

*These proposals are offered in a good faith effort to reach negotiated agreements for our respective collective bargaining agreement with UFCW Local No. 1189. Any employer proposals that are withdrawn during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any Employer proposal or any withdrawal or modification of a proposal does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between us and the Union concerning all matters related to these negotiations.*

## **Cub Foods First Employer Proposal Provided to Local 1189 Duluth**

**on January 27, 2026**

### **Employer Proposal #1 – Overtime**

Modify Section 4.01 as follows:

**OVERTIME:** All work performed in excess of ~~eight (8)~~ nine (9) 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 (1 ½) 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.

### **Employer Proposal #2 – Drug and Alcohol Testing**

Modify Section 5.12 as follows:

#### **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 within one hundred twenty (120) calendar days, which may be extended by mutual agreement of the Employer and the Union. 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.

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**Employer Proposal #3 – Leads**

Modify Section 10.06 as follows:

~~**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.