

Tentative Agreement between UFCW 663 and Oxendale's Market

July 23, 2025

U1. Article 2.10(C): Employee Schedules

Employer will provide weekly work schedules in electronic format to the Union.

U2. Article 2. Hours of Work.

Replace Article 2.5(E): 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).

U4. Article 9: Bereavement

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 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.

[language regarding domestic partners remains as is]

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

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

[remainder of article remains as is]

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 15: Health & Welfare

- Cleanup of redirect language
- Proposed rates - maintain existing weekly contribution rates through term of agreement:

Composite Rates	Total	Employer Cost	Employee Cost
Full Time	\$287.82	\$257.82	\$30.00
Part Time	\$168.84	\$153.84	\$15.00
Ancillary	\$6.76	\$5.76	\$1.00

U7. 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 vacation, holiday, jury pay and bereavement pay.

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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 Bureau of Mediation Services (BMS) on the same terms set forth above.

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

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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 BMS 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. Appendices B and C: Minimum Rates

Appendix B Minimum Meat Rates

	7/20/2025	3/1/2026	3/7/2027
Head Meat Cutter	\$31.44	\$32.69	\$33.94
Journeyman Meat Cutter	\$30.44	\$31.69	\$32.94
Modified PT Meat Cutter *	\$19.25	\$20.50	\$21.75

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

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

	7/20/2025	3/1/2026	3/7/2027
Head Meat Cutter	\$0.50	\$1.25	\$1.25
Journeyman Meat Cutter	\$0.50	\$1.25	\$1.25
Modified PT Meat Cutter	\$0.50	\$1.25	\$1.25

Appendix C All Full-Time Minimum Grocery Rates

	7/20/2025	3/1/2026	3/7/2027
Assistant Manager	\$30.33	\$31.58	\$32.83
Produce Department Head	\$30.33	\$31.58	\$32.83
Frozen Department Head	\$30.33	\$31.58	\$32.83
Bookkeeper or Head Cashier	\$30.33	\$31.58	\$32.83
Delicatessen Department Head	\$30.33	\$31.58	\$32.83
Company Designated (up to 3 per store)	\$30.33	\$31.58	\$32.83

FT Food Handlers*	7/20/2025	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	\$30.58	\$31.83

Classified Assistant*	7/20/2025	3/1/2026	3/7/2027
Step 1 (Hire to Year 1)	\$19.60	\$19.60	\$19.60
Step 2 (Year 2)	\$21.20	\$21.20	\$21.20
Step 3 (Year 3)	\$22.80	\$22.80	\$22.80
Step 4 (Year 4)	\$24.40	\$24.40	\$24.40
Step 5 (Year 5)	\$27.33	\$28.58	\$29.83

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

	7/20/2025	3/1/2026	3/7/2027
Assistant Manager	\$0.50	\$1.25	\$1.25
Produce Department Head	\$0.50	\$1.25	\$1.25
Frozen Department Head	\$0.50	\$1.25	\$1.25
Bookkeeper or Head Cashier	\$0.50	\$1.25	\$1.25
Delicatessen Department Head	\$0.50	\$1.25	\$1.25
Company Designated (up to 3 per store)	\$0.50	\$1.25	\$1.25
FT Food Handlers	\$0.50	\$1.25	\$1.25
Classified Assistants	\$0.50	\$1.25	\$1.25

Appendix D All Part-Time Minimum Rates

	Years	7/20/2025	3/1/2026	3/7/2027
Step 1	1 year	\$16.17	\$16.17	\$16.17
Step 2	6 Months	\$16.50	\$16.50	\$16.50
Step 3	6 Months	\$16.85	\$16.85	\$16.85
Step 4	6 Months	\$17.20	\$17.20	\$17.20
Step 5	6 Months	\$17.55	\$17.55	\$17.55
Step 6	6 Months	\$17.90	\$17.90	\$17.90
Step 7	6 Months	\$18.25	\$18.25	\$18.25
Step 8	6 Months	\$18.60	\$18.60	\$18.60
Step 9	6 Months	\$18.95	\$18.95	\$18.95
Step 10	6 Months	\$19.30	\$19.30	\$19.30
Step 11	6 Months	\$19.65	\$19.65	\$19.65
Step 12	6 Months	\$20.00	\$20.00	\$20.00

All Part Time employees with a hire date prior to 12/31/2021 will move up two steps upon ratification. All other Part Time employees will move up one step upon ratification.

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

	7/20/2025	3/1/2026	3/7/2027
All Part-Time Positions	\$0.70	\$0.70	\$0.70

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.

U10. Term of Agreement

Term of Contract – three (3) year contract from March 2, 2025 through March 5, 2028.

U11. Ratification Bonus - Gift Card

Not to be used with Employee Discount

- FT and PT Mod: \$350.00
- All other PT: \$100.00

U12. Employer Proposals

- Removal of the stool requirement as long as they will still be provided
- Removal of the pay equity language

U13. Clean-up

- Removal of Retail Specialist language (classification removed during 2023 bargaining)
- Removal of Legacy pension language
- Removal of Pharmacy language



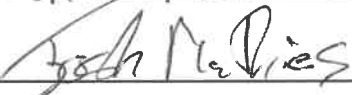


U14. Department Head responsibilities and pay

Within 30 days of ratification, the Employer and Union will meet to discuss compensation and expectations for workers who are performing increased responsibilities, including but not limited to ordering, training, and leading their department's upkeep and maintenance.

The Union bargaining committee will recommend ratification.

UFCW Local 663

Oxendale's Market

Name: <u>Josh Christensen</u>	Name: <u>Neil Oxendale</u>
Signature: <u></u>	Signature: <u></u> <small>Neil Oxendale (Jul 24, 2025 14:02:32 CDT)</small>
Name: <u>Joshua Mathias</u>	
Signature: <u></u>	
Name: <u>Jennifer Hagen</u>	
Signature: <u></u>	
Name: <u>Rebecca Chang</u>	
Signature: <u></u>	