

**UFCW Local 663 Counter to Metro Retail Grocery Employers' Proposals  
Haug's, Jerry's, Knowlan's, Kowalski's, L&B, Radermacher's, UNFI  
UNION RESPONSE TO EMPLOYERS - March 18, 2025 @ 10am**

**Term of Contract**

Union response: 3 years, all CBAs from date of last expiration in 2025 through March 3, 2028  
Wages and all terms of a final TA retroactive to CBA expiration date in 2025

**Management Rights**

Union response: Union rejects, maintain current language

**UNION LEAVE & SPUR LEAVE**

Union response: Union rejects, maintain current language

*Note: Jerry agreed maintaining current language*

**MN Paid FMLA**

TA 3.18.25 at max 50/50 split per law

**MINIMUM HOURS**

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

- **Radermacher's and UNFI:** valid until the employee requests change or the agreed upon time period Union response: TA 2/27/2025

**HEALTH & WELFARE**

Union response: Union rejects, see Union proposal

See [Segal analysis of Employers' proposal](#)

Starting in the 12 months ending December 2026 through 2028, the Employer proposal generates \$19.645 million in operating deficits based on Exhibit 1. That operating deficit increases slightly to \$19.779 million under Exhibit 2. Note that reserves fall to 5.2 months under Exhibit 1 and 4.8 months under Exhibit 2. At the February 2025 negotiations the Employers explicitly stated that their proposal was projected to preserve 7 months of reserves by the fourth year. This is obviously not the case for all the reasons that we stated at those meetings.

Finally, the Employer 90/10 premium cost sharing proposal will shift \$1.183 million per year to the members during calendar years 2026 - 2028

Members are not interested in percentage split on premiums, maintain existing flat rates

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

- 100% vision exams
- Dental annual max increased from \$1250 to \$2000
- Medical deductible reduced from \$750/\$2,250 to \$500/\$1,500

*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.*

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- Medical Out-of-Pocket Maximum reduced from \$3,000/\$6,000 to \$2,500/\$5,000
- Employer paid Health Reimbursement Arrangement (HRA), with contributions of \$10.00 per week or \$43.33 per month

**PTO/Vacation/ESST Usage and Rollover**

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

Union counter on ESST: The employer will follow all applicable laws regarding Minnesota Earned Sick and Safe Time.

**WAGES**

Union response: See Union proposal

Not interested in going backwards to hours progression for part-timers, either in 600 or 1200 hour increments

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

Union response: Union rejects, not efficient

**ONLY L&B**

Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between **an officer of** the Union and the Employer or his/her representative.

[...]

Union response: agree in concept to the 7, but not interested in limiting the pool of arbitrators, overwhelmingly burdensome

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

Union response: union rejects

Section 16.5: Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, ~~may~~**will** result in an automatic decision in award by default in favor of the other party excepting in cases of extension of time mutually agreed upon.

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

Union response: Union rejects, See Union proposal

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We need to secure our Legacy Pension, reject employers' proposal to use members' Variable Annuity Pension to help pay employers' part of the rehabilitation plan. Employer proposal is inequitable for part-time and \$25 benefit members. Did employers seek Segal's advice on economic impact to VAPP?

**NO MATCH-LETTERS - Knowlan's, Radermacher's, Kowalski's, Haug's**

Union counter: union rejects additional language, maintain existing language

**DISCHARGE - KOWALSKI'S, KNOWLAN'S, UNFI, L&B**

Union counter: Employees shall be disciplined or discharged only for just cause. Dismissed drug offenders who provide the Employer with a certificate of rehabilitation will be reinstated.

**JERRY'S AND UNFI**

Holidays staffing Easter and Thanksgiving

Jerry's: Employer withdrawn 3.17.25

Union response to UNFI: Union rejects, maintain existing language

**UNFI AND KNOWLAN'S**

Union response: Union can TA 2/27/2025 if only about language clean up

- Deletion of retail specialists in pension language

**KOWALSKI'S**

- Cleanup
  - Eliminate all Pharmacy language Union response: TA 2/27/2025
    - Sec. 5.9 (A), sec. 17.1 (D), Sec. 17.1 in paragraph 'All part-time...), sec. 17.2 Group 1 - (I) two times, sec. 17.2 Group 2 (D), sec. 17.5A, sec.17.5B, sec. 17.6, Article A-1 Food Handlers Sunday Clause, two instances in wages section Appendix C
    - And any other references to Pharmacy Language Union response: TA 2/27/2025
  - **Article 3: Holidays, Section 3.1**
    - Except as provided in Article 3, Section 3.1, it is agreed that no ~~elrk~~ employee shall be required or permitted to work on the following holidays: Union response: TA 2/27/2025
  - **Article 5: Wages, Section 5.9**
  - (B) Part-time Employees: These employees are permitted to perform any work except for those job duties expressly reserved for the Journeyman, as set forth above in Section ~~5.8~~ 5.9, Paragraph A. In addition, the employee may wait upon trade and use the knife or slicer when necessary to finish a product already supplied by the retail cutters as in the sale to an individual customer. This also includes portion cutting of fish fillets for traying purposes and fabricating and processing of all value added or specialty items. Union response: TA 2/27/2025

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- **Article 22: Safety and Store security/No Match Letters, Section 22.1: Health and Safety**
  - (D) Safety Meetings
    - 1. Safety committee meetings will be held consistent with the Employer's health and safety practices and the law. Meeting dates and meeting outcomes will be posted in-store for all store employees to review and provide feedback.
    - ~~4-2.~~ An active Union steward, from within the store, may choose to be a part of the Safety Committee and attend/participate in the safety meetings. However, the Employer shall not be obligated to reschedule safety meetings on account of the Union steward's inability to make a meeting. A Union representative may attend safety meetings if they so choose. Union response: TA 2/27/2025

**JERRY'S**

- PTO requests must be electronically submitted in the Employer's human capital management system by the employee and non-ESST requests must be approved by the employee's manager each time PTO hours are used. Union response: TA 2/27/2025
- When a **full-time** employee relieves a department head ~~during~~ and performs the duties of the department head **for an entire** seven day period, the employee shall be paid the department head rate of pay. Union counter: See 3.18.25 Union 4 Comprehensive Grocery Proposal, proposal 12E
- Change from 2 weeks to 7 days advance notice for part-time employees who have the right to have their schedules temporarily changed to accommodate their personal needs Employer withdrawn 3.17.25
- Cleanup language
  - Deletion of custodial employees from their seniority groups Union response: can TA if just for language cleanup and no other impact to other parts of CBA
  - Deletion of "on page 49" in Section 17.2 about department heads Union response: TA 2/27/2025
  - Remove all male and female pronouns; redraft in a way that pronoun is unnecessary or use *they/them/their*. Union response: TA 2/27/2025

**KNOWLAN'S**

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

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**RADERMACHER'S**

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

**LUNDS & BYERLYS**

- Elimination of the following language:
  - Section 5.3: Part-time employees who work ninety-six (96) hours or more in a three (3) week consecutive period (excluding Sundays and holidays) shall receive the starting rate for full time employees for the number of hours worked during the said three (3) consecutive week period only, providing no part-time employee shall receive full-time starting rate in more than two (2) weeks in which the employee worked less than thirty-two (32) hours per week.  
Union response: Union rejects, maintain existing language
- Filling in for department manager while they are on vacation
  - Any time a department manager is scheduled to work less than 5 days in their designated work week, excluding weeks of a designated holiday, a replacement will be identified and assigned on the schedule to fill in as department manager. In this instance, the employee assigned to fill in as a department manager will receive department manager pay for each shift replacing a department manager.  
Union response: Union rejects, maintain current language, not interested in floater filling in
- #7: Union rep Visitation Union response: Union rejects, maintain current language
  - Union representatives shall be admitted to the workrooms at all times employees of the bargaining unit are at work to collect union dues and to satisfy the union representative that the terms of the contract are being complied with. It is understood, however, that the union representative will first make their presence known to the store manager or their non-bargaining unit management representatives.
  - The Employer agrees that union representatives may take an employee off the sales floor to discuss the benefits of this Agreement, Union membership, or any other matter related to the employee's employment for a reasonable period of time not to exceed 15 minutes. The employee's wages while attending such a meeting will be paid for by Union.
  - These meetings must be pre-scheduled by the Union with Management no less than 48 hours prior to the meeting.

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- Union representatives and stewards will not interrupt employees who are serving customers. The Employer shall provide the Union with bi-weekly new hire reports (to include name, store, department, classification, and wage rate).
- DH Classification: Union response: Union rejects, see Union proposal to add more designated Dept Heads
  - The Employer may designate Department Heads consistent with the following provisions:
  - There shall be no fewer than four (4) Department Heads per store in the Food Handler departments. The Employer may designate what positions or jobs will be recognized as
  - Department Head positions for itself, recognizing that the additional positions so designated may vary from one company to another and from store to store within the company.
- Replace Section 25 in its entirety: Union response: Union rejects, maintain current language

Original Language: Article 25: Subcontracting The Employer agrees not to subcontract any currently existing operations. If the Employer establishes a new operation where employees perform jobs that are substantially different from those the bargaining unit performs, before subcontracting out the new operation, the Employer will notify and bargain with the Union over (1) whether this Agreement should cover the new operation, (2) and whether the Employer should recognize the Union as the collective bargaining representative of the employees working in the new operation.

  - New Language: The Employer shall be allowed to subcontract any existing or new operation of its business provided no existing employee covered under this agreement will suffer a reduction in hours as a result. The Employer will notify the Union at least 30 days in advance of its intent to subcontract any aspect of its operation that falls within the jurisdiction of the local union.
- Renew following letters of Agreement
  - CSO Retail Support Union response: TA 3.18.25, Sushi Union response: Union TA 2/27/2025, and Online Shopping Union response: needs to be updated to reflect current practices / terminology
  - SPUR Leave Union TA 2/27/2025

## **HAUG'S**

- "The Employer may black out the sales weeks of Thanksgiving, Christmas, and the 4th of July." Employer withdrawn 3.17.25
- Renew side LOU from 2/2/24 about EE's with special needs Union TA 2/27/2025