Collective Bargaining Agreement

Between

~~Brainerd Food Retailers~~
~~Brainerd, Minnesota~~Miner's, Inc.

- and –

United Food and Commercial Workers
Local Union No. 663

Term of Agreement
December 3, 2023 – December 2, 2026

MINER'S – BAXTER SUPER ONE
MINER'S – CROSBY SUPER ONE
MINER'S – PEQUOT LAKES
MINER'S - BRAINERD

Union Office
UFCW Local 663
6160 Summit Dr N Ste 600
Brooklyn Center, MN 55430
763-525-1500 or 1-800-292-4105
Monday through Friday 8:00 a.m. - 4:00 p.m.
www.ufcw663.org

Health and Welfare & Pension
Wilson-McShane Corporation
3001 Metro Drive, Suite 500
Bloomington, MN 55425
952-854-0795 or 1-800-535-6373
Monday through Friday 8:00 a.m. - 5:00 p.m.

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Proposal #1

Commented [1]: TA 11/3/2026 3pm

ARTICLES OF AGREEMENT

Entered into between the United Food and Commercial Workers, Local Union 663, Brainerd Minnesota, hereinafter referred to as the "Union", and Miner's, Inc. covering the locations listed on the cover page to this Agreement~~the companies signatory to this Agreement~~ in Brainerd, Minnesota, hereinafter referred to as the "Employer".

Proposal #2

Commented [2]: Union Declines addition of non bargaining unit EEs

ARTICLE 1: RECOGNITION AND UNION SECURITY

1.1 Recognition: The Union is recognized as the sole and exclusive bargaining agent for all Meat Department, Grocery Department, Bakery Department, Deli Department, and Non-Foods Department employees of the Employer under the jurisdiction of the above-named Local Union. The Employer will be allowed to have up to ~~threefourthree~~ (343) four (4) employees (including the store manager and a store manager trainee) at each store outside the bargaining unit, who can do bargaining unit work. [11-10-26 – See revised proposal]

Proposal #3

Commented [3]: Need to align with Union membership office practice

1.3 Dues Check-off:

(a) The Employer agrees to deduct Union dues, initiation fees and/or uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one (1) year or beyond the termination of this Agreement, whichever occurs sooner.

The deduction of Union dues shall be made on a weekly ~~monthly~~ basis and shall be forwarded to the Union within ten (10) days after the last deduction of each month.~~days after such deduction is made~~. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will so state on the Union forms provided. The Union will then make its own arrangements with the employee as to payment.

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No deduction shall be made that is prohibited by applicable laws. The Union will defend and save the Employer harmless from any claim arising out of deductions provided in this Section and payment thereof by the Employer to the Union.

Proposal #4

1.5 **Visitation**: Union representatives shall be admitted to the work rooms~~breakroomsnon-work areas work rooms~~ at all times employees of the Bargaining Unit are at work to collect Union dues, and to satisfy himself/herself that the terms of the contract are being complied with. The Union shall provide forty-eight (48) hours' advance notice of such visits wherever practical, and such visits shall not unreasonably interfere with store operations.~~, provided such visits do not unreasonably interfere with operations, and further provided that the Union provides forty-eight (48) hours' advance notice to the Store Manager~~. [11-10-26 – See updated employer language]

Proposal #5

1.6 **Probationary Period:** New full-time employees shall be classified as probationary employees during the first thirty~~sixtythirty~~ (~~63~~30) days (calendar days) of their employment, new part-time employees shall be classified as probationary during the first sixty (60) days of their employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without cause. At the end of the probationary period, such employees will be entered on the seniority list as of their date of hire. However, during the probationary period all other contract provisions shall prevail.

Probationary period may be extended for up to thirty (30) calendar days by mutual agreement between the Employer and the Union. [11-10-26 – See revised proposal]]

Proposal #6

ARTICLE 3: HOURS OF WORK

3.6 **Lunch Periods**: A thirty (30) minute or one (1) hour unpaid lunch period shall be allowed for

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Commented [4]: Union Declines limiting access

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Commented [5]: Union Declines extension of probation, already provides for extension by mutual agreement

Commented [6]: Need clarification: how will one off accommodations be handled? e.g. 1) have personal issue that requires taking unpaid break that day 2) front end - last minute change to premade break schedules

lunch each day the employee works a shift of six (6) hours or more. The thirty (30) minute or one (1) hour lunch period option will be decided on an individual store basis by a majority of the employees affected. Following this election, any deviation shall be mutually agreed upon by the Union and the Employer. Lunch periods will be scheduled as near as possible to the middle of the employees shift. Employees have the right to voluntarily waive meal periods via a waiver form furnished by the Employer. Such waiver may be revoked by an employee in accordance with the terms of the waiver form, signed copies of which shall be furnished to the Union. ~~Notwithstanding anything in this Section, employees may request changes to their lunch period for personal reasons.~~ Nothing in this Section precludes the employer and employee from mutually agreeing to a different lunch period in extenuating circumstances, and notwithstanding an employee's meal period waiver under this Section. [11-10-26 – Employer counterproposal]

3.7 Rest Periods:

a. ~~A full-time employee shall be entitled to two (2) fifteen (15) minute rest periods for each eight (8) hour shift.~~ Unless waived, bargaining unit employees shall be entitled to a fifteen (15) minute rest period within every four (4) consecutive hours worked ~~threefour (34) consecutive hours worked,~~ without loss of pay which shall be considered as time worked. No rest period shall be provided in any ~~threefour (34) hour~~ four (4) hour period which is broken by a paid meal~~supper~~ period. Employees have the right to voluntarily waive such rest periods via a waiver form furnished by the Employer. Such waiver may be revoked by an employee in accordance with the terms of the waiver form, signed copies of which shall be furnished to the Union. ~~Notwithstanding anything in this Section, employees may request changes to their rest period for personal reasons.~~ Nothing in this Section precludes the employer and employee from mutually agreeing to different break periods in extenuating circumstances, and notwithstanding an employee's rest period waiver under this Section. [11-10-26 – Employer counterproposal, conditioned on Union withdrawal of Union proposal #1]

b. ~~All employees shall receive a paid rest period of fifteen (15) minutes for any four (4) hours worked, not to exceed thirty (30) minutes in any workday of less than twelve (12) hours. No rest period shall be provided in any four (4) hour period which is broken by a paid supper period.~~

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Proposal #7

Commented [7]: Union can agree to 7 days notice if ER agrees to 2 week schedules.
Need clarification: how will unanticipated situations with less than 7 days notice be handled? e.g. sports playoffs

3.9 **Posting Schedules:** Work schedules for all Employees shall be made up for a two~~one~~ (2~~1~~) week period. The schedule shall be posted for any two~~one~~ (2~~1~~) week period no later than Friday at 2:00 p.m. preceding the first week of the two~~one~~ (~~1~~2) week period. All Employees shall have the opportunity prior to the posting of the schedule to request of the Employer, in writing, a particular day or days off. Written day-off requests must be received no later than seven~~five~~three~~e~~ (75~~3~~) days prior to the time the work schedule is posted. The Employer will grant the request based on the needs of the business so that the Employee receives his/her requested day or days off without loss of hours, based on seniority. Untimely requests (those that come in with less than seven ~~five~~three~~e~~ (75~~3~~) days' notice), if granted, may result in loss of hours. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies. Employees will notify the Employer in advance when they will not be available for work, and shall do so at least seven~~five~~ (7~~5~~) days prior to the time the work schedule is posted. This advance notice requirement does not apply to unforeseeable ~~Sick and Safe Time related~~ absences, including unforeseeable Sick and Safe Time. When requested, the Employer shall supply to the Union copies of work schedules. The method by which schedules are supplied will be determined based on the store's capability. [11-10-26 – The Employer would agree to two-week schedules in exchange for 7 days' advance notice of unavailability. Employer believes existing language and practices should apply for unanticipated situations where there is less than 7 days' notice of unavailability]

Proposal #8

Commented [8]: TA 11/3/2026 3pm

ARTICLE 4: SENIORITY

4.1 **Seniority: General Provisions**: The seniority provisions of this Article shall be subject to the following rules:

1. Former Quisberg's employees hired by Miner's within 90 days of September 15, 2025 shall have a seniority date of September 15, 2025. Within this group of employees, although their Miner's seniority date will be September 15, 2025, Miner's will use the employee's Quisberg's seniority date as of September 15, 2025 to determine seniority rights amongst that group under this Agreement.

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2. Former Quisberg's employees hired by Miner's more than 90 days after September 15, 2025, shall be considered new hires, and their seniority shall be in accordance with Article 1.6 above.

Proposal #9

Commented [9]: TA 11/3/2026 3pm

4.2 **Seniority by Department:** Seniority shall be separate within the following departments:

a. Grocery Department, Non-Foods Department, Delicatessen Department, Bakery Department and Utility~~courtesy/custodial~~. When Bakery & Deli Departments share a common area and are not separate and distinct departments, they shall be considered as one department with seniority within that department. Within each department there shall be two separate seniority lists. One for full-time employees (4.2) and one for part-time employees (4.3).

b. Meat Department employees hired prior to December 10, 1995 shall have seniority in the meat department effective as of their last date of hire and shall not be subject to lay-off or reduction in hours if any meat department employee hired after December 9, 1995 is employed. Meat department employees hired after December 9, 1995 seniority shall be separate between two (2) groups of employees; (A) Journeyman and Apprentice meat cutters and (B) Meat wrappers.

Proposal #10

Commented [10]: TA 11/3/2026 3pm

4.2 **Full-Time Seniority:** For those full-time employees (excluding carryout and custodial employees) who work thirty-two (32) hours per week or more:

a. Seniority is defined as the length of the employee's service ~~with each signatory Employer throughout the operations within the bargaining unit~~length of service with the Employer, except that department heads as set forth in Appendix A will have seniority over other employees for layoff and recall purposes.

Proposal #11

Commented [11]: Union declines change to ratios: full time employment and skilled journeyman positions are high union priorities

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4.4 ~~**Ratios:** It is the intention of the parties that the number of part-time employees (meat, bakery, deli, grocery – excluding courtesy, custodial, clean-up employees and extra employees as defined in Article 16, Section 16.2) shall not exceed three (3) part-time of such employees to one (1) full-time of such employees. Stores may reach the one full-time to three part-time ratio only through store closing, attrition or both. The Union will assist the Employers with constructive input in an effort to improve the full-time to part-time store ratios toward reaching the 3 to 1 goal stated above.~~ **Ratios: ~~It is the intention of the parties that the number of part-time employees (meat, bakery, deli, grocery – excluding courtesy, custodial, clean-up employees and extra employees as defined in Article 16, Section 16.2) shall not exceed three (3) part-time of such employees to one (1) full-time of such employees. Stores may reach the one full-time to three part-time ratio only through store closing, attrition or both. The Union will assist the Employers with constructive input in an effort to improve the full-time to part-time store ratios toward reaching the 3 to 1 goal stated above.~~**

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4.5 ~~**Meat Apprentice Ratio:** All meat markets shall employ first a Journeyman, then one (1) apprentice may be hired and the ratio thereafter will be one (1) apprentice for each two (2) full-time Journeymen.~~ **Meat Apprentice Ratio:** ~~All meat markets shall employ first a Journeyman, then one (1) apprentice may be hired and the ratio thereafter will be one (1) apprentice for each two (2) full-time Journeymen.~~ [11-10-26 – Employer holds on its proposed deletion of 4.4 and 4.5]

Proposal #12

Commented [12]: TA 11/3/2026 3pm

4.6 **Applying for Higher Job Classification**: All part-time employees with the exception of U~~u~~tility~~courtesy and custodial~~ employees shall have the option of notifying the Employer and the Union in writing of their desire to obtain full-time employment. All full-time positions shall be posted in the store for a period of five days if the departing Employee give the Employer not less than 3 weeks' notice, unless vacancy is caused by an unforeseen emergency. Employees who respond to the posting and notify the Employer shall be given preference in accordance with their seniority for full-time employment if qualified and able to perform the requirements of the job, in the opinion of the Employer for an available opening. Nothing herein prevents the employer from temporarily filling a full-time vacancy while the posting process is active in the case of unforeseen circumstances. However, the Employer may fill up to seventy-five percent (75%) of such openings

in each classification with persons from outside of the bargaining unit which includes part-time employees inside the bargaining unit irrespective of seniority. Utility~~Carry out or courtesy~~ employees, based on length of service, ability and work record with the Employer, shall be given preference for part-time job openings within their store provided they have notified the Employer in writing.

Proposal #13

Commented [13]: Union agrees to align language to Article 6.5

4.7 **Loss of Seniority**: Seniority will be terminated if an employee quits, is discharged, fails to return to work from layoff within six (6) days after notice by registered letter to his or her last known address or absence from the job for any reason other than sickness or injury for a period in excess of one (1) year. No employee shall be discharged without just cause. Dishonesty, drunkenness, gross inefficiency, proven theft and use of illegal or non-prescribed control substance(s) (drugs), or other just cause which may warrant immediate discharge, will be considered as causes for dismissal. [11-10-26 – TA on union counterproposal]

Proposal #14

Commented [14]: Union declines change to arbitration re: FMCS and current process to strike names

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.3 **Grievance Procedure**: All grievances, as defined in Section 5.1, above, shall be settled in the following manner in the Steps set forth:

Step 1: When an employee has a grievance, he or she shall, individually or with the Steward and/or Union Representative, attempt to settle the grievance with the Store Manager and Human Resources. If a settlement, approved by Human Resources, is not reached, the aggrieved employee and the Union Representative shall reduce the grievance to writing within five (5) calendar days after the final discussion in this Step if the grievance is to be further considered. The grievance will then be given to the store operator or representative for handling under Step 2. [11-10-26 – Employer holds]

Step 4: Arbitration: Following the written demand for arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. Under this procedure,

the party desiring arbitration shall request the Federal Mediation and Conciliation Service to submit a regional list of seven (7) arbitrators ~~who are members of the National Academy of Arbitrators. If FMCS is unable to provide a panel of arbitrators, the parties agree to solicit same from the American Arbitration Association.~~ ~~in the local area~~. From this list, the Union and the Employer shall flip a coin to determine striking order ~~shall strike the first name, and~~ OBJ OBJ OBJ OBJ [11-10-26 – Employer withdraw proposal and agrees to revert to current contract language] [11-10-26 – Employer withdraw proposal and agrees to revert to current contract language]

Proposal #15

Commented [15]: Union declines change to existing process, both sides need time for due diligence, research, etc.

5.4 **Request for Arbitration:** The written request for arbitration shall be sent to the arbitrator by the party requesting arbitration with a copy to the other party. The parties shall agree on a hearing date within 45~~30~~ days after receiving scheduling dates from the Arbitrator, unless the parties mutually agree to a longer timeframe. Failure to comply with this time limitation shall result in waiver of the grievance at issue, but shall not create a precedent for future cases. [11-10-26 – Employer modified proposal]

Proposal #16

Commented [16]: TA 11/3/2026 3pm

ARTICLE 6: PAID TIME OFF

6.1 Paid Time Off for Full-Time Employees:

Years of Service (as of anniversary)	PTO Accrual Rate
0-1	.0333/hr compensated, capped at 64 hours per PTO year
1.01-7	.05/hr compensated, capped at 104 hours per PTO year
7.01 – 17	.069/hr compensated, capped at 144 hours per PTO year
17.01+	.088/hr compensated, capped at 184 hours

For purposes of PTO accrual outlined above, former Quisberg's employees hired within 90 days of September 15, 2025 shall have their combined Quisberg's and Miner's years of service counted for purposes of determining the PTO accrual rate to which they are entitled.

An employee who is eligible for an increased accrual rate based on years of service will begin the higher accrual rate on their anniversary date. PTO may be used for any reason of the Employee's choosing, including reasons covered by the Minnesota Earned Sick and Safe Time Act ("ESST").

Proposal #17

Commented [17]: Union declines reduction of current benefit

6.2 Paid Time Off for Part-Time Employees: ~~Effective January 1, 2024,~~ ~~p~~Part-time employees (including bagger/carryout and Extra Help employees) with 0 – 3.99 years of service as of their anniversary date will accrue .0333 hours of PTO for every hour compensated, up to a maximum of 48 hours in a PTO year. Part-time employees with 4 or more years of service as of their anniversary date will accrue .0385 hours of PTO for every hour compensated by the employer, up to a maximum of eighty (80) hours per PTO year. [11-10-26 – Employer November 10, 2026 – The Company reserves the right to add to, delete from, or otherwise modify these proposals during bargaining

holds on this proposal].

6.3 Pay for PTO:

PTO hours shall be paid at the employee's regular hourly rate.

If a holiday falls during the employee's PTO, he or she shall receive an extra day of PTO or the equivalent in pay.

6.4 Purposefully omitted.

6.5 Forfeiture of PTO and Other Accrued Benefits: Any employee terminated for proven theft or other dishonesty shall forfeit all paid time off benefits. If an employee is rehired by the Employer within 180 days of separation from employment ("rehired employee"), any ESST eligible PTO that was not previously paid out upon separation shall be immediately reinstated. (up to the maximum of 80 hours). Rehired employees will be allowed immediate use of this time and to accrue additional ESST eligible PTO upon rehiring, consistent with the use and accrual limitations of this policy.

Proposal #18

Commented [18]: Union requested copy of Company ESST policy

6.6 PTOVacation Scheduling: This provision governs the scheduling of PTO for non-ESST reasons. PTOVacation schedules in each store shall be posted by January 1st and PTOvacations will be selected on the basis of seniority by February 15th of each year. The approved PTOvacation schedule shall be posted in each store by department by March 15th of each year. Employees who fail to select PTOvacations by February 15th will be placed at the bottom of the seniority list for the purpose of PTOvacation selection.

No employee may insist on more than two (2) weeks' PTOvacation from May 1 through September 30. These two weeks may be consecutive. Employer may require employees to use accrued PTOvacation time for any absence.

PTOVacation requests involving full weeks (5 days in a 7-day period) outside of the posting period must be made no less than three (3) weeks prior to posting of the schedule for the period when the PTOvacation request is being made.

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6.7 Use of ESST-Eligible PTO

An absence for ESST reasons for which ESST-eligible PTO is properly used will be considered an excused absence under the Company's attendance policy~~, shall not result in the accrual of attendance points~~, and shall not lead to discipline under the CBA or otherwise.

ESST-eligible PTO may be used in 15 minute increments or more to cover all or part of a work day when used for ESST Reasons.

6.8 Requesting and Designating ESST-Time

The scheduling of PTO unrelated to ESST reasons shall continue to be in accordance with Article 6.6. It shall be up to the employee whether to designate a particular absence as ESST-related, and the procedures for requesting PTO for ESST are outlined in the Company's EEST policy.~~outlined in the attached policy.~~

Proposal #19

ARTICLE 7: HOLIDAYS

7.1 General: No employee shall be required or permitted to work on any of the named legal holidays as defined below, except as provided in Section 7.1a:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

When a holiday falls within a workweek (Monday through Saturday), the workweek for a full-time employee shall be thirty-two (32) hours.

When a holiday falls on a Sunday (other than Christmas) the workweek (Monday through Saturday) for full-time employees for the week following the holiday, will be thirty-two (32) hours.

Hours worked by full-time employees which exceed the prescribed workweek as defined in this

Section, shall be paid at time and one-half (1½) the employee's regular rate of pay. These overtime provision shall not apply to an employee working a holiday in accordance with Section 7.1a of this Agreement.

a. **New Year's Day - Memorial Day - Independence Day - Labor Day - Thanksgiving Day:** Employers who desire may operate their stores on these holidays~~. The store will be allowed to be open for operation on Thanksgiving Day if the trade area competition is open (Wal-Mart, Super Target, Costco, Aldi).~~ [11-10-26 – Employer holds on proposal]

Proposal #20

Commented [19]: Union declines reduction of benefit, maintain flexibility

New Year's Day, Memorial Day, Independence Day, and Labor Day ~~**and Thanksgiving Day**~~ holidays shall be paid at straight time for all hours worked up to eight (8) hours.

It is agreed that regular employees shall have the first opportunity for work on the holidays that stores may be open for business. In the event that there are not sufficient volunteers in the classifications needed, management will fill the openings by reverse seniority. No employee will be disciplined for refusing to work on a holiday except the junior employee in the classification needed to fill the store's staffing requirements. The employer shall select the classification (full-time / part-time) in each department that works on holidays.

When a full-time employee works on these holidays, it will not be considered as working under the overtime provisions outlined in Section 3.1. Employees working on a holiday shall also receive holiday pay, if qualified, based on the provision outlined in Section 7.3 of this Article.

~~Employees working these holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a delayed holiday. Such delayed holidays are to be taken during the following year (365 days) on a mutually agreeable date.~~ Employees working these holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a delayed holiday. Such delayed holidays are to be taken during the following year (365

days) on a mutually agreeable date. [11-10-26 – Employer withdraws this proposal and agrees to revert to current contract language but rejects Union's proposed change in the first paragraph above]

Proposal #21

Commented [20]: TA 11/3/2026 3pm

7.2 Full-time employees shall receive eight (8) hours of straight time pay for each of the listed holidays not worked.

All part-time employees who are regularly scheduled to work any time from Monday through Friday, shall receive four (4) hours at their regular rate of pay for all holidays as outlined in this Section, provided they meet the qualifications in Section 7.3.

7.3 **Holiday Qualifications:** Full-time employees will be eligible for holiday pay if they are a full-time employee as of the date the holiday(s) occur. Part-time employees, including Extra Help employees, will be eligible if they have completed ninety (90) calendar days of employment as part-time employees.

In addition to the above qualifications, employees must have worked one of the following: in the week before the holiday occurs, in the week in which the holiday occurs, or in the week after the week the holiday occurs. In addition, the employee must work his/her scheduled workday before the holiday and his/her scheduled workday after the holiday unless excused ~~by the Employer or unless absent due to proven illness or injury~~due to a pre-approved absence by the Employer, or due to ESST reasons. If the employee does not meet these requirements, he/she will not be eligible for holiday pay.

Proposal #22

Commented [21]: Union to review with Pension counsel

ARTICLE 9: PENSION

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~~(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 agree to the scheduled industry Rehabilitation Plan for the Legacy Plan that requires contributions to increase by 3.0% effective March 5, 2022 and up to 5.2% effective March 1, 2023. 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 prior CBA) who are participants in the Variable Annuity Plan (VAP) Plan. In addition, the 30 year and out pension benefit will be eliminated with respect to accrued benefits, as allowed under the Rehabilitation Plan after February 28, 2019. Specifically, the employer contribution rates to the Legacy Plan will increase according to the following schedule:~~

~~Weekly Contribution~~	~~December __, 2023~~	~~March __, 2024~~	~~March __, 2025~~
~~FT~~	~~$158.08~~	~~$167.56~~	~~TBD~~
~~PT~~	~~$51.56~~	~~$54.65~~	~~TBD~~

~~In the third year of the contract, the Employer agrees to pay pension increases, as directed by the trustees, with March commencement dates.~~

~~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 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 extra employees) who have worked less than thirty-two (32) hours per week (excluding hours worked Sundays and on holidays).~~

~~(C) 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.~~

(D) The Employer and Union agree to establish a Variable Annuity Pension Plan (VAP Plan) for

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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:

Weekly Contribution	January 1, 2024	January 1, 2025	March , 2026
FT	$52.36	$52.36	TBD
PT	$19.43	$19.43	TBD

In the third year of the contract, the Employer agrees to pay pension increases, as directed by the trustees, with March commencement dates.

(E) All current active and future active employees (excluding Utility~~Courtesy/Clean Team~~, Extra Employees, and Retirees who are receiving a Legacy Plan pension) are eligible for coverage under the VAP Plan. All current active eligible employees will bridge their vesting service between the Legacy Plan and the VAP Plan.

~~In the event that a 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 non-pension benefitted part-time employee at the part-time 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.~~

(F) Effective January 1, 2019, the annual benefit accrual of the VAP Plan for employees will be as follows:

	Effective January 1, 2023	**Effective January 1, 2024**	**Effective January 1, 2025**	**Effective January 1, 2026**
VAP Accrual Rate	$35.00	$35.00	$35.00	$35.00

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.

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(G) 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).

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

(I) 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. The Stabilization Reserve of the VAP Plan will be pre-funded by reallocating funds from the Legacy Plan Contributions based on the following schedule (this reallocation of contributions requires that the Legacy Plan Rehabilitation Plan contribution increases will be 3.0% for years 4-10 of the Rehabilitation Plan according to the Plan Actuary):~~

~~Effective with the January 2019 Employer Contribution Payment~~	~~A $350,000 contribution will be made to the VAP Plan Stabilization Reserve~~
~~Effective with the January 2020 Employer Contribution Payment~~	~~A $350,000 contribution will be made to the VAP Plan Stabilization Reserve~~
~~Effective with the January 2021 Employer Contribution Payment~~	~~A $350,000 contribution will be made to the VAP Plan Stabilization Reserve~~

~~January 2021 was the last year of the VAP Plan pre-funding from the Legacy Plan Contributions.~~

(J) 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

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fixed as of the date of their retirement, or (2) their retirement benefits will continue to vary annually based on investment performance.

~~(K) The Employer may withdraw, without further bargaining, 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 and pay the VAP Plan contributions pursuant to the terms of the collective bargaining agreement.~~

Proposal #23

Commented [22]: Union asks for clarity: to apply to all EEs (all FT, PT, including extras and utility); maintain PT language to not have days rescheduled to defeat paid bereavement Union counter: 4 days for sister in law and brother in law

ARTICLE 10: BEREAVEMENT

10.1 The Employer agrees to pay all full-time and part-time e~~E~~mployees, including Extras and Utilities for necessary absence on account of death in the immediate family up to and including a maximum of four~~three~~ (4) scheduled work days at straight time not to exceed eight (8) hours per day to grieve, arrange for, travel to, or to attend the funeral. In the event an Employee would be entitled to bereavement leave during the period they are on PTO, such employee shall be allowed to take the bereavement leave on later days. Part-time employees shall not have their days rescheduled to so as to defeat their paid bereavement leave. [11-10-26 – Employer agrees to union revisions above]

10.2 ***Definition.*** Under the term "immediate family" shall mean spouse, parents and step-parents, children and step-children, brothers and step-brothers, sisters and step-sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandparents, grandchildren, legal guardian or any relative residing with the Employee or with whom the Employee is residing. ~~A maximum of one (1) day bereavement leave shall be granted in the event of the death of a current sister-in-law and brother-in-law~~. [11-10-26 – Employer rejects change to definition of "immediate family"]

~~All full-time and part-time employees, including extras and utilities, shall be entitled to bereavement pay according to the following:~~

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

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~~Paid leave for days lost from work for bereavement maybe the date of the burial, the day or days preceding such burial, or for the purposes of grieving (grieving within 30 days of the death)~~

~~Bereaved employees may take part of their paid bereavement leave for travel time for out of town burials. Part-time employees shall not have their days rescheduled so as to defeat their paid bereavement leave. Bereaved employees shall receive pay for scheduled hours lost to a maximum of eight (8) hours per day.~~

Proposal #24

Commented [23]: Union wants to ensure 1 year automatic LOA maintained

ARTICLE 12: LEAVE OF ABSENCE [11-10-26 – TA on language below]

12.1 **General:** The Employer may grant employees a personal leave of absence of up to six (6) months. An employee desiring a leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

In the case of accident, injury, pregnancy, or sickness which renders the employee unable to work, an automatic Leave of Absence shall be granted for the period ~~of~~ they are medically judged unable to work up to a period of one (1) year. This one (1) year period is inclusive of any leave the employee takes pursuant to Section 12.2.

12.2 **Family Medical Leave Act and Minnesota Paid Family Medical Leave:**

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The Family and Medical Leave Act (FMLA) is a United States labor law requiring covered employers to provide eligible employees with job protected unpaid leave for qualified medical and family reasons. FMLA is posted in all stores (where FMLA applies) so that you know your rights.

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Section 1.The Employer will comply with all provisions of the Family Medical Leave Act (FMLA) and the Minnesota Paid Family Medical Leave Act (MN PFMLA), as the same may be amended from time to time. Premiums for MN PFMLA shall be split equally between the Employer and Employee, and payable via payroll deduction. MN PFMLA shall run concurrently with other federal, state, or local mandated leaves to the extent permitted by law, including the Family Medical Leave Act and the Minnesota Parenting Leave Act. Seniority shall continue to accrue during leaves covered by this section.

Section 2: Any available earned sick and safe time may be taken as "supplemental benefits" for those who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total

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amount of PFML benefits provided under Minnesota Statute Chapter 268B, plus the "supplemental benefits" paid to the employee by the Employer, shall not exceed 100% of the usual wage or salary of the employee. Employees shall not be required to exhaust paid time off before or while taking PFML leave under Minnesota Statute Chapter 268B. An employee may use any earned paid time off (PTO and Holiday Pay) in lieu of PFML benefits under Chapter 268B, provided the employee is currently eligible for the benefits under Chapter 268B. (268B.06 Subd. 5 (a))

Section 3: The Employer reserves the right to 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

~~**Accident, Injury, Pregnancy or Sickness Leave**: In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic Leave of Absence shall be granted for the period they are medically judged unable to work up to a period of one (1) year.~~

~~The employee must be able to pass a physical examination upon return to work, if requested.~~

~~The employee shall advise their Supervisor of their intent to return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached and hours are available.~~

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Proposal #25

Commented [24]: 12.4 - Union: declines change, maintain equal opportunity for all members
12.5 - Union: maintain ability to use accrued PTO
12.6 - Union: maintain "know your rights" in CBA
12.8 - TA 11/3/2026 3pm - agree this is no longer applicable

12.4 **Special Project Union Representative (S.P.U.R.) Leave:** The Union and the Employer may agree to a leave of absence for an employee to temporarily work for the Union, which leave will be determined by mutual agreement of the parties. The Union will provide a minimum of 30 days' advance notice to the Employer of a request under this Paragraph (60 days in the case of a department head). ~~The Union will provide a minimum of 30 days' advance notice to the Employer of a request under this Paragraph. Department heads shall not be eligible for leave under this paragraph.~~ [11-10-26 – See revised proposal]

12.5 **Victim, Witness, and Domestic Abuse Leave:** The Employer will provide reasonable time off for an Employee consistent with Minnesota Statute Chapter 611A.036. Employees may use accrued PTO for this leave. ~~**Victim, Witness, and Domestic Abuse Leave:** The Employer will provide reasonable time off for an Employee's appearance, under subpoena, to testify on behalf of a victim of alleged domestic abuse or where an Employee is a victim of alleged domestic abuse. Employees who are victims of alleged domestic abuse will be provided with reasonable time off from work to obtain or attempt to obtain a straining order or protective order. The employees may use accrued~~

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~~paid time off for this leave.~~ [11-10-26 – Employer proposes reverting to current CBA language]

~~12.6 **Family and Medical Leave Act:** The Family and Medical Leave Act (FMLA) is a United States labor law requiring covered employers to provide eligible employees with job protected, unpaid leave for qualified medical and family reasons. FMLA is posted in all stores (where FMLA applies) so that you know your rights.~~

12.7 **Military Leave:** The Employer shall grant military leave consistent with state and federal law.

~~12.8 **Minnesota Paid Family Medical Leave:** The Company will develop a proposed policy for compliance with the Minnesota Paid Family and Medical Leave law that is scheduled to go into effect on January 1, 2026. No less than six (6) months before the implementation of the policy, the parties shall meet to negotiate over the policy and its impact.~~

Proposal #26

Commented [25]: Union declines - need to address frozen wage rates in these negotiations

ARTICLE 14: WAGES AND GENERAL CONDITIONS

14.1 **Classifications and Wage Rates:** The classification and the minimum hourly rates of pay for the employees covered by this Labor Agreement shall be contained in Appendix "A" - Rates of Pay attached.

14.2 **New Employees or New Promoted Employees:** The rate of pay for newly hired Meat Department employees shall be based on length of service. Length of service shall be computed as that served by the employee with the undersigned Employer or served as a member of ~~District~~ Local 663. The rate of pay for other full-time employees newly hired or promoted may be the starting rate for their appropriate classification, or may be above such minimum rates, based on the new hire's prior experience. ~~,~~ Previous part-time service within the past five (5) years will be recognized only if re-employed by the same employer, excluding extra employees as defined in Section 16.2. ~~Former Quisberg's employees hired during the first ninety (90) days following September 15, 2025 and who are hired into the same classification at Miner's that they occupied at Quisberg's shall be placed at the "step" of the wage scale they occupied at Quisberg's, but are required to work the requisite number of hours/time intervals required to reach subsequent steps (i.e., there shall be no credit for hours/time spent at that step at Quisberg's). Former Quisberg's employees hired during~~

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~~the first ninety (90) days following September 15, 2025 and who are hired into the same classification at Miner's that they occupied at Quisberg's and who are hired at above scale rates shall retain such rates at Miner's, but such rates shall be frozen moving forward until the wage scale catches up with the individual's above scale rate.~~ [11-10-26 – Employer holds on inclusion of this language, but will bargain over the issue as part of wage negotiations]

Proposal #27

Commented [26]: TA 11/3/2026 3pm

14.7 **Duties of Utility~~courtesy and custodial~~ employees** in addition to bagging and carrying out (this does not include any shelf stocking or counter work) shall include and be limited to the following except as the parties may mutually agree:

a. Gathering trash and litter, maintaining floors in the entire grocery area, and cleaning the entire rest rooms.

b. Cleaning of all windows located on the outside walls of the store.

c. Utility~~Courtesy~~ employees shall also be permitted to sweep sidewalks, shovel snow, pick up litter in the parking lot, mow lawns or do such other work outside of the store as required to maintain a more appealing appearance.

Proposal #28

Commented [27]: Union declines change - benefit eligibility is a high union priority

ARTICLE 16: WAIVERS

16.1 **Summer Waivers:** In the event that a part-time employee is advanced to full-time status during the period of the first day in April through the month of October, such employee will sign a waiver guaranteeing him or her the beginning full-time rate or twenty-five cents (25¢)/hour over the employee's regular rate, whichever is higher, for the duration of the waiver and a minimum of forty (40) hours per week. A copy of this waiver will be forwarded to the Union prior to an employee advancing to full-time status. During the period an employee is on summer waiver, he or she will not accrue any full-time benefits other than rate. Employees to be selected for summer waiver jobs must have a minimum of three (3) months employment with the Employer or as a member of the Union, if available. Irrespective of their seniority, part-time employees will have preference for summer waiver openings on a single store basis.

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16.2 Extra Employees (Part time)

a. Extra Employees (Part time) - The Employer may hire Extra Employees in the grocery, deli, and bakery departments, who will be exempt from H&W and Pension benefits. In order for a company to utilize extra employees in the grocery, deli and bakery departments, there shall be no layoffs or reductions in the grocery, deli and bakery departments. Extra Employees who have worked an average of 26 hours during three years of continuous service will become regular part time employees. At least 30% of all part-time employees will be benefit eligible by the end of the first year of this Agreement.~~At least 20% of all PT employees will be benefit eligible by the end of the first year of the contract.~~ [11-10-26 – Employer rejects this proposal and holds on deletion]

b. Extra Help employees may qualify for the following fringe benefits:
- PTO – Article 6
- Bereavement – Article 10
- Jury Duty – Article 11
- Holiday Pay – Article 7

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