

**CUB FOODS & UFCW 1189**  
**2026 Collective Bargaining**  
**First Employer (Cub) Proposal**  
**Presented Jan. 27, 2026**

**Proposals Common to All Five Grocers**

**Proposal 1**

- Contract is effective upon ratification.

**Proposal 2**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.1: Wage Rates
    - Add, and renumber paragraphs.

B. City, State, or Federal Minimum Wage and Other Wage Increases: Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression may be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, it shall be at the Employer's discretion whether that employee will receive the scheduled wage progression. In the event the minimum wage is increased, the parties agree that no employee shall receive both a minimum wage increase and a scheduled wage progression in any calendar year. An employee shall receive only the greater of either a scheduled wage progression or the combined value of a minimum wage increase and wage decompression increase, if applicable. When there is an increase in the minimum wage, the wage rate for all employees shall be raised to the new minimum wage. The employer may apply greater hourly wage increases at its discretion to address wage compression.

**Proposal 3**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.1: Wage Rates

BC. Past Experience:

1) An employee shall receive full credit for past experience provided they return to work for the same company and into the same classification. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

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21) When an employee returns to work for the same company, is hired from a different Employer, or is being promoted from part-time to full-time, the employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be credited for wage purposes. Where a rate is established that is higher than the starting rate, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

32) A part-time employee who is promoted from a position where the part-time wage that is higher than the entry level wage rate for the new position or classification will be paid the nearest higher wage rate and will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.

#### **Proposal 4**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work

A. The Employer may be open Easter Sunday provided the store is staffed entirely with volunteers. may be open Easter Sunday provided the store is staffed first with volunteers, then mandated in reverse seniority order.

#### **Proposal 5**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work

E. Rates of pay shall be as follows:

1) Straight time pay for:

a. All Senior Retail Specialists (including department heads) and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.

b. Universal employees, Regular Part-time and Prime-time.

c. Courtesy Clerks and all Clean Team employees.

2) Straight time plus a \$.50 per hour premium for:

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a. All Clean Team employees.

32) Time and one-half (1-1/2) the straight time rate of pay for:

a. All Senior Retail Specialist employees (including department heads) and Full-time Maintenance employees hired or promoted from part-time before March 9, 2008.

b. All Meat employees (full and part-time).

#### **Proposal 6**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.5: Temporary Replacement of Department Heads

~~If an employee in a "Department Head" position receiving department manager wage is gone for five (5) consecutive days, an employee will be designated as a replacement Department Head for the time in which the normal Department Head is gone and will be paid the Department Head rate of pay.~~

#### **Proposal 7**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.6: Work Schedules

D. Night work: Night work shall be defined as any shift with an ending time after 10:00 p.m. It is agreed that no full-time employee except for those employees on the night stock crew shall be required to work more than three (3) nights per week. Journeymen and Wrappers who were on the seniority list prior to May 12, 1974, shall not be required to work any more than two (2) nights per week.

#### **Proposal 8**

- Article 3: Full-Time/Part-Time Ratios

The Employer must maintain a minimum total bargaining unit workforce, ratio of Fulltime to part-time, of 25%:75%. Full-time waivers employees, if they are not current employees will not count in this ratio. Waiver, Prime-time and Clean Team employees are excluded from this ratio. Part-time employees who have been approved to work fewer than the minimum scheduled hours are also excluded from this ratio. Regular Part-time employees on Full-time waivers will be counted

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as Part-time. Prime-time employees may not exceed a maximum of thirty (30) percent of the Employer's combined Part-time, Clean Team and Prime-time work force, companywide.

### **Proposal 9**

- Article 4: Seniority
  - Section 4.2: Application of Seniority

A.

1. All newly hired employees will be on probation for ~~thirty (30) calendar days~~ sixty (60) shifts and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.
2. Prior to the end of the ~~thirty (30) day~~ sixty (60) shift probationary period, the Employer may request in writing an additional ~~thirty (30) day~~ sixty (60) shift probationary period in the case of an employee found questionable by management. If the Union approves, an additional ~~thirty (30) day~~ sixty (60) shift probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert back to their original date of employment.

### **Proposal 10**

- Article 4: Seniority
  - Section 4.2: Application of Seniority

C. Layoff and Recall: Lay-off will be by reverse seniority in each classification. The last laid-off will be the first recalled.

1) Full-Time: Full-time employees hired prior to May 30, 2013 cannot be laid-off or involuntarily reduced in hours. For the purposes of lay-off, all full time classifications are merged and company-wide. The least senior hired or promoted will be the first to be laid off or reduced in hours. Full time employees who are laid off may elect to work part-time. Full-time employees who are reduced to part-time will be placed at the top of the part-time seniority list and will be paid the top of the part-time scale or, if their current full-time rate of pay is lower than the top of the part-time scale they will be placed on the nearest rate on the part-time scale and progress from there.

2) Part-Time: For the purposes of lay-off, Part-time employees shall have seniority within their store ~~and company-wide seniority after five (5)~~

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~~years of employment as a part time employee. In the event of layoff, a part time employee with five (5) or more years of employment may bump the most junior regular part time employee with the Company. In the case of layoff, a Part-time employee has the right to bump Clean Team employees (and be paid the appropriate Clean Team rate) provided the Part-time employee has greater total Part-time and Clean Team seniority than the employee being bumped. The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.~~

3) Clean Team: For the purposes of lay-off and recall, Clean Team employees shall have seniority within their store. ~~After five (5) years of employment, the Clean Team employee's seniority date will be merged with the Part time seniority on a company wide basis and the employee will have the right to bump the most junior part time or Clean Team employee with the Company.~~ The Employer will offer work, if available at another of its locations, to employees who are on lay-off. An employee's inability to accept such work at another location will not disqualify them from their right to recall in their own store.

4) Prime Time: Prime-time employees will be laid off first as a group within the store. The first Prime-time to be laid off will be the most recently hired, without regard to grocery/delicatessen designation. In the event of a reduction in the work force at one of the Employer's stores, all Prime-time must be laid off before employees in any other seniority classification may be laid off. Laid off Prime-time employees shall have no right to bump or displace any other employee.

## **Proposal 11**

- Article 5: Holidays
  - Section 5.3: Holiday Work Week

A. In weeks in which an entire day is celebrated as a holiday, the work week shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours.

B. If the holiday falls on any day except for Sunday the basic workweek for full-time employees shall be thirty-two (32) hours. When the holiday falls on Sunday, the preceding week shall be forty (40) hours and the following work week

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shall be thirty-two (32) hours. ~~When Christmas falls on Sunday, the following Monday will be scheduled and paid in the same manner as Sunday.~~

## **Proposal 12**

- Article 2: Wages, Hours and Working Conditions

- Section 2.4: Overtime Pay

B. Holiday Work and Overtime: All Full-time employees will receive premium pay (time and one-half) for hours worked ~~after 6:00 p.m. on New Year's Eve, and hours worked~~ on New Year's Day and Thanksgiving Day. Hours worked on Easter, and Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

- Article 5: Holidays Defined

- Section 5.1: Holidays Defined

A. The following days shall be recognized as holidays: New Years' Day ~~(beginning at 6 pm on New Years' Eve)~~, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4 pm on Christmas Eve).

C. New Years Day, Memorial Day, Fourth of July, Labor Day, & Thanksgiving Day:

1) Full-Time: Work on ~~New Year's Eve after 6:00 p.m.,~~ New Year's Day, ~~and~~ Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the "summer holidays" shall be voluntary for full-time employees with the exception of full-time Meat employees hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers.

Compensation for work on the summer holidays shall be straight-time for all hours up to eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked in excess of eight (8) on the "summer holidays" shall be compensated at time and one-half (1-1/2) the employee's straight-time rate. All full-time employees will receive premium pay (time and one-half) for ~~hours worked after 6:00 p.m. on New Year's Eve, and~~ hours worked on New Year's Day and Thanksgiving Day.

2) Part-time, Clean Team and Prime time: Work on the summer holidays, Thanksgiving and New Year's Day shall be voluntary for all regular

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Part-time and Clean Team employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the "summer holidays," New Year's Day or Thanksgiving. Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers part-time, clean team and prime time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers.

Compensation for work on New Year's Eve after 6:00 p.m., New Year's Day, and the "summer holidays" shall be straight-time for all hours up to eight (8), in addition to holiday pay provided the employee is eligible for holiday pay. Hours worked on Thanksgiving Day in and in excess of eight (8) on all holidays shall be compensated at time and one-half ( 1-1/2) the employee's straight-time rate.

### **Proposal 13**

- Article 8: Leave of Absence
  - Section 8.2: Accident, Injury, Pregnancy, or Sickness:
    - A. In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year.
    - B. ~~Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of three (3) years.~~ The employee must be able to pass a physical examination upon return to work, if requested.

### **Proposal 14**

- Article 8: Leave of Absence
  - Section 8.8: S.P.U.R. (Special Project Union Representative):

The Employer agrees that it will provide a leave of absence to employees other than Department Heads for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. No more than one (1) S.P.U.R. leave shall be granted per store at any given time. The Union will provide a two

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week minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority; ~~however, a Department Head may not return to a Department Head position.~~

### **Proposal 15**

- Article 10: Discharge

C. Warning Notices And Discharge. In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing, ~~with a copy to the Union.~~

### **Proposal 16**

- Article 13: Union – Employer Cooperation
  - Section 13.2: Store Visitation

The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided the conduct of the representative does not interfere with the operation of the Employer's business. Upon arrival, the Union Representative shall make their presence known to the Store Manager or the Manager on Duty (MOD).

### **Proposal 17**

- Article 15: Grievance and Arbitration
  - Section 15.1: Grievance

A. A grievance is any controversy over the employer's adherence to the terms and provisions of this Agreement. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with their immediate supervisor. ~~In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.~~

B. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union ~~shall, within seven (7) calendar days, may~~ attempt to reach a settlement of the controversy, dispute or disagreement.

C. In the case of wage discrepancies, the Employer agrees to submit to the

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Union upon request from the Union any and all wage data concerning same.

D. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge, or reasonably should have had knowledge, of the occurrence giving rise to the grievance. ~~Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.~~

E. ~~Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be~~ The Union may submitted to any grievance to arbitration by ~~either party~~ notifying the ~~other involved employer~~ in writing of its desire to do so and obtaining the panel of arbitrators within. ~~Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.~~

F. 1) ~~Employer Violations: Any Employer who intentionally violates any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours of employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.~~

2) ~~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 SECTION 15.2 and 15.3.~~

- o Section 15.2: Mediation

Any discharge or dispute that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 15. 1. ~~The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.~~

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- o Section 15.3 Arbitration

A. ~~If a dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, either party may refer the matter to Arbitration by notification to the other party, in writing of their desire to arbitrate the issue.~~

B. ~~A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may To obtain a panel of arbitrators, the Union shall petition the Federal Mediation and Conciliation Service (FMCS) (or, if FMCS is not available, the American Arbitration Association) for a list of seven (7) neutral arbitrators, all of whom are members of the National Academy of Arbitrators.~~ The parties shall alternately strike from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.

C. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

D. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.

E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

F. The decision of the Arbitrator shall be final and binding upon all parties to the dispute.

G. ~~Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.~~

## Proposal 18

- Article 22: Management Rights

~~The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement. All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain~~

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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.

**Proposal 19**

- Article 25: Drug and Alcohol Testing

D. The Employer agrees to offer the employee who is tested positive for the first time and is subject to discipline a mutually agreeable substance abuse program. The employee shall attend and complete the program in a timely manner 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 employee has the right to return to their prior position.

**Clean-Up Common to All Grocers**

**Proposal 20:** Eliminate all vestigial dates throughout.

**Proposal 21:** Add Minnesota Rest and Meal Break MOU to the back of the CBA.

**Proposal 22:** Eliminate Appendix regarding clerks/head cashier designation.

- Appendix "B": Addendum

A. Regular Part-time employees who had 3120 hours or more on February 24, 1974 shall receive the following conditions:

- 1) A minimum schedule of twenty four (24) hours per week.
- 2) Six (6) hours of holiday pay.

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3) Opportunity to declare a desire for twenty four (24) or more hours per week each six (6) months.

B. It is agreed that there will be a head produce clerk and either an assistant manager or head stock clerk in each store.

C. An employee assigned to be in charge of the dairy and frozen food department shall be designated as head dairy and frozen food clerk. Where an Employer has an employee in charge of the dairy case and another in charge of frozen food, one or the other must be designated as filling the head classification and paid the head rate of pay.

D. An Employee regularly assigned to record keeping and bookkeeping functions in addition to the normal duties of a cashier will be designated as the head cashier. There shall be no more than one (1) head cashier per store and only in instances where the described additional duties have been assigned to an employee.

**Proposal 23: Strike Appendix D: Letter of Understanding By and Between the Parties to this Agreement**

During the negotiations for the 1992-95 Collective Bargaining Agreement, the parties eliminated any restrictions on the Employer scheduling meat department employees to work between the hours of 5:00 a.m. and 7:00 a.m. It was agreed, however, that it was the intent of the Employer to accommodate to the extent possible employees placed in a hardship position because of being unable to obtain child care between 5:00 a.m. and 7:00 a.m. by endeavoring not to schedule such an employee to work between these hours. Any employee scheduled between these hours who is placed in a hardship situation because of an inability to obtain suitable child care commitments shall substantiate that need for the Employer, and the Employer will endeavor to reschedule the employee such as by substituting another employee on the schedule for those particular hours. It is understood that the Employer retains the right to schedule employees to perform necessary work.

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## **Proposals Common to Two or More Grocers**

### **Proposal 24:**

- Article 1: Union Security
  - Section 1.1: Recognition

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of all full-time and part-time employees employed in the grocery, produce and meat departments in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. The Employer will be allowed to have up to three (3) five (5) employees per store, including Store Managers, outside the bargaining unit who may perform all bargaining unit work, including the cutting of meat.

### **Proposal 25:**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.3: Basic Work Week/Workday

A. The basic workweek shall be forty (40) hours to be worked in any five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive.

1) The basic work week will be Monday through Saturday and time worked on Sunday and holidays shall be outside of the basic work week for:

a. All Senior Retail Specialist employees (including department heads) and Fulltime Maintenance employees hired or promoted from part-time before March 9, 2008.

b. All Regular Part-time and Clean Team employees.

c. All Full-time Meat employees (full and part time) hired before April 6, 2026.

2) The basic workweek for all other employees is Sunday through Saturday but exclusive of hours worked on holidays. These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays, unless otherwise requested.

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3) No employee shall be required to work on the sixth (6th) day of the work week.

o Section 2.2: Sunday Work

E. Rates of pay shall be as follows:

1) Straight time pay for:

a. All Senior Retail Specialists (including department heads) and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.

b. Universal employees, Regular Part-time and Prime-time.

c. All meat department employees (full and part-time) hired on or after April 6, 2026.

2) Straight time plus a \$.50 per hour premium for:

a. All Clean Team Employees.

2) Time and one-half (1-1/2) the straight time rate of pay for:

a. All Senior Retail Specialist employees (including department heads) and Full-time Maintenance employees hired or promoted from part-time before March 9, 2008.

b. All Meat employees (full and part-time) All meat department employees (full and part-time) hired before April 6, 2026.

**Proposal 26:**

- Article 5: Holidays
  - o Section 5.2: Computation of Holiday Pay

C. Clean Team and Prime Time Part-time: ~~In the first year of employment, after ninety (90) days, Clean Team and Prime time part time employees will receive holiday pay when the employee works the holiday.~~ Clean Team or Prime time part-time employee who has completed one (1) year of continuous service

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with the Employer shall be entitled to four (4) hours pay at their regular rate of pay for the six (6) listed calendar holidays. This pay is due irrespective of scheduled work days.

**Proposal 27:**

- Article 5: Holidays
  - Section 5.1: Holidays Defined

D. Personal Holidays:

1) Full-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be entitled to four (4) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

2) Part-time employees shall, after completion of the first (1st) year of employment with the Employer covered by this Agreement, be entitled to one (1) personal holiday and effective following ratification and thereafter, will after the second year of employment with the Employer, be entitled to two (2) personal holidays, in addition to the six (6) nationally recognized holidays listed above.

3) Personal Holidays are scheduled by mutual agreement.

4) Employees who work on any of the holidays and who are otherwise eligible for holiday pay under this section will have the option to exchange holiday pay for a floating holiday, to be utilized on the same basis as other floating holidays.

5) The balance of an employee's Personal Holiday time shall not exceed two times (2x) the annual Personal Holiday time granted to the employee.

**Proposal 28:**

- Article 6: Definitions
  - Section 6.4: Prime-Time

A prime-time employee is an employee whose work is restricted to specific days and limited hours each week. A Prime time employee may work no more than twenty eight (28) hours per week with a minimum of twelve (12) hours per week and a minimum of three (3) hours per shift. ~~These prime time employees are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.~~ Employees may be scheduled fewer than twelve (12) hours by mutual

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agreement. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Prime-time employees are not eligible for health and welfare or retirement benefits except that they may make pre-tax contributions to the 401K plan (20.3.D).

**Proposal 29:**

- Article 7: Vacations
  - Section 7.1: Vacation Allowance

F. The Employer may limit an employee's carryover of vacation to two times (2x) their annual accrual.

**Proposal 30:**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.2: Sunday Work

A. Work on Sundays may be required for all employees when Sunday in a part of their work week with the exception of employees hired on or before March 15, 1971, or employees previously covered under the Industry Meat Agreement and hired on or before May 1, 1983. No employee may be required to work more than forty six (46) Sundays.

B. No Senior Retail Specialist employee hired prior to March 1, 1998 or Meat department employee hired on or before August 23, 2012 who has regularly worked on Sundays and who requests to continue to work Sundays on a regular basis shall be displaced from working their historical Sunday schedule. To retain this guarantee, the employee must continue to be available for their historical Sunday schedule.

C. After scheduling the guaranteed Sunday hours, For employees where Sunday is outside the basic work week, all remaining Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally between volunteers and will be scheduled by mutual agreement between the employee and Employer.

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**Proposal 31:**

- Article 2: Wages, Hours and Working Conditions
  - Section 2.4: Overtime Pay

A. Regular Week: All work performed in excess of ~~eight (8)~~ nine (9) hours per day or forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, except as otherwise provided in this Agreement.

~~Employees who are asked and agree to work unscheduled hours beyond the eight (8) hours will waive the daily overtime provision for hours worked up to nine (9) hours in a day.~~ The Employer may adjust schedules later in the work-week to avoid weekly overtime. Such adjustments will be initiated by the Employer. The Employer will have the ability to send employees home if overtime is not authorized.

~~After nine (9) hours the ability to waive incidental overtime in exchange for time off becomes void and overtime will be paid on all time worked after eight (8) hours.~~

B. Holiday Work and Overtime: All Full-time employees will receive premium pay (time and one-half) for hours worked ~~after 6:00 p.m. on New Year's Eve, and hours worked~~ on New Year's Day and Thanksgiving Day. Hours worked on Easter, and Christmas on an emergency basis while the store is closed shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.

~~C. All work performed by Meat employees after 12:00 midnight or before 5:00 A.M. shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay.~~

**Proposal 32:**

- Article 3: Full-Time/Part-Time Ratios

The Employer must maintain a minimum total bargaining unit workforce, ratio of Full-time to part-time, of 25%:75%. Full-time waivers employees, if they are not current employees will not count in this ratio. Waiver, Prime-time and Clean Team employees are excluded from this ratio. Regular Part-time employees on Full-time waivers will be counted as Part-time.

Prime-time employees may not exceed a maximum of ~~thirty (30)~~ forty (40) percent of the Employer's combined Part-time, Clean Team and Prime-time work force, companywide.

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### **Clean-Up Common to Two or More Grocers**

#### **Proposal 32: Modify “Job Posting” to remove historical/irrelevant language**

- Section 4.2: Application of Seniority

E. 1) The Employer will post all open bargaining unit positions. Employees will be allowed to apply and will be considered for all openings. ~~Except as outlined in paragraph 2 below, the Employer agrees that fifty percent (50%) of the positions in the full-time classification will be filled by promotion on the basis of company seniority from such regular part-time employees who are seeking promotion to full-time. The Employer may fill the remaining fifty percent (50%) from outside the bargaining unit or, at the Employer's option, from employees within the bargaining unit without regard to store seniority.~~ Employees shall be given a period of five (5) calendar days within which to respond to any such posting. Such employees who are absent during this posting period may be given up to an additional five (5) calendar days within which to respond to any such posting. ~~In the event that a full-time position remains unfilled following the posting of the vacancy as provided above, the Employer may fill the vacancy from outside the bargaining unit or, at the Employer's option from employees within the bargaining unit without regard to seniority.~~ An employee promoted to a full-time position will have seniority among the full-time employees.

### **Proposals Unique to Cub**

#### **Proposal 33:**

##### **SECTION 1.5: MEAT DEPARTMENT**

- 5) Meat employees: Head meat cutter, Journeymen, Wrappers and Other-than journeymen, hired on or before August 23, 2012 will not lose scheduled hours ~~or be removed from their historical schedule of hours, including Sunday hours,~~ because of the utilization of other employees in the meat department, nor will they be displaced from their work in the meat department by any other store employee unless such change is by mutual agreement.

#### **Proposal 34:**

##### **SECTION 2.11: OTHER WORKING CONDITIONS:**

- B. Uniforms and Equipment: No employee covered by this Agreement shall be required to pay for linen or dry cleaning, nor shall they be asked to furnish tools of the trade. In the event the

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Employer furnishes to the employees wash-and-wear uniforms and the employees accept same, the employees shall launder the uniforms. If a specific uniform or insignia is required by the Employer, that uniform will be provided by the Employer except for white shirts. The Employer shall provide one (1) appropriately-sized uniform to new employees upon hire, and a second appropriately-sized uniform to new employees within their first three (3) shifts of work. Employer will replace uniforms when they require replacement due to ordinary wear and tear, all at the Employer's cost. If the Employer is unable to provide an appropriately-sized replacement uniform within ten (10) days, the employee may be granted permission to temporarily wear a plain ~~grey red~~ or black collared shirt with an Employer-provided button until the replacement shirt arrives.

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**Proposal 35:**

SECTION 4.2: APPLICATION OF SENIORITY:

~~5) Pharmacy Technician: For purposes of layoff and recall, the Employer has a right to maintain its Nationally Certified Pharmacy Technicians (NCPT) without regard to their original part time or full time seniority date. In the event of a reduction of force in the Employer's Pharmacy, the least senior, based on their NCPT date of hire or promotion as a NCPT will be the first laid off from the pharmacy. The NCPT who is laid off from the pharmacy will be scheduled in other areas of the store and will maintain their seniority in the appropriate classification.~~

Replace with:

5) Pharmacy Seniority Lists: The Employer and Union agree that pharmacy employees shall maintain seniority separate from food-handling classifications. Two distinct seniority lists will be maintained for pharmacy employees:

1. Certified Pharmacy Technicians (NCPT): Employees who have obtained national certification will be placed on a certified pharmacy technician seniority list. Layoff and recall within this group will be based on certification date and continuous service in the pharmacy department.
2. Non-Certified Pharmacy Employees: Employees who work in the pharmacy but are not nationally certified will be placed on a separate pharmacy seniority list. Layoff and recall within this group will be based on date of hire in the pharmacy department.

Pharmacy employees will not exercise seniority rights over food-handling classifications and vice versa. Transfers between pharmacy and other classifications will be treated as new classification changes for seniority purposes.

**Proposal 36:**

SECTION 6.7: MEAT EMPLOYEES:

Meat employees consist of the following employees: Head meat cutter, Journeymen (Apprentices), Wrappers and Other-than-Journeymen. Meat employees may perform work outside the department; ~~such alternative duties will be by mutual agreement~~. The Head Meat Cutter will be a qualified Journeyman Meat Cutter and will perform all of the duties of a Journeyman in the meat department. A Journeyman is a full-time employee who is a skilled meat cutter. Wrapper is a Full-time meat employee who performs all duties in the meat department and who may cut meat if trained and certified to do so. An Other Than Journeyman employee is a part-time Wrapper.

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**Proposal 37:** Modify Section 6.10 as follows:

The Pharmacy Technician classification shall consist of employees working in the Employer's pharmacy departments who have obtained or are actively in training for national certification as a pharmacy technician. The Employer agrees to reimburse each pharmacy technician upon successful completion of the certification examination, the employee's application/examination fee and the cost of necessary training materials (only one examination fee will be reimbursed per person), for any registration fee required to be paid as a condition of obtaining or maintaining certification as a Pharmacy Technician including fees for attending required continuing education courses for renewal of certification if recertification is obtained.

Employees who have obtained certification will be entitled to receive an hourly "certification premium" of \$.75 per hour for so long as the employee remains. The Employer reserves the right to approve in advance and potentially limit the numbers of those employees who obtain certification at its expense, together with accompanying premium pay.

Each district shall have up to five (5) job postings for "District Pharmacy Technicians" who shall receive training and be available to support multiple stores within an assigned group of stores. These District Pharmacy Technicians shall have an assigned base store, but shall be scheduled to work at other stores within the group to assist with onboarding of new technicians and to address staffing shortages, vacations, sick call-outs and other scheduling needs. Schedules for District Pharmacy Technicians shall be posted two (2) weeks in advance, but shall remain subject to changes to the schedule and/or location. District Pharmacy Technicians shall receive an additional premium of \$0.75 per hour, which may be stacked with the certified premium.

**Proposal 38:** Modify LOA #8 as follows:

LETTER OF AGREEMENT #8

Shelf Stocking and Resets

The Union and the Employer agree to the following process for shelf stocking and resets: The language in Article 16 shall be amended to read:

1. The Employer shall be allowed to use DSD vendors to stock their own products delivered to the store. All other products will be stocked by members of Local 1189, only, except that the Store Manager and either one, (1), or two, (2), other Supervisory employees, as described in Section 1.1 Recognition, may do bargaining unit work and the Employer shall be allowed to utilize retail merchandisers, i.e., perishable specialists in perishable departments, grocery specialists in grocery departments, etc., for the purpose of doing resets. The Employer will provide the Union with a current list of all such specialists and the stores to which they are assigned.

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The Employer shall be allowed to utilize suppliers, vendors and salesmen to perform the tasks as specified below:

- A. Cut in and “spot” stock new product that he or she (the supplier, vendor, or salesman) represents, and to remove discontinued, old, and slow moving items from shelves; ~~the remainder of the case after spotting it on the shelf will be stocked by store employees as outlined above.~~ The vendor may place the shelf tag for the new product on the shelf.
- B. Participate in a “category” reset to stock products when products that they represent are included in the category; ~~the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re tag the category. After the first case, product in the designated category will be restocked by a Local 1189 member.~~
- C. ~~In the event of a total store reset, the Employer will offer additional hours to members before utilizing vendors (suppliers/salesmen) to remove, replace, or tag product. The reset for the entire store will follow the same guidelines as outlined in the category reset. In the event of a total store reset, the Employer will notify the Union. During holidays or emergency situations Senior Corporate Leaders will be able to stock shelves on a limited basis to build teamwork and demonstrate support; this support will not reduce hours for any Bargaining Unit Employee.~~

2. As a condition of this Article, the Employer agrees for the duration of the collective bargaining agreement that there shall be no lay off or reduction in hours of any full-time employee, or for the 24% most senior part-time employees as of May 30, 2013 on the Employer's seniority list, a reduction of scheduled hours below twenty-six (26) per week. 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 or 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, or employees working on waivers.

3. Violations of the Agreement may be resolved with a fine of \$300 per violation (if the violation is by multiple vendors, persists, or occurs in more than one location) payable to the Union's food shelf, in lieu of grievance mediation and arbitration

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