



Quisberg's & Miner's – UFCW Local 663 Proposals to the Employer  
 December 11, 2023 @ 9:30am  
 Proposal 5

**Wages and Benefits**

- 1) Wage increases for all FT and PT employees with modernized wage scales (attached). **[Union proposal on PTO (replacing Union Proposals 23, 25, and 28) contingent on agreement on Union Proposal 1)**
- 2) **[withdrawn 11/30 at 4pm]**
- 3) Redirect portion of H&W funds to Legacy pension per [Union proposal](#) **[TA'd 12/11 9:30am]**
- 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'd 11/30 4pm]**
- 7) Health & Welfare **[TA'd 12/11 9:30am]**

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

	<b>Dec 2023 TOTAL</b>	Employer contribution	Employee contribution	<b>Dec 2024 TOTAL</b>	Employer contribution	Employee contribution
FT	\$269.83	\$249.83	\$20.00	\$287.82	\$267.82	\$20.00



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PT	\$158.32	\$148.32	\$10.00	\$168.84	\$158.84	\$10.00
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8) **[withdrawn on 11/30 4pm]**

9) Should the majority of the MRMC participating employers agree to do so, and the H&W trustees approve, the Employer agrees to add an annual H&W open enrollment for employees who have waived coverage. **[TA'd 12/11 9:30am]**

10) Should the plan revise, alter, or change the coverage tiers, eligibility, or contributions the employers may reopen the contract on a limited basis only for the purposes of negotiating concerning the cost, employee contributions, and other effect of those changes. No other provisions of this agreement (including the no strike clause) shall be subject to reopener. (Total true cost/break even rates will not be the subject of those negotiations, but cost sharing within those rates will be.) **[TA'd 12/11 9:30am]**

**Hours of Work**

11) **[withdrawn 11/30 at 4pm]**

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

13) **[withdrawn 11/30 at 4pm]**

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)~~ **[Union withdrawn 11/30 at 4pm]**

16) **[withdrawn 11/30 at 4pm]**

17) The employer agrees that, in the event a department head is demoted or chooses to step down, the employer will make its best effort to maintain the employee's full time status though this may result in being transferred to another department or store. **[TA'd 12/1 12pm]**

18) **[Union counter 11/30 4pm]** Baggers, Carryout, Custodial, General Cleanup employees qualify for the following fringe benefits:

- Vacation – Article 6



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

**Holidays & Paid Time Off:**

19) [withdrawn 11/30 at 4pm]

20) [withdrawn 11/30 at 4pm]

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) [withdrawn 11/30 at 4pm]

23) Modify Article 6.1 and remove 6.2 (PT fall under same accrual schedule): **[see Union 12/11 PTO counter; proposal contingent upon agreement on Union Proposal 1 (wages)]**

**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.

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]



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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.~~ **[see Union 12/11 PTO counter; proposal contingent upon agreement on Union Proposal 1 (wages)]**

26) **[Union counter 11/30 4pm]** The Employer shall not be required to pay the weekly health and welfare contribution for part-time employees with less than ~~five (5)~~ two (2) years of service with the same employer, when said part-time employees are on a paid vacation.

27) Article 10: **[TA'd 12/1 12pm]**

All full-time and part-time employees 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 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 (grieving within thirty (30) days of the death).~~

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.

~~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



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with the Minnesota Earned Sick and Safe Time (ESST) Law. **[see Union 12/11 PTO counter; proposal contingent upon agreement on Union Proposal 1 (wages)]**

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'd 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) **[withdrawn on 12/11 at 9:30am]**

### **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~~ up to seven (7) shop stewards appointed by the Union in each retail establishment. **[Union modified 12/11 9:30am]**

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



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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]

41) Current Quisberg pharmacy addendum continued. [TA'd 12/11 9:30am]

### **Term**

Term of Agreement: TBD, depending upon total agreement.