

These proposals are offered in a good faith effort to reach negotiated agreements for our collective bargaining agreement with UFCW Local 1189. We reserve the right to add to, subtract from or modify the terms of our proposals throughout the course of negotiations. Any proposals that are withdrawn by Lund Food Holdings, Inc. during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any 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 Lund Food Holdings, Inc. and the Union concerning all matters related to these negotiations.

Proposed language changes are in red.

**PROPOSAL SECTIONS**

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ECONOMIC PROPOSALS		
#	Status	Proposed Change(s)
E1	NEW 4/6	Refer to Appendix E1: Wage Proposal
E2	NEW 4/6	Refer to Appendix E2: Health & Welfare Proposal
E3	NEW 4/6	Meat & Seafood Managers hired after April 5, 2026 shall be considered a grocery position and will follow all scheduling rules associate with the FT Universal classification. Meat & Seafood Managers hired or promoted before April 5, 2026 will continue to be considered a meat position while employed in the role of Meat & Seafood Manager.
NON-ECONOMIC PROPOSALS DEFERRED TO ECONOMICS		
#	Status	Proposed Change(s)
1	UPDATED 4/6	<b>ARTICLE 27: TERM OF AGREEMENT</b> Contract is effective upon ratification. <span style="background-color: yellow;">Contract term shall be three years, expiring at 11:59 p.m. on 4/8/2029.</span>
2	AGREE TO DEFER TO ECONOMICS	<b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b> <b>SECTION 2.1: WAGE RATES</b> Add, and renumber paragraphs. <b>A. <u>Minimum Wage Rates:</u></b> The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX “A” and made a part of this Agreement. <b>B. <u>City, State, or Federal Minimum Wage and Other Wage Increases:</u></b> 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.
4	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.3: SUNDAY WORK</b></p> <p>A. The Employer may be open Easter Sunday provided the store is staffed <b>first</b> with volunteers, <b>then mandated in reverse seniority order.</b></p>
5	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.3: SUNDAY WORK</b></p> <p>E. Rates of pay for Sunday work shall be as follows:</p> <p>Straight time rate of pay for:</p> <ul style="list-style-type: none"> <li>a) All senior retail specialists, department heads, and full-time maintenance employees hired or promoted from part-time after March 8, 2008</li> <li>b) Universal employees</li> <li>c) Prime-Time employees</li> <li>d) Part-Time employees</li> <li>e) Utility employees</li> </ul> <p><del>Straight time rate of pay plus fifty cents (\$.50) per hour premium for:</del></p> <ul style="list-style-type: none"> <li><del>a) Utility employees.</del></li> </ul>
6	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.5: TEMPORARY REPLACEMENT OF DEPARTMENT HEADS</b></p> <p><del>If an Employee in a “Head” position is gone for an entire work week (five (5) days or more), the assigned Full Time employee who performs the Department Head’s responsibilities for the week will be paid the Department Head rate of pay.</del></p>
8	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 3: FULL-TIME / PART-TIME RATIOS</b></p> <p>The Employer must maintain a minimum total bargaining unit workforce ratio of full-time to part-time of 35% : 65%.</p> <p>Full-Time waiver employees, if they are not current employees, will not count in this ratio. Waiver, utility, prime-time, <b>and regular part-time employees who have waived their scheduled minimum hours</b> are excluded from this ratio. Part-Time employees on full-time waivers will be counted as part-time.</p>
10	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 4: SENIORITY</b>  <b>SECTION 4.2: APPLICATION OF SENIORITY</b></p> <p>C. <u>Layoff and Recall:</u></p> <ul style="list-style-type: none"> <li>2) <u>Part-Time:</u> For the purposes of layoff, part-time employees shall have seniority within their store. <del>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.</del> In the case of layoff, a part-time employee has the right to bump Utility employees (and be paid the appropriate Utility rate) provided the regular part-time employee has greater total part-time and utility seniority than the employee being bumped. The Employer will offer work, if available at another of its locations, to employees who are on layoff. An employee’s inability to accept such work at another location will not disqualify them from their right to recall in their own store.</li> <li>3) <u>Utility:</u> For the purposes of layoff and recall, utility employees shall have seniority <b>within their store.</b> <del>on a company wide basis.</del> The Employer will offer work, if available at another of its locations, to employees</li> </ul>

		<p>who are laid 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., <del>rights under Appendix C, or any unemployment compensation they may be entitled to receive. Employees may transfer between stores by mutual agreement.</del></p>
<p>11</p>	<p>AGREE TO DEFER TO ECONOMICS</p>	<p><b>ARTICLE 5: HOLIDAYS</b>  <b>SECTION 5.3: HOLIDAY WORK WEEK</b></p> <p>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.</p> <p><del>B. If the holiday falls on any day except for Sunday, the basic work week for Full-Time employees shall be thirty two (32) hours. When the holiday falls on Sunday, that work week shall be thirty two (32) hours, and the following Monday shall be scheduled and paid in the same manner as Sunday.</del></p>
<p>12</p>	<p>AGREE TO DEFER TO ECONOMICS</p>	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.4: OVERTIME PAY</b></p> <p><b>B. Holiday Work and Overtime:</b> All full-time employees will receive one and one-half (1-1/2) times their straight time rate of pay for hours worked <del>after 6:00 p.m. on New Year’s Eve, and hours worked</del> on New Year’s Day and Thanksgiving Day. Hours worked on an emergency basis while the store is closed on Easter and/or Christmas shall be paid for at one and one-half (1-1/2) times the employee’s straight time rate of pay.</p> <p><b>ARTICLE 5: HOLIDAYS</b>  <b>SECTION 5.1: HOLIDAYS DEFINED</b></p> <p>A. <u>Holidays:</u> The following days shall be recognized as holidays: New Year’s Day (<del>beginning at 6:00 p.m. on New Year’s Eve</del>), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (beginning at 4:00 p.m. on Christmas Eve). Work performed on holidays is outside the basic work week for all purposes including “Minimum Scheduled Hours” and “Temporary Full-Time.”</p> <p>C. <u>New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, &amp; Thanksgiving Day:</u></p> <p>1) <u>Full-Time:</u></p> <p>a) Work on <del>New Year’s Eve after 6:00 p.m.,</del> New Year’s Day, and Thanksgiving Day shall be strictly voluntary for all Senior Retail Specialists, Journeymen, and Wrappers. Work on Memorial Day, Independence Day, and Labor Day shall be voluntary for Senior Retail Specialists, Journeymen, and Wrappers, 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.</p> <p>b) Compensation for work on Memorial Day, Independence Day, and Labor Day 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 Memorial Day, Independence Day, and Labor Day shall be compensated <del>at one and one-half (1-1/2) times the straight time rate of pay in accordance with Section 2.4 Paragraph A.1.</del> All Full-Time employees shall be compensated at one and one-half (1-1/2) times the employee’s straight-time rate of pay for hours worked <del>after 6:00 p.m. on New Year’s Eve, and hours worked</del> on New Year’s Day and Thanksgiving Day.</p> <p>c) All full-time labor for the above holidays shall be scheduled first by volunteers. If there are not enough volunteers, the remaining Full-Time labor needed will be scheduled in</p>

order of reverse seniority. The Employer will post a volunteer sign-up sheet no less than thirty (30) days prior to the holiday. ~~Failure to do so will result in the holiday schedule being by volunteers only.~~

2) Part-Time and Utility:

- a) ~~Work on Memorial Day, Independence Day, Labor Day, Thanksgiving, and New Year's Day shall be voluntary for all regular Part-Time and Utility employees hired before May 15, 1983.~~ Employees ~~hired on or after May 15, 1983~~ may be scheduled to work on Memorial Day, Independence Day, Labor Day, New Year's Day, or Thanksgiving. Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers, part-time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers. The Employer will post a volunteer sign-up sheet no less than thirty (30) days prior to the holiday. ~~Failure to do so will result in the holiday schedule being by volunteers only.~~
- b) Compensation for work on ~~New Year's Eve after 6:00 p.m.,~~ New Year's Day, Memorial Day, Independence Day, and Labor Day 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 and in excess of eight (8) on all holidays shall be compensated ~~at one and one-half (1-1/2) times the employee's straight time rate of pay in accordance with Section 2.4 Paragraph A.1.~~

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AGREE  
 DEFER TO  
 ECONOMICS

**ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS**  
**SECTION 2.2: WORK WEEK / WORK DAY**

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

- 1. The basic work week will be Monday through Saturday. Time worked on Sunday and holidays shall be outside of the basic work week for:
  - a) All senior retail specialists and department heads hired or promoted from part-time before March 9, 2008.
  - b) All journeymen and wrappers, and other than journeymen ~~hired before April 6, 2026.~~

**SECTION 2.3: SUNDAY WORK**

**E. Rates of pay for Sunday work shall be as follows:**

Straight time rate of pay for:

- a) All senior retail specialists, department heads, and full-time maintenance employees hired or promoted from part-time after March 8, 2008
- b) Universal employees
- c) Prime-Time employees
- d) Part-Time employees
- e) Utility employees [only if Employer Proposal 5 is TA'd]
- f) Journeymen and wrappers hired or promoted after April 5, 2026

~~Straight time rate of pay plus fifty cents (\$.50) per hour premium for:~~

- a) ~~Utility employees. [only if Employer Proposal 5 is TA'd]~~

		<p>One and one-half (1-1/2) times the straight time rate of pay for:</p> <p>a) All senior retail specialists, department heads, and full-time maintenance employees hired or promoted from part-time before March 9, 2008.</p> <p>b) Journeymen, wrappers, and other than journeyman <b>hired or promoted before April 6, 2026.</b></p>
27	<p>AGREE TO DEFER TO ECONOMICS</p>	<p><b>ARTICLE 5: HOLIDAYS</b>  <b>SECTION 5.2: COMPUTATION OF HOLIDAY PAY</b></p> <p><b>C. Utility and Prime-Time:</b> <del>In the first year of employment and after ninety (90) days of service, utility/baggers/clean team and prime-time employees will receive holiday pay when the employee works the holiday.</del> Utility employees and prime-time employees who have 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 workdays.</p>
31	<p>AGREE TO DEFER TO ECONOMICS</p>	<p><b>ARTICLE 16: SHELF STOCKING</b></p> <p><b>B.</b> Participate in a “category” reset to stock products when products that they represent are included in the category; <del>the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re-tag the category.</del> After the first case, product in the designated category will be restocked by a Local 1189 member.</p>
32	<p>AGREE TO DEFER TO ECONOMICS</p>	<p><b>ARTICLE 2: WAGES, HOURS, AND WORKING CONDITIONS</b>  <b>SECTION 2.3: SUNDAY WORK</b></p> <p><b>B.</b> Work on Sundays may be required for all employees <del>when Sunday is a part of their work week, with the exception of employees hired on or before March 15, 1971. No employee may be required to work more than forty-six (46) Sundays in a calendar year.</del></p> <p><del>1. No less than one (1) Senior Retail Specialist employee shall be given the opportunity to work each Sunday the store is open for operation and they shall be guaranteed eight (8) hours of work or pay in lieu thereof. In the event Senior Retail Specialist employees do not wish to work, thereby leaving the Full-Time shifts unfilled, the Employer will not be obligated to fill the vacant shift with a Part-Time Employee.</del></p> <p><del>2. The Employer may not be required to guarantee eight (8) hours of work or pay in lieu thereof in a store where four (4) or less Senior Retail Specialist employees are employed in the grocery, produce, and frozen food department.</del></p> <p><del>C. No Journeyman, Wrapper, or Senior Retail Specialist hired prior to March 9, 2008 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 that employee’s historical Sunday schedule.</del></p> <p><del>D. After scheduling the guaranteed Sunday hours, all remaining Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally among volunteers. In the event there are not enough volunteers for Sunday work, the Employer has the right to schedule Sunday work to meet business needs, subject to any other provisions in this Agreement.</del></p> <p><b>C.</b> For employees for whom Sunday is outside the basic work week, Sunday work shall be voluntary and shall be scheduled by mutual agreement between the employee and the Employer.</p>

33	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS, AND WORKING CONDITIONS</b>  <b>SECTION 2.4: OVERTIME PAY</b></p> <p><b>A. Regular Week:</b></p> <p>1. <u>Five Eight-Hour-Day Work Weeks</u>: All work performed in excess of: a) forty (40) hours per week for full time employees; b) eight (8) hours per day or forty (40) hours per week for part-time employees, shall be paid for at one and one-half (1-1/2) the employee's straight time 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. Any hours worked beyond nine (9) hours in a day must be by mutual agreement. The employee may adjust schedules later in the work week to avoid weekly overtime. Such adjustments will be initiated by the Employer. The Employer will have the ability to send employees home if overtime is not authorized. After (9) hours, the ability to waive incidental overtime in exchange for time off becomes void <del>and overtime will be paid on all time worked after eight (8) hours.</del></p> <p><del>C. Work Between 12:00 a.m. - 5:00 a.m.: All work performed by Journeymen, Wrappers, and Other Than Journeymen after 12:00 a.m. or before 5:00 a.m. shall be paid for at one and one-half (1-1/2) times their straight time rate of pay.</del></p>
34	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 6: DEFINITIONS</b>  <b>SECTION 6.5: PRIME-TIME</b></p> <p><del>B. Notwithstanding the provisions of SECTION 2.1, the wage rates payable to Prime Time employees hired before the date of 5/13/13 shall be at the wage scale they are currently in and will progress from the applicable scale of wages appearing in Appendix A.</del> These employees shall not be eligible for any benefits (e.g., health and welfare benefits, participation in retirement plans, etc.) specified in the Agreement other than the rate of pay. Upon completion of the probationary period, these employees may make <del>pre-tax</del> contributions to the 401(k).</p> <p><del>C. The wage rates payable to Prime Time employees shall follow the applicable scale of wages for Part Time employees appearing in Appendix A. These employees will not be eligible for healthcare or retirement benefits. Upon completion of the probationary period, Prime Time employees may make pre-tax contributions to the 401(k).</del></p> <p><b>D.</b> For purposes of assessing the employer's compliance with Article 3 (ratio), Prime-time employees do not count as part of the Employer's ratio. However, Prime-Time employees may not exceed a maximum of <del>thirty-five (35)</del> <b>forty (40)</b> percent of the Employer's combined Part-time, Utility, and Prime-Time workforce, company-wide.</p> <p><b>E.</b> These employees will maintain their seniority date when moving from prime-time to part-time. <del>They will be credited their hours accordingly.</del></p>
39	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS, AND WORKING CONDITIONS</b>  <b>SECTION 2.2: WORK WEEK / WORK DAY</b></p> <p><b>A. <u>Basic Work Week</u>:</b> The basic work week shall be forty (40) hours worked over the course of five (5) days. Eight (8) hours shall constitute the basic workday. Daily hours shall be consecutive, subject to other provisions in this Agreement.</p> <p>1. The basic work week shall be Monday through Saturday. Time worked on Sunday and holidays shall be outside of the basic work week for:</p> <p>a) All Senior Retail Specialists and Department Heads hired or promoted from Part-</p>

		<p>Time before March 9, 2008.</p> <p>b) All Journeymen, Wrappers, and Other Than Journeymen <b>hired before April 6, 2026.</b></p> <p>2. Except as otherwise provided in this Agreement, the basic work week for all other employees shall be Monday through Sunday, excluding hours worked on holidays.</p> <p>3. No employee shall be required to work on the sixth (6th) day of the work week.</p> <p>C. <u>Scheduling Option</u>: All Journeymen and Wrappers whose basic work week is Monday through Saturday and who have Sunday hours guaranteed under <b>Section 2.3.C above</b> shall have the option of:</p> <ul style="list-style-type: none"> <li>• working five (5) days, including Sunday at <del>one and one-half (1-1/2) times</del> their straight time rate of pay, with two consecutive days off during the week, or</li> <li>• working six (6) days, <b>including Sunday at one and one-half (1-1/2) times their straight time rate of pay, with two consecutive days off during the week.</b></li> </ul> <p>The Employer will use its best efforts to schedule based on such employee elections and the Employer's ability to schedule employees as needed to ensure adequate staffing and coverage. Employees will make their scheduling elections <del>four (4) two times (2)</del> times each year, to be effective for <del>three (3) six (6)</del> month periods.</p>
40	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 2: WAGES, HOURS, AND WORKING CONDITIONS</b></p> <p><b>SECTION 2.6: WORK SCHEDULES</b></p> <p>C. <u>Part-Time Employees</u>:</p> <p><del>2. Regular Part Time employees will be permitted to notify the Employer of their preferred hours within their stated availability, and the Employer agrees to take such preferred hours, and seniority, into consideration in scheduling such regular Part Time employees. The Employer is not required to guarantee any particular preferred schedule of hours.</del></p>
44	AGREE TO DEFER TO ECONOMICS	<p><b>ARTICLE 21: PAID TIME OFF RELIEF AND SUMMER WAIVER PERIOD, EMERGENCY WAIVER</b></p> <p>A.</p> <p>1. <u>Part-Time to Full-Time Waivers</u>: Employees hired or scheduled for paid time off relief purposes and working thirty-two (32) hours or more per week from <del>May 1 through</del> January 1 – <b>December 31</b> shall not have payments made on their behalf as required for those employees averaging thirty-two (32) hours or more per week. Such relief employees are guaranteed a minimum of forty (40) hours of work per week for up to twelve (12) weeks during the <del>May 1—</del> January 1 – <b>December 31</b> period. Such employees will be paid the appropriate Full-Time <b>Universal</b> hourly wage rate, but there will be no full-time health and welfare or retirement contributions made on behalf of such employees. The Employer will give consideration to current qualified employees for opportunities during these periods. If such an employee is retained on such a schedule after that period of time, a contribution to the appropriate retirement fund will be made in January based on hours worked in December. Contributions to the Health and Welfare fund will start January 1.</p> <p>2. <u>Sixteen (16) Week Waiver</u>: The Employer may waiver any current Part-Time employee to Full-Time for up to sixteen (16) weeks per calendar year. The employee will be paid at the appropriate Full-Time <b>Universal</b> rate applicable to the classification utilized and will be scheduled for a minimum of forty (40) hours per week for each of the weeks the employee is on waivers. If such an employee is scheduled Full-Time in excess of the</p>

		<p>sixteen (16) weeks allowed under this provision, full-time contributions to the <del>employee's Health and Welfare and Pension funds</del> retirement account will begin on the <del>first of that same month</del> seventeenth (17<sup>th</sup>) week. The Employer will notify the Union when an employee initially signs the waiver. <del>The Employer will keep track of the weeks and classification(s) the employee worked as a waiver employee and submit them annually to the Union.</del> The sixteen (16) week waiver can be used for any 1–16 week period(s) throughout the calendar year and need not be used or scheduled consecutively. This waiver cannot be used in conjunction with any other waiver during the calendar year this waiver is in effect.</p> <p><b>B. <u>Injury/Unplanned Absence Waiver:</u></b> In the event that a full-time employee is absent or unavailable to work on an unplanned basis (e.g., as a result of injury, illness, surgery, FMLA leave, etc.) for a period of longer than one week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence. The replacement employee shall be paid at the applicable <b>Full-Time Universal</b> rate <del>for the classification utilized</del> and shall be scheduled for a minimum of forty (40) hours per week for the duration of the replacement period.</p> <p><b>D. <u>Determining Appropriate Pay:</u></b> Part-Time employees waived to Full-Time will be paid the starting Full-Time <b>Universal</b> rate or the nearest higher wage rate on the Full-Time <b>Universal</b> scale. <del>Utility employees waived to Part-Time will be paid at the next highest Part-Time rate.</del></p> <p><b>F. <u>Holiday Pay:</u></b> Current employees who are on Full-Time waivers and work the holiday will receive eight (8) hours of holiday pay at their waiver rate of pay. <del>Utility employees who are on Part-Time waivers and work the holiday will receive their holiday pay at their waiver rate of pay.</del></p>
45	AGREE TO DEFER TO ECONOMICS	<p><b>APPENDIX “C”: STORE CLOSING</b></p> <p>4) For all purposes of this APPENDIX, a full-time meat employee is any employee who averaged more than <del>twenty-four (24)</del> <b>thirty-two (32)</b> hours during that employee's basic work week for the fifty-two (52) week period immediately preceding termination of employment, and continuous full-time employment shall mean employment as a regular full-time employee.</p>

**APPENDIX E1: LUNDS & BYERLYS - WAGE PROPOSAL**

**Date Issued: 4/6/2026**

These proposals are offered in a good faith effort to reach negotiated agreements for our collective bargaining agreement with UFCW Local 1189. We reserve the right to add to, subtract from or modify the terms of our proposals throughout the course of negotiations. Any proposals that are withdrawn by Lund Food Holdings, Inc. during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any 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 Lund Food Holdings, Inc. and the Union concerning all matters related to these negotiations.

<b>Contract Term Wage Increases</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>Classification</b>	<b>Effective Monday After Ratification*</b>	<b>4/12/2027</b>	<b>4/10/2028</b>	<b>Total Wage Increase - Life of Contract</b>
<b>All FT Classifications - Wage Increases for All Employees</b>	\$0.50	\$0.50	\$0.50	<b>\$2.50</b>
<b>All PT Classifications - Wage Increases for All Employees</b>	\$0.30	\$0.30	\$0.30	<b>\$1.50</b>

<b>Full-Time</b>	<b>Minimum Rates</b>	
	<b>Current</b>	<b>Effective Monday After Ratification*</b>
<b>All Department Managers - includes Meat &amp; Grocery positions</b>	\$36.02	\$33.02
<b>Meat &amp; Seafood Journeyman</b>	\$34.35	\$34.35
<b>Meat Wrappers and Other Than Journeyman</b>	\$17.23	\$17.23
<b>Senior Retail Specialist</b>	\$32.83	\$32.83
<b>Universal</b>	\$18.50	\$18.50
<b>Maintenance</b>	\$14.25	\$14.25

<b>Part-Time</b>	<b>Minimum Rates</b>	
	<b>Current</b>	<b>Effective Monday After Ratification*</b>
<b>Regular Part-time and Prime-time</b>	\$14.00	\$14.00
<b>Utility</b>	\$12.00	\$12.00

(\* ) Subject to change based on the terms and conditions contained within the contract extension agreement executed on 4/18/2026

The Employer reserves the right to pay in excess of the contractual minimums based on individual experience and qualifications.

APPENDIX E2: HEALTH & WELFARE PROPOSAL

Replace Section 19.2 with the following:

**SECTION 19.2:**

Effective April 6, 2026					
Weekly Contribution	Employer	Employer %	Employee	Employee %	Total
<b>Full-time Contributions</b>					
Prior to 4/6/2026	\$243.20	92.4%	\$20.00	7.6%	\$263.20
Effective 4/6/2026	\$228.19	85%	\$40.27	15%	\$268.46
Effective 4/5/2027	\$232.76	85%	\$41.07	15%	\$273.83
Effective 4/3/2028	\$237.41	85%	\$41.90	15%	\$279.31
<b>Part-time Contributions</b>					
Prior to 4/6/2026	\$91.03	91.9%	\$8.00	8.1%	\$99.03
Effective 4/6/2026	\$85.86	85%	\$15.15	15%	\$101.01
Effective 4/5/2027	\$87.58	85%	\$15.45	15%	\$103.03
Effective 4/3/2028	\$89.33	85%	\$15.76	15%	\$105.09

**TENTATIVE AGREEMENTS REACHED**

#	Status	Proposed Change(s)												
20	TENTATIVE AGREEMENT 2/17	Eliminate all vestigial dates throughout.												
21	TENTATIVE AGREEMENT 2/17	Add Minnesota Rest and Meal Break MOU to the back of the CBA.												
36	TENTATIVE AGREEMENT 2/17	<p><b>ARTICLE 13: UNION-EMPLOYER COOPERATION</b>  <b>SECTION 13.8 BARGAINING COMMITTEE MEMBERS</b></p> <p>All hours served by an employee as a member of the Union negotiating committee will be considered as hours worked for benefit purposes including health insurance, retirement plans and paid time off benefit calculations. <b>It is agreed that the employer will pay the health insurance, pension/retirement, and PTO accruals and the Union will pay the wage and applicable taxes.</b></p>												
37	TENTATIVE AGREEMENT 2/17	<p><b>ARTICLE 20: RETIREMENT PLANS</b>  <b>SECTION 20.2: DEFINED CONTRIBUTION PLAN</b></p> <p>Adding language below replaced current language for Section 20.2 and eliminates LETTER OF AGREEMENT – DEFINED CONTRIBUTION PLAN</p> <p><b>A. Contributions:</b></p> <p>1. The Employer will make the following contributions to the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution 401(a) Plan (“401(a) Plan” or “401(a) Fund”) during the term of this Agreement for all bargaining unit employees (except Utility and Prime-Time employees) for all hours worked, together with hours of holiday and paid time off pay, up to forty (40) hours per week for up to fifty-two (52) weeks per year:</p> <table border="1"> <thead> <tr> <th>Classification</th> <th>4/11/2022</th> <th>4/10/2023</th> </tr> </thead> <tbody> <tr> <td>Full-Time Grocery Employees</td> <td>\$1.89</td> <td>\$1.93</td> </tr> <tr> <td>Regular Part-Time Employees</td> <td>\$1.39</td> <td>\$1.43</td> </tr> <tr> <td>Full-Time Meat Employees</td> <td>\$2.06</td> <td>\$2.10</td> </tr> </tbody> </table> <p>2. No contribution shall be due to such Fund for any regular Part-Time employee until the employee has been employed for fifty-two (52) full calendar weeks in a position for which a contribution to such Fund is required.</p> <p><b>B.</b> Effective February 28, 1999, upon commencement of employment all eligible bargaining unit employees will be allowed to make pre-tax elective deferral 401(k) contributions into the United Food and Commercial Workers Local Union 1189 and St. Paul Food Employers Defined Contribution 401(k) Plan (“401(k) Plan” or “401(k) Fund”). Effective July 1, 2025, these employees will also be allowed to make post-tax ROTH elective deferral contributions into the 401(k) Fund. Such elective deferral contributions shall be made in accordance with the Plan’s rules and regulations and subject to the limitations of Section 402(g)(1)(B) of the Internal Revenue Code. It is understood that the Employer shall have no obligation to make any contributions to the 401(k) Fund, to match any employee elective deferral contributions to the 401(k) Fund, or otherwise fund the 401(k) Fund.</p>	Classification	4/11/2022	4/10/2023	Full-Time Grocery Employees	\$1.89	\$1.93	Regular Part-Time Employees	\$1.39	\$1.43	Full-Time Meat Employees	\$2.06	\$2.10
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		<p>C. The 401(a) Plan and the 401(k) Plan are jointly administered by the Union and the Employers as provided for in the Trust Agreement which established the Plans. The Employer is bound by the Trust Agreement as it was developed by the parties and any amendments thereto.</p> <p>D. Notwithstanding the terms of this SECTION 20.2, the Employer's obligation to make contributions to any retirement plans or funds in effect at the time of ratification of this Agreement shall be contingent upon and subject to a determination that such contributions may be made by the Employer without violation of any laws or regulations applicable to it or of any trust agreements or participation agreements to which it is a party or by which it is otherwise bound.</p>
42	TENTATIVE AGREEMENT 2/17	<p><b>ARTICLE 6: DEFINITIONS</b>  <b>SECTION 6.1: FULL-TIME</b></p> <p>A. <u>Senior Retail Specialist</u>: An employee who normally works <del>thirty-two (32)</del> forty (40) hours or more per work week. For employees hired or promoted prior to March 9, 2008, these hours are and will remain exclusive of hours worked on Sundays or holidays (“full-time”). Employees promoted to or hired as senior retail specialists (including department heads and full-time maintenance who did not previously have Sunday outside of their work week) after March 9, 2008 will have Sundays included in their work week.</p>
47	TENTATIVE AGREEMENT 2/17	<p><b>ARTICLE 6: DEFINITIONS</b>  <b>SECTION 6.1: FULL-TIME</b></p> <p>B. <u>Universal Employee</u>: An employee with a basic work week of forty (40) hours to be worked in any five (5) days, <del>Sunday through Saturday</del> Monday through Sunday, inclusive of hours worked on Sundays but exclusive of hours worked on holidays. <del>Universal employees shall not be entitled to receive any premium pay for hours worked on Sundays.</del> These employees shall be scheduled to have two consecutive days off each week, except in those weeks affected by holidays. Universal employees may be scheduled and assigned on an interchangeable basis in grocery, delicatessen, bakery (where applicable), or the meat department (as outlined in Section 1.5.A).</p> <p>E. <u>Department Head</u>: Each Employer shall maintain a minimum of six Department Head positions inclusive of a <del>Head Meat Cutter</del> Meat &amp; Seafood Manager and <del>Assistant Store Manager</del> Center Store Manager in each of its stores. The Employer shall have the option to designate a total of up to eight Department Heads and/or Manager Trainee positions in each store.</p> <p>Full-time employees’ job duties shall include all work in all departments of the store including all production work commencing with the initial reduction of primal, sub-primal, and/or supplemental cuts of all fresh or frozen meat department products including fish (whether by use of saw, grinder, cuber, tenderizer, slicer, knife, or other tools of the trade) through and including the boning and leaning out of these products to reduce to retail cuts. The Employer will first utilize all Journeymen to perform the above described production work in the meat department.</p>
48	TENTATIVE AGREEMENT 2/17	<p><b>ARTICLE 8: LEAVE OF ABSENCE</b>  <b>SECTION 8.6: FEDERAL FAMILY AND MEDICAL LEAVE ACT</b></p> <p>Employees shall not be required to use their paid time off or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.</p>

<p>17</p>	<p>TENTATIVE AGREEMENT 3/5</p>	<p><b>ARTICLE 15: GRIEVANCE AND ARBITRATION</b></p> <p><u>Section 15.1: Grievance:</u> 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:</p> <ul style="list-style-type: none"><li>A. 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.</li><li>B. 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 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. 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.</li><li>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.</li><li>D. 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.</li><li>E. 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 the Step 2 grievance meeting.</li><li>F. <u>Double Damages:</u> 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.</li></ul> <p><u>Section 15.2: Mediation:</u> Any grievance that cannot be resolved under the provisions of Section 15.1 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.</p> <p><u>Section 15.3: Arbitration:</u></p> <ul style="list-style-type: none"><li>A. If a grievance is not resolved by the provisions of Sections 15.1 and 15.2, the matter may be referred to Arbitration as outlined in 15.1(E).</li><li>B. 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 from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.</li></ul> <p><u>Section 15.4: Authority of the Arbitrator:</u> 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 arbitrator shall render a decision within sixty (60) calendar days after</p>
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		<p>the arbitration hearing, or within sixty (60) calendar days after the arbitrator’s receipt of any post-hearing briefs, whichever is later.</p> <p>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.</p> <p><u>Section 15.5: Arbitration Expense:</u> The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.</p> <p><u>Section 15.6: Time Limits:</u> 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.</p> <p><u>Section 15.7 Final Authority:</u> 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.</p>
18	TENTATIVE AGREEMENT 3/5	<p><b>ARTICLE 22: MANAGEMENT RIGHTS</b></p> <p><del>The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement.</del></p> <p>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.</p>
46	TENTATIVE AGREEMENT 3/5	<p><b>ARTICLE 2: WAGES, HOURS, AND WORKING CONDITIONS</b></p> <p><b>SECTION 2.7: MINIMUM SCHEDULED HOURS</b></p> <p><del>B. No employee shall be scheduled for less than fifteen (15) hours per work week [twelve (12) hours for a Prime Time employee] unless they have requested fewer hours in writing and during periods of temporary hours reductions, where the Employer may schedule the least senior employees no less than six (6) hours on Saturdays. Weekly minimum hours by part-time classification shall be:</del></p> <ul style="list-style-type: none"> <li><del>• Top twenty-four percent (24%) of part-time employees in each store, in order of part-time seniority, will be provided an opportunity to work schedules of at least thirty-five (35) hours or more per week.</del></li> <li><del>• All other regular part-time employees will be provided an opportunity to work schedules of at least eighteen (18) hours per work week.</del></li> <li><del>• Utility and prime-time employees will be provided an opportunity to work schedules of at least twelve (12) hours per week.</del></li> <li><del>• All part-time employees have the option to request to be scheduled less than the minimum hours stated above in writing and during periods of temporary hours reductions.</del></li> </ul>

		<p><del>Effective April 5, 2021, no Regular Part Time employee shall be scheduled for less than eighteen (18) hours per work week.</del></p> <p><del>C. Effective after the 2022 ratification, at least Top twenty-four percent (24%) of Part Time employees in each store, in order of Part Time seniority, will be provided an opportunity to work schedules of at least thirty-five (35) hours or more per week. A senior regular part time employee may choose to be scheduled for less than thirty-five (35) hours by written request to the General Manager.</del></p>
15	TENTATIVE AGREEMENT 3/10	<p><b>ARTICLE 10: DISCHARGE</b></p> <p>A. Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, <del>whenever practical.</del></p> <p>B. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.</p> <p><del>Disciplines shall not be used for progressive discipline purposes after approximately twelve (12) months following the date of the infraction that was the subject of the discipline. However, all disciplines will remain in an employee's file even if no longer in effect.</del></p> <p>C. The normal progression shall be as follows with a corresponding document, <del>except in cases of discharge,</del> in the employee's personnel file:</p> <ol style="list-style-type: none"> <li>1. Verbal Warning <del>—Shall be documented by date in the employee's personnel file with a notice sent to the Employee and the Union.</del></li> <li>2. Written Warning <del>—Shall be documented by date in the employee's personnel file with a notice sent</del> written copy given to the Employee <del>and the Union.</del></li> <li>3. Final Written Warning <del>—Shall be documented by date in the employee's personnel file with a notice sent</del> written copy given to the Employee <del>and the Union.</del></li> <li>4. Discharge <del>—Shall be documented by date in the employee's personnel file with a notice sent to the Employee and the Union.</del></li> </ol> <p><del>The Employer will provide a copy of the above-mentioned documents to the Union upon request.</del></p> <p>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."</p>
16	TENTATIVE AGREEMENT 3/10	<p><b>ARTICLE 13: UNION – EMPLOYER COOPERATION</b>  <b>SECTION 13.2: STORE VISITATION</b></p> <p>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. <del>Upon arrival, the Union Representative shall make their presence known to</del></p>

		<p>the Store Manager, Manager on Duty (MOD), or the Service Counter (should a service counter exist).</p>
<p>30</p>	<p>TENTATIVE AGREEMENT 3/10</p>	<p><b>ARTICLE 8: LEAVE OF ABSENCE</b>  <b>SECTION 8.9: MINNESOTA PAID FAMILY LEAVE</b>                  New CBA section that eliminates Minnesota Paid Family Leave Letter of Agreement</p> <p>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 the PFML premium is zero point eighty-eight percent (0.88%) of each employee’s eligible 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 forty-four percent (0.44%) will be paid by employee (the Employer will withhold this amount from the employee’s paycheck); and (2) zero point forty-four percent (0.44%) will be paid by the Employer.</p> <p>Paid time off (PTO) or other paid time off benefits provided for in this Agreement may be taken as “supplemental benefits” for those who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided under Minnesota Statute Chapter 268B, plus the “supplemental benefits” paid to the employee by the Employer, shall not exceed 100% of the regular wage of the employee. Employees may not be required to exhaust accumulated PTO or other forms of paid time off benefits before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use PTO or other forms of paid time off or disability insurance payments in lieu of family medical leave program benefits under Chapter 268B, provided the employee is eligible.</p> <p>Eligible employees may take at least 480 hours of intermittent leave in a year under Minnesota Statute Chapter 268B; however, any leave needed beyond the 480 hours’ time must be taken as continuous leave.</p> <p>PFML will run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA) and the Minnesota Pregnancy and Parenting Leave law, if the employee and the purpose of leave qualifies under each respective law. PFML will also run concurrently with leave taken under any disability plan or an employer-provided leave benefit.</p> <p>The Employer retains the right to implement a private plan substitution should state legislation and commissioner approval be granted. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit, provided it receives commissioner approval. The Employer further reserves the right to discontinue this benefit in the event that the applicable state legislation is repealed, but the Employer agrees that it will bargain regarding effects of that decision, if the Union requests.</p>
<p>35</p>	<p>TENTATIVE AGREEMENT 3/10</p>	<p><b>ARTICLE 4: SENIORITY</b>  <b>SECTION 4.2: APPLICATION OF SENIORITY</b></p> <p><b>E. Job Posting:</b> The Employer will post all full-time openings for bargaining unit positions, and (except for the Full-time Universal classification) will promote from within the bargaining unit employees with six (6) months or more seniority. Employees will be allowed to apply and be</p>

		<p>considered for all openings if they have the ability and availability to perform the duties required by the position for which they are applying. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If the Employer determines that two (2) or more candidates for a particular position are equally qualified, it will select the most senior candidate.</p> <p><del>Effective with the 2019 ratification,</del> The Employer may promote or hire into the Universal Full-Time positions at the Employer’s discretion without regard to seniority and will consider current employees first. Notwithstanding the provisions of this section, promotions and hiring into the Department Head classification will be within the discretion of the Employer.</p> <p>Utility employees who notify the Employer in writing of their desire for part-time positions will be given the opportunity to fill part-time openings. <del>The Employer will offer meat promotions to qualified meat employees before non-meat employees are considered for such promotion.</del></p> <p>The Employer will send to the Union, <del>on a monthly basis upon the Union’s request,</del> a listing of all UFCW 1189 Full-Time postings that were filled, the name of the person awarded the position, and whether the job recipient was an internal or external candidate.</p> <p><b>F. Prime-Time to Part-Time:</b> Prime-time employees will be considered to fill vacancies in part-time positions. Employees shall have the option of notifying the Employer and the Union in writing of their desire to secure a part-time position. An employee who so notifies the Employer and the Union will be given the opportunity to fill part-time openings, by seniority and if qualified, within the particular store. <del>In the event a Prime Time employee hired before the ratification date of this Agreement is selected to fill a Part Time vacancy, the employee will receive credit for total hours worked.</del></p>
14	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 8: LEAVES OF ABSENCE</b>  <b>SECTION 8.7: S.P.U.R. (SPECIAL PROJECT UNION REPRESENTATIVE)</b></p> <p>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. <b>The Employer may deny the granting of any portion of a 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.</b> The Union will provide a thirty (30) day notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in health or retirement 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.</p>
22	TENTATIVE AGREEMENT 3/12	<p><b>Eliminate Appendix B: Addendum regarding clerks/head cashier designation.</b></p> <p><b>Add language to appropriate section in the body of the CBA that calls for a Produce Manager and Assistant Center Store Manager (Dairy / Frozen Food).</b></p>
3	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.1: WAGE RATES</b>          Add, and renumber paragraphs.</p> <p><b>B C. Past Experience:</b></p> <ol style="list-style-type: none"> <li>1. An employee shall receive full credit for past experience provided that employee returns to work for the same company and into the same classification <del>provided the break in service does not exceed two (2) years. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.</del></li> </ol>

		<p>2. When an employee <del>returns to work for the same company with greater than a two-year break in service,</del> is hired from a different Employer, or is being promoted from part-time to full-time, that employee shall be allowed to negotiate with the Company to determine what past experience, if any, will be credited for wage purposes. <del>Where a rate is established that is higher than the starting rate, after the employee works 2,080 hours, the employee will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.</del></p> <p>3. A part-time employee who is promoted from a position where the part-time wage is higher than the entry level wage rate for the new position or classification will be paid the nearest higher wage rate. <del>and will receive credit for the minimum number of hours corresponding to that wage rate and will progress from there.</del></p>
7	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS</b>  <b>SECTION 2.6: WORK SCHEDULES</b></p> <p><del>D. <u>Evening Work</u>: An evening shift shall be defined as any shift with an end time after 7:00pm. No full-time or regular part-time employee, except employees on the overnight stock crew, shall be scheduled for more than three (3) evening shifts per week.</del></p>
9	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 4: SENIORITY</b>  <b>SECTION 4.2: APPLICATION OF SENIORITY</b></p> <p><b>A. <u>Probationary Period</u>:</b></p> <p>1. All newly hired employees will be on probation for <del>thirty (30) calendar days</del> thirty (30) shifts and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.</p> <p><del>2. No ability to extend probationary period – strike this paragraph</del></p> <p><del>4. Employees promoted from utility to prime-time or regular part-time will have thirty (30) shifts probation period to demonstrate the ability to perform basic job functions. Employees who fail to perform basic job functions or an employee who chooses will return to their previous position and previous rate of pay without loss of seniority.</del></p>
19	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 24: DRUG AND ALCOHOL TESTING</b> – Replace existing language in paragraph D with the below:</p> <p><del>D. To support employment reinstatement, the Employer agrees to offer the employee who has tested positive a mutually agreeable substance abuse program. The employee must enroll in a mutually agreed program within one hundred twenty (120) calendar days of it being offered. The Employer agrees to keep the employee in their current job while the employee attends the program should employment continuity be recommended by the program professional. Employment is contingent upon continued attendance and completion of the program.</del></p>
24	TENTATIVE AGREEMENT 3/12	<p><b><u>SECTION 1.1 RECOGNITION:</u></b></p> <p>A. The Union is recognized as the exclusive bargaining representative of the unit consisting of Full-Time and Part-Time employees in the grocery and produce departments, and <del>Head Meat Cutters Meat and Seafood Manager, Journeyman Meat Cutters, Journeyman Counter Salesmen, Apprentices,</del> Wrappers, and Other Than Journeyman Employees, 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. <del>In stores with more than one hundred (100) UFCW Local 1189 bargaining unit employees,</del> The Employer will be allowed to have up to three (3) employees per store who are supervisory in nature and outside the bargaining unit, including Store Managers, who may perform all bargaining unit work, including the cutting of meat. <del>In stores with less than one hundred UFCW Local 1189 bargaining unit</del></p>

		<p><del>employees, the Employer will be allowed to have up to two (2) employees per store who are supervisory in nature and outside the bargaining unit, including Store Managers, who may perform all bargaining unit work, including the cutting of meat.</del> <u>The Employer will be allowed to have up to an additional (2) employees per store from Wines &amp; Spirits and FoodE Expert to do bargaining unit work that falls within their expertise.</u></p>
28	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 5: HOLIDAYS</b>  <b>SECTION 5.1: HOLIDAYS DEFINED</b></p> <p><b>D. Personal Holidays:</b></p> <p>3. Personal Holidays are scheduled by mutual agreement, <del>unless the employee exceeds their carryover limit. The carryover limit is two times (2x) an employee’s annual grant. For those that have personal holiday banks in excess of two times (2x) their annual grant, the Employer shall be able to schedule employees off (if needed) to ensure no loss of benefits. The Employer will use its best efforts to allow employees to take their holidays during their anniversary years, except in situations where the application of this section would have an effect on the Employer’s ability to meet business needs.</del></p> <p>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 <del>other floating personal</del> holidays.</p>
29	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 6: DEFINITIONS</b>  <b>SECTION 6.5: PRIME-TIME</b></p> <p>A. A Prime-Time employee shall be an employee who may work no more than twenty-eight (28) hours per week and a minimum of twelve (12) hours per week (unless mutually agreed upon) and three (3) hours per shift. <del>They are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.</del></p>
38	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 1: UNION SECURITY</b>  <b>SECTION 1.5: JURISDICTION</b></p> <p>A. <del>Any Senior Retail Specialist, Universal Employee, Journeymen, Wrapper, and Other Than Journeymen</del> All employees covered by this agreement may work in any department on an interchangeable basis. However, when meat must be cut, the Journeyman Meat Cutters who are scheduled will cut the meat. Any meat department hours beyond the scheduled available Journeyman hours may be filled by other <b>full-time</b> employees who have completed the Employer’s training certification program. All existing Wrappers will be required to complete the Employer’s training certification program and will be given preference for the meat department hours beyond the scheduled available Journeyman hours. <del>Journeyman will be permitted to work in any department in the store.</del></p> <p><del>B. Part time and prime time employees may work in the meat department including waiting on the trade and filling all cases; however, they may not work in the processing areas of the meat department except for cleaning.</del></p>
43	TENTATIVE AGREEMENT 3/12	<p><b>ARTICLE 7: PAID TIME OFF</b>  <b>SECTION 7.2: COMPUTATION OF PAID TIME OFF PAY</b></p> <p><b>B. Part-time:</b></p> <p>1. <u>Regular Part-Time</u>: PTO for these employees will be computed based on the PTO chart in Section 7.1.B on all hours worked up to forty (40) hours per week.</p>

		<p>2. <u>Utility</u>: PTO for these employees will be computed based on the PTO chart in Section 7.1.<del>DC</del> on all hours worked up to forty (40) hours per week.</p> <p>3. <u>Prime-Time Part-Time</u>: Prime-Time part-time employees are eligible for PTO and it will be computed based on the PTO chart in Section 7.1.C.</p> <p><del>C. Prime Time Part Time: Prime Time part time employees are eligible for PTO and it will be computed based on the PTO chart in Section 7.1.C.</del></p> <p><b>SECTION 7.5: PTO PAY</b></p> <p>All employees shall receive their PTO pay in accordance with the Employer’s regular payroll schedule.</p> <p><b>SECTION 7.7: PTO USAGE DURING PANDEMIC LANGUAGE</b></p> <p>When a pandemic has been declared and an employee is required to quarantine, should some or all of the time be unpaid, the Employer agrees to make Employer health care contributions to cover said quarantine and the Employer’s responsibility with respect to these payments shall not exceed a total of two (2) weeks per calendar year. It is understood that an employee must use their accrued PTO, if available, to reach the minimum threshold of hours, or get as close as possible to the minimum threshold if PTO is insufficient to reaching the threshold, in order for the Employer to make an Employer health care contribution. The minimum threshold shall be defined as thirty-two (32) hours for full-time employees and thirty (30) hours for part-time employees. The Employee will be responsible for paying their employee health care contribution to cover their quarantine from future earnings after they have returned to work.</p> <p><b>SECTION 7.8: EARNED SICK AND SAFE TIME (ESST)</b></p> <p>Employees may use earned PTO for ESST purposes. The amount of PTO an employee may use per year for ESST purposes shall be capped in accordance with either the St. Paul ESST ordinance (Ord. 16-29, § 1, 9-7-16) and/or Minnesota Statutes § 181.9447, as applicable to each specific store. If both the St. Paul ordinance and Minnesota law apply to a particular store, the Employer will administer ESST by applying the provisions most favorable to the employee. <del>Also, in accordance with ESST, employees with less than one (1) year of service will begin accruing PTO immediately but will not have any PTO granted for use until after completing ninety (90) days of service, and</del> Employees who end employment with less than one (1) year of service will not have any unused PTO paid out.</p> <p>Employees using PTO for a purpose protected by the Minnesota Earned Sick and Safe Time (“ESST”) law may do so as follows:</p> <ol style="list-style-type: none"> <li>1. with notice of up to seven days in advance when the need to use the leave is foreseeable or as soon as practicable if the need is unforeseeable;</li> <li>2. in increments no smaller than 15 minutes; and</li> <li>3. if using more than three consecutive scheduled workdays, only if the employee provides reasonable documentation.</li> </ol> <p>The Employer, at its discretion, may set policies for administration of PTO to comply with applicable federal and state laws and local ordinances.</p>
49	TENTATIVE AGREEMENT 3/12	<b>Eliminate all language pertaining to 4x10 schedules throughout the entire CBA.</b>