

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

RESPONSES TO EMPLOYER PROPOSALS

3/26 TA for Three Year Term

3/26: See Union Counter on Wages

Wages

Cub proposes wages and classifications as set forth in the attached wage grids, with wage changes to be effective as of the Sunday prior to contract ratification.

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3/26 Union Counter: See edits in blue plus VAP changes per previous Union proposal

Retirement

Employer counter proposes to modify Article 14 as set forth below:

Article 14: Pension

- (A) The Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Legacy Plan) will be frozen for all accrued benefits after February 28, 2019. Existing Legacy Plan participants will continue to earn vesting service and credited service for benefit eligibility purposes pursuant to the terms of this Article.
- ~~(B) The Employer and Union will make a request to the board of trustees of the Legacy Plan to adopt IRC Section 432(b), Section 4, of the Multiemployer Pension Reform Act of 2014 (MPRA), which will allow the Legacy Plan to accelerate its certification into Critical Status (Red Zone) for fiscal plan year 2018.~~
- (C) The Employer and Union agree to a Rehabilitation Plan schedule for the Legacy Plan that requires Employer contributions to increase by **10.4% effective March 2, 2025; 10.4% effective March 1, 2026; and 10.4% March 7, 2027.** ~~6% effective March 5, 2023 and 6% effective March 3, 2024. The Employer also will contribute \$2,643,633.42 million to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective for the contribution month beginning April 2, 2023, payable to the Legacy Plan in May 2023, and continuing thereafter until the redirection amount attributable to the Employer is fully paid, at which time the redirection shall cease. The Employer shall continue to make contributions to the Legacy Plan for all active employees in classifications for whom they have previously made contributions to the Legacy Plan and for future active newly hired employees (who are in classifications for whom contributions have been made under the Legacy Plan pursuant to the prior CBA) who are participants in the Variable Annuity Plan (VAP) Plan. In addition, the 30 year and out pension benefit will be eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after February 28, 2019. Specifically, and not including the above-referenced redirect, the employer contribution rates to the Legacy Plan will increase according to the following schedule:~~

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Pre-March 2023 2025 Contribution Rates	Effective March 2, 2023 2, 2025	Effective March 1, 2026 1, 2024	Effective March 7, 2027	Effective March 5, 2028
Full-time: \$149.13 \$167.56 per week	\$184.99 \$158.08	\$204.23 \$167.56	\$225.47	\$203.67
Part-time: \$48.64 \$54.65 per week	\$60.33 \$51.56	\$66.60 \$54.65	\$73.53	\$66.43

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

The Full-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above for each week when such employee has worked thirty-two (32) or more hours or thirty (30) or more hours (for those employees on the four (4)-ten (10) hour workweek) excluding hours worked on Sundays and holidays, except for floating and banked holidays.

The Part-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above (excluding retirees who are receiving a UFCW Local 653 pension, Clean Team and Group 3 part-time employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).

The Employer shall remit a minimum of [x] Full-Time and [x] Part-Time Contributions each week. [Calculate as (% of unfunded liability) X (59,700 FT weeks & 55,900 PT weeks) / 52]

- (D) Active employees with 30 years of service as of February 28, 2019, are a protected group, and will not be affected by the elimination of the 30 and out benefit in Paragraph (C) above.
- (E) The Employer and Union ~~agree to establish~~ **established** a Variable Annuity Plan (VAP Plan) for future service benefits effective January 1, 2019. Employers will make contributions to the VAP Plan for all current active employees and future active newly hired employees in classifications for whom contributions have been made under the prior CBA. The following Employer contribution rates will be made to the VAP Plan, ~~minus \$5.00 per week per employee that is redirected pursuant to Paragraph C above:~~

Weekly Contribution Rates	Effective March 2, 2025 January 1, 2022
Full-time:	\$52.36
Part time:	\$19.43

- (F) All current active and future active employees (excluding Group 3 Part-time, Clean Team and Retirees who are receiving a Legacy Plan pension) are eligible for coverage under the VAP Plan. All current active employees will bridge their vesting service between the Legacy Plan and the VAP Plan.

In the event that a modified part-time or regular part-time employee, on whose behalf a Legacy pension contribution was being made, retires, quits, or is terminated and is not replaced, then the Employer will pay a contribution on behalf of the most senior Group 3 part-time employee at the rate in Paragraph (C) above. The intent of this provision is to maintain Legacy pension

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funding for the life of this contract. This provision will not be applicable however in the event of a store closure.

- (G) The annual benefit accrual of the VAP Plan for employees will be as follows:

	Effective January 1, 2019	Effective January 1, 2020	Effective January 1, 2021	Effective January 1, 2022
VAP Accrual Rate	\$26.25	\$28.75	\$32.50	\$35.00

The service and vesting provisions of the VAP Plan will be the same as the Legacy Plan. The death benefit and disability benefits of the VAP Plan will be the same as the Legacy Plan. The forms of retirement benefit options of the VAP Plan will be the same as the Legacy Plan.

- (H) The Normal Retirement Age of the VAP Plan will be age 65. Eligibility for Early Retirement will be the same as the Legacy Plan with benefits reduced 6.0% per year for each year of retirement commencement prior to Normal Retirement Age. For example, if a pension-eligible employee retires at age 61, the employee's pension benefit shall be reduced by 24% ((retirement commenced 4 years prior to age 65) x 6% reduction per year).
- (I) All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance benchmarked to a hurdle rate of 5.5%.
- (J) Annual increases in accrued benefits will be capped at 3.0% above the hurdle rate. Any surplus increase in fund revenue based on investment performance above the 3.0% capped annual benefit adjustment will be allocated to a Stabilization Reserve. The purpose of the Stabilization Reserve is to support the maintenance of accrued benefits (for both actives and retirees) in years in which the investment return is less than the hurdle rate and which would normally cause a decrease in the accrued benefit. The Stabilization Reserve will be governed by the board of trustees of the VAP Plan according to the intent of this paragraph.
- (K) Upon retirement, employees eligible for pension benefits pursuant to the VAP Plan will have the option to choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance. For employees who leave their employment for any reason prior to retirement, the accrued benefits will remain variable until retirement, at which point the employee may choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance.
- (L) An Employer may withdraw from the Legacy Plan during the term of this Agreement and pay its allocated withdrawal liability, as long as it continues to participate in the VAP Plan pursuant to the terms of the collective bargaining agreement.
- ~~(M) The Employer and the Union agree that during the term of this contract the parties will convert the Legacy Plan and VAP Plan Weekly Contribution Rates set forth above to an Hourly Composite Contribution Rate, to be effective with the employer's contribution payments for January 2019 to the VAP Plan and effective with the March 2019 payments for the Legacy Plan per the Plan Board of Trustees policy and as bargained.~~

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~~The Board of Trustees will vote on a plan contribution conversion policy no later than October 31, 2018. The hourly composite contribution rates will be equivalent to what the weekly contribution rates would have been for the same time periods. Such policy must protect the financial integrity of the two plans and treat the converting employers fairly and equitably.~~

~~The collective bargaining agreement will be revised to state the hourly composite contribution rates and procedures once they are adopted by the board of trustees.~~

~~(M)(N)~~ The Employer agrees that it will make available to employees who have completed the probationary period the option to contribute to an Employer-sponsored 401(k) retirement savings plan or have the option to offer a Roth Plan, subject to the conditions and requirements of that plan. It is understood that the Employer itself will have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

~~(N)~~ The Employer is not required to make contributions to the Legacy Plan or VAP Plan after termination of employment (e.g. on vacation pay-outs after termination). [open to including only if the parties agree to language on minimum # of contribution weeks]

~~(O)~~ The trustees shall provide the Employer and Union quarterly updates. [Employer should get these from the Employer Trustees]

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

3/26 Union Counter:
Health and Welfare

Employer counter proposes to modify Article 15 as set forth below:

Article 15: Health and Welfare

- (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

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(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.

[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.

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- (F) **Qualifying Life Event:** Pursuant to the H&W Plan rules, eligible employees will have the opportunity to elect or change coverage under the H&W Plan should they experience a qualifying life event in accordance with applicable law.
- (G) **Benefit Contributions:** The Employer agrees to contribute to the Fund for employees electing coverage on the basis of employee classification as follows:
- **Full-Time:** 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

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Effective March 2025	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	\$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 Contributio n 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

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.~~

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(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. 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 TA

Certified Pharmacy Technicians – New Classification for District Pharmacy Techs

The employer proposes the following change to Section 17.5:

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Section 17.5 Certified Pharmacy Technicians: For purposes of layoff and recall, Certified Pharmacy Technicians shall have seniority based on their most recent date of hire. The seniority of Certified Pharmacy Technicians will be separate from any other employees within the bargaining unit. The Employer shall reimburse its Certified Pharmacy Technician employees for costs incurred in paying registration fees required for the performance of their duties in the store pharmacy.

The Employer agrees to provide for certification of certain employees within the Pharmacy Technician classification on the following basis:

Upon successful completion of the certification examination, the employee's application/examination fee and the cost expended for necessary training materials will be reimbursed by the Employer. Only one examination fee will be reimbursed per employee. Employees who obtain certification will be entitled to receive an hourly "certification premium" in the amount of seventy-five cents (\$.75) per hour in addition to the regular rate of pay in Appendix "C" for so long as the employee remains certified. Fees required to be expended by the employee to obtain recertification will be reimbursed by the Employer if recertification is obtained. The fees paid by the employee for attending continuing education courses required for renewal of certification will be reimbursed by the Employer if recertification is obtained. The Employer reserves the right to approve in advance the numbers of those employees who obtain certification at its expense, together with the accompanying premium pay.

Each district shall have up to five (5) job postings for "District Pharmacy Technicians" who shall receive training and be available to support multiple stores within an assigned group of stores. These District Pharmacy Technicians shall have an assigned base store, but shall be scheduled to work at other stores within the group to assist with onboarding of new technicians and to address staffing shortages, vacations, sick call-outs and other scheduling needs. Schedules for District Pharmacy Technicians shall be posted two (2) weeks in advance, but shall remain subject to changes to the schedule and/or location. District Pharmacy Technicians shall receive an additional premium of \$0.75 per hour, which may be stacked with the certified premium.

3/26 Union Hold Pending Further Discussion

Transfers

The Employer proposes the following modifications to Section 5.7:

Section 5.7: When employees are required to travel from one store to another in any one (1) day, travel time shall be considered as time worked and, in addition, the employee shall be paid mileage in accordance with the mileage policy of the Employer, but not less than the rate specified by the Internal Revenue Service as the "standard mileage rate."

If employees make a delivery of product to a store at the Employer's direction, such time will be considered as time worked and mileage will also be paid.

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. **Once transferred, an employee may not be transferred to another location in an Employer-initiated transfer**

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for a period of nine (9) calendar months unless by mutual agreement between the Employee and the Employer with a copy of the transfer consent provided to the Union prior to the transfer.

3/26 Union TA

Special Deep Cleaning Projects

Add the following Article to the contract and renumber as necessary:

Employer shall be allowed to utilize outside vendors to complete special deep cleaning projects in the stores.

3/26 Union Reject

Management Rights

Add the following Article to the contract and renumber as necessary:

The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement.

3/26 Union Reject

Union Leave

Modify Section 11.2 as follows:

Section 11.2 Union Leave: An employee with at least one (1) year of seniority, who is elected or appointed to a full-time Union office, shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year. Temporary leaves of absence to attend state or national conventions shall be granted to all Executive Board members and elected delegates of the Union. Leaves of absence for Executive Board members for Union business will be granted as needed. ~~Such members shall give their Employer a minimum of one (1) week notice (except Union emergencies),~~ **The Union will provide a 30-day minimum notice of the request to the Employer,** stating the starting and ending time for such leave. **All wages and benefit expenses for the employee shall be paid by the Union for all time served on union leave.**

The Employer shall not be required to give a leave for more than one (1) employee from each store.

3/26 Union Reject

Discharge

Modify Article 6 as follows:

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**~~

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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.

The Employer agrees that in cases of suspension or discharge of an Employee, a Union representative will be permitted to attend administration of the discipline. Employees shall be allowed to include their own written accounts and rebuttals to all Employer-generated documents in their personnel file. The Employer will notify the Union via email within forty-eight (48) hours following the administration of a suspension or discharge to a bargaining unit employee. If the Employer fails to provide the notice within forty-eight (48) hours, in order to remedy the delay, the timeline for the grievance procedure will begin when the Union is notified of the suspension or discharge.

3/26 Union Reject

Minimum Wage Increases

Add new Section 5.10 as follows:

Section 5.11: City, State, or Federal Minimum Wage and Other Wage Increases:

Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression will be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, that employee will not receive the scheduled wage progression.

In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in the minimum wage, the wage rate for all employees shall be raised to the new minimum wage. The employer may apply greater hourly wage increases at its discretion to address wage compression.

3/26 Union Reject

Vacation

Add new Section 4.9 as follows:

Effective upon ratification, employees must use all vacation time earned during the anniversary year in which it is allocated, except that employees shall be authorized to roll over a maximum of one year's worth of vacation time based on years of service. However, an employee who rolled over more than one year's worth of vacation on their anniversary date prior to ratification of this Agreement may roll over up to that amount of vacation in each anniversary year during the term of this Agreement. Any carried over vacation pay due to an employee termination will be paid at the wage rate effective as of March 5, 2025 or at the rate of the year in which it was earned thereafter. Active employees' vacation will be paid on a first earned basis.

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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."

MN ESST

Add new Section 7.5 as follows:

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.

3/26 Union Reject

Staffing on Easter and Thanksgiving

Allow Employer to fully staff on Easter and Thanksgiving as business requires.

- (C) Easter: Easter is not a holiday for purposes of this article nor the rest of this Agreement. Employers who desire may operate their stores on Easter. ~~Stores opened on Easter will be staffed by volunteers 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.**

Employees working on Easter shall receive:

- Traditional full-time will be paid time-and-one-half (1 ½) for hours worked on Easter.
- Classified Assistants shall receive a four (4) dollar premium per hour for hours worked on Easter.
- All other classifications shall receive a two (2) dollar premium per hour for hours worked on Easter.

- (D) Thanksgiving: Employers who desire may operate their stores on this holiday. ~~Stores opened on this holiday will be staffed by volunteers only, who sign a posting to work. Only those employees signing the posting to volunteer shall be allowed to work this holiday. 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.**

3/26 Union TA

Holiday Qualification

Clarify Holiday pay as follows:

Section 3.3 Holiday Qualifications: 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 (excluding Group 3

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employees through March 2, 2019) will be eligible if they have completed ninety (90) calendar days of employment as part-time employees, except for regular part-time Clean Team employees who will be eligible only after they have completed one (1) year of continuous service.

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.

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) Union Modification

MOD - ~~\$1.50~~ ~~\$2.00~~ shift differential for all hours scheduled for the shift

- Agreement on amount, but not okay with training class requirement

D) Union Hold

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

E) Union Hold

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

2) Retirement - Legacy Pension, Variable Annuity Pension (VAP), 401(k)

A) Legacy Pension

See counter proposal above

B) Variable Annuity Pension Plan

Union Hold [See 3/18 Proposal]

C) Establish Multi-Employer Defined Contribution Plan

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Union DROPS

3) Health & Welfare **Union Counter above**

4) Employee Discount

A) **Union Hold**

- Increase to 10% all products

6) Scheduling and Hours

A) **Union Drops**

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 Drops**

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 Counter**

- Section 2.1: Except as provided in Article 2, Section 2.10, the basic workweek for full-time employees (including Department Heads), shall be forty (40) hours to be worked in any five (5) days, Monday through Saturday. In the Meat Department, all undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in each classification (Journeyman, Service employee) excluding Department Heads. In other departments, all undesirable hours (after 6:00 p.m.) shall be rotated evenly among all employees in the department. The daily hours shall be consecutive except that each employee shall be given thirty (30) minutes or one (1) hour off for lunch each day. Full-time employees shall not be required to work more than two (2) evening or night shifts per week, unless by mutual agreement between the employee and the employer. No Employer shall be permitted to work an employee covered herein on a split shift. A split shift is any interruption of the daily work of the employee except his/her regular lunch or rest period. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. The option of a thirty (30) minute lunch hour will only be in stores where such is practical and where the thirty (30) minute lunch hour would not result in a shorter day operation or additional payment of overtime. Any deviation shall be mutually agreed upon by the Union and the Employer.

F) **Union Hold [clarification added]**

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

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G) **Union Counter**

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

H) **Union Hold**

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)

L) **Union NEW**

Department Heads shall retain discretion to make schedule adjustments based on department and workforce needs.

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 Drops** 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

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.

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- 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: addition of stepparent to 4 days of bereavement

B) Holiday pay

- ii. **Union Hold** - Holiday pay increased from 4 to 6 hours paid for all part-time
- iii. currently 90 days for PT and currently 1 year for c/c - **Union Hold on 90 days for c/c**

12) Classifications

A) **Union Drops**

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

C) **Union Drops**

Group 3 - reclassified as Regular Part-time

E) Department Heads:

- i) **Union Hold** 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**
Union edits: 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.

H) **Union Drops** 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

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- 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.
- C) **Union Hold** Employees will not be expected to participate in rodent or insect remediation.

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
UNFI: EEs can already participate in other apprenticeship programs available to them - Clarify: what are these available apprenticeships? Still waiting on information from ER.
- 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.

16) **Union Hold** Negotiating Committee Members

UNFI only: All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including: health insurance, retirement, PTO benefit calculations.

Union Proposal 5 to UNFI - 3.26.2025

APPENDIX B

Minimum Meat Rates

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Head Meat Cutter	\$32.44	\$33.94	\$35.44	\$36.94
Journeyman	\$31.44	\$32.94	\$34.44	\$35.94
Mod PT Meat Cutter*	\$21.00	\$22.50	\$24.00	\$25.50

* Upon successful completion of a twelve (12) month program, Mod PT Meat Cutter will become Journeyman
 * Reclassify all Class Asst in Meat Dept as Journeyman

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Apprentices				
0-6 months	\$20.00	\$22.00	\$24.00	\$26.00
6-12 months	\$21.00	\$24.00	\$26.00	\$28.00
12-18 months	\$22.00	\$26.00	\$28.00	\$30.00
18-24 months	\$23.00	\$28.00	\$30.00	\$32.00
Thereafter	\$31.44	\$32.94	\$34.44	\$35.94

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Meat Helper & Service				
0-6 months	\$20.00	\$22.00	\$24.00	\$26.00
6-12 months	\$21.00	\$24.00	\$26.00	\$28.00
12-18 months	\$22.00	\$26.00	\$28.00	\$30.00
18-24 months	\$23.00	\$28.00	\$30.00	\$32.00
Thereafter	\$30.32	\$31.82	\$33.32	\$34.82

All Meat employees who are at the top or above scale will receive the following increases:

3/5/2025	\$1.50
3/1/2026	\$1.50
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	\$31.33	\$32.83	\$34.33	\$35.83

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
FT Food Handler & Pharmacy				
0-6 months	\$16.00	\$16.00	\$16.00	\$16.00
6-12 months	\$16.50	\$16.50	\$16.50	\$16.50
1-2 years	\$17.00	\$17.00	\$17.00	\$17.00
2-3 years	\$18.00	\$18.00	\$18.00	\$18.00
3-4 years	\$19.00	\$19.00	\$19.00	\$19.00
4-5 years	\$20.00	\$20.00	\$20.00	\$20.00
5 years and over	\$30.33	\$31.83	\$33.33	\$34.83

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Classified Assistant				
Step 1	\$18.00	\$22.00	x	x
Step 2	\$19.00	\$24.00	\$24.00	x
Step 3	\$20.00	\$25.50	\$25.50	\$25.50
Step 4	\$21.00	\$27.00	\$27.00	\$27.00
Step 5	\$22.00	\$28.50	\$28.50	\$28.50
Step 6*	x	x	\$30.00	\$30.00
Step 7*	x	x	x	\$31.50
Top Step	\$28.33	\$29.83	\$31.33	\$32.83

Current 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

	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
FT Maintenance				
Step 1	\$14.00	\$18.00	\$20.00	\$22.00
Step 2	\$14.50	\$19.00	\$21.00	\$23.00
Step 3	\$15.00	\$20.00	\$22.00	\$24.00
Step 4	\$15.50	\$21.00	\$23.00	\$25.00
Step 5	\$16.00	\$22.00	\$24.00	\$26.00
Step 6	\$16.50	\$23.00	\$25.00	\$27.00
Step 7	\$24.93	\$26.43	\$27.93	\$29.43

Step progression occurs annually in March

All FT employees who are at the top or above scale will receive the following increases:

3/5/2025	\$1.50
3/1/2026	\$1.50
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 \$0.75 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.