

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is made by and between Cub Foods (the "Company" or "Employer") and United Food and Commercial Workers Local 1189, including its affiliate the United Food and Commercial Workers International Union (the "Union"), collectively the "Parties".

WHEREAS, the Parties currently have a collective bargaining agreement ("CBA") covering the Cub Foods Duluth, MN, store which is effective from November 1, 2020, through November 4, 2023; and

WHEREAS, Article 15 of the CBA sets forth contributions made by the Company on behalf of bargaining unit employees to the Northern Minnesota-Wisconsin Retail Clerks Pension Fund ("Pension Fund") and the Local 1189 Defined Contribution Fund ("Defined Contribution Fund"); and

WHEREAS, Section 15.01H of the CBA also gives the Company the right to withdraw from the Pension Fund; and

WHEREAS, the Company desires to effectuate this withdrawal from the Pension Fund; and

WHEREAS, the Parties desire to clearly set forth the effective date of the withdrawal, the future Company contribution rates to the Defined Contribution Fund, and the single lump sum contributions to the Defined Contribution Fund on behalf of certain eligible employees who have not yet vested in the Pension Fund at the time of withdrawal.

NOW, THEREFORE, the Parties agree that the terms of the CBA are hereby amended as follows:

1. Effective as of 11:59 pm on August 7, 2021, the Company will cease making contributions to the Pension Fund and Section 15.01 of the CBA will be null and void;
2. Effective for hours worked on and after August 8, 2021, the Company will increase its contribution rates to the Defined Contribution Fund on behalf of eligible employees in the Defined Contribution Fund by an amount equal to the Company contributions previously made to the Pension Fund. To effectuate this change, Section 15.02 of the CBA is amended by deleting Section 15.02 in its entirety and replacing it with the following:

Section 15.02 401K Plan

A. Contributions

- 1) *Effective for hours worked on and after July 4, 2021, the Employer will make the following contributions into the Local 1189 Defined Contribution Fund ("Defined Contribution Fund") during the term of this Agreement for all bargaining unit employees for all hours worked; together with hours of holiday and vacation pay, up to forty (40) hours per week.*

<i>Employee Group</i>	<i>August 8, 2021</i>	<i>May 1, 2022</i>	<i>April 30, 2023</i>
<i>Full-Time or Part-Time Employees with More Than 5 Years of Service</i>	<i>\$1.66 per hour</i>	<i>\$1.71 per hour</i>	<i>\$1.76 per hour</i>
<i>Full-Time or Part-Time Employees with Less Than 5 Years of Service (exclusive of part-time Clean Team Employees and Universal Part-Time Employees)</i>	<i>\$1.06 per hour</i>	<i>\$1.11 per hour</i>	<i>\$1.16 per hour</i>
<i>Universal Part-Time Employees</i>	<i>\$0.15 per hour</i>	<i>\$0.20 per hour</i>	<i>\$0.25 per hour</i>

- 2) *The Defined Contribution Fund will be jointly administered by the Union and participating Employers as provided in its Trust Agreement and any legally adopted amendments thereto.*
 - 3) *No contribution shall be due to the Defined Contribution 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.*
- B. *All bargaining unit employees who are eligible under the Trust Agreement will be allowed to make pre-tax contributions into the Defined Contribution Fund. The Employer shall have no obligation to make any contribution to the Defined Contribution Fund, to match any employee contributions to such plan, or otherwise to fund that Plan except to the extent otherwise set forth in this Agreement.*
- C. *Notwithstanding the terms of this SECTION 15.2, the Employer's obligation to make contributions to the Defined Contribution Fund 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 the Defined Contribution Fund or any trust agreements or participating agreements to which it is a party or by which it is otherwise bound.*
3. Eligible employees in the Pension Fund who have not vested in the Pension Fund as of August 7, 2021, will each have a single lump sum contribution made into the Defined Contribution Fund by the Company as follows based on years of service with the Company. The Company will make these contributions to the Defined Contribution Fund no later than thirty-one (31) calendar days after the date on which the plan administrator for the Pension Fund provides the Company with the list of Pension Fund eligible employees who meet the criteria to receive this lump sum contribution.

<i>Group</i>	<i>1 but less than 2 years of service</i>	<i>2 but less than 3 years of service</i>	<i>3 but less than 4 years of service</i>	<i>4 but less than 5 years of service</i>
<i>Part-Time</i>	<i>\$300</i>	<i>\$600</i>	<i>\$900</i>	<i>\$1,200</i>
<i>Full-Time</i>	<i>\$600</i>	<i>\$1,200</i>	<i>\$1,800</i>	<i>\$2,400</i>

IN WITNESS WHEREOF, the Parties have signed this Letter of Agreement as set forth below.

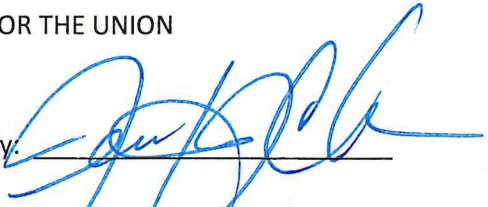
FOR THE COMPANY

By: 

Its: VP: DGC, Labor Relations

Date: July 27, 2021

FOR THE UNION

By: 

Its: President

Date: July 29, 2021