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Letter of Agreement

The **UFCW Local 663** and **Radermacher’s Cub Foods - Shakopee** have agreed that the terms of the Articles of Agreement currently in effect between United Food and Commercial Workers Union, District Local 663 and the Minneapolis Area retail grocery employers for the term beginning **March 5, 2023** and ending at 12:01 a.m. **March 1, 2025**, together with the Appendices and generally applicable Letters of Agreement incorporated therein (the Articles of Agreement), shall be adopted as the collective bargaining agreement between the Shakopee 1997 L.L.C. Store (the “Employer”) and United Food and Commercial Workers Union, District Local 663 (the “Union”), subject to those amendments, modifications and supplements or clarifications set forth in this Letter of Agreement.

1. The effective date of the original contract between the Union and the Employer was February 28, 1999 (the “Effective Date”).
2. References to the “bargaining unit” throughout the Articles of Agreement shall refer only to employees covered by the Agreement at the Shakopee 1997 L.L.C. store currently located at 1198 Vierling Drive East, Shakopee, MN 55379.
3. Notwithstanding the provisions of Article I of the Articles of Agreement and the terms of the “appropriate unit” descriptions set forth in the Bureau of Mediation Services “Certification Unit Determination” dated November 20, 1998, the following individual shall be excluded from the bargaining unit by reason of special circumstances: Thomas Schmidt. It is understood and agreed that, notwithstanding their exclusion from the contractual bargaining unit, the above named employee may continue to perform bargaining unit work at the store.
4. Notwithstanding the provisions of Article I of the Articles of Agreement and the terms of the “appropriate unit” descriptions set forth in the Bureau of Mediation Services “Certification Unit Determination” dated November 20, 1998, members of the Radermacher family (defined as Marilyn and Lee Radermacher, their sons, daughter, son-in-law and daughters-in-law, and their grandchildren) shall be permitted to work in the store and to perform bargaining unit work without the necessity of maintaining membership in good standing in the Union.

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5. With respect to the seniority provision set forth in Articles XVII and XVIII of the Articles of Agreement, it is agreed that employees of the Employer on the Effective Date shall be given credit for seniority purposes for time worked with Radermacher Foods prior to the date on which the Employer herein commenced its operations. Pursuant to Section 18.8 of the Articles of Agreement, there is attached as Exhibit A, the original companywide seniority list which reflects the appropriate seniority dates of the listed individuals.
6. With reference to Article XVIII of the Articles of Agreement, it is agreed that those employees working in the delicatessen and bakery departments of the Employer shall be classified as a single seniority group under Section 18.1 of the Articles of Agreement and that the employees in these two departments may be scheduled and/or assigned on an interchangeable basis. References in the Articles of Agreement to the delicatessen employees shall apply to both delicatessen and bakery employees of the Employer.
7. With respect to the provisions of Section 18.2 (H), Page 34, of the Articles of Agreement, it is understood that those individuals occupying Department Head positions with the Employer on the Effective Date shall be regarded as having been “selected from the jurisdiction of the Area Agreement” for purposes of accumulation of seniority and retention in their position.
8. Those employed by the Employer in the position of pharmacy technician / pharmacy counter help shall be recognized as a distinct seniority group for purposes of Article XVIII of the Articles of Agreement. The rates of pay applicable to those employees shall be based upon the Food Handlers, Delicatessen and Pharmacy Employees’ wage provision set forth in Appendix “C” to the Articles of Agreement. The duties performed by these employees shall consist of marking, stocking and displaying of all drug and healthcare items related directly to pharmacy sales, as well as assisting the pharmacist and operating the cash registers. Employees in the Food Handler classification may be assigned on an as needed basis to stock “over-the-counter” items in the pharmacy department.
9. The provisions of Section 2.16 on Pages 9-10 of the Articles of Agreement shall have no application to this Employer.
10. As of the Effective Date, the Employer shall be obliged to make contributions into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (the “Union Fund”) in accordance with the provisions of Article XV of the Articles of Agreement. The parties mutually desire to avoid any interruption of healthcare benefits under the Employer’s existing plan or who would become eligible for benefits under that plan prior to

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the date on which all bargaining unit members become entitled to benefits under the Union Fund (hereinafter, the "covered employees"). Accordingly, it is agreed that the Employer shall, at its expense, maintain its existing healthcare benefits plan in effect for all covered employees until the date on which all covered employees become entitled to receive benefits through the Union Fund, a period not to extend beyond April 30, 1999. In consideration of the Employer's agreement to maintain its existing plan in effect the Union agrees that the contributions which would otherwise be due from the Employer to its established pension program pursuant to Article XIV of the Articles of Agreement shall be deferred until August 29, 1999. As a condition of the Union's agreement, the Employer agrees that it will make contributions to the Union Fund on behalf of all its covered employees for each week from the Effective Date through April 30, 1999, even if no contribution would otherwise be due under the terms of Article XV by reason of the covered employee's actual hours of work. This Letter of Understanding is subject to and conditioned upon obtaining all necessary approvals of this arrangement by the Trustees of the Union Fund and/or the Trustees of the "Established Pension Program" referenced in Article XIV of the Articles of Agreement, as well as any amendments of these plans which may be necessary. It is further understood and agreed that the Union Fund shall provide benefits to employees of the Employer for "pre-existing conditions" and for the continuation of treatment commenced prior to the date upon which such employee becomes eligible for benefits under the Union Fund. With regard to "COBRA" continuation rights, in the event an eligible participant experiences a qualifying event prior to the Effective Date of the Agreement (i.e. February 28, 1999), then continuation rights shall be available under the Employer's existing plan. If an eligible participant experiences a qualifying event on or after the Effective Date, then continuation rights shall be available under the Union Fund. Notwithstanding the terms of Article XV (A), Page 27 of the Articles of Agreement, it is understood that the group long-term disability benefit insurance currently available to Lowell Bye, Lynn Syverson and Robert Hayes may be continued in effect for so long as these named employees wish to maintain the insurance by timely paying the required premium amounts for their own accounts, and without any financial obligations for premiums on the part of the Employer.

11. Subject to the agreement for deferral of contributions set forth in Paragraph 12 above, the Employer agrees to maintain and make contributions to the established jointly administered pension program referenced in Article XIV of the Articles of Agreement (the "Pension Fund") and to be bound by the existing Trust Agreement establishing that Pension Fund. In consideration of the Employer's agreement, the Union agrees that those individuals employed by the Employer in bargaining unit positions on the Effective Date and who continue to be so employed on August 29, 1999, the date on which the Pension

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Fund contributions begin shall be awarded credit for actual prior service (“Past Credited Service”) not exceeding twenty (20) years relating back to the employee’s “Radermacher Foods date of hire” for purposes of calculating the employee’s entitlement to benefits from the Pension Fund.

12. It is further agreed that the Employer’s obligation pursuant to Article XIV (F), Page 27 to provide employees the option to contribute to an employer -sponsored 401(k) retirement savings plan shall be satisfied by the Employer’s continuation in effect of its current 401(k) retirement savings plan which provides for the cost of plan administration to be satisfied out of the funds held by the plan rather than by the Employer. It is understood that the Employer itself will have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee.
13. All those employed in “second tier full-time” positions with the Employer on the Effective Date shall be reclassified as regular full-time employees on or before a date thirty (30) days following the Effective Date, with appropriate full-time wage rates to be determined based on the employee’s L.L.C. store date of hire. It is understood that none of these employees shall suffer any reduction in any wage rates by reason of such reclassification and placement in regular full-time positions. Placement shall be in order of their seniority. In consideration of the Employer’s action, it is agreed that the provisions of Section 18.2 (I), Page 35-36 of the Articles of Agreement (ratio) shall have no application to the Employer prior to March 1, 2000.
14. The minimum wage rates payable to bargaining unit employees as of the Effective Date shall be those specified in the roster attached hereto as Exhibit B. Administration of the wage progressions set forth in Appendix C to the Articles of Agreement going forward shall be as follows:
 - a. In the case of part-time employees, credit for hours actually worked for Radermacher Foods prior to the employee’s L.L.C. store start date shall be recognized;
 - b. In the case of full-time employees, credit for time worked with Radermacher Foods prior to the employee’s L.L.C. start date shall not be recognized;

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c. In the case of the nine (9) employees named below, the amount of the annual contract wage increases effective March 5, 2000 and under future labor agreements hereafter (as distinguished from wage progression “step” increases) shall be determined with reference to each employee’s total length of service as a full-time employee, counting both time worked with Radermacher Foods prior to the L.L.C. start date, thereafter , time worked as an L.L.C. store employee as well: David Erickson, Sean McCollough, Barbara Moe, Donna Woods, Colleen Miller, Gregory Benko, and Thomas Notermann. The provisions of this Subparagraph C shall not apply to any other full-time employees of the Company.

15. The provisions of the Letter of Understanding shall remain in effect and become open for negotiation on the same basis as the Articles of Agreement first referenced above, except for the provisions contained in Paragraphs 4, 5, 6 and 7 of this Letter, which are intended to establish continuing rights and obligations.

By:  Date: 5/16/2024
Paul Radermacher, President
Shakopee 1997 L.L.C. Store

By:  Date: 5/10/2024
Rena Wong, President
UFCW Local 663