

## HEALTH & WELFARE MODERNIZATION SUMMARY

Union and Employer members of the Health & Welfare Board of Trustees have satisfied the terms of the Letters of Agreement for H&W modernization that were part of contract negotiations with Lunds & Byerly's and Kowalski's. Changes will impact all participating employers and all H&W eligible members.

### ACHIEVED?

### GUIDING PRINCIPLES:



Current benefits will not be reduced



Waiting periods may be shortened to attract and retain employees



Financial integrity and sustainability of H&W benefits will be maintained



New benefit plan design will become effective no later than January 1, 2025



Decisions will be guided by recommendations from Plan Professionals. Union and Employer Trustees will make decisions in the best interest of the Plan for all participants and employers.

### HEALTH & WELFARE CHANGES BASED ON LETTERS OF AGREEMENT (LOA):



Transition to monthly coverage and eliminating grace weeks

**DETAILS OF CHANGE:** Through negotiations, employers can choose either a weekly or monthly contribution structure. The plan will change from retroactive to prospective health care coverage and as a result of this change, the grace weeks structure will be eliminated. Individual health reimbursement accounts (HRAs) will be funded for participants who had unused grace weeks as of the date of the change, with funding based on the value of the unused grace weeks so participants will keep the value of their grace weeks.



Coverage termination will follow employment termination, and will not be extended with accrued paid time off benefits

\*\*\*\*\* Please read documents packet for full details on the Letters of Agreement with Lunds & Byerly's and Kowalski's, the motion on modernization adopted by the Board of Trustees and the letter sent to all participating employers. \*\*\*\*\*



## HEALTH & WELFARE MODERNIZATION SUMMARY



Eliminate “tunnel contributions” that were being made prior to benefit coverage taking effect

**DETAILS OF CHANGE:** Through negotiations, employers will make an increase to the employer contribution rate (“Load Factor”) to account for the fact that tunnel contributions will no longer be made. If the waiting period for part-time coverage eligibility is shortened, the employer and employee contributions will start sooner and the Load Factor will be reduced to reflect the accelerated contribution start date.



No need for a new waiting period if you leave and then return to covered employment within 12 months



Offer tiered coverage and contribution rates for Full-time employees (i.e., Employee, Employee + Spouse, Employee + Child(ren), Family)

**DETAILS OF CHANGE:** Through negotiations, employers will choose to make contributions based on either a tiered rate structure or a composite rate (the current structure).

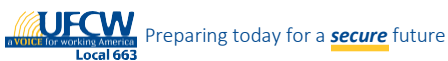
**In addition, to improve the H&W benefit for participants**, the Board of Trustees adopted an annual open enrollment program. Participants with coverage who do not want to make changes to their coverage will not have to enroll. However, eligible employees who previously did not enroll or participants wishing to make changes to their coverage will now have the opportunity to participate in open enrollment in the Fall of 2024.

### NEXT STEPS:

- We have met the modernization terms of the LOA for Lunds & Byerly’s and Kowalski’s and have reached out to offer reopeners should they wish to negotiate the options available due to the Board of Trustees’ actions.
- We continue to hear from members that modernization for us means lower deductibles and out-of-pocket maximums and increased or improved benefits. Our Union is committed to improving Health & Welfare benefits. We look forward to engaging members and employers over this issue in the upcoming 2025 negotiations. Please reach out to your Union Representative to learn how you can become active in our Union to win these improvements.

\*\*\*\*\* Please read documents packet for full details on the Letters of Agreement with Lunds & Byerly’s and Kowalski’s, the motion on modernization adopted by the Board of Trustees and the letter sent to all participating employers. \*\*\*\*\*

# Minneapolis Retail Meat Cutters & Food Handlers Health and Welfare Fund



3001 Metro Drive - Suite 500  
Bloomington, MN 55425

Online: [www.663benefits.com](http://www.663benefits.com)  
Phone: (952) 851-5797  
Toll Free: (844) 468-5917

April 25, 2024

Dear Contributing Employer:

The Board of Trustees of the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund ("Fund") continually monitors the financial health of the Fund, and the benefits available from the Fund. Following much discussion and in-depth analysis, the Trustees have taken action to implement a modernization of the Plan's eligibility rules and contribution structure as set forth in the enclosed.

The Board of Trustees adopted the enclosed *Motion on Modernization of the MRMC Health and Welfare Fund* at the special Trust meeting held on April 8, 2024.

Several of the items addressed in the motion will be the subject of bargaining between each participating employer and the Union upon expiration of the parties' current collective bargaining agreements ("CBAs") with the understanding that the Fund trustees have the right to accept or reject the CBAs as bargained. Other changes will be implemented by the trustees as soon as administratively feasible, with the goal of making them effective on or about January 1, 2025.

Specifically, the changes that are subject to bargaining between each employer and the Union are:

1. Making employer contributions on either a monthly or weekly basis;
2. Eliminating contribution tunnels prior to eligibility with a corresponding increase in the employer contribution rate ("Load Factor") to account for the fact that tunnel contributions will no longer be made;
3. Employers will choose to make contributions based on either a tiered rate structure or a composite rate, and;
4. Shortening the waiting periods for part-time eligibility for coverage with the employer and employee contributions starting correspondingly sooner. If the waiting period is shortened, the Load Factor will be reduced to reflect the accelerated contribution start date.

The changes that are not subject to bargaining and which the Trustees will be implementing as soon as administratively feasible include:

1. Changing from retroactive to prospective health care coverage;
2. Eliminating the existing grace weeks structure (as a result of moving from retroactive to prospective coverage structure) and funding individual health reimbursement accounts for those participants who had unused grace weeks as of the date of the change, with the funding being based on the value of the unused grace weeks, and;
3. Adopting an annual open enrollment program that will be conducted by the Fund administrator with the first open enrollment period to be scheduled during the fall of 2024 for health coverage commencing January 1, 2025. Participants with coverage who do not want to make changes to their coverage will not have to enroll. However, eligible employees who previously did not enroll or participants wishing to make changes to their coverage will have the opportunity to participate in open enrollment.

The modernization changes that are the subject of bargaining will become effective based on each employer's bargaining schedule but no earlier than January 1, 2025, and will be negotiated terms to your CBA, either during renewal or through a reopener allowed under the CBA.

You are invited to attend an informational meeting for all contributing employers to be held:

**Thursday, May 9, 2024**

**9:00 AM – 11:00 AM**

**Jerry's Enterprise – 5101 Vernon Avenue South, Edina**

If you are unable to attend in person, please contact the Fund Office at (952) 814-7014 or [jintveld@wilson-mcshane.com](mailto:jintveld@wilson-mcshane.com) and a dial-in phone number can be provided.

Additional information will continue to be provided as we near the implementation date of these Fund changes.

Sincerely,

Board of Trustees

Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund

Enclosure(s): 1

## **Motion on Modernization of**

### **Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund**

1. Option by bargaining parties to bargain either weekly or monthly contribution rate structure.
2. Elimination of contribution rate tunnels but subject to calculated load factors based on negotiated waiting periods for ongoing contributions as determined by Segal.
3. Move to prospective health coverage with Part-time and Full-time benefit eligible employees obtaining coverage from the first day of the month following due date of contributions through the end of the month following the month in which contributions are due after termination of employment. Example: Employee hired in January 2024, contribution due February 2024, coverage starts March 1, 2024. Employee terminates January 2025, contributions due February 2025, coverage ends March 31, 2025.
4. Replace unused grace weeks with HRA accounts of equivalent economic value. Unused grace weeks shall be determined as of the effective date of transition to prospective coverage under new CBAs but no earlier than January 1, 2025.
5. Annual open enrollment utilizing an evergreen enrollment structure (automatically enrolled from prior year unless changes or disenrollment requested) to be available to all eligible employees regardless of prior opt-outs. Wilson McShane to handle all open enrollment for January 1, 2025 coverage with open enrollment to run from 9/15 to 10/31. Process to include telephonic and in-person assistance.
6. Option by employers to adopt tiered rate structure or composite rate structure provided the structure is adopted by the employer during negotiations and is in effect for the duration of the CBA.

7. No requirement by employee to requalify with a new waiting period if the employee returns to work within 12 months of termination of coverage.
8. The bargaining parties shall have the ability to negotiate over waiting periods shorter than twelve months provided that the calculated load factors as described under Number 2 above shall be adjusted by Segal to reflect cost neutral monthly or weekly contribution rates among employers.
9. Effective date for implementation is the earlier of (i) the effective date of the CBA following the final agreement of the Trustees as to design changes or (ii) the date agreement is reached under a reopener allowed under the CBA, but in no event sooner than January 1, 2025. However, open enrollment process and changes described under Number 5, above, are effective for calendar year 2025 coverage, including the open enrollment process taking place prior to January 1, 2025.
10. All other terms and conditions related to contributions and eligibility for health and welfare benefits under existing plan documents that are not addressed under this proposal remain the same and continue in effect.

# LETTER OF AGREEMENT: HEALTH & WELFARE BENEFIT MODERNIZATION

## Background

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- Lunds & Byerlys and UFCW Local 663 share an interest in improving the Health & Welfare benefits offered to Lunds & Byerlys employees with membership to UFCW Local 663.
- Attempts have been made to modernize the MRMC Health & Welfare plan since 2017, but no improvements have been implemented to date.
- Both parties remain committed to this effort and seek to renew their partnership to improve H&W benefits.

## Benefit Modernization and Minimum Thresholds for Improvements

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### Guiding principles for H&W benefit modernization and enrichment:

1. Current benefits will not be reduced
2. Waiting periods will be shortened to attract and retain employees
3. Financial integrity and sustainability of H&W benefits will be maintained
4. New benefit plan design will become effective no later than January 1, 2025
5. Decisions will be guided by recommendations from Plan Professionals. Union and Employer Trustees will make decisions in the best interest of the Plan for all participants and employers.

### Benefit design improvements shall include:

- Transition to monthly coverage and eliminating grace weeks
- Coverage termination to coincide with employment termination, not extended with accrued paid time off benefits
- Eliminate “tunnel contributions” which are made today prior to benefit coverage taking effect
- Benefit waiting periods need only be satisfied once by an employee – no “re-waiting” due to qualified life events
- Offer tiered coverage for Full-time employees (*i.e., Employee, Employee + Spouse, Employee + Child(ren), Family*)

Benefit design improvements are based on the understanding that data provided by the Plan professionals will inform Trustee decision-making and (1) there may be increased costs on a per Employer basis associated with plan design changes and (2) the implementation of changes depends on all stakeholders willingness to accept these changes.

Both parties commit to being objective and open minded when evaluating how to provide the best possible benefit coverage to Lunds & Byerlys employees who are members of UFCW Local 663 in advance of negotiations on a successor Agreement. To achieve this, the following actions will be taken:

### Evaluation of MRMC Health & Welfare Plan Actions & Timeline:

- The Chair for the MRMC Health & Welfare Board of Trustee has – or will – recommend that the trustees of the MRMC H&W Fund to evaluate options for modernizing the current benefit plan design.
- Trustees from UFCW Local 663 and Lunds & Byerlys will actively engage fellow Trustees in the modernization process and be advocates for benefit design changes that are fiscally responsible and sustainable.
- The next special H&W Trust meeting is scheduled for July 13, 2023. MRMC H&W plan

professionals have been instructed to update the model created in 2017-2019 by Trustee subcommittee with current and additional data from all participating Employers relating to eligibility and costs. This instruction will be renewed to ensure provision of this information by July 13, 2023.

- The Company will comply with any data requests that the MRMC H&W Fund consultants need to fully evaluate options for modernizing the current plan design and eligibility.
- Modernization to the MRMC H&W benefit design and eligibility rules must be approved by the Board of Trustees no later than May 31, 2024. Both parties will ensure that their representatives on the Trust Fund will act in good faith to achieve modernization and support modernization consistent with guiding principles for H&W benefit modernization and enrichment and benefit design improvements set forth herein.

#### **Evaluation of Company-Sponsored Health & Welfare Plan Actions & Timeline:**

- No sooner than May 31, 2024, the Company may make a formal request of the MRMC Health & Welfare Plan third-party administrator to provide a full, thorough, and complete demographic and claims experience report of its employees per the reporting requirements set by the Company's benefit consultant for a time period as defined by the benefit consultant. Such data shall be de-identified to safeguard employees' Protected Health Information (PHI) in accordance with HIPAA and shall comply with any data security requirements of the Plan Trust and as required by law. The Company, LFHI, and any potential benefit consultants shall enter into a Business Associate Agreement allowing for the release of PHI.
- The Chair for the MRMC Health & Welfare Board of Trustees and the trustee representative of Lunds & Byerlys will recommend that the trustees of the MRMC H&W Plan to approve such a request. All trustees shall be encouraged to vote in favor of the data request being provided to the Company's benefit consultant.
- No sooner than May 31, 2024, the Company will inform the Union and its bargaining committee of its intent to bring forth a proposal of an alternative company-sponsored health and welfare plan.

#### **Failure to Adopt H&W Benefit Modernization**

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With the understanding that both parties seek to provide the best possible benefit coverage to Lunds & Byerlys employees with membership to UFCW Local 663, should Plan Trustees fail to approve all measures to modernize the MRMC plan by May 31, 2024, the parties shall begin the following process. Should Plan Trustees approve all modernization measures no later than May 31, 2024, the provisions of this section shall be deemed null and void.

1. The parties agree to begin meeting for the exclusive purpose of evaluating, in good faith, health and welfare plan options between the MRMC Health & Welfare plan and any other Lunds & Byerlys-sponsored Health & Welfare plan will occur starting no later June 5, 2024.
2. Lunds & Byerlys employees with membership to UFCW Local 663 that are selected to serve on the Union's healthcare committee will be determined as follows:
  - UFCW Local 663 at its sole discretion shall select no more than fifteen (15) individuals that are employed by Lunds & Byerlys and who have membership with their Local.
3. The healthcare committee will meet in good faith with management representatives with regular frequency, but no less than twice per month, unless mutual agreement is reached between the Union and Company to meet at a different frequency.
4. The Company and the Union will conduct joint town hall meetings with employees/members no earlier than August 2024 for the purposes of explaining the health and welfare options presented to the committee. Such joint town hall meeting(s) will only occur after the Company has provided the Union and the healthcare committee the full details of all health and welfare plans being proposed, discussed and considered, including scope of benefits, eligibility and providers.
5. Town hall meetings will be used to communicate the facts pertaining to the then current Trust plan and the Company proposed plans. Any materials presented will first be provided to all parties involved. Nothing in this agreement shall limit or preclude the Union from any other means of communicating with members.
6. The parties will begin bargaining, in good faith, on a successor agreement no later than September 15, 2024 and will begin bargaining with the subject of health and welfare, with the mutual goal of first bargaining to agreement the 2025 health and welfare of employees. Such health and welfare agreement shall be drafted in a Letter of Understanding (LOU) that shall be expeditiously ratified by the membership of the Union with adequate time for any necessary open enrollment period. The parties agree to endeavor to resolve 2025 health and welfare before bringing forth other bargaining proposals.
7. Should the parties, after bargaining in good faith, not come to agreement on a health and welfare LOU, the Union shall commit to take the Employer's last, final health and welfare proposal for a vote of the membership.



The members shall vote whether to accept or reject the Employer's last, final offer. Both parties commit to respect the will of the membership and the outcome of the vote. The vote shall be executed consistent with the United Food and Commercial Workers International Union Constitution Article 23.D.3. This vote shall occur no later than September 30, 2024, so in the event that a plan transition takes place there is still time to conduct open enrollment and have the plan go into effect January 1, 2025.

## **Company Commitment to MRMC Health & Welfare Plan**

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Should the MRMC Plan Trustees adopt all reasonable measures to modernize the Plan by the deadlines agreed herein, the Company commits to not propose any alternative company-sponsored health and welfare plan affecting bargaining unit employees during the negotiations of a 2025 successor agreement.

## **Disputes Over This Agreement**

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Should any disputes occur over the application and interpretation of the Letter of Agreement, the parties agree to expedited grievance arbitration. The arbitrator's authority shall be limited to interpreting and applying the language and intent of this agreement. In lieu of Article 16, the parties agree that the following process will be applicable to disputes arising out of this LOA:

- A. A grievance concerning this provision may be submitted by either party for expedited arbitration.
- B. A grievance will be filed directly with the other party.
- C. The party in which the grievance was served upon will have five (5) days to issue a final decision to the grievance.
- D. The request for expedited arbitration will be made within five (5) calendar days after receipt of the final decision in the grievance procedure. If no final decision has been issued, the request will be made within five (5) calendar days from the date such decision should have been issued.
- E. The parties agree that such matters will be heard by an arbitrator agreed upon by the parties, or if they do not agree the grieving party shall request from FMCS a panel of seven (7) regionally available arbitrators from the National Academy of Arbitrators. The parties shall strike arbitrators within three (3) business days of receipt of the panel, with the grieving party striking first. An arbitrator unable to hear an expedited arbitration case within thirty (30) calendar days will be deemed unavailable and the Parties will select another arbitrator.
- F. The hearing will be conducted as soon as possible but in no event later than 30 days from the request to the Arbitrator. The Parties may arrange for a pre-hearing conference with or without the Arbitrator to consider means of expediting the hearing.
- G. The arbitrator will issue a decision as soon as possible, but no later than twenty (20) calendar days after the official closing of the hearing, unless otherwise agreed by the Parties. By mutual agreement, the arbitrator may issue a bench decision.

# LETTER OF AGREEMENT: HEALTH & WELFARE BENEFIT PLAN IMPROVEMENTS

## Background

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- Kowalski's and UFCW Local 663 share an interest in improving the Health & Welfare benefits offered to Kowalski's employees with membership to UFCW Local 663.
- Both parties remain committed to this effort and seek to renew their partnership to improve H&W benefits.

## Benefit Improvements

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### Guiding principles for H&W benefit improvements and enrichment:

1. Current benefits will not be reduced
2. Waiting periods will be shortened to attract and retain employees
3. Financial integrity and sustainability of H&W benefits will be maintained
4. New benefit plan design will become effective no later than January 1, 2025
5. Decisions will be guided by recommendations from Plan Professionals. Union and Employer Trustees will make decisions in the best interest of the Plan for all participants and employers.

### Benefit design improvements may include:

- Transition to monthly coverage and eliminating grace weeks
- Coverage termination to coincide with employment termination, not extended with accrued paid time off benefits
- Eliminate "tunnel contributions" which are made today prior to benefit coverage taking effect
- Benefit waiting periods need only be satisfied once by an employee – no "re-waiting" due to qualified life events
- Offer tiered coverage for Full-time employees (*i.e.*, *Employee*, *Employee + Spouse*, *Employee + Child(ren)*, *Family*)
- Lower deductibles and out-of-pocket maximums
- Increase Life/AD&D benefit with the option to buy additional supplemental life insurance coverage
- Implement a Value-Based wellness incentives or rewards program

Benefit design improvements are based on the understanding that data provided by the Plan professionals will inform Trustee decision-making and (1) there may be increased costs on a per Employer basis associated with plan design changes and (2) the implementation of changes depends on all stakeholders willingness to accept these changes.

Both parties commit to being objective and open minded when evaluating how to provide the best possible benefit coverage to Kowalski's employees who are members of UFCW Local 663 in advance of negotiations on a successor Agreement. To achieve this, the following actions will be taken:

### Evaluation of MRMC Health & Welfare Plan Actions & Timeline:

- The Chair for the MRMC Health & Welfare Board of Trustees has recommended that the trustees of the MRMC H&W Fund evaluate options for improving the current benefit plan design.
- Representatives from UFCW Local 663 and Kowalski's will actively engage MRMC Plan Trustees in the plan improvement process and be advocates for benefit design changes that are fiscally responsible and sustainable.
- The next special H&W Trust meeting is scheduled for August 14, 2023. MRMC H&W plan

professionals have been instructed to update the model created in 2017-2019 by the Trustee subcommittee with current and additional data from all participating Employers relating to eligibility and costs. This instruction has been renewed to ensure provision of this information by July 13, 2023.

- The Company will comply with any data requests that the MRMC H&W Fund consultants need to fully evaluate options for improving the current plan design and eligibility within two (2) weeks of request.
- Improvements to the MRMC H&W benefit design and eligibility rules must be approved by the Board of Trustees no later than May 31, 2024. Both parties will ensure that their representatives on the Trust Fund will act in good faith to achieve improvements and support improvements consistent with guiding principles for H&W benefit improvement and enrichment and benefit design improvements set forth herein.

#### **Evaluation of Company-Sponsored Health & Welfare Plan Actions & Timeline:**

- No sooner than May 31, 2024, the Company may make a formal request of the MRMC Health & Welfare Plan third-party administrator to provide a full, thorough, and complete demographic and claims experience report of its employees per the reporting requirements set by the Company's benefit consultant for a time period as defined by the benefit consultant. Such data shall be de-identified to safeguard employees' Protected Health Information (PHI) in accordance with HIPAA and shall comply with any data security requirements of the Plan Trust and as required by law. The Company, Kowalski's, and any potential benefit consultants shall enter into a Business Associate Agreement allowing for the release of PHI.
- The Chair for the MRMC Health & Welfare Board of Trustees will recommend that the trustees of the MRMC H&W Plan approve such a request. All trustees shall be encouraged to vote in favor of the data request being provided to the Company's benefit consultant.
- No sooner than May 31, 2024, the Company will inform the Union and its bargaining committee of its intent to bring forth a proposal of an alternative company-sponsored health and welfare plan.

#### **Failure to Adopt H&W Benefit Improvements**

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With the understanding that both parties seek to provide the best possible benefit coverage to Kowalski's employees with membership to UFCW Local 663, should Plan Trustees fail to approve all measures to improve the MRMC plan by May 31, 2024, the parties shall begin the following process. Should Plan Trustees approve all improvement measures no later than May 31, 2024, the provisions of this section shall be deemed null and void.

1. The parties agree to begin meeting for the exclusive purpose of evaluating, in good faith, health and welfare plan options between the MRMC Health & Welfare plan and any other Kowalski's sponsored Health & Welfare plan will occur starting no later June 5, 2024.
2. Kowalski's employees with membership to UFCW Local 663 that are selected to serve on the Union's healthcare committee will be determined as follows:
  - UFCW Local 663 at its sole discretion shall select no more than ten (10) individuals that are employed by Kowalski's and who have membership with their Local.
3. The healthcare committee will meet in good faith with management representatives with regular frequency, but no less than twice per month, unless mutual agreement is reached between the Union and Company to meet at a different frequency.
4. The Company and the Union will conduct joint town hall meetings with employees/members no earlier than August 2024 for the purposes of explaining the health and welfare options presented to the committee. Such joint town hall meeting(s) will only occur after the Company has provided the Union and the healthcare committee the full details of all health and welfare plans being proposed, discussed and considered, including scope of benefits, eligibility and providers.
5. Town hall meetings will be used to communicate the facts pertaining to the then current Trust plan and the Company proposed plans. Any materials presented will first be provided to all parties involved. Nothing in this agreement shall limit or preclude the Union from any other means of communicating with members.
6. The parties will begin bargaining, in good faith, on a successor agreement no later than September 15, 2024 and will begin bargaining with the subject of health and welfare, with the mutual goal of first bargaining to agreement the 2025 health and welfare of employees. Such health and welfare agreement shall be drafted in a Letter of Understanding (LOU) that shall be expeditiously ratified by the membership of the Union with adequate time for any necessary open enrollment period. The parties agree to endeavor to resolve 2025 health and welfare before bringing forth other bargaining proposals.
7. Should the parties, after bargaining in good faith, not come to agreement on a health and welfare LOU, the

Union shall commit to take the Employer's last, final health and welfare proposal for a vote of the membership. The members shall vote whether to accept or reject the Employer's last, final offer. Both parties commit to respect the will of the membership and the outcome of the vote. The vote shall be executed consistent with the United Food and Commercial Workers International Union Constitution Article 23.D.3. This vote shall occur no later than September 30, 2024, so in the event that a plan transition takes place there is still time to conduct open enrollment and have the plan go into effect January 1, 2025.

## **Company Commitment to MRMC Health & Welfare Plan**

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Should the MRMC Plan Trustees adopt all reasonable measures to improve the Plan by the deadlines agreed herein, the Company commits to not propose any alternative company-sponsored health and welfare plan affecting bargaining unit employees during the negotiations of a 2025 successor agreement.

## **Disputes Over This Agreement**

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Should any disputes occur over the application and interpretation of the Letter of Agreement, the parties agree to expedited grievance arbitration. The arbitrator's authority shall be limited to interpreting and applying the language and intent of this agreement. In lieu of Article 16, the parties agree that the following process will be applicable to disputes arising out of this LOA:

- A. A grievance concerning this provision may be submitted by either party for expedited arbitration.
- B. A grievance will be filed directly with the other party.
- C. The party in which the grievance was served upon will have five (5) days to issue a final decision to the grievance.
- D. The request for expedited arbitration will be made within five (5) calendar days after receipt of the final decision in the grievance procedure. If no final decision has been issued, the request will be made within five (5) calendar days from the date such decision should have been issued.
- E. The parties agree that such matters will be heard by an arbitrator agreed upon by the parties, or if they do not agree the grieving party shall request from FMCS a panel of seven (7) regionally available arbitrators from the National Academy of Arbitrators. The parties shall strike arbitrators within three (3) business days of receipt of the panel, with the grieving party striking first. An arbitrator unable to hear an expedited arbitration case within thirty (30) calendar days will be deemed unavailable and the Parties will select another arbitrator.
- F. The hearing will be conducted as soon as possible but in no event later than 30 days from the request to the Arbitrator. The Parties may arrange for a pre-hearing conference with or without the Arbitrator to consider means of expediting the hearing.
- G. The arbitrator will issue a decision as soon as possible, but no later than twenty (20) calendar days after the official closing of the hearing, unless otherwise agreed by the Parties. By mutual agreement, the arbitrator may issue a bench decision.