

Tentative Agreement  
between  
Dierbergs Markets  
and  
UFCW Local 655

St. Louis, MO  
Metro Clerks

***UNDERSTANDING THIS PROPOSAL***

**PRINT IN BOLD REPRESENTS PROPOSED NEW LANGUAGE.**

**PRINT WITH A LINE THROUGH IT REPRESENTS LANGUAGE PROPOSED TO BE DELETED.**

**PRINT IN RED INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A NEGATIVE EFFECT ON MEMBERS.**

**PRINT IN BLUE INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE NO EFFECT ON MEMBERS.**

**PRINT IN GREEN INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A POSITIVE EFFECT ON MEMBERS.**

**PRINT IN PURPLE INDICATES A PROPOSAL THAT WAS REJECTED ON SEPTEMBER 26 BY SCHNUCKS EMPLOYEES, MODIFIED OR WITHDRAWN IN THIS PROPOSAL.**

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The current collective bargaining agreement with the following modifications:

1. ARTICLE 1 JURISDICTION Section 1.3

Change to read:

Under no condition shall supervisors ~~or Store Managers~~ perform bargaining unit work, except in case of emergency, such as Acts of God or other conditions beyond the control of the Company, and to the extent that they may perform customer services. Customer services shall not be construed to include stocking, price marking, truck unloading or building displays, or any other bargaining unit work on a regular basis.

~~However, one~~ **Up to two** member(s) of **Store management, may be designated and will be** allowed to perform any bargaining unit work. The Company will notify the Union, ~~when necessary,~~ which current member(s) of store management is so designated.

**EFFECT: This would allow one additional non-bargaining unit manager to perform bargaining unit work.**

**Company's proposal from September 26<sup>th</sup> rejected by Schnucks employees. Reduces from "unlimited" in previous proposal to one additional manager performing bargaining unit work.**

In the event the Company's operations cannot begin or continue due to;

1. recommendations of civil authorities,
2. or failure of public utilities (electricity, water, etc.),

3. or by an Act of God,

the Company may use non-bargaining unit personnel up to the initial six (6) hours of the Act of God to perform any work necessary to limit losses. In addition, the company may use non-bargaining unit personnel for up to a period of six (6) hours after services are restored to assist the Company in repairing store conditions to their appropriate customer service levels in order to reopen to the public. The intent of this language is to allow the Company to use non-bargaining unit personnel in conjunction with, not as a replacement for, bargaining unit employees and only to the extent to limit losses or repair conditions. During this period, all other terms of the Agreement will remain in full force and effect.

2. ARTICLE 1 JURISDICTION Section 1.4

Clean-up:

~~The above described restriction on work jurisdiction has been relaxed and altered in the following respect: that there shall be no restrictions on outside sales persons delivering and/or servicing commercial bakery products; milk; soda; bottled water products, isotonic drinks and teas delivered by direct store delivery (DSD) vendors; all product delivered by chip and snack vendors; cookies and crackers; beer, wine and liquor; and L'eggs. Effective July 1, 2014, this list shall include pizza, ice, and all beverages.~~

~~The Greeting Card Department may be serviced by their respective vendors. Outside sales persons, Store Management, and the Company's reset crew shall not be restricted from performing resets or rearrangements of any product once it has been initially stocked by bargaining unit employees. Removal of outdated product and rotation of perishable dated products, which are already on the shelf or in the case by vendors, shall be authorized. Vendors may clean shelves when rotating product or removing outdated product. Effective July 1, 2014, Vendors may hang tags as part of resets and new product placement.~~

~~Effective July 1, 2015, the above paragraphs shall be null and void and replaced with the following:~~

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language. This does not have a positive or negative effect on employees.**

The above-described restriction on work jurisdiction has been, by mutual agreement between the Union and Company, relaxed and altered in the following respect: Vendors entering the said retail establishment for the purpose of delivering and/or servicing bread, milk, chips and snacks, spices, cookies and crackers, soda, greeting cards, ice cream, beer and liquor, L'eggs, pizza, and other traditional direct store delivery (DSD) items. This definition shall also include the following items shipped through and from the Company's warehouse(s): cookies, crackers, snacks, soda, spices, baby food and any "cross-docked" merchandise, which is construed as palletized, pre-selected, individual store miscellaneous products, usually distributed by a specialty merchandise type vendor.

Removal of outdated product and rotation of perishable dated products which are already on the shelf or in the case by vendors shall be authorized.

Vendors may clean shelves when rotating product or removing outdated product. Vendors may hang tags as part of resets and new product placement.

Outside salespersons, Store Management and the Company's reset crew shall not be restricted from performing resets or rearrangements of any product once it has been initially stocked by bargaining unit employees, except for new stores and major remodels.

No employee who is on the seniority list as of June 11, 2014, shall have their hours reduced as a direct result of the relaxation of bargaining unit work jurisdiction for vendors in the contract expiring on May 12, 2013.

Any work done by any person outside of the bargaining unit in violation of this Agreement after it has been brought to the attention of management shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½) the top clerk rate in the contract, or time and one-half (1½) the employee's regular rate, whichever is the greatest, in addition to the employee's normal pay for that day. This shall not preclude the Union Representative of the local Union from filing a grievance pertaining to a violation of this paragraph in the name of a particular employee who shall be compensated in the method herein provided above.

Once a violation of any work done by any person outside of the bargaining unit has once been brought to the attention of Management; any other violations within a two (2) week time period by the same person shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½) the top clerk rate in the contract, or time and one-half (1½) the employee's regular rate, whichever is greater, in addition to the employee's normal pay for that day.

3. ARTICLE 2 UNION SECURITY Section 2.8

Change to read:

Section 2.8 The Union store card ~~may~~ **will** be displayed in all places where members of Local No. 655 are employed **in a location visible to the general public**. The store card shall be removed at the request of the Union.

**EFFECT: This requires the Company to display a sign that informs the general public that the employees working in the store are members of UFCW Local 655. This will have no effect on employees.**

4. ARTICLE 2 UNION SECURITY Section 2.11

Change to read:

Section 2.11 ~~Effective June 11, 2014, and during the term of this agreement, ¶~~The Company agrees to schedule up to one (1) employee per store in the bargaining unit (or the equivalent of one (1) per store) off by 6:00 p.m. Friday, and off on weekends **or off by 6:00p.m. the day prior to two (2) consecutive days off of the employees choosing** to participate in the Volunteer Organizing Program (VOP) with UFCW Local 655 for the sole purpose of protecting market share. The selected employee(s) will be mutually agreeable between the Union and the Company. All provisions of the collective bargaining agreement shall apply with the exception of Section 8.2D regarding preference of available days off. This program will be in effect from the second pay period beginning in January through the first pay period ending in November of each year. New stores for the first year and stores that are undergoing a remodel will not participate in this program. Employees who participate in this program will not wear Company apparel while working in this capacity, nor will any employee who participates in this program use this program to work at organizing any Company affiliated store or facility. The Union will provide the Company quarterly a master list of employees participating in the VOP program.

**EFFECT: This allows employees to participate in the Voluntary Organizing Program to choose to have week-ends off or two other days of the week off to assist Local 655 in organizing non-union retail workers to increase Union employee market share. This is a POSITIVE for employees participating in the program.**

5. ARTICLE 6 – LABOR/MANAGEMENT COMMITTEE Section 6.5

Change to read:

Section 6.5 Representation on Committee. The Committee shall consist of not more than four (4) bargaining unit employees, ~~one (1) from each Company and one (1) at large~~, three (3) Union Officials, and seven (7) Officials from the Company, ~~two (2) per Company and an additional one (1) at large~~. By mutual agreement, the parties may have additional participants.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

6. ARTICLE 8 HOURS AND WORKING CONDITIONS Section 8.2A

Change to read:

Section 8.2

A. The Store Manager will post a work schedule by seniority (in ink or other permanent means) for all employees, by surname and initial, for the succeeding week as soon as practical, but no later than 11:00 a.m. on Friday of the current week (**effective no later than March 3, 2017, by**

**11:00 a.m. on the Friday two (2) weeks in advance of the current week).** Any employee leaving on schedule before 11:00 a.m. and who is not scheduled to work on Saturday will be advised by store management of the employee's schedule to be posted. This schedule shall be accessible to all employees and the Union. Copies of all schedules shall be posted in one central location accessible to all employees. **In addition, the posted schedule shall be the same schedule that is posted on the computer system and any changes to the posted schedule will also be changed on the computer system concurrently.**

**EFFECT: This will give employees their schedule two (2) weeks in advance and make it easier for them to schedule personal obligations such as doctor appointments, child care or social events etc. This will have a POSITIVE effect on employees.**

Based on the operational needs of the business and all things being equal, the Company agrees to give full regard to seniority when scheduling checkers and/or office cashiers more desirable work shifts. This provision would also apply to clerks from other departments scheduled to check or work as an office cashier as part of their work week. The intent of this language is to recognize seniority by scheduling the senior employee more desirable shifts on an overall weekly basis, although obvious single day scheduling issues will also be addressed. When comparing schedules of employees the comparison will normally be full-time schedules to full-time schedules and part-time schedules to part-time schedules. This does not preclude the comparison of full-time schedules to part-time schedules on an individual basis where there is an obvious lack of recognition of seniority. Adjustments made to the normal schedule to circumvent the intent of this provision will be addressed and corrected.

7. ARTICLE 8 HOURS AND WORKING CONDITIONS Section 8.2C

Change to read:

Section 8.2

C. Starting time for ~~full-time~~ employees shall not be changed without twenty-four (24) hours of notice to each employee affected by such change, except in case of emergency caused by illness, absenteeism, etc.

**EFFECT: This requires the Company to give twenty-four (24) notice to all employees prior to a schedule change. Current contract only requires schedule change notice to full-time employees. This will have a POSITIVE effect on employees.**

**Change in Company's proposal from September 26<sup>th</sup> rejected by Schnucks employees.**

8. ARTICLE 8 HOURS AND WORKING CONDITIONS Section 8.13

Change to read:

The Company reserves the right to utilize Pay Cards in lieu of paper checks as long as there is no additional cost to the employee and the Pay Card is able to be fully cashed at the store.

9. ARTICLE 9 SENIORITY Section 9.5

Change to read:

The Company shall submit to the Union, in an Excel or Access format, on a quarterly basis, a current seniority list, which includes name, **employee id** ~~social security number~~, store location, hire date, seniority date, department, wage rate and hours paid in the previous accounting or payroll quarter.

**EFFECT: This is a security measure and will not have an impact on the employees.**

10. ARTICLE 9 SENIORITY Section 9.7B

Change to read:

B. At least **fifty** ~~fifty-five~~ percent (**50%**) ~~(55%)~~ of the scheduled hours for each Company (excluding Courtesy Clerk hours) shall be guaranteed forty (40) hour schedules. **Effective (insert date of ratification) the above percentage shall be reduced to forty-five percent (45%).** ~~Effective January 1, 2011 the above percentage shall be reduced to fifty-three percent (53%). Effective January 1, 2012 the above percentage shall be reduced to fifty-one percent (51%). Effective January 1, 2013 the above percentage shall be reduced to fifty percent (50%).~~ Any reductions from the **fifty** ~~fifty-five~~ percent (**50%**) ~~(55%)~~ of guaranteed forty (40) hour schedules shall be by attrition only. Forty (40) hour schedules shall be assigned to employees based on seniority and ability to perform the work.

The Company may determine the aforementioned **fifty** ~~fifty-five~~ percent (**50%**) ~~(55%)~~ ~~[effective January 1, 2011, fifty-three percent (53%); effective January 1, 2012, fifty-one percent (51%); effective January 1, 2013, fifty percent (50%)]~~ **[effective (insert date of ratification), forty-five percent (45%)** of scheduled hours by store, by the Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit. The Company will notify the Union in writing of what method will be used and it will not be changed for the term of this Labor Agreement.

**EFFECT: This will reduce the required number of full-time jobs in the future. Using the latest data provided by the Company this would result in a reduction of 119 full-time jobs by attrition in the future.**

The number of forty (40) hour schedules will be the same for each week of a quarter and any adjustments, up or down, to the number of forty (40) hour schedules shall be made no later than the first pay period following March 1, June 1, September 1, and December 1. The ratios will be calculated as of the first pay period in the months of February, May, August, and

November using actual hours worked in the prior twelve (12) months. Additions made to fill ratio requirements at these dates will be from the forty (40) hour request list.

If the Company is over the required ratio percentage, they may reduce the number of full-time positions at the beginning of each quarter as outlined above. If there is a full-time Designated Assistant Department Manager who has less full-time seniority than a non-designated full-time employee who is being reduced, then that full-time Designated Assistant Department Manager may be reduced. Should the Company choose not to reduce the above Designated Assistant Department Manager, then the Company will no longer be able to count the Designated Assistant Department Manager toward the fulfillment of its ratio requirements, with the exception that their hours shall continue to count toward the ratio calculation. The intent of this language is to allow the Company to reduce the number of full-time employees to the required percentage with the exception that if the Company wants to keep the "Designated Assistant Department Manager(s)" with less seniority such "Designated Assistant Department Manager(s)" would be over and above the normal ratio requirement.

The Company agrees to furnish ratio information to the Union on a quarterly basis in a format approved by the Union. Such information shall include a listing of full-time employees and a listing of twenty-five (25) hour employees in accordance with this section. Designated Assistant Department Managers assigned full-time positions shall count toward the required number of full-time positions needed for the ratio, except as outlined above, and shall be identified on the listing provided to the Union.

This section shall not apply during the first eight (8) weeks of a new store opening or the first four (4) weeks of a major remodel.

Fractions of forty (40) hour schedules will be rounded up or down.

All forty (40) hour schedules that are shown on the work schedule(s) count for purposes of the ratio whether worked by the employee or not. However, during a quarter as defined in paragraph 3, permanent full-time openings that become available due to resignations, terminations, and openings as a result of full-time employees on an approved leave of absence for four (4) weeks or more shall be replaced after one (1) week, under the following conditions:

1. Will not be replaced if there is an overage in the full-time ratio.
2. If replaced within the store, the employee must be qualified to perform the job and will be considered as a "temporary replacement" and not assigned a full-time seniority date.
3. Full-time employees may be transferred to compensate for overages in the full-time ratio.

The remaining ~~forty five~~ **fifty percent (50%)** ~~(45%)~~ [effective January 1, 2011 ~~forty seven percent (47%)~~]; effective January 1, 2012 ~~forty nine percent (49%)~~]; effective January 1, 2013

fifty percent (50%)] [effective (insert date of ratification) fifty-five percent (55%)] of the hours (excluding Courtesy Clerk hours) shall be weekly schedules assigned to part-time employees. At least forty percent (40%) of these weekly scheduled hours shall be schedules of at least twenty-five (25) hours but less than forty (40) hours. Part-time employees are entitled to the weekly schedule with the most hours based on seniority and ability to perform the work. **Change in Company's position on September 26<sup>th</sup> which was rejected by Schnucks employees to eliminate any guarantee of minimum twenty-five (25) hour schedules for part-time employees has been withdrawn. GUARANTEE OF 25 HOUR SCHEDULES STAYS.**

11. ARTICLE 9 SENIORITY Section 9.7D1

Change to read:

D.1. In the event a forty (40) hour schedule becomes available, exclusive of department manager positions, at the beginning of the quarters as outlined in paragraph B above, the following procedure will apply:

The most senior employee as referenced in Section 9.4B above in the grouping of stores of the Company where the forty (40) hour permanent schedule becomes available will be given the first opportunity to work a forty (40) hour schedule.

The Company will offer the position to the most senior employee(s) in each Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit who has indicated to the Company in writing that they desire to work a forty (40) hour schedule. These written requests for forty (40) hour jobs must be sent to the ~~Labor Relations~~/Human Resources Department prior to August 1st and February 1st of each year ~~for each succeeding six (6) month~~ **and that request will be valid for one (1) full year from that time** period and must include which store(s) and department(s) the employee is willing to work. Employees will not be offered a forty (40) hour job at a store or in a department that they do not have listed on their forty (40) hour request form.

**EFFECT: This will require employees to submit a forty (40) hour request form once per year instead of twice per year to obtain a forty (40) hour seniority date and require the Company to schedule that employee forty (40) hours per week. This will have a POSITIVE effect on employees.**

Employees will acknowledge in writing each time a forty (40) hour schedule is offered and they refuse the opportunity.

12. ARTICLE 9 SENIORITY Section 9.8



Change to read:

**Section 9.8 Employees may limit their availability as it regards total number of shifts they are available to work in a week and/or the total number of weekly hours they are available to work. This shall not be construed to mean preferential shifts.**

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Employees who, at any time, have voluntarily limited their availability for work may, thereafter, claim a weekly schedule with more hours only when a vacancy occurs or when additional hours become available. The employee shall notify the Company in writing of their intent to claim a schedule with a greater number of hours when their availability is, again, unlimited on a permanent basis.

~~Employees may limit their availability as it regards total number of shifts they are available to work in a week and/or the total number of weekly hours they are available to work. This shall not be construed to mean preferential shifts.~~

13. ARTICLE 9 SENIORITY Section 9.15

Change to read:

Section 9.15 TRANSFERS. Transfers from one type of work to another or from one store to another will be made for justifiable reasons and will not be punitive or used for the purpose of discriminating against any employee.

Employees may request a transfer by indicating in writing their desire to relocate to another store. These written requests for a transfer must be sent to the ~~Labor Relations~~/Human Resources Department prior to August 1<sup>st</sup> and February 1<sup>st</sup> of each year **and that request will be valid for one (1) full year from that time** ~~for the succeeding six (6) month period~~ and must include which store(s) the employee is requesting a transfer to. While placement on this list does not guarantee an employee will be granted a transfer, the Company will give consideration to those employees on the list before making their final decision. In a situation where more than one employee is qualified and assuming all things are equal, seniority will be the determining factor.

**EFFECT: This will require employees to submit a transfer request form once per year instead of twice per year to inform the Company of their desire for a transfer from their current store to another store. This will have a POSITIVE effect on employees.**

When the Company opens a new store where there are additional full-time openings, employees working forty (40) hours a week, who have advised the ~~Labor Relations~~/Human Resources Department or the Company in writing of their desire to transfer to a store nearer their home will be considered for such openings in accordance with seniority and availability.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

14. ARTICLE 12 – LEAVES OF ABSENCE Section 12.10

Change to read:

COLLEGE CASUAL. The following is the procedure for classifying employees with six (6) months or more of service who attend college to remain as an active employee while continuing to perform work on an irregular basis:

Work on irregular basis is defined as:

1. Some weekends only
2. During holiday breaks
3. During the summer

Employees wishing to be so classified must complete a Company-authorized form and return to their Store Manager no later than two (2) weeks prior to their last day of work before leaving for college. The Store Manager will forward the form to the Human Resources Department and the employee will then be classified as a “Casual College Store Employee”. **Once each year, The the** Human Resources Department will notify the Union of each employee so classified.

**EFFECT: This is administrative and will have no effect on employees.**

These employees, as long as they have performed work during the past twelve (12) months, will continue to be treated as “active” employees and will not be required to complete any employment forms when they perform work on an irregular basis as defined above. Should they not work during any consecutive twelve (12) month period they will be terminated and treated as newly hired employees should they re-apply for employment in the future.

These employees will retain their original date of hire only for the purposes of vacation, Sunday premium entitlement, holiday premium entitlement and eligibility for holiday pay (except if they terminate under the provisions of this Section), but will not retain their original seniority within the bargaining unit. They will be entitled to the privileges of seniority and other provisions of the Labor Agreement based on their then current continuous length of employment in accordance with the Labor Agreement. Hours worked will continue to accumulate for purposes of wage increases in accordance with the provisions outline in Schedule “A” – Wages and the Supplemental Agreements attached to the Labor Agreement.

“Casual College Store Employees” may be so classified for a period of time not to exceed five (5) years. After five (5) years these employees, if not again working on a regular basis, will be terminated.

15. ARTICLE 13 – SICK DAYS

Change to read:

On January 1 of each year, employees who were paid one thousand eight hundred seventy-two (1872) hours or more in the prior calendar year will be granted two (2) sick days.

Employees with one (1) or more years of service who normally work thirty-six (36) or more hours per week who were on an approved leave of absence during the prior calendar year will be afforded the sick days should they average thirty-six (36) or more hours per week for the weeks actually worked.

All **unused** sick days will be paid off in the first full week of December each year. However, employees have the option to use sick days as personal holidays in accordance with the procedure outlined in Section 16.1.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Employees ~~who have been absent due to illness~~, who are not eligible for sick days as described in the preceding paragraphs, but who are eligible for and participating in health care benefits will be granted twenty four (24) **[effective (insert date of ratification), thirty-six (36) hours]** hours per calendar year ~~in lieu of sick days~~ for the purposes of Health and Welfare contributions only. Employees will notify the Human Resources/~~Labor Relations~~ department with the request for contributions to be made to maintain eligibility for health care benefits.

**EFFECT: Company has agreed to modify to improve the language as follows;**

- 1. remove restriction that hours can only be used when an employee calls in sick,**
- 2. Increased the number of hours from 24 to 36 that can be used throughout the year to maintain health care benefits.**

**This will have a POSITIVE effect on employees.**

**Company’s proposal from September 26<sup>th</sup> rejected by Schnucks employees.**

16. ARTICLE 14 – FUNERAL LEAVE

Change to read:

In the event of the death of a parent, grandparent, grandchild, brother, sister, spouse, same-sex domestic partner, son, daughter or present mother-in-law, father-in-law, brother-in-law, sister-

in-law, present step-father, present step-mother of an employee with six (6) months or more of service or other relative residing with the employee, the Company will grant a leave of absence from day of death until and including the day of the funeral, not to exceed three (3) days with pay for scheduled working days, provided the employee attends the funeral. In the case of son-in-law or daughter-in-law not living with the employee, one (1) day will be given off, that day being the day of the funeral. The employee shall not be paid beyond the date of the funeral.

~~In the event the State an employee resides in legally recognizes the marriage of sSame sex partners, they will be considered equivalent to spouses for purposes relative to funeral leave.~~

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

**The Company’s proposal to eliminate holiday premium pay for new hires has been withdrawn. HOLIDAY PREMIUM FOR WORK ON HOLIDAYS STAYS.**

**The Company’s proposal to eliminate requirements for Sunday and holiday scheduling has been withdrawn. CURRENT SUNDAY AND HOLIDAY SCHEDULING REQUIREMENTS STAYS.**

17. ARTICLE 16 – SUNDAYS AND HOLIDAYS Section 16.2

Clean-up:

Full-time employees shall be paid eight (8) hours holiday pay {ten (10) hours holiday pay for employees working a schedule of four (4) ten (10) hour shifts.} All part-time eligible employees shall receive holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with the following schedule:

Under 833 hours .....	3 hours pay
833 hours through 1,248 hours .....	4 hours pay
1,249 hours through 1,456 hours .....	5 hours pay
1,457 hours through 1,664 hours .....	6 hours pay
1,665 hours through 1,872 hours .....	7 hours pay
Over 1,872 hours .....	8 hours pay

~~Effective January 1, 2015 the above table will be replaced with the following:~~

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Under 1,249 hours .....	4 hours pay
1,249 hours through 1,456 hours .....	5 hours pay

1,457 hours through 1,664 hours . . . . 6 hours pay  
1,665 hours through 1,872 hours . . . . 7 hours pay  
Over 1,872 hours . . . . . 8 hours pay

18. ARTICLE 16 – SUNDAYS AND HOLIDAYS Section 16.7

Change to read:

Section 16.7 Employees ~~retiring under the United Food and Commercial Workers Union Local 655 Food Employers Joint Pension Plan~~ shall be entitled to earned personal holidays due but not taken in the calendar year in which they ~~retire~~ **terminate employment**.

**Any employee who is discharged for dishonesty or does not give at least one (1) weeks’ notice shall forfeit all personal holiday rights.**

**EFFECT: Currently personal holidays are “use it or lose it” unless the employee retires under the UFCW Local 655 pension Fund. This will allow employees who are not terminated for dishonesty and who give proper notice to the Company to be paid out any unused personal holidays. This will have a POSITIVE effect on employees.**

19. ARTICLE 17 VACATIONS Section 17.1 B

Change to read:

Employees shall be eligible for vacation with pay according to the following schedule:

Any employee who has completed one (1) year of continuous employment as of January 1 is entitled to one (1) week vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed three (3) years of continuous employment as of January 1 is entitled to two (2) weeks vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed seven (7) years of continuous employment as of January 1 is entitled to three (3) weeks vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed fifteen (15) years of continuous employment as of January 1 is entitled to four (4) weeks vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed twenty (20) years of continuous employment as of January 1 is entitled to five (5) weeks vacation with pay to be taken any time during the following twelve (12) months.

**Part-time employees hired after January 1, 2002, shall be eligible for vacation in accordance with the above with a maximum of three (3) weeks of paid vacation. These employees will continue to earn time off, without pay, to be taken in full-week increments according to the schedule above.**

**EFFECT: Part time employees hired after January 1, 2002 would be capped at three (3) weeks of paid vacation no matter how long they have worked for the Company. Company's proposal from September 26<sup>th</sup> rejected by Schnucks employees has been modified to allow current vacation eligibility but cap payment at 3 weeks for employees hired after January 1, 2002. Prior proposal capped at 2 weeks maximum time off and pay.**

20. ARTICLE 17 VACATIONS Section 17.2

Change to read:

Section 17.2 Vacations may be scheduled throughout the year, except for three (3) weeks per year during which no vacations may be taken. ~~Effective with the calendar year 2015, the~~ **The** Company shall determine by department which weeks to block and only those employees whose home department is blocked will be prohibited from taking vacation on the blocked weeks. The Company also retains the right to limit vacations for an additional three (3) weeks per year in which no more than five (5) employees per store may take vacations. The Company shall determine by store, the number of employees, by department (produce, grocery, checking, etc.), who may be away on vacation during weeks which are not blocked or limited, subject to the operational needs of the business.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

**Company's proposal from September 26<sup>th</sup> rejected by Schnucks employees to block an additional week for vacation usage has been withdrawn. CURRENT VACATION RESTRICTIONS STAYS.**

The Company will notify the employees and the Union which weeks are to be blocked or limited in accordance with the above prior to the posting of the vacation schedule each year. Vacation schedules shall be posted by December 1st and vacations selected by January 15th of each year. The completed vacation schedule shall be posted by February 15th of each year. Vacations shall be selected by date of hire.

Employees who fail to select vacations by January 15<sup>th</sup> will select on a first come first served basis.

Employees may request, two (2) weeks in advance, to be paid for unscheduled vacation throughout the year in accordance with the following:

~~Employees with three (3) or four (4) weeks vacation — up to one (1) week will be paid.~~

~~Employees with five (5) or six (6) weeks vacation — up to two (2) weeks will be paid.~~

~~Effective January 1, 2015, the above two sentences will be replaced with the following:~~

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Employees with three (3) or more weeks of vacation – up to two (2) weeks will be paid.

No vacations can be carried over from year to year.

21. ARTICLE 17 VACATIONS Section 17.5

Clean up:

~~Section 17.5 All unused vacation will be paid no later than February 15<sup>th</sup> of each year.~~

~~Effective January 1, 2015, the above sentence will be replaced with the following:~~

~~Effective January 1, 2016, u~~**Unused** vacation from the prior calendar year, up to one (1) week, will be paid no later than January 31<sup>st</sup> of each year.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

22. ARTICLE 17 VACATIONS Section 17.6

Clean up:

Section 17.6 Leaves of absence for illness and/or injury of ninety (90) days or less in a calendar year shall not affect vacations. Such leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one quarter (¼). Such leaves of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one half (½). Such leaves of more than two hundred seventy (270) days shall disqualify an employee for vacations.

In the event an employee is off work because of an on-the-job injury of ~~one hundred twenty (120) [effective June 11, 2014 one hundred eighty (180)]~~ days or less, the Company shall count all time off as time worked for the purpose of computing vacation pay. In the event an employee is off work because of an on-the-job injury over ~~one hundred twenty (120) [effective June 11, 2014 one hundred eighty (180)]~~ days, the above formula shall apply.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

23. ARTICLE 17 VACATIONS Section 17.9

Clean up:

Section 17.9 Any employee who is laid off or quits after the employee's anniversary date shall be entitled to earned vacation due, but not taken. In addition, any employee with three (3) years of service shall be entitled to pro-rata vacation pay based on one-twelfth (1/12) for each full month worked past January 1 of that year. Any employee who is discharged for dishonesty or does not give at least one (1) week's of notice shall forfeit all vacation rights.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

24. ARTICLE 18 HEALTH AND WELFARE

Change to read:

Section 18.1 The Company shall continue to pay **four dollars and thirty cents (\$4.30)** ~~three dollars and ninety-seven cents (\$3.97)~~ per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

**Effective January 1, 2017, for hours paid in December 2016; the Company shall pay four dollars and sixty-five cents (\$4.65) per hour.**

**Effective June 1, 2017, for hours paid in May, 2017, the Company shall pay four dollars and eighty cents (\$4.80).**

**Effective June 1, 2018, for hours paid in May, 2018, the Company shall pay four dollars and ninety cents (\$4.90).**

~~Effective June 1, 2014, for hours paid in May, 2014, the Company shall pay four dollars and ten cents (\$4.10) per hour.~~

~~Effective June 1, 2015, for hours paid in May, 2015, the Company shall pay four dollars and thirty cents (\$4.30) per hour.~~

**EFFECT: The above rates are not adequate to maintain the current level of benefits. These rates would require adjustments to benefits.  
\*Based on data requested by the Company from the Segal Company.**



**CHANGE from September 26<sup>th</sup> proposal rejected Schnucks employees. The Company's has added additional cents to the contribution rate resulting in the following;**

- 1. RETENTION OF COVERAGE FOR PART-TIME EMPLOYEES,**
- 2. RETENTION OF FAMILY COVERAGE AT 32 HOUR PER WEEK AVERAGE,**
- 3. lesser reduction of co-insurance in Plan "A", "B" and "C",**
- 4. lesser increased deductibles for medical and prescriptions,**
- 5. lesser increased Out of Pocket Maximums,**
- 6. retention of vision, dental, life insurance and disability for Plan C.**

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

Section 18.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of ten dollars (\$10.00); [(**effective January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, thirty dollars (\$30.00); effective January 1, 2019, forty dollars (\$40.00)**)] per week to the Welfare Fund for spousal coverage.

**EFFECT: This will increase the weekly cost share for employees.**

**CHANGE from September 26<sup>th</sup> proposal rejected Schnucks employees. Additional increases in June of 2017 and 2018.**

Section 18.3 All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Company. Such deductions shall be as follows:

~~Effective January 1, 2015, weekly deductions shall be as follows:~~

	Plan A		Plan B		Plan C	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$20.00	\$24.00	\$13.00	\$17.00	\$8.00	\$12.00
Employee + Child(ren)	\$24.00	\$28.00	\$17.00	\$21.00	\$12.00	\$16.00
Employee + Spouse*	\$24.00	\$28.00	\$17.00	\$21.00	\$12.00	\$16.00
Family*	\$28.00	\$32.00	\$21.00	\$25.00	\$16.00	\$20.00

~~Effective January 1, 2016, w~~Weekly deductions shall be as follows:

	Plan A		Plan B		Plan C	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$24.00	\$28.00	\$15.00	\$19.00	\$10.00	\$14.00

October 27, 2016

Employee + Child(ren)	\$28.00	\$32.00	\$19.00	\$23.00	\$14.00	\$18.00
Employee + Spouse*	\$28.00	\$32.00	\$19.00	\$23.00	\$14.00	\$18.00
Family*	\$32.00	\$36.00	\$23.00	\$27.00	\$18.00	\$22.00

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Effective January 1, 2017, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$25.25	\$29.50	\$15.75	\$20.00	\$10.50	\$14.75
Employee + Child(ren)	\$29.50	\$33.50	\$20.00	\$24.25	\$14.75	\$19.00
Employee + Spouse*	\$29.50	\$33.50	\$20.00	\$24.25	\$14.75	\$19.00
Family*	\$33.50	\$37.75	\$24.25	\$28.25	\$19.00	\$23.00

Effective January 1, 2018, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$26.50	\$31.00	\$16.50	\$21.00	\$11.00	\$15.50
Employee + Child(ren)	\$31.00	\$35.25	\$21.00	\$25.50	\$15.50	\$20.00
Employee + Spouse*	\$31.00	\$35.25	\$21.00	\$25.50	\$15.50	\$20.00
Family*	\$35.25	\$39.75	\$25.50	\$29.75	\$20.00	\$24.25

Effective January 1, 2019, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$27.75	\$32.50	\$17.25	\$22.00	\$11.50	\$16.25
Employee + Child(ren)	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00
Employee + Spouse*	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00
Family*	\$37.00	\$41.75	\$26.75	\$31.25	\$21.00	\$25.50

**EFFECT: This will increase the weekly cost share for employees. This will have a negative effect on employees.**

**CHANGE from September 26<sup>th</sup> proposal rejected Schnucks employees. Premium share adjustments equal \$1.25 per week increases each year for Plan "A" participants, \$1.00**

per week increases each year for Plan “B” participants, and 50¢ per week increases each year for Plan “C” participants. Smokers have slightly higher increases.

\* Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of ten dollars (\$10.00); [(effective **January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, thirty dollars (\$30.00); effective January 1, 2019, forty dollars (\$40.00)**] per week to the Welfare Fund for spousal coverage.

**EFFECT: This will increase the weekly cost share for employees. This will have a negative effect on employees.**

**CHANGE from September 26<sup>th</sup> proposal rejected Schnucks employees. Additional increases in June of 2017 and 2018.**

**Plan D**

Effective	01/01/17		01/01/18		01/01/19	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$2.00	\$6.00	TBD	TBD	TBD	TBD
Employee + Child(ren)	\$5.00	\$9.00	TBD	TBD	TBD	TBD
Employee + Spouse	\$5.00	\$9.00	TBD	TBD	TBD	TBD
Family*	\$10.00	\$14.00	TBD	TBD	TBD	TBD

**EFFECT: This would create a lower level of benefits for new hires, but would allow current participants to opt to a higher deductible Plan of benefits with a lower weekly premium share.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. May be attractive to low utilizers of health care benefits because of the lower weekly premium s proposal hare.**

An employee who elects to decline coverage and not to pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee’s declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

~~Effective on enrollment for January 1, 2015, and thereafter,~~ **e**Employees will elect in writing the “Plan” of benefit coverage they will participate in from among the “Plans” that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, or no coverage) unless the employee

notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

~~Effective on enrollment for January 1, 2015, and thereafter, e~~**Employees** will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage prospectively any time by submitting a request in writing.

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan C at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

Section 18.4 ~~The Company shall not be required to make contributions on behalf of all employees for the first twelve (12) months of employment. The parties agree that the obligation to contribute begins on the first day of the thirteenth (13<sup>th</sup>) month of employment, with the first month being defined as the month in which the employee works his/her first hour.~~

~~Example: An employee first works an hour for a contributing employer on July 25, 2011. The Company's obligation begins with hours worked on and after July 1, 2012.~~

~~Effective upon ACA requirements, the above two paragraphs will be null and void and replaced with the following two paragraphs:~~

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

The Company shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins

on the first day of the twelfth (12<sup>th</sup>) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2015. The Company's obligation begins with hours worked on and after June 1, 2016.

Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.

#### Section 18.5

An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Additionally, to be eligible for coverage under the ERIP program an employee's last day of employment must be in one of the following months: January, February, March, April, August, September, and October. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

Section 18.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 18.7 The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

## 25. ARTICLE 19 PENSIONS

Change to read:

Section 19.1 Subject to the terms of this Article, the Company shall continue to pay **eighty cents (80¢)** ~~eighty nine cents (89¢)~~ **[effective January 1, 2017, one dollar and twelve cents (\$1.12)]** per hour for all hours paid with a maximum of forty (40) hours for all employees covered by this Agreement, into the Company-Union Pension Fund, which shall be jointly administered by the Union and the Company as provided in an agreement establishing such Pension Fund.

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. Contribution rate has been increased to ensure current level of retirement benefits for existing and new participants with the "40 and out" provision ending June 1, 2017. CURRENT MULTIPLIER FOR RETIREMENT BENEFITS STAYS.**

~~Effective June 1, 2014, for hours paid in May, 2014, the Company will pay eighty cents (80¢) per hour.~~

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Refer to the “Pension and Health & Welfare Interpretation Rules Addendum”, which is attached hereto and incorporated by reference as if fully set out herein.

26. ARTICLE 22 - STORE CLOSING Section 22.1

Clean up:

Section 22.1 In the event the Company closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) weeks **of** pay for each year of continuous service commencing with the third (3<sup>rd</sup>) year of continuous service for employees averaging twenty-five (25) or more hours per week and the fifth (5<sup>th</sup>) year for employees averaging less than twenty-five (25) hours per week up to but not to exceed eight (8) weeks **of** pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee, will receive pro-rata severance pay for that year as follows:

- 0 - 3 months equals twenty-five percent (25%) of a weeks **of** pay.
- 3 - 6 months equals fifty percent (50%) of a weeks **of** pay.
- 6 - 9 months equals seventy-five percent (75%) of a weeks **of** pay.
- Over nine (9) months equals one (1) weeks **of** pay.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

27. ARTICLE 24 - TERM OF CONTRACT

Change to read:

THIS AGREEMENT shall continue in full force and effect from ~~May 13, 2013~~ **May 9, 2016**, through ~~May 8, 2016~~ **May 12, 2019**, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

**EFFECT: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

It is further provided that any improvements, changes or amendments, unless otherwise provided for in the new Agreement, shall become effective on the day following the expiration date of the old Agreement provided there has not been a work stoppage.

28. SCHEDULE "A" - WAGES

Change to read:

Employees presently employed who have been in the employ of the Company for the following designated periods of time shall receive these minimum wages during the life of this Agreement.

**All Department Managers and full-time clerks at the full-time thereafter rate or higher as of (insert date of ratification), will receive a cash payment of six hundred dollars (\$600.00), less deductions required by law. These cash payments will be made no later than [three (3) weeks from date of ratification].**

**All part-time clerks at the part-time thereafter rate or higher as of (insert date of ratification), will receive a cash payment of three hundred dollars (\$300.00), less deductions required by law. These cash payments will be made no later than [three (3) weeks from date of ratification].**

**EFFECT: The employees in this category have not had a wage increase since November 2015. A bonus does not meet the needs of increased cost of living.**

A. Department Managers

Effective:	<u>Current</u>	<u>05/09/16</u>	<u>11/06/17</u>	<u>11/05/18</u>
Grocery Manager	20.70	20.70	<b>20.90</b>	<b>21.20</b>
Customer Service Manager	20.70	20.70	<b>20.90</b>	<b>21.20</b>
Produce Manager	20.61	20.61	<b>20.81</b>	<b>21.11</b>
Head Cashier	19.70	19.70	<b>19.90</b>	<b>20.20</b>
Dairy Manager	19.70	19.70	<b>19.90</b>	<b>20.20</b>
Dairy/Frozen Manager	19.70	19.70	<b>19.90</b>	<b>20.20</b>
Frozen Food Manager	19.70	19.70	<b>19.90</b>	<b>20.20</b>
<del>GM</del> <b>Non Foods</b> Manager	16.90	16.90	<b>17.10</b>	<b>17.40</b>
Bakery Manager	16.90	16.90	<b>17.10</b>	<b>17.40</b>
<del>Video Manager</del>	<del>16.00</del>			
Floral Manager	16.00	16.00	<b>16.20</b>	<b>16.50</b>
Salad Bar Manager	16.00	16.00	<b>16.20</b>	<b>16.50</b>



Bulk/Nutrition Manager	16.00			
Gourmet Manager	16.00			
Snack Bar Manager	16.00			
Specialty <b>Department</b> Manager	16.00	16.00	<b>16.20</b>	<b>16.50</b>
Nutrition Manager	16.00			

**EFFECT: Wage increases are less than cost of living. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare premium share increased and offset a portion of any wage increase. In effect employees take home pay will be reduced before they get a raise.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has increased the wage proposal by 10¢ in 2018.**

Receivers, Night Managers, Party Center Managers and Scan Coordinators will receive twenty-five cents (25¢) per hour over their base hourly rate of pay.

**Certified Trainers will receive fifty-cents (.50 ¢) per hour over this base hourly rate of pay for hours worked when they are assigned by the Company to train.**

**This will guarantee employees that are certified by the company to train new hires a premium pay of fifty-cents (.50 ¢) only for the hours of their shift the are training. This will have a POSITIVE effect on employees.**

**Department Managers at rates higher than those posted above will receive a twenty cent (20¢) increase effective November 6, 2017 and a thirty cent (30¢) increase on November 5, 2018.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. Employees above the “Thereafter” rate also get the wage increases listed in 2017 and 2018.**

**B. Salaried Department Managers**

At the Company’s option, and with the employee’s consent, an employee may be appointed to a salaried position in addition or in lieu of the above-mentioned Grocery Manager and Customer Service Manager classifications. The Grocery Manager’s and Customer Service Manager’s salary shall be:

Effective:	<u>Current</u>	<u>05/09/16</u>	<u>11/06/17</u>	<u>11/05/18</u>
Weekly Salary	923.00	923.00	<b>932.00</b>	<b>945.00</b>
Sunday	270.00	270.00	<b>273.00</b>	<b>276.50</b>
Sunday (½ day)	135.00	135.00	<b>136.50</b>	<b>138.25</b>

**EFFECT: Wage increases are less than cost of living. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare**



**premium share increased and offset a portion of any wage increase. In effect employees take home pay will be reduced before they get a raise.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has increased the wage proposal equivalent to 10¢ in 2018. Salaried employees will continue to receive a premium for working on Sunday.**

C. Clerks

Full-time employees ~~hired after June 19, 1991~~

Effective:	<u>Current</u>	<u>Monday following DOR</u>	<u>11/06/17</u>	<u>11/05/18</u>
1st 520 hours	11.25	11.25		
Next 520 hours	11.50	11.50	11.50	
Next 520 hours	12.00	12.00	12.00	12.00
Next 520 hours	12.50	12.50	12.50	12.50
Next 520 hours	13.00	13.00	13.00	13.00
<b>Next 520 hours</b>		<b>13.50</b>	<b>13.50</b>	<b>13.50</b>
<b>Next 520 hours</b>		<b>14.00</b>	<b>14.00</b>	<b>14.00</b>
<b>Next 520 hours</b>		<b>14.50</b>	<b>14.50</b>	<b>14.50</b>
<b>Next 520 hours</b>		<b>15.00</b>	<b>15.00</b>	<b>15.00</b>
Thereafter/Next 520 hours	15.55	15.55	15.55	<b>15.55</b>
<b>Thereafter/Next 520 hours</b>			<b>15.75</b>	<b>15.75</b>
<b>Thereafter</b>				<b>16.05</b>

**EFFECT: Wage increases are less than cost of living. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare premium share increased and offset a portion of any wage increase. In effect employees take home pay will be reduced before they get a raise.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has increased the wage proposal by 10¢ in 2018.**

**Full-time clerks above the thereafter rate will receive a twenty cent (20¢) increase effective November 6, 2017 and a thirty cent (30¢) increase on November 5, 2018.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. Employees above the “Thereafter” rate also get the wage increases listed in 2017 and 2018.**

**CHANGE from September 26<sup>th</sup> proposal. The Company has withdrawn its proposal for a new full-time wage scale topping at \$14.00.**

Employees who ~~were~~ **have been** full-time ~~prior to September 5, 2007~~ **more than two (2) years** and who are subsequently reduced below full-time will retain the employee's rate of pay.

Full-time employees who have been full-time less than two (2) years, who voluntarily reduce themselves to part-time status will have their pay reduced three full-time brackets but not below the initial full-time rate of pay ~~of eleven dollars and twenty five cents (\$11.25)~~. Employees will remain at that rate plus any contract increases until they once again attain full-time status at which time they will return to their previous full-time rate plus any contract increases.

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Employees who are assigned as Designated Assistant Department Managers and who have been full-time less than two (2) years and are reduced to part-time status will have their pay reduced to the initial full-time rate of pay ~~of eleven dollars and twenty five cents (\$11.25)~~. Such employees will continue to receive contract increases until they once again attain full-time status at which time they will return to their previous full-time bracket rate plus any increases.

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Part time Employees hired after June 19, 1991 and before October 31, 2003.

Dierbergs	<u>Current</u>
Effective:	
<del>1st 520 hours</del>	<del>-7.65</del>
<del>Next 520 hours</del>	<del>-7.70</del>
<del>Next 520 hours</del>	<del>-7.95</del>
<del>Next 520 hours</del>	<del>-8.50</del>
<del>Next 520 hours</del>	<del>-9.00</del>
<del>Next 520 hours</del>	<del>-9.25</del>
<del>Next 520 hours</del>	<del>-9.50</del>
<del>Next 520 hours</del>	<del>-9.75</del>
<del>Next 520 hours</del>	<del>-9.95</del>
Thereafter	10.85

**Effect: This is considered contract clean up. It removes contract language that is either no longer relevant or is outdated contract language and does not have a positive or negative effect on employees.**

Part-time Employees hired on or after October 31, 2003.

Effective:	<u>Current</u>	<u>Monday</u> <u>following DOR</u>	<u>11/06/17</u>	<u>11/05/18</u>
1st 1040 hours	7.65			
Next 1040 hours	7.70			
Next 1040 hours	7.95			
Next 1040 hours	8.50	<b>8.50*</b>	<b>8.75*</b>	
Next 1040 hours	9.00	<b>9.00*</b>	<b>9.00*</b>	<b>9.00*</b>
Next 1040 hours	9.25	<b>9.25**</b>	<b>9.25**</b>	<b>9.25*</b>
Next 1040 hours	9.50	<b>9.50**</b>	<b>9.50**</b>	<b>9.50**</b>
Next 1040 hours	9.75	<b>9.75</b>	<b>9.75</b>	<b>9.75**</b>
Next 1040 hours	9.95	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Next 1040 hours</b>		<b>10.25</b>	<b>10.25</b>	<b>10.25</b>
<b>Next 1040 hours</b>		<b>10.50</b>	<b>10.50</b>	<b>10.50</b>
<b>Next 1040 hours</b>		<b>10.75</b>	<b>10.75</b>	<b>10.75</b>
Thereafter/Next 1040 hours	10.85	<b>11.00</b>	<b>11.00</b>	<b>11.00</b>
<b>Thereafter/Next 1040 hours</b>			<b>11.20</b>	<b>11.20</b>
<b>Thereafter</b>				<b>11.50</b>

\* 1<sup>st</sup> and 2<sup>nd</sup> brackets are 260 hours  
 \*\* 3<sup>rd</sup> and 4<sup>th</sup> brackets are 520 hours  
 Brackets following are 1040 hours

Employees at the rates of \$8.50 through \$9.50 as of (insert date of ratification), will have any hours accumulated at their current rate applied to the new rate to reach the next bracket.

Part-time clerks between the rates of 10.85 and \$11.00 as of (insert date of ratification) will move to the \$11.00 rate effective (insert Monday following date of ratification).

Part-time clerks above the thereafter rate will receive a twenty cent (20¢) increase effective November 6, 2017 and a thirty cent (30¢) increase on November 5, 2018.

**EFFECT: Starting rates remain less than area standards. Although the time to get raises are lessened initially, an extra 1040 bracket has been added. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare premium share increased and offset a portion of any wage increase.**

The Company has:  
 Increased the starting wage rate.  
 Employees above the “Thereafter” rate also get the wage increases listed in 2017 and 2018.

D. Courtesy Clerks

Effective:	<u>Current</u>	<u>Monday following DOR</u>	<u>11/06/17</u>	<u>11/05/18</u>
1st 1040 hours	7.65			
Thereafter (1 <sup>st</sup> 260 hours)	7.75	<b>7.75</b>	<b>7.85</b>	
<b>Thereafter (1<sup>st</sup> 260 hours)</b>		<b>7.85</b>	<b>8.00</b>	<b>8.15</b>
<b>Next 260 hours</b>				<b>8.30</b>
<b>Thereafter</b>				<b>8.50</b>

**Courtesy Clerks above the thereafter rate will receive a ten (10¢) increase effective (insert Monday following DOR), a fifteen cent (15¢) increase effective November 6, 2017 and a fifteen cent (15¢) increase effective November 5, 2018.**

**EFFECT: Rates remain less than area standards. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare premium share increased and offset a portion of any wage increase. In effect employees take home pay will be reduced before they get a raise.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has added increases for courtesy clerks above the “Thereafter” rate.**

E. The duties of a Courtesy Clerk are confined to: bagging, carrying customers' purchases, handling bascart, parcel pickup, sorting of empty beverage containers, sweeping and mopping store, and returning merchandise left in the check stands to the shelves.

In the event of a proven violation of this Agreement with respect to the duties and use of the Courtesy Clerk classification, the aggrieved employee shall be paid the Clerk rate of pay for all hours worked that week and will be elevated to a Clerk with a seniority date of that date and shall remain in that classification.

In the event of a second violation in the same store of the Company within a six (6) month period (following the first violation), the Union may advise the Company, in writing, that the classification of Courtesy Clerk in that store is terminated for a period of six (6) months; and that all employees in the Courtesy Clerk classification will be reclassified as of the first (1st) day of the next pay period to the appropriate Clerk rate, and remain in this classification.

A violation is constituted when work, other than proper duties for Courtesy Clerk, is by the direction of Management and/or work that is done with Management's knowledge.

The parties have agreed that the above duties of the Courtesy Clerk may be expanded to maintain shelf and display conditions (i.e. face, level, condition, pull cardboard) once the

product has been initially stocked by a Clerk. No full-time employee shall have their hours reduced as a result of this provision.

F. All stores will have a Grocery Manager, Produce Manager, Head Cashier, and a Dairy Manager or Dairy/Frozen Manager.

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has withdrawn its proposal to eliminate and a Dairy Manager or Dairy/Frozen Manager. CURRENT LANGUAGE STAYS.**

Designated Assistant Department Managers may be appointed in accordance with one (1) Designated Assistant Department Manager for every forty (40) bargaining unit or portion thereof. For example:

Number of Bargaining Unit <u>Employees</u>	Number of Designated Assistant <u>Department Managers</u>
0 – 39	0
40 – 79	1
80 – 119	2
120 – 159	3
160 - 199	4
etc.	etc.

The Company may assign these Assistant Department Managers based on the operational needs of the business.

Designated Assistant Department Managers will be paid fifteen cents (15¢) per hour over their base rate of pay.

G. When an employee relieves a Department Manager for a period of three (3) days or longer of the manager’s five (5) day schedule, the employee shall be paid the Department Manager's contract rate of pay for those days.

H. Employees receiving in excess of the above scales shall not have their pay decreased because of this Agreement.

I. Employees hired above the starting rate of pay or moved to a higher bracket will progress to the next pay bracket upon completion of the required hours.

J. The Company may provide an optional profit participation plan in the future.

K. The Company, at its discretion and with notice to the Union, may institute motivational incentive programs with monetary or other rewards. The programs may be for any group of employees and may commence or be discontinued at any time.

L. The Company agrees that during the term of this Agreement they will maintain the wage rates at a level which is at least fifteen cents (15¢) higher than the Federal Minimum Wage.

**Note: Employees whose wages are outlined in the Letter of Understanding items 14 and 15 will receive the same cash payments and rate increases on the same dates as outlined above.**

**EFFECT: Wage increases are less than cost of living. With the wage proposal employees will not receive a raise for two (2) years and will have had their health & welfare premium share increased and offset a portion of any wage increase. In effect employees take home pay will be reduced before they get a raise.**

**CHANGE from September 26<sup>th</sup> proposal rejected by Schnucks employees. The Company has increased the wage proposal by 10¢ in 2018.**

29. Agreed to change Supplemental Agreements and Letter of Understanding titles to eliminate references to Dierbergs.

30. LETTER OF UNDERSTANDING

Add the following:

Employee transfers without loss of seniority between UFCW Local 655 and other UFCW represented Dierbergs stores will be allowed where there are reciprocity agreements in place between UFCW Locals.

**EFFECT: This would allow employees that work for Dierbergs that are represented by other Collective Bargaining Agreements either with Local 655 or other UFCW Locals to transfer between stores and to maintain their seniority for scheduling, call-ins, days**

31. LETTER OF UNDERSTANDING

Add the following:

Regarding Section 8.4, the Company agrees that effective no later than the first pay period in January 2017, lunches for employees in the “perimeter” departments (i.e. bakery, floral, produce, salad bar, grocery, etc.) shall be discretionary with the exception of those employees working multiple departments that includes the Front End. Employees desiring to take a lunch shall comply with Section 8.4 of the Agreement. Furthermore, the Company agrees to meet with the Union, and up to five (5) bargaining unit members of the Union’s choice to discuss and consider allowing lunches to be discretionary within the Front End. The Company shall be represented by one or more members of the Operations department and a member of Human Resources. Such meeting will take place no later than March 31, 2017 and shall be held at a mutually agreeable location.

October 27, 2016

**EFFECT: This would allow employees in “perimeter” departments (i.e. bakery, grocery, etc.) to decide if they want to take an unpaid lunch or not unless they are scheduled a split shift which include a schedule as a checker or office cashier. Lunches will not be mandatory for perimeter departments after January 1, 2017. The Company is also required to meet with the Union to discuss if it would be operationally possible to allow employees that work as checkers, office cashiers and courtesy clerks to decide if they want to take an unpaid lunch or not..**

**This will have a POSITIVE effect on employees.**