

UNION RESPONSE TO EMPLOYERS FROM UFCW 663

Feb 27, 2025 @ 8:30pm

Uniform Across Multiple or All Employers

Term of Contract

Union response: 3 years

Four (4) years. Slightly different date for each ER depending on their own expiration date.

Management Rights

Union response: Union rejects, maintain current language

The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement. This Agreement shall be interpreted as if every possible right of management is expressly included herein. The parties agree that their decision not to list other rights or the above rights in more specific detail is for the sake of brevity only and shall not be construed as a limitation on the Employer's right and ability to unilaterally exercise such rights. The Employer's exercise of such rights shall not be subject to bargaining or the grievance/arbitration provisions of this Agreement unless the exercise of such rights violates a clear and express provision of this Agreement.

UNION LEAVE & SPUR LEAVE

Union response: Union rejects, maintain current language

The Employer, at its sole discretion, may grant a request for a leave of absence from an employee who is elected or appointed to a Union office to perform official Union business.* The Union will provide a 30-day minimum notice of the request to the Employer, stating the starting and ending time for such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave.

*UNFI: up to one (1) employee per store

The Employer, at its sole discretion, may grant a request for a leave of absence for an employee requested by the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a 30-day minimum notice of the request to the Employer, stating the starting and ending time for such requested leave. All wages and benefit expenses for the employee shall be paid by the Union for all time served on said leave.

MN Paid FMLA

Union response: can agree in concept, union proposes 100% of premium contributions paid by employer - MN allows for employers to choose to cover up to 100% of the total premium for employees, but may not collect more than 50% from employees

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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.

MINIMUM HOURS - very similar for all

Union counter: Valid until the employee requests change or the agreed upon time period (to help address employer concern re: administrative burden)

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 [see below for each employer]. Upon either party revoking the agreement, the employee must provide updated and suitable availability to allow the Employer to schedule the respective minimum hours for their classification. All approved requests shall be maintained by the Employer at the store level and available to the Union upon request. Any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(1).

- **Jerry's, Kowalski's, Knowlan's, L&B:** valid until the employee or Employer revokes it
Union response - see Union proposal
- **Radermacher's and UNFI:** valid until the employee requests change or the agreed upon time period
Union response: TA 2/27/2025
- **Haug's:** If no new written request is submitted and approved, employee must provide updated and suitable availability to allow Employer to schedule respective minimum hours for their classification.
Union response - see Union proposal

HEALTH & WELFARE - repeated across all

Union response: Union rejects, see Union proposal - Health fund reserves are part of our members' compensation over years of negotiated contracts. Members want to see our money used to improve our Health benefits per our Union proposal, which includes:

- 100% vision exams
- Dental annual max increased from \$1250 to \$2000
- Medical deductible reduced from \$750/\$2,250 to \$500/\$1,500
- Medical Out-of-Pocket Maximum reduced from \$3,000/\$6,000 to \$2,500/\$5,000
- Employer paid Health Reimbursement Arrangement (HRA), with contributions of \$10.00 per week or \$43.33 per month

- 1) 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

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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.

- 2) **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.
- 3) **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 .
- 4) **Creation of tiers:**
 - a) Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), or Family.
 - b) Modified part-time employees are eligible to elect one of the following tiers of coverage: Single or Single and Child(ren).
 - c) 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.
 - d) 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.
- 5) **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 in the 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.

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- 6) 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.

CURRENT JERRY'S, UNFI, L&B

Effective first reporting period following ratification	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT	\$267.82	\$20.00	\$287.82	93.1%	6.9%
Modified PT – Single Only	\$158.84	\$10.00	\$168.84	84.1%	5.9%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

CURRENT RADERMACHER'S, KNOWLAN'S, HAUG'S

Effective first reporting period following ratification	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
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%

CURRENT KOWALSKI'S

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

ALL EMPLOYERS PROPOSAL

Union response: Union rejects, see Union proposal, members are not interested in percentage split, maintain existing flat rates

Effective 1/1/2026	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
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%

*The Union reserves the right to add, delete, amend, alter or otherwise change its proposals during the course of negotiations.
The Union also reserves the right to make counter proposals to the employer's proposals.*

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Effective 1/1/2027	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
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%

Effective 1/1/2028	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
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%

- 7) 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.
- 8) 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.
- 9) 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.

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- 10) Only Kowalski's: Full-time and modified part-time employees who currently have coverage through the H&W Plan as of July 29, 2023 will not make any weekly contributions from July 30, 2023 through June 1, 2025 but employee contributions shall resume on June 2, 2025.

PTO/Vacation/ESST Usage and Rollover

Union response: Union rejects, maintain current language, not interested in takeaways or further limiting our members use, rollover, accrual, payout of PTO/vacation/ESST, which is part of earned compensation

- Employees must use vacation / PTO time in the year in which it is earned
 - Kowalski's: "It is important for stakeholders to have their time off. PTO that is earned in their anniversary year needs to be used in the following year."
 - Knowlan's, UNFI, and Radermacher - "Effective upon ratification, employees must use all vacation time earned during the (anniversary - Knowlan's & UNFI) year in which it is allocated"
 - Jerry's & Haug's Effective upon ratification, employees must use all PTO time earned during the year in which it is allocated"
- Limit on rollover hours
 - Knowlan's, UNFI, Haug's - New limit of one year's worth of vacation time based on YOS. If an employee rolled over more than 1 year's worth of vacation on their most recent anniversary date prior to ratification, that becomes their new rollover limit.
 - "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."
 - Jerry's - additional language on new rollover minimum of 80 hours
 - "Employees shall be authorized to roll over **a minimum amount of 80 hours of accrued but unused PTO or** up to a maximum of one year's worth of PTO time based on years of service **(whichever is greater).**"
 - "Employees who have banked more than one year's worth of PTO at ratification time will not lose that PTO time, but they shall not be entitled to add more PTO time so long as their PTO bank meets or exceeds **80 hours**, or one year's worth of PTO time based on years of service **(whichever is greater).**"
 - Radermacher's - Employees are unable to accrue more vacation time as long as their banked hours meets or exceeds one years' worth on vacation based on YOS

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- “Employees who have banked more than one year's worth of vacation at ratification time will not lose that vacation time, but they shall not be entitled to add more vacation time so long as their vacation bank meets or exceeds one year's worth of vacation time based on years of service.”
- Employer discretion to change time off policies
 - Radermacher's & Haug's: “The Employer may, at its discretion, increase the types or amounts of paid or unpaid leave it offers, loosen the requirements for using paid or unpaid leave, and change or implement policies related thereto; when doing so assists it in complying with law.”
 - L&B: “The Employer, at its discretion, may set policies for administration of PTO as long as they do not conflict with the MN ESST law or the terms of this agreement.”
- Rate of vacation payout
 - Knowlan's, UNFI, Radermacher's, Jerry's, Haug's: “Any carried over vacation pay due to an employee termination will be paid at the wage rate effective as of [date] or at the rate of the year in which it was earned thereafter. Active employees' vacation will be paid on a first earned basis.”
 - Knowlan's, UNFI, Haug's date - contract expiration of 2025
 - Radermacher's - date of ratification
 - Jerry's date - contract expiration of 2023
- Limitations on vacation payout upon termination
 - Kowalski's and L&B: 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.
 - Jerry's and L&B: No payout for employees leaving company <1 YOS
 - Jerry's: Employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.
 - L&B: Any employee who separates employment with the company prior to completing one (1) year of service shall forfeit any granted PTO that has not been used prior to their last day of employment
 - Radermacher's: “The Employer may, at its discretion, pay out accrued but unused vacation with the agreement of the employee.”
- JERRY'S - Limit on vacation usage
 - “For the purposes of this schedule, PTO must be taken in full-week increments.”
- ESST

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Union counter: need to review further and consider the following employer by employer ESST proposals

- Jerry's and Kowalski's - adjusted year 0-1 YOS accrual to 1 hour per 30 hours work, capped at 48 hours per year
- Jerry's - addition of "MN" to the following article
 - "Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the Minneapolis and Minnesota Earned Sick and Safe Time (ESST) ordinance without disciplinary action."
- Kowalski's & L&B
 - Employees may 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 the employee provides reasonable documentation.
 - The Employer, at its discretion, may set policies for administration of PTO as long as they do not conflict with the Minnesota ESST law or the terms of this Agreement.
- UNFI: "Section 7.5: Minnesota Earned Sick and Safe Time. Pursuant to the Employer's Sick and Safe Policy on the Minnesota Earned Sick and Safe Time Act ("Act"), up to forty-eight (48) hours of an employee's available vacation and/or personal/floating holidays may be used as eligible Earned Sick and Safe Time (ESST) for permissible purposes defined under the Act. Employees entitled to fewer than 48 hours of frontloaded vacation and/or personal/floating holidays, will accrue time off for ESST purposes in accordance with the Employer's policies on the Act, provided such policies do not reduce time off available to Employees during the term of this Agreement."
- L&B: Changing courtesy/custodial accrual from 0-3 YOS from 1 week to 2 weeks
- Knowlan's & Radermacher's - no language related to ESST
- Addition of required medical certification for using ESST for 3 consecutive scheduled workdays
 - Jerry's: "The Employer reserves the right to require certification by a medical authority of an employee's physical capability of returning to work **if time away exceeds three (3) consecutive scheduled workdays.**"
 - Kowalski's in above ESST language: "if using more than three consecutive scheduled workdays, [using PTO for ESST is permitted] only if the employee provides reasonable documentation."

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WAGES

Union response: Union rejects, see Union proposal - bargained over years and not interested in takeaways

- All part-timers move to an hours progression, either in 700 or 1400 increments

Jerry's, Kowalski's, Knowlan's, UNFI, L&B, Haug

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.

Arbitration - Jerry's, Kowalski's, Radermacher's, L&B

Union response: Union rejects, not efficient

ONLY L&B

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.

[...]

Union response: agree in concept to the 7, want to understand why designation of National Academy of Arbitrators is important to employers

The Federal Mediation and Conciliation Service shall be called upon to furnish a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, from which the arbitrator will be selected.

Union response: union needs to investigate and look at past examples before responding

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.

PENSION (UNFI, KNOWLAN'S, RADERMACHER'S, HAUG'S)

Union response: Union rejects, already 6% previously, see Union proposal - we need to secure our Legacy Pension

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The Employer and Union agree to a scheduled industry Rehabilitation Plan for the Legacy Plan that requires contributions to increase by 5.0% effective March 2, 2025; 5.0% effective March 1, 2026; 5.0% March 7, 2027; and 5.0% March 5, 2028.

- "The trustees shall provide the Employer and Union quarterly updates."
- "The Employer and Union agree to direct the trustees to conduct RFPs commensurate with the vendors' next contract renewal."

UNFI, KNOWLAN'S, HAUG'S only

Union response: Union rejects

- "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)"

UNFI AND KNOWLAN'S only

Union response: union needs to better understand impact before making decision

- Deletion of retail specialists in pension language

NO MATCH-LETTERS (Knowlan's, Radermacher's, Kowalski's, Haug's)

Union counter: seeking advice from legal counsel

Employers proposed following underlined language: The Employer will not require the employees listed on the notice bring in a copy of their Social Security card for the ER 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.

DISCHARGE (KOWALSKI'S, KNOWLAN'S, UNFI, L&B)

Union counter: Employees shall be disciplined or discharged only for just cause.

Maintain existing language: Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.

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, or ~~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 substances (drugs) while at work will be considered as causes for dismissal without progressive discipline to the extent permitted by law.

HOLIDAYS - Jerry's and UNFI

Union response: Union rejects, maintain existing language

- For Easter and Thanksgiving, changing from volunteer-only to allowing for scheduling EE's by reverse seniority if there aren't enough volunteers

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- ~~Employers who only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work Easter. The Employer shall provide the Union a copy of the signed posting~~ If there are not enough volunteers available to staff the stores, Employers may, at their discretion, schedule the required number from part-time employees, using reverse seniority.
- Addition of needing to work on the holiday to be eligible for holiday pay
 - In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday, **his/her scheduled workday on the holiday**, and his/her scheduled workday after the holiday unless excused by the Employer or unless absent due to ~~proven~~ illness or injury. If the employee does not meet these requirements, he/she will not be eligible for holiday pay.

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KOWALSKI'S

- Cleanup
 - Eliminate all Pharmacy language Union response: TA 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 response: TA 2/27/2025
 - **Article 3: Holidays, Section 3.1**
 - Except as provided in Article 3, Section 3.1, it is agreed that no ~~clerk~~ employee shall be required or permitted to work on the following holidays: Union response: TA 2/27/2025
 - **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. Union response: TA 2/27/2025
 - **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.
 - ~~4-2.~~ 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. Union response: TA 2/27/2025

JERRY'S

- PTO requests must be electronically submitted in the Employer's human capital management system by the employee and non-ESST requests must be approved by the employee's manager each time PTO hours are used. Union response: TA 2/27/2025
- When a **full-time** employee relieves a department head ~~during~~ and performs the duties of the department head **for an entire** seven day period, the employee shall be paid the department head rate of pay. Union counter: "When any employee", propose "five (5) day period"

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- Change from 2 weeks to 7 days advance notice for part-time employees who have the right to have their schedules temporarily changed to accommodate their personal needs
Union clarification needed: schedules are written for 2 weeks, how does this work with 7 day notice?
- Cleanup language
 - Deletion of custodial employees from their seniority groups Union response: can TA if just for language cleanup and no other impact to other parts of CBA
 - Deletion of "on page 49" in Section 17.2 about department heads Union response: TA 2/27/2025
 - Remove all male and female pronouns; redraft in a way that pronoun is unnecessary or use *they/them/their*. Union response: TA 2/27/2025

KNOWLAN'S

- Clean-up: Remove all references to Pharmacy and Retail Specialists. Union response: TA 2/27/2025

RADERMACHER'S

- Letter of Agreement (LOA) dated May 10/16, 2024 re-signed for the term of the contract.
 - Union response: need to further review LOA

LUNDS & BYERLYS

- Elimination of the following language:
 - Section 5.3: Part-time employees who work ninety-six (96) hours or more in a three (3) week consecutive period (excluding Sundays and holidays) shall receive the starting rate for full time employees for the number of hours worked during the said three (3) consecutive week period only, providing no part-time employee shall receive full-time starting rate in more than two (2) weeks in which the employee worked less than thirty-two (32) hours per week.
Union response: Union rejects, maintain existing language
- Filling in for department manager while they are on vacation
 - Any time a department manager is scheduled to work less than 5 days in their designated work week, excluding weeks of a designated holiday, a replacement will be identified and assigned on the schedule to fill in as department manager. In this instance, the employee assigned to fill in as a department manager will receive department manager pay for each shift replacing a department manager.
Union response: Union rejects, maintain current language, not interested in floater filling in

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- #7: Union rep Visitation **Union response: Union rejects, maintain current language**
 - Union representatives shall be admitted to the workrooms at all times employees of the bargaining unit are at work to collect union dues and to satisfy the union representative that the terms of the contract are being complied with. It is understood, however, that the union representative will first make their presence known to the store manager or their non-bargaining unit management representatives.
 - The Employer agrees that union representatives may take an employee off the sales floor to discuss the benefits of this Agreement, Union membership, or any other matter related to the employee's employment for a reasonable period of time not to exceed 15 minutes. The employee's wages while attending such a meeting will be paid for by Union.
 - These meetings must be pre-scheduled by the Union with Management no less than 48 hours prior to the meeting.
 - Union representatives and stewards will not interrupt employees who are serving customers. The Employer shall provide the Union with bi-weekly new hire reports (to include name, store, department, classification, and wage rate).
- DH Classification: **Union response: Union rejects, see Union proposal to add more designated Dept Heads**
 - The Employer may designate Department Heads consistent with the following provisions:
 - There shall be no fewer than four (4) Department Heads per store in the Food Handler departments. The Employer may designate what positions or jobs will be recognized as
 - Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within the company.
- Replace Section 25 in its entirety: **Union response: Union rejects, maintain current language**

Original Language: Article 25: Subcontracting The Employer agrees not to subcontract any currently existing operations. If the Employer establishes a new operation where employees 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.

**UFCW Local 663 Counter to Metro Retail Grocery Employers' Proposals
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI**

- New Language: The Employer shall be allowed to subcontract any existing or new operation of its business provided no existing employee covered under this agreement will suffer a reduction in hours as a result. The Employer will notify the Union at least 30 days in advance of its intent to subcontract any aspect of its operation that falls within the jurisdiction of the local union.
- Renew following letters of Agreement
 - CSO Retail Support Union response: need to review, Sushi Union response: Union TA 2/27/2025, and Online Shopping Union response: needs to be updated to reflect current practices / terminology
 - SPUR Leave Union TA 2/27/2025

Haug's

- "The Employer may black out the sales weeks of Thanksgiving, Christmas, and the 4th of July." Union response: Union rejects
- Renew side LOU from 2/2/24 about EE's with special needs Union TA 2/27/2025