

Letter of Understanding

Fricks Aquisiton

This Letter of Understanding is entered into by UFCW Union Locals 655 and 88 (the Unions) and Schnuck Markets, Inc. (the Company)

This Letter of Understanding provides for an agreement between the parties for covered employees in the Schnucks Stores located in Sullivan, MO; Union, MO; Washington, MO; Warrenton, MO; and Wentzville, MO.

- In order to provide uninterrupted service to our customers and staffing, employees working in the above listed stores may be assigned to work in any department within their home store, and if circumstances warrant, may be assigned to work in any department in a store other than their home store (limited to the stores listed above). The assignment of employees under this Letter of Understanding will be done for temporary needs due to reasons such as, but not limited to vacations, absences, leaves of absence, etc. In no event shall any one (1) assignment extend beyond thirteen (13) weeks, unless mutually agreed to by the parties.
- Given the size, volume and in order to provide uninterrupted service to our customers, within the Union and Sullivan stores only, employees may be assigned work as needed across all departments based on operational needs. In no event shall any bargaining unit employee suffer a reduction of hours as a result of the cross jurisdictional assignment.

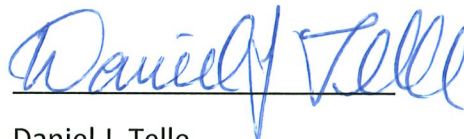
For UFCW Local 655



David Cook

Date: 9-22-22


For UFCW Local 88



Daniel J. Telle

Date: 9-21-2022

For Schnuck Markets, Inc.



Michael Forte

Date: 9/21/2022

ADDENDUM TO THE SCHNUCKS/UFCW LOCAL 655 METRO AGREEMENT
REGARDING THE
FRICK'S EMPLOYEES
AT ACQUIRED LOCATIONS
LOCAL 655

Schnuck Markets, Inc. and UFCW Local 655 have adopted the following rules to apply to the acquisition of Frick's locations by Schnucks. These rules have been adopted between Schnucks and U.F.C.W. Local 655 in regards to the operation of the stores in the Union, MO. and Sullivan, MO. markets.

It is understood by Schnucks and Local 655 that the terms of the current existing collective bargaining agreement between Schnucks and Local 655 remain in effect, unless modified herein.

1. Rather than being hired at the contract rate for new hires, former Frick's employees hired by Schnucks will be paid at least their current rate of pay with Fricks according to the rate schedule for the Union and Sullivan locations.
2. Former Frick's employees will be assigned a common hire date with Schnucks based on the timing of the acquisition.
3. Former Frick's employees will be ranked per their classification (FT/PT) and hire date with Fricks in regards to other former Fricks employees.
4. Rather than being considered a new employee for vacations, Fricks employee accruals for vacation will be according to their hire date with Fricks, according to the current Metro Local 655 agreement.
5. Rather than being considered a new employee for Health and Welfare purposes, Schnucks will start contributions immediately for former Fricks employees who were having contributions made on their behalf in September 2022.

Former Frick's employees hired by Schnucks who have a date of hire on or after October 1, 2021, will have their service with Frick's count towards the eleven-month waiting period before contributions begin.

All eligible Frick's employees will have benefits provided per Plan A, B, C or D based on their current election.

Cost sharing will be per the current Metro 655 Schnucks CBA effective January 1, 2024. Employee cost sharing will remain at \$20.00 per week until that time.

6. Schnucks will immediately commence Pension contributions on behalf of former Frick's employees hired by Schnucks who had a contribution made on their behalf for hours worked at Frick's in October 2022 ("immediately" is defined as the November payment for hours worked with Schnucks in October 2022).

Frick's employees who did not have a contribution made on their behalf for hours worked at Frick's in September 2022, will have contributions made in accordance with the current Metro CBA.

7. Schnucks will waive the six months of service requirement to be eligible for funeral leave.
8. Schnucks will waive the six months of service requirement to be eligible for jury duty.
9. Employees at these stores will be paid per the current Metro CBA for hours worked on Sundays and holidays.
10. Schnucks will waive the six months of service requirement to be eligible for national holidays for former Frick's employees who had six months or more of service with Frick's as of their hire date with Schnucks.
11. Employees working under this addendum will earn personal holidays beginning January 1, 2023, per the current Metro CBA.
12. Sections 9.7A and 9.7C of the current Metro CBA will not apply to acquired Frick's stores through January 31, 2023.
13. No former Frick's employees shall acquire any seniority rights until the employee has been employed by Schnucks for at least ninety (90) days.
14. Vendors and Schnucks employees other than members of UFCW Local 655 can perform bargaining unit work in the acquired stores from the time of the acquisition of Fricks to February 1, 2023.

For UFCW Local 655:



David Cook
President

Date: 8-22-22

For Schnuck Markets, Inc.

Mike Forte
Senior Director, Labor Relations

Date: _____

Department Managers

Effective:	<u>Current</u>	<u>DATE OF HIRE</u>	<u>05/08/23</u>	<u>05/13/24</u>
Center Store Manager	15.85	19.00	20.00	21.00
Customer Service Manager		19.00	20.00	21.00
Store Lead		17.50	18.50	19.50

All current Department Managers will receive a sixty-cent (60¢) increase upon acquisition.

Clerks

Full-time employees

Effective:	<u>Current</u>	<u>DATE OF HIRE</u>	<u>05/08/23</u>	<u>05/13/24</u>
1st 1040 hours	11.15			
Next 1040 hours	11.55			
Next 1040 hours/ 520 hours	12.00	12.00		
Next 1040 hours/ 520 hours	12.15			
Next 1040 hours/ 520 hours	12.30	12.50	12.50	
Next 1040 hours	12.45			
Next 1040 hours	12.60			
Next 1040 hours/ 520 hours	12.75	13.00	13.00	13.00
Next 1040 hours	12.90			
Next 1040 hours/ 520 hours		13.50	13.50	13.50
Thereafter/Next 1040 hours		14.00	14.00	14.00
Thereafter/Next 1040 hours		14.50	14.50	14.50
Thereafter/Next 1040 hours			15.50	15.50
Next 1040 hours				16.50
Next 2080 hours				17.00
Next 2080 hours				17.50

Full-time employees at the thereafter rate or above as of acquisition will receive a sixty cent (60¢) on that date.

Part-time employees

Effective:	<u>Current</u>	<u>DATE OF HIRE</u>	<u>05/08/23</u>	<u>05/13/24</u>
1st 1040 hours	11.15			
Next 1040 hours	11.55			
1st 1040 hours	12.00			
Next 1040 hours	12.15	12.25	12.25	
Next 1040 hours	12.30	12.50	12.50	12.50
Next 1040 hours	12.45			
Next 1040 hours	12.60			
Next 1040 hours	12.75	12.75	12.75	12.75
Next 1040 hours	12.90	13.35	13.35	13.35
Next 1040 hours			14.35	14.35
Thereafter				15.35

Part-time employees at the thereafter rate or above as of acquisition will receive a forty-five cent (45¢) on that date.

Courtesy Clerks

Effective:

Current

DATE OF
HIRE

05/08/23

05/13/24

Thereafter

11.15

12.00

12.00

12.25

All stores will have a Center Store Manager, and a Customer Service Manager.

All Fricks Department Managers in a department not required by this agreement shall remain in that classification. At such a time, that an employee retires, quits, or steps down, the Company shall not be required to replace that position.