

## **Memorandum of Understanding**

This Letter of Understanding (“MOU”) is by and between SUPERVALU Inc. (d/b/a “Cub Foods” (“Cub Foods” or the “Company”) and UFCW Local 1189 (“Union”)(collectively the “Parties”).

WHEREAS, the Company and the Union are parties to a Collective Bargaining Agreement (“CBA”) currently effective April 7, 2024 through April 4, 2026;

WHEREAS, currently, under Minn. Stats. § 177.253 (rest breaks) and § 177.254 (meal breaks), employees must be allowed: (a) adequate time from work within each four consecutive hours of work to utilize the nearest restroom; and (b) sufficient time to eat a meal if working eight or more hours;

WHEREAS, amendments to the rest and meal breaks laws set forth above will take effect on January 1, 2026. Under the amendments, as of January 1, 2026, employees must be allowed: (a) a rest break of at least 15 minutes or enough time to utilize the nearest convenient restroom, whichever longer, within each four consecutive hours of work; and (b) a meal break of at least 30 minutes if working six or more consecutive hours;

WHEREAS, both Minn. Stats. §177.235 and §177.254 currently permit and will continue to permit employers and unions to establish different rest and meal breaks pursuant to a collective bargaining agreement;

WHEREAS, the Company and the Union met to discuss the amended laws and their impact on bargaining unit members and the CBA; and

WHEREAS, the parties desire to continue their long-standing practices under the CBA with regard to how and when employees may take rest and meal periods, which are different than those set forth under the amended laws.

NOW THEREFORE, the Parties agree as follows:

1. Under Section 2.10 of the CBA, employees are entitled to two fifteen (15) minute paid break periods for every three (3) hours worked not to exceed thirty (30) minutes in any workday of less than twelve hours. Each paid rest period will be scheduled within a separate consecutive four hour period of work. Additionally, employees are entitled to combine two fifteen (15) minute breaks into a paid meal.
2. Under Section 2.10 of the CBA, employees who work at least six (6) hours in a workday are also entitled to a thirty (30) minute meal period without pay
3. By practice under the CBA, employees entitled to a meal period have waived their meal period for a shorter work schedule. To maintain such schedules, employees shall complete and return by December 16, 2025, the attached meal and rest break waiver form attached to this Memorandum of Understanding, waiving their meal period. In the event, employees fail to waive their meal period, or they otherwise revoke their meal break waivers

thereafter. the employees will be required to take their meal periods. If employees fail to execute the waiver, they will be allowed the opportunity to execute the waiver at any time for the going forward application.

4. Additionally, employees who wish to combine their rest periods into one paid meal period and thereby waive their rest breaks shall complete and return by December 16, 2025, the fully executed meal and rest break waiver form attached to this Memorandum of Understanding to the Company waiving their rest periods. In the event employees fail to waive their rest periods, or they otherwise revoke their rest break waiver, the employees will be required to take their paid rest periods. If employees fail to execute the waiver, they will be allowed the opportunity to execute the waiver at any time for the going forward application.

SUPERVALU Inc.

By: Meredith Diette  
Meredith Diette  
Vice President, Labor Relations

Dated: 12/12/25

UFCW Local 1189

By: Adam Evenstad  
Adam Evenstad  
President

Dated: 12/12/25