

AGREEMENT

Between

THE KROGER EMPLOYER
OUT OF STATE MISSOURI STORES

AND

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 655

Effective

April 25, 2021

Through

April 25, 2026

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AGREEMENT

This Agreement has been entered into between The Kroger Co., hereinafter designated as the Employer and United Food & Commercial Workers Union, Local 655 of St. Louis, Missouri, chartered by the United Food & Commercial Workers International Union hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

1.1 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2. COVERAGE

2.1 The Union shall be the sole and exclusive bargaining agent for all grocery, meat and general merchandise employees in the stores of the employer as shown in Schedule "B" excluding store management, professional pharmacy department employees, security employees and all clerical employees not working in the sales and storage area.

2.2(a) In the cities listed in SCHEDULE "B", all work and services connected with all operations carried on at the premises of the Employer's retail establishments including but not limited to, the handling and selling of all merchandise, shall be performed only by employees within the unit as defined in this Agreement and by employees working for the first thirty-one (31) days of their employment, provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed, in whole or in part, by mutual agreement between the Employer and the Union.

2.2(b) The above described restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in regard to authorized vendors as agreed to between the Union and the Employer.

2.2(c) The Employer may utilize any vendor stock assistance that is available to the trade. It is further understood that the use of vendor assistance working in preparation of and assistance during seasonal changeovers and outdoor selling is permitted. No current employees will suffer a reduction in hours as a result of this change.

2.2(d) In the event the Employer contemplates the introduction of major technological change affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change before putting such change into effect.

In any discussions that are forthcoming as a result of technological change, both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time members of the bargaining unit (as of September 11, 1983) who may become displaced as a direct result of the technological change.

ARTICLE 3. SHOP CONDITION

3.1 All employees who are not members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor Management Relations Act of 1947 as amended.

3.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

3.3 The Employer may secure new employees from any source whatsoever. During the first sixty (60) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

3.4 The Employer and the Union agree that there shall be no discrimination against any employee for reasons of sex, race, creed, age, national origin, sexual orientation, gender identity, Union activities or affiliation, veteran, or disability in accordance with existing law.

ARTICLE 4. CHECKOFF

The Employer agrees to deduct initiation fees, union dues, and uniform assessments where lawful, uniformly required as a condition of acquiring or retaining membership in the union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is turned over to the Employer.

The Employer agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10th) day of each month, furnish to the Employer a list of member-employees and the amounts due therefore, including dues owing for the succeeding month.

The Employer will deduct Union dues and initiation fees on a weekly basis. The Employer shall, on or before the 10th day of the following month, remit such dues as authorized to the Union.

In the event no wages are then due the employee, or are insufficient to cover the required deduction, it shall be the responsibility of the Union to re-submit the amount due on the next regular monthly billing.

Once each month the Employer will submit to the Union a list of employees hired the previous month. The list will include the employee's name, Social Security number, store code, job code, and date of hire.

The Employer will deduct from the pay of the employees, who have certified in writing, a political deduction. The Employer agrees to make this deduction on a weekly basis. The Union shall furnish to the employer the amounts to be deducted on the regular monthly billing.

ARTICLE 5. MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish, post, and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided however, that this right shall be exercised with due regard for the rights of the employees, and provided further, that it will not be used for the purpose of discrimination against any employee.

ARTICLE 6. UNION REPRESENTATION

The Employer agrees to permit an authorized representative or officer of the Union to have free access to the stores at all hours when members of Local No. 655 are on duty to satisfy the Union that the terms of this Agreement are complied with, but such representative or officer shall not interfere with the duties of any of the said employees or the business of the Employer.

In the interest of promoting cooperative relations, all new employees will be introduced to the union steward within thirty (30) days after the new employee reports to work.

Store management will scan the entire weekly work schedule in a PDF format and email to the union representative every Friday by 2:00 p.m.

The Union shall have the right to designate a Union Steward for each store who shall have top ranking seniority (during the term of their office), irrespective of actual length of service, in case of layoffs and transfers.

The Union may appoint, where necessary, an assistant steward with the understanding that only the steward will have the top ranking seniority status.

ARTICLE 7. GRIEVANCE AND ARBITRATION

7.1 Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort made on the part of both parties to settle same promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Union Steward and/or Union Representative, or both, and the store manager or owner. Store Management shall make its decision known within two (2) working days thereafter. If the matter is not resolved in Step 1, it shall be referred to Step 2 within two (2) working days.

Step 2. By conference between the Union Representative and the owner or a supervisor of the Employer. The Employer shall make its decision known within three (3) working days thereafter. If the matter is not resolved in Step 2, it shall be reduced to writing and referred within three (3) working days to Step 3.

Step 3. By conference between an official or officials of the Union and a designated Representative of the Employer.

Step 4. In the event the last step fails to settle the complaint, it shall be referred within seven (7) working days to arbitration.

7.2 In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal union appeals to the Union's Executive Board.

7.3 The Employer and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within three (3) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after the receipt of the panel by both parties. The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties. The expenses of the arbitrator shall be paid for jointly. Should either party postpone a scheduled arbitration date, that party shall be responsible for any cancellation fee.

Such arbitrator shall not be empowered to add to, detract from or alter the terms of this Agreement.

7.4 The Employer may, at any time, discharge any worker for proper cause. The Union or the employee may file a written complaint with the Employer within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly. If the Employer and the Union fail to agree within five (5) days, it shall be referred to arbitration. Should the arbitrator determine that it was an unfair discharge, the Employer shall abide by the decision of the arbitrator.

7.5 Grievances must be taken up promptly. No grievance will be considered, discussed, or become arbitrable which is presented later than seven (7) days after such has happened.

7.6 The Employer shall have the right to call a conference with a Union Steward or officials of the Union for the purpose of discussing grievances, criticisms, or other problems.

7.7 Grievances will be discussed only through the outlined procedures; except that by mutual agreement between the Union and the Employer, the time limits may be waived.

7.8 There shall be no lockout or cessation of work pending the decision of the arbitrator.

ARTICLE 8. UNAUTHORIZED ACTIVITIES

During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

The failure of any employee to cross or work behind a lawful, primary labor picket line which has been officially recognized by the St. Louis Labor Council and/or the United Food and Commercial Workers International Union shall not constitute a violation of this Agreement.

ARTICLE 9. OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 10. WAGES

10.1 Rates of pay and pay schedules as set forth in Wage SCHEDULES "A", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked. All wages, benefits, or other terms of this Agreement are intended to be minimums, and the Employer may place into effect wages, benefits, or other terms that exceed these minimums and may reduce the same to the minimums herein prescribed by mutual agreement between the Employer and the Union.

10.2 Payment for time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

10.3 If an employee relieves on a job with a higher rate of pay for one (1) week or more, he will be entitled to the contract rate of pay for that job.

10.4 All stores shall have a Grocery Department Manager, Produce Department Manager, and Front End Department Manager.

10.5 Travel time for mandatory Employer meetings will be reimbursed at the rate of one (1) hour straight time pay (or fraction thereof) for each minimum sixty (60) miles one way from the employee's home store or residence whichever is closer to the destination. The employer will reimburse employees at the IRS mileage rate for all miles driven to and from mandatory meetings, less normal commute to home store.

ARTICLE 11. HOURS AND WORKING CONDITIONS

11.1 The basic workweek shall be forty (40) hours to be worked in five (5) eight (8) hour days. Overtime at the rate of time and one-half ($1\frac{1}{2}X$) will be paid for work performed in excess of forty (40) hours per week, eight and one-quarter ($8\frac{1}{4}$) hours per day, or on a full-time employee's day off. For all employees hired after December 12, 1999, the basic workweek will be Sunday through Saturday.

11.2 Overtime will be paid on the day or week, whichever is greater, but in no case on both, and hours paid for at premium rates except overnight premiums will be excluded from the computation of daily or weekly overtime.

11.3 The store manager will post a work schedule for all employees by surname and initial for the week beginning Sunday two (2) weeks after the current week by noon Friday of the current week, satisfactory as far as possible, to all employees. No changes will be made to the posted schedule unless in accordance with other provisions of this Agreement. Any schedule changes to the posted schedule shall be made in permanent ink and initialed by the associate. This schedule shall be accessible to all employees and the Union. Any employee leaving on schedule on Friday and who is not scheduled to work on Saturday, will be advised by store management of the employee's schedule to be posted.

All employees shall have a minimum of eight (8) hours off between shifts except that at the employee's option the eight (8) hour minimum may be waived. The Company agrees to schedule ten (10) hours off between shifts for those employees that make such a request no later than the Monday before the schedule is posted.

11.4 All employees shall receive at least one (1) full day off per calendar week, Monday through Saturday inclusive. If employees are required to work on their scheduled day off, they shall be paid at the rate of one and one-half ($1\frac{1}{2}X$) times their regular rate of pay, or on a full-time employees' day off providing the employee works the scheduled work week. Overtime for hours worked up to forty (40) in a week may be waived by mutual agreement for employees hired after January 1, 2008.

11.5 There shall be no split shifts scheduled for employees.

11.6 Starting time for employees will not be changed unless twenty-four (24) hours notice has been given to the affected employees, except in cases of emergency caused by illness, absenteeism or acts beyond the control of the Employer.

11.7 Full-time employees will not be required to work more than three (3) nights a week. Any shift scheduled to end after 6:00 p.m. is considered a night. In the event enough

qualified employees are not available to be scheduled, the Employer can schedule the work on an inverse seniority basis among qualified employees.

11.8 Employees working between 10:00 p.m. and 6:00 a.m. will be paid a night premium of two dollars (\$2.00) per hour in addition to their regular straight-time hourly rate of pay for all such hours worked. Employees scheduled for more than five (5) hours, whose shift encompasses 10:00 p.m. to 6 a.m., will be paid the premium for the entire shift.

Night shift differential shall be included in computing vacation pay. In the week in which a holiday occurs, the week's pay shall not be less than the basic pay plus normal shift differential.

If an opening on days occurs, before making another full-time position, overnight employees who have submitted their request in writing will be scheduled the day hours, once a qualified replacement is on nights.

All employees, other than Bagger/Carryouts, may be scheduled to start their workday at 5:00 a.m. without being paid the above-mentioned premium rate.

Work between the hours of 12:00 midnight and 6:00 a.m. referred to in this paragraph will be on a voluntary basis among qualified employees. In the event enough qualified employees do not volunteer, the Employer can assign the work on an inverse seniority basis among qualified employees.

11.9 All employees shall receive daily rest periods of fifteen (15) minutes each without loss of pay. Two (2) fifteen (15) minute rest periods for each six (6) hour period of work. Rest periods shall be given as close to the middle of the shift as possible or equally distributed within the shift, with due regard to the needs of the business. Employees working shifts of less than six (6) hours will receive one (1) twenty (20) minute break.

11.10 The meal period, without pay, shall not exceed one (1) hour per day on the employee's time and shall be allowed between the beginning of the fourth (4th) hour and the ending of the sixth (6th) hour after starting time. Any employee working six (6) hours or more shall be entitled to an unpaid thirty (30) minute lunch period, if requested, and by mutual agreement based on the operational needs. Such request for a lunch must be submitted by the Monday prior to the posting of the schedule.

11.11 Employees requested or scheduled to report to work shall be guaranteed four (4) hours of work or pay in lieu thereof if the employee is available for such four (4) hours. The four (4) hour minimum may be waived if mutually agreed to between the Store Manager and the employee.

11.12 Falsification of payroll records shall be a cause for discharge.

11.13 Any uniforms or specific neckwear deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer without charge. Where dacron or similar type uniforms are furnished employees, such uniforms shall be laundered by the employee and will be replaced as necessary provided the employee turns in the worn uniform

for a new uniform.

During excessively cold weather, reasonable wearing apparel may be worn that will not be detrimental to appearance.

11.14 The Union agrees to furnish to each store one (1) Union Store Card provided such card is kept prominently displayed at all times. All cards are to remain the property of the Union and shall be surrendered to the Union upon demand.

ARTICLE 12. SUNDAYS AND HOLIDAYS

12.1 The following days shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and days regularly celebrated in lieu thereof.

12.2 Premium pay at the rate of time and one-half ($1\frac{1}{2}x$) will be paid for work performed on Sundays and holidays, except that employees hired after November 2, 1986 will be paid a premium of one dollar (\$1.00) per hour for all such hours worked. Employees hired after January 1, 2008 will be paid straight time for all hours worked on Sundays and holidays. After one (1) year of continuous service, employees hired after January 1, 2008, will be paid a premium of one dollar (\$1.00) per hour for all such hours worked on holidays.

12.3 All work on Sundays and holidays will be on a voluntary and rotating basis by seniority among qualified employees. In the event enough qualified employees do not volunteer, the Employer can assign work on an inverse seniority basis among qualified employees.

12.4 Employees must work the scheduled day before the holiday and the scheduled day after the holiday to qualify for holiday pay. However, if an employee is absent due to proven illness or the absence is approved in advance by the Company (with the exception of approved leaves of absence referenced in Article 16 or FMLA leaves of absence) they shall receive the holiday pay, provided they work any part of the holiday week.

Full-time employees shall be paid eight (8) hours holiday pay. Effective (Enter DOR) holiday pay shall be determined by the average numbers of hours paid by the employee in the four (4) weeks immediately preceding the holiday as follows:

<u>Average Hours Paid</u>	<u>Holiday Pay</u>
Less Than 25 Hours	4 hours at regular rate of pay
25 Hours to 31.99 Hours	6 hours at regular rate of pay
32 Hours and Over	8 hours at regular rate of pay

Employees will be eligible for Christmas Day and New Year's Day holiday pay after completing six (6) months of continuous employment. Employees hired after December 12, 1999, will be eligible for Memorial Day, Fourth of July, Labor Day and Thanksgiving Day holiday pay after completing one (1) year of service.

12.5 Employees hired before December 12, 1999 shall be granted one (1) personal holiday. This personal holiday shall be celebrated on any day which is mutually agreeable to the employee and the Employer. The employee will qualify for future personal holidays as of January 1. Part-time employees, hired prior to December 12, 1999, will be eligible for pro-rata personal holiday pay as outlined in paragraph 12.4 above.

Effective January 1, 2023, the preceding paragraph will be replaced with the following:

All full-time employees and part-time employees hired before December 12, 1999 shall be entitled to three (3) personal holidays.

All full-time employees and part-time employees hired on or after December 12, 1999 shall be entitled to personal holidays according to the following schedule:

1 year of continuous service	- 1 personal holiday
2 years of continuous service	- 2 personal holidays

These personal holidays shall be celebrated on any day which is mutually agreeable to the employee and the Company. After employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1st.

Each January 1, eligibility for personal holidays shall be determined for that year based on the employee's full-time or part-time status and employment date.

Full-time employees shall be paid eight (8) hours holiday pay. 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 Section 12.4.

12.6 All employees hired on or before January 1, 2008, with one (1) year or more of continuous service shall have the day off with pay on their birthday or on another mutually agreeable day. If the birthday falls on a Sunday, or holiday when the store is closed or on a regularly scheduled day off, the full day will be granted on any other day agreed between the employee and the store manager. The employee shall notify the store manager at least fourteen (14) days prior to the birthday in order to qualify for this day off. Part-time employees hired before January 1, 2008 will be eligible for pro-rata birthday holiday pay as outlined in paragraph 12.4 above. Employees hired after January 1, 2008, with one (1) year or more of continuous service who average twenty-five (25) or more hours per week shall have a day off with pay on their birthday. Employees hired after January 1, 2008, with two (2) or more years of continuous service who average less than twenty-five (25) hours per week shall have a day off with pay on their birthday. Effective January 1, 2023, the current language contained in Article 12 Sundays and Holidays, Section 12.6 will be eliminated and replaced with Section 12.5.

12.7 On Christmas Eve, the store will be closed by 6:00 p.m. No employee shall be required to work past 6:30 p.m. on Christmas Eve. On New Years' Eve, work past 9:00 p.m., if deemed necessary by the Employer, will be performed by employees on a voluntary basis. In the event a sufficient number of employees fail to volunteer, then reverse seniority shall apply. There shall be no work on Christmas Day.

ARTICLE 13. SENIORITY

13.1 In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of an employee within the employee's classification and with regard to the employee's experience and ability to perform the work.

All circumstances being reasonably equal, length of service within the classification shall be the controlling factor. Part-time employees shall not accumulate seniority over full-time employees. In the event a layoff not in accordance with seniority is contemplated, the Employer shall first contact the Union, and an attempt shall be made to arrive at a mutually satisfactory understanding. In the matter of promotions or transfers from one type of work to the other or from one store to the other, the Employer shall have the right to exercise judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times. The Employer shall submit to the Union, on a quarterly basis, a current seniority list.

13.2 Classifications for seniority purposes shall be:

- Department Heads
- All Duty Clerks
- Bagger/Carry-outs

13.3 Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

13.4 An employee's seniority date shall be the date of transfer into the unit covered by this Agreement.

13.5 Seniority lists will be established and maintained and shall be available to the Union. For full-time employees, the seniority lists shall be the basis of the unit covered by this Agreement. For part-time employees, the seniority lists shall be on an individual store basis.

13.6 For the purpose of this Article, a full-time employee is defined as an employee who generally works thirty-six (36) to forty (40) hours per week. A part-time employee is defined as an employee who generally works less than thirty-six (36) hours per week.

13.6(a) Any employee who averages thirty-six (36) hours or more per week for ten (10) consecutive weeks shall also be considered to be a full-time employee. Temporary assignments because of vacations and/or absenteeism shall not be included in this criteria.

13.6(b) Any employee who averages less than thirty-six (36) hours per week for ten (10) consecutive weeks shall also be considered to be a part-time employee.

13.6(c) It is agreed that this criteria calling for "ten weeks up" and "ten weeks down" shall be separate periods of time and that no week's work shall be included in both sets of ten (10)

consecutive weeks.

13.7 The Employer will assign the weekly schedule with the most straight-time hours in accordance with seniority, availability, ability to perform the work, and job classification in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly assigned, he must advise the store manager within twenty-four (24) hours after the schedule of hours is posted or the employee forfeits any claim on such scheduled hours.

13.8 When individual hours are increased or decreased, employees shall be eligible to exercise their seniority over junior employees after having first indicated to the store manager a desire to exercise their seniority.

13.9 Employees shall be scheduled for available hours up to and including forty (40) hours in a regular workweek according to seniority.

Employees may claim the daily schedule of a less senior employee in accordance with seniority, availability, job classification and ability to perform the type of work within the store in which they work. The intent of this provision shall be to maximize the senior employee's hours, but shall not be construed to guarantee overtime. Employees hired after August 1, 2004 may claim the weekly schedule of a less senior employee in accordance with seniority, availability, job classification, and ability to perform the type of work with the store in which they work. Claims for available hours under this provision of the Agreement must be made by the employee to the Employer no later than 5:00 p.m. Saturday, or the employee forfeits any claim.

13.10 Employees cannot claim hours that would cause a conflict with other provisions of the Agreement.

13.11 Employees who at any time have voluntarily limited their availability for work may thereafter claim additional available hours but may not claim previously scheduled hours of another employee until a vacancy occurs or additional hours become available. The employee shall notify the Employer in writing of their intent to claim additional hours when their availability is again unlimited.

13.12 When it is necessary to reduce hours in a store, part-time employees in the affected classifications will, if possible and considering the efficient operation of the store, have their schedules reduced before a full-time employee's hours are reduced.

This provision does not apply to employees who are working full-time as a result of summer or vacation replacements, or who have not been employed full-time for at least one (1) year.

13.13 A full-time employee, who has been full-time for one (1) year or more and who has been reduced below thirty-five (35) hours per week for four (4) consecutive weeks, and is not able to avail him or herself of additional hours in their store, then that employee, seniority permitting, may replace the least senior full-time employee in the same job classification within the Local Union's contract jurisdiction.

The above provision does not apply to employees who have voluntarily limited their availability, employees utilized as vacation replacements, or students returning to school.

13.14 A part-time employee advancing to a full-time employee shall be placed on the full-time employee seniority list as of that date.

13.15 A full-time employee involuntarily reduced to part-time shall retain their full-time seniority date and be placed at the top of the part-time seniority list. A full-time employee who voluntarily reduces their hours to part-time status will be put on the part-time seniority list using the employees' original seniority date in the bargaining unit.

13.16 If an employee has been absent for a period of two (2) weeks and has failed to get a leave of absence, such employee shall forfeit their seniority rights. Absence from service caused by injury or illness shall be limited to one (1) year.

13.17 At the end of any leave of absence including leave of absence for illness and/or injury up to one (1) year, an employee shall be restored to employment with the Employer with full seniority to their former position, or to a position comparable to the position that the employee held immediately prior to such leave of absence, provided that the employee is physically able to perform work comparable to that which he performed prior to such leave of absence.

13.18 No employee shall acquire any seniority rights until he has been in the unit covered by this Agreement for at least sixty (60) days. After sixty (60) days in this unit, the employee's seniority date shall revert to the date of employment or transfer into this unit.

13.19 Full-time employees shall have seniority over part-time employees for the purpose of layoff and recall.

13.20(a) Where a full-time job is available, a part-time employee who is working less than thirty-six (36) hours per week shall be given preference for such job considering seniority, job classification and ability provided that he has advised the Human Resources Department in writing that he is available for full-time employment.

13.20(b) When a part-time clerk's job becomes available, a courtesy clerk employee will have the first opportunity to advance into the part-time classification within the store in which the employee works by seniority, provided the employee has the availability and ability to do the work.

13.21 The Employer will continue to provide the opportunity for an employee to be considered for a transfer to a higher rated classification if a job opening exists providing such employee makes it known in writing to the Store Manager and Human Resources Manager.

ARTICLE 14. JURY DUTY

No employee averaging twenty-five (25) hours or more per week shall suffer any reduction in take-home pay when summoned for jury duty. This situation shall not exceed ten (10)

working days per calendar year.

When an employee is released for a day or a greater part of a day, he or she shall report for work to complete their regular work schedule.

ARTICLE 15. FUNERAL LEAVE

All employees with one (1) year or more of continuous service will be paid, not to exceed three (3) scheduled working days in the event of a funeral/memorial service in the employee's immediate family provided the employee attends the funeral/memorial service, and further provided the employee shall not be paid beyond the day after the funeral/memorial service. Immediate family is defined as: parents, brother, sister, spouse, son, daughter, grandchild, present father-in-law, present mother-in-law, brother-in-law, sister-in-law, present step-father, present step-mother, or any other relative residing with the employee. In case of grandparents not living with employee, one (1) day will be given off, that day being the day of the funeral.

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

ARTICLE 16. LEAVES OF ABSENCE

16.1 A leave of absence shall be defined as a period during which an employee must, for legitimate reasons, be absent from work. Leaves under this Article shall be limited to:

- a. Military
- b. Medical (Maternity)
- c. Union
- d. Personal
- e. College Casual

They shall be for a specified length of time without pay.

16.2 Military Leave - In the event an employee covered by this Agreement enters into the Armed Forces of the United States, they shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation. Seniority rights shall accumulate during the absence of any employee drafted or volunteering under the Federal Selective Service Training Acts. Such an employee shall be reinstated to their former position or a similar position, provided the employee applies for same within ninety (90) days after discharge from service.

16.3 Medical Leave - A leave of absence for reason of extended personal illness or injury shall be granted to all employees, with six (6) months or more of consecutive service, for an initial period not to exceed thirty (30) days, provided such request is supported by satisfactory medical evidence. If at the end of thirty (30) days, the employee is unable to return to work, the leave may be extended for an additional thirty (30) days and each thirty (30) days

thereafter, up to a maximum of twelve (12) months, provided such request for an extension is supported by satisfactory medical evidence. An employee will not be required to submit additional thirty (30) day leave extensions when verification from the attending physician of the need for a leave of more than thirty (30) days is presented, so long as the time period of leave is indicated, and so long as additional leave time does not become necessary.

16.4 Union Leave - When an employee leaves employment with the Employer to take employment with United Food and Commercial Workers Union Local No. 655, or the United Food and Commercial Workers International Union, the employee shall be considered on a leave of absence up to a maximum of one (1) year, and the employee shall, after completion of such employment with the Union, return to the employee's former employment with the Employer, and their seniority shall continue uninterrupted.

Employees duly elected to serve as a Vice President with Local Union No. 655, or as Shop Steward, shall upon giving proper notice be granted an unpaid leave of absence to attend scheduled meetings or conferences. However, at the employee's request, when attending meetings of four (4) or less hours, they will have their daily work schedule adjusted without penalty to the employee.

16.5 Personal Leave - A personal leave of absence may be granted to employees having six (6) months or more of continuous service subject to the written approval of the Employer.

16.6 College Casual Leave- The following is the procedure for classifying employees with two (2) 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 Labor Relations Department will notify the Union of each employee so classified.

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. Months 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.

16.7 General Provisions - Except in cases of emergencies, a written request to the Human Resources Department for a leave shall be made at least five (5) working days prior to the requested starting date of the leave.

It shall be the responsibility of an employee who is on leave to notify the Employer if they are unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure.

A copy of the approved leave of absence will be forwarded to the Union office.

ARTICLE 17. VACATIONS

17.1 All employees who have been in the continuous employment of the Employer for one (1) year or more shall be granted one (1) week's vacation with pay.

All employees who have been in the continuous employment of the Employer for three (3) years or more shall be granted two (2) weeks vacation with pay.

All employees who have been in the continuous employment of the Employer for six (6) years or more shall be granted three (3) weeks vacation with pay.

All employees who have been in the continuous employment of the Employer for twelve (12) years or more, shall be granted four (4) weeks vacation with pay.

All employees who have been in the continuous employment of the Employer for eighteen (18) years or more, averaging twenty-five (25) hours or more per week, shall be granted five (5) weeks vacation with pay.

Employees hired after January 1, 2008 will be entitled to the following vacation schedule:

1 week after 1 year

2 weeks after 3 years

3 weeks after 7 years

4 weeks after 15 years, averaging twenty-five (25) hours or more per week

5 weeks after 20 years, averaging twenty-five (25) hours or more per week

17.2 Vacations may be scheduled throughout all fifty-two (52) weeks of the year. The Employer shall determine by store, the number of employees, by department (produce,

grocery, checking, etc.), who may be away on vacation during any week of the year, subject to the operational needs of the business. Vacations shall be selected according to date of hire.

Vacation schedules shall be posted by December 1, and vacations selected by January 1 of each year. The completed vacation schedule shall be posted by February 15 of each year.

Employees who fail to select vacations by January 1 will be placed at the bottom of the seniority list for the purpose of vacation selection.

17.3 Vacation pay for all employees shall be based on the employee's rate of pay at the time vacation is taken and will be determined by averaging the hours worked per week in the anniversary year preceding the vacation, or the twelve (12) month period commencing January 1 to December 31, in the year prior to taking vacation. However, in no event shall a week's vacation pay exceed the number of hours in the basic workweek times the employee's regular straight-time hourly rate, except as defined in Section 11.8 (night premium).

Employees averaging thirty-eight (38) hours or more per week shall receive forty (40) hours pay for each week of vacation.

Employees eligible for three (3) or more weeks vacation may use one (1) week [five (5) days] one (1) day at a time if mutually agreeable between the Employer and the employee.

The Employer shall notify the Union as to the method used to determine vacation and must, at all times, stay with this choice.

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

17.5 If a holiday, as enumerated in Article 12 hereof, occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

17.6 Any employee who is laid off or quits prior to their anniversary date but after three (3) years of employment, and has worked three (3) months past the employee's anniversary date, shall be entitled to earned vacation pay based on average weekly hours and their respective hourly rate and shall receive said vacation pay prior to leaving employment. Any employee who is discharged for drunkenness or dishonesty, gross insubordination, or does not give at least one (1) week's notice, shall forfeit all vacation rights.

ARTICLE 18. INSURANCE

18.1 The Employer shall continue to pay four dollars and fifty-seven cents (\$4.57) 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 June 1, 2021, for hours paid in May 2021, the Company shall pay four dollars and ninety-nine cents (\$4.99) per hour.

Effective June 1, 2022, for hours paid in May 2022; the Company shall pay \$4.77 per hour.

Effective June 1, 2023, for hours paid in May, 2023; the Company shall pay \$4.76 per hour.

Effective June 1, 2024, for hours paid in May, 2024; the Company shall pay \$4.75 per hour.

There will be three (3) one-month company contribution holidays. The first holiday will be the August 2022 payment for hours paid in July 2022; the second holiday will be for the August 2023 payment for hours paid in July 2023, the third for the July 2024 payment for hours paid in June 2024. If any contribution holiday would result in a projection of less than three (3) months of reserves, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified. Eligibility for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.

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.

The parties agree that any health and welfare increase or decrease agreed to by the trustees which applies to hours worked after the expiration of this collective bargaining agreement April 25, 2026, and prior to ratification of the new collective bargaining agreement will be paid/refunded retroactively to the expiration date of this Collective Bargaining Agreement or to the date determined by the trust fund whichever is later once a new agreement is ratified.

18.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

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 Employer. Such deductions shall be as follows:

Weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker
Employee Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
Employee/Child	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Employee/Spouse*	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Family*	\$37.00	\$41.75	\$28.75	\$33.25	\$23.00	\$27.50	\$17.00	\$22.00

* Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

The cost sharing amounts for any plan not listed above will be determined by the bargaining parties.

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 employees' declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

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, D, 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.

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.

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 D 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.

18.4 The Employer 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) month of employment, with the first month

being defined as the month in which the employee works their first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after June 1, 2020.

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.

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.

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.

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.

ARTICLE 19. PENSION

19.1 Subject to the terms of this Article the Company shall continue to pay one dollar and forty-two cents (\$1.42) 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.

Effective January 1, 2022, for hours paid in December 2021, the Company will pay one dollar and fifty-two cents (\$1.52) per hour. Effective January 1, 2023, for hours paid in December 2022, the Company shall pay one dollar and thirty-seven cents (\$1.37) per hour. Effective January 1, 2024, for hours paid in December 2023, the Company will pay one dollar and twenty-two cents (\$1.22) per hour; effective January 1, 2025, for hours paid in December 2024, one dollar and seven cents (\$1.07) per hour.

The parties agree that any pension increase/decrease agreed to by the trustees which applies to hours worked after the expiration of this collective bargaining agreement (October

12, 2025), and prior to ratification of the new collective bargaining agreement will be paid/refunded retroactively to the expiration date of this Collective Bargaining Agreement or to the date determined by the trust fund whichever is later once a new agreement is ratified.

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

19.2 The nature, type and extent of pension benefits to be provided shall be such as the Trustees in their discretion will determine, and which are in accordance with the Trust Agreement.

19.3 The Employer 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 (13th) month of employment, with the first month being defined as the month in which the employee works their first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after July 1, 2020.

19.4 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom, shall be paid out of the Pension Fund.

19.5 Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C., Section 401, et seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

19.6 It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in Section 19.5 above, but payment of contributions to the Fund will not be delayed pending such approval and rulings; provided, however, that if such Plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

19.7 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as if herein at length set forth, when adopted.

19.8 If the Employer fails to make monthly Pension contributions as set forth herein, they shall be notified by certified or registered mail of their delinquency, by the Pension Plan Administrator, if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom.

The Employer hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the Employer on anyone else other than such notice or notices expressly provided for in this Article.

19.9 The Employer agrees, upon reasonable notice, to allow records be checked where necessary for Pension contributions.

ARTICLE 20. UNION COOPERATION

20.1 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Employer.

20.2 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

20.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

20.4 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

ARTICLE 21. SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 22. RECORDS

The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for pension contribution, insurance program and wage rates.

ARTICLE 23. STORE CLOSING

23.1 In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees averaging twenty-five hours per week or more for ten (10) consecutive weeks, and the fifth (5th) year for

employees averaging less than twenty-five (25) hours per weeks for ten (10) consecutive weeks, up to but not to exceed eight (8) weeks 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 week's pay
3-6 months equals fifty percent (50%) of a week's pay
6-9 months equals seventy-five percent (75%) of a week's pay
Over 9 months equals one (1) week's pay

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.

For employees who were on an approved leave of absence during the fifty-two (52) weeks preceding a voluntary layoff or termination, severance pay shall be computed based on average hours per week for the weeks actually worked.

23.2 The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination for those employees who were eligible for coverage at the time of their termination. This does not apply to those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds who makes a payment on their behalf for the first three (3) full months.

23.3 Holidays that fall within thirty (30) days after termination and employees that are eligible for severance shall be entitled to holiday pay. In addition, employees entitled to severance who are terminated as a result of store closing shall receive pay for earned personal holidays and earned and pro-rata vacation in accordance of Article 17.

23.4 All monies due employee shall be paid in a lump sum upon termination.

23.5 An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits their seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled, the employee will be paid severance pay and forfeits their seniority. Any extensions of this ninety (90) day period must be agreed in writing and signed by the employee, a representative of the Union, and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

23.6 If an employee is offered a transfer within a radius of fifty (50) miles and he refuses to accept the transfer, the employee forfeits their rights to severance pay, holiday pay, and pension and health and welfare contributions.

23.7 If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then Section 24.1 of this Article shall not apply. Comparable is defined as:

- A. Similar type of work (i.e., within the same seniority classification)
- B. Similar number of hours (i.e., an employee's average weekly hours for the first 13 weeks of employment with a new Employer is at least within three (3) hours of the average weekly hours worked for the prior 52 weeks for the former Employer).
- C. Rate of pay is not less than one (1) bracket below their current rate of pay.

23.8 The Employer agrees to give to the employee and the Union two (2) weeks notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer or forfeit their rights under this Article unless mutually agreed to by the employee, Employer, and the Union. Failure of the Employer to give the required two (2) week's notice shall result in the payment of two (2) weeks pay to the employees terminated as a result of the store closing.

23.9 No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, then this Article shall not apply.

23.10 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate for the contract covering the area to which they are transferred, whichever is greater, except Department Heads who will receive the top clerk rate of pay.

23.11 In the event the Employer decides to close a store or stores, the Union agrees to meet with the Employer to discuss economic changes that would justify the Employer keeping the store or stores open.

ARTICLE 24. TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer introduces major technological changes which, for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

In addition, the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.

2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.

3. In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:

- A. All employees, excluding Bagger/Carryouts, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks pay to be paid on a weekly basis.

Weekly severance pay shall be determined by the average number of hours worked for the four (4) week preceding displacement, not to exceed forty (40) hours straight-time pay.

- B. An employee shall be disqualified for severance pay in the event the employee:


- 1. Refuses retraining
- 2. Refuses a transfer within a radius of sixty (60) miles.
- 3. Voluntarily terminates employment.


ARTICLE 25. EXPIRATION

25.1 This agreement shall continue in effect from April 25, 2021 through April 25, 2026, and shall automatically be renewed from year to year unless either party serves notice on the other party sixty (60) days prior to the anniversary date of a desire of termination of or changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 6th day of October 2022.


FOR THE UNION:





Date: 10-06-22

FOR THE EMPLOYER:



Date: 10-06-22

SCHEDULE "A" WAGES

CLASSIFICATION

Regular Full-Time Clerks	12/26/21
0 - 6 Months	\$12.00
7 -12 Months	\$12.00
13 -18 Months	\$12.00
19 - 24 Months	\$12.00
25 - 30 Months	\$12.00
31 - 36 Months	\$12.00
37 - 42 Months	\$12.00
43 - 48 Months	\$12.00
49 - 54 Months	\$12.00
55 - 60 Months	\$12.00
61 - 66 Months*	\$12.00
67 – 72 Months	\$13.25
Thereafter	\$14.20
Personal Rates	+\$.40

Regular Part-Time Clerks	12/26/21
0 - 6 Months	\$12.00
7 -12 Months	\$12.00
13 -18 Months	\$12.00
19 - 24 Months	\$12.00
25 - 30 Months	\$12.00
31 - 36 Months	\$12.00
37 - 42 Months	\$12.00
43 - 48 Months	\$12.00
49 - 54 Months	\$12.00
55 - 60 Months	\$12.00
61 - 66 Months*	\$12.00
67 – 72 Months	\$13.25
Thereafter	\$14.20
Personal Rates	+\$.70

Effective September 18, 2022, all clerks will be placed on the following scale:

	09/18/22	12/25/22	12/31/23	12/29/24	12/28/25
Step 1	\$12.50	\$12.90	\$13.30	\$13.70	\$14.10
Step 2*	\$13.75	\$14.20	\$14.65	\$15.10	\$15.55
Step 3	\$14.85	\$15.50	\$16.00	\$16.50	\$17.00

*Experience Credit will be capped at the 2nd Step and only available to employees hired in as full-time.

All employees at the rate of \$12.00 shall be placed on the preceding scale at the Step 1 rate effective 09/18/22.

All employees at the rate of \$13.25 shall be placed on the preceding scale at the Step 2 rate effective 09/18/22.

All employees at the rate of \$14.20 shall be placed on the preceding scale at the Step 3 rate effective 09/18/22.

- Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting 09/18/22. New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average thirty (30+) weekly hours over the Company's next standard 12-month measurement period.
- Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting 09/18/22. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average thirty-six (36+) weekly hours over the Company's standard 12-month measurement period.

- Employees at the 3rd step (top rate) who fail to average thirty-six (36) weekly hours over the Company's standard 12-month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average thirty-six (36+) hours in a subsequent year.
- Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours.
- The Company's standard measurement period (generally the first week of October through the last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
- Employees will first become eligible to move between steps on 1/1/2024, based on the standard measurement period that spans from 10/2022 – 9/2023.
- Red-circled shall maintain their current above-scale wage difference.

Effective September 18, 2022, all Deli/Bakery Clerks shall be placed on the following 3-Step scale following the same parameters as described above.

	09/18/22	12/25/22	12/31/23	12/29/24	12/28/25
Step 1	\$13.00	\$13.40	\$13.80	\$14.20	\$14.60
Step 2*	\$14.25	\$14.70	\$15.15	\$15.60	\$16.05
Step 3	\$15.35	\$16.00	\$16.50	\$17.00	\$17.50

1. Lead Floral Clerks, Office Clerks, DSD Receiver and the File Clerk shall receive fifty cents (50¢) per hour over current rate classification.
 2. Where deemed necessary by the employer, a lead nutrition may be appointed and paid fifty cents (50¢) per hour over current rate classification.
 3. Where deemed necessary by the employer, a front end supervisor may be appointed and paid one dollar (\$1.00) per hour for hours worked as the front end supervisor.
- Back-up Department Heads, (Grocery, Meat, Front End, Produce, Drug/GM) where deemed necessary by the Employer, shall receive one dollar (\$1.00) per hour over current rate classification. Deli/Bakery Back-up Department Heads, where deemed necessary by the Employer, shall receive one-dollar and fifty cents (\$1.50) per hour over current rate classification. Back-up Department Heads shall be placed at the top rate (3rd Step) of the Clerk scale in addition to the premium outlined above.

CLASSIFICATION

Department Managers	12/26/21	09/18/22	12/25/22	12/31/23	12/29/24	12/28/25
Deli/Bakery	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Drug/MG	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Front End	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Grocery	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Meat	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Produce	\$16.35	\$17.00	\$17.65	\$18.15	\$18.65	\$19.15
Dairy	\$15.10	\$15.75	\$16.40	\$16.90	\$17.40	\$17.90
Frozen Food	\$15.10	\$15.75	\$16.40	\$16.90	\$17.40	\$17.90

Deli/Bakery Department Heads will receive an additional fifty cent (\$0.50) premium over their current rate classification.

Department Managers above the rates posted above shall receive the increases posted below.

12/26/21	09/18/22	12/25/22	12/31/23	12/29/24	12/28/25
+\$0.70	+\$0.65	+\$0.65	+\$0.50	+\$0.50	+\$0.50

Bagger/Carryout	12/26/21	09/18/22	12/25/22	12/31/23	12/29/24	12/28/25
0-6 Months	\$11.75					
7-12 Months	\$11.75					
Thereafter	\$11.75	\$12.25	\$12.60	\$12.95	\$13.30	\$13.65

The duties of the Bagger/Carryout are limited to bagging, carrying customers' purchases, handling bascarts, sorting bottles, sweeping, cleaning anywhere inside the store, mopping, handling salvage and returnable containers, assisting customers in parking lots, returning merchandise to shelves, and blocking and facing product on grocery shelves. The addition of the language, blocking and facing product on grocery shelves, will not result in the reduction of hours of clerks.

Employees relieving a Department Manager will be paid the scheduled rate of pay for that Department or fifty cents (50¢) per hour over their current rate of pay, whichever is greater, for the time they relieve.

When an employee is assigned the responsibilities of "Manager on Duty" (M.O.D.) for four (4) hours or longer of their shift, they will receive an additional one dollar (\$1.00) per hour premium for hours worked as M.O.D. between 8 a.m. and 10 p.m.

FLORAL SALES DEPARTMENT

All of the terms of the present Agreement shall apply except as noted below:

1. The Florist section shall be construed as a distinct part of the Produce Department, and as part of the responsibility of the Produce Department Head.

2. Job Description Florist Clerk – Produce Department: The employee so classified shall order, display, arrange, care for, sell and inventory those items commonly sold by florist gift shops, including fresh or artificial flowers, potted plants, bulbs, seeds, garden plants, accessories to floral arrangements, (i.e. ribbon, vases, baskets, gift items, such as floral arrangements, *fruit baskets, corsages, and combination gift packages).

*The above is intended to refer to gift baskets through the year. It is not the intent of the parties to change the present practice of mass fruit basket preparation at the holiday season.

The above is not intended to include the sale of nursery stock, regular produce items (except as they are parts of gift packages), garden fertilizers or heavy-duty garden tools or equipment.

3. No bargaining unit members will make deliveries.

MEAT DEPARTMENT

The term Meat Market Department Manager shall mean cutter in any market wherein one (1) meat cutter is employed, or the meat cutter so designated by the Employer as Meat Market Department Manager in any market employing more than one (1) meat employee.

Health and Safety:

- a. If the Employer or municipal ordinance requires a health examination for an employee, such examination shall be paid for by the Employer.
- b. The Employer agrees to provide a complete first aid kit in each market.
- c. No employee shall use a grinder, cube machine, power saw, or any equipment without safety guards. Any employee using the above equipment without safety guards shall be subject to disciplinary action.

SCHEDULE "B" – TOWNS COVERED

Rolla, Missouri Troy, Missouri

LETTER OF UNDERSTANDING
Regarding Substance Abuse - Out State Missouri Clerks

The parties agree to the following:

1. The Employer and the Union recognize the seriousness of substance abuse in our society and in the workplace and the need to approach this problem in a humane and progressive manner and in a manner which recognizes the legitimate privacy rights of the employee.
2. In addition, the use of drugs or the consumption of alcohol during breaks or meal periods is strictly prohibited and subjects the employee to disciplinary action up to and including discharge. Any employee found to be consuming alcoholic beverages, or using drugs, while on duty or while on Employer property, will be subject to disciplinary action up to and including discharge.
3. Where there is a reasonable basis for believing that an employee is having a problem on the job that may be drug or alcohol related, the Employer may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such a request is made, both the employee and the Union Representative (or in the event of the unavailability of the Union Representative, the steward or another member of the bargaining unit of the employee's choosing who is at work) shall be specifically advised of all of the facts forming the basis of the Employer's belief that the employee may be having a problem that may be drug or alcohol related. Based on the operational needs of the business, the Employer may request the employee to select an alternate member of the bargaining unit who is at work to attend the above meeting. The manager requiring the test will complete a report supporting the reason for having the employee tested.
4. In our continued effort to provide a safe, drug free and alcohol free work environment, the Employer will require a breathalyzer and/or blood test for alcohol and an urinalysis test for drugs as a routine part of the investigation of the circumstances present at the time of an "on-the-job accident" which results in medical treatment away from the store. A drug and alcohol screen will be required of all employees involved in or contributing to the incident giving rise to the injury.
5. Any test performed under this Article shall be performed at a doctor's office, clinic or hospital, or through an on-site drug and alcohol collection process at the Employer's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Furthermore, the Employer agrees that the testing lab(s) selected shall be certified by the Department of Health and Human Services (DHHS) and will meet any future governmental guidelines that may be developed for the purpose of controlling laboratories involved in alcohol and drug screen testing. Testing facilities used by the Employer follow the Department of Health and Human Services (DHHS) chain of custody requirements.

For alcohol, if available, a breathalyzer test will be given. If the breathalyzer test is negative no further tests will be performed. Should the breathalyzer test not be available or if available and it is positive a confirming test shall be performed (i.e., a confirming breathalyzer, or a blood test).

For drugs, two tests may be performed on the sample taken. The first test performed shall be a screening test of an enzyme immunoassay more commonly called the EMIT test. Should the EMIT test be negative, no further tests will be performed. Should the EMIT test be positive, a second confirming test shall be performed. The test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test. The aforementioned tests will be used unless a more reliable test(s) becomes available in the future.

At such a time that the level of impairment for tetrahydrocannabinol (THC) use is established by the State of Missouri, then those guidelines will be used to determine impairment of an employee in regards to this article.

If an employee is tested for reasonable cause, and the tests prove positive for drugs or alcohol, the employee will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the employee's length of service [if at least eighteen (18) months], work history, the seriousness of the violation and other factors involved. However, any gross misconduct will result in immediate discharge. Should the employee not be discharged, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. The employee will be referred to an assistance program for evaluation and must complete any recommended program. Subsequent positive tests will result in disciplinary action, up to and including discharge.

6. If an employee is tested because they were injured "on-the-job" and the tests prove positive for drugs or alcohol the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge. Should the employee not be discharged the employee will be given the opportunity to be referred to an employee assistance program and, after an evaluation, the employee may be urged to consider participation in an alcohol and/or drug treatment program.

To the extent required to enable the employee to participate in such a program, the employee shall be allowed to take an unpaid leave of absence in accordance with the Leave of Absence provisions of the Collective Bargaining Agreement. Cost of any rehabilitation program shall be the responsibility of the employee or the employee's medical program if applicable.

It shall be a condition of continued employment for employees at the completion of the aforementioned Leave of Absence and/or disciplinary suspension to submit to a follow-up drug and/or alcohol screen prior to returning to work. Should the results of the follow-up drug and/or alcohol screen also show a positive finding, and the results have been verified by a second test, the employee will be terminated.

As a further condition of returning to work after the aforementioned Leave of Absence and/or

a disciplinary suspension an employee will be subject to random tests during the first (1st) year after returning to work. In the event the random test proves positive for drugs or alcohol, the employee will be discharged.

7. If the employee refuses to take any of the aforementioned drug and/or alcohol tests the employee will be discharged.

8. Test results are sent to the EAP representative or designated representative(s) at the Employer's corporate offices. The Employer will inform the Union in writing of the designated representative(s).

Employer records shall be kept in strict confidence, and neither said records nor the contents thereof shall be disseminated to any third party except upon written authorization by the employee, or to the extent required by law, or to the extent required by the Employer for use in any proceeding involving the employee.

9. In the event any test results do not establish that the employee tested positive for alcohol or drugs, then the Employer shall expunge from its records all references to the testing.

Letter of Understanding
Between Kroger Company and UFCW Local 655 - Outstate Missouri Clerks

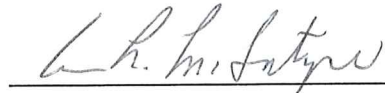
It is understood by the parties that employees transferring from another unit of Kroger, will continue employment from their original date of hire with Kroger for the purpose of eligibility under Article 18, Insurance.

For the Union:



Date: 10-06-22

For the Company:



Date: 10-06-22

**Letter of Understanding
Regarding Pick-Up Test Format
Covered Under the Out of State Missouri Stores Agreement**

This Letter of Understanding summarizes the key elements associated with the piloting of the Pick-Up business format within current retail stores. These elements will be in place until such time as the Company discusses new or modified elements with the Union or the Company elects to discontinue any or all of the same. All provisions of the Out of State Missouri Stores Agreement will apply to the Pick-Up format stores that may be opened during the term of the Out of State Missouri Stores Agreement. The summary of the key elements are as follows:

Current store associates will have the opportunity to apply for available Pick-Up positions, along with other external applicants for the required positions. The current positions include Lead Clerk(s), full- and part-time clerks. The number of positions will vary by store location. These positions will be supervised by a member of store management.

Pick-Up Clerks will follow all terms and conditions of the Collective Bargaining Agreement, and will be eligible for pension and H&W. Effective 9/18/2022 the Lead Pick-Up Clerk will be paid the contractual 3rd Step rate and will receive an additional fifty cent (\$.50) premium for all hours worked.

Internal applicants for the available positions of Lead Clerk(s), full- and part-time clerks will be considered based upon a review of the applicant's work history/records, relevant aptitudes required for the position, a review of a written application, and an interview by management. Internal candidates will be considered along with external applicants. The candidate(s) will be selected based upon the overall qualifications for the position(s) as defined by the Job Description for the position.


All Pick-Up positions will be required to successfully complete the Pick-Up training program.

For the Union:



Date: 10-06-22

For the Company:



Date: 10-06-22

**Letter of Understanding
Regarding Fuel Center Clerks
Covered Under the Out of State Missouri Stores Agreement**

This Letter of Understanding summarizes the key elements associated with the piloting of the Fuel Center business format within current retail stores. These elements will be in place until such time as the Company discusses new or modified elements with the Union or the Company elects to discontinue any or all of the same. All provisions of the Out of State Missouri Stores Agreement will apply to the Fuel Center format stores that may be opened during the term of the Out of State Missouri Stores Agreement. The summary of the key elements are as follows:

Current store associates will have the opportunity to apply for available Fuel Center positions, along with other external applicants for the required positions. The current positions include Lead Clerk(s), full- and part-time clerks. The number of positions will vary by store location. These positions will be supervised by a member of store management.

The parties agree to the following:

Fuel Center Clerks will follow all terms and conditions of the Collective Bargaining Agreement, and will be eligible for pension and H&W.

A Fuel Center Clerk, averaging less than 30 hours per week, after twelve months of service, shall be given preference by seniority together w/ ability, practicability, and availability, should an opening occur for a part time store position. Interested Fuel Center Clerks will make their request known in writing.

It is understood that clerks within the store may relieve in Fuel Center to cover breaks, lunches, absenteeism, customer service, and as directed by store management. It is understood that clerks who relieve in the fuel center will retain their eligibility for Health and Welfare and Pension.

Fuel Center Clerks who move into the store after twelve months of service will keep their date of hire for seniority and benefit eligibility purposes.

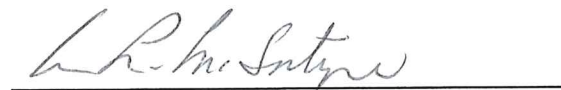
The Company may, at its discretion, appoint a Lead Fuel Center Clerk. Effective 9/18/2022, the Lead Fuel Center Clerk will be paid the contractual 3rd Step rate and will receive an additional fifty cent (\$.50) premium for all hours worked. Only one (1) Lead Clerk may be appointed per store.

For the Union:



Date: 10-06-22

For the Company:



Date: 10-06-22

PENSION AND HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Employer's obligation to contribute to the Pension Fund under Article 19 – Pension and under Article 18 – Insurance.

1. The Employer shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Employer is obligated to contribute for forty (40) hours for that week.

b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Employer is obligated to contribute for forty (40) hours for that week.

c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Employer is obligated to contribute for thirty-five (35) hours for that week.

2. The Employer shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

a. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute forty (40) hours in that week.

b. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for forty (40) hours in that week.

c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen

(15) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Employer is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Employer is obligated to contribute for one hundred sixteen (116) hours.

4. The Employer is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

- a. An employee requests vacation pay for time to be taken off the following week. The Employer is obligated to contribute for these hours.
- b. An employee requests vacation pay for time to be taken off a month after the request is made. The Employer is obligated to contribute for these hours.
- c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Employer's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).