AGREEMENT

Between

KROGER, POPLAR BLUFF

And

UNITED FOOD & COMMERCIAL WORKERS
UNION
LOCAL NO. 655

JUNE 20, 2016 through JUNE 27, 2020

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AGREEMENT

This Agreement is entered into between Kroger Limited Partnership I, hereinafter referred to as the Employer, and United Food and Commercial Workers Local Union, No. 655 chartered by the United Food and Commercial Workers International Union, referred to hereinafter as the Union.

ARTICLE 1. INTENT AND PURPOSE

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 another, 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

The Union shall be the sole and exclusive bargaining agent for all employees of the Kroger store, Poplar Bluff, Missouri excluding supervisory employees within the meaning of the Labor Management Relations Act, excluding the pharmacy employees, guards and watchmen.

Store Management shall not perform bargaining unit work, except in the case of emergency, such as Acts of God or other conditions beyond the control of the Employer, and to the extent that they may perform customer services. Customer services shall not be construed to include extended periods of stocking, price marking, truck unloading or building displays or any other bargaining unit work on a regular basis.

ARTICLE 3. SHOP CONDITIONS

A. 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 the 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.

B. 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.

C. For the purpose of this section, the execution date of this Agreement shall be considered as its effective date.

D. The Employer and the Union agree not to discriminate against any employee for reasons of sex, race, creed, age, national origin, religion, color, sexual orientation, gender identity, Union activities or affiliation, veteran's status, or disability in accordance with existing law.

E. The Employer shall deduct initiation fees, uniform assessments and Union dues from the weekly pay of employees who are members of the Union and who individually and voluntarily certify in writing an authorization for such deductions in the amount certified by the Local Union to be due and owing. The Employer shall promptly remit all sums deducted in this manner to the Local Union monthly.

F. 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.

G. 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 4. MANAGEMENT RIGHTS

The management of the business and the direction of the work force 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 rules and regulations covering the operations of the store, 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.

ARTICLE 5. DISPUTE PROCEDURE

A. The Union shall have the right to designate a Chief Shop Steward and two (2) alternate Shop Stewards.

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

Step 1. By conference between the aggrieved employee, the Union Steward, or Assistant Steward and or the Union Representative and the Manager of the Store

Step 2. By conference between a representative of the Union and the District Manager and/or District Human Resources Manager

Step 3. By conference between an official or officials of the Union and the Marketing Area President or Unit Head, a representative of the Employer delegated by the Marketing Area President or Unit Head, or both

Step 4. In the event the preceding step fails to settle the complaint, the Union may refer the matter to the Board of Arbitration. However, any such request for arbitration must be made not more than thirty (30) days after the Employer gives the answer in writing in Step 3

B-1 Time limits, as outlined in Step 4 above, may be waived by mutual agreement of the Employer and the Union.

C. The Union and the Employer shall jointly request the Director of the Federal Mediation and Conciliation Service to supply a panel of seven (7) arbitrators from which the arbitrator may be chosen. The decision of the arbitrator shall be binding upon the Union, the Employer and the aggrieved employee. The expenses of the arbitrator, if any, shall be paid for jointly.

D. The Employer may at any time discharge any employee for proper cause. The employee and/or the Union, if wishing to contest the discharge, must file a written complaint with the Employer within seven (7) calendar days, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree, it shall be referred to the arbitrator. Should the arbitrator determine that it was an unfair discharge; the Employer shall reinstate the employee in accordance with the findings of the arbitrator.

E. The arbitrator is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisions of this Agreement.

F. Lengthy discussions between employees and representatives of the Union or among themselves concerning disputes, shall not take place during working hours.

G. The manager of a store shall grant to any accredited Union official during regular business hours, access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

H. Grievances must be presented in writing. No grievance will be considered or discussed which is presented later than fourteen (14) calendar days after such has happened. Retroactive wage payments shall not be made for a period longer than two (2) years from the date a grievance is filed.

I. 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.

J. It shall not be considered a violation of this Agreement for any member of the Union to support or refuse to cross a picket line established because of Union labor difficulties originating within the store or stores covered by this Agreement, provided such refusal or support is sanctioned by the United Food and Commercial Workers Union Local No. 655. However, before official recognition is given to such a picket line, the Union agrees to give the Employer forty-eight (48) hours advance notice in writing, after picketing commences of the Local Union's intention to honor such picket line.

K. No employee will be required to take a lie detector test or voice stress analysis.

L. Constructive advice forms shall be forwarded to the Union promptly.

M. Any meetings or actions that may result in the potential disciplinary suspensions or discharge of an employee will be conducted by a member of management (non-bargaining unit employees) in the presence of a shop steward or another bargaining unit employee that is mutually agreed upon by the employer and employee if a steward is not available.

ARTICLE 6. OTHER AGREEMENTS

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

ARTICLE 7. WAGES

Rates of pay and pay schedule as set forth in Wage Schedule "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.

ARTICLE 8. WORKING CONDITIONS

A. Work schedules for all employees shall be posted by noon Friday for the week after the succeeding week. Such schedules will not be changed except when changes are necessitated by circumstances beyond the control of the Employer. The scheduled day off is the one posted Friday unless changed by mutual agreement between the employee and the Employer. The schedule shall be posted in ink and shall show the last name and initial of the employee, the employee's starting and quitting time and the scheduled day off.

Beginning with division implementation, the preceding paragraph will be replaced with:

Work schedules for all employees shall be posted by noon Friday for the week after the succeeding week. Such schedules will not be changed except when changes are necessitated by circumstances beyond the control of the Employer. The scheduled day off is the one posted Friday unless changed by mutual agreement between the employee and the Employer. The schedule shall be posted in ink and shall show the last name and initial of the employee, the employee's starting and quitting time and the scheduled day off.

B. The basic workweek shall be forty (40) hours to be worked in five (5) days Sunday through Saturday and the basic workday shall be eight (8) hours.

B-1. Night stock employees may be scheduled up to ten (10) hours per shift at straight-time.

B-2. On a regular night shift, forty cents ($0.40) night premium will be paid. Other regular employees scheduled to work beyond 12 midnight will be paid night premium for hours worked between 10 P.M. to 6 A.M. Courtesy Clerks are not eligible for night premium.

C. Time and one-half (1½) shall be paid for all hours worked in excess of the basic workweek or basic work-day as set forth in paragraph "B" and "B-1" above.

D. Time and one-half (1½) shall be paid on the weekly or daily basis, whichever is greater, but in no case on both.

E. Eight (8) hour shifts worked on Sunday may be part of the basic workweek. Sunday work which is not a part of a full-time employee's basic workweek shall be rotated among volunteers qualified to do the work available. If enough senior employees do not volunteer, the work will be rotated among the junior qualified employees. Employees on the payroll as of 8/18/88 will receive $1.00 per hour Sunday premium in addition to their regular hourly rate of pay for hours worked on Sunday (except for Courtesy Clerks who will be compensated at the rate of fifty cents (50¢) per hour

premium in addition to their regular rate of pay). Employees hired after 8/18/88 will not receive Sunday premium.

F. All employees shall have two (2) fifteen (15) minute rest periods off duty in each full day of work, or one (1) fifteen (15) minute rest period off duty for each full half day of work. Employees may leave the store premises during rest periods. No employee shall be required to take a rest period until the employee has worked two (2) hours.

F-1. It is agreed that night work (after 6:00 p.m.) will be rotated on an equitable basis among full-time qualified employees insofar as possible (does not apply to night stock crews).

G. There shall be no split shifts scheduled for or worked by an employee, and one (1) full hour and no more shall be granted for lunch each day, and no employee will be required to work more than five (5) consecutive hours without a lunch period. By mutual agreement between the Employer and employee, a thirty (30) minute unpaid lunch period may be granted in lieu of one (1) hour.

H. Employees, if available for work, who are instructed to report for work shall be guaranteed at least four (4) hours work.

I. All employees shall be paid in full on the basis of once each week in accordance with State law.

J. Part-time employees will be scheduled for a minimum of sixteen (16) hours per week, if available.

K. Any uniform (except synthetic uniforms) or part thereof deemed necessary by the Employer for its employees shall be furnished by the Employer.

L. Each employee must record his or her own time. Any employee working before punching in or working after punching out will be subject to discipline up to and including discharge.

M. All employees on temporary transfer shall be reimbursed for expenses in accordance with Employer policy.

N. Employees required to attend Employer meetings will have such time counted as time worked and be paid for at the employee's regular rate of pay In addition, employees required to attend out-of-town meetings shall be reimbursed for necessary travel expense at the Employer's regular mileage reimbursement rate.

O. All employees shall receive at least one (1) full day off per week, Monday through Saturday, inclusive. If employees scheduled to work five (5) days, Monday through Saturday, are required to work on their scheduled day off, they shall be paid at the rate of time and one-half (1 1/2) for such day.

P. All employees shall have a minimum of eight (8) hours off between shifts except that at the employee's option the eight (8) hours minimum will be waived.

Q. Time spent in joint (Employer and Union bargaining sessions) by employees serving on the Union negotiating committee will count as time worked for entitlement purposes.

r. The employer will make additional options available for purchase that may be worn with the standard uniform during cold weather conditions.

ARTICLE 9. SENIORITY

A. Seniority shall be defined as the employee's length of continuous service with the Employer, or date of entry into the bargaining unit, whichever is later. No employee shall acquire any seniority rights until he or she has been employed by the Employer for at least thirty (30) days and he/she shall not be deemed to be entitled to any of the privileges of seniority until he/she has been employed for that long. On the thirty-first (31st) day, seniority shall be applied from the date of employment.

B. Seniority of an employee shall terminate for any of the following reasons:

1. Voluntary resignation.

2. Discharge for proper cause.

3. Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail or telegram by the Employer to the employee's last shown address on Employer records.

4. Failure of an employee to return to work under the terms and conditions of Article 14 (Leaves of Absence).

5. Where an employee has performed no work for the Employer for a period of six (6) months.

6. Retirement.

7. Any employee who fails to report for work or to call in for three (3) consecutive workdays shall be considered a voluntary quit.

C. There shall be separate seniority by department and classification as follows:

1. Full-time Regular:

   a. Food Clerks
   b. Drug, Liquor, General Merchandise Clerks
   c. Deli, Bakery, Cheese
   d. Floral Clerks
   e. Nutrition Clerks
   f. Meat Clerks
   g. Seafood Clerks

2. Part-time:

a. Food Clerks
b. Drug, Liquor, General Merchandise Clerks
c. Deli, Bakery, Cheese
d. Floral Clerks
e. Nutrition Clerks
f. Meat Clerks
g. Seafood Clerks

3. Courtesy Clerks:

A "Regular" employee is one who works thirty-five (35) or more hours per week.

A "Part-time" employee is one who works less than thirty-five (35) hours per week.

All current regular (full-time) employees on the payroll as of June 20, 2004 will maintain regular status at the 32-hour requirement.

D. Regular employees shall have seniority over part-time employees.

E. The qualifying quarters to determine employee status shall be made on January 1st, April 1st, July 1st, and October 1st of each year.

1. A part-time employee advancing to a regular employee must work and average of thirty-five (35) or more hours per week for a qualifying quarter (minimum 420 hours), and shall be placed on the regular employee seniority list as of the first (1st) day of that qualifying quarter. During that qualifying quarter the employee shall accrue no regular employee benefits except wage progression.

2. A regular employee reduced to part-time as determined by the hours worked in the previous qualifying quarter shall maintain his regular seniority date and be placed at the top of the part-time seniority list for an additional calendar quarter. After that additional calendar quarter, if the employee has not regained regular status, then the employee will be placed on the part-time seniority list with the employee's original bargaining unit seniority date.

3. Any regular employee who voluntarily reduces his/her hours to part-time status will be put on the part-time seniority list using the employee's original seniority date in the bargaining unit.

4. Courtesy Clerk – When a part-time job becomes available, a courtesy clerk employee will have the opportunity, as provided for in Article "Promotional Channels", 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.

5. Those employees who have not achieved regular status and who are only available for regular employment during the summer vacation period shall not have those hours used in the calculation of eligibility for regular status unless the employee is available and does work in excess of thirty-five (35) hours per week after that time. A determination as to their status will be made by October 15th.

F. The Employer shall submit to the Union, on a quarterly basis, a current seniority list.

G. When it becomes necessary to reduce the work force, the least senior employee within the affected classification will be laid off. If such employee is senior to other store employees, the employee may elect to replace the least senior employee in the store who is not in the classifications of Floral Clerks, Meat Clerks or Seafood Clerks. Also, such employee may not replace any employee working full-time in the store office. Recall to work shall be in accordance with seniority with the last employee laid off being the first to be recalled. However, no employee will be recalled in the Floral Clerks, Meat Clerks and Seafood Clerks classifications unless such employee was laid-off from that classification.

H. Promotions – In the matter of promotions after giving due regards to seniority, the Employer shall have the right to exercise his judgment. Openings for Department Head positions will be posted by the time clock for ten (10) days to allow bargaining unit employees to express their interest in filling such position. After giving due regard to seniority the Employer shall have the right to exercise its judgment.

I. Where a full-time job is available, it will be posted by the time clock for ten (10) days for consideration by part-time employees (non-regular), a regular employee who is working less than forty (40) hours per week shall be given preference for such job considering seniority, job classifications and ability; provided he has advised the Human Resources Department of the Employer in writing that he is available for full-time employment.

J. Work assignments or schedules will not be used for disciplinary or retaliatory purposes.

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

L. The Employer will give to part-time employees, with the most seniority and where the employee is qualified and available within a store, the schedule with the most hours.

M. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly allocated, he/she must advise the store manager within twenty-four (24) hours after the schedule is posted or he has no claim on such schedule of hours.

N. Hours not worked but compensated for by the Employer up to a maximum of forty (40) hours per week shall be credited as hours worked for the purpose of seniority, vacation pay, holiday pay, and wage progression.

O. First consideration for filling openings shall be given to senior qualified employees before any new employee is hired.

ARTICLE 10. PROMOTIONAL CHANNELS

When Employer designated openings occur in this store, first consideration for filling these openings shall be given to senior qualified courtesy clerks before any new employee is hired for the opening.

In the event that a courtesy clerk is reclassified to a clerk, his/her seniority date shall be the date of transfer. The employee's original date of hire, however, shall prevail for all other matters such as earned vacation, holidays and total Employer service.

If an employee is transferred from courtesy clerk classification to the clerk classification, he/she will be placed in the next higher rate of pay over what he/she was making at the time of transfer. Such employee will then follow the appropriate time and rate schedule for that classification.

However, when a courtesy clerk is promoted to clerk, all time worked as a courtesy clerk, up to and including the eighteenth month, shall count towards time worked for the purpose of receiving pay increases and no employee shall receive a reduction in pay in the application of this rule.

When an employee takes a new position on a different seniority list, that employee will be given a thirty (30) day period to adapt to the new job. If management decides the employee does not have the ability to do the new job, the employee will be placed in their previous job classification without a loss in seniority.

ARTICLE 11. VACATIONS

A. All full-time employees on the payroll as of May 28, 1988 shall be entitled to the following vacation upon completion of the required years of continuous service:

One (1) week after one (1) year
Two (2) weeks after three (3) years
Three (3) weeks after seven (7) years
Four (4) weeks after fifteen (15) years
Five (5) weeks after twenty-five (25) years

B. All employees hired after May 28, 1988 shall be entitled to the following vacation upon completion of the required years of continuous service:

One (1) week after one (1) year
Two (2) weeks after three (3) years
Three (3) weeks after seven (7) years
Four (4) weeks after fifteen (15) years

C. All part-time employees shall receive a pro-rata vacation with pay equal to the number of hours worked in that anniversary year divided by fifty-two (52) for each year of service in accordance with vacations Schedule "A" or "B" above, dependent upon date of hire.

D. All employees taking a vacation during which a granted holiday occurs shall be given an additional day of paid vacation or pay in lieu thereof.

E. Employees leaving the service of their Employer after their anniversary date of employment shall be entitled to their earned vacation for the previous year.

In the event of termination of employment due to death, unpaid vacation benefits will be paid to the employee's beneficiary or estate of the employee.

F. Leaves of absence for illness and/or injury of ninety (90) days or less in a calendar year shall not affect vacations. Leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth (1/4). Such leaves of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and

vacation pay by one-half (1/2). Such leaves of more than two hundred seventy (270) days shall disqualify an employee for vacation.

G. Vacations may be scheduled throughout all fifty-two (52) weeks of the year. No weeks will be blocked out. The Employer may determine 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 store.

Vacation schedules shall be posted by January 15th and vacations selected by February 28th of each year. The completed vacation schedule shall be posted by March 15th of each year, at or near the time clock. Vacations will be selected by seniority.

Employees who fail to select vacations by February 28th will be placed at the bottom of the seniority list for the purpose of vacation selection.

H. Employees who are eligible for at least two (2) weeks of vacation may take up to one (1) week of their vacation one day at a time on mutually agreeable dates. The Employer retains the right to limit the number of employees off in any one (1) week.

ARTICLE 12. HOLIDAYS

A. The following days shall be recognized as holidays: New Year's Day, Memorial Day. Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or any other holiday the store voluntarily closes.

The store will be closed on Christmas Day and no employee shall be required to work on Christmas Day.

B. Time worked on a holiday will be on a voluntary basis. However, if not enough employees volunteer to work, then such work will be assigned to qualified employees on an inverse seniority basis. Employees on the payroll as of 8/18/88 will receive $1.00 per hour holiday premium in addition to their regular hourly rate of pay for hours worked on a holiday (as stated in Article 12-A above).

C. Employees will be paid holiday pay in accordance with the following schedule provided they work the scheduled workday prior to and after a holiday unless absence is due to proven illness, excused by a store manager, or the employee is on a paid leave of absence, and provided further, the employee works part of the holiday week.

Holiday pay shall be arrived at by averaging the hours worked in four (4) weeks immediately preceding the holiday week.

Under 16 hours	2 hours pay
16 hours up to 20 hours	3 hours pay
20 hours up to 25 hours	4 hours pay
25 hours up to 32 hours	6 hours pay
32 hours up to 36 hours	7 hours pay
36 hours up to 40 hours	8 hours pay

D. Employees will not receive holiday pay until they have worked for thirty (30) days.

E. Two (2) personal holidays will be granted to full-time regular employees with one (1) year or more of service on the basis outlined above for holidays on a day mutually agreeable. One (1) personal holiday will be granted to part-timers with one (1) year or more of service on the basis outlined above for holidays on a day mutually agreeable. Courtesy Clerks are not eligible for personal holidays.

ARTICLE 13. INJURY ON THE JOB, FUNERAL LEAVE, JURY DUTY

A. When an employee is injured on the job, they will be paid for the balance of that day's work schedule provided they reported for medical care.

B. The Employer agrees to pay regular employees for necessary absence on account of death in the immediate family, up to and including the day of the funeral, a maximum of three (3) scheduled workdays at straight-time pay provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, and daughter-in-law, or any relative residing with the employee or with whom the employee is residing.

Part-time employees who attend the funeral of one of the above "immediate family" members will be allowed up to three (3) days, as specified above: however, maximum compensation shall be one (1) day.

C. Employees who are subpoenaed and report for jury service shall receive the difference in pay for time lost and amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay per week at the employee's straight-time hourly rate, provided that this jury duty will be limited to ten (10) working days in a calendar year and provided further the employee notifies the Employer the first working day after being notified to report for jury duty. When an employee is released for a day or part of a day, he shall report to his store for work.

ARTICLE 14. LEAVES OF ABSENCE

Leaves of absence will be granted in writing from the Employer's Human Resources Department for the following reasons upon written request to that office:

A. Medical/Maternity Leave: Such leaves will be granted to all employees with ninety (90) days or more seniority for a period not to exceed ninety (90) days when supported by proper medical evidence. Such leave will be submitted in writing and accompanied by a physician's statement giving the anticipated commencement and expiration of such leave. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested in writing to the Human Resources Department and supported by proper medical evidence prior to each expiration. The Employer will be given one (1) week's notice of the employee's desire to return to work supported by a doctor's release to return to work.

B. Union Leave: When an employee leaves employment with the Employer to take employment with United Food & Commercial Workers Union Local No. 655, or the United Food & Commercial Workers International Union, the employee shall be considered on a leave of absence up to a maximum of three (3) years, and the employee shall, after completion of such employment with the Union, return to his/her former employment with the Employer, and his 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.

C. Personal Leaves of absence may be granted to the employee upon written request to the Employer not to exceed thirty (30) days and provided such leave is not used for gainful employment.

D. Employees not complying with the terms of a leave of absence will be considered terminated.

E. Employees returning to work after a leave of absence will be returned to a job to which their seniority entitled them.

F. In determining length of service for the purpose of progression in the wage schedules and vacations, such time while on leave shall not be counted. Employees on leave of absence shall not be entitled to holiday pay.

ARTICLE 15. UNION COOPERATION

A. 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.

When a safety issue is brought to the attention of Store Management, it will be addressed in a prompt manner.

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

C. 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.

D. The Union agrees to lend, without cost to the Employer, a Union Store Card provided it is kept in a conspicuous place. The Store Card is the property of the United Food and Commercial Workers Union.

E. The Union agrees to furnish to the Employer to be used in each place of business, copies of this working agreement and same shall be kept posted where it will be readily accessible to all parties concerned.

ARTICLE 16. SEPARABILITY

A. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of conflict with any Federal or State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

B. The Employer and the Union agree that substitute provisions to replace any part of this Agreement invalidated pursuant to the foregoing shall be incorporated into this Agreement.

ARTICLE 17. HEALTH AND WELFARE

A. Regular Food Clerks (Excluding Courtesy Clerks):

Employees who have been employed effective January 1, 2009, twelve (12) months or longer who are regular will be eligible for the insurance program for Regular employees which is summarized in the attached Schedule "B."

B. Non-Regular Clerks (Excluding Courtesy Clerks):

All Non-Regular Clerks who have been employed eighteen (18) months or longer and maintains an average of sixteen (16) hours per week will be eligible for employee only coverage under the same plan as Regular employees. The hour average will be determined by hours worked for twelve (12) weeks immediately preceding the third week of each month. The hours will be reviewed the third week of each month to determine if the hour qualification is met for coverage for the upcoming month. Any employee who does not meet the hour qualification for the upcoming month will be notified by Human Resources prior to the first of the month in which the employee will not have coverage. Coverage will be reinstated if an employee regains the sixteen (16) hour per week average.

C. Effective January 1, 2014, employee weekly contributions as follows:

Family Coverage	$20.00
Employee and Spouse	$15.00
Employee and Children	$12.50
Full Time Single	$10.00
Part Time	$ 7.00

Effective January 1, 2018, employee weekly contributions as follows:

Family Coverage	$20.00
Employee and Spouse	$15.00
Employee and Children	$12.50
Single	$10.00

Employee's family members who have insurance coverage available through another employer who pays a portion of the cost of the insurance coverage and elect not to take that coverage, the family member will no longer be covered under the Employer Sponsored Plan. Annual audits will be conducted to ensure compliance.

An employee whose spouse is employed by a company that offers primary health insurance, but declines coverage from that employer must pay an additional one-hundred dollars ($100.00) per month for spousal/family coverage.

ARTICLE 18. PENSION

A. Effective August 1, 1988, all employees working under this Agreement will be covered under the provisions of the Employer Retirement Income Plan.

ARTICLE 19. STORE CLOSING

In the event the Employer closes or sells a store and employees are terminated as a result thereof, the Employer shall pay to such full-time employees, a severance pay equal to one (1) week's pay for each year of continuous service as a regular employee to all such employees commencing after the third (3rd) year of continuous service as a regular employee, up to, but not to exceed six (6) weeks pay at their regular rate. However, for those full-time employees, who have completed three (3) years of continuous service as a regular employee, but who have not completed four (4) years of continuous service, those employees will receive pro-rata severance pay for that year only 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.

The Employer shall continue contributions to the Health and Welfare Trust Fund for two (2) full months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Health and Welfare Trust Fund.

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

An employee who is terminated and who is eligible for severance pay and accepts, severance pay forfeits his/her 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/she has not been recalled, he/she will be paid severance pay and forfeit his/her 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.

In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown or other concerted activity, or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

If an employee is offered a transfer within thirty (30) miles of the store in which he/she was last working and he/she refuses to accept the transfer, he/she forfeits his/her rights to severance pay, holiday pay and Health and Welfare contributions.

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 no provisions of this Article shall apply.

The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer or forfeit his/her rights under this Article unless mutually agreed to by the employee, Employer and Union.

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.

An employee, who is otherwise eligible for severance pay and refuses a transfer to a non-union store, shall not disqualify his rights to severance pay.

ARTICLE 20. TECHNOLOGICAL CHANGE

A. 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 for employees:

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

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

3. In the event a full-time 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 full-time employees excluding Courtesy Clerks, with three (3) or more years of continuous service as a regular employee will be eligible for one (1) week's severance pay for each year of continuous service beginning with the fourth (4^{th}) full year, up to a maximum severance of six (6) week's 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) weeks 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 thirty (30) miles.

3. Voluntarily terminates employment.

ARTICLE 21. EXPIRATION

This Agreement shall continue in effect from June 20, 2016 through June 27, 2020, and shall be automatically renewed from year to year unless either party serves notice in writing to the other party sixty (60) days prior to the anniversary date of a desire for termination of or changes in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized representatives this 18th day of October, 2017.

FOR THE UNION:

FOR THE ~~EMPLOYER~~:

SCHEDULE "A" WAGES

CLASSIFICATION

Sign-on Bonus – All Clerks on payroll on or before date of ratification

Department Manager	$1,250
Full Time	$1,000
Part Time	$ 700
Courtesy Clerk	$ 200

	6/19/2016	6/18/2017	6/17/2018	6/19/2019	TOTAL
DPT Bf '88	N/A	$0.35	$0.35	$0.40	$1.10
DPT Aft '88	N/A	$0.35	$0.35	$0.40	$1.10
Top Rated - FT	N/A	$0.30	$0.30	$0.40	$1.00
Top Rated - PT	N/A	$0.25	$0.25	$0.30	$ .80
CC	N/A	$100 LS	$100 LS	$100 LS	$0.00

HIRED BEFORE 1988

	Current	6/19/2016	6/18/2017	6/17/2018	6/19/2019
Meat Market Manager	$17.30		$17.65	$18.00	$18.40
Produce Manager	$16.55		$16.90	$17.25	$17.65
Journeyman	$16.05		$16.35	$16.65	$17.05
Regular F/T	$14.65		$14.95	$15.25	$15.65

HIRED AFTER 1988

Department Heads					
Meat	$16.70		$17.05	$17.40	$17.80
Grocery	$15.95		$16.30	$16.65	$17.05
Produce	$15.95		$16.30	$16.65	$17.05
Front End	$15.95		$16.30	$16.65	$17.05
Deli	$15.95		$16.30	$16.65	$17.05
Drug General Merchandise	$15.95		$16.30	$16.65	$17.05

REGULAR

Full – Time Clerks	Current	6/19/2016	6/18/2017	6/17/2018	6/19/2019
0 – 6 Months	$8.75		$8.75	$8.75	$8.75
6 – 12 Months	$8.80		$8.80	$8.80	$8.80
12 – 18 Months	$9.50		$9.50	$9.50	$9.50
18 – 24 Months	$10.10		$10.10	$10.10	$10.10
24 – 30 Months	$10.55		$10.55	$10.55	$10.55
30 – 36 Months	$11.30		$11.30	$11.30	$11.30
36 – 42 Months	$11.80		$11.80	$11.80	$11.80
42 – 48 Months	$13.65		$13.95	$14.25	$14.65

Part - Time Clerk	Current	6/19/2016	6/18/2017	6/17/2018	6/19/2019
0 – 6 Months	$8.40		$8.40	$8.40	$8.40
6 – 12 Months	$8.45		$8.45	$8.45	$8.45
12 – 18 Months	$8.50		$8.50	$8.50	$8.50
18 – 24 Months	$8.60		$8.60	$8.60	$8.60
24 – 30 Months	$8.70		$8.70	$8.70	$8.70
30 – 36 Months	$8.80		$8.80	$8.80	$8.80
36 – 42 Months	$8.90		$8.90	$8.90	$8.90
42 – 48 Months	$9.00		$9.00	$9.00	$9.00
After 48 Months	$9.50		$9.50	$9.75	$10.05

CLASSIFICATION **Courtesy Clerk**		6/19/2016	1/1/2017	6/18/2017	6/17/2018	6/19/2019
0 – 6 Months	$7.65		$7.70	$7.70	$7.70	$7.70
6 – 12 Months	$7.70		$7.80	$7.80	$7.80	$7.80

Effective *the date following ratification*

It is agreed that any employee relieving any classified employee for a period of three (3) days or more shall be paid the contract rate established for that classification.

Lead Nature's Market (with nutrition sales above $10,000.00 weekly average) will receive twenty-five cents ($0.25) per hour premium.

*Nutrition rates will be based on average weekly sales volume excluding fuel, and will be reviewed based on the Company's thirteen (13) period fiscal year.

Any changes will be effective the second period of the subsequent fiscal year.

No employee will have their rate of pay reduced due to this contract.

Lead Frozen Clerks will receive a one dollar ($1.00) per hour premium.

Lead Dairy Clerks will receive a one dollar ($1.25) per hour premium.

Lead File Clerks will receive a one dollar ($1.00) per hour premium.

Lead Front End Supervisor will receive sixty-five cents (65¢) per hour premium.

Lead Back Door Receiver will receive sixty-five cents (65¢) per hour premium.

Lead Seafood clerk will receive sixty-five cents (65¢) per hour premium.

Back-Up Department Head will receive fifty cents (50¢) per hour premium.

It is agreed that any employee relieving any classified employee for a period of three (3) days or more shall be paid the contract rate established for that classification.

The duties of a Courtesy Clerk employee are confined to bagging, carrying customers' purchases, handling bascarts, parcel pickup, sorting of empty beverage containers, sweeping, spot

mopping of store, returning merchandise left at checkstand, price checks, cleaning restrooms, parking lot and windows.

In the event of a proven violation of the Agreement with respect to the duties and use of the Courtesy Clerk classification, the aggrieved employee will be elevated to a part-time employee with a seniority date of that date and shall remain in that classification.

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

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

Part-time employees promoted to full-time will be placed on the next highest full-time rate that represents at least a one dollar ($1.00) per hour increase.

SCHEDULE "B" INSURANCE SUMMARY
FOR ELIGIBLE REGULAR EMPLOYEES

- Life Insurance (Employee Only)
- A.D. & D. Insurance (Employee Only)
- Dependent Life
- Income Protection (Employee Only)
- Hospital Expense
- Surgical Expense
- In-Hospital Expense
- Diagnostic X-Ray and Lab
- Special Emergency Treatment
- Major Medical
- Annual Physical Exam (Employee Only)
- Vision Care
- Dental Expense
- Prescription Drug Expense

(See Summary Plan Description and other plan documents for eligibility and coverage amounts and limits information.)

June 20, 2012

LETTER OF UNDERSTANDING

FUEL CENTER CLERKS

U.F.C.W. Local 655

The terms and conditions of the Poplar Bluff, MO. Contract shall apply with the following modifications:

A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.

Seniority with the Fuel Center shall prevail.

It is understood that health and welfare and pension benefits are not to be provided to Fuel Center Clerks.

The Lead Fuel Center clerk will be eligible for Health and Welfare and Pension.

Vacations shall be granted per Article 11 of the contract. Holidays will include Christmas and four (4) floating holidays which will be earned after six (6) months of employment but by no later than November 1 of each year. These floating holidays must be taken by November 15 of each year. Full time employees will receive eight (8) hours of holiday pay and part time will receive four (4) hours of holiday pay. Floating holidays will be scheduled by mutual agreement between the Employer and employee.

The Employer may utilize any vendor services available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of the center.

A Fuel Center Clerk, after nine (9) months of service, shall be given preference by seniority and the other usual promotional considerations for Store Clerk openings. If a Fuel Center Clerk accepts a transfer to Store Clerk, their seniority date will be their original date of hire. All contractual benefits based on seniority will then become effective based on that date.

Store Clerks interested in transferring to the Fuel Center Clerk classification shall put their interest in writing to the Store Manager with a copy to the Union.

Prior work experience may be considered in determining a new hire's rate of pay.

Fuel Center Clerks will be paid per the Clerk wage schedules (Hired After May 28, 1988). However, full-time employees will not progress beyond the 36-42 months rate. A Lead Clerk will be appointed. This Lead Clerk will be paid a (75¢) per hour premium. The Lead Fuel Clerk will progress to the 42-48 month rate. If the Employer substantially expands the square footage of the Fuel Center, they will agree to meet with the Union for discussions.

FOR THE UNION:

FOR THE EMPLOYER:

Poplar Bluffs - Local 655		
Delta (Store 386)		
Current Plan Structure (2016)		
Company Plan (All Clerks)		
WELLNESS AND BIOMETRIC SCREENING		
Required?	No	
HRA Incentive: ASSOCIATE & SPOUSE	N/A	
Employer Match Amount	N/A	
SPOUSES AND DEPENDENTS		
Spouse Coverage	Yes - FT Only	
Child Dependent Coverage	Yes - FT Only	
Coordination of Benefits	COB up to plan provisions	
WEEKLY CONTRIBUTION	**Full Time / Part Time**	
Employee	$10.00 / $7.00	
Employee + Spouse	$15.00 / No Coverage	
Employee + Child(ren)	$12.50 / No Coverage	
Employee + Family	$20.00 / No Coverage	
Working Spouse Fee (Per Month)	N/A	
MEDICAL PLAN ESSENTIALS	In Network	Out of Network
Preventive Coverage	100%	100%
Predominant Co-Insurance (EE)	80%	70%
Annual Deductible: Single / Family	$250 / $600	$250 / $600
Out of Pocket Max	$2,500 / $5,000	$2,500 / $5,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE COPAYS	In Network	Out of Network
Primary Care Office Visit Copay (per visit)	$25	$25
Specialist Office Visit Copay (per visit)	$35	$35
Urgent Care Copay (per visit)	20%	20%
Emergency Room Copay (per Visit)	20%	20%
Fee Waived if Admitted	Not Applicable	
PRESCRIPTION PLAN	In Network	Out of Network
Day Supply Retail	30	
Retail Generic Copay	$4.00 Copay	
Retail Brand Formulary Copay	$10.00 Copay	
Retail Brand Non Formulary	$10.00 Copay	
Specialty Brand Formulary Copay	N/A	
Specialty Brand Non Formulary Copay	N/A	
Days Supply Mail-Order	Only Available for 1 month supply	
Mail-Order Generic	Same as Retail	
Mail-Order Brand Formulary	Same as Retail	
Mail Order Brand Non	Same as Retail	

Formulary		
Mail Order Specialty Brand Formulary	Same as Retail	
Mail Order Specialty Brand Non Formulary	Same as Retail	
DENTAL PLAN (Standard Plan)	In Network	Out of Network
Voluntary	No	
Eligibility Requirement	Same as Medical	
Spouse and Dependent Coverage	Yes	
DENTAL PLAN (Standard Plan)	In Network	Out of Network
Preventive Coinsurance	100%	Not Available
Basic Coinsurance	100%	Not Available
Major Coinsurance	100%	Not Available
Annual Maximum Benefit	$1,500	Not Available
Annual Deductible	$25 Individual / $50 Family	Not Available
Orthodontia Coverage	Yes	Not Available
Orthodontia Coinsurance	50%	Not Available
Orthodontia Lifetime Maximum Benefit	$500	Not Available
WEEKLY DENTAL CONTRIBUTION		
Employee Only	N/A	
Employee Spouse	N/A	
Employee + Children	N/A	
Family	N/A	
Vision	**Embedded in Medical**	
Voluntary	No	
Eligibility Requirement	Same as Medical	
Spouse and Dependent Coverage	Yes	
VSP Coverage	N/A	
Exams (every 12 months)	N/A	
Frames (every 24 months)	N/A	
Lenses (every 12 months)	N/A	
Contact Lenses (every 12 months)	N/A	
WEEKLY VISION CONTRIBUTION	In Network	
Employee Only	N/A	
Employee Spouse	N/A	
Employee + Children	N/A	
Family	N/A	
Income Replacement		
Life insurance	$10,000	
Loss of Time - Weekly Benefit	66 2/3% of Salary	
Loss of Time - Maximum Weekly Benefit	$180	
Loss of Time - Maximum Benefit Period	26 weeks	

HW Proposal #2-C 12/6/16			
Company Plan (All Clerks)			
WELLNESS AND BIOMETRIC SCREENING			
Required?	No		
HRA Incentive: ASSOCIATE & SPOUSE	N/A		
Employer Match Amount	N/A		
SPOUSES AND DEPENDENTS			
Spouse Coverage	Yes - FT Only		
Child Dependent Coverage	Yes - FT Only		
Coordination of Benefits	COB up to plan provisions		
WEEKLY Medical CONTRIBUTION	**Contributions (FT & PT)**		
Employee	$10.00		
Employee + Spouse	$15.00 / No Coverage		
Employee + Child(ren)	$12.50 / No Coverage		
Employee + Family	$20.00 / No Coverage		
Working Spouse Fee (Per Month)	$100.00		
MEDICAL PLAN ESSENTIALS	In Network	Non-Network Out of Area	Non-Network In Area
Preventive Coverage	100%	Not Covered	Not Covered
Predominant Co-Insurance (EE)	80%	50%	50%
Annual Deductible: Single / Family	$400 / $750	$500 / $1,000	$500 / $1,000
Out of Pocket Max	$3,000 / $6,000	No Limit	No Limit
Annual Maximum Benefit	Unlimited	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited
POINT OF SERVICE COPAYS	In Network	Non-Network Out of Area	Non-Network In Area
Primary Care Office Visit Copay (per visit)	$25	50%	50%
Specialist Office Visit Copay (per visit)	$40	50%	50%
Urgent Care Copay (per visit)	20%	50%	50%
Emergency Room Copay (per Visit)	20%	20%	20%
Fee Waived if Admitted	No		
PRESCRIPTION PLAN	In Network	Non-Network Out of Area	Non-Network In Area
Day Supply Retail	1 month		
Retail Generic Copay	$8.00 Copay	Not Covered	Not Covered
Retail Brand Formulary Copay	$15.00 Copay	Not Covered	Not Covered
Retail Brand Non Formulary	$15.00 Copay	Not Covered	Not Covered
Specialty Brand Formulary Copay	Minimum: $15 or 15% Maximum: $75.00	Not Covered	Not Covered
Specialty Brand Non Formulary Copay	Minimum: $30 or 30% Maximum: $75.00	Not Covered	Not Covered
Days Supply Mail-Order	90		
Mail-Order Generic	Same as Retail		
Mail-Order Brand Formulary	Same as Retail		
Mail Order Brand Non Formulary	Same as Retail		
Mail Order Specialty Brand Formulary	Same as Retail		
Mail Order Specialty Brand Non Formulary	Same as Retail		
DENTAL PLAN (Indemnity Only)	In Network	Non-Network Out of Area	Non-Network In Area
Voluntary	No		
Eligibility Requirement	Same as Medical		
Spouse and Dependent Coverage	Yes		
DENTAL PLAN (Indemnity Only)	In Network	Non-Network Out of Area	Non-Network In Area
Preventive Coinsurance	100%	Not Available	Not Available
Basic Coinsurnace	80%	Not Available	Not Available
Major Coinsurance	80%	Not Available	Not Available

Annual Maximum Benefit	$1,500	Not Available	Not Available
Annual Deductible	$25 Individual / $50 Family	Not Available	Not Available
Orthodontia Coverage	Yes	Not Available	Not Available
Orthodontia Coinsurance	50%	Not Available	Not Available
Orthodontia Lifetime Maximum Benefit	$500	Not Available	Not Available
WEEKLY DENTAL CONTRIBUTION			
Employee Only	N/A		
Employee Spouse	N/A		
Employee + Children	N/A		
Family	N/A		
Vision			
Voluntary	Yes		
Eligibility Requirement	Same as Medical		
Spouse and Dependent Coverage	Yes		
VSP Coverage	In Network		Out of Network
Exams (every 12 months)	$10 Copay		Covered up to $45
Frames (every 24 months)	$15 Copay - Max Allowance of $150		Covered up to $70
Lenses (every 12 months)	$15 Copay		Covered up to $65
Contact Lenses (every 12 months)	No Copay - Max Allowance of $150		Covered up to $210
WEEKLY VISION CONTRIBUTION	In Network		
Employee Only	N/A		
Employee Spouse	N/A		
Employee + Children	N/A		
Family	N/A		
Income Replacement			
Life insurance	$10,000		
Loss of Time - Weekly Benefit	66 2/3% of Salary		
Loss of Time - Maximum Weekly Benefit	$300		
Loss of Time - Maximum Benefit Period	26 Weeks		