



Quisberg's & Miner's – UFCW Local 663 Proposals to the Employer
 November 30, 2023 @ 4pm
 Proposal 3

Wages and Benefits

- 1) Wage increases for all FT and PT employees with modernized wage scales.
- 2) Article 15(b) The pay rate for work on Sunday shall be one and one-half (1½) the employee's regular straight-time hourly rate of pay for all full-time and part-time employees. ~~Part time employees will receive a .50¢ per hour premium in addition to their regular straight time hourly rate of pay for all such work.~~
- 3) Redirect portion of H&W funds to Legacy pension per [Union proposal](#)
- 4) Article 16.1 Summer Waivers: In the event that a part-time employee is advanced to full-time status during the period of the first day in April through the month of October, such employee will sign a waiver guaranteeing him or her the beginning full-time rate or one dollar (\$1.00) ~~twenty-five cents (25¢)~~/hour over the employee's regular rate, whichever is higher, for the duration of the waiver and a minimum of forty (40) hours per week. **[Union modified 11/29 7pm]**
- 5) Article 16.2 Extra Employees (Part time) - Make Extra Employees regular PT employees, but exempt from benefit (H&W and pension) eligibility. Extra Employees, by seniority, will be offered the opportunity to become benefit eligible PT employees as they become available. Effective January 1, 2024, at least 20% of all PT employees will be benefit eligible. Effective January 1, 2025, at least 35% of all PT employees will be benefit eligible. **[Union counter 11/30 4pm]**
- 6) Article 14.3 Department Head Duties: When an employee relieves a department head, ~~and performs all such duties~~, during one (1) week period or longer he/she shall be paid the department head rate of pay. **[TA 11/30 4pm]**
- 7) Health & Welfare

Employer will make breakeven/true cost contributions per Union proposal, with no increase to employees:

	Dec 2023 TOTAL	Employer contribution	Employee contribution	Dec 2024 TOTAL	Employer contribution	Employee contribution



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FT	\$269.83	\$249.83	\$20.00	\$287.82	\$267.82	\$20.00
PT	\$158.32	\$148.32	\$10.00	\$168.84	\$158.84	\$10.00

8) [withdrawn on 11/30 4pm]

9) Should the majority of the MRMC participating employers agree to do so, the Employer agrees to add an annual H&W open enrollment for employees who have waived coverage.
[Union Counter 11/29 7pm]

10) H&W Letter of Agreement on potential future changes.

Hours of Work

11) Clopening / Hours between scheduled shifts: All employees who have worked a complete shift shall be given a minimum of ten (10) hours before the next scheduled work shift, unless by mutual agreement.

12) Change lunch period eligibility (Article 3.6) from 7 hrs to 6 hrs. **[TA'd 11/29 5:45pm]**

13) Add to Article 3.6: Lunch period may be waived or taken at the end of the employee's shift by mutual agreement between the employee and the employer.

14) Replace Article 3.7 with:

All employees shall receive a paid rest period of fifteen (15) minutes for any three (3) hours worked not to exceed thirty (30) minutes in any workday of less than twelve (12) hours. Two (15) fifteen-minute breaks, if applicable, may be taken together by mutual agreement.

Classification

15) ~~Increase FT ratio (Article 4.4) to 30% by June 1, 2024 and to 40% by the end of the Agreement.~~ Effective January 1, 2024, extra employees shall count towards the ratios. Effective July 1, 2024, the FT ratio shall increase to 30%. Effective January 1, 2025, the FT ratio shall increase to 35%. **[Union Counter 11/29 7pm]**

16) Part-time Department Heads shall be given priority for FT status.

17) Any department head who is demoted or chooses to step down will maintain full time status, though this may, in instances of a small department, result in their being transferred to another department. **[Union Counter 11/29 7pm]**

18) **[Union counter 11/30 4pm]** Baggers, Carryout, Custodial, General Cleanup employees



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qualify for the following fringe benefits:

- Vacation – Article 6
- Bereavement – Article 10
- Jury Duty – Article 11
- Holiday Pay – Article 7

Holidays & Paid Time Off:

19) Add MLK Day to Article 7.1.

20) New Article 7.1c: Easter:

(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 Sunday. 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. Employees working on Easter shall receive time-and-one-half (1 ½) for all hours worked on Easter Sunday.

21) Replace Article 7.2 PT holiday pay paragraph with:

- (A) Employees having five (5) years of service or less shall receive four (4) hours pay at their regular straight time rate of pay;
- (B) Employees shall receive six (6) hours pay at their regular straight time rate of pay after completing five (5) years of service or more. All hours paid for shall count towards Paid Time Off (PTO) accruals and wage progressions.

22) Modify Article 7.3 so that all employees who work on a holiday receive holiday pay. **[overlap with other proposals]**

23) Modify Article 6.1 and remove 6.2 (PT fall under same accrual schedule):

Full-Time Vacation Benefits:

All employees covered in this Agreement who have one (1) year of continuous service with the Employer shall receive one (1) weeks' vacation with pay. All employees covered in this Agreement who have two (2) years of continuous service with the Employer shall receive two (2) weeks' vacation with pay. All employees covered in this Agreement who have five (5) ~~eight (8)~~ years of continuous service with the Employer shall receive three (3) weeks' vacation with pay. All employees covered in this Agreement who have eight (8) ~~eighteen (18)~~ years of continuous service with the Employer shall receive four (4) weeks' vacation with pay. All employees covered in this Agreement who have twelve (12) years of continuous service with the Employer shall receive five (5) weeks' vacation with pay.



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All full-time employees eligible for two (2) ~~three (3)~~ weeks or more of paid vacation shall be allowed to take ~~up to a maximum of ten (10) days of~~ vacation in single day or half day increments.

[Quisberg's only:] Employees shall have the option of being paid out for their vacation on their anniversary or may save it to take paid time when taking days off from work.

24) [withdrawn on 11/29 at 7pm]

25) Article 7.1 All full-time and part-time employees will receive three (3) personal holidays on their anniversary date of hire, to be observed on a mutually agreeable day. ~~In addition, full-time employees will receive two (2) personal holidays earned on their anniversary date of employment, to be observed on a mutually agreeable day. Part time employees (excluding courtesy and custodial employees) will receive one (1) personal holiday earned on their anniversary date of employment, to be observed on a mutually agreeable day. Part time employees (excluding courtesy and custodial employees) who have completed four (4) years of continuous service with the employer shall be entitled to two (2) personal holidays.~~

26) Replace Article 8.3: The Employer agrees to pay the weekly health and welfare payment for those employees on a paid vacation.

27) Article 10:

All full-time and part-time employees on the seniority list shall be entitled to bereavement pay according to the following:

A maximum of five (5) ~~four (4)~~ days of leave with pay in the event of the death of a spouse, parent, step-parent, child or stepchild.

~~A maximum of two (2) days of leave with pay in the event of the death of a brother, sister, step-sibling, mother-in-law or father-in-law, grandparent or grandchild.~~

Paid leave for days lost from work for bereavement may ~~shall, except in the case of leaves for spouse or parent,~~ be the date of the burial, and the day or days preceding such burial, or for the purposes of grieving.

Bereaved employees may take part of their paid bereavement leave for travel time for out of town burials.

Part-time employees shall not have their days rescheduled so as to defeat their paid bereavement leave.

Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day.



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~~Extra Help part-time employees will be eligible for bereavement pay for time lost if scheduled to work if they have completed ninety (90) calendar days of employment.~~

28) Minnesota Earned Sick and Safe Leave - Employees, beginning their first day of work, shall accrue paid sick leave. Paid sick leave shall accrue at a rate of one (1) hour for every thirty (30) hours worked. Employees shall be permitted to use accrued sick leave in accordance with the Minnesota Earned Sick and Safe Time (ESST) Law. **[Union modified 11/29 7pm]**

29) Minnesota Paid Family Medical Leave: The Company will develop a proposed policy for compliance with the Minnesota Paid Family and Medical Leave law that is scheduled to go into effect on January 1, 2026. No less than six (6) months before the implementation of the policy, the parties shall meet to negotiate over the policy and its impact. **[TA 11/30 12pm]**

Working Conditions

30) 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 store 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 in the area of safety, health and security, 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.

31) No match letters: In the event that the Employer receives notice indicating that an employee's name and Social Security number (SSN) do not agree with Social Security Administration (SSA) records, the Employer agrees to the following:

- The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
- The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.



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- The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.
- The Employer will not contact the SSA or any other governmental agency after receiving a “no match” from the SSA.
- The Employer will not interrogate any employee about the employee's SSN.

Union Employer Cooperation

- 32) Replace BMS with FMCS throughout the Agreement. **[TA'd 11/29 3:30pm]**
- 33) Article 1.7 Shop Steward: The Employer shall recognize ~~two~~ shop stewards appointed by the Union in each retail establishment.
- 34) New Article 1.8 Bulletin Boards: The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement. **[TA'd 11/29 3:30pm]**
- 35) New Article 1.9 Accretion: The Employer agrees that if it operates stores or facilities within UFCW Local 663's jurisdiction, this Agreement will apply and the bargaining unit will include all employees, as defined in Article 1.1.
- 36) New Article 1.10 Subcontracting: The Employer agrees not to subcontract any currently existing operations during the term of this Agreement.
- 37) Eliminate Article 18.2 Industry Clause.

Language Clean Up

- 38) Article 5.11: replace “good and sufficient cause” with “just cause.” **[TA'd 11/29 3:30pm]**
- 39) Move Article 13.5 (ABC Deductions) to 1.3b. **[TA'd 11/29 5:45pm]**
- 40) Replace “business representative” with “Union representative” throughout Agreement. **[TA'd 11/29 3:30pm]**

Term

Term of Agreement: TBD, depending upon total agreement.