

# **Tentative Agreement between UFCW 663 and Everett's Foods**

July 16, 2025

## **U1. Article 2: Hours of Work**

**SECTION 2.5A:** Eliminate reference of maximum of 31.9 hours Monday-Saturday for modified part-time. Replace with a maximum of 39.9 hours over the course of their defined work week. Eliminated reference to Sunday hours being excluded.

**Replace Article 2.5(F):** The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for less hours. Any such approved written request shall remain valid until the employee or Employer revokes it. Upon either party revoking the agreement, the employee must provide updated and suitable availability to allow the Employer to schedule the respective minimum hours for their classification. All approved requests shall be maintained by the Employer at the store level and available to the Union upon request. Any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(I).

## **U2. Article 3: Holidays**

Section 3.3 Holiday Qualifications: Full-time will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. All part-time (including Group 3), courtesy and custodial employees will be eligible after they have completed **either six (6) months and three hundred and sixty (360) hours worked or** one (1) year of service.

## **U4. Article 9: Bereavement**

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, **stepparent**, child or stepchild.
- A maximum of three (3) 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.

## **U5. Article 11: Leaves of Absences**

**New Section 11.11:** Upon implementation of the State of Minnesota Paid FMLA law, the employer retains the right to deduct payroll taxes to the maximum amount allowed by state Paid Family Medical Leave legislation or implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit provided it receives commissioner approval.

#### **U6. Article 14: Pension**

Cleanup to remove Legacy Pension language. No changes to VAPP. Final language will be reviewed for final approval.

#### **U7. Article 15: Health & Welfare**

Maintain existing language and contribution rates of agreement. Remove redirect language.

#### **U8. Article 16: Arbitration**

##### **Replace language of article:**

Section 16.1: Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for PTO, holiday, jury pay and bereavement pay.

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 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. The panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service will be from 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. If FMCS fails to provide a panel within thirty (30) days of request, the parties will use the American Arbitration Association (AAA) on the same terms set forth above.

Section 16.3: The expense of the arbitrator shall be divided equally between the Employer and the Union.

Section 16.4: There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step or in case of failure to abide by an arbitration award.

Section 16.5: Failure to comply with the time limits set forth in Steps 1, 2, and 3 below, 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. The steps to be followed are as follows:

- (A) The complaint must be registered in writing within the specified time limits of the particular type of grievance.
- (B) If the complaint is not satisfactorily resolved, either party may request arbitration and request a panel from FMCS or AAA within the next twenty-one (21) day

period, or within twenty-one (21) days from mediation, if the parties agree to mediation.

(C) The arbitration hearing shall be held within a reasonable time.

In each of the above steps, the days referred to are working days.

#### **U9. Article 23: Waiver**

Section 23.1 Full-Time Waiver: In the event that a part-time employee is advanced to full-time status during the period of January 1st through December 31st, such employee will sign a waiver guaranteeing him/her the full-time rate of ~~\$19.33~~ **\$21.00** for the duration of the waiver period and a minimum of four (4) hours per week up to a maximum of one thousand two hundred (1,200) hours of said period. **When an employee exceeds the maximum of 1,200 hours, the employee will become a Classified Assistant.** A copy of this waiver will be forwarded to the Union prior to an employee advancing to full-time status. During the period an employee is on waiver, the employee will not accrue any full-time benefits other than rate of pay. The Employer will be allowed to use up to three (3) full-time waivers per store per two-week schedule.

#### **U10. Appendices B and C: Minimum Rates**

**Add the following language for City, State, or Federal Minimum Wage and Other Wage Increases:** Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression may be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, it shall be at the Employer's discretion whether that employee will receive the scheduled wage progression. In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in the minimum wage, the wage rate for all employees shall be raised to the new minimum wage. The employer may apply greater hourly wage increases at its discretion to address wage compression.

#### **Appendix B Minimum Meat Rates**

	7/13/25	3/1/2026	3/7/2027
Head Meat Cutter	\$32.44	\$33.44	\$34.44
Journeyman Meat Cutter	\$31.44	\$32.44	\$33.44
Modified PT Meat Cutter *	\$21.00	\$22.00	\$23.00

\* Upon successful completion of a twelve (12) month program, Modified PT Meat Cutter will move to Full Time Classified Assistant.

Meat Helper			
	7/13/25	3/1/2026	3/7/2027
Step 1 (Hire to Year 1)	\$21.00	\$21.00	\$21.00
Step 2 (Year 2)	\$22.75	\$22.75	\$22.75
Step 3 (Year 3)	\$24.50	\$24.50	\$24.50
Step 4 (Year 4)	\$26.25	\$26.25	\$26.25
Step 5 (Year 5)	\$29.33	\$29.33	\$29.33
Step 6 (Year 6)	\$30.33	\$30.33	\$30.33
Step 7 (Year 7)		\$31.33	\$31.33
Step 8 (Year 8 and after)			\$32.33

Service Meat Employees			
	7/13/25	3/1/2026	3/7/2027
0-6 Months	\$18.00	\$18.00	\$18.00
6-12 Months	\$19.00	\$19.00	\$19.00
1-2 Years	\$20.00	\$20.00	\$20.00
2-3 Years	\$26.55	\$26.55	\$26.55
3-4 Years	\$27.55	\$27.55	\$27.55
4-5 Years		\$28.55	\$28.55
5-6+ Years			\$29.55

Employees that are above the top of scale will receive the following increases:

	7/13/25	3/1/2026	3/7/2027
Heat Meat Cutter	\$1.00	\$1.00	\$1.00
Journeyman Meat Cutter	\$1.00	\$1.00	\$1.00
Modified PT Meat Cutter	\$1.00	\$1.00	\$1.00
Meat Helper	\$1.00	\$1.00	\$1.00
Service Meat Employee	\$1.00	\$1.00	\$1.00

### Appendix C All Full-Time Minimum Grocery Rates

	7/13/25	3/1/2026	3/7/2027
Assistant Manager	\$31.33	\$32.33	\$33.33
Produce Department Head	\$31.33	\$32.33	\$33.33
Frozen Department Head	\$31.33	\$32.33	\$33.33
Bookkeeper or Head Cashier	\$31.33	\$32.33	\$33.33
Delicatessen Department Head	\$31.33	\$32.33	\$33.33
Company Designated (up to 3 per store)	\$31.33	\$32.33	\$33.33

FT Food Handlers	7/13/25	3/1/2026	3/7/2027
Step 1 (Hire to Year 1)	\$21.00	\$21.00	\$21.00
Step 2 (Year 2)	\$22.75	\$22.75	\$22.75
Step 3 (Year 3)	\$24.50	\$24.50	\$24.50
Step 4 (Year 4)	\$26.25	\$26.25	\$26.25
Step 5 (Year 5)	\$27.79	\$27.79	\$27.79
Step 6 (Year 6)	\$29.33	\$29.33	\$29.33
Step 7 (Year 7)	\$30.33	\$30.33	\$30.33
Step 8 (Year 8)		\$31.33	\$31.33
Step 9 (Year 9+)			\$32.33

### Eliminate Retail Specialist Classification

Classified Assistant*	7/13/25	3/1/2026	3/7/2027
Step 1 (Hire to Year 1)	\$19.33	\$19.33	\$19.33
Step 2 (Year 2)	\$20.33	\$20.33	\$20.33
Step 3 (Year 3)	\$21.10	\$21.10	\$21.10
Step 4 (Year 4)	\$22.00	\$22.00	\$22.00
Step 5 (Year 5)	\$24.67	\$24.67	\$24.67
Step 6 (Year 6)	\$27.33	\$27.33	\$27.33
Step 7 (Year 7)	\$28.33	\$28.33	\$28.33
Step 8 (Year 8)		\$29.33	\$29.33
Step 9 (Year 9+)			\$30.33

Employees that are above the top of scale will receive the following increases:

	7/13/25	3/1/2026	3/7/2027
Assistant Manager	\$1.00	\$1.00	\$1.00
Produce Department Head	\$1.00	\$1.00	\$1.00
Frozen Department Head	\$1.00	\$1.00	\$1.00
Bookkeeper or Head Cashier	\$1.00	\$1.00	\$1.00
Delicatessen Department Head	\$1.00	\$1.00	\$1.00
Company Designated (up to 3 per store)	\$1.00	\$1.00	\$1.00
FT Food Handlers & Pharmacy Employees	\$1.00	\$1.00	\$1.00
Classified Assistants	\$1.00	\$1.00	\$1.00

### Appendix D All Part-Time Minimum Rates

	Years	7/13/25	3/1/2026	3/7/2027
Step 1	0-1 year	\$14.50	\$14.50	\$14.50
Step 2	1 year	\$14.75	\$14.75	\$14.75
Step 3	6 Months	\$15.25	\$15.25	\$15.25
Step 4	6 Months	\$15.75	\$15.75	\$15.75
Step 5	6 Months	\$16.00	\$16.00	\$16.00
Step 6	6 Months	\$16.50	\$16.50	\$16.50
Step 7	6 Months	\$16.75	\$16.75	\$16.75
Step 8	6 Months	\$17.25	\$17.25	\$17.25
Step 9	6 Months	\$18.00	\$18.00	\$18.00
Step 10	6 Months	\$19.10	\$19.10	\$19.10
Step 11	6 Months		\$19.80	\$19.80
Step 12	6 Months			\$20.50

Employees that are above the top of scale will receive the following increases:

	7/13/25	3/1/2026	3/7/2027
All Part-Time Positions	\$0.70	\$0.70	\$0.70

Examples of Current Part-Time employee wage placement and progression:

Hire Date	Current	7/13/25	9/2025	3/2026	9/2026	3/2027	9/2027
Before or on 3/2025	\$16.17	\$16.50	\$16.75	\$17.25	\$18.00	\$19.10	\$19.80

Example of a new employee who starts in 1/2026

1/2026	7/2026	1/2027	7/2027	1/2028
\$16.17	\$16.50	\$16.75	\$17.25	\$18.00

### **U12. Term of Agreement**

3 year term, March 2, 2025 - March 4, 2028

**U13. Gift Cards**

The employer will pay each FT and PT top of scale employee a \$100 gift card to Everett's Foods.

The employer will pay all in-progression PT workers with seniority prior to March 2025 a gift card to Everett's Foods. The amount is dependent on hours worked.

Gift cards must be used in increments no smaller than \$25.00 and employee discount will not be applied. The gift card must be used by 1/1/2026.

The Union bargaining committee will recommend ratification.

**UFCW Local 663**

**Everett's Foods**

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Signature:\_\_\_\_\_

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