



Highlights of Tentative Agreement for 2 Year Contract with UNFI Wages effective April 1, 2023 All other terms retroactive to March 5, 2023

Union Bargaining Committee

Sarah Berg, Rockford Road
Jill Craig, Maple Grove
Mark Husbyn, Crystal
Samantha Moll, Chanhassen
Souad (Sue) Sami, Rockford Road

Lauren Booth, Blaine South
Kristine Foslien, Coon Rapids South
Judi Johnson, Blaine South
Dave Mueller, Lagoon/Uptown
Pam Wilson, Eagan East

Marc Broostin, Fridley
John Hatinen, Blaine West
Tae-Sung "Mr. T" Lee, St. Louis Park
Gene Rafferty, Blaine North

Rena Wong, President
Michael LaCoste, Organizing Director
Rebecca Chang, Executive Assistant to the President

Mike Potter, Secretary-Treasurer
Amber Allen, Union Representative

Jessica Hayssen, Communications Director
Jim Schommer, Union Representative

The goals for the Union bargaining committee were based on members' contract surveys, zoom proposal meetings and member meetings from June - Dec 2022. Top member priorities for negotiations included:

- Improve wages and conditions for all full-time and part-time classifications
- Maintain affordable health & welfare benefits
- Secure retirement
- Add worker protections for safety and well-being

Increase Wages for All Classifications

Wage increases for all FT and PT employees with improved wage scales for all classifications

- FT in progression will receive at least an average \$2.25 wage increase over 2 years
- FT at top or above scales will receive \$3.50 over 2 years
- All PT will receive a raise, with average wage increases between \$2.50 - \$3.50 over 2 years
- 18.5% increase to overall wages over a 2 year contract

Maintain Affordable Health & Welfare Benefits and Legacy Pension Safety

UNFI agreed to the Union's proposal to cover the increased costs of Health & Welfare for both years of the contract. No increase to Employees' current contributions - will pay the same amount for healthcare for the next two years.

	Current 2022 TOTAL	Employer contribution	Employee contribution	March 2023 TOTAL	Employer contribution	Employee contribution	March 2024 TOTAL	Employer contribution	Employee contribution
FT	\$273.26	\$253.26	\$20.00	\$269.83	\$249.83	\$20.00	\$287.82	\$267.82	\$20.00
Mod PT	\$137.32	\$127.32	\$10.00	\$158.32	\$148.32	\$10.00	\$168.84	\$158.84	\$10.00
Ancillary	\$7.74	\$6.74	\$1.00	\$6.58	\$5.58	\$1.00	\$6.76	\$5.76	\$1.00

Union's proposal to redirect H&W funds was negotiated with UNFI to keep the Legacy pension safe.

Make All Full-time and Part-time Jobs Better

- All Retail Specialists become Classified Assistants, with all associated benefits and rights.
- Full-time waiver increased from \$15.98 to \$23.00. If an employee exceeds the maximum of 1,200 hours, the employee will become a Classified Assistant.
- Any department head who is demoted or steps down will revert to the classification they held prior to becoming a department head.
- Increased Bereavement leave.
- UNFI will pay the weekly health and welfare payment for modified part-time employees with two or more years of service when they use vacation. (Before this contract, it was only for those with five or more years of service.)

Worker Protections for Safety and Well-being

New safety committee and structure includes workers, representatives of management and Union representatives to identify, discuss and find solutions to improve the well-being of members and store security.

- For example, members have raised parking lot and lighting issues. This committee could decide to work together to identify hazards store by store, get input from members, and then make a plan to have escorts available, find closer parking for employees, go to city council or other local government to lobby for help, etc.

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**Cub Foods Total and Comprehensive Package Proposal
Provided to Local 663 on April 7, 2023,
Including All Open Economic and Non-Economic Proposals**

This total and comprehensive proposal is conditioned upon a prompt and peaceful settlement. The Employer reserves the right to revoke this offer in its entirety in the event it is not recommended in its entirety, not ratified in total, or as the result of any economic action initiated against the Employer by any or all of the Unions. All other employer proposals are conditionally withdrawn as part of this package, although the Employer reserves the right to revert to prior positions if this offer is not accepted.

All Local 663 proposals not included in this document are rejected by Cub Foods.

Ratification Bonus: Bargaining unit members shall receive a \$500 Cub gift card during the pay period two weeks following the Sunday after ratification.

Note: Conditioned on the peaceful settlement of the negotiations and ratification of this Total and Comprehensive Proposal by 10:00 p.m. Central Time on **Tuesday, April 11, 2023**, after which this proposed term is rescinded and may no longer be accepted.

Term: Two Years

Wage increases: Wages and classifications as set forth in the attached wage grids, with wage changes to be effective as of April 1, 2023. The following language from the 2018-2023 contract to be **maintained**:

- Food Handlers and Pharmacy Employees shall receive not less than ten cents (\$.10) above federal state, city or county minimum wage, whichever is higher, during the term of this agreement.

H&W: The employer is willing to agree, as part of this package, to the following H&W rates:

Rate	Effective April 1, 2023	Effective March 4, 2024	Employee Contribution for Duration of CBA
Full Time	\$269.83	\$287.82	\$20.00
Modified Part Time	\$158.32	\$168.84	\$10.00
Ancillary Benefits (Regular PT and Group 3)	\$6.58	\$6.76	\$1.00

VAPP: Employer will maintain current VAPP contributions for classifications currently participating in the VAPP.

Pension:

- 6% increase per year.
- Redirection per the union proposal but must be pursuant to the Pension Rehab Plan.
- Request commitment from Fund on treatment of redirection for purposes of calculating contributions.

STATUS: MODIFIED on 4/6/23

Employer Initial Proposal on 2/16/2023; modified on 3/7/23; modified 3/21/23

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Cub Proposed Wages and Classifications – Meat Employees

Classification	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
Head Meat Cutter	\$28.94	\$30.94	\$32.44
Journeyman	\$27.94	\$29.94	\$31.44
Modified PT Meat Cutter	\$17.50	\$19.50	\$21.00

Apprentices

Time worked	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
0-6 months	\$16.46	\$20.00	\$20.00
6-12 months	\$16.89	\$21.00	\$21.00
12-18 months	\$18.46	\$22.00	\$22.00
18-24 months	\$20.13	\$23.00	\$23.00
Thereafter	\$27.94	\$29.94	\$31.44

Meat Helper (includes Service Employee)

Time worked	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
0-6 months	\$14.93	\$16.00	\$16.00
6 -12 months	\$15.45	\$16.50	\$16.50
1-2 years	\$15.98	\$17.00	\$17.00
2-3 years	\$17.14	\$18.00	\$18.00
3-4 years	\$17.52	\$19.00	\$19.00
4-5 years	\$18.06	\$20.00	\$20.00
5 years and over	\$26.82	\$28.82	\$30.32

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Cub Proposed Wages and Classifications – Full Time Employees

Classification	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
Assistant Manager	\$27.83	\$29.83	\$31.33
Produce Department Head	\$27.83	\$29.83	\$31.33
Frozen Food Department Head	\$27.83	\$29.83	\$31.33
Bookkeeper or Head Cashier	\$27.83	\$29.83	\$31.33
Delicatessen Department Head	\$27.83	\$29.83	\$31.33
Company Designated (up to 5 per store)	\$27.83	\$29.83	\$31.33

Full-Time Food Handlers and Pharmacy Employees

Time worked	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
0-6 months	\$14.93	\$16.00	\$16.00
6-12 months	\$15.45	\$16.50	\$16.50
1-2 years	\$15.98	\$17.00	\$17.00
2-3 years	\$17.14	\$18.00	\$18.00
3 -4 years	\$17.52	\$19.00	\$19.00
4-5 years	\$18.06	\$20.00	\$20.00
5 years and over	\$26.83	\$28.83	\$30.33

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Cub Proposed Wages and Classifications – Full Time Employees (cont’d)

Classified Assistant (includes former Retail Specialists; Retail Specialists currently at \$20.30 will move into the 4-5 year step)

Time worked	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
Start -one year	\$17.83	\$18.00	\$18.00
1-2 years	\$18.83	\$19.00	\$19.00
2-3 years	\$19.60	\$20.00	\$20.00
3-4 years	\$20.50	\$21.00	\$21.00
Over 4 years	\$24.83		
4-5 years		\$22.00	\$22.00
Over 5 years		\$26.83	\$28.33

Full-Time Maintenance

Time worked	Current Contract Rate	New Rate as of 4/1/23	3/4/2024
TOS Increase		\$2.00	\$1.50
0-6 months	\$10.00	\$14.00	\$14.00
6-12 months	\$10.50	\$14.50	\$14.50
1-2 years	\$11.10	\$15.00	\$15.00
2-3 years	\$12.40	\$15.50	\$15.50
3 -4 years	\$13.23	\$16.00	\$16.00
4-5 years	\$14.08	\$16.50	\$16.50
5+ years	\$21.43	\$23.43	\$24.93

Implementation of these wage grids will be as follows:

- Employees who are below this scale, will place in at the new beginning of this scale.
- All others place into the scale at the rate at least \$1.00 above current rate, then progress to the next step annually.
- Any employee who is less than 12 months away from the top, will move to the top.

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Cub Proposed Wages and Classifications – Part Time Employees

Align part time steps as part of class consolidation to other part time wage grids in these stores. These grids will apply to all PT employees, including Clean Team.

Step	Years	Current Contract Rate	Steps in Progression as of 4/1/23	New Rate as of 4/1/23	3/4/2024
Step 1	0 - 1	\$10.00	0-1 Years	\$13.75	\$13.75
Step 2	1	\$10.25	1 Year	\$14.00	\$14.00
Step 3	1.5	\$10.50	6 Months	\$14.50	\$14.50
Step 4	2	\$10.75	6 Months	\$15.00	\$15.00
Step 5	2.5	\$11.00	6 Months	\$15.50	\$15.50
Step 6	3	\$11.25	6 Months	\$16.00	\$16.00
Step 7	3.5	\$11.50	6 Months	\$16.75	\$16.75
Step 8	4	\$11.75	6 Months	\$17.25	\$17.25
Step 9	4.5	\$12.00	6 Months	\$18.00	\$18.00
Step 10	5	\$12.25	6 Months	\$18.75	\$18.75
Step 11	5.5	\$12.75	6 Months	\$19.50	\$19.50
Step 12	6	\$13.25	6 Months	\$20.25	\$20.25
Step 13	6.5	\$14.25			
Step 14	7	\$14.50			
Step 15	7.5	\$14.75			
Step 16	8	\$15.00			
Step 17	9	\$15.25			

Employer and union to agree on wage rates for special community program hiring for clerks with limited hours and lower rates for those part-time employees.

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For the purposes of clarity, the following are examples of how the following wage increases would be implemented:

- All current employees below \$12.75 will move to \$13.75 as of April 1, 2023
- All part-time employees, except for certified pharmacy technicians will be placed into the grid on the step that is two steps up from their current wage rate.
- Certified pharmacy technicians will be placed into the grid on the step that is three steps up from their current wage rate.
- As of April 1, 2023, all current part time employees' progression date resets to March 5, 2023.
- Any part time employee whose current rate is \$18 or higher will receive:
 - 4/1/23: \$1.50
 - 3/3/24: \$1.50

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Examples of how current employees place in and progress on the new scale:

	Regular PT Employees							PT Pharmacy Examples	
Current Rate	\$12.00	\$13.25	\$14.25	\$15.00	\$15.75	\$16.50	\$18.00	\$15.75	\$16.50
April 2023	\$13.75	\$14.00	\$15.00	\$16.00	\$16.75	\$17.25	\$19.50	\$17.25	\$18.00
September 2023		\$14.50	\$15.50	\$16.75	\$17.25	\$18.00		\$18.00	\$18.75
March 2024	\$14.00	\$15.00	\$16.00	\$17.25	\$18.00	\$18.75	\$21.00	\$18.75	\$19.50
September 2024	\$14.50	\$15.50	\$16.75	\$18.00	\$18.75	\$19.50		\$19.50	\$20.25
2 year increase	\$2.50	\$ 2.25	\$2.50	\$3.00	\$3.00	\$3.00	\$3.00	\$3.75	\$3.75

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Employer Proposal #8 – Language Clean-Up

Language Clean-up: Eliminate Part-Time Courtesy position (no longer used). Change classification name “Custodial” to “Clean Team” throughout contract (term currently used).

STATUS: OPEN

Employer Proposal on 2/16/2023

Employer Proposal #16: Article 17: Seniority – Retail Specialist Positions

Delete Section 17.5B and all other references to Retail Specialists

~~Section 17.5B Retail Specialist Employees: The Employer may, at its option, elect to offer employment in any given store in a Retail Specialist position. These positions shall be designated as Food Handler or Certified Pharmacy Technician. Retail Specialist positions shall be filled on the basis of store seniority from those Group 2 part-time employees who respond to notice of such a vacancy to be posted within the store in which the vacancy exists. However, the Employer may fill up to fifty percent (50%) of such openings in each classification with persons from outside of the bargaining unit which includes part-time employees inside the bargaining unit irrespective of seniority. Employees shall be given a period of five (5) calendar days within which to respond to any such posting. A Group 2 part-time employee who is placed in a Retail Specialist position shall be paid the entry level wage rate specified for the Retail Specialist classification as set out in Appendix C, except in the case of an employee whose regular part-time wage at the time of promotion is higher than said entry level wage rate. In that case, the employee shall be paid the Retail Specialist wage rate necessary to ensure that the employee does not suffer any reduction in hourly rate of pay and receive credit for the minimum number of hours corresponding to such wage rate for purposes of that employee's entitlement to subsequent wage increases. Employees assigned to the Retail Specialist position shall continue to be regarded as Group 2 part-time employees for purposes of contractual seniority rules as set forth in Section 17.2. Retail Specialists will have recall rights by store in case of reduction~~

STATUS: MODIFIED on 4/6/23

Employer Proposal on 2/16/2023 and 3/7/23

Employer Proposal #17: Article 14: Pension

The Employer and the Union shall enter a side letter which provides that, within 120 days of ratification of the agreement, Local 663, the Employer and UNFI will initiate meetings to discuss solutions to the long-term solvency issues of the Legacy Plan, including but not limited to, a possible withdrawal by the Employer from the Legacy Plan based upon the payment terms of assessed withdrawal liability and recommendations of the Board of Trustees of the Legacy Plan

STATUS: MODIFIED on 4/6/23

Employer Proposal on 4/6/2023

Employer Proposal #18: Withdrawal of ULP Charges: Upon ratification, the Union will withdraw all pending ULPs and both parties agree that no ULPs for the time period prior to ratification shall subsequently be filed.

STATUS: ADDED on 4/6/23

Employer Proposal on 4/6/2023

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Union Proposals

Union Proposal – Increase Bereavement

Revised Article 9 as follows:

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 a death of a spouse, parent, child or stepchild.
- A maximum of three (3) ~~two (2)~~ days of leave with pay in the event of a 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.~~

STATUS: OPEN

Union Proposal on 2/15/2023

Employer Response on 4/6/23: Tentatively Agree

Union Proposal -- Weekly Payments

Revise Article 15 as follows:

The Employer agrees to pay the weekly health and welfare payment for those part-time employees with ~~five (5)~~ **two (2)** years or more service, with the same Employer, when said part-time employees are on a paid vacation.

STATUS: OPEN

Union Proposal on 2/15/2023; Modified on 3/20

Employer Response on 4/6/2023: Tentatively Agree

Union Proposal – Department Heads

Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head.

STATUS: OPEN

Union Proposal on 2/15/2023; Modified on 3/20

Employer Response on 4/6/2023: Tentatively Agree

Union Proposal – Vacation

Part time employees will receive pro-rated vacation if they quit or are discharged, unless the discharge was for theft or dishonesty.

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STATUS: OPEN

Union Proposal on 2/15/2023; Modified on 3/20

Employer Response on 4/6/2023: Tentatively Agree with modification noted above.

Union Proposal – Full-Time Waiver

Amend full-time waiver rate in Section 23.1 to \$23.00 for the duration of the waiver period up to a maximum of one thousand two hundred (1,200) hours of said period. If an employee exceeds a maximum of 1,200 hours, the employee will become a Classified Assistant.

STATUS: OPEN

Union Proposal on 2/15/2023; Modified on 3/20

Employer Response on 4/6/2023: Tentatively Agree.

Union Proposal – Department Head

Amend Section 5.5 to read

When a ~~full-time~~ employee relieves a department head during a one (1) week period or longer, he/she shall be paid the department head rate of pay.

STATUS: OPEN

Union Proposal on 2/15/2023; Modified on 3/20

Employer Response on 4/6/2023: Tentatively Agree as modified above.

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Prior Tentative Agreements

Union Proposal #1: Article 22.2 – Safety and Security Captains

There shall be in each store a safety and security captain and an alternate from the bargaining unit, mutually agreed by the Union and Employer. On a quarterly basis, each of the safety and security captains and/or alternates in a district shall collectively meet on paid time (during a regularly scheduled shift) with representatives of management and the Union to discuss health, safety and security conditions in the stores. Virtual meeting options will be provided by the Employer as appropriate. The safety and security captains and/or alternates will make recommendations in the area of safety, health and security, discuss employee complaints, and distribute information concerning safety, health and security. The participants in these meetings shall mutually identify and agree on training and/or experts helpful to the committee. Meetings shall be held the [first/second/third/fourth] [day of week] of the [first/second/third] month of each calendar quarter. The Employer will post in the employee break area the contact person for incident reporting. At each meeting, the Employer shall provide a summary of safety, health and security matters for the prior quarter.

STATUS: TENTATIVE AGREEMENT 2/10/2023

Union Proposal on 1/20/2023

Employer modified the proposal on 1/24/2023

Union modified on 1/24/2023.

Employer modified on 2/10/2023

Union modified on 2/10/2023

Employer modified on 2/10/2023

Union TA on 2/10/2023

Union Proposal #2: Article 12: Visitation – Union Representative

The ~~business~~**Union R**epresentatives of the Union shall be admitted to the workrooms at all times employees of the bargaining unit are at work to collect union dues and to satisfy himself/herself that the terms of the contract are being complied with. It is understood, however, that the ~~business~~**Union R**epresentative will make his/her presence known to the store manager or his representatives.

The Employer agrees that a Union ~~Business Agent~~**Representative** or a steward may take employees off the sales floor for ten (10) minutes for the purposes of Union orientation.

The Employer agrees to form a labor management committee with the Union, to meet quarterly.

STATUS:

TENTATIVE AGREEMENT 2/15/2023 on “Union Representative”

Union Proposal on 1/20/2023: Language clean up to use “Union representative” instead of “business agent” or “business representative”

Employer response on 2/15/2023: Tentatively agree, so long as the union can confirm that “union representative” is an individual employed by UFCW Local 663

Union TA on on 2/15/2023

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Union Proposal #3: Article 16: Arbitration – Replace BMS with FMCS

Section 16.2: 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 Service Bureau of Mediation, State of Minnesota,~~ shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrator will be selected. The panel of ~~seven (7) five (5)~~ arbitrators furnished by the ~~Federal Mediation and Conciliation Service State Bureau of Mediation~~ will be from the ~~125-mile Metropolitan area list~~ 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.

STATUS: TENTATIVE AGREEMENT 2/15/2023

Union Proposal on 1/20/2023

Employer modified on 2/15/2023

Union TA on 2/15/2023

Union Proposal #4: Article 28: Term of Agreement

This Agreement shall supersede all previous agreements, either oral or written, and shall be in effect as of March 4, ~~2023~~ and continue in full force and effect through ~~11:59 p.m.,~~ on March 4, ~~2023~~ and thereafter unless a written notice to be given by either party sixty (60) days prior to March 4, 2023 or the annual anniversary of the contract, provided, however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

STATUS: TENTATIVE AGREEMENT 2/15/2023 on 11:59 p.m.; term of contract remains open.

Union Proposal on 1/20/2023

Employer partial TA on 2/15/2023 on time.