

LETTER OF AGREEMENT – WHITE BEAR LAKE CUB
Cub Gold CBA

This Agreement (“Agreement”) is made by and between Cub Foods (the “Company”) and United Food & Commercial Workers Local 1189, including its affiliate the United Food & Commercial Workers International Union (the “Union”), collectively the “Parties”.

WHEREAS, the Company intends to open the Company’s new White Bear Lake store (“WBL store”);

WHEREAS, the Union and the Company are parties to collective bargaining agreements (CBA) covering the Cub Foods Arcade and Cub Foods Oakdale stores (“Arcade/Oakdale CBA”); the Maplewood Rainbow store (“Maplewood CBA”); and the Midway Rainbow store (“Midway CBA”) and these CBAs are currently in effect;

WHEREAS, the Union and the Company are also parties to the Cub Foods Grocery and Meat Contract covering eleven other Cub Foods stores (“Main Cub CBA”) and it is currently in effect;

WHEREAS, the Company and the Union wish to merge the Maplewood, Midway, and Arcade/Oakdale CBA into a single bargaining unit covered by a new CBA called the Cub Gold CBA that replaces the current CBAs for these stores and provides for the addition of the WBL store to the bargaining unit by accretion if the Union is entitled to recognition under the National Labor Relations Act (“NLRA”);

WHEREAS, the Parties have a mutual interest in ensuring a smooth transition and labor peace following the WBL store opening, including minimizing the risk of any grievances, litigation or other disputes regarding their contractual or other legal rights and obligations in connection with the WBL store opening;

NOW THEREFORE, the Parties agree as follows:

1. The Maplewood CBA and Midway CBA are hereby extinguished and the Arcade/Oakdale CBA is hereby renamed the Cub Gold CBA and amended to cover and include the Maplewood and Midway store bargaining units. The Cub Gold CBA also is hereby amended and shall be modified wherever, whenever, and to the extent necessary to conform to and continue in full force and effect the terms set forth in this Agreement.
2. If the Union is entitled to recognition as the collective bargaining representative of the employees at the WBL store pursuant to the NLRA, the WBL store bargaining unit will become a part of the Cub Gold CBA bargaining unit.
3. Assuming the WBL store becomes covered by the Cub Gold CBA, the following shall apply. Grocery clerk (non-meat) employees transferred (not a temporary assignment) to the WBL store and/or other Cub Gold CBA stores from any Main Cub CBA store will move to the UFCW Local Union 1189 and St. Paul Food Employers Defined Contribution Fund retirement plan (aka 401(a) and (k)).
 - a. Contributions for employees transferred to the WBL store before the store opening and who qualify for the Defined Contribution Plan, will begin effective December 1, 2015, or the first (1st) day of the reporting period after December 1, 2015, whichever is later.
 - b. Contributions for those transferring to a Cub Gold CBA store or to the WBL store after it opens and who otherwise qualify for the Defined Contribution Plan will be made starting with the employee's first week of employment in the WBL store.
4. Delete Section 20.1 and 20.3.A.1).a. in the current Arcade/Oakdale CBA.

5. Delete the words "other than the Milwaukee Pension Plan" from Section 20.3.C. in the current Arcade/Oakdale CBA.
6. Delete Letters of Agreement F and G in the current Arcade/Oakdale CBA.
7. Amend Article 4 of the current Arcade/Oakdale CBA to add as section 4.1.F to read "Employees will retain their seniority and all rights and benefits, including super-seniority for department heads, when transferring between stores covered by the Cub Gold CBA and those covered by the Main Cub CBA."
 - a. It is understood that this will be applied retroactively to recent transfers between the CBAs.
8. Amend Article 4.3 of the current Arcade/Oakdale CBA to add as section 4.3.G to read "No employee will be required to transfer from a Main Cub CBA store to a Cub Gold CBA store or from a Cub Gold CBA store to a Main Cub CBA store, nor will they be prohibited from doing so.
9. The Cub Gold CBA will not apply to employees temporarily assigned to the WBL store who continue to be covered by the Main CBA pursuant to the temporary assignment provision of the Main CBA.
10. All external applicants (those not covered by a current UFCW 1189 CBA with the Company) who are hired into the WBL Store will be required to pass a probationary period that will run from the date the person is hired to the later of thirty (30) days following the date on which the WBL store is opened or thirty (30) days after the date the person is hired. The Company may extend the probationary period an additional 30 days if it deems necessary, with union approval.
11. All external applicants (those not covered by a current UFCW 1189 CBA with the Company) to the WBL store will be required to pass the Company's screening procedures for applicants, including but not limited to background checks and post-offer, pre-employment drug tests.
12. The inside/outside hiring provisions for the WBL store will be waived by the Union prior to and for the first sixty (60) days following the date on which the WBL store is opened.
13. This is a complete statement of the Parties' Agreement.

[COMPANY]

Signed: Tracy A. McDonald

Date: 11/11/15

Name: Tracy A. McDonald

Title: Director, AR/Labor Relations

**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1189**


Jennifer Christensen, Secretary/Treasurer

Date: 11/11/15

**LETTER OF AGREEMENT – MAIN CUB CBA
(White Bear Lake)**

This Agreement (“Agreement”) is made by and between Cub Foods (the “Company”) and United Food & Commercial Workers Local 1189, including its affiliate the United Food & Commercial Workers International Union (the “Union”), collectively the “Parties”.

WHEREAS, the Company intends to open the Company’s new White Bear Lake store (“WBL store”);

WHEREAS, the Union and the Company are parties to a collective bargaining agreement (“Cub Gold CBA”);

WHEREAS, the Union and the Company are also parties to the Cub Foods Grocery and Meat Contract covering eleven other Cub Foods stores (“Main Cub CBA”);

WHEREAS, the Parties have a mutual interest in ensuring a smooth transition and labor peace following the WBL store opening, including minimizing the risk of any grievances, litigation or other disputes regarding their contractual or other legal rights and obligations in connection with the WBL store opening;

NOW THEREFORE, the Parties agree as follows:

1. Grocery clerk (non-meat) employees transferred from any Cub Gold CBA store to any Main Cub CBA store will move to the UFCW Unions and Employers Pension Fund (aka Milwaukee Fund). Contributions for employees transferred to the Main Cub CBA will be per the provisions of the Main Cub CBA.
2. Employees who are covered by the Main Cub CBA and who agree to be temporarily assigned to work in the WBL store will remain covered by the Main Cub CBA for up to 90 days with all rights and privileges the Main CBA provides, and this assignment may be extended for an additional 90 days with written notification to the union and to the employee.
 - a. Following the temporary assignment to the WBL store from the Main Cub CBA, a full-time employee may (i) be returned to their prior store assignment, (ii) assigned to another Main Cub CBA store, or, (iii) if the Company offers and the employee agrees, remain at the WBL store and be covered under the terms of the Cub Gold CBA.
 - b. Following the temporary assignment to the WBL store from the Main Cub CBA, a part-time employee will be returned to their prior Main Cub CBA store assignment unless offered and they agree to a different assignment.
3. Contributions for employees who are temporarily assigned to work in a store covered by a different UFCW 1189 CBA will continue under the terms of the Main Cub CBA. The Parties agree to present this Agreement to the Trustees of the UFCW Unions & Employers Pension Fund (aka Milwaukee Fund) and obtain the Trustees’ recognition that such temporary assignments do not create an ongoing obligation to contribute to the Milwaukee Fund pursuant to any other UFCW 1189 CBA or for any other bargaining unit.
4. Article 4 of the Main Cub CBA is hereby amended to add as section 4.1.F to read “Employees will retain their seniority and all rights and benefits, including super-seniority for department heads, when transferring between stores covered by the Cub Gold CBA and those covered by the Main Cub CBA.”
5. Article 4.3 of the Main Cub CBA is hereby amended to add as section 4.3.G to read “No employee will be required to transfer from a Main Cub CBA store to a Cub Gold CBA store or from a Cub Gold CBA store to a Main Cub CBA store, nor will they be prohibited from doing so.
6. This is a complete statement of the Parties’ Agreement.

[COMPANY]

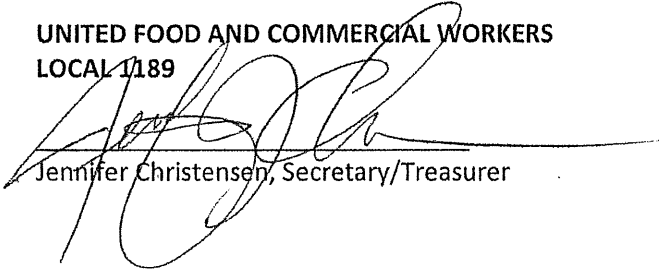
Signed: Tracy A. McDonald

Date: 11-11-2015

Name: Tracy A. McDonald

Title: Director, AR/Labor Relations

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1189


Jennifer Christensen, Secretary/Treasurer

Date: 11/11/15