

UNFI Cub Contract Ratification Information

Voting will be held in each store breakroom or at UFCW 1189 (266 Hardman Ave N, South St. Paul, MN) during the hours below. Members may vote once at any location.

Wednesday, June 10, 2026

Location	Time
Arden Hills	9:30 – 11:00 a.m. 12:00 – 1:30 p.m.
Blaine East	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Cottage Grove	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Forest Lake	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
Hastings	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
Inver Grove Heights	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Maplewood East	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Maplewood West	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
Oakdale	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
Phalen	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Roseville West	7:00 – 8:30 a.m. 12:00 – 1:30 p.m.
Stillwater	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
White Bear Lake South	9:30 – 11:00 a.m. 2:30 – 4:00 p.m.
UFCW 1189	9:00 a.m. – 4:30 p.m.

Attached are the tentative agreements reached. When reading, if the font is black it is current contract language, if it is struck out (~~example~~) it is current contract language that is to be removed, if the font is in color, highlighted or underlined it is new language that is to be added. The tentative agreements you are reviewing are the only proposed changes to the contract, everything not addressed will remain as is.



TENTATIVE AGREEMENT
Between
Cub Foods Metro
And
UFCW LOCAL 1189

Article 1: Union Security

Section 1.1: Recognition

A. The Union is recognized as the exclusive bargaining representative of the unit consisting of all full-time and part-time employees employed in all present and future stores of the Employer in the St. Paul metropolitan area and vicinity, excluding supervisory employees as defined in SECTION 2(11) of the Labor Management Relations Act of 1947 as amended. The Employer will be allowed to have up to ~~three (3)~~ **four (4)** employees per store, including Store Managers, outside the bargaining unit who may perform all bargaining unit work, including the cutting of meat.

ARTICLE 2: WAGES, HOURS AND WORKING CONDITIONS

Section 2.1: Wage Rates:

B. Past Experience:

1) An employee shall receive full credit for past experience provided they return to work for the same company and into the same classification **with no more than a three two-year break in service**. The employee will receive credit for all past hours and will be placed at the appropriate corresponding wage rate and will progress from there.

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

C. City, State, or Federal Minimum Wage and Other Wage Increases: Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression may be credited against the scheduled wage progression increase. If an employee has received more than the scheduled progression in unscheduled wage rate adjustments during the prior twelve (12) months, it shall be at the Employer's discretion whether that employee will receive the scheduled wage progression. In the event the minimum wage is increased, the

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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, 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.

Section 2.2: Sunday Work(which 2.2 is correct?)

E. Rates of pay shall be as follows:

1) Straight time pay for:

- a. All Senior Retail Specialists (including department heads) and Full-time Maintenance employees hired or promoted from part-time after March 8, 2008.
- b. Universal employees, Regular Part-time and Prime-time.
- c. ~~Courtesy Clerks~~ **Clean Team.**

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

- ~~a. All Clean Team employees:~~

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

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

In exchange for removing the Sunday premium pay for Clean Team, the Employer will increase all Clean Team employees actively employed on April 5, 2026 by \$0.10 per hour (incremental to the Employer's wage proposal for Utility wage progressions) to be paid on all hours worked/paid. This incremental base wage increase as a replacement for the Sunday premium makes this a net neutral expense for the Employer on all current employees.

Section 2.2: Sunday Work

E. Rates of pay shall be as follows:

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1) Straight time pay for:

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

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

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

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

a. All Clean Team Employees.

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

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

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

Section 2.3: Basic Work Week/Workday

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

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

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

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

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

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

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

SECTION 2.6: WORK SCHEDULES

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

SECTION 2.11: OTHER WORKING CONDITIONS:

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

B. Uniforms and Equipment: No employee covered by this Agreement shall be required to pay for linen or dry cleaning, nor shall they be asked to furnish tools of the trade. In the event the Employer furnishes to the employees wash-and-wear uniforms and the employees accept same, the employees shall launder the uniforms. If a specific uniform or insignia is required by the Employer, that uniform will be provided by the Employer except for white shirts. The Employer shall provide one (1) appropriately-sized uniform to new employees upon hire, and a second appropriately-sized uniform to new employees within their first three (3) shifts of work. Employer will replace uniforms when they require replacement due to ordinary wear and tear, all at the Employer's cost. If the Employer is unable to provide an appropriately-sized replacement uniform within ten (10) days, the employee may be granted permission to temporarily wear a plain ~~grey~~ **red** or black collared shirt with an Employer-provided button until the replacement shirt arrives.

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

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Article 3: Full-Time/Part-Time Ratios

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

Prime-time employees may not exceed a maximum of ~~thirty (30)~~ **thirty-five (35)** percent of the Employer's combined Part-time, Clean Team and Prime-time work force, companywide.

ARTICLE 4: SENIORITY

Section 4.1: Definition of Seniority:

...

3. Seniority will be applied on the basis of the following classifications:
 1. Full-time employees
Includes: Department heads, Senior Retail Specialists, Universal, Full-time Maintenance, Journeymen, and Wrappers.
 2. Part-time employees
Includes: Regular Part-time and Other-than-Journeymen.
 3. Clean Team employees
Employees formerly classified as bagger/carryout/part-time maintenance.
 4. Prime-time employees
 5. Certified Pharmacy Technicians
 6. Non-Certified Pharmacy Technicians
3. Prime-time and part-time employees will have separate seniority (among themselves within the classification), but will maintain their seniority date (Prime-time or Part-time) when moving between Prime-time or Part-time classifications.
4. The employee's seniority date and classification will be posted in the appropriate location.
- ~~5. Employees will retain their seniority and all rights and benefits based on their seniority including super-seniority for department heads, when transferring between stores covered by the Cub Gold CBA and those covered by the Main Cub CBA.~~

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Section 4.2: Application of Seniority:

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

...

5. **Certified Pharmacy Technician:** ~~For purposes of layoff and recall, the Employer has a right to maintain its Nationally Certified Pharmacy Technicians (NOPT) without regard to their original part-time or full-time seniority date. In the event of a reduction of force in the Employer's Certified Pharmacy Technicians, the least senior, based on their NOPT date of hire or promotion as a NOPT will be the first laid off from the pharmacy. The NOPT~~ If the Certified Pharmacy Technician who is laid off from the pharmacy transferred directly from one of the other classifications listed in 4.1(C) above, ~~will be scheduled in other areas of the store and~~ they will maintain their original seniority date in the appropriate that classification and may be scheduled in other areas of the store.

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

ARTICLE 4 - SENIORITY

Section 4.2: Application Of Seniority:

~~3. Layoff and Recall: Lay-off will be by reverse seniority in each classification. The last laid-off will be the first recalled:~~

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

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Section 4.2: Application of Seniority

A. Probationary Period:

1. All newly hired employees will be on probation for ~~thirty (30) calendar days~~ **thirty (30) shifts** and will thereafter attain seniority with the Employer, with seniority reverting back to the date of hire.

~~2. Prior to the end of the thirty (30) day probationary period, the Employer may request in writing an additional thirty (30) day probationary period in the case of an employee found questionable by management. If the Union approves, an additional thirty (30) day shift probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert back to their original date of employment.~~

Section 4.4 TERMINATION OF SENIORITY:

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

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

Section 5.1: Holidays Defined:

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

- 1. Full-time: Work on New Year's Eve after 6:00 p.m., New Year's Day, Thanksgiving Day, shall be strictly voluntary for all full-time employees. Work on the "summer holidays shall be voluntary for full-time employees with the exception of full-time Meat employees hired after May 2, 1983 who may be required to work. All holiday work shall be rotated among the volunteers. **The Employer will post a volunteer sign-up sheet on an annual basis or at least thirty (30) days prior to the affected schedule being posted.**

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

2. **Part-time, Clean Team and Prime time:** Work on the summer holidays, Thanksgiving and New Year's shall be voluntary for all regular Part-time and Clean Team employees hired before May 15, 1983. Employees hired on or after May 15, 1983, may be scheduled to work on the "summer holidays," New Year's or Thanksgiving. Work on New Year's Day and Thanksgiving Day will be staffed with volunteers first. If there are insufficient volunteers part-time, clean team and prime time employees will be scheduled by reverse seniority. The Employer may schedule the required number of employees by reverse order of store seniority by classification. In the event more employees volunteer than are needed to staff the store, the work will be assigned on a store seniority basis among the volunteers. **The Employer will post a volunteer sign-up sheet on an annual basis or at least thirty (30) days prior to the affected schedule being posted.**

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

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

D. Personal Holidays:

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

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

3) Personal Holidays are scheduled by mutual agreement.

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

5) The Employer may limit future carryover of Personal Holiday time to two times (2x) their annual accrual. For those that have Personal Holiday banks in excess of two times (2x) their annual accrual, the Employer may offer the option through the term of the agreement for the employees to take excess Personal Holiday time. The Employer will schedule employees off (if needed) to ensure no loss of benefits.

SECTION 5.2: COMPUTATION OF HOLIDAY PAY:

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

ARTICLE 6: DEFINITIONS

Section 6.4: Prime-Time

A prime-time employee is an employee whose work is restricted to specific days and limited hours each week. A Prime time employee may work no more than twenty eight (28) hours per week with a minimum of twelve (12) hours per week and a minimum of three (3) hours

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per shift. ~~These prime-time employees are prohibited from working Tuesdays except for Thanksgiving and Christmas weeks.~~ Employees may be scheduled fewer than twelve (12) hours by mutual agreement. Prime time part-time employees may be scheduled and assigned on an interchangeable basis between all departments (excluding meat department restrictions). Primetime employees are not eligible for health and welfare or retirement benefits except that they may make pre-tax contributions to the 401K plan (20.3.D).

SECTION 6.6: NIGHT STOCKING CREW:

Employees may be assigned to a night stocking crew. Full Time employees shall be assigned such schedules first with volunteers by classification, then mandated in reverse seniority order by classification. For the purposes of this provision, Senior Retail Specialists and Universals shall be a single classification. No Meat employee may be assigned to the night stocking crew except by mutual agreement; in the case of such an agreement, the overnight premium (2.4.C) for meat employees will no longer apply

Section 6.10: Pharmacy Technicians

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

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

Each district shall have up to five (5) job postings for “District Pharmacy Technicians” who shall receive training and be available to support multiple stores within an assigned group of stores. These District Pharmacy Technicians shall have an assigned base store, but shall be scheduled to work at other stores within the group to assist with onboarding of new

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technicians and to address staffing shortages, vacations, sick call-outs and other scheduling needs. Schedules for District Pharmacy Technicians shall be posted two (2) weeks in advance, but shall remain subject to changes to the schedule and/or location. District Pharmacy Technicians will only be scheduled at one location in any given day, unless mutually agreed upon. District Pharmacy Technicians will not have their schedule shift times/hours changed and/or adjusted during the two week posted scheduling period, unless mutually agreed upon. District Pharmacy Technicians shall receive an additional premium of \$0.75 per hour, which may be stacked with the certified premium.

ARTICLE 7: VACATIONS

Section 7.1: Vacation Allowance

F. The Employer may limit an employee's carryover of vacation to two times (2x) their annual accrual. The Employer may limit future carryover of vacation to two times (2x) their annual accrual. For those that have vacation banks in excess of two times (2x) their annual accrual, the Employer may offer the option through the term of the agreement for the employees to take excess vacation. The Employer will schedule employees off (if needed) to ensure no loss of benefits.

Article 8: Leave of Absence

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

B. Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of ~~three (3)~~ **one (1) additional years**. The employee must be able to pass a physical examination upon return to work, if requested.

Section 8.8: S.P.U.R. (Special Project Union Representative):

The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. *The Employer may deny the granting of any portion of a S.P.U.R leave that would occur during July, November, or December. No more than two (2) S.P.U.R. leaves shall be granted per store at any given time.* The Union will provide a two week minimum notice to the Employer. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer

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would provide this leave without loss of seniority; however, a Department Head may not return to a Department Head position.

ARTICLE 10 – DISCIPLINE & DISCHARGE:

~~A. No employee shall be discharged except for just cause.~~ Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private whenever practicable.

~~B. The properly accredited officers or representatives of the Union and the Employer are authorized to settle any dispute arising out of a discharge. Grievances under Section 15.1 regarding discharge without just cause must be filed in writing with the Employer within fifteen (15) calendar days after the effective date of termination of the employee's employment. Failure to comply with this time requirement will result in the grievance being waived and not submitted to mediation or arbitration under Article 15.~~ It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

~~C. Warning Notices and Discharge.~~ In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Employer will give the employee at least one (1) warning notice in writing, with a copy to the Union. The normal progression shall be as follows. The employer will provide copies of discipline upon the Union's written request.

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

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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."

ARTICLE 13: UNION – EMPLOYER COOPERATION

Section 13.2: Store Visitation:

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

SECTION 13.4: FURNISH HELP:

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

SECTION 13.5: UNION MEMBERSHIP AND EMPLOYERS:

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

ARTICLE 15 - GRIEVANCE AND ARBITRATION

Section 15.1 Grievance:

A. A grievance is any difference or dispute that arises over the interpretation of, application or compliance with the terms and provisions of this Agreement. There shall be an earnest effort on the part of the parties to settle promptly through the following steps:

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

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

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representative of the Employer and a representative of the Union shall, within seven (7) calendar days, **schedule a meeting** to attempt to reach a settlement of the controversy, dispute or disagreement. **The Employer shall respond to the grievance, in writing within ten (10) calendar days of such meeting.** If the Employer fails to respond within ten (10) calendar days it serves as an automatic denial of the grievance on the day the response was due, and the Employer shall lose its right to give a detailed denial at this step.

C. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

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

~~E. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of A, B, C, and D above.~~ If the grievance is not resolved in Step 2, the Union may refer the matter to Arbitration. A demand for mediation or Arbitration shall be in writing and must be received by the Employer within fifteen (15) calendar days of receipt of the Employer's response to the Step 2 grievance or failure of the Employer to respond within the time limits after the Step 2 grievance meeting.

~~F. 1) Employer Violations: Any Employer who intentionally violates any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours of employment, etc. If such violations are proven, the Employer shall~~ Double Damages: If an arbitrator awards damages that total less than \$1,000 and finds that the Employer's violations were willful, the arbitrator may require the Employer to pay double (2) times the amount involved.

~~2) No such case shall be recognized after sixty (60) calendar days of said violation. However, in case of a dispute, such dispute shall be decided in accordance with the regular arbitration provisions contained in SECTION 15.2 and 15.3.~~

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Section 15.2: Mediation:

Any ~~dispute or discharge~~ grievance that cannot be resolved under the provisions of SECTION 15.1 may be referred by mutual agreement to ~~the Bureau of Mediation Services of Minnesota, or by mutual agreement to Federal Mediation and Conciliation Service (FMCS);~~ mediation the Bureau of Mediation Services of Minnesota, or by mutual agreement to Federal Mediation and Conciliation Service (FMCS); in an attempt to reach an agreement on a resolution. ~~The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in SECTION 15.1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.~~ This may be requested at any time after the Step 2 meeting up until the day of arbitration. The fees and expenses of the neutral shall be divided equally between the Employer and the Union.

Section 15.3: Arbitration:

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

B. ~~A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If w~~Within seven (7) calendar days of notification, the ~~Union must~~ parties cannot agree on a neutral party, either party may petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains that person shall be the one (1) to hear and decide the grievance.

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

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

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

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

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

Section 15.4: Limitations On Authority Of The Arbitrator:

~~The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.~~ The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The hearing and the award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to receive evidence on or decide any other issues. The arbitrator shall render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.

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

Section 15.5: Arbitration Expense:

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

Section 15.56: Time Limits:

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

Section 15.7 Final Authority:

At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority in respect to any aggrieved Employee covered by this Agreement, to

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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.

ARTICLE 19 - HEALTH CARE PLAN

SECTION 19.2:

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

Classification	Current Employer Contribution Rate per week	4/7/2024 (9.38% increase)	4/6/2025 (3.5% increase)	Employee Contribution Rate
Full-Time	\$214.82	\$234.98	\$243.20	\$20
Part-Time	\$80.41	\$87.95	\$91.03	\$8

The Employer agrees to pay the following percentages of the total premiums listed in the table below.

Weekly Contribution*	Employer	Employer %	Employee	Employee %	Total
Full-time Current	\$243.20	92.40%	\$20.00	7.60%	\$263.20
Full-time Year 1	\$246.36	90.0%	\$27.37	10.0%	\$273.73
Full-time Year 2	\$251.49	87.5%	\$35.93	12.5%	\$287.42
Full-time Year 3	\$258.97	85.0%	\$45.70	15.0%	\$304.67
Part-time Current	\$91.03	91.92%	\$8.00	8.08%	\$99.03
Part-time Year 1	\$92.69	90.0%	\$10.30	10.0%	\$102.99
Part-time Year 2	\$94.62	87.5%	\$13.52	12.5%	\$108.14

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Part-time Year 3	\$97.44	85.0%	\$17.19	15.0%	\$114.6 3
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ARTICLE 22: MANAGEMENT RIGHTS

~~The Company's right to manage is retained and preserved except as abridged or modified by the restrictive language of this Agreement.~~ All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer. These include, but are not limited to, the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for just cause, and to establish and maintain reasonable rules and regulations covering the operation of the store.

ARTICLE 25: DRUG AND ALCOHOL TESTING

D. The Employer agrees to offer the employee who is tested positive for the first time and is subject to discipline a mutually agreeable substance abuse program. The employee ~~shall attend and complete~~ must enroll in the program ~~in a timely manner~~ within one hundred twenty (120) calendar days, which may be extended by mutual agreement of the Employer and the Union. The Union and Employer agree to meet and confer regarding payment for any costs of the program not otherwise covered by health care coverage. The Employer agrees that upon completion of the substance abuse program, the employee has the right to return to their prior position.

Appendix A

Top of Scale And Overscale Wage Increase

Full-time	Part-
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	time
\$0.55	\$0.55

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		
	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55		
Classification	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028	Current Minimum Rate	Min Rate effective 4/5/2026	Min Rate effective 4/4/2027	Min Rate effective 4/2/2028
Assistant Manager/Head Stock	\$33.22	\$33.77	\$34.32	\$34.87	\$33.22	\$33.77	\$34.32	\$34.87
All Other (Non-Meat) Department Heads	\$32.82	\$33.37	\$33.92	\$34.47	\$32.82	\$33.37	\$33.92	\$34.47
Mgr, Meat (Head Meat Cutter)	\$33.97	\$34.52	\$35.07	\$35.62	\$33.97	\$34.52	\$35.07	\$35.62
Journeyman	\$33.30	\$33.85	\$34.40	\$34.95	\$33.30	\$33.85	\$34.40	\$34.95
Wrappers (Hired Before 5/2/86)	\$31.49	\$32.04	\$32.59	\$33.14	\$31.49	\$32.04	\$32.59	\$33.14
Senior Retail Specialist Employees	\$31.78	\$32.33	\$32.88	\$33.43	\$31.78	\$32.33	\$32.88	\$33.43
Full-Time Universal Employees								
0 - 6 Months					\$17.00	\$17.00	\$17.00	\$17.00
6 - 12 Months					\$18.00	\$18.00	\$18.00	\$18.00
1 - 2 Years	\$17.65	\$17.65	\$17.65	\$17.65	\$19.00	\$19.00	\$19.00	\$19.00
2 - 3 Years	\$18.65	\$18.65	\$18.65	\$18.65	\$20.00	\$20.00	\$20.00	\$20.00
3 - 4 Years	\$19.65	\$19.65	\$19.65	\$19.65	\$21.00	\$21.00	\$21.00	\$21.00
4 - 5 Years	\$20.65	\$20.65	\$20.65	\$20.65	\$22.00	\$22.00	\$22.00	\$22.00
5 - 6 Years	\$21.65	\$21.65	\$21.65	\$21.65	\$23.00	\$23.00	\$23.00	\$23.00
6+ Years (TOS)	\$29.38	\$29.93	\$30.48	\$31.03	\$29.38	\$29.93	\$30.48	\$31.03

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	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	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55		
	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 Maintenance								
0 - 6 Months					\$13.80	\$13.80	\$13.80	\$13.80
6 - 12 Months					\$14.30	\$14.30	\$14.30	\$14.30
1 - 2 Years	\$14.05	\$14.05	\$14.05	\$14.05	\$15.55	\$15.55	\$15.55	\$15.55
2 - 3 Years	\$15.30	\$15.30	\$15.30	\$15.30	\$16.80	\$16.80	\$16.80	\$16.80
3 - 4 Years	\$16.55	\$16.55	\$16.55	\$16.55	\$18.05	\$18.05	\$18.05	\$18.05
4 - 5 Years	\$17.80	\$17.80	\$17.80	\$17.80	\$19.30	\$19.30	\$19.30	\$19.30
5+ Years (TOS)	\$27.23	\$27.78	\$28.33	\$28.88	\$27.23	\$27.78	\$28.33	\$28.88
Apprentices								
First 1040 Hours					\$20.00	\$20.00	\$20.00	\$20.00
1,041 - 2,080 Hours	\$20.00	\$20.00	\$20.00	\$20.00	\$21.25	\$21.25	\$21.25	\$21.25
2,081 - 3,120 Hours	\$21.25	\$21.25	\$21.25	\$21.25	\$22.50	\$22.50	\$22.50	\$22.50
3,121 - 4,160 Hours	\$22.75	\$22.75	\$22.75	\$22.75	\$24.00	\$24.00	\$24.00	\$24.00
4,161 - 5,200 Hours	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50	\$25.50
5,201 - 6,240 Hours	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
6,241+ Hours (TOS)	\$33.30	\$33.85	\$34.40	\$34.95	\$33.30	\$33.85	\$34.40	\$34.95
Meat Wrappers (hired after 5/2/86) and Other Than Journeyman								
Start - 1 Year					\$19.48	\$19.48	\$19.48	\$19.48
1 - 2 Years	\$19.48	\$19.48	\$19.48	\$19.48	\$20.48	\$20.48	\$20.48	\$20.48
2 - 3 Years	\$20.48	\$20.48	\$20.48	\$20.48	\$21.48	\$21.48	\$21.48	\$21.48
3 - 4 Years	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48
4+ Years (TOS)	\$28.83	\$29.38	\$29.93	\$30.48	\$28.83	\$29.38	\$29.93	\$30.48

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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
	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55

	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
Regular Part-Time / Prime Time Employees								
Hire - 500 Hours					\$13.75	\$13.75	\$13.75	\$13.75
Next 520 Hours (1,020 Hours)					\$14.00	\$14.00	\$14.00	\$14.00
Next 520 Hours (1,540 Hours)					\$14.25	\$14.25	\$14.25	\$14.25
Next 520 Hours (2,060 Hours)					\$14.75	\$14.75	\$14.75	\$14.75
Next 520 Hours (2,580 Hours)					\$15.00	\$15.00	\$15.00	\$15.00
Next 520 Hours (3,100 Hours)	\$13.75	\$13.75	\$13.75	\$13.75	\$15.25	\$15.25	\$15.25	\$15.25
Next 520 Hours (3,620 Hours)	\$14.25	\$14.25	\$14.25	\$14.25	\$15.75	\$15.75	\$15.75	\$15.75
Next 520 Hours (4,140 Hours)	\$14.75	\$14.75	\$14.75	\$14.75	\$16.25	\$16.25	\$16.25	\$16.25
Next 520 Hours (4,660 Hours)	\$15.25	\$15.25	\$15.25	\$15.25	\$16.75	\$16.75	\$16.75	\$16.75
Next 520 Hours (5,180 Hours)	\$15.75	\$15.75	\$15.75	\$15.75	\$17.25	\$17.25	\$17.25	\$17.25
Next 520 Hours (5,700 Hours)	\$17.25	\$17.25	\$17.25	\$17.25	\$17.75	\$17.75	\$17.75	\$17.75
Next 520 Hours (6,220 Hours)	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25	\$18.25
Top Rate (6,740+ Hours)	\$20.65	\$21.20	\$21.75	\$22.30	\$20.65	\$21.20	\$21.75	\$22.30
Clean Team / Utility / Courtesy Clerks								
Hire					\$12.75	\$12.75	\$12.75	\$12.75
After 30 Days					\$13.00	\$13.00	\$13.00	\$13.00
6 Months					\$13.15	\$13.15	\$13.15	\$13.15
18 Months					\$13.35	\$13.35	\$13.35	\$13.35
24 Months					\$13.55	\$13.55	\$13.55	\$13.55
30 Months					\$13.80	\$13.80	\$13.80	\$13.80
36 Months					\$13.85	\$13.85	\$13.85	\$13.85
48 Months (TOS)	\$16.25	\$16.80	\$17.35	\$17.90	\$16.25	\$16.80	\$17.35	\$17.90
Meat Wrappers (hired after 5/2/86) and Other Than Journeyman								
Start - 1 Year	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48	\$19.48
1 - 2 Years	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48	\$20.48
2 - 3 Years	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48	\$21.48
3 - 4 Years	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48	\$22.48
4+ Years (TOS)	\$28.83	\$29.38	\$29.93	\$30.48	\$28.83	\$29.38	\$29.93	\$30.48

LETTER OF AGREEMENT #8 – Shelf Stocking and Resets

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

1. The Employer shall be allowed to use DSD vendors to stock their own products delivered to the store. All other products will be stocked by members of Local 1189,

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UN: [Signature]

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

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

A. ~~Initial~~ ~~cut in and "spot"~~ stock new product that he or she (the supplier, vendor, or salesman) represents, and to remove discontinued, old, and slow moving items from shelves; ~~the remainder of the case after spotting it on the shelf will be stocked by store employees as outlined above.~~ The vendor may place the shelf tag for the new product on the shelf.

B. Participate in a "category" reset to stock products when products that they represent are included in the category; ~~the vendor(s) (supplier/salesman) must work with a Local 1189 member when removing product from the shelves and to re-tag the category. After the first case, product in the designated category will be restocked by a Local 1189 member.~~

~~⊖. In the event of a total store reset, the Employer will offer additional hours to members before utilizing vendors (suppliers/salesmen) to remove, replace, or tag product. The reset for the entire store will follow the same guidelines as outlined in the category reset. In the event of a total store reset, the Employer will notify the Union.~~

Contract Clean-up:

Eliminate all vestigial dates throughout the contract.

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

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

Make gender neutral and grammatical changes through the drafting process

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