

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. 1189. Any employer proposals or responses that are withdrawn during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings.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 Duluth 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 All other employer proposals are conditionally withdrawn as part of this package, although the Employer reserves the right to revert to prior positions if this offer is not accepted.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

	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		
Full-Time Top and Overscale Increases	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50		
	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
Classification								
Meat Manager	\$29.97	\$30.47	\$30.97	\$31.47	\$29.97	\$30.47	\$30.97	\$31.47
Department Manager	\$29.36	\$29.86	\$30.36	\$30.86	\$29.36	\$29.86	\$30.36	\$30.86
Journeyman Meat Cutter								
24+ Months	\$28.85	\$29.35	\$29.85	\$30.35	\$28.85	\$29.35	\$29.85	\$30.35
Apprentice Meat Cutter								
1st (0-6 months)	\$17.00	\$17.00	\$17.00	\$17.00	\$19.00	\$19.00	\$19.00	\$19.00
2nd (6-12 months)	\$18.00	\$18.00	\$18.00	\$18.00	\$20.00	\$20.00	\$20.00	\$20.00
3rd (12-18 months)	\$19.00	\$19.00	\$19.00	\$19.00	\$21.00	\$21.00	\$21.00	\$21.00
4th (18-24 months)	\$20.00	\$20.00	\$20.00	\$20.00	\$22.00	\$22.00	\$22.00	\$22.00

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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

	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
Full-Time Clean Team								
1st 6 months					\$14.50	\$14.50	\$14.50	\$14.50
2nd 6 months					\$15.50	\$15.50	\$15.50	\$15.50
Next Year	\$16.00	\$16.00	\$16.00	\$16.00	\$17.50	\$17.50	\$17.50	\$17.50
Next Year	\$17.00	\$17.00	\$17.00	\$17.00	\$18.50	\$18.50	\$18.50	\$18.50
Top Rate	\$24.41	\$24.91	\$25.41	\$25.91	\$24.41	\$24.91	\$25.41	\$25.91
Regular Full-Time								
1st 6 months					\$17.00	\$17.00	\$17.00	\$17.00
2nd 6 months	\$17.00	\$17.00	\$17.00	\$17.00	\$18.00	\$18.00	\$18.00	\$18.00
Next Year	\$18.00	\$18.00	\$18.00	\$18.00	\$19.00	\$19.00	\$19.00	\$19.00
Next Year	\$19.00	\$19.00	\$19.00	\$19.00	\$20.00	\$20.00	\$20.00	\$20.00
Top Rate	\$26.91	\$27.41	\$27.91	\$28.41	\$26.91	\$27.41	\$27.91	\$28.41

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
	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

	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
Part-Time Clean Team								
First 260 Hours					\$12.75	\$12.75	\$12.75	\$12.75
Next 260 Hours (Up to 520 hours)					\$12.90	\$12.90	\$12.90	\$12.90
Next 520 Hours (Up to 1,040 hours)					\$13.10	\$13.10	\$13.10	\$13.10
Top Rate (1,041+ hours)	\$14.93	\$15.43	\$15.93	\$16.43	\$14.93	\$15.43	\$15.93	\$16.43
Regular Part-Time and Universal Part-Time								
First 200 Hours					\$13.75	\$13.75	\$13.75	\$13.75
Next 200 Hours (Up to 400 hours)					\$14.25	\$14.25	\$14.25	\$14.25
Next 260 Hours (Up to 660 hours)					\$14.75	\$14.75	\$14.75	\$14.75
Next 260 Hours (Up to 920 hours)					\$15.25	\$15.25	\$15.25	\$15.25
Next 520 Hours (Up to 1,440 hours)					\$15.75	\$15.75	\$15.75	\$15.75
Next 520 Hours (Up to 1,960 hours)	\$13.75	\$13.75	\$13.75	\$13.75	\$16.50	\$16.50	\$16.50	\$16.50
Next 520 Hours (Up to 2,480 hours)	\$14.50	\$14.50	\$14.50	\$14.50	\$17.25	\$17.25	\$17.25	\$17.25
Next 520 Hours (Up to 3,000 hours)	\$15.00	\$15.00	\$15.00	\$15.00	\$17.75	\$17.75	\$17.75	\$17.75
Top Rate (3,001+ Hours)	\$19.72	\$20.22	\$20.72	\$21.22	\$19.72	\$20.22	\$20.72	\$21.22

* 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.

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Health Care

Section 15.03 HEALTH AND WELFARE

A. FULL-TIME:

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

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

- 1) Part-time eligibility Year 1: (2015) Employees who, prior to ratification, were eligible for single health care coverage, were not eligible and or did not elect family health coverage, and who agree and are available to work twenty-four (24) or more hours per week, will remain eligible for single health coverage for the life of the Agreement.
 - a. Employees who do not agree to work twenty-four (24) or more hours per week will not be eligible for health insurance through "the plan."
- 2) Part-time eligibility Year 2 and 3 (2016 and 2017): Employees who average thirty (30) hours or more in the previous year (as determined 10/3/15 and 10/3/16) will be eligible for coverage in the following year and for the remainder of the Agreement provided they agree and are available to work 24 or more hours per week.
- 3) The Employer will make contributions on all employees who are classified as regular Full-time, Modified Full-time, or Regular Part-time whether or not the employee is eligible for benefits from the Plan. No contribution should be made for Clean Team employees unless such employee performs work which requires the part-time rate of pay as provided under SECTION 10.08(F)(ii) and who works on at least one day each week during the previous month which

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requires the part-time rate of pay, and in that case, the contribution to the Fund on behalf of such employee shall be required for each week the employee performed work which required the part-time rate of pay. No contribution shall be made for Universal Part-time employees.

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

C. CONTRIBUTIONS

The employer and employees will make the following contributions:

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

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

D. The program of benefits of this full-time plan and of this part-time plan are as agreed to between the Employer and the Union Trustees and will be maintained for the life of this Agreement. Benefits may be modified by mutual agreement of the board of trustees.

E. The Employer has the right, in its sole discretion, to provide (or not to provide) health care coverage to part-time employees or any other bargaining unit employee not otherwise provided with health care coverage under this Agreement. The Employer has the sole right to determine the eligibility, coverage levels, and employee contributions, and the Employer may amend or terminate these at any time in its sole discretion. The parties intend that any coverage provided will be in compliance with the Affordable Care Act and any other applicable law.

F. In the event of absence of an Employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from

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the date on which the Employee leaves active employment due to injury, illness, or sickness. The forgoing shall be applied consistent with and in conjunction with, any FMLA leave granted by the Employer, including a rolling 12- month eligibility period for additional FMLA and coverage under this paragraph. In the event of leave of absence or military leave or in the event of Employees who are laid off or are off because of illness, sickness, or injury beyond the said three (3) month period they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

G. During the time that the Employees covered hereunder are on vacation, the Employer shall continue coverage with co-payments deducted from the applicable vacation pay paid to the Employee.

H. The Employer will allow an Employer selected, Long Term Disability provider to offer a long-term disability plan at 100% employee funded cost via payroll deduction.

OTHER PROPOSALS

Overtime

ARTICLE 4: HOURS OF LABOR

Section 4.01 OVERTIME: All work performed in excess of ~~eight (8)~~ **nine (9)** hours in any one (1) day, scheduled or pre-approved, or forty (40) hours in any one (1) week shall be paid at time and one-half (1½) the employee's regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. Employees shall not be scheduled six (6) consecutive days (in a calendar week), except by mutual agreement.

Drug & Alcohol Testing

Modify Section 5.12 as follows:

Section 5.12 DRUG AND ALCOHOL TESTING:

A. The Employer and Union intend to comply with all current or future legal requirements set forth in Minnesota Statute 181.950 - 181.957. The Employer may neither administer nor require any worker to submit to a test for drugs, cannabis or alcohol without reasonable suspicion. The parties agree that reasonable suspicion must be based on the first-hand observation of the worker by a trained supervisor and, if at all possible, corroborated by the first-hand observation of a second trained supervisor.

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B. Reasonable suspicion means objective evidence about the worker's workplace conduct that would cause a reasonable person to believe that the worker is demonstrating physical signs of impairment due to drugs or alcohol, such as difficulty in maintaining balance, slurred speech, erratic behavior and an inability to safely perform assigned tasks, or any other evidence permitted under applicable Minnesota law. The fact that a worker has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable suspicion.

C. The Employer agrees that positive test results standing alone do not constitute just cause for discipline or discharge.

D. The Employer agrees to offer the employee who is tested positive for the first time and is subject to discipline a mutually agreeable substance abuse program. The worker ~~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.

Lead Pay

Modify Article 10 as follows:

ARTICLE 10: SENIORITY

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

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

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

Probationary Period

Modify Article 12 as follows:

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ARTICLE 12: EMPLOYMENT TERMINATION

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

Minimum Wage Increases

Add New Section 22.08:

Section 22.08: 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.

UNION PROPOSALS

Seniority: The Company will TA the below Union proposal as part of this comprehensive package.

ARTICLE 10: SENORITY

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

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return to employment after layoff, and reasonable notice of recall;
- D. Is absent for any reason, except military service, for a period of one (1) year or more;

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E. No employee shall lose seniority because of sickness or accident or for any reason beyond the control of the employee, subject to this one (1) year limitation, except as provided for in Article 19, as long as the employee complies with all medical restrictions and requirements; or

F. After six (6) months as a supervisory employee or,

G. Transfers into a non-bargaining unit position or a bargaining unit position covered under another CBA (UFCW 663).

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

Section 5.17 INCLEMENT WEATHER:

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

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

9.06 HOLIDAY PAY:

A. REGULAR FULL-TIME:

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

B. MODIFIED FULL-TIME AND PART-TIME:

(iii) Modified Full-time employees and Regular part-time employees working in any holiday week who have worked ninety (90) calendar days for the Employer, and part-time Clean Team employees and Universal Part-time employees working in any holiday week who have worked one hundred and twenty (120) calendar days for the Employer, who have worked their last scheduled workday before **the holiday, on the holiday** and their first scheduled workday after a holiday, ~~except for bona fide illness~~ **unless using leave excused for an ESST covered absence**, shall be entitled to holiday pay calculated as follows:

MN Paid Family Leave: The Company will TA the below Union proposal as part of this comprehensive package.

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

Discipline and Discharge: The Company will TA the below Union proposals as part of this comprehensive package.

ARTICLE 12: EMPLOYMENT TERMINATION:

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

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

The normal progression shall be as follows:

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1. Verbal Warning - Shall be documented by date in the employee's personnel.
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.

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."

Grievance and Arbitration: The Company will TA the below Union proposals as part of this comprehensive package.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

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

~~A. Between the employee affected and his/her Department Head.~~ **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. By a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.~~

~~C. Any dispute, difference, or grievance not resolved in Steps A or B above, may be reduced to writing within ten (10) days of the meeting in Steps A or B above. Any grievance for disciplinary suspension or termination must be reduced to writing within (10) days of the suspension or termination. Within ten (10) days from the date the grievance is filed, representatives of the Union and the Company will meet in an effort to resolve the grievance. If the Step C meeting is not held within thirty (30) days of the date the grievance is filed, the Union may advance the grievance to Step E.~~ **Step 2.** If the grievance 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

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. 1189. 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.

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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.

If the grievance is not resolved in Step 2, the Union may refer the matter to mediation, by mutual agreement, or Arbitration. A demand for mediation or Arbitration shall be in writing and must be received by the Employer within (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.

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. Should the dispute, difference or grievance not be resolved in Step C, or no meeting is held at Step C, by mutual agreement either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Services (FMCS) will be used for this mediation. Mediation must be requested within ten (10) days of the Step C meeting.~~

~~E. If the dispute, difference or grievance is not settled in Step D (or Step C, if mediation is not mutually agreed upon or no Step C meeting is held) the matter may be referred to binding arbitration. Such request for arbitration must be within ten (10) days of the Step D meeting (or Step C meeting if Step D is not used).~~

~~F. If a dispute, difference or grievance is arbitrated, the moving party will submit a request for an arbitration panel to the Federal Mediation and Conciliation Services. The list will consist of seven (7) names. The arbitrators will be selected by the parties alternately striking names until one (1) arbitrator is left. The order of strikes will be determined by lot.~~

Mediation: Any grievance that cannot be resolved through Step 1 or Step 2 may be referred by mutual agreement to mediation in an attempt to reach an agreement on a resolution. 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 14.02: Arbitration: If a grievance is not resolved by Step 1 or Step 2, the matter may be referred to Arbitration as outlined above. Within seven (7) calendar days of notification, the Union must petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately 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. ~~The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator~~

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~~shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement.~~ **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 sixty (60) calendar days following the close of the 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 14.03: Arbitration Expense. Any expense involved by the use of arbitration shall be borne equally by the Union and the Employer.

Section 14.04: At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority in respect to any aggrieved Employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

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

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