

1/27/26

TIME:

NON-ECONOMIC PROPOSALS  
*Between*  
ALL RETAIL EMPLOYERS  
*And*  
UFCW LOCAL 1189

**Union Proposal No.1-v1**      *Basic Work Week/Work Day*

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A.      **Basic Work Week:**

**Full-Time:** The basic work week shall be forty (40) hours worked over the course of five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive, subject to other provisions in the Agreement.

**Part-Time:** The basic work week shall be up to 39.5 hours worked over the course of five (5) days. The basic workday shall be four (4) to eight (8) hours in length. Daily hours shall be consecutive, subject to other provisions in the Agreement.

**LFHI: Section 2.2**

**Kowalskis: Section 2.3**

**Festival: Section 2.2:**

**Jerry's St. Paul: Section 2.3**

**County Market: Section 2.2:**

**UNFI, Cub Metro: Section 2.3:**

**UNFI, Cub Duluth: N/A**

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***Union Proposal No.2-v1      Temporary Replacement of Department Heads***

If an Employee in a "Head" position is gone for an entire work week (five (5) days or more), the employer will assigned a Full-time employee who to performs the Department Head's responsibilities for the week. The Department Head replacement will be paid the department head rate of pay.

**LFHI: SECTION 2.5:**

**Kowalskis: SECTION 2.5:**

**Festival: SECTION 2.7:**

**Jerry's St. Paul: SECTION 2.5:**

**County Market: SECTION 2.5:**

**UNFI, Cub Metro: SECTION 2.5:**

**UNFI, Cub Duluth: N/A**

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**Union Proposal No.3-v1**      *Part time work – Holiday weeks*

Part-Time Employees:

1) Part-Time employees may not be scheduled for more than five (5) days in any week on an involuntary basis, ~~except in the case of weeks in which schedules are impacted by the occurrence of a holiday. Holidays affecting scheduling are Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.~~ This provision shall not be interpreted to preclude regular Part-Time employees who wish to do so from working more than five (5) days in a week.

**LFHI: SECTION 2.6: WORK SCHEDULES:**

**Kowalskis: SECTION 2.6: WORK SCHEDULES:**

**Festival: N/A**

**Jerry's St. Paul: SECTION 2.6: WORK SCHEDULES:**

**County Market: N/A**

**UNFI, Metro Cub: SECTION 2.6: WORK SCHEDULES:**

**UNFI, Cub Duluth: N/A**

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**Union Proposal No. 4-v1** *10 hours between shifts*

The Employer will provide a minimum of ~~eight (8)~~ **ten (10)** hours between scheduled shifts for all employees unless otherwise requested by the employee in writing.

**LFHI: SECTION 2.6: F.**

**Kowalskis: SECTION 2.6 F**

**Festival: SECTION 2.8 G**

**Jerry's St. Paul: SECTION 2.6 F**

**County Market: SECTION 2.6 C: already **has****

**UNFI, Cub Metro: SECTION 2.6: G**

**UNFI, Cub Duluth: SECTION 4.04 D: already **has****

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UFCW LOCAL 1189

**Union Proposal No. 5-v1**     *Time clocks*

Time Clocks: Where time clocks are installed, employees shall, as a condition of employment, be required to record their individual worked time using such device. Failure to properly record worked time ~~shall~~ may be cause for discharge.

**LFHI: SECTION 2.11 A**

**Kowalskis: SECTION 2.11 A**

**Festival: SECTION 2.14 A**

**Jerry's St. Paul: SECTION 2.11 A**

**County Market: N/A**

**UNFI, Cub Metro: SECTION 2.11 A**

**UNFI, Cub Duluth: N/A**

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NON-ECONOMIC PROPOSALS

*Between*

ALL RETAIL EMPLOYERS

*And*

UFCW LOCAL 1189

***Union Proposal No. 6-v1      Refusal to work***

~~Refusal to Work: Employees shall not be discriminated against for refusal to work on their day off, provided qualified and experienced help acceptable to the Employer is available.~~

**LFHI: SECTION 2.11 C**

**Kowalskis: SECTION 2.11 A**

**Festival: SECTION 2.14 C...** ~~provided qualified and experienced help acceptable to the Employer is available.~~

**Jerry's St. Paul: SECTION 2.11 A**

**County Market: SECTION 2.10 B**

**UNFI, Cub Metro: SECTION 2.11 C**

**UNFI, Cub Duluth: N/A**

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**UFCW LOCAL 1189**

**Union Proposal No. 7-v1**     *Inclimate weather*

An Employee shall not be disciplined for an absence that occurs when a "No Travel Advisory" has been issued by the Department of Transportation. Employees are required to still report their absence, which must occur no less than one (1) hour prior to the start of their shift. Employees may use ~~PTO~~ any available paid benefit time to replace lost wages.

*\*delete any qualifying language that contradicts ESST statutes*

**LFHI: SECTION 2.11 G**

**Kowalskis: SECTION 2.11**

**Festival: SECTION 2.14 G**

**Jerry's St. Paul: SECTION 2.11 G**

**County Market: SECTION 2.10 F**

**UNFI, Cub Metro: SECTION 2.11 G**

**UNFI, Cub Duluth: SECTION 5.17**

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NON-ECONOMIC PROPOSALS  
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**Union Proposal No.8-v1**      *Full time Waiver EE's*

The Employer must maintain a minimum total bargaining unit workforce ratio of Full-Time to Part-Time of 35%:65%. Full-Time waiver employees, ~~if they are not current employees will not count in this ratio.~~ Waiver, Utility, and Prime-Time Employees are excluded from this ratio. Part-Time employees on Full-Time waivers will be counted as Part-Time.

*\*proposal is to delete references to Full time waiver employees who are not current employees.*

**LFHI: ARTICLE 3; ARTICLE 21**

**Kowalskis: ARTICLE 3; ARTICLE 21**

**Festival: ARTICLE 3; ARTICLE 21**

**Jerry's St. Paul: ARTICLE 3; ARTICLE 21**

**County Market: ARTICLE 20**

**UNFI, Cub Metro: ARTICLE 3; ARTICLE 21**

**UNFI, Cub Duluth: N/A**

NON-ECONOMIC PROPOSALS  
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 UFCW LOCAL 1189

**Union Proposal No. 9-v1**      *Preference of Hours*

D.      Preference of Hours

1) ~~Senior Retail Specialists hired before March 7, 2005~~ Full-Time employees will be allowed to exercise their preference of hours. It is agreed that preference, if qualified, shall be given to the more senior ~~Senior Retail Specialists~~ Full-Time employees within the store in granting the more desirable schedule of hours among Full-Time non-meat positions.

Department Heads and employees designated for management training may be scheduled without regard to preference. This provision shall have no application to Sunday hours.

2) If two (2) or more regular Part-Time employees are scheduled in the same store and the employee with less service is scheduled for more, ~~or more desirable~~ hours, the employee with the most seniority will have the right to claim the junior employee's full schedule ~~or the equivalent scheduled hours~~. The claim must be made in writing to the store manager and the employee asserting the claim must be qualified to perform the duties involved. The schedule rights described in the first sentence above for senior Part-Time employees shall not apply to scheduled hours of "Waiver" employees as described in ARTICLE 21 of this Agreement.

**LFHI: SECTION 4.2 D**

**Kowalskis: SECTION 4.2 D**

**Festival: SECTION 4.6C**

**Jerry's St. Paul: SECTION 4.2 D**

**County Market: SECTION 2.6 B**

**UNFI, Cub Metro: SECTION 4.2 D**

**UNFI, Cub Duluth: SECTION 4.05**

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**Union Proposal No.10-v1**     *Transfer seniority*

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An employee's seniority and employment shall be terminated if the employee;

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return from any of the leaves of absence referenced in Article 8 of this Agreement, within the time limits contained therein;
- D. Fails to respond within ten (10) calendar days of the date notice to return is registered with the U.S. Postal Service, ~~or~~;
- E. Is absent from the job for any reason, other than sickness or injury, for a period in excess of one (1) year ~~or~~,
- F. **Transfers into a non-bargaining unit position or a bargaining unit position covered under another CBA (UFCW 663).**

**LFHI: SECTION 4.4**

**Kowalskis: SECTION 4.4**

**Festival: SECTION 4.8**

**Jerry's St. Paul: SECTION 4.4**

**County Market: SECTION 4.4**

**UNFI, Cub Metro: SECTION 4.4**

**UNFI, Cub Duluth: SECTION 10.09**

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Union Proposal No.11-v1      Holiday Volunteer sign up

**SECTION 5.1: HOLIDAYS DEFINED:**

C. New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, & Thanksgiving Day:

1) Full-Time:

c) All Full-time labor for the above holidays shall be scheduled first by volunteers. If there are not enough volunteers, the remaining full-time labor needed will be scheduled in order of reverse seniority. The Employer will post a volunteer sign-up sheet no less than thirty (30) days prior to the holiday **with a copy of the posting sent to the Union**. Failure to do so will result in the holiday schedule being by volunteers only.

2) Part-Time and Utility:

a) Work on Memorial Day, Independence Day, and Labor Day, Thanksgiving and New Year's Day shall be voluntary for all regular Part-Time and Utility employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the Memorial Day, Independence Day, and Labor Day, 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 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. The Employer will post a volunteer sign-up sheet no less than thirty (30) days prior to the holiday **with a copy sent to the Union**. Failure to do so will result in the holiday schedule being by volunteers only.

**\*Where holidays are by volunteers first, we are looking for "scheduling by reverse seniority" for need. Plus, minimum 30 day volunteer sign-up sheet posted or the holiday becomes exclusively by volunteer only.**

**LFHI: SECTION 5.1**

**Kowalskis: SECTION 4.4**

**Festival: SECTION 5.4 C**

**Jerry's St. Paul: SECTION 4.4**

**County Market: SECTION 4.4**

**UNFI, Cub Metro: SECTION 4.4**

**UNFI, Cub Duluth: SECTION 9.04**

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**Union Proposal No.12-v1      Holiday Pay ESST**

D. Eligibility For Holiday Pay: In order to qualify for holiday pay, an employee must have worked in one of the following: the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work that employee's scheduled workday before and after the holiday unless excused by the Employer or ~~unless absent due to proven illness~~ **for an ESST covered absence.**

**LFHI: SECTION 5.2**

**Kowalskis: SECTION 5.2**

**Festival: SECTION 5.2**

**Jerry's St. Paul: SECTION 5.2**

**County Market: SECTION 5.2**

**UNFI, Cub Metro: SECTION 5.2**

**UNFI, Cub Duluth: SECTION 9.06**

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*Union Proposal No.13-v1 Prime-Time Part-time name change*

**The Union is proposing to change the name of Prime time-Part time to Non-benefitted.**

LFHI: SECTION 6.5 and throughout  
Kowalskis: SECTION 6.6 and throughout  
Festival: SECTION 6.6 and throughout  
Jerry's St. Paul: SECTION 6.6 and throughout  
County Market: SECTION 6.3 and throughout  
UNFI, Cub Metro: SECTION 6.4 and throughout  
UNFI, Cub Duluth: SECTION 10.08 D

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**Union Proposal No.14-v1 ESST**

**SECTION 7.5: 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 forty-eight (48) hours of front loaded 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.~~ **Employees not eligible for vacation pay, will accrue ESST in accordance with Minnesota's Earned Sick and Safe time Act immediately upon hire.**

**LFHI: SECTION 7.8**

**Kowalskis: SECTION 7.7**

**Festival: None**

**Jerry's St. Paul: SECTION 7.1 C**

**County Market: SECTION 7.1 C**

**UNFI, Cub Metro: SECTION 7.5**

**UNFI, Cub Duluth: SECTION 8.05**

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**Union Proposal No.15-v1 Minnesota Paid Family and Medical Leave (PFML)**

**Paid Family and Medical Leave:**

1. Effective no sooner than January 1, 2026, the employer will pay 50% and the employee will pay 50% of the Family and Medical Leave premiums assessed pursuant to Minnesota State Statute Section 268B.14.
2. Sick Time or other paid time off provided for in this Agreement may be taken as "supplemental benefits" for those who qualify for family medical benefits under Minnesota Statute Chapter 268B.

\*Employers with a LOU, we are proposing to move the LOU into the Leave of Absence Article. Employers that do not, this is the proposed language.

**LFHI: LOU**

**Kowalskis: LOU**

**Festival: ARTICLE 8**

**Jerry's St. Paul: ARTICLE 8**

**County Market: ARTICLE 8**

**UNFI, Cub Metro: LOU**

**UNFI, Cub Duluth: LOU**

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UFCW LOCAL 1189

*Union Proposal No.16-v1 Furnish Help*

**SECTION 13.4: FURNISH HELP:**

~~Local 1189 will at all times endeavor to furnish reliable, competent help and further agrees to promote the best interests of the Employer at all times.~~

LFHI: SECTION 13.4

Kowalskis: SECTION 13.4

Festival: SECTION 13.4

Jerry's St. Paul: SECTION 13.4

County Market: N/A

UNFI, Cub Metro: SECTION 13.4

UNFI, Cub Duluth: N/A

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NON-ECONOMIC PROPOSALS  
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UFCW LOCAL 1189

*Union Proposal No.17-v1 Union membership and Employers*

**SECTION 13.5: UNION MEMBERSHIP AND EMPLOYERS:**

~~No individual Employer shall be required to belong to the Union. However, no more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in a grocery and meat department. All others are to be members of the Union.~~

LFHI: SECTION 13.5

Kowalskis: SECTION 13.5

Festival: SECTION 13.5

Jerry's St. Paul: SECTION 13.5

County Market: N/A

UNFI, Cub Metro: SECTION 13.5

UNFI, Cub Duluth: N/A

NON-ECONOMIC PROPOSALS  
*Between*  
**ALL RETAIL EMPLOYERS**  
*And*  
**UFCW LOCAL 1189**

**Union Proposal No.18-v1 Waivers**

**Part-Time to Full-Time Waivers:** The Employer may waiver ~~any~~ **only** current part-time employees to full-time for up to sixteen (16) weeks per calendar year. The employee will be paid at the appropriate full-time rate applicable to the classification utilized and will be scheduled for a minimum of forty (40) hours per week for each of the weeks the employee is on waivers. If such an employee is scheduled full-time in excess of the sixteen (16) weeks allowed under this provision, Full-time Contributions to the Health and Welfare and Pension funds will begin the first of that same month.

The Employer will notify the Union when an employee initially signs the waiver. The Employer will keep track of the weeks and classification(s) the employee worked as a waiver employee and submit them annually to the Union. The sixteen (16) week waiver can be used for any week throughout the calendar year and need not be used or scheduled consecutively.

**Injury/Unplanned absence Waiver:** In the event that a full-time employee is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee shall be paid at the applicable rate for the classification utilized and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.

**Signed Waiver:** In all instances where an employee is waived from their current classification to another a waiver agreement explaining the terms of this agreement will be signed by the employee and submitted to the Union.

**Delete:**

- Full-time waivers from outside
- All Meat Department waivers
- Summer waivers
- Utility waivers

**LFHI: ARTICLE 21**

**Kowalskis: ARTICLE 21**

**Festival: ARTICLE 21**

**Jerry's St. Paul: ARTICLE 21**

**County Market: ARTICLE 20**

**UNFI, Cub Metro: ARTICLE 21**

**UNFI, Cub Duluth: SECTION 22.06**

NON-ECONOMIC PROPOSALS  
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**Union Proposal No.19–v1 Housekeeping and Topics of discussion**

1. Make gender neutral and grammatical changes through the drafting process
2. Where agreements are made in writing between mgmt and employee, add: with a copy sent to the Union.
3. ESST – where the contract is in violation of the ESST statute, changes will be made through the drafting process.
4. Review all LOU's

Discussion topics: Based on discussion, the Union reserves the right to make proposals on the following items.

1. Job vacancies/postings
2. Promotions (internal/external)

**LFHI:**

**Kowalskis:**

**Festival:**

**Jerry's St. Paul:**

**County Market:**

**UNFI, Cub Metro:**

**UNFI, Cub Duluth:**

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NON-ECONOMIC PROPOSALS  
Between  
ALL RETAIL EMPLOYERS  
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UFCW LOCAL 1189

Union Proposal No.20-v1

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Article 10

**Discipline & Discharge**

~~A. No employee shall be discharged except for just cause.~~

A. Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the union representative of their choice if available; if that person is not available, then another union representative may attend.

~~B. The properly accredited officers or representatives of the Union and the Employer are authorized to settle any dispute arising out of a discharge. Grievances under Section 15.1 regarding discharge without just cause must be filed in writing with the Employer within fifteen (15) calendar days after the effective date of termination of the employee's employment. Failure to comply with this time requirement will result in the grievance being waived and not submitted to mediation or arbitration under Article 15.~~

B. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

Disciplines shall not be used for progressive discipline purposes after approximately twelve (12) months following the date of the infraction that was the subject of the discipline. However, all disciplines will remain in an Employee's file even if no longer in effect.

C. The normal progression shall be as follows:

1. Verbal Warning - Shall be documented by date in the employee's personnel file with a notice sent to the Employee, Union and Employer.
2. Written Warning - Shall be documented by date in the employee's personnel file with a notice sent to the Employee, Union and Employer.
3. Unpaid Disciplinary Suspension(s) - Shall be documented by date in the employee's personnel file with a notice sent to the Employee, Union and Employer.
4. Discharge - Shall be documented by date in the employee's personnel file with a notice sent to the Employee, Union and Employer.

~~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.~~

D. By signing the discipline, the Employee is only acknowledging that they received a copy of this notice. The following shall be included on the discipline below the signature line: "My signature only acknowledges receipt of this discipline."

LFHI: Article 10

Kowalskis: Article 10

Festival: Article 10

Jerry's St. Paul: Article 10

County Market: Article 10

UNFI, Cub Metro: Article 10

UNFI, Cub Duluth: Article 12-Section 12.01, Section 12.02

NON-ECONOMIC PROPOSALS  
Between  
ALL RETAIL EMPLOYERS  
And  
UFCW LOCAL 1189

Union Proposal No.21-v1

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## GRIEVANCE AND ARBITRATION

### Section X.1: Grievance:

Should any differences or disputes arise over the interpretation of, application or compliance with the terms and provisions of this Agreement, there shall be an earnest effort on the part of the parties to settle promptly through the following steps:

**Step 1. A.** When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with that employee's 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.~~

**Step 2. B.** ~~If the grievance cannot be~~ **is not resolved in Step 1, it shall be reduced to writing and submitted to the Employer within thirty (30) calendar days after the employee has knowledge of the occurrence. on a local level, a **A representative of the Employer and a representative of the Union shall, within seven (7) calendar days, schedule a meeting to attempt to reach a settlement of the controversy, dispute or disagreement. The Employer shall respond to the grievance, in writing within fifteen (15) calendar days of such meeting.****

**C.** In the case of wage discrepancies, the Employer agrees to submit to the 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 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.** ~~If the grievance is not resolved in Step 2, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing and must be received by the Employer within thirty (30) calendar days of the receipt of the Employer's response to the Step 2 grievance meeting. 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 submitted to arbitration by either party notifying the other involved in writing of its desire to do so. 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. Employer Violations:**

1) 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.~~

### **Section X.2: Mediation:**

Any ~~grievance~~ discharge or dispute that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to ~~mediation~~ the Bureau of Mediation Services of Minnesota or Federal Mediation and Conciliation Service (FMCS) 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. This may be requested at any time after the written Step 2 response up until the day of arbitration. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.~~

### **Section X.3: Arbitration:**

A. If a ~~grievance~~ dispute or discharge is not resolved by the provisions of SECTIONS 15.1 and 15.2, either party may refer the matter to Arbitration. A demand 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 petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral 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.

A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the FMCS. The parties shall alternatively strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

### **Section 15.4: Authority of the Arbitrator:**

The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The hearing and the award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to receive evidence on or decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and individual employee filing 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.~~

Ⓔ. 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.

#### **Section 15.4: Limitations of Arbitrator:**

~~The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.~~

**Section X.5: Arbitration Expense:** The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

#### **Section X.56: Time Limits:**

The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.

**Section X.7 Final Authority:** 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 has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

LFHI: Article 15

Kowalskis: Article 15

Festival: Article 15

Jerry's St. Paul: Article 15

County Market: Article 15

UNFI, Cub Metro: Article 15

UNFI, Cub Duluth: Article 14