

**Shakopee Cub's Total and Comprehensive Package Offer #2 Provided to UFCW Local 663 on
April 9, 2025**

This package offer is an alternative to the package offer presented on March 26, 2025, which remains on the table with one modification, identified below (i.e., the Union may still accept the package offer presented on March 26 with that modification).

All Local 663 proposals not included in this document are rejected by Shakopee Cub.

Term of Contract (Title Page, Article 32) – three (3) years

Ratification* – February 28, 2026

March 1, 2026 – March 6, 2027

March 7, 2027 – March 4, 2028

March 5, 2028 – March 3, 2029

Wages (Appendix B, C and D)

Minimum Meat Rates

Head Cutter	\$31.44
Journeyman	\$30.44
Modified PT Meat Cutter*	\$20.00

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

Employees at or above the top of the scale will receive the following increases:

	Effective Upon Ratification*	3/1/2026	3/7/2027
Head Meat Cutter	\$1.00	\$1.00	\$1.00
Journeyman Meat Cutter	\$1.00	\$1.00	\$1.00

Full-time Food Handlers and Pharmacy Employees

Minimum Grocery Rates

Assistant Manager	\$30.33
Produce Department Head	\$30.33
Frozen Food Department Head	\$30.33
Bookkeeper or Head Cashier	\$30.33
Delicatessen Department Head	\$30.33
Company Designated (up to 3 per store)	\$30.33

		Full-Time Food Handlers & Pharmacy Employees	Classified Assistants	Retail Specialists
Step 1	0 – 1 Year	\$21.00	\$19.33	\$17.00
Step 2	Year 2	\$22.75	\$20.33	\$17.50
Step 3	Year 3	\$24.50	\$21.10	\$18.00
Step 4	Year 4	\$26.25	\$22.00	\$19.00
Step 5	Year 5*	\$27.79	\$24.67	\$19.80
Step 6	Year 6	\$29.33	\$27.33	\$22.80

*Full-Time Food Handlers & Pharmacy Employees and Classified Assistants must complete step 5 only if they were hired after ratification.

Employees at or above the top of the scale will receive the following increases:

	Effective Upon Ratification*	3/1/2026	3/7/2027
Assistant Manager	\$1.00	\$1.00	\$1.00
Produce Department Head	\$1.00	\$1.00	\$1.00
Frozen Food Department Head	\$1.00	\$1.00	\$1.00
Bookkeeper or Head Cashier	\$1.00	\$1.00	\$1.00
Delicatessen Department Head	\$1.00	\$1.00	\$1.00
Company Designated (up to 3 per store)	\$1.00	\$1.00	\$1.00
FT Food Handlers & Pharmacy	\$1.00	\$1.00	\$1.00
Classified Assistants	\$1.00	\$1.00	\$1.00
Retail Specialists	\$1.00	\$1.00	\$1.00

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All Part-Time Minimum Rates - (Modified, Regular, Group 3)

Progression	Hours	Modified, Regular & Group 3 Part Time Food Handlers
Step 1	0-1 year	\$13.75
Step 2	1 year	\$14.00
Step 3	next 6 months	\$14.50
Step 4	next 6 months	\$15.00
Step 5	next 6 months	\$15.50
Step 6	next 6 months	\$16.00
Step 7	next 6 months	\$16.75
Step 8	next 6 months	\$17.25
Step 9	next 6 months	\$18.00
Step 10*	next 6 months	\$18.50
Step 11	next 6 months	\$19.10

*Any employee at Step 9 at ratification does not need to complete Step 10.

Employees at or above the top of the scale will receive the following increases:

	Effective Upon Ratification*	3/1/2026	3/7/2027
All Part-Time Positions	\$0.65	\$0.65	\$0.65

***Initial Wage changes are retroactive up to one week from the first Sunday after ratification if ratified after contract expires, or effective earlier if ratified before the contract expires.**

Provided further that Food Handlers and pharmacy employees shall receive not less than twenty cents (\$.20) above the Federal, State, County, or City minimum wage, whichever is higher, during the term of this Agreement.

EMPLOYER COUNTER – Amend full-time waiver rate to \$21.00 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.

Tentative Agreement Reached on 3.18.25 (New 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.

Tentative Agreement Reached on 2.27.25 on adding stepparent, on 3.18.25 for adding Group 3

Article 9 Bereavement: All full-time and part-time employees shall be entitled to bereavement pay according to the following:

- A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, stepparent, child or stepchild.
- A maximum of three (3) days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild

Holiday Pay:

Part-time employees will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

Tentative agreement Reached on 2.27.25 – Custodial / Courtesy / Clean Team: Re-classify as Group 3 Part-time

Article 29: Management Rights (New Language) (re-number subsequent articles)

The Employer's right to manage is retained and preserved except as abridged or modified by the restrictive language of this agreement.

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Article 14: Pension

1. 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.
2. The Employer and Union agree to a scheduled industry Rehabilitation Plan for the Legacy Plan that requires contributions to increase by **8.8% effective March 2, 2025; 8.8% effective March 1, 2026; and 8.8% March 7, 2027**. The Employer shall continue to make contributions to the Legacy Plan for all active 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 CBA dated March 6, 2016 to March 3, 2018) 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 a Rehabilitation Plan effective March 1, 2019. Specifically, the employer contribution rates to the Legacy Plan will increase according to the following schedule:

Weekly Contribution Rates	Effective March 2, 2025	Effective March 1, 2026	Effective March 7, 2027
Full-time:	\$182.31	\$198.35	\$215.80
Part-time:	\$59.46	\$64.69	\$70.38

The Employer does not believe that the Board of Trustees would need individual employer business information in order to adopt two actuarially equivalent Rehabilitation Plan schedules with different rates. However, if the Employer would need to provide information that it deems sensitive in order to facilitate a Rehabilitation Plan that allows the above contributions, it may refuse to provide such information, and if required to pay more than the above contributions, the Employer may unilaterally reduce employee wages accordingly, and will bargain with the Union over the effects of such reductions.

- (A) 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 excluding hours worked on Sundays and holidays, except for floating and banked holidays.
 - (B) 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).
 - (C) The Employer agrees to make contributions to the same pension fund on behalf of its Classified Assistants and Retail Specialist employees on the same basis as provided for in Section A of this Article, provided that in the case of these employees, hours worked on Sundays (but not holidays, other than floating and banked holidays) shall be counted in calculating the amount of the contribution to be made for each week.
 - (D) In the event that a modified part-time or regular part-time employee, on whose behalf a Legacy Plan 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 3 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.
3. 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 #3 above.
 4. The Employer and Union agree to establish a Variable Annuity Pension 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:

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Weekly Contribution Rates	Effective March 2, 2025	Effective March 1, 2026	Effective March 7, 2027
Full-time:	\$38.58	\$38.58	\$38.58
Part time:	\$14.94	\$14.94	\$14.94

- All current active and future active employees (excluding Group 3 Part-time 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.
- The annual benefit accrual of the VAP Plan for employees will be as follows:

	Effective January 1, 2025	Effective January 1, 2026	Effective January 1, 2027
VAPP Accrual Rate	\$25.00	\$25.00	\$25.00

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.

- 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}.
- All accrued annual benefits in the VAP Plan will be adjusted annually based on investment performance benchmarked to a hurdle rate of 5.5%.
- 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.
- 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.
- An Employer may withdraw from the Legacy Plan during the term of this agreement and pay its allocated withdrawal liability without any requirement that the Employer negotiate with the Union regarding such withdrawal. The Employer agrees that it will continue to participate in the VAP Plan pursuant to the Collective Bargaining Agreement.

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.

- The trustees shall provide the Employer and Union quarterly updates.**
- The Employer and Union agree to direct the trustees to conduct RFPs commensurate with the vendors' next contract renewal.**

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Article 15: Health and Welfare

- (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.
- (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**.
 - **Through December 31, 2027**, 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. **Starting January 1, 2028, 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 Employer’s portion of the Single coverage rate.**
 - All other part-time employees are eligible to elect Ancillary benefits (e.g., Doctor on Demand, Dental, Vision, Life, and AD&D) that provide single coverage for themselves.
- (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 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 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.
- All other part-time 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 first reporting period following ratification	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT	\$247.82	\$40.00	\$287.82	86.1%	13.9%
Modified PT – Single Only	\$148.84	\$20.00	\$168.84	88.2%	11.8%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

Effective 1/1/2026	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT	\$247.82	\$40.00	\$287.82	86.1%	13.9%
Modified PT – Single Only	\$148.84	\$20.00	\$168.84	88.2%	11.8%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

Effective 1/1/2027	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT	\$247.82	\$40.00	\$287.82	86.1%	13.9%
Modified PT – Single Only	\$148.84	\$20.00	\$168.84	88.2%	11.8%
Ancillary	\$5.76	\$1.00	\$6.76	85.2%	14.8%

Effective 1/1/2028	Employer Cost	Employee Cost	Total Benefit Cost	Employer %	Employee %
FT – Single	\$148.73	\$16.53	\$165.26	90.0%	10.0%
FT – Single + Spouse	\$304.91	\$33.88	\$338.79	90.0%	10.0%
FT – Single + Children	\$297.47	\$33.05	\$330.52	90.0%	10.0%
FT – Family	\$513.13	\$57.02	\$570.15	90.0%	10.0%
Modified PT – Single Only	\$148.73	\$16.53	\$165.26	90.0%	10.0%
MPT – Single + Spouse	\$148.73	\$190.06	\$338.79	n/a	n/a
MPT – Single + Children	\$148.73	\$181.79	\$330.52	n/a	n/a
MPT – Family	\$148.73	\$421.42	\$570.15	n/a	n/a
Ancillary	\$6.70	\$0.75	\$7.45	90.0%	10.0%

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 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.

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- (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.

Tentative Agreement Reached on 2.27.25

Article 2: Hours of Work – Overtime, Section 2.5 (F) 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 approved requests shall be maintained by the Employer at store level and available to the Union upon request.** Any employee who is working under such an approved written request shall not be counted for purposes of the ratio language expressed in Section 17.2(I).

Article 4: Vacations

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 4.8: *(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.

Section 4.9 (New Language)

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.

Tentative Agreement Reached on 3.18.25 (New Language)

Section 11.11 Minnesota Paid Family Medical Leave Act (MNPFMLA): 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.

Article 5 Wages – *[After changing Sec. 17.2(H) to the agreed upon language, the two sections don't logically agree]*

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

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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 3.5.23-3.1.25 contract)*

LOA

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

EMPLOYER COUNTER 4.9.25 – Section 16.2: Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Federal Mediation and Conciliation Services (FMCS) shall be called upon to furnish a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, from which the arbitrator will be selected.

The panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Services (FMCS) will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

If FMCS fails to provide a panel within thirty (30) days of request, the parties will use the American Arbitration Association (AAA) on the same terms set forth above.

EMPLOYER COUNTER 4.9.25 to Union's proposed change to Section 1.3 – Shakopee Cub would accept the addition of language regarding the 5th day of the month with the understanding that dues sheets will be provided in a timely manner prior to payroll processing, but rejects the other changes the Union proposes.

EMPLOYER COUNTER

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.

These proposals and responses are offered by Shakopee Cub in a good faith effort to reach a negotiated successor collective bargaining agreement with UFCW Local 663. Any proposals or responses that are withdrawn by Shakopee Cub during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. A proposal or response or any withdrawal or modification of a proposal or response does not constitute a waiver by Shakopee Cub of any of its present rights. Shakopee Cub reserves the right to add to, modify or delete proposals or responses at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between Shakopee Cub and the Union concerning all matters related to these negotiations.