



Oxendale's – UFCW Local 663 Tentative Agreement Document  
March 9, 2023 @ 12pm

**Wages and Benefits**

- 1) Wage increases for all FT and PT employees with modernized wage scales (see Appendices)
- 2) Pay equity - existing employees will receive an increase when new employees are hired at a higher or equal rate, comparable experience shall be taken into account
  - o Employees with more than 1 year of experience will receive \$0.50 above the new hire
  - o Employees with more than 2 years of experience will receive \$0.75 above the new hire
  - o Employees with more than 3 years of experience will receive \$1.00 above the new hire
  - o Employees with more than 4 years of experience will receive \$1.25 above the new hire
  - o Employees with more than 5 years of experience will receive \$1.50 above the new hire
  - o Employees with more than 6 years of experience will receive \$2.00 above the new hire
- 3) Redirect Oxendale's portion of H&W funds to employee wage bonus per Union proposal, distributed equally between all employees employed as of March 4, 2023.
- 4) Section 23.1 Full-Time Waiver  
...increase to \$21.00 ~~\$47.83~~ for the duration of the waiver period... up to a maximum of one thousand two hundred (1,200) hours of said period. When an employee exceeds the maximum of 1200 hours, the employee will become a Full-time Food Handler.
- 5) Section 5.5: When an employee ~~full-time~~ relieves a department head who is on time off ~~during a one (1) week period or longer~~, the employee shall be paid the department head rate of pay.
- 6) Health & Welfare  
Employer will make breakeven/true cost contributions per Union proposal, with no increase to employees

	March 2023 TOTAL	Employer contribution	Employee contribution	March 2024 TOTAL	Employer contribution	Employee contribution
FT	\$269.83	\$239.83	\$30.00	\$287.82	\$257.82	\$30.00
MOD PT	\$158.32	\$143.32	\$15.00	\$168.84	\$153.84	\$15.00
ANCILLARY	\$6.58	\$5.58	\$1.00	\$6.76	\$5.76	\$1.00

- 7) The Employer will provide a store discount of 10% to all employees by May 1, 2023.



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**Hours of Work**

- 1) Clopening / Hours between scheduled shifts: All employees who have worked a complete shift shall be given a minimum of eleven (11) hours before the next scheduled work shift, unless by mutual agreement.
- 2) The Employer will make every effort to provide more predictable and regular schedules.

**Classification**

- 1) Courtesy will be guaranteed 15 hours per week
- 2) All department heads shall be classified as "traditional" full time for all intents and purposes of the contract. Any department head who is demoted or chooses to step down will maintain "traditional" full time status [or "Classified Assistant" status, depending on previous classification. If no previous classification...]
  - Employees who step down from their classification will not be penalized, hours and location will remain the same.
- 3) Ratios - Increase PT top 24% to 30%
- 4) All Modified and Regular part-time employees will be scheduled to work a minimum of fifteen (15) hours, and a maximum of thirty-nine point nine (39.9) hours of employment each week, in no more than five (5) days Sunday through Saturday, exclusive of holiday hours worked and/or for which they are paid but have not worked. Employees will be paid straight time pay and will not trigger full-time health and welfare contributions. This clause will sunset at the end of the term of this collective bargaining agreement.

**Paid Time Off:**

- 1) Holiday – Add Martin Luther King Jr. day to paid holidays
- 2) Article 15 (I): The Employer agrees to pay the weekly health and welfare payment for those part-time employees ~~with five (5) years or more service,~~ with the same Employer, when said part-time employees are on a paid vacation.
- 3) Increase Bereavement
  - o All full-time and part-time employees on the seniority list shall be entitled to bereavement pay according to the following:
  - o A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, child or stepchild.



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- A maximum of three (3) ~~two (2)~~ days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild.
- ~~One (1) day of leave with pay to attend the funeral in the event of the death of a grandparent or grandchild.~~

- 4) Vacation donation in 1 day increments
- 5) Use vacation time in 1 hour increments or half days

**Working Conditions**

- 1) The Employer will allow and provide water, stools for cashiers, and updated/new floor mats wherever needed for employee safety and comfort.
- 2) Labor Management Committee: The Employer will convene a Labor Management Committee of at least 4-5 employees, during work time, to address and resolve concerns on a timely basis. Union representatives will be allowed to participate. This committee will meet monthly for the first 6 months and then every other month thereafter. Additional meetings will be scheduled as needed.

Safety walks will also be conducted at least once a month with representatives from management and employees.

The Employer will ensure notes are accessible to all employees and Union representatives.

- 3) 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:
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
  - 5. The Employer will not interrogate any employee about the employee's SSN.



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### Union Employer Cooperation

- 1) Electronic schedules - The Employer shall supply to the Union an electronic copy of work schedules weekly. Entire weekly schedules for all associates and departments shall be provided in Excel spreadsheets and emailed as attachments to the Union.
- 2) The Employer will allow Union representatives to provide a Union orientation for employees during the Employer's new hire orientation meetings.
- 3) Section 11.7 SPUR (Special Project Union Representative) Leave: A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a 30-day minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health & Welfare and Pension programs as provided by the agreement during this leave of absence. The Employer would provide this leave without loss of seniority. ~~For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union.~~
- 4) Replace BMS with FMCS

### Language Clean Up:

- 1) Add to Appendix A-1 Sunday Clause a note to see Section 2.5(A) re: Mod PT
- 2) Visitation: use "Union representative" instead of "business agent" or "business representative"
- 3) Term of agreement should read: ...shall be in effect as of March... and continue in full force and effect through 11:59pm on March...

Term of Agreement: 2 years – March 4, 2023 to March 1, 2025

Employer representative

Signature

Title: *Pres. dt*

Date: *3/13/23*

Union representative

Signature

Title: President

Date: March 13, 2023

**APPENDIX XX: UFCW 663 2023-2024 COLLECTIVE BARGAINING AGREEMENT**  
**All Part-time Minimum Rates, including Group 3 and Carryout and Maintenance**

Step	Years (new progression)	Effective 3/6/202	Effective 3/5/202
Step 1	0-1 yr	\$11.75	\$11.75
Step 2	1 yr	\$12.00	\$12.00
Step 3	6 months	\$12.25	\$12.25
Step 4	6 months	\$12.75	\$12.75
Step 5	6 months	\$13.25	\$13.25
Step 6	6 months	\$14.25	\$14.25
Step 7	6 months	\$14.50	\$14.50
Step 8	6 months	\$14.75	\$14.75
Step 9	6 months	\$15.00	\$15.00
Step 10	6 months	\$15.50	\$15.90

Employees above scale will receive the following increase:

3/6/2021	\$0.40
3/5/2022	\$0.40

	Effective 3/4/2023	Effective 3/2/2024
Step 1	\$15.50	\$15.50
Step 2	\$15.85	\$15.85
Step 3	\$16.20	\$16.20
Step 4	\$16.55	\$16.55
Step 5	\$16.90	\$16.90
Step 6	\$17.25	\$17.25
Step 7	\$17.60	\$17.60
Step 8	\$17.95	\$17.95
Step 9	\$18.30	\$18.30
Step 10	\$18.65	\$18.65

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Employees who are below this scale, will place in at the new beginning of this scale on 3/4/2023.  
 Employees who are above the new minimum but less than 12 months will place in laterally at the rate above their current rate on 3/4/2023.  
 Employees with more than 12 months will place in to the step that is at least \$0.35 above their current rate on 3/4/2023.  
 Employees with more than 5 years of service will place in to the step that is at least \$0.75 above their current rate on 3/4/2023.  
 Employees will progress on the scale every 6 months.

Employees at the top or above scale will receive \$0.40 at ratification and \$0.40 every 6 months.

All EEs to remain \$0.20 above city, county, state or federal minimum.

Edit to this page – should read: Employees at the top or above scale will receive \$0.40 at 3/4/23 (instead of “at ratification”) and \$0.40 every 6 months.

UFCW 663 Package Proposal to Oxendales, Mar 9, 2023 @ 10:30am  
**APPENDIX XX: UFCW 663 2023-2024 COLLECTIVE BARGAINING AGREEMENT**  
**Hourly Full-time Minimum Grocery Rates**

	3/5/2022
Assistant Manager	\$27.83
Produce Department Head	\$27.83
Frozen Food Department Head	\$27.83
Bookkeeper or Head Cashier	\$27.83
Delicatessen Department Head	\$27.83
Company Designated	\$27.83

Classification	Effective 3/4/2023	Effective 3/2/2024
Assistant Manager	\$29.08	\$29.83
Produce Department Head	\$29.08	\$29.83
Frozen Food Department Head	\$29.08	\$29.83
Bookkeeper or Head Cashier	\$29.08	\$29.83
Delicatessen Department Head	\$29.08	\$29.83
Company Designated (Up to 3 per store)	\$29.08	\$29.83
	\$1.25	\$0.75

**Full-Time Food Handlers and Pharmacy Employees**

Employees who are below this scale, will place in at the new beginning of this scale.  
 All others place into the scale at the rate at least \$1.00 above current rate.  
 Then progress to the next step annually.

Convert to Steps	Effective 3/4/2023	Effective 3/2/2024
Step 1	\$21.00	\$21.00
Step 2	\$22.75	\$22.75
Step 3	\$24.50	\$24.50
Step 4	\$26.25	\$26.25
Step 5	\$28.00	\$28.83
	\$1.25	\$0.75

Full-time Food Handlers & Pharm	3/5/2022
0-6 mo	\$15.45
6-12 mo	\$15.98
1-2 yr	\$17.14
2-3 yr	\$17.52
3-4 yr	\$18.06
4-5 yr	\$21.00
5+ yr	\$26.83

**Classified Assistant**

Employees who are below this scale, will place in at the new beginning of this scale.  
 All others place into the scale at the rate at least \$1.00 above current rate.  
 Then progress to the next step annually.

Convert to Steps	Effective 3/4/2023	Effective 3/2/2024
Step 1	\$19.60	\$19.60
Step 2	\$21.20	\$21.20
Step 3	\$22.80	\$22.80
Step 4	\$24.40	\$24.40
Step 5	\$26.00	\$26.83
	\$1.25	\$0.75

Classified Assistant	3/5/2022
0-1 yr	\$17.83
1-2 yr	\$18.83
2-3 yr	\$19.60
3-4 yr	\$20.50
4+ yr	\$24.83

**Retail Specialist**

Eliminate, Convert all RS to CA  
 Progress to the next highest rate in CA scale, place in to scale at least \$1.00 above current rate

Retail Specialist	3/5/2022
0-1 yr	\$15.75
1-2 yr	\$16.75
2-3 yr	\$17.75
3-4 yr	\$18.75
4+ yr	\$20.30

**Full-Time Maintenance**

Convert all FT Maintenance to CA scale  
 Progress to the next highest rate in CA scale  
 Sun remains outside the work week

Full-Time Maintenance	3/5/2022
0-6 months	\$15.00
6-12 months	\$15.95
1-2 years	\$16.90
2-3 years	\$17.85
3-4 years	\$18.80
4-5 years	\$19.75
5+ years	\$21.43

FT Employees above scale will receive the following increases

3/6/2021	\$0.50
3/5/2022	\$0.60

Full-time employees who are top or above scale will receive the following increases

Effective 3/4/2023	\$1.25
Effective 3/2/2024	\$0.75

UFCW 663 Package Proposal to Oxendales, Mar 9, 2023 @ 10:30am  
APPENDIX XX: UFCW 663 2023-2024 COLLECTIVE BARGAINING AGREEMENT  
Hourly Minimum Meat Rates

	3/5/2022
Head Meat Cutter	\$28.94
Journeymen	\$27.94
Modified PT Meat Cutter	\$17.50

Classification	Effective 3/4/2023	Effective 3/2/2024
Head Meat Cutter	\$30.19	\$30.94
Journeymen	\$29.19	\$29.94
Modified PT Meat Cutter*	\$18.75	\$18.75

\*Upon successful completion of a twelve (12) month program, Modified PT Meat Cutter will become FT Classified Assistant.

If Oxendales can confirm there are no EEs in this classification, eliminate

Apprentices	3/5/2022
0-6 mo	\$16.46
6-12 mo	\$16.89
12-18 mo	\$18.46
18-24 mo	\$20.13
2+ yr	\$27.94

Meat Helper	3/5/2022
0-6 mo	\$15.45
6-12 mo	\$15.98
1-2 yr	\$17.14
2-3 yr	\$17.52
3-4 yr	\$18.06
4-5 yr	\$21.00
5+ yr	\$26.82

If Oxendales can confirm there are no EEs in this classification, eliminate

Service Employee	3/5/2022
0-6 mo	\$13.25
6-12 mo	\$13.65
1-2 yr	\$15.24
2+ yr	\$24.05

If Oxendales can confirm there are no EEs in this classification, eliminate

FT Employees above scale will receive the following increases

3/6/2021	\$0.50
3/5/2022	\$0.60

Full-time employees who are top or above scale will receive the following increases

Effective 3/4/2023	\$1.25
Effective 3/2/2024	\$0.75