

These proposals and responses are offered in a good faith effort to reach negotiated agreements for our respective collective bargaining agreement with UFCW Local No. 1189. Any employer proposals or responses that are withdrawn during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any Employer proposal or response or any withdrawal or modification of a proposal or response does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals or responses at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between us and the Union concerning all matters related to these negotiations.

Cub Foods Duluth Locations Revised Comprehensive Package Supposal Presented Remotely July 21, 2026

Cub Foods Duluth Locations (“Cub Duluth”) submits the following supposals in good faith to support reaching a successor agreement to our collective bargaining agreement with UFCW Local 1189 (“Union”), which would have expired April 4, 2026 but remains in full force and effect pursuant to the parties’ Agreement to Extend Collective Bargaining Agreement fully executed on April 21, 2026. Where a proposed change affects multiple sections of the Agreement, the parties would incorporate that change consistently throughout. Any agreement on an individual supposal will be treated as a tentative agreement, subject to full resolution of all matters in these negotiations. Text in **green** reflects language proposed by Cub Duluth; text in **red** reflects language proposed by the Union. Cub Duluth reserves the right to add, modify, or withdraw any supposal during these negotiations.

Wages

Top of Scale And Overscale Wage Increase

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

Full-Time Employees

	Employees Hired Before 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$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
Classification				
Meat Manager	\$29.97	\$30.52	\$31.07	\$31.62
Department Manager	\$29.36	\$29.91	\$30.46	\$31.01

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Employees Hired On or After 4/7/2024		
4/5/2026	4/4/2027	4/2/2028
\$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
Classification				
Meat Manager	\$29.97	\$30.52	\$31.07	\$31.62
Department Manager	\$29.36	\$29.91	\$30.46	\$31.01
0-1 Year		\$29.91*	\$29.91*	\$29.91*
1-2 Year			\$30.46*	\$30.46*
2+ Years (TOS)		\$29.91	\$30.46	\$31.62

* Step applies only to those hired or promoted after 4/6/2026

Employees Hired Before 4/7/2024			
Full-Time Top and Overscale Increases	4/5/2026	4/4/2027	4/2/2028
	\$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
Journeyman Meat Cutter				
24+ Months	\$28.85	\$29.40	\$29.95	\$30.50

Apprentice Meat Cutter				
1st (0-6 months)	\$17.00	\$17.00	\$17.00	\$17.00
2nd (6-12 months)	\$18.00	\$18.00	\$18.00	\$18.00
3rd (12-18 months)	\$19.00	\$19.00	\$19.00	\$19.00
4th (18-24 months)	\$20.00	\$20.00	\$20.00	\$20.00

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Employees Hired On or After 4/7/2024

4/5/2026	4/4/2027	4/2/2028
\$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
Journeyman Meat Cutter				
24+ Months	\$28.85	\$29.40	\$29.95	\$30.50

Apprentice Meat Cutter				
1st (0-6 months)	\$19.00	\$19.00	\$19.00	\$19.00
2nd (6-12 months)	\$20.00	\$20.00	\$20.00	\$20.00
3rd (12-18 months)	\$21.00	\$21.00	\$21.00	\$21.00
4th (18-24 months)	\$22.00	\$22.00	\$22.00	\$22.00

Employees Hired Before 4/7/2024

	4/5/2026	4/4/2027	4/2/2028
Full-Time Top and Overscale Increases	\$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
Full-Time Clean Team				
1st 6 months				
2nd 6 months				
Next Year	\$16.00	\$16.00	\$16.00	\$16.00
Next Year	\$17.00	\$17.00	\$17.00	\$17.00
Top Rate	\$24.41	\$24.96	\$25.51	\$26.06

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4/5/2026	4/4/2027	4/2/2028
\$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
Full-Time Clean Team				
1st 6 months	\$14.50	\$14.50	\$14.50	\$14.50
2nd 6 months	\$15.50	\$15.50	\$15.50	\$15.50
Next Year	\$17.50	\$17.50	\$17.50	\$17.50
Next Year	\$18.50	\$18.50	\$18.50	\$18.50
Top Rate	\$24.41	\$24.96	\$25.51	\$26.06

Employees Hired Before 4/7/2024			
Full-Time Top and Overscale Increases	4/5/2026	4/4/2027	4/2/2028
	\$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
Regular Full-Time				
1st 6 months				
2nd 6 months	\$17.00	\$17.00	\$17.00	\$17.00
Next Year	\$18.00	\$18.00	\$18.00	\$18.00
Next Year	\$19.00	\$19.00	\$19.00	\$19.00
Top Rate	\$26.91	\$27.46	\$28.01	\$28.56

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Employees Hired On or After 4/7/2024		
4/5/2026	4/4/2027	4/2/2028
\$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
Regular Full-Time				
1st 6 months	\$17.00	\$17.00	\$17.00	\$17.00
2nd 6 months	\$18.00	\$18.00	\$18.00	\$18.00
Next Year	\$19.00	\$19.00	\$19.00	\$19.00
Next Year	\$20.00	\$20.00	\$20.00	\$20.00
Next Year		\$22.00*	\$22.00*	\$22.00*
Next Year		\$24.00*	\$24.00*	\$24.00*
Top Rate	\$26.91	\$27.46	\$28.01	\$28.56

* Step applies only to those hired or promoted after 4/6/2026

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Part-Time Top and Overscale Increases	Employees Hired Before 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$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
Part-Time Clean Team				
First 260 Hours				
Next 260 Hours (Up to 520 hours)				
Next 520 Hours (Up to 1,040 hours)				
Top Rate (1,041+ hours)	\$14.93	\$15.48	\$16.03	\$16.58

Regular Part-Time and Universal Part-Time				
First 200 Hours				
Next 200 Hours (Up to 400 hours)				
Next 260 Hours (Up to 660 hours)				
Next 260 Hours (Up to 920 hours)				
Next 520 Hours (Up to 1,440 hours)				
Next 520 Hours (Up to 1,960 hours)	\$13.75	\$13.75	\$13.75	\$13.75
Next 520 Hours (Up to 2,480 hours)	\$14.50	\$14.50	\$14.50	\$14.50
Next 520 Hours (Up to 3,000 hours)	\$15.00	\$15.00	\$15.00	\$15.00
Top Rate (4,561+ Hours)	\$19.72	\$20.27	\$20.82	\$21.37

	Employees Hired On or After 4/7/2024		
	4/5/2026	4/4/2027	4/2/2028
	\$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
Part-Time Clean Team				
First 260 Hours	\$12.75	\$12.75	\$12.75	\$12.75
Next 260 Hours (Up to 520 hours)	\$12.90	\$12.90	\$12.90	\$12.90
Next 520 Hours (Up to 1,040 hours)	\$13.10	\$13.10	\$13.10	\$13.10
Top Rate (1,041+ hours)	\$14.93	\$15.48	\$16.03	\$16.58

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Regular Part-Time and Universal Part-Time	Current Minimum Rate		Min Rate Effective 4/5/2026		Min Rate Effective 4/4/2027		Min Rate Effective 4/2/2028
First 200 Hours	\$13.75		\$13.75		\$13.75		\$13.75
Next 200 Hours	\$14.25	First 200 Hours	\$14.25		\$14.25		\$14.25
Next 260 Hours	\$14.75	Next 200 Hours	\$14.75	First 200 Hours	\$14.75		\$14.75
Next 260 Hours	\$15.25	Next 260 Hours	\$15.25	Next 200 Hours	\$15.25	First 200 Hours	\$15.25
Next 520 Hours	\$15.75	Next 260 Hours	\$15.75	Next 260 Hours	\$15.75	Next 200 Hours	\$15.75
Next 520 Hours	\$16.50	Next 520 Hours	\$16.50	Next 260 Hours	\$16.50	Next 260 Hours	\$16.50
Next 520 Hours	\$17.25	Next 520 Hours	\$17.25	Next 520 Hours	\$17.25	Next 260 Hours	\$17.25
Next 520 Hours	\$17.75	Next 520 Hours	\$17.75	Next 520 Hours	\$17.75	Next 520 Hours	\$17.75
Top Rate	\$19.72	Next 520 Hours	\$20.27*	Next 520 Hours	\$20.27*	Next 520 Hours	\$20.27*
		TOS	\$20.27	Next 520 Hours	\$20.82*	Next 520 Hours	\$20.82*
				TOS	\$20.82	TOS	\$21.37

* Step applies only to those hired or promoted after 4/6/2026

Healthcare

Article 15.03 HEALTH AND WELFARE

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
Beginning 4/5/2026	\$246.36	90.0%	\$27.37	10.0%	\$273.73
Beginning 4/4/2027	\$251.49	87.5%	\$35.93	12.5%	\$287.42
Beginning 4/2/2028	\$258.97	85.0%	\$45.70	15.0%	\$304.67

Weekly Contribution	Employer	Employer %	Employee	Employee %	Total
Part-time Current	\$91.03	91.92%	\$8.00	8.08%	\$99.03
Beginning 4/5/2026	\$92.69	90.0%	\$10.30	10.0%	\$102.99
Beginning 4/4/2027	\$94.62	87.5%	\$13.52	12.5%	\$108.14
Beginning 4/2/2028	\$97.44	85.0%	\$17.19	15.0%	\$114.63

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Ratification Date

Pursuant to the parties' extension agreement, and assuming no breach thereof, the contract is effective as of April 5, 2026.

Cub Duluth 7/21/2026: – The parties entered into an extension dated 4/21/2026 which remains in effect as of the date of this Revised Comprehensive Package Supposal.

Cub Proposal 1

Overtime

OVERTIME: All work performed in excess of ~~eight (8)~~ **nine (9)** hours in any one (1) day, scheduled or pre-approved, or forty (40) hours in any one (1) week shall be paid at time and one-half (1 ½) the employee's regular rate of pay for all hours so worked. There shall be no pyramiding or duplicating of overtime or premium pay. For payroll purposes, the workweek commences at 12:01 a.m. on Sunday. Employees shall not be scheduled six (6) consecutive days (in a calendar week), except by mutual agreement.

Cub Duluth 7/21/2026: Cub withdraws this proposal

Cub Proposal 2

Drug & Alcohol Testing

Section 5.12 DRUG AND ALCOHOL TESTING:

- A. The Employer and Union intend to comply with all current or future legal requirements set forth in Minnesota Statute 181.950 - 181.957. The Employer may neither administer nor require any worker to submit to a test for drugs, cannabis or alcohol without reasonable suspicion. The parties agree that reasonable suspicion must be based on the first-hand observation of the worker by a trained supervisor and, if at all possible, corroborated by the first-hand observation of a second trained supervisor.
- B. Reasonable suspicion means objective evidence about the worker's workplace conduct that would cause a reasonable person to believe that the worker is demonstrating physical signs of impairment due to drugs or alcohol, such as difficulty in maintaining balance, slurred speech, erratic behavior and an inability to safely perform assigned tasks, or any other evidence permitted under applicable Minnesota law. The fact that a worker has been involved in an accident or has suffered an injury or illness does not by itself constitute reasonable suspicion.
- C. The Employer agrees that positive test results standing alone do not constitute just cause for discipline or discharge.
- D. The Employer agrees to offer the employee who is tested positive for the first time and is subject to discipline a mutually agreeable substance abuse program. The worker ~~shall attend and complete~~ **must enroll in** the program ~~in a timely manner~~ **within one hundred twenty (120) calendar days, which may be extended by mutual agreement of the Employer and the Union.** The Union and Employer agree to meet and confer regarding payment for any costs of the program

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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.

Cub Duluth 4/28/2026: TA

Cub Proposal 3

Leads

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

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

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

Cub Duluth 7/21/2026: Cub withdraws this proposal

Cub Proposal 4

Probationary Period

ARTICLE 12: EMPLOYMENT TERMINATION

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

Cub Duluth 4/30/2026: TA

Cub Proposal 5

Minimum Wage Increases

Add New Section 22.08:

Section 22.08: City, State, or Federal Minimum Wage and Other Wage Increases: Any unscheduled wage increases received in the twelve (12) months prior to any scheduled wage progression may

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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, 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.

Cub Duluth 4/28/2026: TA

Cub Proposal 6

Night Stockers

Add New section 20.04:

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.

Cub Duluth 4/30/2026: TA

UNION PROPOSALS

Union Proposal 7

Inclement Weather

Section 5.17 INCLEMENT WEATHER:

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

Cub Duluth 4/28/2026: TA

Union Proposal 10

Transfer Seniority

Section 10.09 TERMINATION OF SENIORITY:

An employee shall cease to have seniority if the employee:

Quits;

A. Is discharged for cause;

B. Fails to return to employment after layoff, and reasonable notice of recall;

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- C. Is absent for any reason, except military service, for a period of one (1) year or more;
- D. No employee shall lose seniority because of sickness or accident or for any reason beyond the control of the employee, subject to this one (1) year limitation, except as provided for in Article 19, as long as the employee complies with all medical restrictions and requirements;~~or~~
- E. After six (6) months as a supervisory employee; ~~or,~~
- F. Transfers into a non-bargaining unit position or a bargaining unit position covered under another CBA.

Cub Duluth 4/28/2026: TA

Union Proposal 15

MN Paid Family Leave

Section 19.06 MINNESOTA PAID FAMILY AND MEDICAL LEAVE: The Minnesota Department of Employment and Economic Development ("DEED") determines eligibility for Minnesota Paid Family and Medical Leave ("PFML") benefits. Paid Leave premiums will be collected starting January 1, 2026, with benefits available to employees that same date. Starting January 1, 2026, the Employer will deduct from Employees' pay 50% of the premium DEED charges to employers up to any statutory cap on employee premiums. The Employer will pay any remainder of the premium. For example, if in 2026 the PFML premium is zero point seven percent (0. 7%) of each employee's taxable wages and the cost may be shared on a 50/50 basis, the Employer and Employees will pay the PFML premium as follows: (1) zero point thirty-five percent (0.35%) will be paid by employees (the Employer will withhold this amount from each employee's paycheck), and (2) zero point thirty-five percent (0.35%) will be paid by the Employer. Sick Time or other paid time off provided for in this Agreement may be taken as "supplemental benefits" for those who qualify for family medical benefits under Minnesota Statute Chapter 268B.

Cub Duluth 4/28/2026: TA

Union Proposal 19

Housekeeping and Topics of Discussion

1. Make gender neutral and grammatical changes through the drafting process

Cub Duluth 2/17/2026: #1 - TA

Union Proposal 20

Discipline and Discharge

ARTICLE 12: EMPLOYMENT TERMINATION:

Section 12.03 ~~JUST CAUSE: The Employer shall not discharge nor suspend any employee without just cause. No employee shall be discharged except for just cause.~~ Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause.

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When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private whenever practicable.

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

The normal progression shall be as follows:

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

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

Cub Duluth 4/28/2026: TA

Union Proposal 21

Grievance and Arbitration

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.01 ~~Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either~~

These proposals and responses are offered in a good faith effort to reach negotiated agreements for our respective collective bargaining agreement with UFCW Local No. 1189. Any employer proposals or responses that are withdrawn during the course of negotiations shall not be introduced as evidence or have any effect in any future bargaining, grievances, or arbitration hearings. Any Employer proposal or response or any withdrawal or modification of a proposal or response does not constitute a waiver of any of our present rights. We reserve the right to add to, modify or delete proposals or responses at any time. Any agreement as to a specific proposal is considered to be a tentative agreement subject to final agreement between us and the Union concerning all matters related to these negotiations.

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~~party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:~~ **A grievance is any difference or dispute that arises over the interpretation of, application or compliance with the terms and provisions of this Agreement. There shall be an earnest effort on the part of the parties to settle promptly through the following steps:**

~~A. Between the employee affected and his/her Department Head.~~ **Step 1. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with that employee's immediate supervisor.**

~~B. By a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.~~

~~C. Any dispute, difference, or grievance not resolved in Steps A or B above, may be reduced to writing within ten (10) days of the meeting in Steps A or B above. Any grievance for disciplinary suspension or termination must be reduced to writing within (10) days of the suspension or termination. Within ten (10) days from the date the grievance is filed, representatives of the Union and the Company will meet in an effort to resolve the grievance. If the Step C meeting is not held within thirty (30) days of the date the grievance is filed, the Union may advance the grievance to Step E.~~ **Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Employer within thirty (30) calendar days after the employee has knowledge or reasonably should have had knowledge, of the occurrence. A representative of the Employer and a representative of the Union shall, within seven (7) calendar days, schedule a meeting to attempt to reach a settlement of the controversy, dispute or disagreement. The Employer shall respond to the grievance, in writing within ten (10) calendar days of such meeting. If the Employer fails to respond within ten (10) calendar days it serves as an automatic denial of the grievance on the day the response was due, and the Employer shall lose its right to give a detailed denial at this step.**

If the grievance is not resolved in Step 2, the Union may refer the matter to mediation, by mutual agreement, or Arbitration. A demand for mediation or Arbitration shall be in writing and must be received by the Employer within (15) calendar days of receipt of the Employer's response to the Step 2 grievance or failure of the Employer to respond within the time limits after the Step 2 grievance meeting.

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

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

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

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

Mediation: Any grievance that cannot be resolved through Step 1 or Step 2 may be referred by mutual agreement to mediation in an attempt to reach an agreement on a resolution. This may be requested at any time after the Step 2 meeting up until the day of arbitration. The fees and expenses of the neutral shall be divided equally between the Employer and the Union.

Section 14.02: Arbitration: If a grievance is not resolved by Step 1 or Step 2, the matter may be referred to Arbitration as outlined above. Within seven (7) calendar days of notification, the Union must petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators. The parties shall alternately strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator. ~~The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have the power to add to, subtract from, or modify the terms or conditions of the agreement.~~ Authority of the Arbitrator. The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The hearing and the award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to receive evidence on or decide any other issues. The award of the arbitrator shall be made within sixty (60) calendar days following the close of the hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.

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

Section 14.03: Arbitration Expense. Any expense involved by the use of arbitration shall be borne equally by the Union and the Employer.

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

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Section 14.05: Time Limits: The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement. ~~All disputes, differences, or grievances must be brought to Steps A and/or B in 14.1 within thirty (30) days after the employee had knowledge of the occurrence giving rise to the grievance. These time limits, and the time limits in 14.01, C, D, & E are binding, and all disputes, differences, or grievances will be barred if not adhered to. Time limits may be extended by mutual agreement of the parties.~~ Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid pay grievance and shall be collectable over a period of time covering one (1) year or back to the effective date of the Agreement, whichever is more.

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

Cub Duluth 4/28/2026: TA