

**UFCW Local 663 Proposals to Radermacher's
UNION 5 - March 26, 2025 @ 2pm**

UNION RESPONSE TO EMPLOYER PROPOSALS

3/26 TA for Three Year Term

3/26 Union: TA

1) Article 2: Hours of Work – Overtime, Section 2.5 (F) – Union TA'd Feb. 27, 2025

The minimum hours expressed in paragraphs (A), (B) and/or (C) above shall not apply if a new hire and/or 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 requests change or the agreed upon time period has lapsed, at which time a new written request must be submitted by the employee for the Employer's approval. ~~All such approval requests shall be promptly sent to the Union;~~ **All such approved requests shall be maintained by the Employer at store level and available to the Union upon request.** ~~and a~~ 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).

shall not be counted for purposes of the ratio language expressed in Section 17.2(I).

3/26 Union Rejects

**2) Article 4: Vacations – EMPLOYER HOLD
Section 4.7 (New Language)**

Although it is expected that Employees take their annual awarded vacation as time off with pay each year, it is recognized that an Employee's personal circumstances may be such that it is impossible for him/her to do so. Recognizing this fact, on an Employee's anniversary date, the Employee may carry over to a "Rollover Bank", a maximum of one year's worth of vacation time based on years of service or request a payout of the carried over amount. Said payout must be mutually agreed upon by the Employer and Employee.

Employees who already have more than one year's worth of vacation at ratification time [change to actual date when known] will not lose that vacation time; it will remain in their Rollover Bank until the second time they reach their anniversary during the term of this Agreement, at which time such employees may carry over a maximum of one year's worth of vacation time based on years of service. Such employees should work with their Store Director to schedule formerly carried over vacation time or request a payout as described above.

Active employees' vacation will be paid on a first earned basis. Any formerly carried over vacation pay due to an employee termination will be paid at the wage rate effective as of date of ratification [change to actual date when known] or at the rate of the year in which it was earned thereafter.

~~Section 4.7:~~Section 4.8: (*Renumbering only*) The Employer agrees to maintain a paid time off donation policy that enables Employees to donate their paid time off to a coworker in need.

3/26 Union Rejects. Maintain all current language. Union amenable to adding one sentence: "The employer will follow all applicable laws regarding Minnesota Earned Sick and Safe Time."

Section 4.9 (New Language) EMPLOYER COUNTER

~~The Employer may, at its discretion, increase the types or amounts of paid or unpaid leave it offers, loosen the requirements for using paid or unpaid leave, and change or implement policies related thereto; when doing so assists it in complying with law.~~

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Minnesota Earned Sick and Safe Time. Pursuant to the Employer's Sick and Safe Policy on the Minnesota Earned Sick and Safe Time Act ("Act"), up to forty-eight (48) hours of an employee's available vacation and/or personal/floating holidays may be used as eligible Earned Sick and Safe Time (ESST) for permissible purposes defined under the Act. Employees entitled to fewer than 48 hours of frontloaded vacation and/or personal/floating holidays, will accrue time off for ESST purposes in accordance with the Employer's policies on the Act, provided such policies do not reduce time off available to Employees during the term of this Agreement.

3/26 Union Rejects

3) Article 5 Wages **EMPLOYER HOLD**

Section 5.4 (amend portion of section as follows) - . . . Employees who have been reduced from department head will be placed on the appropriate ~~full-time~~ rate of pay. This will apply to department heads who have been demoted in accordance with Article 17, Section 17.2, Group 1, Paragraph H, of this Agreement. (This does not agree with the section 17.2 (H))

(For reference only-No Change) Section 17.2 (H) - Employees designated Department Heads will continue in that capacity except that such Department Heads may be demoted by the Employer at any time with a two (2) week notice. An employee may step down with a two (2) week written notice. Department Head seniority shall be forfeited due to a break in service in the position of Department Head or store closure. Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head. *(This was agreed to in current contract)*

Previously TA'd

4) Article 11: Leave of Absence

Section 11.11 Minnesota Paid Family Medical Leave Act (MNPFMLA) (New Language) 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. **UNION TA'D 3/18/25**

3/26 Union Counter: See edits in blue plus VAP changes per previous Union proposal

● Article 14: Pension

(A) The Minneapolis Retail Meat Cutters and Food Handlers Pension Fund (the Legacy Plan) will be frozen for all accrued benefits after February 28, 2019. Existing Legacy Plan participants will continue to earn vesting service and credited service for benefit eligibility purposes pursuant to the terms of this Article.

(B) The Employer and Union will make a request to the board of trustees of the Legacy Plan to adopt IRC Section 432(b), Section 4, of the Multiemployer Pension Reform Act of 2014 (MPRA), which will allow the Legacy Plan to accelerate its certification into Critical Status (Red Zone) for fiscal plan year 2018.

(C) The Employer and Union agree to the scheduled industry Rehabilitation Plan schedule for the Legacy Plan that requires Employer contributions to increase by 6.0% effective March 5 2023, and 6.0% effective March 3 2024 **10.4% effective March 2, 2025; 10.4% effective March 1, 2026; and 10.4% March 7, 2027.** The Employer also will contribute \$163,027.07 to the Legacy Plan by a redirect of contributions from the MRMC Health Fund effective March 5, 2023. The Employer shall continue to make contributions to the Legacy Plan for all active

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employees in classifications for whom they have previously made contributions to the Legacy Plan and for future active newly hired employees (who are in classifications for whom contributions have been made under the Legacy Plan pursuant to the prior CBA) who are participants in the Variable Annuity Plan (VAP) Plan. In addition, the 30 year and out pension benefit has been eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after effective March 1, 2019. Specifically, and not including the above referenced redirect, the employer contribution rates to the Legacy Plan will increase according to the following schedule:

Pre-March 2023 2025 Contribution Rates	Effective March 2, 2025 2023	Effective March 1, 2026 2024	<u>Effective March 7, 2027</u>	<u>Effective March 5, 2028</u>
Full-time: \$149.13 \$167.56 per week	\$158.08 \$184.99	\$167.56 \$204.23	\$225.47	\$203.67
Part-time: \$48.64 \$54.65 per week	\$51.56 \$60.33	\$54.65 \$66.60	\$73.53	\$66.43

~~In addition, the Employer will redirect \$5.00 of each contribution otherwise due to the Variable Annuity Pension Plan (VAP Plan) to the Legacy Plan effective March 2, 2025 through March 4, 2029.~~

The Full-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above for each week when such employee has worked thirty-two (32) or more hours or thirty (30) or more hours (for those employees on the four (4)-ten (10) hour workweek) excluding hours worked on Sundays and holidays, except for floating and banked holidays.

The Part-time Contribution Rate amounts referred to in this Article shall be paid on behalf of all applicable employees as defined above (excluding retirees who are receiving a UFCW Local 663 pension, Courtesy and Custodial and Group 3 part-time employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).

The Employer shall remit a minimum of [x] Full-Time and [x] Part-Time Contributions each week. [Calculate as (% of unfunded liability) X (59,700 FT weeks & 55,900 PT weeks) / 52]

(D) Active employees with 30 years of service as of February 28, 2019, are a protected group, and will not be affected by the elimination of the 30 and out benefit in Paragraph (C) above.

(E) The Employer and Union agree to establish a Variable Annuity Plan (VAP Plan) for future service benefits effective January 1, 2019. Employers will make contributions to the VAP Plan for all current active employees and future active newly hired employees in classifications for whom contributions have been made under the prior CBA. The following Employer contribution rates will be made to the VAP Plan, ~~minus \$5.00 per week per employee that is redirected pursuant to Paragraph C above:~~

Weekly Contribution Rates	Effective January 1, 2022	March 2, 2025
Full-time:	\$38.58	
Part time:	\$14.94	

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(F) All current active and future active employees (excluding Group 3 Part-time, Courtesy/Clean Team and Retirees who are receiving a Legacy Plan pension) are eligible for coverage under the VAP Plan. All current active employees will bridge their vesting service between the Legacy Plan and the VAP Plan.

In the event that a modified part-time or regular part-time employee, on whose behalf a Legacy pension contribution was being made, retires, quits, or is terminated and is not replaced, then the Employer will pay a contribution on behalf of the most senior Group 3 part-time employee at the rate in Paragraph (C) above. The intent of this provision is to maintain Legacy pension funding for the life of this contract. This provision will not be applicable however in the event of a store closure.

(G) Effective January 1, 2021, the annual benefit accrual of the VAP Plan for employees will be as follows:

	Effective January 1, 2025
VAP Accrual Rate	\$25.00
[Increase per Union Proposal]	

The service and vesting provisions of the VAP Plan will be the same as the Legacy Plan. The death benefit and disability benefits of the VAP Plan will be the same as the Legacy Plan. The forms of retirement benefit options of the VAP Plan will be the same as the Legacy Plan.

(H) The Normal Retirement Age of the VAP Plan will be age 65. Eligibility for Early Retirement will be the same as the Legacy Plan with benefits reduced 6.0% per year for each year of retirement commencement prior to Normal Retirement Age. For example, if a pension-eligible employee retires at age 61, the employee's pension benefit shall be reduced by 24% ((retirement commenced 4 years prior to age 65) x 6% reduction per year).

(I) All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance benchmarked to a hurdle rate of 5.5%.

(J) Annual increases in accrued benefits will be capped at 3.0% above the hurdle rate. Any surplus increase in fund revenue based on investment performance above the 3.0% capped annual benefit adjustment will be allocated to a Stabilization Reserve. The purpose of the Stabilization Reserve is to support the maintenance of accrued benefits (for both actives and retirees) in years in which the investment return is less than the hurdle rate and which would normally cause a decrease in the accrued benefit. The Stabilization Reserve will be governed by the board of trustees of the VAP Plan according to the intent of this paragraph.

(K) Upon retirement, employees eligible for pension benefits pursuant to the VAP Plan will have the option to choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance. For employees who leave their employment for any reason prior to retirement, the accrued benefits will remain variable until retirement, at which point the employee may choose whether (1) their retirement benefits will be fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance.

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(L) An Employer may withdraw from the Legacy Plan during the term of this Agreement and pay its allocated withdrawal liability, as long as it continues to participate in the VAP Plan pursuant to the terms of the collective bargaining agreement.

(M) The Employer agrees that it will make available to employees who have completed the probationary period the option to contribute to an Employer-sponsored 401(k) retirement savings plan or have the option to offer a Roth Plan, subject to the conditions and requirements of that plan. 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. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

(N) The Employer is not required to make contributions to the Legacy Plan or VAP Plan after termination of employment (e.g. on vacation pay-outs after termination). **[open to including only if the parties agree to language on minimum # of contribution weeks]**

~~(O) The trustees shall provide the Employer and Union quarterly updates. [Employer should get these from the Employer Trustees]~~

~~(P) The Employer and Union agree to direct the trustees to conduct RFPs commensurate with the vendors' next contract renewal.~~

5) **Article 15: Health and Welfare (Eliminate current language) EMPLOYER HOLD**

(A) Health & Welfare Fund: The Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund (the "Fund") is jointly administered by Union Trustees and Employer Trustees. The Employer is bound by the existing Trust Agreement covering the Fund and any amendments thereto to the extent they do not conflict with this Agreement. The Employer agrees to pay into the Fund contributions on behalf of any employee who meets the eligibility criteria outlined below. The benefit plans are as agreed upon by the Employer Trustees and Union Trustees and will remain in effect for the life of the Agreement except as may be modified by agreement of a majority of the Board of Trustees, which shall not conflict with the eligibility terms of this Agreement.

(B) Benefit Commencement: Newly eligible employees that elect coverage specified in Article 15(D) under the Minneapolis Retail Meat Cutters and Food Handlers (MRMC) Health and Welfare Plan (the "H&W Plan") shall have coverage commence the first day of the calendar month following the calendar month the Fund receives contributions on the employee's behalf.

(C) Benefit Elections: The H&W Plan Administrator shall administer the benefit election process directly with employees for newly eligible employees, open enrollment, and qualified mid-year election changes. Newly eligible employees shall have 30 days to make their benefit elections from the date they begin employment in an eligible classification. classification.

[Amend to ensure timely selection of which Tier so proper deductions can be made. Open to suggested language from Employer. Language subject to review with Plan Administrator.]

~~(D) Benefit Coverage Options:~~

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- ~~• Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), or Family.~~
- ~~• Modified part-time employees are eligible to elect one of the following tiers of coverage: Single or Single and Child(ren). Employees who wish to purchase Single and Child(ren) coverage will be required to contribute the difference in premiums between Single and Single and Child(ren) coverage with the Employer's contribution capped at the Single coverage rate.~~
- ~~• All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits (e.g., Doctor on Demand, Dental, Vision, Life, and AD&D) that provide single coverage for themselves.~~

(D) Benefit Coverage Options:

- Full-time employees are eligible to elect one of the following tiers of coverage: Single, Single and Spouse, Single and Child(ren), Family, or Ancillary.
- Modified part-time employees are eligible to elect any tier of coverage. Employees who wish to purchase coverage other than Single will be required to contribute the difference in premiums between Single and the tier of coverage that they elect, with the Employer's contribution capped at the Single coverage rate.
- All other part-time employees (including courtesy and custodial employees) are eligible to elect Ancillary benefits that provide certain coverages for themselves. Upon completion of six (6) months of employment, all other part-time employees (including courtesy and custodial employees) are eligible to buy up to a different tier of coverage with the employee and employer contribution rates listed below.

(E) Open Enrollment: Pursuant to the H&W Plan rules, eligible employees will annually have the opportunity to elect or change coverage under the H&W Plan effective the following January 1. Should an eligible employee elect or change coverage during the annual open enrollment period, the Employer must begin contributions in December, so long as the employee had actual hours worked in November, for coverage to begin January 1. Employees who are already enrolled and do not need to modify their coverage election in H&W Plan do not need to take any action during the annual open enrollment period to continue their existing coverage. Open enrollment for Health & Welfare and Ancillary benefits will occur annually. The H&W Plan Administrator shall notify the Employer of all new or changed benefit elections no later than October 15. The Employer shall cooperate with the Fund Office in providing the Fund Office with eligible employee information to allow for enrollment to be conducted by the Fund Office during periods of open enrollment and as employees become eligible for coverage during the year.

(F) Qualifying Life Event: Pursuant to the H&W Plan rules, eligible employees will have the opportunity to elect or change coverage under the H&W Plan should they experience a qualifying life event in accordance with applicable law.

(G) Benefit Contributions: The Employer agrees to contribute to the Fund for employees electing coverage on the basis of employee classification as follows:

- **Full-Time:** Full-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.

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- **Modified Part-Time:** Modified part-time employees for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing in the first full week of the first month following the month the employee was hired or moved into that classification.
- **Ancillary:** All other part-time (including courtesy and custodial employees) for each week the employee actually worked, was on FMLA, or received compensation required by this Agreement for vacation, bereavement leave, jury duty, or holidays; with contributions commencing the first full week of the second month following the month the employee was hired or moved into that classification.
- The Employer may, at its option, begin contributing to the Fund earlier than required so as to provide coverage sooner than as prescribed above.

Benefit contribution rates are as follows:

Weekly Health & Welfare Cost

Effective March 2025	TOTAL Weekly Contribution Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$176.52	\$146.52	\$30.00	\$161.52	\$15.00	\$88.26	\$88.26
Family	\$283.23	\$253.23	\$30.00	\$161.52	\$121.71	\$88.26	\$194.97
Ancillary	\$7.54	\$6.54	\$1.00	\$6.54	\$1.00	\$6.54	\$1.00
Effective March 2026	TOTAL Weekly Contribution Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$192.95	\$162.95	\$30.00	\$177.95	\$15.00	\$96.48	\$96.48
Family	\$304.68	\$274.68	\$30.00	\$177.95	\$126.73	\$96.48	\$208.21
Ancillary	\$8.29	\$7.29	\$1.00	\$7.29	\$1.00	\$7.29	\$1.00

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Effective March 2027	TOTAL Weekly Contribution Rate	Full Time		Mod PT		All Other PT	
		Employer Cost	Employee Cost	Employer Cost	Employee Cost	Employer Cost	Employee Cost
Single	\$207.05	\$177.05	\$30.00	\$192.05	\$15.00	\$103.53	\$103.53
Family	\$327.94	\$297.94	\$30.00	\$192.05	\$135.89	\$103.53	\$224.42
Ancillary	\$8.58	\$7.58	\$1.00	\$7.58	\$1.00	\$7.58	\$1.00

A pre-tax plan for employee contributions will be implemented by the Employer. ~~If an employee at any time ceases to allow the Company to deduct the employee's share of the Fund contributions the Company will no longer be required to make contributions to the Fund on the employee's behalf.~~ The Employer and employee will not have to pay contributions into the Fund should the employee not elect waive benefit coverage.

~~The Employer shall not be responsible for any additional benefit costs for the term of this Agreement.~~

- (H) **Termination of Contribution at Employment Separation:** Upon end of employment, regardless of reason (e.g. retirement, layoff, termination), the final contribution remitted to the Fund on the former employee's behalf shall be in the calendar month following the month in which the employee last incurred actual hours worked.
- ~~(I) **Remittance:** The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator. The Employer will collect the Employee contribution for each week an employer contribution is due if the Employee was given a paycheck for the payroll period with sufficient net earnings to pay the Employee contribution. If the Employer did not issue a paycheck to the employee or the employee's paycheck does not have sufficient net earnings to pay the employee contribution, then the employee is responsible for remitting the employee contribution directly to the Fund.~~
- (I) Remittance: The Employer will remit contributions to the Fund each month on the date specified by the H&W Plan Administrator for the total contribution rate. The Employer will collect the Employee contribution for each week an employer contribution is due if the Employee was given a paycheck for the payroll period with sufficient net earnings to pay the Employee contribution. If the Employer did not issue a paycheck to the employee or the employee's paycheck does not have sufficient net earnings to pay the employee contribution, then the employer shall deduct any Employee contributions due from the Employee's next paycheck.
- (J) Fund Reserves: Both the Employer and the Union have a mutual interest in maintaining a financially healthy and stable Health & Welfare Fund that maintains sufficient reserves. As such, should Fund assets decline to an amount that is less than six (6) months of Continuation Value, as determined by the Fund's actuarial consultants, either the Union or Employer Trustees may request that the Fund's actuarial consultants recalculate the true-cost rates for the remainder of the term of the Agreement. Such recalculation shall occur within thirty (30) days of the request.

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Upon adoption of the new rates by the Trustees, such Total Contribution Rates shall replace those in this Agreement, however, the Employee Contribution Rates shall remain unchanged.

Likewise, effective September 2025, should Fund assets at any point exceed twelve (12) months of Continuation Value, as determined by the Fund's actuarial consultants, the Employer shall be granted a contribution holiday for thirteen (13) weeks. During such time, Employee Contributions shall still be deducted by the Employer and shall offset any future remittance to the Fund.

The provisions of this section shall be valid through March 3, 2028.

[The proposed language in this section is subject to review, modification, and agreement between Fund co-counsels consistent with the intent of the parties.]

6) Article 16: Arbitration **WITHDRAWN BY EMPLOYER 3/18/25**

3/26 Union Rejects

- 7) Article 23.4: Holiday Waiver (New Language)– Employers may work up to five (5) Group 3 part-time employees up to 40 hours of work during the holiday sell week (Holiday sell week is defined as the week of or the week prior to the holiday, depending on when the holiday falls in the week) of the major holidays of Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. During such time the employee will sign a waiver guaranteeing a full-time rate of at least \$19.33 per hour, however the employee will not accrue any full-time benefits other than the rate of pay. Employee will continue to receive any benefits earned as part of their Group 3 part-time classification.

3/26 Union Rejects

- 8) Article 29: Management Rights (New Language) (re-number subsequent articles) **EMPLOYER HOLD**
The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement.

3/26 Union Rejects

9) Article 30: No Match Letters **EMPLOYER HOLD**

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:

- 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.
- 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.
- 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 **unless the Employer learns that there was an error or omission on the I-9 form that was completed at the time of hire.**
- The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
- The Employer will not interrogate any employee about the employee's SSN.

3/26 Union TAs

- 10) Letter of Agreement (LOA) dated May 10/16, 2024 re-signed for the term of the contract. **EMPLOYER HOLD**

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3/26 See Union Counter Proposal

Wages

Further Responses the Union's Response on March 18: Responses to Union 4

3/26 Union TAs

- 6(K) – Shakopee Cub counters with the following language: The Employer will provide electronic copies of work schedules **in pdf format** to the Union weekly beginning within six (6) months of ratification of this Agreement.

Previously TA'd

- 8(B) – Shakopee Cub counters with the following language: Part-time employees duly designated by management as a MOD, when the Store Director or Assistant Store Director are not scheduled to work, and who have completed the Employer's MOD training and are food safety certified, shall receive a one dollar and fifty cents (\$1.50) per hour premium for the shift or portion of the shift in which the employee is designated as the MOD. This MOD premium will not be payable to employees working the night crew. **UNION TA'D 3/18/25**

Previously TA'd

- 11(A) – stepparent – **EMPLOYER TA'D on 2/27/25**; Group 3 – **EMPLOYER TA'D on 3/18/25**

UNION PROPOSALS

*** Wages and all terms of a final TA retroactive to CBA expiration date in 2025 ***

Maintain all tentative agreements to-date.

All other employer proposals not referenced herein are rejected by the Union.

1) Wages

- A) See wage scales - [Union 5 - 3.26.25](#)

Wage Differentials

A) **Union Hold**

PT Supervisor - \$2.00 shift differential for all hours scheduled for the shift when supervising 2 or more employees

B) **Previously TA'd**

MOD

D) **Union Hold**

Deli - \$2.00 shift differential for all hours scheduled for the shift

E) **Union Hold**

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All hours worked between 10pm and 6am - ~~\$1.50~~ ~~\$2.00~~ shift differential for all hours scheduled for the shift

2) Retirement - Legacy Pension, Variable Annuity Pension (VAP), 401(k)

- A) Legacy Pension
See counter proposal above
- B) Variable Annuity Pension Plan
Union Hold [See 3/18 Proposal]
- C) Establish Multi-Employer Defined Contribution Plan
Union DROPS

3) Health & Welfare **Union Counter Above**

4) Employee Discount

- A) **Union Hold** Employee Discount
 - Radermacher's - 10% all products

6) Scheduling and Hours

A) **Union Drop**

All full-time and part-time employees will not be asked to be available:

- For more than 2x the number of hours they seek to work (i.e. part-time employees will provide 48 hours of availability to be scheduled for 24; full-time employees will provide 80 hours of availability to be scheduled for 40) OR
- For more availability than the employee provided at hiring

B) **Union Drop**

If employees in a department are on any form of leave or time off, paid or unpaid, those hours shall be made available for other employees (i.e. if 1 employee is on PTO for 3 days, they will be replaced in that department instead of department working short)

E) **Union Drop**

- No more than 2 night time shifts per week for full-time employees, unless by mutual agreement.
- Bookkeeping, receiving, bakery and pricing will not be scheduled for night shifts, unless by mutual agreement.

F) **Union Drop**

Employees will only be scheduled for more than 7 consecutive days in a row by mutual agreement.

G) **Union Hold**

All part-time employees guaranteed 20 hours per week, unless waived by employee

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H) **Union Hold**

Breaks - Employer will ensure scheduled hours do not lead to employees missing a second break, unless there are extenuating circumstances that require it (i.e. youth cannot work before / past certain time of day)

K) Employer shall supply to the Union an electronic copy of work schedules weekly... **Previous TA**

7) **Ratios - The Employer shall reach at least:**

A) **Union Hold**

40% FT ratio by the end of this CBA (Employer shall make all necessary Fund contributions)

B) **Union Hold**

40% PT Modified ratio by the end of this CBA (Employer shall make all necessary Fund contributions)

C) **Union Hold**

Increase PT top 24% to 30%

8) **Wage Differentials**

See Union 1 above

9) **Cross training and working in more than one department**

A) **Union Drop** Cross training and/or requiring employees to work outside their department will be by mutual agreement only

B) **Union Hold** If cross training is mutually agreed to, the employee will be scheduled to shadow department leadership for at least 3 consecutive shifts before expected to work independently

11) **PTO / ESST / Leave**

A) Increase Bereavement **Previously TA'd**

B) Holiday pay

ii. **Union Hold** - Holiday pay increased from 4 to 6 hours paid for all part-time

iii. Part-time employees and courtesy / custodial / clean team are eligible for holiday pay after 90 days **Union Holds on 90 days proposal for all PT and c/c**

12) **Classifications**

A) **Union Drops**

Union edits: Part-time employees with five (5) or more years of service in each store shall be offered promotion to Modified part-time

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- C) **Union Hold**
Group 3 - reclassified as Regular Part-time
- D) **Union Hold**
Retail Specialist - reclassified as Classified Assistant
- E) Department Heads:
 - i) **Union Hold**
All Department Heads shall be classified as Traditional Full-Time Food Handlers for purposes of Appendix A-1 "Food Handlers Sunday Clause."
 - ii) **Union Hold**
Any Department Head who is demoted or chooses to step down will revert to the classification they held prior to becoming a Department Head.
 - iii) **Union Hold**
Ensure that all FT heads of departments are classified and paid as Department Heads (i.e. Pricing, Front End, E-Commerce, Floral, Gift, General Merchandising, Coffee, Cheese)
 - iv) **Union drops** Any time a department manager is scheduled to work less than 5 days in their designated work week, a replacement will be identified and assigned to fill in as department manager and will fill out the Employer's designated replacement form. In this instance, the employee assigned to fill in as a department manager will receive department manager pay for each shift replacing a department manager.
- G) **Union Hold**
Amend full-time waiver rate to \$23.00 for the duration of the waiver period up to a maximum of one thousand two hundred (1,200) hours of said period. If an employee exceeds a maximum of 1,200 hours, the employee will become a Classified Assistant.
 -
- H) **Union Hold** Maintaining seniority for students
Students who cease employment because of their education **will maintain and continue their seniority on their return to work.** ~~and return to work within twelve (12) months shall receive and continue to accrue seniority credit for actual time worked. The Employer has no obligation to rehire Employees subject to this provision.~~

13) Safety and Wellbeing

- A) **Union Hold** Employer shall update schedules and nametags of an employee once informed of a name change and with employee's consent
- B) **Union Hold** Employer will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials present a valid judicial warrant signed by a judge before admission to employee

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only areas at the worksite or access to employee records. Employer shall immediately notify UFCW 663 in the event of such an incident.

14) Tools and Training

- C) **Union Drops LOA** to define details for creating a joint UFCW 663 and Employer program for Meat Apprenticeships & Job Training
- D) **Union Hold**
Edit CBA language: In the event the employer introduces technological changes, ~~which for the purpose of this article is defined as price marking and electronic scanners~~ that would result in the elimination of bargaining unit work...

15) Check-off

- A) **Union Hold**
Union will check in with designated Employer staff to determine processes and then language redlines needed.
All check-off remittances (dues, initiation fees, ABC) collected by the Company shall be promptly remitted to the Union no later than the 5th of the month following the month of such deductions.

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Union Proposal 5 to Radermacher's - 3.26.2025				
APPENDIX B				
Minimum Meat Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Head Meat Cutter	\$31.44	\$32.94	\$34.44	\$35.94
Journeyman	\$30.44	\$31.94	\$33.44	\$34.94
Mod PT Meat Cutter*	\$20.00	\$21.50	\$23.00	\$24.50
* Upon successful completion of a twelve (12) month program, Mod PT Meat Cutter will become Journeyman				
* Reclassify all Class Asst in Meat Dept as Journeyman				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Meat Helper				
Step 1	\$21.00	\$22.00	\$24.00	\$26.00
Step 2	\$22.75	\$24.00	\$26.00	\$28.00
Step 3	\$24.50	\$26.00	\$28.00	\$30.00
Step 4	\$26.25	\$28.00	\$30.00	\$32.00
Step 5	\$29.33	\$30.83	\$32.33	\$33.83
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Service Meat Employees				
0-6 months	\$18.00	\$20.00	\$24.00	\$26.00
6-12 months	\$19.00	\$22.00	\$26.00	\$28.00
1-2 Year	\$20.00	\$24.00	\$28.00	\$30.00
2-3 Year	\$26.55	\$28.05	\$29.55	\$31.05
All Meat employees who are at the top or above scale will receive the following increases:				
	3/5/2025	\$1.50		
	3/1/2026	\$1.50		
	3/7/2027	\$1.50		
APPENDIX C				
Minimum Grocery Rates				
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Assistant Mgr, Produce Head, FF Head, Bookkeeper, Deli Head, Company Designated	\$30.33	\$31.83	\$33.33	\$34.83
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
FT Food Handler & Pharmacy				
Step 1	\$21.00	\$21.00	\$21.00	\$21.00
Step 2	\$22.75	\$22.75	\$22.75	\$22.75
Step 3	\$24.50	\$24.50	\$24.50	\$24.50
Step 4	\$26.25	\$26.25	\$26.25	\$26.25
Step 5	\$29.33	\$30.83	\$32.33	\$33.83
	Current	Effective 3/5/2025	Effective 3/1/2026	Effective 3/7/2027
Classified Assistant				
Step 1	\$19.33	\$21.00	x	x
Step 2	\$20.33	\$22.50	\$22.50	x
Step 3	\$21.10	\$24.00	\$24.00	\$24.00
Step 4	\$22.00	\$25.50	\$25.50	\$25.50
Step 5*	x	\$27.00	\$27.00	\$27.00
Step 6*	x	x	\$28.50	\$28.50
Step 7*	x	x	x	\$30.00
Top Step	\$27.33	\$28.83	\$30.33	\$31.83
All Retail Specialists eliminated & reclassified as Classified Assistants; current RSs & CAs place into this scale at next highest wage rate at least \$1.50 more than current rate.				
When a member is promoted from PT to FT, they slot into Step 1 of the Classified Assistant scale, or the next highest wage rate at least \$1 more than current rate.				
Step progression occurs annually in March				
* Only applies to employees hired after ratification				
All FT employees who are at the top or above scale will receive the following increases:				
	3/5/2025	\$1.50		
	3/1/2026	\$1.50		
	3/7/2027	\$1.50		
	Part Time Employees			
Step 1	\$17.00			
Step 2	\$17.75			
Step 3	\$18.50			
Step 4	\$19.25			
Step 5	\$20.00			
Step 6	\$20.75			
Step 7	\$21.50			
Step 8	\$22.25			
Step 9	\$23.00			
Step 10	\$23.75			
Step 11	\$24.50			
Over & TOS yearly increase	\$1.50			
PT scales starting at \$17.00 - EEs place at step at least \$0.75 above current rate (retro to March), progress to next step every September and March of CBA				
Provided further that Food Handlers, Custodial, and Courtesy employees shall not receive less than fifty cents (\$0.50) above federal, state, city or county minimum wage, whichever is higher, during the term of this agreement.				