

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

UNION RESPONSE TO EMPLOYER PROPOSALS

Employer 1 - 3/26 Union TA

Employer 2 - 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."

Employer 3 - 3/26 Union Rejects

Employer 4 - 3/26 Union TAs Employer 3/26 Counter

Employer 5 - 3/26 Union Rejects [ER withdrawn]

Employer 6 - 3/26 Union Rejects

Employer 7 - 3/26 Union Rejects

Employer 8 - 3/26 See Union Counter on H&W

Employer 9 - 3/26 Union Rejects

Employer 10 - 3/26 Union Rejects

Employer 11 - 3/26 Union Rejects

Employer 12 - 3/26 Union Rejects

Employer 13 - 3/26 Union Rejects [ER withdrawn]

Employer 14 - 3/26 See Union Counter on Wages

Employer 15 - 3/26 Previous TAs on CSO and Sushi, TA Renew SPUR LOU

Employer 16 - 3/26 Union Rejects

Employer 17 - 3/26 TA 3 year term

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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

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

Wage Differentials

A) Union Hold Increase from \$1 to \$2

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

B) Union Hold -

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

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 - ~~\$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 grandfathered rate at \$3.235/hr**
- **Increase newer FT and PT Mod rates to \$2.50/hr**
- **Add Reg PT rate at \$1.00/hr**

3) Health & Welfare Union Hold [note: ignore Letter misalignment]

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.

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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.

[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:

~~E) Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), or Family.~~

- 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.

~~F) 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.~~

- 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.

~~G) 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.~~

- 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:
- Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO, 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 employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for PTO (for those modified part-time employees with five (5) years or more service with the same Employer), 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.
 - 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 PTO, 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 benefit coverage.~~

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

A pre-tax plan for employee contributions will be implemented by the Employer. The Employer and employee will not have to pay contributions into the Fund should the employee waive benefit coverage.

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.~~

~~J. Full-time and modified part-time employees who currently have coverage through the H&W Plan as July 29, 2023 will not make any weekly contributions from July 30, 2023 through June 21, 2025 but employee contributions shall resume on June 22, 2025.~~

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. Full-time and modified part-time employees who currently have coverage through the H&W Plan as July 29, 2023 will not make any weekly contributions from July 30, 2023 through June 21, 2025 but employee contributions shall resume on June 22, 2025.

K. 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.]

4) Employee Discount

B) Union Hold

- L&B - 20% all products

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6) Scheduling and Hours

B) **Union Counter**

Upon request of the Union, the Employer and the Union will establish (on a store by store basis) an LMC to discuss store specific concerns regarding scheduling, staffing, and hours, with the goal of addressing employee concerns while meeting the needs of the business and the customers. The LMC shall meet regularly, as needed, on paid work time.

C) **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 Drops with agreement with B (above)**

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

F) **Union Drops**

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 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)

7) Ratios - The Employer shall reach at least:

B) **Union Hold**

40% PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions)

8) Wage Differentials

See Union 1 above

9) Cross training and working in more than one department

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- 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 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 **Previously TA'd**
- B) Holiday pay
 - ii. **Union Hold** - Holiday pay increased from 4 to 6 hours paid for all part-time
 - iii. Part-time employees and courtesy / custodial / clean team are eligible for holiday pay after 90 days
 - 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**

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

B) **Union Hold** Maintain Custodial / Courtesy but mirror PT scale

C) 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 Counter**

Department Heads retain discretion to make schedule adjustments based on department and workforce needs. [e.g. heard won't have schedule modification access come April]

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.

G) Full-time waiver - agreed to keep current language & rate

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

Jerry's, Knowlan's, L&B, UNFI: 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

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

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- 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.

