculating PTO grants. Employees with less than 90 days of service will accrue PTO, but such time will not be granted or available for use until after their 90th day of service. Additionally, any employee that 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.

SECTION 4.4: HOLIDAY WEEKS

If a holiday falls during an employee's PTO, the employee will receive an extra day of PTO or the equivalent in pay.

APPENDIX: ARTICLE 4 REPLACEMENT EMPLOYER 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.

SECTION 4.5: PAYROLL TAXES

The Company shall apply all appropriate state and federal tax deductions on PTO earnings.

SECTION 4.6: PTO BIDDING

PTO schedules in each store shall be posted by January 1st and PTO selected on the basis of seniority by February 15th of each year. The approved PTO schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period to March 15th. Employees who fail to select PTO by February 15th will be placed at the bottom of the seniority list for the purpose of PTO selection.

SECTION 4.7: SICK & SAFE TIME

Employees may use earned PTO for SST purposes and the amount of PTO that an employee can use per year shall be capped in accordance with the Minneapolis SST ordinance (Ord. No. 2016-040 , § 1, 5-27-16). Also, in accordance with SST, employees with less than one (1) year of service will begin accruing PTO immediately but will not have any PTO granted for use until after completing ninety (90) days of service and employees who end employment with less than one (1) year of service will not have any unused PTO paid out.

SECTION 4.8: PAID FAMILY MEDICAL LEAVE

The Employer shall retain the right to implement a private plan substitution should new state legislation be enacted offering paid family leave and commissioner approval is granted of said private plan. 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.

SECTION 4.9: PANDEMIC LEAVE

When a pandemic has been declared and an employee is required to quarantine, should some or all of the time be unpaid, the Employer agrees to make Employer health care contributions to cover said quarantine and the Employer's responsibility with respect to these payments shall not exceed a total of two (2) weeks per calendar year. It is understood that an employee must use their accrued PTO, if available, to reach the minimum threshold of hours, or get as close as possible to the minimum threshold if PTO is insufficient to reaching the threshold, in order for the Employer to make an Employer health care contribution. The minimum threshold shall be defined as replacing all scheduled hours. If no scheduled hours exist, minimum hours will be based on average hours worked by the Employee for the 6 months prior. The Employee will be responsible for paying their employee health care contribution to cover their quarantine from future earnings after they have returned to work.