

CUB FOODS – DULUTH

Grocery & Meat Contract

Effective
04/07/2024 – 04/04/2026



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211
Duluth MN 55812
Phone: 218-728-5174 or 800-942-3546
Fax: 218-728-5178
Website: www.ufcw1189.org

Other important phone numbers:
Grocery pension office: 800-535-6373
Meat pension office: 800-531-2385
Health care/dental (Wilson McShane): 1-800-535-6373
Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 “Weingarten” that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:
What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

COLLECTIVE BARGAINING AGREEMENT
Cub Foods Duluth and UFCW Local 1189
April 7, 2024 - April 4, 2026

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AGREEMENT

THIS AGREEMENT is entered into and is effective on the **7th day of April, 2024**, between Cub Foods, Duluth, hereinafter referred to as the “Employer”, and the United Food and Commercial Workers Union Local No. 1189, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the “Union”.

ARTICLE 1 INTENT AND PURPOSE

Section 1.01 The Employer and the Union in recognition of the need of continuous service through cooperation, mutually agree to cooperate fully for harmonious relationship, efficient store operation and maximum service to store customers.

Section 1.02 All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include, but are not limited to, the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store.

Section 1.03 The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the union, responsible in conjunction with the Employer and for making and keeping this Agreement.

Section 1.04 In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 2 RECOGNITION

Section 2.01 The Employer recognizes said Union as the sole representative of the employees in the classifications set forth in this Agreement for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, excluding the Store Director, the two (2) Assistant Store Directors, Store Merchandiser, DSD employees, time and attendance clerks, the full-time bookkeeper, watchmen, guards and supervisors as defined in the National Labor Relations Act, as amended. The Store Director and Assistant Store Directors may perform bargaining unit work.

Section 2.02 The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

Section 2.03 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors assigns. The Employer shall give the Union and the employees affected one (1) week's (7 calendar days) notice of termination of employment where the Employer is terminating its business or selling the same.

Section 2.04 Where employee(s) works less than their normal schedule after the notice, they shall receive normal pay. The Employer shall give notice of its intent to sell not later than seven (7) days prior to the close of the sale.

Section 2.05 This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and this Contract and Union representation thereunder shall also extend to any extension, expansion, or relocation of such present operations now represented by this Local Union in the geographical area of jurisdiction that is covered under the charter of this Local Union.

Section 2.06 If any store space is leased out for the purpose of allowing a lessee to operate a segment of the store operation, which work was being performed by the Employer's employees in the store at the time the store was opened, said leased operation shall be covered by an appropriate collective bargaining agreement negotiated between the lessee and the Union.

ARTICLE 3 UNION SECURITY

Section 3.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 3.02 The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and 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 revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner.

Section 3.03 The deduction of the Union dues shall be made on a weekly basis and shall be deducted from employee's paycheck each pay period. Dues shall be forwarded to the Union office within fourteen (14) days after the last deduction of the month. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union, during the interim period of this Contract, shall, by mutual agreement, be authorized to alter or amend the functional procedures of this Section only if necessary.

Section 3.04 The Employer agrees, under the Contract requirements of Paragraphs 3.01 and 3.02 above, to have a new employee complete a Union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.

Section 3.05 The Company agrees to deduct amounts designated by employees for the Active Ballot Club when the Company has been furnished an individual written authorization for making such deductions. It is agreed that the authorization is to be voluntary. The Company agrees to remit the contributions in the same manner as the Union dues.

Section 3.06 The Employer will allow a representative of the Union or a steward, who is on duty, fifteen (15) minutes of paid time with new employees during the Employer's scheduled orientation to reinforce the company paid employee benefits provided through the collective bargaining (CBA) with the Union, and to review other CBA and Union matters.

ARTICLE 4 HOURS OF LABOR

Section 4.01 OVERTIME: All work performed in excess of eight (8) hours in any one (1) day, scheduled or pre-approved, or forty (40) hours in any one (1) week shall be paid at time and one-half (1½) the employee's regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. Employees shall not be scheduled six (6) consecutive days (in a calendar week), except by mutual agreement.

Section 4.02 MEAL AND BREAK PERIODS:

- A.** All time worked shall be consecutive, except up to one (1) hour by mutual agreement shall be allowed for lunch each day if the employee works more than four (4) hours. Lunch to be scheduled as near as possible to mid-shift. No employee shall be scheduled to work in excess of five (5) hours without a meal period.
- B.** Each employee who works more than four (4) hours shall receive a fifteen (15) minute rest period. Employees who work seven (7) hours per day or more shall receive two (2) fifteen (15) minute rest periods, one (1) before lunch and one (1) after lunch.

Section 4.03 MINIMUM HOURS:

- A.** When scheduled or called to work, full-time and part-time employees, if available, shall receive a minimum of four (4) hours' work or pay, except in case of emergency, when call in shall be two (2) hours for all employees. There shall be no pyramiding or duplicating of daily, weekly overtime or premium pay.
- B.** No employee shall be scheduled for less than eighteen (18) hours per week, except by mutual agreement. This minimum does not apply if the employee has restricted their availability to work or for Universal Part-Time employees whose minimum shall be ten (10) hours per week.

Section 4.04 SCHEDULING:

- A. The Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of Local No. 1189. The Employer shall furnish the Union with copies of the requested payroll records.
- B. Work schedules for all employees shall be made up for a two (2) week period. These schedules shall be posted for a period not less than two (2) weeks prior to the first working day covered by that schedule. When posting the schedules, the Employer shall show the employee's first and last name on the schedule in ink. All employees shall have the opportunity prior to the posting of the schedule to request of the Company, in writing, a particular day or days off. If the requested day or days off are for a justifiable reason, the Employer will make every effort to schedule the employee so they receive their requested day or days off without loss of hours, based on seniority. Once the schedule for any period is posted, there shall be no change in the schedule for that period, except for emergencies. Where the Employer knows in advance that the scheduled hours will not be available, the Store Manager will make every effort to notify the employees. Employees will notify the Employer in advance when they will not be available for work.
- C. The Employer agrees that upon hiring an employee, it will seek from the employee that particular employee's availability and preferences as to scheduling work time, both as to hours of the day and as to days of the week. Consistent with efficient business operations and store staffing needs, the Employer will attempt to honor any such scheduling request preferences. Any employee may make changes in their scheduling request preferences quarterly.
- D. Employees will be guaranteed ten (10) hours off between shifts unless mutually agreed to do otherwise.
- E. Stores that are open to the public between the hours of 10pm and 5am must maintain a minimum staffing level of two (2) employees (which may include third party personnel) on the front-end operations for any hours the store is open from 10pm to 5am. This requirement is in recognition of the Employer's continued efforts to provide a safe and healthy work environment for all employees.

Section 4.05 DEPARTMENTS:

- A. For the purposes of scheduling, **Employees will be assigned** to a department. The Employer will take seniority and availability into consideration when assigning hours in each department. No less senior part-time employee will be scheduled for more hours than a more senior part-time employee with similar availability; except that night stockers may be scheduled on a weekly basis for more or less hours than other part-time employees. In the event there are insufficient hours in a department to meet the minimum number of hours outlined in Section 10.08 of this Agreement, the Employer may schedule less senior employees, or employees who volunteer, in **any**

department **where they are qualified to work** in order to meet this requirement.

- B. It is understood that department designation defines the principal duties of employees working in those departments. However, nothing herein prevents the Employer from assigning, or allowing, any employee to perform any and all available work in order to keep the employees fully occupied during their workday and to ensure efficient store operations.
- C. If the Employer desires to eliminate or add departments, it shall notify the Union prior to eliminating or adding a department.
- D. Nothing in this Section prohibits the Employer from scheduling more senior Employees all their hours within their primary department.

Section 4.06 MEAT CUTTER PROTECTION:

- A. Because the Employer has the ability to introduce pre-packaged meat items into the store, the parties agree to “meat cutter protection” language as follows:
 - 1) Meat cutters will be utilized exclusively in the meat/fish department areas until all grocery workers are no longer being used.
 - 2) Instead of a layoff, the Employer may use meat cutters in other grocery areas of the store if further hours reductions are needed.
 - 3) Meat cutters utilized in grocery will be by inverse seniority.
- B. Any employee, with the exception of clean team employees, may stock and package meat products and there is no limitation on meat products which can be brought in and marketed in the store.

Section 4.07 TRANSFERS:

- A. If an employee holding seniority in a department is unable, with reasonable accommodation, to perform the essential functions of the employee’s regular job due to a disability, a reasonable effort will be made to place the employee in another department where the employee is able to perform the essential functions with reasonable accommodation, provided there is an opening in the department.
- B. Such transfers may be permanent when, in the judgment of the Employer based on competent medical evidence, the employee will not again be capable of performing the essential functions of the employee’s regular job. In the event such a transfer is temporary when, in the judgment of the Employer based on competent medical evidence, the employee is again capable of performing the essential functions of the employee’s regular job, the employee will return to the employee’s regular job.
- C. A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on

a discriminatory basis.

Section 4.08 ABSENT FROM WORK: Employees, if absent, shall call in daily, or shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the employee shall report their availability for work at least twenty-four (24) hours prior to the time that the employee is expected to report for work, or prior to the time the Employer makes up the schedule for the next week.

Section 4.09 PAY: Employees shall be paid in full for all time spent in the service of the Employer. All employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis.

Section 4.10 COMPANY MEETINGS: Required attendance at Employer meetings shall be paid for at the employee's regular wage rate for the time actually spent at the meeting. Any meetings in excess of four (4) per calendar year shall entitle the employee to no less than the guaranteed call in time at the proper hourly wage rate, inclusive of premium rates and overtime if applicable.

ARTICLE 5 MISCELLANEOUS PROVISIONS

Section 5.01 UNION REPRESENTATIVES: A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business. It is understood, however, that the authorized representative of the Union will make their presence known to the store manager or their representative.

Section 5.02 TOOLS AND EQUIPMENT: Tools shall be furnished by the Employer and maintenance of tools shall be on the Employer's time. All tools and equipment shall be maintained in an operable condition.

Section 5.03 READY FOR WORK: All employees shall present themselves on time, ready for work, clean and neat in appearance, in accordance with written company policies, and shall not at any time conduct themselves in a way that will reflect unfavorable upon the Shop, the Employer and the Union.

Section 5.04 NO CONFLICTING AGREEMENTS: No employee shall make any written or verbal agreement that will conflict with this Agreement.

Section 5.05 BAD CHECKS: No employee shall be required to make good any bad checks cashed, unless said checks have been cashed in violation of store rules and regulations that have been posted in a conspicuous place in the store for at least thirty (30) days and a copy to the Union.

Section 5.06 CLOSING TIME: Customers in the store at closing time shall be waited upon by the employees, provided the doors were closed at the store's regular closing time.

Section 5.07 BEST EFFORTS: The Union shall use its best efforts as a labor organization to enhance the interests of the Employer as an Employer of Union labor.

Section 5.08 UNION BUTTONS: Members of the Union may wear the Union button when on duty.

Section 5.09 BULLETIN BOARDS: The Employer shall provide a bulletin board on which the Union may post notices pertaining to Union business.

Section 5.10 TIME CLOCKS: Where time clocks are not provided, the Employer shall institute adequate payroll procedures to ensure that all hours worked are properly recorded.

Section 5.11 SAFETY: The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment, and shall provide a first aid kit containing bandages, etc. Employees will comply with all safety rules, including the Employer's policy on drug testing.

Section 5.12 DRUG AND ALCOHOL TESTING:

- A. The Employer and Union intend to comply with all current or future legal requirements set forth in Minnesota Statute 181.950 – 181.957. The Employer may neither administer nor require any worker to submit to a test for drugs, cannabis or alcohol without reasonable suspicion. The parties agree that reasonable suspicion must be based on the first-hand observation of the worker by a trained supervisor and, if at all possible, corroborated by the first-hand observation of a second trained supervisor.
- B. Reasonable suspicion means objective evidence about the worker's workplace conduct that would cause a reasonable person to believe that the worker is demonstrating physical signs of impairment due to drugs or alcohol, such as difficulty in maintaining balance, slurred speech, erratic behavior and an inability to safely perform assigned tasks, or any other evidence permitted under applicable Minnesota law. The fact that a worker has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable suspicion.
- C. The Employer agrees that positive test results standing alone do not constitute just cause for discipline or discharge.
- D. The Employer agrees to offer the worker who has tested positive for the first time and is subject to discipline a mutually agreeable substance abuse program. The worker shall attend and complete the program in a timely matter. The Union and Employer agree to meet and confer regarding payment for any costs of the program not otherwise covered by health care coverage. The Employer agrees that upon completion of the substance abuse program, the worker has the right to return to their prior position.

Section 5.13 PHYSICAL EXAMINATIONS: If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the

Employer.

Section 5.14 LIE DETECTOR: The Employer shall not request the employee to take a lie detector test not in conformance with the law.

Section 5.15 DISCRIMINATION: No employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, religion, sexual orientation, or for engaging in protected Union Activities race, color, religion, creed, sex (including pregnancy, sexual orientation, gender, gender expression, or gender identity), national origin, ancestry, physical or mental disability, medical condition, age, genetic information (including family medical history), marital status, veteran or military status, or any other characteristic protected by applicable law.

The Grievance and Arbitration Procedures in Article 14 of this Agreement will be used to address any disputes arising under this Section.

Section 5.16 HARASSMENT: The Employer maintains an Equal Employment Opportunity, Harassment, and Discrimination Policy which does not permit harassment in the workplace. The Employer and Union acknowledge that no one at the workplace, including managers, supervisors, workers or third-parties such as vendors, consultants and independent contractors, may act in violation of the Policy. Examples of harassment are set forth in the Policy. The Employer provides periodic training for employees concerning the Policy and will provide the Union with a copy of the current Policy upon request by the Union.

In addition to the examples set forth in the policy, the following may constitute harassment (harassment is not limited to these examples):

- Groping or fondling anyone.
- Showing pornographic or lewd photos, or making lewd comments.
- Making racist, sexist or homophobic comments, or negative comments about a religion.
- Making derogatory or offensive comments about someone's appearance or background.
- Asking a worker on a date after the worker indicated that the request invitation was unwelcome.
- Deliberately or repeatedly using a name or pronoun when speaking or referring to a transgender worker other than the name the worker chose and the pronoun the worker identifies with.
- Teasing, picking on, or treating, interacting or communicating with a worker differently because of the worker's race, national origin, color, gender, religion, age, disability, pregnancy, physical or mental health condition, sexual orientation, gender identity or expression, or gender questioning.

Section 5.17 INCLEMENT WEATHER: No attendance steps will be given when a “No Travel Advisory” is issued by the Department of Transportation for either the store’s location or the employee’s home location so long as the employee notifies the store prior to the start of their shift. Employer will also permit the use of any available paid benefit time so long as the employee notifies the store prior to the start of their shift and upon return to work, fills out the relevant documentation to utilize paid time off.

ARTICLE 6 LAUNDRY-UNIFORMS

In the event the Employer requires its employees to wear smocks, aprons, jackets, caps, uniforms or insignia, the Employer shall furnish and maintain the same. In the event the Employer furnishes to the employees drip-dry uniforms, and the employees accept the same, the employees shall launder the uniforms. Jackets or raingear for employees working outside will be available for inclement weather. Jackets for unloading trucks will be available. Where the Employer is presently furnishing and maintaining uniforms, it shall continue to do so.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.01 The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strikes during the life of this Agreement. Participation in any strike, slow-down, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

Section 7.02 It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal picket line, nor shall an employee be disciplined or discharged for refusal to cross a legal picket line of a striking union when such picketing has the approval of the United Food and Commercial Workers International Union. The Union shall give at least forty-eight (48) hours’ notice in writing to the Employer of its intention to sanction or approve the picket line, including the date on which the picket line will be established. It is further agreed that the Employer reserves the right to close its place of business if a legal picket line is established and it shall not be considered a violation of this Agreement.

ARTICLE 8 VACATIONS

Section 8.01 VACATION ACCRUALS:

- A. Except as stated below for part-time and Clean Team employees working less than 1040 hours per year, all employees who have been employed by the Employer for a period of one (1) year or more shall receive one (1) weeks’ vacation with pay, those employees who have been employed by the Employer for two (2) years or more shall receive two (2) weeks’ vacation with pay, those employees with five (5) years of service or more with the Employer shall receive three (3) weeks’ vacation with pay, those employees with fourteen (14) years of service or more with the Employer shall receive four (4) weeks’ vacation with pay, and those employees with eighteen (18)

years of service or more with the Employer shall receive five (5) weeks' vacation with pay.

Pro-rated vacation for a Part-time or Clean Team employee working (including paid hours) less than 1040 hours per year shall be granted based on their average hours worked during their anniversary year. The maximum vacation pay for such employees in any year shall be three (3) weeks at twenty (20) hours pay per week.

- B. Full-time employees with six (6) months or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation. Such pro-rated vacation to be based on the length of time an employee served from the date of employment during the first year and thereafter the length of time an employee served since his last anniversary date of employment, pro-rated.
- C. Part-time employees must be employed for at least two years before they are entitled to pro-rated vacation if they leave.
- D. In no event can employees borrow ahead on vacation time not yet earned.
- E. The Employer will allow all employees to carry over one earned, but unused, week of vacation into the following year unless additional carryover is mandated by federal, state or local law, in which case the employee will be allowed to carry over additional vacation necessary to comply with the applicable law. At no time will employees accumulate more than one week of carried over vacation except to comply with the law as set forth above in this Section 8.01(E).

Section 8.02 HOLIDAY WEEKS: Employees taking a full week of vacation during a holiday week shall be given one (1) extra day of vacation or pay in lieu thereof.

Section 8.03 DETERMINING PAY:

- A. Vacation pay for all employees shall be at the employee's current straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the employee is entitled, inclusive of overtime.
- B. Vacation hours for full-time employees who miss work time due to illness, workers compensation, etc. will be determined by taking the total number of hours worked for the past year and dividing that, by the number of full or partial weeks worked in the past year, vacation shall not exceed forty (40) hours for the week.

Section 8.04 TIME OFF REQUESTS:

- A. Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the granted time requested by the employee interfere with the operation of the business, the Employer and employee will mutually arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the

operation of the business.

B. ANNUAL SIGN-UP: A vacation sign up schedule shall be posted by January 1st of each year.

- 1) In posting the annual vacation sign up schedule, the Employer may designate up to four (4) weeks (i.e., a period of seven (7) consecutive days) during which no employee shall be permitted to schedule vacation. Such designations shall be made separately for each department and shall be indicated by "blacking out" the period in question at the time of posting the vacation sign up schedule. Vacation shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority, provided the more senior employee notified the Employer of their requested vacation dates, in writing, prior to March 1st of each year. The Employer will approve vacations in writing for the sign-up period by March 15th. Changes in vacations will be by mutual agreement. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of the vacation period, if requested.
- 2) Vacations will be awarded by seniority within the department. Where problems arise and/or where mutual agreement cannot be achieved, store seniority will prevail. Prior to the posting of the approved vacation schedule, the Employer will meet with, to notify, less senior employees whose vacations were not approved to allow for the selection of alternative vacation weeks.

C. DAY BEFORE AND DAY AFTER: The Employer will continue its past practice of making its best effort to permit employees using paid vacation in one-week blocks to have the day before and the day after the scheduled vacation as their regular day off. It is understood and agreed that, if it proves to be impossible to continue this practice in a majority of cases in the future, the Employer and the Union will meet and attempt to negotiate a mutually satisfactory solution.

D. LESS THAN ONE WEEK: An employee may take all of the employee's paid vacation entitlement on a "day at a time" or one-half day basis (increments of less than one week), provided that:

- 1) Under normal circumstances the employee's request to use vacation on a "day at a time" or half-day basis must be received during the week prior to posting the work schedule covering the period when the vacation days are to be used. When an employee requests to use these single or half days due to an immediate need said requests will not be unreasonably withheld.
- 2) Vacation use on a "day at a time" or half-day basis will be granted on this basis by mutual agreement of the employee and the Employer, with the understanding that the Employer's consent may not be withheld because the days requested are weekend days or because they would result in an extended weekend.
- 3) In granting employee requests for use of vacation, preference shall be given to the request of an employee proposing to use vacation in a block of one week or more

over the request of an employee proposing to use vacation in an increment of less than one week.

- E. **PART-TIME TO FULL-TIME:** Part-time employees who move into a full-time position will earn vacation based on their most recent part-time date of hire with the Employer.
- F. **ABSENCE COUNTED AS TIME WORKED:** An employee absent from work because of Workers' Compensation, injury, accident, or illness verified by a doctor's certificate, if requested, will have the time absent from work for any one of those reasons counted as time worked for a period of up to three (3) months.

Section 8.05 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.

Section 8.06 ELECTION DAY: The Employer and the Union encourage all eligible employees to vote. The Employer will follow all State and Federal laws regarding time off and pay.

ARTICLE 9 HOLIDAYS

Section 9.01 DESIGNATED HOLIDAYS: For purposes of this Contract, the following days are holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees shall not work on Christmas Day and after 4:00 p.m. on Christmas Eve.

Section 9.02 HOLIDAY WORKWEEK:

- A. A basic holiday workweek for all employees shall be thirty-two (32) hours excluding holiday pay and actual hours worked on the holiday unless changed by mutual agreement.
- B. In the event any of the above-mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purpose of this Article, except that Christmas Day shall always be observed as a holiday on December 25th.

Section 9.03 PERSONAL HOLIDAYS:

- A. In addition to these holidays, Regular full-time employees shall have two (2) additional days off with pay which shall be granted as personal holidays to individual employees by mutual agreement between the Employer and the employee so that employees on an individual basis will have a three (3) day weekend counting their regular day off.

- B. Regular Part-time and Modified Full-time employees shall be entitled to receive a personal holiday after 520 hours of employment and another holiday with pay after completing one (1) year of employment.
- C. Regular Full-time, Modified Full-time and Regular Part-time employees will be granted one (1) additional personal holiday after completing ten (10) years of employment, and one (1) additional personal holiday after completing twenty (20) years of employment, and one (1) additional personal holiday after completing twenty-five (25) years of employment.

Section 9.04 WORK ON HOLIDAYS:

- A. Employees can volunteer to work on holidays and such opportunities will be rotated among those volunteering in each department as equitably as possible, consistent with efficient operation of the store. If there are insufficient volunteers in a department, the Employer may schedule employees to work holidays, but any such scheduling shall be rotated among employees in the store so that working holiday is distributed as equitably as possible on all employees consistent with efficient operation of the store. In no event will an employee be required to work on two (2) successive holidays. There will be a sign-up sheet in each department.

Section 9.05 CHRISTMAS:

- A. It is agreed that no employees shall work after 4:00 p.m., December 24th, Christmas Eve. No deduction shall be made for time not worked after 4:00 p.m., December 24th, Christmas Eve.
- B. All Regular part-time and Modified Full-time employees hired before June 21st, 2005, normally scheduled to work after 2:00 p.m. on the day on which Christmas Eve falls, will receive three (3) hours of Christmas Eve pay.
- C. For Regular Full-time employees, during the week in which Christmas Eve and Christmas Day occurs, the basic workweek shall be twenty-nine (29) hours. When Christmas Eve falls on Saturday, the preceding basic workweek will be thirty-seven (37) hours, and the following basic workweek will be thirty-two (32) hours. All time worked in excess of that adjusted basic workweek hours for Christmas Eve and Christmas Day shall be paid for at one and one-half (1½) times the employee's regular rate of pay.

Section 9.06 HOLIDAY PAY:

A. REGULAR FULL-TIME:

- (i) Regular Full-time employees shall receive eight (8) hours' straight time pay for any of the days mentioned in Paragraph 9.01 above, if the employees have worked during the holiday week their scheduled day before and their scheduled day after the holiday, except for bona fide illness.

- (ii) Full time employees who work on a holiday or on Easter Sunday shall receive time and one-half (1 ½) their regular hourly rate of pay.

B. MODIFIED FULL-TIME AND PART-TIME:

- (i) Part-time employees hired before June 21st, 2005, who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Easter Sunday shall be paid at time and one-half (1 ½) their regular hourly wage rate for hours worked on those days. This wage shall be in addition to any other holiday benefits which may accrue to these employees under the Collective Bargaining Agreement.
- (ii) Part time employees hired after June 20th, 2005, will receive straight-time for hours worked on these days.
- (iii) Modified Full-time employees and Regular part-time employees working in any holiday week who have worked ninety (90) calendar days for the Employer, and part-time Clean Team employees and Universal Part-time employees working in any holiday week who have worked one hundred and twenty (120) calendar days for the Employer, who have worked their last scheduled workday before and their first scheduled workday after a holiday, except for bona fide illness, shall be entitled to holiday pay calculated as follows:
 - 1) The employee's average hours worked per week will be determined by averaging the hours worked (inclusive of vacation hours) during the preceding anniversary year and will be granted for each anniversary year's use. Average hours worked per week for employees with less than 1 year of employment in the preceding anniversary year will be based on the average of the hours to date at the end of that preceding anniversary year.
 - 2) After the average hours worked per week have been calculated, the holiday pay due to the employee will be determined by applying the following schedule:
 - a. 15 hours to 19.99 hours = four (4) hours' pay
 - b. 20 hours to 29.99 hours = six (6) hours' pay
 - c. 30 hours and over = eight (8) hours' pay

C. Holiday pay will be paid based on the employee's current hourly rate of pay. Holiday pay will not be taken into account in determining an employee's entitlement to overtime rates or full-time wages. No employee shall be rescheduled to avoid payment of holiday pay.

D. In the event any other employers who operate retail grocery stores in the Duluth/Superior area who have a collective bargaining relationship with the Union are permitted to have employees work on these holidays without payment of time and one-half (1 ½) their regular hourly rate, then the Employer shall not be required to pay time and one-half (1 ½) the regular hourly wage rate to its employees working on these holidays.

ARTICLE 10 SENIORITY

Section 10.01 **DEFINITION:** Seniority shall be defined as the length of continuous service with the Employer while working under the jurisdiction of this Agreement.

Section 10.02 **LAY-OFF RECALL:** Seniority shall prevail in regard to laying off and recalling, provided the employee is qualified to do the work available and works at the Contract rate. Seniority may be exercised for layoff and rehire against the most junior employees with the last employee hired being the first employee laid off.

Section 10.03 **SENIORITY DATE:** The date of employment or hire shall be the date when the employee first punched in for training. Where two (2) or more employees have the same date of hire or employment, relative seniority shall be established by alphabetical order of last names, with "A" being the most senior.

Section 10.04 **SENIORITY LISTS:** Seniority listings, including classifications and departments of all employees employed by the Employer in each individual store shall be posted in a conspicuous place in each store and kept current.

Section 10.05 **DEPARTMENT HEADS:**

- A. The Employer may, in its sole discretion, select and place employees in department head positions without regard to seniority. The following shall be considered department head positions:

- Produce Manager
- Head (CSM) Customer Service Manager
- Grocery Manager
- Bakery Manager
- Deli Manager
- Meat Department Manager
- Frozen/Dairy Manager
- General Merchandise Manager

- B. The Employer shall not be required to establish additional department head positions; however, once an Employer establishes a department head position, the Employer must maintain and keep that position filled, unless otherwise agreed to, in writing, by the Union. All department head employees, as provided for in this Agreement, shall acquire super seniority in the store where they are employed. During the first six (6) months of an employee's service in a department head position, the employee will be regarded as probationary, subject to removal from that department head position by the Employer in its sole discretion, without recourse to the grievance or arbitration procedure. Once an employee has completed a six (6) month probation period in a department head position, the employee may be removed from that position only for reasonable grounds. Any objection by such an employee that there are no reasonable grounds for removal shall be subject to the grievance and arbitration procedures in Article 14 of this Agreement.

Section 10.06 LEADS: The Employer has the right to appoint employees from time to time as leads. Employees appointed as leads will receive an hourly pay premium as set forth below. The Employer will continue their lead status and premium pay as long as the employee agrees to perform assigned lead duties or is removed for cause. During the first year of service in a lead role for the Employer, the employee will receive a fifty cent (.50¢) per hour premium; during the second year of service, the employee will receive a fifty-five cent (.55¢) per hour premium; during the third year, a sixty-five cent (.65¢) per hour premium; during the fourth year, a seventy-five cent (.75¢) per hour premium.

Employer agrees to pay Managers on Duty who are duly designated by the Store Director or Assistant Store Director as a Manager on Duty, when the Store Director or Assistant Store Director are not scheduled to work, a One Dollar and Fifty Cent (\$1.50) per hour premium for the shift in which the employee is designated as the Manager on Duty. This Manager on Duty premium will not be payable to persons working the Night Crew.

This is in addition to any lead pay or department head pay.

Section 10.07 PROMOTIONS:

- A. REGULAR FULL-TIME OPENINGS:** When an opening occurs for Regular Full-time employees, part-time employees and Modified Full-time employees shall be given the first opportunity to fill such opening, provided they have the ability and availability to perform the work. All full-time openings, including department head positions, shall be posted. All postings must remain posted for a period of not less than one (1) week. Interested and available employees shall acknowledge their interest in filling the position by signing the posting. Employees who have signed the posting and have the qualifying abilities and are available will receive fifty percent (50%) of all Regular Full-time job openings based on seniority, except for department head positions which shall be at the Employer's discretion (Section 10.05). If no such part-time or Modified Full-time employees apply who are qualified and available, the Employer is free to pick whoever it chooses to fill the vacancy. Seniority will not apply to the rescheduling of hours of work of part-time employees, except as provided herein. No part-time employee shall have his hours reduced in an effort to discriminate against said part-time employee.
- B. REGULAR PART-TIME OPENINGS:** Part-time Clean Team employees and Universal Part-time Employees will be given the opportunity for Regular part-time positions within their store, based on their seniority, provided they have the qualifying abilities and are available. If no part-time Clean Team employee or Universal Employee has the qualifying abilities or is not available, the Employer may hire a new Regular part-time employee. Part-time Clean Team employees moving to Regular part-time positions shall receive the next higher Regular part-time rate above the rate last received by that employee as a part-time Clean Team employee. Universal Employees moving to Regular part-time will receive credit for total hours worked as Universal Part-time employee only for purposes of determining wage progression.

Section 10.08 CLASSIFICATIONS:

- A. REGULAR FULL-TIME:** Regular Full-time employees are employees who are guaranteed forty (40) hours per week to be worked in five (5) eight (8) hour days, unless requested by the employee and mutually agreed. Meat cutters are Regular full-time employees whose primary duty is to cut meat.
- B. MODIFIED FULL-TIME:** Modified Full-time employees are those Full-time employees who are paid according to the part-time wage scale but have hours of availability that enable them to work guaranteed schedules of no less than:
- 1) Twenty-four (24) hours effective May 1, 2015
 - 2) Twenty-six (26) hours per week effective May 1, 2016
 - 3) Twenty-eight (28) hours per week effective May 1, 2017.
- Modified full-time will be scheduled up to forty (40) hours based on the employee's hours of availability and the store needs.
- C. REGULAR PART-TIME:** Regular Part-time employees shall be any employee who is not classified as Full-time and is guaranteed a minimum of eighteen (18) or more hours per week. Employees hired on or before April 7, 2015, who request and are available, will be guaranteed twenty (20) or more hours per week. Part-time employees hired prior to June 21, 2005, who request and are available and will be guaranteed a minimum of:
- 1) Twenty-four (24) hours effective May 1, 2015
 - 2) Twenty-six (26) hours per week effective May 1, 2016
 - 3) Twenty-eight (28) hours per week effective May 1, 2017.
- D. UNIVERSAL PART-TIME:** Universal Part-time employees shall be guaranteed a minimum of 10 hours per and shall work no more than 20 hours per week except during holiday weeks and during the summer waiver period where they may work without such restriction, as long as all other employees are working their desired maximum number of hours up to forty (40) per week [thirty-two (32) hours for a holiday week]. At no time will the number of Universal Part-time employees exceed 15% of the Employer's bargaining unit workforce.
- E. CLEAN TEAM:** Clean Team employees shall be employees whose principal duties do not include handling food items.
- F. CLEAN TEAM DUTIES:**
- (i) The duties of Clean Team employees shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; floor maintenance anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; returning shopping carts to the store; cleaning areas around the check-out lanes; cleaning and refacing shelves; cleaning rest rooms; disposing of

trash and rubbish; hanging of window signs and washing of store windows; cleaning all areas in the store; repair or maintenance work in all store areas; pulling cardboard; returning unsold merchandise to shelves; removing merchandise from the shelf and replacing merchandise to the shelf in case of equipment breakdown and house cleaning, and stocking, pricing, marketing and selling non-food items.

(ii) If a Clean Team employee performs duties at the specific direction of the Employer other than as defined in Section 10.08 above, the Clean Team employee shall receive the top part-time or full-time food handling rate for all hours worked that day by the Clean Team employee.

G. When additional hours are available, all Modified Full-Time and Regular Part-Time employees hired prior to June 21, 2005, who request and are available to work extra hours, will be scheduled not less than thirty-two (32) hours per week (unless fewer than 32 hours are requested) before additional hours (meaning hours above the guaranteed minimums) are distributed to remaining employees who desire more hours. Nothing, however, prohibits these employees from requesting and being scheduled to work more than thirty-two (32) hours when hours are available.

The intent of this language is to allow more senior employees to share in the distribution of additional hours along with other employees, and not be exempt from additional hours merely because they have a higher guaranteed minimum.

Section 10.09 **TERMINATION OF SENIORITY:** An employee shall cease to have seniority if the employee:

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return to employment after layoff, and reasonable notice of recall;
- D. Is absent for any reason, except military service, for a period of one (1) year or more;
- E. No employee shall lose seniority because of sickness or accident or for any reason beyond the control of the employee, subject to this one (1) year limitation, except as provided for in Article 19, as long as the employee complies with all medical restrictions and requirements; or
- F. After six (6) months as a supervisory employee.

ARTICLE 11 UNION LABEL CARDS

The Union label card or decal is the property of the Local Union No. 1189 at all times and is loaned to the Employer while this Contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 12 EMPLOYMENT TERMINATION

Section 12.01 **TWO WEEKS' NOTICE:** The Employer shall be entitled to two (2) weeks' notice of an employee's intention to quit. Failure to give such notice shall result in a forfeiture of accrued vacation pay for a period equal to the time deficiency in giving the notice.

Section 12.02 **PROBATION:** Any new employee shall be subject to discharge at the option of the Employer during the first thirty (30) days of employment after the last date of hire. The probationary period may be extended up to thirty (30) additional days upon the Employer's written request and agreement from the Union. The Employer will provide the employee and the Union with the reason for the extension request.

Section 12.03 **JUST CAUSE:** The Employer shall not discharge nor suspend any employee without just cause.

Section 12.04 **WARNING NOTICE:** In respect to discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. No warning notice need be given to an employee where they are discharged if the cause for discharge is dishonesty, drunkenness or drinking on the job, willful insubordination, violation of an established written work rule, or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. However, all warning notices and other notification of discipline will remain in an employee's file even if no longer in effect. All discharges must be by proper written notice to the employee and the Union affected.

Section 12.05 **REQUEST FOR INVESTIGATION:** Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at the employee's usual rate of pay while the employee has been out of work.

Section 12.06 **APPEAL:** Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance procedure set forth herein.

ARTICLE 13 AGREEMENT VIOLATIONS

Section 13.01 An Employer who intentionally violates any part of this Agreement shall be penalized for the violation. If such violations are proven, the Employer shall pay double (2) times the amount involved, but not to exceed one hundred eighty (180) days.

Section 13.02 No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in Article 14.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.01 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

- A. Between the employee affected and his/her Department Head.
- B. By a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
- C. Any dispute, difference, or grievance not resolved in Steps A or B above, may be reduced to writing within ten (10) days of the meeting in Steps A or B above. Any grievance for disciplinary suspension or termination must be reduced to writing within (10) days of the suspension or termination. Within ten (10) days from the date the grievance is filed, representatives of the Union and the Company will meet in an effort to resolve the grievance. If the Step C meeting is not held within thirty (30) days of the date the grievance is filed, the Union may advance the grievance to Step E.
- D. Should the dispute, difference or grievance not be resolved in Step C, or no meeting is held at Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS) will be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.
- E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon or no Step C meeting is held) the matter may be referred to binding arbitration. Such request for arbitration must be within ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).
- F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an arbitration panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names. The arbitrators will be selected by the parties alternately striking names until one (1) arbitrator is left. The order of strikes will be determined by lot.

Section 14.02 The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement.

Section 14.03 Any expense involved by the use of arbitration shall be borne equally by the Union and the Employer.

Section 14.04 At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if,

in the judgment of the Executive Committee, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

Section 14.05 **TIME LIMITS:** All disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 within thirty (30) days after the employee had knowledge of the occurrence giving rise to the grievance. These time limits, and the time limits in 14.01, C, D, & E are binding, and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid pay grievance and shall be collectable over a period of time covering one (1) year or back to the effective date of the Agreement, whichever is more.

Section 14.06 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable attorney’s fees as awarded by the Court. Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees as awarded by the Court to the refusing party.

ARTICLE 15 RETIREMENT AND HEALTH AND WELFARE

Section 15.01 **PENSION:** For historical reference to the pension provisions from the prior collective bargaining agreement between the Parties, effective November 1, 2020, through November 4, 2023, refer to Letter of Understanding – Historical Pension Provisions.

Section 15.02 DEFINED CONTRIBUTION FUND (401(a) AND 401 (k) Plan):

A. CONTRIBUTIONS:

- 1) The Employer will make the following contributions into the Local 1189 Defined Contribution Fund during the term of this Agreement for all bargaining unit employees in the classifications set forth below for all hours worked (subject to the waiting period in subsection (3) below); together with hours of holiday and vacation pay, up to forty (40) hours per week.

Classification	April 7, 2024	April 6, 2025
Full-Time or Part-Time Employees with More than Five (5) Years of Service	\$1.76	\$1.76
Full-Time or Part-Time Employees with Less than Five (5) Years of Service (exclusive of part-time Clean Team employees and	\$1.16	\$1.16

Universal Part-Time employees)		
Universal Part-Time Employees	\$.20	\$.20

- 2) The above-referenced Fund will be jointly administered by the Union and participating Employers as provided in the Trust Agreement for the Local 1189 Defined Contribution Fund and any amendments thereto.
 - 3) No contribution shall be due to such Fund for any regular part-time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position for which a contribution to such Fund is required.
- B.** All bargaining unit employees who have completed their probationary period and are otherwise eligible under the Trust Agreement will be allowed to make pre-tax contributions into a 401K plan which shall be jointly administered by the Union and the Employers as provided for in a Trust Agreement which establishes such Plan. The Employer is bound to the Trust Agreement and any amendments hereto but only to the extent the Trust Agreement does not conflict with any term of this Agreement. It is understood that the Employer shall have no obligation to make any contribution to such 401K plan, to match any employee contributions to such plan, or otherwise to fund that plan.
- C.** Notwithstanding the terms of this SECTION 15.01, the Employer's obligation to make contributions to any retirement plans or funds shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.

Section 15.03 HEALTH AND WELFARE

A. FULL-TIME:

- 1) The Employer agrees to make contributions to the United Food and Commercial Workers Union, Local 1189 and St. Paul Food Employers Health Care Plan on behalf of any full-time employee who has worked in the reporting period ("Full-time Contributions").
- 2) Employees, previously classified as part-time, who were eligible for and elected family coverage prior to ratification of this Agreement on April 7, 2015, and who agree and are available to work thirty (30) hours or more per week, will be reclassified as Modified Full Time. Modified Full-time employees will continue to be eligible for family health coverage as long as they continue to be available to work the required hours.
- 3) In reporting periods where the full-time employee does not average twenty four (24) or more hours per week (as defined above), a part-time contribution will be

paid by the employer for the weeks where the employee’s hours are below twenty four (24) hours, unless otherwise required. In such instances, the employee will be responsible for the difference in contribution rates.

B. PART-TIME: The Employer agrees to make contributions to the Fund on behalf of any Regular part-time employee (excluding Clean Team and Universal Part-time employees).

1) Part-time eligibility Year 1: (2015) Employees who, prior to ratification, were eligible for single health care coverage, were not eligible and or did not elect family health coverage, and who agree and are available to work twenty-four (24) or more hours per week, will remain eligible for single health coverage for the life of the Agreement.

a) Employees who do not agree to work twenty-four (24) or more hours per week will not be eligible for health insurance through “the plan.”

2) Part-time eligibility Year 2 and 3 (2016 and 2017): Employees who average thirty (30) hours or more in the previous year (as determined 10/3/15 and 10/3/16) will be eligible for coverage in the following year and for the remainder of the Agreement provided they agree and are available to work 24 or more hours per week.

3) The Employer will make contributions on all employees who are classified as regular Full-time, Modified Full-time, or Regular Part-time whether or not the employee is eligible for benefits from the Plan. No contribution should be made for Clean Team employees unless such employee performs work which requires the part-time rate of pay as provided under SECTION 10.08(F)(ii) and who works on at least one day each week during the previous month which requires the part-time rate of pay, and in that case, the contribution to the Fund on behalf of such employee shall be required for each week the employee performed work which required the part-time rate of pay. No contribution shall be made for Universal Part-time employees.

4) Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

C. CONTRIBUTIONS

The employer and employees will make the following contributions:

Effective Date	April 7, 2024	April 6, 2025
Total:	\$254.98	\$263.20
Employee:	\$20.00	\$20.00
Employer:	\$234.98	\$243.20

Effective Date	April 7, 2024	April 6, 2025
Total:	\$95.95	\$99.03
Employee:	\$8.00	\$8.00
Employer:	\$87.95	\$91.03

The Employer will remit the Employer portion to the Fund. In addition, the Employer will collect and remit to the Fund the Employee contribution if the Employee was given a paycheck for the payroll period. If the Employer did not issue a paycheck to the Employee, then the Employee is responsible for remitting the Employee contribution to the Fund, and the Employer is only responsible for submitting the Employer contribution.

- D. The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this Agreement. Benefits may be modified by mutual agreement of the board of trustees.
- E. The Employer has the right, in its sole discretion, to provide (or not to provide) health care coverage to part-time employees or any other bargaining unit employee not otherwise provided with health care coverage under this Agreement. The Employer has the sole right to determine the eligibility, coverage levels, and employee contributions, and the Employer may amend or terminate these at any time in its sole discretion. The parties intend that any coverage provided will be in compliance with the Affordable Care Act and any other applicable law.
- F. In the event of absence of an Employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the Employee leaves active employment due to injury, illness, or sickness. The forgoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling 12-month eligibility period for additional FMLA and coverage under this paragraph. In the event of leave of absence or military leave or in the event of Employees who are laid off or are off because of illness, sickness, or injury beyond the said three (3) month period they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.
- G. During the time that the Employees covered hereunder are on vacation, the Employer shall continue coverage with co-payments deducted from the applicable vacation pay paid to the Employee.
- H. The Employer will allow an Employer selected, Long Term Disability provider to offer a long-term disability plan at 100% employee funded cost via payroll deduction.

ARTICLE 16 SHELF STOCKING

Section 16.01 Employer shall be allowed to utilize suppliers, vendors, and salesmen to stock products that they represent, stocking of these products will be held at the minimum consistent with a good operation. Further, the Employer shall be allowed to utilize retail merchandisers for the purpose of doing resets. The above referenced individuals shall be utilized in addition to, not as a replacement of, bargaining unit employees. All other products will be stocked by members of Local 1189, only, except that the Store Director, and Assistant Directors, (but no other supervisor) may stock products.

Section 16.02 As a condition of this Article, the participating Employer agrees that there shall be no layoff or reduction in hours of any full-time or part-time employee on the Employer's seniority list as of May 5, 2013 for the duration of the Collective Bargaining Agreement. If such an employee is laid off or suffers a reduction in hours during this period, the Employer shall lose its right to operate under the terms of this Article.

It is understood and agreed that this provision regarding layoffs and reduction in hours shall have no application in the event of store closure, proven loss of business, excluding seasonal fluctuations, retirement, voluntary quit, discharge for just cause, inability to perform the essential functions of the job due to disability, termination prior to the completion of the probationary period, interruption of business due to "act of God", or death. Moreover, it is understood that the employees intended to be protected by this provision do not include retired employees working on a part-time basis, "Sunday-only" employees, or employees working on waivers.

Section 16.03 VENDOR STOCKING:

Outside vendors including drivers/salesmen may stock the following items:

- 1) All general merchandise items including but not limited to pet food and supplies, books, magazines, cards, candies, photo supplies and all household goods.
- 2) All health, beauty and cosmetic products.
- 3) All Dairy products including but not limited to milk, cream, butter, cottage cheese.
- 4) All soda, water, and beer products.
- 5) All commercial bread including fresh bakery goods.
- 6) All cookies and crackers.
- 7) All spices.
- 8) All types of chips in both box and bag form.
- 9) All tobacco products.
- 10) All Kool-Aid products.

- 11) All gourmet specialty type foods.
- 12) All institutional sized packages of foods.

ARTICLE 17 JURY DUTY

A full-time or part-time employee, exclusive of part-time Clean Team and Universal Part-time employees, who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with the jury duty pay, does not equal the employee's regular weekly pay, the Employer will make up the difference, provided the employee works such hours as the employee is available during the hours when Court is not in session. The above shall apply to petit jury duty only. An employee receiving full pay from his/her Employer while serving on jury will be required to turn in to the Employer the jury duty pay for the period the employee served on the jury.

ARTICLE 18 BEREAVEMENT LEAVE

The Employer agrees to pay any employee, for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, not to exceed eight (8) hours per day, provided the employee attends the funeral, and provided the compensable day or days off fall on the employee's normally scheduled workdays. The term "immediate family" shall mean spouse, parents, child, adopted child, foster child, brother, sister, step-parents, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, domestic partner or any relative residing with the employee or with whom the employee is residing. A maximum of four (4) days' funeral leave shall be granted in the event of the death of a spouse. In the event an employee would be entitled to bereavement leave during the period they are on vacation, one (1) day of funeral leave shall be allowed.

"Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the employee seeks benefits under this Section.

ARTICLE 19 LEAVES OF ABSENCE

Section 19.01 Employees shall be entitled to written leaves of absence, for the following reasons:

Section 19.02 **ILLNESS OR INJURY:** Illness or injury of the employee which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request, for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the Employer of his whereabouts and status.

Section 19.03 **COMPENSABLE INJURY:** In cases of compensable injury, employees

shall be granted a leave of absence for a period of one (1) year. Where required, two (2) six (6) month extensions shall be granted, provided the employee notifies the Personnel Department, in writing, that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

Section 19.04 **INJURED ON THE JOB:** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than eight (8) hours.

Section 19.05 **PREGNANCY:** Disability due to pregnancy shall be treated the same as other disabilities for leave purposes.

Section 19.06 **MINNESOTA PAID FAMILY AND MEDICAL LEAVE:** The Minnesota Department of Employment and Economic Development ("DEED") determines eligibility for Minnesota Paid Family and Medical Leave ("PFML") benefits. Paid Leave premiums will be collected starting January 1, 2026, with benefits available to employees that same date. Starting January 1, 2026, the Employer will deduct from Employees' pay 50% of the premium DEED charges to employers up to any statutory cap on employee premiums. The Employer will pay any remainder of the premium. For example, if in 2026 the PFML premium is zero point seven percent (0.7%) of each employee's taxable wages and the cost may be shared on a 50/50 basis, the Employer and Employees will pay the PFML premium as follows: (1) zero point thirty-five percent (0.35%) will be paid by employees (the Employer will withhold this amount from each employee's paycheck), and (2) zero point thirty-five percent (0.35%) will be paid by the Employer.

Section 19.07 **MILITARY LEAVE:** A leave of absence for military service by the employee shall be granted as required by the provisions of the Veterans Reemployment Act. Any employee who serves in the National Guard for military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit which they serve. Such employee shall give the Employer two (2) weeks' prior notice. An employee shall not be required to take military training duties as his/her earned vacation. The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States.

Section 19.08 **UNION LEAVE:** Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full-time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which they are elected.

Section 19.09 **OTHER LEAVES:** Leaves of absences may be granted for any other reason acceptable to the Employer.

- A. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Such leave will not exceed one (1) year and can be renewed by the Employer for one (1) additional year. If a leave of

absence shall exceed three (3) months, the Employer shall provide written notice of such leave of absence, and any extensions thereof to the Union. The Employer is not required to grant leaves in excess of three (3) months.

- B. Other leaves, as per item 19.09(A) above, shall run to a maximum of three (3) months for employees, to be renewed for such length of time as the Employer and the employee may agree.

Section 19.10 WHILE ON LEAVE:

- A. Any employee who is granted a leave of absence and, while on such leave of absence, accepts employment with another employer, or who goes into business for himself or herself, is subject to discharge.
- B. Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this Contract, unless specifically provided for herein.

Section 19.11 RETURN TO WORK: Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work at least twenty-four (24) hours prior to the posting of a work schedule, the employee shall be restored to work to begin not later than the first regular working day in the period covered by that work schedule. If the notice of availability for work is given after that deadline, the Employer shall schedule the employee no later than the schedule prepared for the next following period.

ARTICLE 20 NIGHT STOCKERS

Section 20.01 The Employer may use a night stock crew to stock the store.

Section 20.02 “Night stockers” are employees whose duties are limited to filling store displays and shelves and operations related thereto. Night stockers are generally scheduled to work between the hours of 6:00 p.m. and 9:00 a.m., and generally do not operate cash registers, or normally service store customers.

Section 20.03 “Night stock crew” is an organized group of stockers generally scheduled to work between the hours of 6:00 p.m. and 9:00 a.m. The primary purpose of a night stock crew is to stock the store with merchandise for retail sale and prepare the store for retail operations.

ARTICLE 21 EMERGENCY PROVISIONS

Section 21.01 SHOOTINGS, OTHER VIOLENT ATTACKS AND DANGEROUS EMERGENCIES AT STORES:

- A. This provision will control in case of a shooting, other violent attack or other similar emergency on store premises that adversely affects the emotional or

mental health of or injures employees. These and similar situations are called “dangerous emergencies” in this agreement.

- B.** The Employer agrees that employees do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, employees should protect themselves and, to the extent safely and reasonably possible, co-workers.
- C.** The Employer has policies that workers should follow to protect themselves and co-workers during dangerous emergencies.
- D.** The Employer will train Managers, Assistant Managers, Department Heads, MODs and FES/CSM on policies regarding ‘dangerous emergencies.’
- E.** The Employer will comply with federal, state, and local laws and regulations, including but not limited to OSHA, regarding entrances and exit routes to the stores.
- F.** The Employer agrees not to reopen any store where a dangerous emergency occurred until any necessary repairs, in the Employer’s discretion, have been made to return the store to good working order.
- G.** The Employer will offer returning workers their previous positions, wage rates, and benefits.
- H.** The Employer will transfer employees who choose not to return to their store to openings in other stores. The Employer will consider the individual circumstances of the employee being transferred, including where the employee lives. The Employer will exercise reasonable efforts to transfer those employees into the same positions they worked at their prior store, or to positions as equivalent as possible in terms of department, work performed, duties and other working conditions. The Employer will provide transferred workers with the same wage rates, seniority, PTO, holidays and benefits (including health and welfare and retirement benefits) as those the employees received at their prior store.
- I.** There shall be in each store a safety and security captain and an alternate from the bargaining unit, mutually agreed by the Union and Employer. On a quarterly basis, each of the safety and security captains and/or alternates in a district shall collectively meet on paid time (during a regularly scheduled shift) via a virtual meeting with representatives of management and the Union to discuss health, safety and security conditions in the stores. The safety and security captains and/or alternates will make recommendations in the area of safety, health and security, discuss employee complaints, and distribute information concerning safety, health and security. The participants in these meetings shall mutually identify and agree on training and/or experts helpful to the committee. Meetings shall be held each calendar quarter. The Employer will post in the employee break area the contact person for incident reporting. At each meeting, the

Employer shall provide a summary of safety, health and security matters for the prior quarter.

Section 21.02 DISASTERS, PANDEMICS AND OTHER EMERGENCIES:

- A. Public Health Emergencies, Catastrophic Emergencies, and Natural Disasters (“Emergency Provision”): Should a Federal, state or local government announce or declare a public health emergency, catastrophic emergency or natural disaster in an area where a store is located and/or affected, this emergency provision will control, except to the extent that other Agreement provisions provide greater protections or benefits to workers. These events are referred to as “emergencies.” All other sections of this Agreement not in conflict with this emergency provision will remain in effect.
- B. Employer-Union Cooperation: Upon request by either the Employer or the Union, within fourteen (14) calendar days of the declaration of a public health emergency, or seven (7) days of a catastrophic emergency or natural disaster, representatives of the Employer and the Union shall meet to discuss the health, safety and security implications for employees.
- C. Leave: During the emergency, employees have the right to use any available leave (including leave in this Agreement or leave provided by Federal, state or local law) that they are eligible for to address any effect of the emergency, provided that employees request and are approved for such leave in accordance with any applicable provisions in this Agreement, company policies and procedures, and Federal, state or local laws and regulations.
- D. Safety and Health: The Employer will work with Federal, State, and Local recommendations to ensure employees are safe. Upon request, the Employer will meet and discuss these safety measures with the union.
- E. Personal Protective Equipment The Employer will review the appropriateness of Personal Protective Equipment (“PPE”) related to emergencies and, to the extent PPE use is mandated by the Employer with respect to an emergency, it will provide the PPE at no cost to employees.

ARTICLE 22 RATE OF PAY

Section 22.01 PREVIOUS EXPERIENCE: Previous comparable experience shall be considered for the purposes of rate determination. All claims by employees for prior food handling experience must be disclosed during the application process. Employers that employ employees with previous comparable experience shall negotiate a wage rate that is mutually agreeable with the Employee(s) affected and the Union. When an employee is paid at a rate higher than the starting rate, the employee will receive credit for the hours that correspond to the wage rate and the employee will progress from there.

Section 22.02 NIGHT PREMIUM: All employees doing night work shall receive a fifty cents (.50¢) per hour premium over and above the regular hourly rate. The night premium

of fifty cents (.50¢) per hour will be paid to all employees working between the hours of 10:00 p.m. and 8:00 a.m., provided such employees are scheduled to start work prior to 5:00 a.m. The night premium of fifty cents (.50¢) per hour also will be paid to any employee who has the majority of his/her scheduled work hours between 10:00 p.m. and 6:00 a.m. The employee in charge of the store overnight will receive fifty cents (.50¢) per hour in addition to any premium they might otherwise be entitled to receive.

Section 22.03 WAGE RATES:

- A. Attached to and made a part of this Contract, wage rates appear under Addendum "A. For the purpose of computing wage rates, employees will be paid based on their classification and as outlined in Addendum "A" of this Agreement."
- B. The Employer shall have the right to adjust wages of its employees, provided such adjustments are made over the Contract wage rate range and, provided further, that such adjustments are made within the Contract period.
- C. Regular and Universal Part Time Employees and Clean Team Employees shall receive not less than ten cents (\$.10) above federal state, city or county minimum wage, whichever is higher, during the term of this agreement.

Section 22.04 Employees shall be paid in full for all time spent in the service of the Employer.

Section 22.05 If an employee is required to work in more than one (1) store during his/her regular eight (8) hour shift, he/she shall be paid his/her regular straight time rate of pay for time spent in transit, one (1) way.

Section 22.06 WAIVERS:

- A. It is understood that the Employer may promote part-time employees to temporary full-time status for the summer on the following basis:
 - (i) Any employee moved from part-time to full-time during the summer months shall receive the beginning full-time rate and no other full-time benefits. However, at the end of summer when his/her hours are reduced, his/her wages shall be readjusted back to that rate being paid at the time of his/her temporary advancement to full-time status. Such employee shall, however, receive credit for the purpose of wage progression for all hours worked from date of hire, including "summer time" hours.
 - (ii) The "summer period" shall extend from May 15th until September 15th.
 - (iii) Employees hired for summer months shall receive no benefits under the terms of the Contract, including Pension payments, Health and Welfare payments, holidays, vacations, or seniority.
 - (iv) The Employer shall notify the Union, in writing, of any employee placed on summer waiver and any additional part-time employee hired during the summer period. The

Employer will notify the Union within one (1) week after an employee has been hired as a summer part-time employee.

- (v) There shall be no reduction in the hours of work available to other employees in the store as a result of the hiring of summer part-time employees because of the increase in the number of summer full-time employees during the summer months.
- (vi) Employees hired during the summer months shall be required to belong to the Union on the same basis as other part-time employees and shall receive the regular part-time beginning rate.
- (vii) If a summer part-time employee is retained beyond the summer waiver period, that employee shall be treated as a regular part-time employee for all purposes and that employee's seniority shall date back to the date of original hire with the Employer.

Section 22.07 In addition, in the event that a full-time employee is absent or unavailable to work for one (1) week or more at any time, regardless of season, as a result of injury, illness, maternity leave, leave under the Family Medical Leave Act, or other similarly unexpected absence, then a part-time employee may be moved temporarily to a full-time schedule for the duration of that absence, subject to the provisions of Section 22.06(A) regarding rate of pay, benefits and credit for wage progression.

ARTICLE 23 COLLECTIVE BARGAINING

Section 23.01 This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargain collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

- 1) As to grievances;
- 2) If any new classification or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;
- 3) If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit;
- 4) As expressly provided for herein.

ARTICLE 24 SEPARABILITY

Section 24.01 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any Federal or Minnesota or Wisconsin State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of

this Agreement.

Section 24.02 The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 25 TERM OF AGREEMENT

This Agreement shall take effect the *7th day of April 2024*, and continue to the *4th day of April 2026*, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration. All attached appendices, are made a part hereof

Dated this ___ day of _____, 2024.

FOR THE EMPLOYER CUB FOODS:

BY: Valerie Marsh 03/06/25

ITS: SVP, Labor Relations

FOR THE UNION:

BY: [Signature] 3/27/25

ITS: President

ADDENDUM "A"

	Hired Before Ratification			Hired on or after Ratification	
	Current (11/6/22)	Effective 4/7/2024	Effective 4/6/2025	Effective 4/7/2024	Effective 4/6/2025
FT Top and over-scale		\$2.10	\$1.90	\$2.10	\$1.90
PT Top and over-scale		\$1.35	\$1.35	\$1.35	\$1.35
Meat Manager	\$25.97	\$28.07	\$29.97	\$28.07	\$29.97
Journeyman Meat Cutter					
24+ Months	\$24.85	\$26.95	\$28.85	\$26.95	\$28.85
Apprentice Meat Cutter					
1st 6 months	\$17.00	\$17.00	\$17.00	\$18.00	\$19.00
2nd 6 months	\$18.00	\$18.00	\$18.00	\$19.00	\$20.00
3rd 6 months	\$19.00	\$19.00	\$19.00	\$20.00	\$21.00
4th 6 months	\$20.00	\$20.00	\$20.00	\$21.00	\$22.00
Full-time Clean Team					
1st 6 months	\$13.00	\$13.00	\$13.00	\$14.50	\$14.50
2nd 6 months	\$14.00	\$14.00	\$14.00	\$15.50	\$15.50
Next Year	\$16.00	\$16.00	\$16.00	\$17.50	\$17.50
Next Year	\$17.00	\$17.00	\$17.00	\$18.50	\$18.50
Top Rate	\$20.41	\$22.51	\$24.41	\$22.51	\$24.41
Part-time Clean Team					
First 260 Hours	\$10.45	\$10.45	\$10.45	\$12.75	\$12.75
Next 260 Hours	\$10.60	\$10.60	\$10.60	\$12.90	\$12.90
Next 520 Hours	\$10.80	\$10.80	\$10.80	\$13.10	\$13.10
Top Rate	\$12.23	\$13.58	\$14.93	\$13.58	\$14.93

	Hired Before Ratification			Hired on or after Ratification	
Department Manager	\$25.36	\$27.46	\$29.36	\$27.46	\$29.36
Regular Full-time					
1st 6 months	\$16.00	\$16.00	\$16.00	\$17.00	\$17.00
2nd 6 months	\$17.00	\$17.00	\$17.00	\$18.00	\$18.00
Next Year	\$18.00	\$18.00	\$18.00	\$19.00	\$19.00
Next Year	\$19.00	\$19.00	\$19.00	\$20.00	\$20.00
Top Rate	\$22.91	\$25.01	\$26.91	\$25.01	\$26.91
Regular Part-time and Universal Part-time					
First 200 Hours	\$11.00	\$11.00	\$11.00	\$13.75	\$13.75
Next 200 Hours	\$11.50	\$11.50	\$11.50	\$14.25	\$14.25
Next 260 Hours	\$12.00	\$12.00	\$12.00	\$14.75	\$14.75
Next 260 Hours	\$12.50	\$12.50	\$12.50	\$15.25	\$15.25
Next 520 Hours	\$13.00	\$13.00	\$13.00	\$15.75	\$15.75
Next 520 Hours	\$13.75	\$13.75	\$13.75	\$16.50	\$16.50
Next 520 Hours	\$14.50	\$14.50	\$14.50	\$17.25	\$17.25
Next 520 Hours	\$15.00	\$15.00	\$15.00	\$17.75	\$17.75
Top Rate	\$17.02	\$18.37	\$19.72	\$18.37	\$19.72

Those in Progression on Ratification Date will continue through Current Progression Schedule. If the starting "Hired After" Progression Rate is a higher hourly wage rate than the employee's wage rate as of the Ratification Date, then the employee will be moved to the next higher rate in the Current Progression Schedule that is higher than the starting progression rate in the Hired After Progression Schedule and will continue through the Current Progression Schedule.

Implementation of Wages and Premiums: The Employer shall update the wages and premiums in its payroll system as soon as reasonably practicable after ratification, with the new wage rates and premiums to be live for the payroll period commencing three weeks after ratification. Retro wages and premiums shall then be paid as soon as reasonably practicable, but no later than May 31, 2024.

NATIONALLY CERTIFIED PHARMACY TECHNICIANS:

Pharmacy technicians who are not nationally certified will be paid according to the appropriate Regular full-time or Regular part-time wage scales. An additional premium of \$0.75/hour will be paid for Nationally Certified Pharmacy Technicians.

LETTER OF UNDERSTANDING – PRE-PACKAGED MEAT

Cub Foods, Duluth (“Employer”) and the United Food and Commercial Workers Union, Local No. 1189 (“Union”) agree to the following job protection understanding concerning full-time Meat Department employees, currently employed at the Duluth Cub Foods location at the time of this contract ratification:

- No current Meat employees will lose their jobs as a result of pre-packaged meat products being introduced into the store.
- The “Employer” reserves the right to move these Meat employees to other grocery classification positions within the store.

EARLY RETIREMENT COBRA INSURANCE PROGRAM

Eligibility for participation in this early retirement COBRA insurance program shall be limited to employees who have a minimum of twenty-five (25) years as a participant in the retirement plan(s) provided for in this Agreement and in predecessor Agreements and who are eligible to receive benefits pursuant to the retirement plan(s).

An eligible employee must make a request to receive the early retirement COBRA insurance pay; however, an eligible employee shall not be entitled to receive the early retirement COBRA pay unless the Employer agrees to grant the employee's request for the early retirement COBRA pay.

An eligible employee shall not be entitled to receive early retirement COBRA insurance pay unless the employee signs and does not revoke or rescind, within thirty (30) days, a release of claims form acceptable to the Employer.

If the Employer grants an employee's request for early retirement COBRA insurance pay, the Employer agrees to pay a full-time employee an amount equal to the current COBRA rate for health, dental and vision benefits for up to eighteen (18) months and a part-time employee an amount equal to the current COBRA rate for health and dental benefits for up to nine (9) months.

The Employer, at its option, may pay the net cost of the current COBRA insurance to the employee in a lump sum payment or on a monthly basis. This COBRA payment(s) will be a taxable event for the employee.

LETTER OF UNDERSTANDING – IMPLEMENTATION OF VACATION ACCRUAL CHANGES

Cub Foods, Duluth (“Employer”) and the United Food and Commercial Workers Union, Local No. 1189 (“Union”) agree to the one-time implementation of vacation accrual changes providing for one-time vacation awards in the month following ratification of this Contract that became effective April 7, 2024, in the amounts set forth in the paragraphs below. Since this is a one-time implementation of vacation accrual changes, this Letter of Understanding terminates at the expiration of this Contract on April 4, 2026, and will not be renewed in any subsequent Contract.

- All employees with five (5) years of service at the time of ratification will receive their third week of vacation with pay on the first Sunday following ratification.
- All employees with six (6) years of service at the time of ratification will receive their third week of vacation with pay on the first Sunday following ratification.
- Regular Part-time/Modified Full-time employees hired after June 20, 2005, Clean Team employees and Universal Part-time employees with seven (7) years of service at the time of ratification will receive their third week of vacation with pay on the first Sunday following ratification.
- All employees (except for part-time and Clean Team employees working less than 1040 hours per year) with fourteen (14) years of service at the time of ratification will receive their fourth week of vacation with pay on the first Sunday following ratification.
- All employees (except for part-time and Clean Team employees working less than 1040 hours per year) with eighteen (18) years of service or more at the time of ratification will receive their fifth week of vacation with pay on the first Sunday following ratification.

LETTER OF UNDERSTANDING – HISTORICAL PENSION PROVISIONS

This Letter of Understanding is for historical purposes only. It sets forth (a) provisions of the prior collective bargaining agreement (“CBA”) between the parties which was effective November 1, 2020, through November 4, 2023, and (b) the Letter of Agreement amending the CBA as of 11:59 pm on August 7, 2021 relating to the multiemployer defined benefit pension plan to which the Employer ceased making contributions for hours worked on and after August 8, 2021, withdrawing from the pension plan as of August 8, 2021. Employees should refer to prior collective bargaining agreements or contact the Northern Minnesota-Wisconsin Retail Clerks Pension Fund to obtain further information.

Section 15.01 of the CBA stated:

PENSION

- A.** *The Employer agrees to be bound by the Agreement and Declaration of Trust, as amended, establishing the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which have been furnished to and read by the Employer prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreement and Declaration of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. The Employer irrevocably designates the Employer Trustees of said Fund and its successors as their representatives for the purpose set forth in said Agreement and Declaration of Trust.*
- B.** *In accordance with the Preferred Schedule of the Rehabilitation Plan, the Employer will make the following hourly contributions into the Northern Minnesota-Wisconsin Retail Clerks Pension Fund during the term of this Agreement for all hours worked up to and including forty (40) hours per week:*

	1/1/21	1/1/22	1/1/23
<i>Full-Time or Part-Time Employees With More Than 5 Year of Service</i>	1.56	1.56	1.56
<i>Full-Time or Part-Time Employees With Less Than 5 Year of Service (exclusive of part-time Clean Team employees and Universal Part-time employees)</i>	.96	.96	.96
<i>Universal Part-Time Employees</i>	.05	.05	.05

For the purpose of this Section, “hours worked” shall mean all hours worked not in excess of forty (40) hours in any one (1) week by any full-time or part-time employee, and shall include, pursuant to said forty (40) hour limitation, any holiday or vacation time for which any said employee of the Employer is entitled to straight time pay under the terms of this Agreement.

It is understood and agreed that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable State and Federal laws and regulations.

- C.** *Effective June 1st, 2011 the Employer will contribute to the "Plan" in accordance with the Preferred Schedule of the Rehabilitation Plan; see the attached "Supplemental Pension Agreement"*

D. CONTRIBUTIONS:

- (i) *Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the Collective Bargaining Agreement, or for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due, plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages unpaid by the first (1st) day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the interest, as provided by law to be charged by the IRS on delinquent or deficient tax returns.*
- (ii) *If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all Court costs, including reasonable attorney's fees. In addition to the other provisions as herein set forth, any Employer who is delinquent in its payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates for any claim for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from its liability to make the payments due the Trust Fund, including the liquidated damage payment.*
- (iii) *Any Employer who on more than one (1) occasion during any one (1) year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.*
- (iv) *Non-payment, by any Employer, of any contribution or other monies owed to the Fund shall not relieve any other Employer from its obligation to make required payments to the Trust Fund.*

E. DISPUTES:

- (i) *In no event shall the provisions relating to Pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.*
- (ii) *The above Paragraph shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.*

- (iii) The Employer agrees that applicable payroll records shall be made available for audit to employees of the Pension Fund as directed by action of the Board of Trustees of these Funds.
- F.** *If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.*
- G.** *If the Pension contribution, for any time period by other Employers covered by the contract between the Union and various Employers in the Arrowhead Retail Grocers' Alliance, is transferred from the Pension Fund to the Northern Minnesota-Wisconsin Retail Food Health and Welfare Fund, Cub is not obligated to make its Pension contribution set forth above for the same time period.*
- H.** *Notwithstanding the foregoing paragraphs of Article 15, at any time during the term of this Agreement (or any extension thereof), the Employer may unilaterally withdraw from the Northern Minnesota-Wisconsin Retail Clerks Pension Fund (the "Plan"). The withdrawal shall be effective after thirty (30) calendar days advance notice to the Union and to such Pension Fund. The Employer shall make contributions to the Local 1189 Defined Contribution Fund (the 401A/K) in the same amount as the total contributions including benefit accruing and non-benefit accruing contributions that were being made to the Northern Minnesota-Wisconsin Retail Clerks Pension Fund at the time of the Employer's withdrawal. (This will be in addition to Employer contributions already being made to the Local 1189 Defined Contribution Fund pursuant to Section 15.02 of this Agreement.)*

The Employer's withdrawal from the Northern Minnesota-Wisconsin Retail Clerks Pension Fund will not be subject to further bargaining during the duration of this Agreement and any extension thereof.

Eligible employee who have not vested in the "Plan" at the time of withdrawal will have contributions made into the "401A/K" as follows based on years with the employer:

Part-time: 1 - <2 years \$300, 2 - <3 years \$600, 3 - <4 years \$900, 4 - <5 \$1200

Full-time: 1 - <2 years \$600, 2 - <3 years \$1200, 3- <4 years \$1800, 4- <5 \$2400

The Letter of Agreement amended the CBA as follows:

1. *Effective as of 11:59 pm on August 7, 2021, the Company will cease making contributions to the Pension Fund and Section 15.01 of the CBA will be null and void;*
2. *Effective for hours worked on and after August 8, 2021, the Company will increase its contribution rates to the Defined Contribution Fund on behalf of eligible employees in the Defined Contribution Fund by an amount equal to the Company contributions previously made to the Pension Fund. To effectuate this change, Section 15.02 of the CBA is amended by deleting Section 15.02 in its entirety and replacing it with the following:*

Section 15.02 401K Plan

A. Contributions

- 1) *Effective for hours worked on and after July 4, 2021, the Employer will make the following contributions into the Local 1189 Defined Contribution Fund ("Defined Contribution Fund") during the term of this Agreement for all bargaining unit employees for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week.*

<i>Employee Group</i>	<i>August 8, 2021</i>	<i>May 1, 2022</i>	<i>April 30, 2023</i>
<i>Full-Time or Part-Time Employees with More Than 5 Years of Service</i>	<i>\$1.66 per hour</i>	<i>\$1.71 per hour</i>	<i>\$1.76 per hour</i>
<i>Full-Time or Part-Time Employees with Less Than 5 Years of Service (exclusive of part-time Clean Team Employees and Universal Part-Time Employees)</i>	<i>\$1.06 per hour</i>	<i>\$1.11 per hour</i>	<i>\$1.16 per hour</i>
<i>Universal Part-Time Employees</i>	<i>\$0.15 per hour</i>	<i>\$0.20 per hour</i>	<i>\$0.25 per hour</i>

- 2) *The Defined Contribution Fund will be jointly administered by the Union and participating Employers as provided in its Trust Agreement and any legally adopted amendments thereto.*
 - 3) *No contribution shall be due to the Defined Contribution Fund for any regular parttime employee until the employee has been employed for fifty-two (52) full calendar weeks in a position for which a contribution to such Fund is required.*
- B.** *All bargaining unit employees who are eligible under the Trust Agreement will be allowed to make pre-tax contributions into the Defined Contribution Fund. The Employer shall have no obligation to make any contribution to the Defined Contribution Fund, to match any employee contributions to such plan, or otherwise to fund that Plan except to the extent otherwise set forth in this Agreement.*
- C.** *Notwithstanding the terms of this SECTION 15.2, the Employer's obligation to make contributions to the Defined Contribution Fund shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to the Defined Contribution Fund or any trust agreements or participating agreements to which it is a party or by which it is otherwise bound.*
3. *Eligible employees in the Pension Fund who have not vested in the Pension Fund as of August 7, 2021, will each have a single lump sum contribution made into the Defined Contribution Fund by the Company as follows based on years of service with the Company. The Company will make these contributions to the Defined Contribution Fund no later than thirty-one (31) calendar days after the date on which the plan administrator for the Pension Fund provides the Company with the list of Pension Fund eligible employees who meet the criteria to receive this lump sum contribution.*

<i>Group</i>	<i>1 but less than 2 years of service</i>	<i>2 but less than 3 years of service</i>	<i>3 but less than 4 years of service</i>	<i>4 but less than 5 years of service</i>
<i>Part-Time</i>	\$300	\$600	\$900	\$1,200
<i>Full-Time</i>	\$600	\$1,200	\$1,800	\$2,400