

**UFCW Local 663 Proposals to Jerry's
UNION 5 - March 26, 2025 @ 2pm**

UNION RESPONSE TO EMPLOYER PROPOSALS

3/26 TA for Three Year Term

3/26 Union: Reject

1. **Add in a New Article for 'Management Rights':**

3/26 Union: TA

2. **Section 2.5(D): Counter 3/18**

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 until the employee revokes or requests changes with a two (2) week written notice. 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).

3. **Section 2.10: Withdrawn 3/18**
4. **Section 3.1 C, D: Withdrawn 3/18**

3/26 Union: TA

5. **Section 3.3 Holiday Qualifications: Hold 3/18**

Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. Part-time employees will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

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, 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.

3/26 Union Rejects. Maintain all current language. Union amenable to adding one sentence: "The employer will follow all applicable laws regarding Minnesota Earned Sick and Safe Time."

6. **Section 4.1: Hold PTO**

- A. Employees will accrue PTO on a weekly basis as they work. PTO will be granted on a bi-weekly basis with the completion of each payroll. PTO shall be paid at the employee’s straight time rate at the time PTO is used.
- B. Employees will be allowed to use earned PTO for planned, approved time off or purposes defined in the Minneapolis Earned Sick and Safe Time (ESST) ordinance without disciplinary action.
- C. Although employees accrue PTO beginning on first day of work, accruals are not available to use until after completion of ninety (90) days of service. Employees who end employment with less than one (1) year of service will not have any unused PTO time paid out.
- D. PTO benefits cannot be used that have not been granted (i.e., PTO account cannot have a negative balance).
- E. PTO requests must be electronically submitted in the Employer’s human capital management system by the employee and approved by the employee’s manager each time PTO hours are used.
- F. PTO Overtime (Fulltime Only): After each anniversary year, average weekly hours over forty (40) will be computed at one and one-half (1.5) times the employee’s current regular straight time rate.
- G. Employees should work with their Store Director to take formerly carried over vacation time off. Any carried over vacation pay due to an employee termination will be paid at the wage rate effective as of **March 5, 2023** or at the rate of the year in which it was earned thereafter. Active employees’ vacation will be paid on a first earned basis.

PTO ACCRUAL SCHEDULE:

Employer will calculate and grant partial year accruals for all employees at conversion. Conversion date is as soon as administratively possible, no later than 90 days after ratification to allow for transition efforts.

PAID TIME OFF (PTO)			
Full-Time	Years of Service	Annual Grant	Weekly Rate
	Between 0-1st anniversary	1 weeks (capped at 48 hours)	0.03 per hour worked
	Between 1st - 7th anniversary	2 weeks (capped at 80 hours)	0.05 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)	0.1 per hour worked
	Beginning 19th anniversary and beyond	5 weeks (capped at 200 hours)	0.125 per hour worked
Part-Time	Years of Service	Annual Grant	Weekly Rate
	Between 0-1 st anniversary	1 weeks (capped at 48 hours)	0.02308 per hour worked
	Between 1st - 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

3/26 Union Rejects.

7. Section 4.6: Hold

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 PTOs by February 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

Effective upon ratification, employees must use all PTO time earned during the year in which it is allocated, except that employees shall be authorized to roll over ~~minimum~~ a maximum of one year’s worth of PTO time based on years of service. Employees who have banked more than one year’s worth of PTO at ratification time

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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 one year's worth of PTO time based on years of service.

8. Section 5.5: Withdrawn 3/17/2025

3/26 Union Rejects.

9. Add in new a new Section 5.10: Hold

10. Section 11.2 Union Leave: Withdraw 3/17/2025

3/26 Union Rejects. Maintain all current language. Union amenable to adding one sentence: "The employer will follow all applicable laws regarding Minnesota Earned Sick and Safe Time."

11. Section 11.4 Medical Leave: Hold In case of accident, injury, pregnancy or illness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that the employee is judged by a certified medical authority to be physically unable to work up to a maximum leave not to exceed one (1) year.
The Employer reserves the right to require certification by a medical authority of an employee's physical capability of returning to work.

12. Section 11.7 Spur Leave: Withdraw 3/17/2025

13. Add in a New Section 11.11: Union TA'd 3/18

3/26 Union Counter:

14. Article 15: Health and Welfare HOLD

- (A) Health & Welfare Fund:** The Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (the "Fund") is jointly administered by Union Trustees and Employer Trustees. The Employer is bound by the existing Trust Agreement covering the Fund and any amendments thereto to the extent they do not conflict with this Agreement. The Employer agrees to pay into the Fund contributions on behalf of any employee who meets the eligibility criteria outlined below. The benefit plans are as agreed upon by the Employer Trustees and Union Trustees and will remain in effect for the life of the Agreement except as may be modified by agreement of a majority of the Board of Trustees, which shall not conflict with the eligibility terms of this Agreement.
- (B) Benefit Commencement:** Newly eligible employees that elect coverage specified in Article 15(D) under the Minneapolis Retail Meat Cutters and Food Handlers (MRMC) Health and Welfare Plan (the "H&W Plan") shall have coverage commence the first day of the calendar month following the calendar month the Fund receives contributions on the employee's behalf.
- (C) Benefit Elections:** The H&W Plan Administrator shall administer the benefit election process directly with employees for newly eligible employees, open enrollment, and qualified mid-year election changes. Newly eligible employees shall have 30 days to make their benefit elections from the date they begin employment in an eligible classification. classification.

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[Amend to ensure timely selection of which Tier so proper deductions can be made. Open to suggested language from Employer. Language subject to review with Plan Administrator.]

~~(D) — **Benefit Coverage Options:**~~

- ~~• Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), or Family.~~
- ~~• Modified part-time employees are eligible to elect one of the following tiers of coverage: Single or Single and Child(ren). Employees who wish to purchase Single and Child(ren) coverage will be required to contribute the difference in premiums between Single and Single and Child(ren) coverage with the Employer's contribution capped at the Single coverage rate.~~
- ~~• All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits (e.g., Doctor on Demand, Dental, Vision, Life, and AD&D) that provide single coverage for themselves.~~

(D) Benefit Coverage Options:

- Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), Family, or Ancillary.
- Modified part-time employees are eligible to elect any tier of coverage. Employees who wish to purchase coverage other than Single will be required to contribute the difference in premiums between Single and the tier of coverage that they elect, with the Employer's contribution capped at the Single coverage rate.
- All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits that provide certain coverages for themselves. Upon completion of six (6) months of employment, all other part-time employees (including courtesy and custodial employees) are eligible to buy up to a different tier of coverage with the employee and employer contribution rates listed below.

(E) Open Enrollment: Pursuant to the H&W Plan rules, eligible employees will annually have the opportunity to elect or change coverage under the H&W Plan effective the following January 1. Should an eligible employee elect or change coverage during the annual open enrollment period, the Employer must begin contributions in December, so long as the employee had actual hours worked in November, for coverage to begin January 1. Employees who are already enrolled and do not need to modify their coverage election in H&W Plan do not need to take any action during the annual open enrollment period to continue their existing coverage. Open enrollment for Health & Welfare and Ancillary benefits will occur annually. The H&W Plan Administrator shall notify the Employer of all new or changed benefit elections no later than October 15. The Employer shall cooperate with the Fund Office in providing the Fund Office with eligible employee information to allow for enrollment to be conducted by the Fund Office during periods of open enrollment and as employees become eligible for coverage during the year.

(F) Qualifying Life Event: Pursuant to the H&W Plan rules, eligible employees will have the opportunity to elect or change coverage under the H&W Plan should they experience a qualifying life event in accordance with applicable law.

(G) Benefit Contributions: The Employer agrees to contribute to the Fund for employees electing coverage on the basis of employee classification as follows:

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- **Full-Time:** Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- **Modified Part-Time:** Modified part-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- **Ancillary:** All other part-time (including courtesy and custodial employees) for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing the first full week of the second month following the month the employee was hired or moved into that classification.
- The Employer may, at its option, begin contributing to the Fund earlier than required so as to provide coverage sooner than as prescribed above.

Benefit contribution rates are as follows:

Weekly Health & Welfare Cost

Effective March 2025	TOTAL Weekly Contribution Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$176.52	\$151.52	\$25.00	\$161.52	\$15.00	\$88.26	\$88.26
Single + Spouse	\$351.36	\$326.36	\$25.00	\$161.52	\$189.84	\$88.26	\$263.10
Single + Children	\$343.03	\$318.03	\$25.00	\$161.52	\$181.51	\$88.26	\$254.77
Family	\$584.48	\$559.48	\$25.00	\$161.52	\$422.96	\$88.26	\$496.22
Ancillary	\$7.54	\$6.54	\$1.00	\$6.54	\$1.00	\$6.54	\$1.00
Effective March 2026	TOTAL Weekly Contribution Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$192.95	\$167.95	\$25.00	\$177.95	\$15.00	\$96.48	\$96.48
Single + Spouse	\$385.05	\$360.05	\$25.00	\$177.95	\$207.10	\$96.48	\$288.58
Single + Children	\$375.90	\$350.90	\$25.00	\$177.95	\$197.95	\$96.48	\$279.43
Family	\$641.17	\$616.17	\$25.00	\$177.95	\$463.22	\$96.48	\$544.70
Ancillary	\$8.29	\$7.29	\$1.00	\$7.29	\$1.00	\$7.29	\$1.00

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Effective March 2027	TOTAL Weekly Contributio n Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$207.05	\$182.05	\$25.00	\$192.05	\$15.00	\$103.53	\$103.53
Single + Spouse	\$413.95	\$388.95	\$25.00	\$192.05	\$221.90	\$103.53	\$310.43
Single + Children	\$404.10	\$379.10	\$25.00	\$192.05	\$212.05	\$103.53	\$300.58
Family	\$689.83	\$664.83	\$25.00	\$192.05	\$497.78	\$103.53	\$586.31
Ancillary	\$8.58	\$7.58	\$1.00	\$7.58	\$1.00	\$7.58	\$1.00

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 waive~~ benefit coverage.

~~The Employer shall not be responsible for any additional benefit costs for the term of this Agreement.~~

- (H) **Termination of Contribution at Employment Separation:** Upon end of employment, regardless of reason (e.g. retirement, layoff, termination), the final contribution remitted to the Fund on the former employee's behalf shall be in the calendar month following the month in which the employee last incurred actual hours worked.
- ~~(I) **Remittance:** The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator. The Employer will collect the Employee contribution for each week an employer contribution is due if the Employee was given a paycheck for the payroll period with sufficient net earnings to pay the Employee contribution. If the Employer did not issue a paycheck to the employee or the employee's paycheck does not have sufficient net earnings to pay the employee contribution, then the employee is responsible for remitting the employee contribution directly to the Fund.~~
- (I) Remittance: The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator for the total contribution rate. 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 employer shall deduct any Employee contributions due from the Employee's next paycheck.
- (J) Fund Reserves: Both the Employer and the Union have a mutual interest in maintaining a financially healthy and stable Health & Welfare Fund that maintains sufficient reserves. As such, should Fund assets decline to an amount that is less than six (6) months of Continuation Value, as determined by the Fund's actuarial consultants, either the Union or Employer Trustees may request that the Fund's actuarial consultants recalculate the true-cost rates for the remainder of the term of the Agreement. Such recalculation shall occur within thirty (30) days of the request.

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Upon adoption of the new rates by the Trustees, such Total Contribution Rates shall replace those in this Agreement, however, the Employee Contribution Rates shall remain unchanged.

Likewise, effective September 2025, should Fund assets at any point exceed twelve (12) months of Continuation Value, as determined by the Fund's actuarial consultants, the Employer shall be granted a contribution holiday for thirteen (13) weeks. During such time, Employee Contributions shall still be deducted by the Employer and shall offset any future remittance to the Fund.

The provisions of this section shall be valid through March 3, 2028.

[The proposed language in this section is subject to review, modification, and agreement between Fund co-counsels consistent with the intent of the parties.]

3/26 Union Rejects.

15. **Article 16: Arbitration: Hold 3/17/2025**

Section 16.1: Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for vacation, holiday, jury pay and bereavement pay.

Section 16.2: Hold 3/17/2025 Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Federal Mediation and Conciliation Services (FMCS) 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. The panel of seven (7) arbitrators furnished by FMCS will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

Section 16.3: The expense of the arbitrator shall be divided equally between the Employer and the Union.

Section 16.4: There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

Section 16.5: Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, may result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon. The steps to be followed are as follows:

- (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance.
- (B) If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a panel from the Federal Mediation and Conciliation Service (FMCS).
- (C) The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the arbitrator is not available within such period.

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In each of the above steps, the days referred to are working days.

Previously TA'd

16. Clean up the following language in Section 17.1: Union TA'ed Feb. 27, 2025

For the purpose of this Article, there shall be ~~five (5)~~ separate seniority groups. The seniority groups shall be classified as:

- (A) Full-Time Food Handler - Group 1 employees
- (B) Modified and Regular Part-Time - Group 2 employees
- (C) Certified Pharmacy Technician employees
- (D) Custodial Employees

Previously TA'd

17. Clean up the following language in Section 17.2: Union TA'ed Feb. 27, 2025

(I) 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. An Employer who wishes to establish additional Department Head positions must first maintain and fill each of the six (6) Department Head positions specified by title in Appendix C of this Agreement on page 49 before it may fill any of the optional Department Head positions as provided below. Each Employer will have the option to designate a total of up to nine (9) Department Head positions in each store. However, no Employer shall be obligated to create or fill any additional Department Head positions by reason of these provisions. Each Employer may designate what positions or jobs will be recognized as additional 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 each company.

3/26 See Union Counter Proposal

18. Appendices B and C: Wages

Remove existing appendices and replace with the attached.

Previously TA'd

19. Other Clean-up: Union TA'ed Feb. 27, 2025

Remove all male and female pronouns; redraft in way that pronoun is unnecessary or use *they/them/their*.

3/26 Union: Hold for further discussion

20. NEW Jerry's Transfers COUNTER:

- A. The Employer agrees to give an employee two (2) weeks'-notice of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business. Once transferred, an employee may not be transferred to another location for a period of 12 calendar months unless by mutual agreement between the Employee, the Employer and the Union.
- B. The Employer will not transfer an employee as a means of discipline.
- C. The Employer shall consider the circumstances of the affected employee in making the transfer decision
- D. Full-time employees may request transfers to a store closer to their home. Requests will be considered based on the following criteria: store staffing needs, store full-time staff balancing, potential openings and employee's experience and skill sets.

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Previously TA'd

- 6(F) – TA 3/18/2025
- 6(K) – TA 3/18/2025 by PDF
- 8(D) – Jerry's TA's 3/18/2025

Previously TA'd

Jerry's language:

A manager on duty shall be defined as any Part-Time employee for whom managerial duties are not their primary responsibility. Part-Time employees called on by the Employer to take on temporary managerial duties, who are food safety certified and have attended Jerry's Universities MOD class, shall receive a premium of one dollar fifty cents (\$1.50) per hour for all hours worked up to forty (40) hours.

Paid FMLA – Union Ta'd 3/18/2025

UNION PROPOSALS

*** Wages and all terms of a final TA retroactive to CBA expiration date in 2025 ***

Maintain all tentative agreements to-date.

All other employer proposals not referenced herein are rejected by the Union.

1) Wages

- A) See wage scales - [Union 5 - 3.26.25](#)

Wage Differentials

A) Union Hold

PT Supervisor - \$2.00 shift differential for all hours scheduled for the shift when supervising 2 or more employees

B) Previously TA'd

MOD

D) Union Hold

Deli - \$2.00 shift differential for all hours scheduled for the shift

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E) Union Hold

All hours worked between 10pm and 6am - ~~\$2.00~~ **\$1.50** shift differential for all hours scheduled for the shift

2) Retirement Union Counter

Upon ratification, increase all 401(k) contributions as follows:

- Keep FT rates the same
- Increase PT Mod rates to \$1.50/hr
- Add Reg PT rate at \$0.75/hr

3) Health & Welfare Union Counter: See Above

4) Employee Discount

A) Union Hold

- Jerry's Cub and Jerry's Foods - 10% all products

6) Scheduling and Hours

A) Union Drop

All full-time and part-time employees will not be asked to be available:

- For more than 2x the number of hours they seek to work (i.e. part-time employees will provide 48 hours of availability to be scheduled for 24; full-time employees will provide 80 hours of availability to be scheduled for 40) OR
- For more availability than the employee provided at hiring

B) Union Drop

If employees in a department are on any form of leave or time off, paid or unpaid, those hours shall be made available for other employees (i.e. if 1 employee is on PTO for 3 days, they will be replaced in that department instead of department working short)

E) Union Drop

- No more than 2 night time shifts per week for full-time employees, unless by mutual agreement.
- Bookkeeping, receiving, bakery and pricing will not be scheduled for night shifts, unless by mutual agreement.

F) Previously TA'd

Employees will only be scheduled for more than 7 consecutive days in a row by mutual agreement.

G) Union Counter

All part-time employees guaranteed 20 hours per week, unless waived by employee

H) Union Drop

Breaks - Employer will ensure scheduled hours do not lead to employees missing a second break, unless there are extenuating circumstances that require it (i.e. youth cannot work before / past certain time of day)

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7) Ratios - The Employer shall reach at least:

- A) **Union Hold**
40% FT ratio by the end of this CBA (Employer shall make all necessary Fund contributions)
- B) **Union Hold**
40% PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions)
- C) **Union Hold**
Increase PT top 24% to 30%

8) Wage Differentials

See Union 1 above

9) Cross training and working in more than one department

- A) **Union Drop** Cross training and/or requiring employees to work outside their department will be by mutual agreement only
- B) **Union Hold** 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

10) Union Counter - Transfer protections

Union Hold for further discussion

Clarification - Union 10 A-E replaces/reformats current CBA language that reads "All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an Employer- initiated transfer. Temporary transfers may occur without notice as a result of an emergency situation arising in the business. No employee will be transferred as a means of discipline. The Employer shall take into account the circumstances of the affected employee in making transfer decisions."

- A. The Employer agrees to give an employee **30 days notice** of an Employer-initiated transfer, except in the case of an emergency. Temporary transfers may occur without notice in the event of an emergency arising in the business. Once transferred, an employee may not be transferred to another location for a period of **twelve (12) calendar months** unless by mutual agreement between the Employee, the Employer and the Union.
- B. The Employer will not transfer an employee as a means of discipline.
- C. The Employer shall consider the circumstances of the affected employee in making the transfer decision **and will not create undue hardships for the employee.**
- D. Non voluntary transfers will be by company-wide hire date in reverse seniority.**
- E. Full-time employees may request transfers to a store closer to their home. Requests will be considered based on the following criteria: store staffing needs, store full-time staff balancing, potential openings and employee's experience and skill sets.

11) PTO / ESST / Leave

- A) Increase Bereavement **Union Hold**

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- i. All full-time and part-time employees (~~excluding Group 3~~) 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, **stepparent**, child or stepchild.
 - A maximum of **three (3)** ~~two (2)~~ 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**.
 - ~~One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.~~

B) Holiday pay

- ii. **Union Hold** - Holiday pay increased from 4 to 6 hours paid for all part-time

12) Classifications

A) **Union Drop**

Union edits: Part-time employees with five (5) or more years of service in each store shall be offered promotion to Modified part-time

D) **Union Hold**

Retail Specialist - reclassified as Classified Assistant

E) Department Heads:

i) **Union Drops**

All Department Heads shall be classified as Traditional Full-Time Food Handlers for purposes of Appendix A-1 "Food Handlers Sunday Clause."

iii) **Union Hold**

Ensure that all FT heads of departments are classified and paid as Department Heads (i.e. Pricing, Front End, E-Commerce, Floral, Gift, General Merchandising, Coffee, Cheese)

iv) **Union drops**

Any time a department manager is scheduled to work less than 5 days in their designated work week, a replacement will be identified and assigned to fill in as department manager and will fill out the Employer's designated replacement form. 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.

G) **Union Hold** Maintaining seniority for students

Students who cease employment because of their education **will maintain and continue their seniority on their return to work.** ~~and return to work within twelve (12) months shall receive and continue to accrue seniority credit for actual time worked.~~

13) Safety and Wellbeing

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.

All Tentative Agreements between the parties are subject to ratification.

- A) **Union Hold** Employer shall update schedules and nametags of an employee once informed of a name change and with employee's consent
- B) **Union Hold** Employer will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials present a valid judicial warrant signed by a judge before admission to employee only areas at the worksite or access to employee records. Employer shall immediately notify UFCW 663 in the event of such an incident.

14) Tools and Training

- C) **Union Drops LOA** to define details for creating a joint UFCW 663 and Employer program for Meat Apprenticeships & Job Training
- D) **Union Hold**
Edit CBA language: In the event the employer introduces technological changes, ~~which for the purpose of this article is defined as price marking and electronic scanners~~ that would result in the elimination of bargaining unit work...

15) Check-off

- A) **Union Hold**
Union will check in with designated Employer staff to determine processes and then language redlines needed.
All check-off remittances (dues, initiation fees, ABC) collected by the Company shall be promptly remitted to the Union no later than the 5th of the month following the month of such deductions.

Union Proposal 5 to Jerry's - 3.26.2025				
APPENDIX B				
Minimum Meat Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Head Meat Cutter	\$31.44	\$33.44	\$35.44	\$36.94
Journeyman	\$30.44	\$32.44	\$34.44	\$35.94
Service Meat Employees				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
0-6 months	\$18.00	\$22.00	\$24.00	\$26.00
6-12 months	\$19.00	\$24.00	\$26.00	\$28.00
1-2 year	\$20.00	\$26.00	\$28.00	\$30.00
2-3 year	\$26.55	\$28.55	\$30.55	\$32.05
All Meat employees who are at the top or above scale will receive the following increases:				
	3/5/2025	\$2.00		
	3/1/2026	\$2.00		
	3/7/2027	\$1.50		
APPENDIX C				
Minimum Grocery Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Assistant Mgr, Produce Head, FF Head, Bookkeeper, Deli Head, Company Designated	\$30.33	\$32.33	\$34.33	\$35.83
FT Food Handler & Pharmacy				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
0-6 months	\$20.00	\$20.00	\$20.00	\$20.00
6-12 months	\$21.75	\$21.75	\$21.75	\$21.75
1-2 years	\$23.50	\$23.50	\$23.50	\$23.50
2-3 years	\$24.50	\$24.50	\$24.50	\$24.50
3-4 years	\$25.50	\$25.50	\$25.50	\$25.50
4-5 years	\$26.50	\$26.50	\$26.50	\$26.50
5 years and over	\$29.33	\$31.33	\$33.33	\$34.83
Classified Assistant				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Step 1	\$18.83	\$22.00	x	x
Step 2	\$19.83	\$24.00	\$24.00	x
Step 3	\$20.60	\$25.50	\$25.50	\$25.50
Step 4	\$21.50	\$27.00	\$27.00	\$27.00
Step 5*	x	\$28.50	\$28.50	\$28.50
Step 6*	x	x	\$30.00	\$30.00
Step 7*	x	x	x	\$31.50
Top Step	\$27.33	\$29.33	\$31.33	\$32.83
All Retail Specialists eliminated & reclassified as Classified Assistants; current RSs & CAs place into this scale at next highest wage rate at least \$1.50 more than current rate.				
When a member is promoted from PT to FT, they slot into Step 1 of the Classified Assistant scale, or the next highest wage rate at least \$1 more than current rate.				
Step progression occurs annually in March				
* Only applies to employees hired after ratification				
All FT employees who are at the top or above scale will receive the following increases:				
	3/5/2025	\$2.00		
	3/1/2026	\$2.00		
	3/7/2027	\$1.50		
	Part Time Employees			
Step 1	\$17.00			
Step 2	\$17.75			
Step 3	\$18.50			
Step 4	\$19.25			
Step 5	\$20.00			
Step 6	\$20.75			
Step 7	\$21.50			
Step 8	\$22.25			
Step 9	\$23.00			
Step 10	\$23.75			
Step 11	\$24.50			
Over & TOS yearly increase	\$1.50			
PT scales starting at \$17.00 - EEs place at step at least \$1.25 above current rate (retro to March), progress to next step every September and March of CBA				
Provided further that Food Handlers, Custodial, and Courtesy employees shall not receive less than fifty cents (\$0.50) above federal, state, city or county minimum wage, whichever is higher, during the term of this agreement.				