

2025 Joint Employer Responses to Proposals  
Local 663 presented on January 14, 2025 at 3:30pm

Response presented on January 16, 2025 at 12:15pm

These responses are offered by the following grocers, who are jointly meeting on a coordinated basis with UFCW Local 663 to negotiate over Health and Welfare matters of common concern to them:

- Kowalski's Companies
- Jerry's Enterprises
- Shakopee Cub Foods
- Cub Foods
- Knowlan's/Festival Foods
- Lunds & Byerlys
- Haug Companies

These grocers have not consented to multi-employer bargaining; instead, they are coordinating their bargaining for their respective collective bargaining agreements with Local 663, which remain distinct from each other. If agreed, any proposals herein would form part of each of these respective collective bargaining agreements. These grocers make these responses in a good faith effort toward reaching negotiated successor contracts to their respective collective bargaining agreements with Local 663 that expire in early March 2025. Any agreement as to a specific proposal is considered to be a tentative agreement subject to the final agreement between each grocer and Local 663 concerning all matters related to that grocer's negotiations. Each grocer reserves the right to add, modify, subtract, or delete any of its proposals at any time during these negotiations.

## Union Proposal 9

### 9) Cross training and working in more than one department

- a) Cross training and/or requiring employees to work outside their department will be by mutual agreement only.

**Joint Employer Response (1.16.25):** *This would be an overly burdensome restriction. Employees should be willing and able to help out where the customers need them most. It's good for customers, good for business, and good for the employee: being cross-trained can help position an employee to have more hours and promotion opportunities available to them.*

- b) If cross training is mutually agreed to, the employee will be scheduled to shadow department leadership for at least 3 consecutive shifts before expected to work independently

**Joint Employer Response (1.16.25):** *The grocers are capable of designing, and in fact already have, training programs that are realistic for the average learner and provide store leadership the flexibility to adjust based on individual learner needs. Individualized bargaining is the best format for discussions about any employer's individual training programs.*

- c) \$2.00 shift differential for all hours scheduled for the shift when employees are assigned to work in more than one department per shift

**Joint Employer Response (1.16.25):** *Cross-training affords the employee an opportunity to learn about our businesses and prepares an employee for career advancement opportunities. And even if the employee is only looking at the short-term benefits, cross training can give them greater opportunities to be scheduled or pick up more hours as compared to their colleagues who are limited in what they are trained to do.*

## Union Proposal 10

### 10) Transfer protections

- a) Employees may only be transferred to another department or store by mutual agreement between the employee and the employer.

**Joint Employer Response (1.16.25):** *There's a reason most grocers operate multiple stores in the Twin Cities metro area. That model serves customers better because they allow the stores to help each other out. Transfers also often offer employees a faster path to promotion and the corresponding increases in pay and benefits. The same is true for transferring departments (which is also why the grocers find cross training so important).*

- b) Any involuntary transfers to another department or store, whether for work performance or other disciplinary actions, may only be permissible when accompanied by discipline or a Performance Improvement Plan (PIP) for cause.

**Joint Employer Response (1.16.25):** *Transfers are a means to better serve customers and the community. And the current contracts already address disciplinary transfers between stores: "No employee will be transferred as a means of discipline."*

- c) Whenever there is a vacancy for a benefit-eligible position that the employer intends to fill, the employer shall post the position both electronically and in a visible location at each store for at least seven (7) calendar days. Vacancies shall be filled by the most senior internal applicant(s), whenever possible.

**Joint Employer Response (1.16.25):** *The grocers are not interested in going back to a seniority system for determining promotions. As we discussed at length earlier in negotiations today, the grocers think it is very important that the most qualified and capable person is selected for every role. This should matter to employees too, because these processes determine who will manage them and be their coworkers. Seniority does not consider qualifications and ability to best serve customers and fellow employees.*