

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 Any employer proposals that are withdrawn during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings.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 Comprehensive Employer Package Proposal Provided to Local 1189 on April 8, 2026

This total and comprehensive package proposal is conditioned upon a prompt and peaceful settlement and must be accepted in its entirety. The Employer reserves the right to revoke this offer in its entirety in the event it is not recommended in its entirety or as the result of any economic action initiated against any member of the coordinated employer group by the Union. All other employer proposals are conditionally withdrawn as part of this package, although the Employer reserves the right to revert to prior positions if this offer is not accepted. Company proposed revisions to the current contract language are indicated in green text below.

All Local 1189 proposals not included in this document are rejected by Cub Foods.

Term of Agreement

Employer proposes an agreement for a term ending April 7, 2029 at 11:59 p.m.

Ratification Date

The contract is effective upon ratification.

Wages

APPENDIX "A" WAGE RATES

Full-Time Top and Overscale Increases	Employees Hired Before 4/7/2024			Employees Hired On or After 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028	4/5/2026	4/4/2027	4/2/2028
	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

Classification	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
	Assistant Manager/Head Stock	\$33.22	\$33.72	\$34.22	\$34.72	\$33.22	\$33.72	\$34.22
All Other (Non-Meat) Department Heads	\$32.82	\$33.32	\$33.82	\$34.32	\$32.82	\$33.32	\$33.82	\$34.32
Mgr, Meat (Head Meat Cutter)	\$33.97	\$34.47	\$34.97	\$35.47	\$33.97	\$34.47	\$34.97	\$35.47
Journeyman	\$33.30	\$33.80	\$34.30	\$34.80	\$33.30	\$33.80	\$34.30	\$34.80
Wrappers (Hired Before 5/2/86)	\$31.49	\$31.99	\$32.49	\$32.99	\$31.49	\$31.99	\$32.49	\$32.99
Senior Retail Specialist Employees	\$31.78	\$32.28	\$32.78	\$33.28	\$31.78	\$32.28	\$32.78	\$33.28

Full-Time Universal Employees								
0 - 6 Months					\$17.00	\$17.00	\$17.00	\$17.00
6 - 12 Months					\$18.00	\$18.00	\$18.00	\$18.00
1 - 2 Years	\$17.65	\$17.65	\$17.65	\$17.65	\$19.00	\$19.00	\$19.00	\$19.00
2 - 3 Years	\$18.65	\$18.65	\$18.65	\$18.65	\$20.00	\$20.00	\$20.00	\$20.00
3 - 4 Years	\$19.65	\$19.65	\$19.65	\$19.65	\$21.00	\$21.00	\$21.00	\$21.00
4 - 5 Years	\$20.65	\$20.65	\$20.65	\$20.65	\$22.00	\$22.00	\$22.00	\$22.00
5 - 6 Years	\$21.65	\$21.65	\$21.65	\$21.65	\$23.00	\$23.00	\$23.00	\$23.00
6+ Years (TOS)	\$29.38	\$29.88	\$30.38	\$30.88	\$29.38	\$29.88	\$30.38	\$30.88

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Full-Time Top and Overscale Increases	Employees Hired Before 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$0.50	\$0.50	\$0.50

Full-Time Top and Overscale Increases	Employees Hired On or After 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$0.50	\$0.50	\$0.50

Classification	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Full-Time Maintenance				
0 - 6 Months				
6 - 12 Months				
1 - 2 Years	\$14.05	\$14.05	\$14.05	\$14.05
2 - 3 Years	\$15.30	\$15.30	\$15.30	\$15.30
3 - 4 Years	\$16.55	\$16.55	\$16.55	\$16.55
4 - 5 Years	\$17.80	\$17.80	\$17.80	\$17.80
5+ Years (TOS)	\$27.23	\$27.73	\$28.23	\$28.73

Classification	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Full-Time Maintenance				
0 - 6 Months	\$13.80	\$13.80	\$13.80	\$13.80
6 - 12 Months	\$14.30	\$14.30	\$14.30	\$14.30
1 - 2 Years	\$15.55	\$15.55	\$15.55	\$15.55
2 - 3 Years	\$16.80	\$16.80	\$16.80	\$16.80
3 - 4 Years	\$18.05	\$18.05	\$18.05	\$18.05
4 - 5 Years	\$19.30	\$19.30	\$19.30	\$19.30
5+ Years (TOS)	\$27.23	\$27.73	\$28.23	\$28.73

Apprentices				
First 1040 Hours				
1,041 - 2080 Hours	\$20.00	\$20.00	\$20.00	\$20.00
2,081 - 3,120 Hours	\$21.25	\$21.25	\$21.25	\$21.25
3,121 - 4,160 Hours	\$22.75	\$22.75	\$22.75	\$22.75
4,161 - 5,200 Hours	\$25.50	\$25.50	\$25.50	\$25.50
5,201 - 6,240 Hours	\$27.00	\$27.00	\$27.00	\$27.00
6,241+ Hours (TOS)	\$33.30	\$33.80	\$34.30	\$34.80

Apprentices				
First 1040 Hours	\$20.00	\$20.00	\$20.00	\$20.00
1,041 - 2080 Hours	\$21.25	\$21.25	\$21.25	\$21.25
2,081 - 3,120 Hours	\$22.50	\$22.50	\$22.50	\$22.50
3,121 - 4,160 Hours	\$24.00	\$24.00	\$24.00	\$24.00
4,161 - 5,200 Hours	\$25.50	\$25.50	\$25.50	\$25.50
5,201 - 6,240 Hours	\$27.00	\$27.00	\$27.00	\$27.00
6,241+ Hours (TOS)	\$33.30	\$33.80	\$34.30	\$34.80

Meat Wrappers (hired after 5/2/86) and Other Than Journeyman				
Start - 1 Year				
1 - 2 Years	\$19.48	\$19.48	\$19.48	\$19.48
2 - 3 Years	\$20.48	\$20.48	\$20.48	\$20.48
3 - 4 Years	\$22.48	\$22.48	\$22.48	\$22.48
4+ Years (TOS)	\$28.83	\$29.33	\$29.83	\$30.33

Meat Wrappers (hired after 5/2/86) and Other Than Journeyman				
Start - 1 Year	\$19.48	\$19.48	\$19.48	\$19.48
1 - 2 Years	\$20.48	\$20.48	\$20.48	\$20.48
2 - 3 Years	\$21.48	\$21.48	\$21.48	\$21.48
3 - 4 Years	\$22.48	\$22.48	\$22.48	\$22.48
4+ Years (TOS)	\$28.83	\$29.33	\$29.83	\$30.33

Part-Time Top and Overscale Increases	Employees Hired Before 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$0.30	\$0.30	\$0.30

Part-Time Top and Overscale Increases	Employees Hired On or After 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$0.30	\$0.30	\$0.30

Regular Part-Time / Prime Time Employees	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Hire - 500 Hours				
Next 520 Hours (1,020 Hours)				
Next 520 Hours (1,540 Hours)				
Next 520 Hours (2,060 Hours)				
Next 520 Hours (2,580 Hours)				
Next 520 Hours (3,100 Hours)	\$13.75	\$13.75	\$13.75	\$13.75
Next 520 Hours (3,620 Hours)	\$14.25	\$14.25	\$14.25	\$14.25
Next 520 Hours (4,140 Hours)	\$14.75	\$14.75	\$14.75	\$14.75
Next 520 Hours (4,660 Hours)	\$15.25	\$15.25	\$15.25	\$15.25
Next 520 Hours (5,180 Hours)	\$15.75	\$15.75	\$15.75	\$15.75
Next 520 Hours (5,700 Hours)	\$17.25	\$17.25	\$17.25	\$17.25
Next 520 Hours (6,220 Hours)	\$18.25	\$18.25	\$18.25	\$18.25
Top Rate (6,740+ Hours)	\$20.65	\$20.95	\$21.25	\$21.55

Regular Part-Time / Prime Time Employees	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Hire - 500 Hours	\$13.75	\$13.75	\$13.75	\$13.75
Next 520 Hours (1,020 Hours)	\$14.00	\$14.00	\$14.00	\$14.00
Next 520 Hours (1,540 Hours)	\$14.25	\$14.25	\$14.25	\$14.25
Next 520 Hours (2,060 Hours)	\$14.75	\$14.75	\$14.75	\$14.75
Next 520 Hours (2,580 Hours)	\$15.00	\$15.00	\$15.00	\$15.00
Next 520 Hours (3,100 Hours)	\$15.25	\$15.25	\$15.25	\$15.25
Next 520 Hours (3,620 Hours)	\$15.75	\$15.75	\$15.75	\$15.75
Next 520 Hours (4,140 Hours)	\$16.25	\$16.25	\$16.25	\$16.25
Next 520 Hours (4,660 Hours)	\$16.75	\$16.75	\$16.75	\$16.75
Next 520 Hours (5,180 Hours)	\$17.25	\$17.25	\$17.25	\$17.25
Next 520 Hours (5,700 Hours)	\$17.75	\$17.75	\$17.75	\$17.75
Next 520 Hours (6,220 Hours)	\$18.25	\$18.25	\$18.25	\$18.25
Top Rate (6,740+ Hours)	\$20.65	\$20.95	\$21.25	\$21.55

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Cub Foods First Comprehensive Employer Package Proposal Provided to Local 1189 on April 8, 2026

Part-Time Top and Overscale Increases	Employees Hired Before 4/7/2024			Employees Hired On or After 4/7/2024					
	4/5/2026	4/4/2027	4/2/2028	4/5/2026	4/4/2027	4/2/2028			
	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30			
	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028		Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Clean Team / Utility / Courtesy Clerks									
Hire					\$12.75	\$12.75	\$12.75	\$12.75	
After 30 Days					\$13.00	\$13.00	\$13.00	\$13.00	
6 Months					\$13.15	\$13.15	\$13.15	\$13.15	
18 Months					\$13.35	\$13.35	\$13.35	\$13.35	
24 Months					\$13.55	\$13.55	\$13.55	\$13.55	
30 Months					\$13.80	\$13.80	\$13.80	\$13.80	
36 Months					\$13.85	\$13.85	\$13.85	\$13.85	
48 Months (TOS)	\$16.25	\$16.55	\$16.85	\$17.15	\$16.25	\$16.55	\$16.85	\$17.15	
Meat Wrappers (hired after 5/2/86) and Other Than Journeyman									
Start - 1 Year	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	
1 - 2 Years	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	
2 - 3 Years	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	
3 - 4 Years	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	
4+ Years (TOS)	\$28.83	\$29.13	\$29.43	\$29.73	\$28.83	\$29.13	\$29.43	\$29.73	

* If a tentative agreement is reached by 11:59 p.m. on April 10, 2026, and the contract is ratified before 11:59 p.m. on April 18, the parties agree that any year one wage increases will be retroactive to April 5, 2026.

Health and Welfare

ARTICLE 19 – HEALTH CARE PLAN

SECTION 19.1:

A. 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 (“The Plan”) on behalf of any full-time employee who has worked thirty-two (32) or more hours per week or averaged thirty-two (32) or more hours per week for the reporting period (“Full-time Contributions”). These hours are exclusive of hours worked on Sunday for those employees whose work week does not include Sunday, and exclusive of Holidays for all employees.

2) In reporting periods where the full-time employee does not average thirty-two (32) 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 thirty-two hours, unless otherwise required.

B. 1) The Employer further agrees to make contributions to the Fund on behalf of any regular part-time employee (excluding Clean Team and Prime-time employees).

2) Part-time eligibility: Regular and OTJ Part-time employees who “Opted in” (elected coverage) and were grandfathered (during the 10/4/2014 qualification period) for coverage effective January 1, 2015 AND/OR those who average thirty (30) or more hours (as determined during the 12 month measurement period) and who “Opt in”/elect coverage and employee contributions.

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C. No contribution should be made for Clean Team unless such employee performs work which requires the part-time rate of pay as provided under SECTION 6.2 of ARTICLE 6 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 Prime-time employees.

D. Life insurance (\$5,000) and Accidental Death and Dismemberment benefit (\$1,000) for all part-time employees who do not currently receive this benefit. Employer will contribute \$1.25 per month for those part-time employees with one year of completed service and in classifications for whom no Health & Welfare payment is currently made, effective January 1, 2020. (Note that employees who receive Health and Welfare benefits already have this benefit).

E. 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.

SECTION 19.2:

The weekly Employer and Employee contribution rates are set forth below in this Section 19.2:

Weekly Contribution	Employer	Employer %	Employee	Employee %	Total
Pre 4/5/2026 Full-time	\$243.20	92.40%	\$20.00	7.60%	\$263.20
4/5/2026 Full-time	\$228.19	85.00%	\$40.27	15.00%	\$268.46
4/4/2027 Full-time	\$232.76	85.00%	\$41.07	15.00%	\$273.83
4/9/2028 Full-time	\$237.41	85.00%	\$41.90	15.00%	\$279.31
Pre 4/5/2026 Part-time	\$91.03	91.92%	\$8.00	8.08%	\$99.03
4/5/2026 Part-time	\$85.86	85.00%	\$15.15	15.00%	\$101.01
4/4/2027 Part-time	\$87.58	85.00%	\$15.45	15.00%	\$103.03
4/9/2028 Part-time	\$89.33	85.00%	\$15.76	15.00%	\$105.09

SECTION 19.3:

A. 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.

B. It is agreed that in the event that net reserves (net of IBNR and all Liabilities) of the Fund fall below one and one half (1.5) months as of October 1, 2019 or in a month thereafter for the life of this agreement, then the Trustees will determine the needed plan design changes required to maintain a minimum of one and one half (1.5) months net reserves (net of IBNR and all Liabilities) at no additional cost for Employers. Eligible participants will be allowed to vote between either a plan reduction or participant contribution increases to maintain the plan and achieve the net reserves. Trustees will agree to implement the resulting changes.

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SECTION 19.4:

The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. It is agreed that the Trust Agreement shall be amended to provide: (1) subsidized retiree health insurance benefits consistent with the terms of the Letter of Agreement (#4 in Appendix) regarding Retiree Health Insurance dated March 17, 2002; (2) conversion of participants' existing "grace weeks" to a "benefit bank" measured in dollars; (3) that part-time employees hired on or after March 5, 2005 shall become eligible for coverage only after one year of continuous service following the date of hire; (4) electronic transmission of Employer Contribution payments; and (5) a "best efforts" attempt by the Trustees to develop a mechanism for participating employees to self-fund accounts to be used for paying the costs of retiree coverage.

SECTION 19.5:

The Employer has the right, in its sole discretion, to provide or not to provide health care coverage under the Employer's health plan to Clean Team 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, plans of benefits, coverage levels and employee contributions, and the employer may amend eligibility, plans of benefits, coverage and employee contributions at any time in its sole discretion, including termination of this coverage. The parties intend that any coverage provided will be for Employees who are inadvertently eligible for coverage under the Affordable Care Act and this coverage will comply with the Affordable Care Act and any other applicable law.

Wages, Hours, and Working Conditions

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

Section 2.1: Wage Rates:

C. 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.

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Past Experience

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

Section 2.1: Wage Rates:

B. 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 **with no more than a two-year break in service**. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

- 2) 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.

Easter Sunday

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~~ **first with volunteers, then mandated in reverse seniority order.**

Clean Team Premiums

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~~ **Clean Team.**

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

Replacement of Department Heads

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

~~Section 2.5: Temporary Replacement of Department Heads:~~

~~If an employee in a "head" position is gone for five (5) days or more (forty (40) hour work week), the employee filling in will receive the applicable "head" rate of pay but only in instances where the described additional duties have been assigned to the employee.~~

Night Work

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

Section 2.6: Work Schedules:

D. ~~Night~~ **Evening** work: It is agreed that no employee except for those employees on the night stock crew shall be **scheduled later than 10:00 pm** ~~required to work~~ more than three (3) **nights evenings** per week **unless mutually agreed between the store director and the employee.** ~~Journeyman 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.~~

Part Time Ratios

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 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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Probationary Period

ARTICLE 4: SENIORITY

Section 4.2: Application of Seniority

A. Probationary Period:

1. All newly hired employees will be on probation for thirty (30) ~~calendar days~~ 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 probationary period, the Employer may request in writing an additional thirty (30) day probationary period in the case of an employee found questionable by management. If the Union approves, an additional thirty (30) day 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.~~

Application of Seniority

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) 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

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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.

Holidays

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 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.~~

Holidays – New Year's Eve

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.

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ARTICLE 5: HOLIDAYS

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).

Work performed on the holidays is outside the basic work week for all purposes including the "Minimum Scheduled Hours."

B. Christmas: There shall be no retail operation on Christmas Day or on Christmas Eve after 4:00 P.M. No Employee shall be required or permitted to work on the following named holidays: Christmas Day or after 4:30 PM 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 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.

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Leave of Absences

Article 8: Leave of Absence

Section 8.2: Accident, Injury, Pregnancy, or Sickness:

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)~~ **one (1) additional** years. The employee must be able to pass a physical examination upon return to work, if requested.

SPUR Leaves

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 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. **The Employer may deny the granting of any portion of a S.P.U.R. leave that would occur during July, November, or December. No more than two (2) S.P.U.R. leaves shall be granted per store at any given time.** The Union will provide a two 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.~~

Discipline & Discharge

ARTICLE 10 – DISCIPLINE & DISCHARGE:

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

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.~~ **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.**

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)~~

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~~warning notice in writing, with a copy to the Union.~~ The normal progression shall be as follows. The employer will provide copies of discipline upon the union's written request.:

1. Verbal Warning - Shall be documented by date in the employee's personnel file.
2. Written Warning - Shall be documented by date in the employee's personnel file.
3. One (1) Day Disciplinary Suspension(s) - Shall be documented by date in the employee's personnel file.
4. Three (3) Day Disciplinary Suspension(s) – Shall be documented by date in the employee's personnel file.
5. Discharge - Shall be documented by date in the employee's personnel file.

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

Store Visitation

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, Manager on Duty (MOD) or Service Center.

Grievance And Arbitration

ARTICLE 15 - GRIEVANCE AND ARBITRATION

Section 15.1 Grievance:

A. A grievance is any difference or dispute that arises 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. 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.

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

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or reasonably should have had knowledge, of the occurrence. 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 ten (10) calendar days of such meeting. If the Employer fails to respond within ten (10) calendar days it serves as an automatic denial of the grievance on the day the response was due, and the Employer shall lose its right to give a detailed denial at this step.

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.~~ In the case of unpaid compensation, an arbitrator may award the full back pay to which the arbitrator finds the employee is entitled for a valid grievance, up to 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 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.~~ If the grievance is not resolved in Step 2, the Union may refer the matter to Arbitration. A demand for mediation or Arbitration shall be in writing and must be received by the Employer within fifteen (15) calendar days of receipt of the Employer's response to the Step 2 grievance or failure of the Employer to respond within the time limits after the Step 2 grievance meeting.

~~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~~ Double Damages: If an arbitrator awards damages that total less than \$1,000 and finds that the Employer's violations were willful, the arbitrator may require the Employer to 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 15.2: Mediation:

Any discharge or dispute grievance 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 by mutual agreement to Federal Mediation and Conciliation Service (FMCS), in an

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~~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 Step 2 meeting up until the day of arbitration. The fees and expenses of the neutral shall be divided equally between the Employer and the Union.~~

Section 15.3: Arbitration:

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

~~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.~~

~~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.~~

Section 15.4: ~~Limitations On~~ Authority Of The 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. 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~~

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on or decide any other issues. The arbitrator shall render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.

The decision of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable). Nothing in this Agreement denies the Employer or Union their right to appeal an arbitrator's award under applicable law.

Section 15.5: Arbitration Expense:

The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

Section 15.56: 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 15.7 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.

Management Rights

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 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.

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Drug & Alcohol Testing

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~~ **must enroll in 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.

Recognition

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 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)~~ **four (4)** employees per store, including Store Managers, outside the bargaining unit who may perform all bargaining unit work, including the cutting of meat.

Wages, Hours and Working Conditions

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. **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.

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3) 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) **hired before April 6, 2026.**

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.

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

Clean Team and Prime Time Holiday Pay

ARTICLE 5: HOLIDAYS

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.~~ A Clean Team or Prime time part-time employee who has completed one (1) year of continuous service 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.

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Personal Holidays Accrual

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.

Prime Time Tuesday Work

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 agreement. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Primetime 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).

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Vacation Accrual

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.

Sunday Work

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

Section 2.2: Sunday Work

B. 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.

~~C. 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.~~

D. 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 voluntary employees. and will be scheduled by mutual agreement between the employee and Employer.

Overtime Pay

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.

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Cub Foods First Comprehensive Employer Package Proposal Provided to Local 1189 on April 8, 2026

~~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.~~

Job Postings

ARTICLE 4 – SENIORITY

Section 4.2: Application of Seniority

E. Job Posting

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.

Historical Sunday Hours

ARTICLE 1 – UNION SECURITY

Section 1.5: Meat Department

A. All work performed in the meat department will be done by bargaining unit members of the meat department (Head meat cutter, Journeymen [and Apprentices], Wrappers and Other-than-Journeymen) except as provided in ARTICLE 1 SECTION 1.A. and below:

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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.

Pharmacy Tech Seniority

ARTICLE 4- SENIORITY

Section 4.1: Definition of Seniority:

...

C. Seniority will be applied on the basis of the following classifications:

1. Full-time employees

Includes: Department heads, Senior Retail Specialists, Universal, Full-time Maintenance, Journeymen, and Wrappers.

2. Part-time employees

Includes: Regular Part-time and Other-than-Journeymen.

3. Clean Team employees

Employees formerly classified as bagger/carryout/part-time maintenance.

4. Prime-time employees

5. Certified Pharmacy Technicians

6. Non-Certified Pharmacy Technicians

D. Prime-time and part-time employees will have separate seniority (among themselves within the classification), but will maintain their seniority date (Prime-time or Part-time) when moving between Prime-time or Part-time classifications.

E. The employee's seniority date and classification will be posted in the appropriate location.

~~F. Employees will retain their seniority and all rights and benefits based on their seniority including super seniority for department heads, when transferring between stores covered by the Cub Gold CBA and those covered by the Main Cub CBA.~~

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.

...

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- 5) **Certified 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 **Certified Pharmacy Technicians**, 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~~ **If the Certified Pharmacy Technician** who is laid off from the pharmacy **transferred directly from one of the other classifications listed in 4.1(C) above,** ~~will be scheduled in other areas of the store and~~ they will maintain their **original seniority date** ~~in the appropriate~~ **that classification and may be scheduled in other areas of the store.**
- 6) **Non-Certified Pharmacy Technician:** **In the event of a reduction of force in the Employer's Non-Certified Pharmacy Technicians, the least senior, based on their date of hire will be the first laid off from the pharmacy. If the Non-Certified Pharmacy Technician who is laid off from the pharmacy transferred directly from one of the other classifications listed in 4.1(C) above, they will maintain their original seniority date in that classification and may be scheduled in other areas of the store.**

Meat Employees

ARTICLE 6 – DEFINITIONS

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.

District Pharmacy Techs

ARTICLE 6 – DEFINITIONS

Section 6.10: Pharmacy Technicians

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.

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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.

Shelf Stocking and Resets

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.

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

A. ~~Initially cut~~ Cut in and “spot” 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~~

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~~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.~~

UNION PROPOSALS

Inclement Weather: The Company will TA the below Union proposals as part of this comprehensive package.

SECTION 2.11: OTHER WORKING CONDITIONS:

G. 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 **any available** paid benefit time off.

Preference of Hours: The Company counter’s the Union’s proposal below.

SECTION 4.2: APPLICATION OF SENIORITY

D. Preference of Hours

1) **Full-time employees other than Department Heads and Pharmacy employees** ~~Senior Retail Specialist employees~~ hired before March 7, 2005 will be allowed to exercise their preference of hours **within their regular workweek. Any such exercise must be done on a form submitted to the Store Director / Assistant Store Director no later than noon on each Saturday for the newly posted week. Eligible Full-time employees may submit only one form per posting. A preference is valid only if both employees are qualified to work the schedules involved at the time the preference was submitted.** It is agreed that preference, if qualified, shall be given to the more senior, ~~Senior Retail Specialist~~ **eligible Full-time employees** within the store in granting the more desirable schedule of hours among **eligible full-time non-meat positions, and the junior employee shall take the non-preferred schedule without further preference permitted.** Department heads, ~~and~~ employees designated for management training, **and Pharmacy employees** may be scheduled without regard for preference. Employees who are Department Head as of May 23, 2013 will not be adversely affected in their schedule due to the merging of seniority lists. This provision shall have no application to Sunday hours.

Holiday Work The Company will TA the below Union proposals as part of this comprehensive package.

SECTION 5.1: HOLIDAYS DEFINED:

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, Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the “summer holidays shall be

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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. **The Employer will post a volunteer sign-up sheet on an annual basis or at least thirty (30) days prior to the affected schedule being posted.**

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 shall be voluntary for all regular 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 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. **The Employer will post a volunteer sign-up sheet on an annual basis or at least thirty (30) days prior to the affected schedule being posted.**

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.

3. Meat Scheduling: Meat Departments shall first be staffed by volunteers according to the following steps (in numerical order). 1) Journeyman Meat Cutter Volunteers 2) Wrapper volunteers 3) Other-than-journeyman volunteers 4) Senior Retail Specialist or Universal employee volunteers qualified to perform the duties.
- ~~4. Volunteer Holiday Sign-Up Sheets: Sign-up sheets shall be posted near the timeclock for employees volunteering to work on Easter and all other holidays at least forty (40) days before the affected schedule is posted. Such sign up sheets shall remain posted until the Monday prior to the affected schedule being posted.~~

Holiday Pay The Company counter's the Union's proposal below.

SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

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

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week after the week in which the holiday occurs. In addition, the employee must work that employee's scheduled workday **on**, before and after the holiday unless excused by the Employer or ~~unless absent due to proven illness~~ **using leave for an ESST covered absence.**

Prime Time The Company will TA the below Union proposals as part of this comprehensive package.

Change the name of Prime time-Part time to simply "Prime Time."

MN Paid Family Leave The Company counter's the Union's proposal below.

SECTION 8.7: 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 fifty percent (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 employee will pay the PFML premium as follows: (1) zero point thirty-five percent (0.35%) will be paid by employee (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. 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.**

These proposals and responses are offered in a good faith effort to reach negotiated agreements for our respective collective bargaining agreement with UFCW Local No. 663. Any employer proposals or responses 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 response or any withdrawal or modification of a proposal or response does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals or responses 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 – Tentative Agreements Reached Through April 7, 2026

Vestigial Dates

Eliminate all vestigial dates throughout.

Tentative Agreement Reached on 2/17/2026

MN Rest and Meal Breaks

Add Minnesota Rest and Meal Break MOU to the back of the CBA.

Tentative Agreement Reached on 2/17/2026

Other Working Conditions

ARTICLE 2 – WAGES, HOURS AND WORKING CONDITIONS

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 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.

Tentative Agreement Reached on 2/17/2026

Work Schedules

SECTION 2.6: WORK SCHEDULES

G. ~~10~~ 8 Hours between shifts: The Employer will provide a minimum of ~~eight (8)~~ ten (10) hours between scheduled shifts for all employees **except by mutual agreement.**

Tentative Agreement Reached on 2/19/2026

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Cub Foods – Tentative Agreements Reached Through April 7, 2026

Time Clocks

SECTION 2.11: OTHER WORKING CONDITIONS:

- A. Time Clocks: Where time clocks are installed, each employee shall, as a condition of employment, be required to “clock-in”. Failure to properly “clock-in” shall **may** be cause for discharge.

Tentative Agreement Reached on 2/17/2026

Transfer of Seniority

Section 4.4 TERMINATION OF SENIORITY:

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).**

Tentative Agreement Reached on 2/17/2026

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.~~

Tentative Agreement Reached on 2/17/2026

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.~~

Tentative Agreement Reached on 2/17/2026