

**Collective Bargaining Agreement**  
between  
**United Food and Commercial Workers (UFCW),  
Local 663**  
and  
**the Minnesota Newspaper & Communications Guild,  
TNG-CWA Local 37002**  
**August 21, 2024 through February 28, 2027**



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# PREAMBLE

This agreement is entered into this 21<sup>st</sup> day of August, 2024, by and between the United Food and Commercial Workers Local 663, hereinafter referred to as the “Employer” or “UFCW Local 663”, and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002 (AFL-CIO), hereinafter referred to as the “Guild” or “Union.”

## ARTICLE 1: RECOGNITION

Section 1. Recognition. The Employer recognizes the Guild as the sole and exclusive bargaining agent of all full-time and regular part-time employees of the Employer, including but not limited to employees in the following classifications: field representatives, organizers, lead organizers, membership and grievance leads, bookkeeper, communications specialists, and office coordinators; excluding all supervisors, confidential employees, and guards, as defined by the Act.

Section 2: Other Exclusions. President, Secretary Treasurer, Temporary employees, Special Project Union Representatives (SPURs), interns, Walking Stewards and Chief Stewards, employees of MRMC&FH Properties, and International Union staff performing work in UFCW 663 jurisdiction shall all be excluded from this Agreement. The employment of a temporary or contract work employee shall not be permitted to cause the layoff or discharge of a Bargaining Unit employee qualified to do the same work on the same campaign or project. If a temporary employee is retained beyond one year, the employee will be reclassified as a Bargaining Unit employee, unless there is mutual agreement to extend.

Section 3. New Positions. The Employer shall notify the Guild of its intention to create any new position(s), prior to the position(s) being posted. Upon request, the parties shall meet to discuss the inclusion/exclusion of new position(s) in the bargaining unit. In the event there is a dispute regarding the inclusion/exclusion of the position(s) from the bargaining unit, the parties may mutually agree to utilize mediation prior to engaging in a unit clarification hearing.

Section 4. Membership in UFCW Local 663. Employees covered by this Agreement are required to become members of UFCW Local 663 and UFCW International as a condition of employment.

## ARTICLE 2: MANAGEMENT RIGHTS

Section 1. Except to the extent expressly limited in this Agreement, the Employer retains the exclusive right to manage, operate, and administer the affairs of UFCW Local 663 and to direct its workforce.

## ARTICLE 3: NON-DISCRIMINATION AND PROMOTION OF DIVERSITY

Section 1. The Employer and the Guild agree not to discriminate in any way against employees covered by this Agreement because of age, sex, race, creed, color, national origin, immigration status, criminal background, place of residence, marital status, parental status, family status or relationship, public breastfeeding, sexual or affectional orientation, gender identity or

expression, political party affiliation, religious beliefs, personal appearance, weight or body size, mental or physical disabilities which may be reasonably accommodated, or any other trait not here listed that is protected under federal, state, or local law.

Section 2. The Employer and the Guild agree that no employee shall be discriminated against because of their Guild membership, or participation, or lack thereof, in the Guild.

Section 3. Diverse staff. The employer will attempt to recruit, retain, and promote a diverse staff.

Section 4. Supporting an Inclusive Workplace for 2SLGBTQIA+ Staff. If an Employee is nonbinary or transgender and intends to or is going through a transition in gender identity (with or without surgery or therapy), chooses to disclose, and asks for Employer accommodation, the Employer and the Employee (with or without Guild representation, as requested by the employee) will:

1. notify co-workers of the employee's status or transition, in the manner of the employee's choosing;
2. if the employee requests, the Employer and the Guild, in consultation with the employee, will develop a training for staff, including the schedule for and frequency of the training;
3. designate at least one restroom as gender neutral; and
4. notify everyone at the workplace or engaged in the Employer's business to speak or refer to transgender and/or nonbinary workers by the name(s) they choose and the pronouns they identify with.

The Employer will by request, change all legal and financial records (unless such documents may not be changed without legal name change and/or gender marker) so that all records use the names a transgender and/or nonbinary employee(s) choose and the pronouns they identify with.

The Employer agrees that by request, to update any transgender and/or nonbinary employee's workplace materials (e.g., digital communication platforms, printed office materials and publications, workplace equipment, email etc.), and agrees to not share the birth name or assigned sex at birth of any transgender and/or nonbinary employee without consent as to respect their individual choice.

## ARTICLE 4: UNION SECURITY

Section 1. All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Guild in good standing within thirty (30) days after the signing of this Agreement or the date of hiring, whichever is later.

Section 2. Upon written notice from the Guild that an employee is not in good standing, the Employer agrees to terminate employment of said employee within thirty (30) days after receipt of the written notice from the Guild.

Section 3. Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of all Guild members all Guild membership dues, fees and assessments and pay such deductions to the Guild no later than the tenth of each month. Such membership dues, fees and assessments shall be deducted from the employee's earnings in accordance with the amounts set forth by the Guild.

Section 4. The payroll deduction shall be made upon receipt by the Employer of an official authorization form signed by the employee.

Dues Deduction Form.  
To: UFCW Local 663

I hereby assign to the Minnesota Newspaper & Communications Guild from any salary or wages earned or to be earned by me as your employee, an amount equal to all union initiation fees, dues and assessments lawfully levied against me by the union for each payroll period following the date of this assignment as certified by the Minnesota Newspaper & Communications Guild.

I hereby authorize and request you to check-off and deduct such amounts from each payroll period for which such initiation fees, dues and assessments are levied and the union so notified you, from any earnings then standing to my credit as your employee, and to remit the amount deducted to the Minnesota Newspaper & Communications Guild.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be renewed automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between yourself and the union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the union by registered mail, or delivered to the union office in person, not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between yourself and the union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

Date	Employee's Signature	Print Name
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Section 5. The Guild shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken, or not taken, by the Employer for the purpose of complying with any provisions of this Article.

## ARTICLE 5: UNION REPRESENTATION

Section 1. Bargaining Unit employees shall have the unrestricted right to designate a representative in any grievance-related situation and to have such employee present during any meeting with management which has the potential to lead to disciplinary action and/or where disciplinary action may be administered.

Section 2. Employees elected to Guild office or as a delegate will be permitted to attend meetings and events (including convention), not to exceed seven (7) consecutive calendar days, with at least three (3) weeks' notice to the Employer. Such time shall be considered work time for all purposes under this agreement.

Section 3. Employees will be allowed to hold Guild meetings, of reasonable frequency and duration, on the Employer's premises without management present.

Section 4. New Hire Orientation. Guild representatives will be allowed to provide specific training of reasonable duration about the Guild to all new employees within the first ninety (90) days of employment.

## ARTICLE 6: INFORMATION PROVIDED TO THE GUILD

Section 1. The Employer shall furnish to the Guild on an annual basis a list containing the following information for all employees covered by this Agreement:

1. Name, address, and date of birth.
2. Gender and pronouns (if provided to the Employer).
3. Date of hire.
4. Job title.
5. Salary.

Section 2. Notification of changes. The Employer shall notify the Guild in writing or electronically no later than ten (10) days after any of the following events:

1. newly hired bargaining unit employee, including all information listed in Section 1 above.
2. resignations, terminations, discipline, retirements, deaths, promotions, and/or transfers out of the bargaining unit.
3. salary/wage increases outside scheduled contractual increases granted by name of the employee, individual amount, resulting new salary and effective date.
4. changes in written, formal job description responsibilities for bargaining unit employees.

## ARTICLE 7: HIRING, ONBOARDING & JOB DESCRIPTIONS

Section 1. Hiring Committee. In most circumstances, the Employer will use a hiring committee process for hiring new positions at UFCW Local 663. When the Employer uses a hiring committee, at least three (3) Guild members will be invited to participate in that process. In the case that no Guild member expresses interest in joining the hiring committee within two (2) days of the request, the process can continue without a Guild member participant.

The full hiring committee shall have access to the complete set of applications received and may review the entire set and provide input on a timely basis to the person in management responsible for final decision on hiring. The hiring committee shall, in a timely manner, determine which candidate(s) will be invited to be interviewed. The full hiring committee shall be invited to each candidate's interview. After all of the interviews are concluded, the hiring committee shall meet to discuss the candidates. The hiring committee shall recommend to the Employer the candidate(s), if any, that it considers to be best qualified for the position(s). The Employer has full discretion to make final hiring decisions.

Section 2. Onboarding. The Employer shall provide all new employees with a basic orientation in the first week of employment that covers the procedures, policies, and practices of the operation of the Employer as well as an explanation of all salary and all benefits. The Employer shall provide all new employees with an organizational chart and contact information for all UFCW Local 663 staff.

Section 3. Job Descriptions. Within six (6) months of ratification of this Agreement, current job descriptions will be updated. Employees will be notified of any changes to job descriptions and be afforded an opportunity for input and feedback. New hires will receive a full job description upon hire.

Section 4. Posting. In the event of a vacancy or new position within the bargaining unit, the Guild and each employee shall be notified by email prior to or concurrently with posting the position externally, indicating the responsibilities of the job and minimum qualifications. Vacancies or new positions will be posted for a minimum of fourteen (14) calendar days.

## ARTICLE 8: PROBATIONARY PERIODS

Section 1. Introductory Probationary Period. New employees will be subject to a six (6) calendar month probationary period, during which the employee(s) are at-will and may be disciplined or discharged with or without just cause. Employees on their introductory probationary period shall have no recourse to grieve such discipline or discharge under the Grievance & Arbitration provisions of this Agreement. All other provisions of this Agreement will apply.

On or before the two (2) month anniversary date and on or before the four (4) month anniversary date, the progress of the new employee will be reviewed in a formal evaluation process with the employee.

An employee's probationary period may be extended by written agreement of the Employer and the Guild.

Section 2. Membership Return Rights. During a new employee's introductory probationary period, whereby the new employee is hired from within the UFCW membership, the employee shall retain rights to return to their previous employer, as permitted by the respective CBA. Upon completion of their introductory probationary period, the employee shall, as a condition of employment, terminate their employment with their former employer and no longer retain such rights.

Section 3. Promotions/Transfers. Employees who move into a different classification (in or outside the bargaining unit) will be subject to a three (3) month probationary period, during which either the employee or the Employer, may initiate a return to their previously held position.

## ARTICLE 9: SENIORITY AND LAYOFFS

Section 1. Seniority. Seniority for all employees shall be defined as the employee's most recent date of hire with UFCW Local 663. In the event of a tie in seniority, the employee's length of membership with UFCW Local 663 will be the tiebreaker. In the event neither employee has previous UFCW Local 663 membership, seniority will be determined by the greater number of the employee's last four (4) digits of the employee's social security numbers.

Section 2. Vacation Accrual Seniority. Provided there is no substantive break in employment, seniority for purposes of vacation accrual shall be recognized as the earliest of:

- 1) the date of hire with the Employer,
- 2) the date of hire at an employer represented by UFCW Local 663,

- 3) the date of hire with another UFCW Local Union, or
- 4) the date of hire with UFCW International Union.

Section 3. In the event of a merger with another local, seniority rights of Employees covered by this Agreement shall apply.

Section 4. Qualified employees who are interested in a posted vacancy shall be considered for the position, by seniority (as defined by Article 11, Section 1- Seniority), before hiring from outside the UFCW 663 staff.

Section 5. Layoff/Reduction in Force. It shall be the goal of the Employer, whenever possible, to provide a minimum of sixty (60) days' notice prior to a reduction in force. Prior to any reduction in force, the Employer and the Guild shall meet to discuss alternative cost-savings measures. When such alternative cost-savings measures are considered, it shall be the goal of the Employer and the Guild that such measures shall be implemented in an equitable manner.

In the event it becomes necessary to layoff employees for any reason, all temporary and part-time employees (including SPURs) in the same classification and geographic area shall first be removed and the remaining employees shall be laid off in the inverse order of their seniority in their classification and geographic area. No layoff shall become effective prior to twenty-one (21) calendar days after the date upon which the employee was given written notice of a layoff. All employees, organization-wide, with less seniority will also be notified of the potential of being bumped and laid off, pursuant to Article 11, Section 6.

Geographic areas are offices located in: Twin Cities Metro, Worthington, and Austin.

Section 6. Bumping Rights. An employee who has received a layoff notice has the right, by seniority and if deemed qualified, to (in the following order):

1. Opt to fill a vacancy.
2. Bump the least senior employee in their current classification in another geographic area.
3. Bump the least senior employee in a previously held classification in their geographic area.
4. Fill a vacancy in any lower or equal classification for which the employee is determined to be qualified by the Employer.
5. Bump the least senior employee in another classification for which the employee is determined to be qualified by the Employer.

At any point in the bumping process, an employee may choose to be placed on the recall list rather than accept a vacancy or bump another employee.

Section 7. Recall. Employees shall be recalled from layoff according to their seniority in their classification before anyone is hired into the classification.

Laid off employees will be notified of any vacancies/postings and may apply for the position and, if there are no more senior qualified applicants, shall be recalled to that position.

Employees being recalled shall be notified via phone and email and will have four (4) calendar days, excluding holidays, to accept the recall or shall lose their rights to be recalled to that position and shall remain on the recall list. An employee may choose to remain on the recall list



rather than accept a recall to a position in a geographic area other than that from which they were laid off.

Employees shall remain on the recall list for one (1) year from the date of layoff.

## ARTICLE 10: SEVERANCE

Section 1. Layoffs. Employees who have successfully completed their introductory probation and are being laid off shall receive severance equal to one week's pay for each complete year of seniority. If an employee has less than one year of seniority with the Employer, they will receive one week of severance.

Section 2. Retirement. Employees who retire shall receive severance in the amount of their unused vacation time, consistent with Article 17 Section 2 Vacation Payout.

Section 3. Employee Option. Employees will have the option of receiving their severance as a lump sum paid in full as part of the employee's final paycheck or as a continuation of their regular compensation for the corresponding number of days/weeks of severance.

Section 4. Termination for Cause. Employees who are terminated for cause are not eligible for severance or continuation of Health & Welfare contributions beyond the date of their termination.

## ARTICLE 11: PERFORMANCE REVIEWS & PERSONNEL FILES

Section 1. Performance Reviews. All employees shall receive an annual written performance review between November 1 and December 31 of each year. The review will be for the purpose of improving employee performance and will not be used as part of any disciplinary action or in determining raises.

Section 2. Supervisor Reviews. The Guild may provide employees with a form by which employees can provide written performance reviews of their supervisors. Such reviews of supervisors shall be submitted to the President.

Section 3. Personnel Files. The contents of the employee's personnel file shall be disclosed at any time to the employee and/or the Guild representative upon the written request of the employee. An employee shall be allowed to place a response to any progressive discipline contained in their personnel file.

## ARTICLE 12: PLANNING, VISION, AND VOICE

Section 1. Labor Management Committee. In order to provide a means of continuing communication between the parties, a Labor/Management Committee (LMC) shall be established of representatives of the Guild and the Employer. This Committee shall include at least three (3) Guild members and two (2) Employer representatives. The LMC shall meet no less than every two (2) months, but more frequently as requested by either party. The parties may mutually agree to cancel or postpone meetings on occasion.

The LMC shall endeavor to discuss issues of significance prior to their implementation, including timelines and deadlines for action.

Responsibility for facilitating the LMC meeting shall alternate, meeting by meeting, between the Guild and the Employer. The facilitator is responsible for ensuring the meetings are scheduled, confirmed, and do take place. The facilitator is also responsible for keeping track of topics for the agenda, and will share them at least twenty-four (24) hours prior to the scheduled LMC meeting. Additional topics may be added during the meeting for discussion.

Section 2. Executive Board Advisory Committee. Two (2) bargaining unit members shall be invited to and expected to be present at Executive Board meetings and events as Advisory Committee members, whereby the bargaining unit members are provided a voice but no vote on executive board matters. Advisory Committee members shall be included in all communication sent to Executive Board members. The Guild shall have an internal process to select the Guild members and alternates to sit on the UFCW Local 663 Executive Board Advisory Committee.

If there is one (1) bargaining unit member serving on the Executive Board (elected or appointed), the number of Advisory Committee members shall be reduced to one (1) bargaining unit member. If two (2) or more bargaining unit members serve on the Executive Board (elected or appointed), then there shall not be any bargaining unit members on an Advisory Committee.

Attendance on the Advisory Committee shall be considered paid work time and will not receive any additional compensation.

## ARTICLE 13: HOURS OF WORK & WORKLOAD

Section 1. Employees of the bargaining unit are salaried employees who are expected to manage their own work schedule to accommodate personal needs while still completing the expectations of their job. Work schedules are highly variable, often demanding evening and weekend work. Employees are encouraged to normally have two (2) days off per week, or the equivalent thereof. The Employer will support employees in accommodating personal needs.

Section 2. The Employer is committed to supporting employees in balancing the demands of their work and non-work lives.

Section 3. Employees will regularly meet with their supervisor to discuss the expectations of their work and their workload. The employee's supervisor will work with the employee to make adjustments to their workload as needed to mitigate excessive workloads. Following intense periods of work, the Employer will be intentional and flexible in assigning workloads. Employees are encouraged to inform their supervisor when they believe their workload is excessive, and will not experience repercussions for voicing such concerns.

## ARTICLE 14: SALARY

Section 1. Wage Scales. See Appendix A and Appendix B: Wage Scales. The parties to this Agreement have reached a letter of agreement (LOA #1) concerning all current employees at the time of this Agreement's ratification regarding placement on wage scales and salary increases effective within the calendar year 2024.

Section 2. Progression. Employees hired before July 22, 2024, shall annually in March, progress to the next step in the Wage Scale, effective the first full pay period following March 1.

Employees hired after July 22, 2024, shall annually progress to the next step in the Wage Scale on the first full pay period following the anniversary of their employment at UFCW Local 663.

Section 3. New Hire Wage Placement. The Employer reserves the right to place new hires on the Wage Scale, in their sole discretion, from Step 1 up to Step 8. Should the Employer desire to hire at a higher step, the Employer may do so with mutual agreement from the Guild.

Should the Guild have pay equity concerns, the parties agree to discuss such matters in Labor-Management Committee and, should a newly hired employee be hired at a higher step than an existing employee in the same classification with comparable or more experience, the Employer agrees to move the existing employee to at least the Step of the new hire.

## ARTICLE 15: HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

- January 1st
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Indigenous Peoples' Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

The Employer is committed to recognizing celebrated holidays of all employees. Employees who wish to exchange holidays may do so with prior permission.

Section 2. When any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday. When a holiday falls on a weekend, the Employer may, in its sole discretion, offer employees the individual choice of observing the holiday on alternate days.

Section 3. Employees shall not normally be required to work on holidays. In the unlikely circumstance that an employee is required to work on a holiday, the employee shall be permitted to take two (2) alternate days off of their choosing within thirty (30) calendar days.

## ARTICLE 16: PAID SICK AND SAFE LEAVE

Section 1. Paid Sick and Safe Leave. The Employer does not limit the amount of paid sick and safe time employees can utilize annually and employees are permitted to take paid sick and safe time immediately upon beginning employment.

Since the amount of paid sick and safe time is not limited for employees, there is no “accrued” time indicated on employee’s earning statements. As the amount of front-loaded paid sick and safe time exceeds the required amount under State law, unused sick and safe time is not paid out to employees at the end of the year or upon termination of employment. Sick and safe time is paid at employees’ regular rate of pay. Employees are not required to seek or find a replacement for their work obligations when they use paid sick and safe time. Employees may use paid sick and safe time for all or part of a workday, depending on their need.

Section 2. Notice. If an employee plans to use paid sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should inform their director by phone, email, and/or text as far in advance as possible, but at least one day in advance. In situations where an employee cannot provide advance notice, the employee should contact their director by phone, email, and/or text as soon as they know they will be unable to work.

## ARTICLE 17: VACATION

Section 1. Vacation. Each employee shall be awarded vacation on the first workday of each year based on their seniority consistent with Article 9 Seniority, Section 2, Vacation Accrual Seniority. Employees who are hired within the year will be given a pro-rated number of days corresponding to the day of their start date in the year.

Less than 3 years:	-	18 days vacation
3 to 8 years:	-	23 days vacation
Over 8 years:	-	28 days vacation

Vacation may be taken throughout the year. Seniority shall prevail in granting vacation requests.

Section 2. Vacation Payout. An employee separated from service due to resignation, retirement, or layoff, with at least fourteen (14) calendar days’ notice, shall receive payout of all unused vacation time, less the prorated portion of their vacation earned for that year. Employees who are terminated by the employer, except in cases of gross misconduct, will receive payout of all unused vacation time, less the prorated portion of their vacation earned for that year.

Section 3. Vacation Rollover. Unused vacation will roll over each year.

Section 4. Vacation Donation. Employees can donate their vacation days, in increments of 1 day, to other employees.

Section 5. Cash Out. Employees shall be able to cash out up to two (2) weeks’ vacation per year in the month of December.

Section 6. Employees are encouraged to use their vacation time and the employer will work with employees to schedule all vacation time off from work that employees earn.

## ARTICLE 18: OTHER LEAVES OF ABSENCE

Section 1. The Employer will provide eligible employees with any leave required by federal, state, and local law, including, but not limited to, the Minnesota Pregnancy and Parental Leave

Act, parental leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

Section 2. New Parent Leave. An employee will receive a paid leave of absence of up to sixteen (16) weeks in the first twelve (12) months of becoming a parent to a newborn, newly adopted, or newly placed foster child. Such leave may be extended with accrued vacation time. During this time, the Employer will continue to make all Health & Welfare and pension contributions.

Section 3. MN Paid Family Medical Leave Act. Prior to the implementation date of January 1, 2026, the Employer and the Union will meet to negotiate the impact of the MN Paid Family Medical Leave Act.

Section 4. Parental Leave. The Employer will strive to accommodate all requests related to parental responsibilities, for example: school conferences, sporting events, sporting events, field trips, and child concerts.

Section 5. Bereavement Leave. Employees shall be allowed up to ten (10) calendar days for bereavement leave without loss of pay in the event of a death of an immediate family member, five (5) calendar days for an extended family member, and three (3) calendar days for another person with whom the employee has a close relationship. Days of bereavement leave do not need to be taken consecutively.

Section 6. Jury Duty. Employees will have no loss of pay while serving jury duty.

Section 7. Victim or Witness Leave. An Employee who is a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, will be provided with reasonable time off from work to attend criminal proceedings related to the victim's case and may use paid time off.

An employee who is the victim of a violent crime or is the spouse or immediate family member of a victim of violent crime will be provided with reasonable time off from work with pay to attend criminal proceedings.

Employees who are victims of domestic abuse will be provided with reasonable time off from work with pay to obtain or attempt to obtain a restraining order or protective order.

Section 8. Unpaid Leave. Upon request, the Employer will offer a personal, unpaid leave of absence to employees. If an Employee is granted a leave, they shall be returned to their previous position upon completion of the leave.

Section 9. Military Leave. Employees shall be eligible for military leave for the period of active service in the Armed Forces or training duty in the reserve component of the Armed Forces, and for reinstatement after such leaves with no loss of seniority.

Section 10. Leave for Political Office. Employees who choose to run for local, state, or federal office shall be granted an unpaid leave of absence upon request without loss of seniority for purposes of running their campaign.

## ARTICLE 19: HEALTH INSURANCE AND OTHER BENEFITS

Section 1. Health and Welfare. Employees will continue to pay no more than a twenty dollars (\$20) weekly contribution toward their health and welfare fund for the life of this Agreement.

Section 2. The Employer shall continue to pay Health and Welfare contributions for all employees on a leave of absence whereby the employee remains in paid status.

Section 3. Fitness Room. 6160 Summit Fitness Room. Employees will be able to access the Brooklyn Center fitness room upon receipt of the waiver while UFCW Local 663 is located at 6160 Summit Drive.

Section 4. Life Insurance. Within sixty (60) days of ratification, the Employer will provide at least \$50,000 in life insurance coverage for each employee, at the Employer's expense. Employees will continue to be given the option to purchase supplemental coverage.

## ARTICLE 20: RETIREMENT

Section 1. The Employer will maintain access and implementation (including existing Employer contributions) of 663 Legacy Pension, 663 Variable Annuity Pension Plan (VAPP), and the International Pension for the life of this Agreement.

Section 2. 401(k). The Employer will endeavor to establish/participate in a 401(k) retirement plan that employees can elect to contribute to.

## ARTICLE 21: EXPENSES AND REIMBURSEMENTS

Section 1. Mobile Devices. Full-time employees will be provided with their choice of an Employer-paid phone or to use their personal mobile device for work-related communications. Employees who choose to use their personal device shall receive a stipend of \$75.00 per month.

Section 2. General Expenses. The Employer will reimburse all employees for all necessary and actual expenses incurred as a result of the duties of employment. All employees incurring such expenses shall submit a report on forms furnished by the Employer. Reimbursements for such expenses shall be subject to receiving prior approval by the Employer and providing proper documentation. Expenses submitted on a timely basis will be paid promptly.

Section 3. Automobile Expenses. Employees whose work necessitates regularly utilizing their personal vehicle, as determined by the Employer, shall receive a \$300 per pay period Auto Allowance.

An employee who documents business mileage that exceeds the biweekly stipend amount divided by the effective IRS rate, will receive the IRS mileage rate for each additional mile on an annual basis. Mileage documentation is to be submitted and paid in January of each year for the preceding calendar year.

Staff who do not receive a regular vehicle stipend will be reimbursed all mileage to be paid at the IRS prevailing rate, plus the actual receipted cost of parking fees, public transportation and taxis, incurred in the conduct of the Employer's business.

Section 4. Travel Assignments. If an Employee travels for work purposes over seventy-five (75) miles from their base office, the Employee will have the option to stay overnight in reasonable accommodation. Prior approval is needed for an overnight stay unless the Employee is engaged in unforeseen work after 7pm or travel conditions are dangerous.

Employees who stay overnight will receive per diem based on the Federal US Government GSA rates for M&IE. The Employee needs to submit a Per Diem Form to receive per diem.

Whenever practicable, Employees will be given at least two (2) weeks' notice ahead of any required travel out of state or overnight stays.

## ARTICLE 22: SAFETY AND HEALTH

Section 1. The Employer shall provide employees with the equipment required to perform their jobs including equipment needed to reasonably accommodate a disabled employee in the performance of the employee's job. All such equipment shall be safe and well maintained.

Section 2. Inclement Weather. In the event of hazardous weather employees will be allowed to stay off roads and will not be disciplined. Employees may be expected to work from home.

Section 3. An employee will not be disciplined for leaving a situation the employee deems physically unsafe. In such situations, the employee will notify their supervisor as soon as practicable.

## ARTICLE 23: JUST CAUSE DISCIPLINE & DISCHARGE

Section 1. Ongoing Development. Employees will receive ongoing regular coaching from their supervisor about their performance, including feedback about how employees can be more effective in their role and what improvements are needed to align with expectations. As part of these conversations, employees will have the opportunity to ask questions and request support they feel is needed to be successful. This is to occur prior to verbal warnings, the start of the formal progressive discipline process below.

Section 2. Progressive Discipline Process. No employee shall be disciplined or discharged without just cause except any employee may be dismissed during the employee's introductory probationary period without any recourse to the grievance procedure as contained in this Agreement. In the event an employee is suspended or discharged the Employer shall give such employee and the Guild a written notice within twenty-four (24) hours setting forth the reason(s) for the suspension or discharge.

The aim of progressive discipline is to be corrective, not punitive, and will normally be administered in the order below. The timeframe should be of sufficient duration so that the employee has an opportunity to improve on the performance concerns.

Verbal Warning. If regular coaching and feedback have not resulted in sufficient improvement, a verbal warning is issued to initiate the formal progressive discipline process. A verbal warning is intended to help the employee develop a solution and/or improve performance to the appropriate level and will be reduced to writing.

Written Warning. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. A written warning may also include as requested by the employer or employee, a Performance Improvement Plan (PIP) which will include how the supervisor will be supporting the worker to correct misconduct and/or performance issues.

Suspension or Final Written Warning. The Employer may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem or may issue a final written warning. The timeframe for any suspension shall be provided to the employee in writing but shall be a maximum of five (5) calendar days.

Discharge for Just Cause. The Employer may discharge an employee for serious or repeated misconduct or performance problems.

Section 3. If, after eighteen (18) months, no further action is taken for a similar offense, prior discipline would not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding.

Section 4. Suspension Pending Investigation. The Employer may place an employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute progressive discipline unless later converted to such by the Employer.

## ARTICLE 24: GRIEVANCE & ARBITRATION

Section 1. A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement.

Section 2. The Employer and the Guild shall attempt to resolve any grievance which may arise in the manner described below.

Step 1. Informal. An effort shall be made to resolve the Grievance between the employee and the immediate supervisor. An aggrieved employee may have a Guild representative's assistance with Step 1 upon request from the employee.

Step 2. Formal. If the matter is not satisfactorily resolved in Step 1, and/or the employee and/or a Guild representative wish to initiate a formal Grievance, it shall be set forth in writing, within thirty (30) calendar days of the issue giving rise to the dispute. The written grievance shall set forth the nature of the Grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the President and Secretary Treasurer of UFCW Local 663. Within fourteen (14) calendar days after receiving the written Grievance, the Employer and the Guild Representative(s) shall arrange a meeting with or without the grievant and attempt to resolve the Grievance. The Employer shall give management's written answer to the



designated Guild Representative(s) within ten (10) calendar days of the meeting. Failure by the Employer to respond within the designated timeline will be considered a denial of the grievance.

Step 3. Mediation. If no satisfactory settlement of the grievance is reached in Step 2, either the Employer or the Guild may make a written request to participate in a non-binding mediation of the grievance with the Federal Mediation and Conciliation Service (FMCS) within fourteen (14) calendar days after the Step 2 response is received or due. Participation in mediation is voluntary and must be mutually agreed to and shall be conducted before either party submits the grievance to arbitration.

Step 4. Arbitration. If mediation is unsuccessful in resolving the grievance, a request to participate in mediation is declined by one of the parties, or a timely request to participate in mediation is not made by either party, the Guild may submit a written demand for arbitration within fourteen (14) calendar days following the conclusion of the mediation, a declined timely request to participate in mediation, or Employer's response to the Step 2 meeting, whichever occurs latest.

Any arbitration requested under this Step 4 will be administered by the FMCS under its Labor Arbitration Rules.

The decision of the arbitrator shall be final and binding on all parties. If the parties are unable to agree on one arbitrator, either party may request a list of seven (7) locally available arbitrators from the Federal Mediation and Conciliation Services (FMCS). Each party, shall in turn, strike one name until one name remains which identifies the selected arbitrator. The party requesting arbitration shall strike the first name. Either party may, before striking names begins, request a new list if those supplied are not satisfactory. All expenses of the arbitration proceeding shall be shared equally between the two parties, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for compensation of its own representatives and witnesses.

Section 3. Grievances not presented within the time limits set forth above shall be forfeited. Any time limits in this Article may be waived or extended by mutual written agreement between the parties.

Section 4. Limitations of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing.

## ARTICLE 25: NO STRIKE - NO LOCKOUT

Section 1. There shall be no strikes or lockouts during the term of this Agreement.

## ARTICLE 26: MISCELLANEOUS

Section 1. Bargaining Unit Employees shall not be required to campaign or otherwise take part in the campaign organization of any Officer or aspirant for office in UFCW Local 663 elections.

Section 2. Employees are expected to refuse to cross a picket line of a legally striking union.

Section 3. To the extent permitted by law, the Employer shall assume any personal liability against an employee (including fines, posting of bail or bond, and reasonable attorney fees, if counsel is not provided by the Employer) arising out of any claim, suit, criminal prosecution or judgment against the employee because of any act the employee performs in the course of their duties of employment. Should an employee be temporarily incarcerated for the foregoing reasons, the employee's normal salary shall be continued for the period of temporary incarceration. These legal protection provisions shall not apply where the employee's actions are not in conformance with the policies or programs of the Employer, or are the result of negligence or irresponsibility on the part of the employee.

Section 4. The Employer may, in its sole discretion, close any of the UFCW Local 663 offices for the purposes of additional union business, community events, volunteer opportunities, or campaign needs. All Employees who office out of the affected location(s) shall be paid for the closure days and encouraged to participate in aforementioned activities. No employee will be disciplined if they choose not to volunteer.

Section 5. Upon prior approval from the Employer, Employees shall be reimbursed all costs connected with their participation in any classes or seminars that are relevant to the goals of the organization and/or enhance the Employee's ability to move to other areas of the organization. Any course(s) the Employer requires Employees to attend shall be paid for in full by the Employer including lost time. Employees shall be allowed to take courses during regular working time without loss of pay with prior approval from the Employer.

## ARTICLE 27: SAVINGS CLAUSE / SEVERABILITY

Section 1. Should any provision of this Agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the Agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with law.

## ARTICLE 28: SUCCESSORSHIP

Section 1. In the event the Employer shall, by merger, consolidation, assignee, trusteeship, or any other means, enter into an agreement with another entity which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor entity or individual shall recognize the Guild as the exclusive bargaining representative and be bound by all provisions of this Agreement as required by law or the terms of the UFCW International Constitution.

Section 2. The Employer shall give the Guild reasonable advance notice of any such anticipated event as described in Section 1.

Section 3. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any entity with which it seeks to make such an aforementioned agreement.

## ARTICLE 29: COMPLETE AGREEMENT

Section 1. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Employer policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 2. The terms of this Agreement shall supersede and nullify any individual agreements, whether written or verbally understood, regarding the terms and conditions of employment with the Employer.


## ARTICLE 30: DURATION & RENEWAL

This Agreement shall be effective as of August 21, 2024, and shall remain in effect until February 28, 2027, except as provided below. It shall be automatically renewed, on a yearly basis, thereafter unless either party shall notify the other at least sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of signature.

**EMPLOYER or UFCW LOCAL 663:**


By:   
Michael LaCoste (Aug 20, 2024 16:15 CDT)

By: Chelsa Nelson  
Chelsa Nelson (Aug 20, 2024 16:14 CDT)

**GUILD or UNION:**


By: Candace Lund  
Candace Lund (Aug 20, 2024 16:10 CDT)

By: Amber Allen  
Amber Allen (Aug 21, 2024 12:48 CDT)

By:   
Lauren Booth (Aug 22, 2024 14:19 CDT)


By: Eli Flores  
Eli Flores (Aug 21, 2024 08:15 CDT)

By: Rosemary Thoma  
Rosemary Thoma (Aug 20, 2024 20:57 CDT)


By:   
Vero Orellana Duran (Aug 21, 2024 11:31 CDT)


By: Jim Schommer  
Jim Schommer (Aug 22, 2024 08:53 CDT)

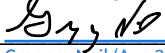
By: Lisa Thoma  
Lisa Thoma (Aug 23, 2024 08:26 CDT)

By:   
Jess Alexander (Aug 22, 2024 14:38 CDT)

By:   
Raquel Avila (Aug 21, 2024 11:40 CDT)


By:   
Rebecca Chang (Aug 21, 2024 08:02 CDT)

By:   
Jayson Gallager (Aug 21, 2024 14:49 CDT)

By:   
Gregory Neil (Aug 23, 2024 08:31 CDT)

By: Bunnard Phan  
Bunnard Phan (Aug 21, 2024 10:57 CDT)

By: Paul Swanson  
Paul Swanson (Aug 23, 2024 08:35 CDT)

By:   
Allana Olson (Aug 20, 2024 16:07 CDT)

Signature Page to Collective Bargaining Agreement

# APPENDIX A: Wage Scale

Beginning in 2025, all employees hired prior to July 22, 2024 will progress to the next step annually the first full pay period that follows March 1. Any employee earning an overscale rate will receive a \$2,550.00 annual salary increase the first full pay period that follows March 1.

## Annual Salary Rates for Full-Time Employees hired prior to July 22, 2024:

Administrative Positions	March 2024	March 2025	March 2026
Step 1	\$60,200.00	\$62,350.00	\$64,500.00
Step 2	\$61,700.00	\$63,850.00	\$66,000.00
Step 3	\$63,200.00	\$65,350.00	\$67,500.00
Step 4	\$64,700.00	\$66,850.00	\$69,000.00
Step 5	\$66,200.00	\$68,350.00	\$70,500.00
Step 6	\$67,700.00	\$69,850.00	\$72,000.00
Step 7	\$69,200.00	\$71,350.00	\$73,500.00
Step 8	\$70,700.00	\$72,850.00	\$75,000.00
Step 9	\$72,200.00	\$74,350.00	\$76,500.00
Step 10	\$73,700.00	\$75,850.00	\$78,000.00
Step 11	\$75,200.00	\$77,350.00	\$79,500.00
Step 12	\$76,700.00	\$78,850.00	\$81,000.00
Step 13	\$78,200.00	\$80,350.00	\$82,500.00
Step 14	\$79,700.00	\$81,850.00	\$84,000.00
Step 15	\$81,200.00	\$83,350.00	\$85,500.00

Field Positions	March 2024	March 2025	March 2026
Step 1	\$64,700.00	\$66,850.00	\$69,000.00
Step 2	\$66,200.00	\$68,350.00	\$70,500.00
Step 3	\$67,700.00	\$69,850.00	\$72,000.00
Step 4	\$69,200.00	\$71,350.00	\$73,500.00
Step 5	\$70,700.00	\$72,850.00	\$75,000.00
Step 6	\$72,200.00	\$74,350.00	\$76,500.00
Step 7	\$73,700.00	\$75,850.00	\$78,000.00
Step 8	\$75,200.00	\$77,350.00	\$79,500.00
Step 9	\$76,700.00	\$78,850.00	\$81,000.00
Step 10	\$78,200.00	\$80,350.00	\$82,500.00
Step 11	\$79,700.00	\$81,850.00	\$84,000.00
Step 12	\$81,200.00	\$83,350.00	\$85,500.00
Step 13	\$82,700.00	\$84,850.00	\$87,000.00
Step 14	\$84,200.00	\$86,350.00	\$88,500.00
Step 15	\$85,700.00	\$87,850.00	\$90,000.00

Bookkeeper Position	March 2024	March 2025	March 2026
Step 1	\$74,700.00	\$76,850.00	\$79,000.00
Step 2	\$76,200.00	\$78,350.00	\$80,500.00
Step 3	\$77,700.00	\$79,850.00	\$82,000.00
Step 4	\$79,200.00	\$81,350.00	\$83,500.00
Step 5	\$80,700.00	\$82,850.00	\$85,000.00
Step 6	\$82,200.00	\$84,350.00	\$86,500.00
Step 7	\$83,700.00	\$85,850.00	\$88,000.00
Step 8	\$85,200.00	\$87,350.00	\$89,500.00
Step 9	\$86,700.00	\$88,850.00	\$91,000.00
Step 10	\$88,200.00	\$90,350.00	\$92,500.00
Step 11	\$89,700.00	\$91,850.00	\$94,000.00
Step 12	\$91,200.00	\$93,350.00	\$95,500.00
Step 13	\$92,700.00	\$94,850.00	\$97,000.00
Step 14	\$94,200.00	\$96,350.00	\$98,500.00
Step 15	\$95,700.00	\$97,850.00	\$100,000.00

Lead Positions	March 2024	March 2025	March 2026
Step 1	\$79,700.00	\$81,850.00	\$84,000.00
Step 2	\$81,200.00	\$83,350.00	\$85,500.00
Step 3	\$82,700.00	\$84,850.00	\$87,000.00
Step 4	\$84,200.00	\$86,350.00	\$88,500.00
Step 5	\$85,700.00	\$87,850.00	\$90,000.00
Step 6	\$87,200.00	\$89,350.00	\$91,500.00
Step 7	\$88,700.00	\$90,850.00	\$93,000.00
Step 8	\$90,200.00	\$92,350.00	\$94,500.00
Step 9	\$91,700.00	\$93,850.00	\$96,000.00
Step 10	\$93,200.00	\$95,350.00	\$97,500.00
Step 11	\$94,700.00	\$96,850.00	\$99,000.00
Step 12	\$96,200.00	\$98,350.00	\$100,500.00
Step 13	\$97,700.00	\$99,850.00	\$102,000.00
Step 14	\$99,200.00	\$101,350.00	\$103,500.00
Step 15	\$100,700.00	\$102,850.00	\$105,000.00

## APPENDIX B:

Any employee hired after July 22, 2024 will move to the next step above the rate at which the employee was hired in the pay period that includes the employee's anniversary of hire.

Annual Salary Rates for Full-Time Employees hired after July 22, 2024:

Administrative Positions	March 2024	March 2025	March 2026
Step 1	\$60,500.00	\$62,500.00	\$64,500.00
Step 2	\$62,000.00	\$64,000.00	\$66,000.00
Step 3	\$63,500.00	\$65,500.00	\$67,500.00
Step 4	\$65,000.00	\$67,000.00	\$69,000.00
Step 5	\$66,500.00	\$68,500.00	\$70,500.00
Step 6	\$68,000.00	\$70,000.00	\$72,000.00
Step 7	\$69,500.00	\$71,500.00	\$73,500.00
Step 8	\$71,000.00	\$73,000.00	\$75,000.00
Step 9	\$72,500.00	\$74,500.00	\$76,500.00
Step 10	\$74,000.00	\$76,000.00	\$78,000.00
Step 11	\$75,500.00	\$77,500.00	\$79,500.00
Step 12	\$77,000.00	\$79,000.00	\$81,000.00
Step 13	\$78,500.00	\$80,500.00	\$82,500.00
Step 14	\$80,000.00	\$82,000.00	\$84,000.00
Step 15	\$81,500.00	\$83,500.00	\$85,500.00

Field Positions	March 2024	March 2025	March 2026
Step 1	\$65,000.00	\$67,000.00	\$69,000.00
Step 2	\$66,500.00	\$68,500.00	\$70,500.00
Step 3	\$68,000.00	\$70,000.00	\$72,000.00
Step 4	\$69,500.00	\$71,500.00	\$73,500.00
Step 5	\$71,000.00	\$73,000.00	\$75,000.00
Step 6	\$72,500.00	\$74,500.00	\$76,500.00
Step 7	\$74,000.00	\$76,000.00	\$78,000.00
Step 8	\$75,500.00	\$77,500.00	\$79,500.00
Step 9	\$77,000.00	\$79,000.00	\$81,000.00
Step 10	\$78,500.00	\$80,500.00	\$82,500.00
Step 11	\$80,000.00	\$82,000.00	\$84,000.00
Step 12	\$81,500.00	\$83,500.00	\$85,500.00
Step 13	\$83,000.00	\$85,000.00	\$87,000.00
Step 14	\$84,500.00	\$86,500.00	\$88,500.00
Step 15	\$86,000.00	\$88,000.00	\$90,000.00

Bookkeeper Position	March 2024	March 2025	March 2026
Step 1	\$75,000.00	\$77,000.00	\$79,000.00
Step 2	\$76,500.00	\$78,500.00	\$80,500.00
Step 3	\$78,000.00	\$80,000.00	\$82,000.00
Step 4	\$79,500.00	\$81,500.00	\$83,500.00
Step 5	\$81,000.00	\$83,000.00	\$85,000.00
Step 6	\$82,500.00	\$84,500.00	\$86,500.00
Step 7	\$84,000.00	\$86,000.00	\$88,000.00
Step 8	\$85,500.00	\$87,500.00	\$89,500.00
Step 9	\$87,000.00	\$89,000.00	\$91,000.00
Step 10	\$88,500.00	\$90,500.00	\$92,500.00
Step 11	\$90,000.00	\$92,000.00	\$94,000.00
Step 12	\$91,500.00	\$93,500.00	\$95,500.00
Step 13	\$93,000.00	\$95,000.00	\$97,000.00
Step 14	\$94,500.00	\$96,500.00	\$98,500.00
Step 15	\$96,000.00	\$98,000.00	\$100,000.00

Lead Positions	March 2024	March 2025	March 2026
Step 1	\$80,000.00	\$82,000.00	\$84,000.00
Step 2	\$81,500.00	\$83,500.00	\$85,500.00
Step 3	\$83,000.00	\$85,000.00	\$87,000.00
Step 4	\$84,500.00	\$86,500.00	\$88,500.00
Step 5	\$86,000.00	\$88,000.00	\$90,000.00
Step 6	\$87,500.00	\$89,500.00	\$91,500.00
Step 7	\$89,000.00	\$91,000.00	\$93,000.00
Step 8	\$90,500.00	\$92,500.00	\$94,500.00
Step 9	\$92,000.00	\$94,000.00	\$96,000.00
Step 10	\$93,500.00	\$95,500.00	\$97,500.00
Step 11	\$95,000.00	\$97,000.00	\$99,000.00
Step 12	\$96,500.00	\$98,500.00	\$100,500.00
Step 13	\$98,000.00	\$100,000.00	\$102,000.00
Step 14	\$99,500.00	\$101,500.00	\$103,500.00
Step 15	\$101,000.00	\$103,000.00	\$105,000.00