



Recommended Tentative Agreement
Between UFCW LOCAL 655
and
Kroger Poplar Bluff

Vote date: 07/11/2024

Vote time: 3:00 p.m. until 8:00 p.m.

Vote location: 2781 N. Westwood Blvd. Poplar Bluff, MO 63901

Understanding This Proposal

PRINT IN BOLD REPRESENTS PROPOSED NEW LANGUAGE.

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

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

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

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

All provisions of the current Labor Agreement maintain in full force and effect with the following revisions:

1.

Article 2: Coverage

Add changes in bold:

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.

The Employer maintains the right to continue current vendor assistance. The Union recognizes the Employer's need to maintain competitiveness and will consider all future vendor assistance if the Union agrees that there will be a minimal impact on those factors. The Employer will meet with the Union to discuss further utilization of vendor services as they become available to assess the impact on bargaining unit work, hours, scheduling, and bargaining unit size during the term of this agreement.

The proposed additional language ensures that while the Employer may utilize vendor stocking, there will be no negative effect on Employee's.

2.

Article 3: Shop Conditions

Section F: Add changes in bold:

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, **wage rates**, social security number, store code, job code, and date of hire.

The proposed additional language is a clerical change needed for the Union's membership department.

3.

ARTICLE 5- DISPUTE PROCEDURE

Section B: Delete stricken language and add changes in bold:

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 Manager and/or District Human Resources Manager.

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

The proposed change clarifies who will represent the Company during disputes. This is a neutral change.

4.

Article 5: Dispute Procedures

Section G & continued throughout CBA: (Gender neutrality)

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.

The proposed language eliminates unfavorable terms throughout the contract, making this document gender neutral. This is a positive change.

5.

Article 7: Wages

Add changes in bold:

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.

In the event the state or federal minimum wage changes during the term of this Collective Bargaining Agreement and equals or exceeds contract rates, the parties agree to meet and bargain rates of pay.

This proposed language offers wage protections during a minimum wage increase. This is a positive addition.

6.

Article 8: Working Conditions

Section A: Delete stricken language:

~~Work schedules for all employees shall be posted by noon Friday for the following 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.

This is language clean-up and has no bearing on the contract.

7.

ARTICLE 8- WORKING CONDITIONS

Section B: Add changes in bold:

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. **Work performed in excess of eight and one half (8.5) hours per day or forty (40) hours per week shall be paid for at one and on-half (1½) times the employee's straight-time hourly rate of pay, whichever is greater, but in no case on both.**

This proposed change increases the number of hours worked, daily, before an associate earns daily overtime.

8.

ARTICLE 8- WORKING CONDITIONS

Section B-2: Delete stricken language and add changes in bold:

On a regular night shift, ~~fifty-five~~ **seventy-five** cents (\$0.~~55~~**75**) 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.

The proposed change is an increase in the night premium. This is a positive change.

9.

ARTICLE 8- WORKING CONDITIONS

Section C: Delete and re-number:

Time and one-half (1½) shall be paid for all hours worked in excess of the basic workweek or **eight and one half (8.5) hours per day** ~~basic work-day~~ as set forth in paragraph “B” and “B-1” above.

This is a clarifying change needed for the previous proposal.

10.

ARTICLE 8- WORKING CONDITIONS

Section F: Delete stricken language and add changes in bold:

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~~ **Employees must be off the clock when leaving store premises.** No employee shall be required to take a rest period until the employee has worked two (2) hours.

The proposed change was needed for legal reason and does not stop Employees from leaving the store premises but makes it clear they must be off clock when doing so.

11.

ARTICLE 8- WORKING CONDITIONS

Section F-1: Add changes in bold:

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).

Effective Date of Ratification, for any newly promoted full-time “prime time”, produce managers, floral clerks, cake decorators, or front-end supervisor nightwork will be after 7:00 p.m.

This proposed change extends the usual night work schedule for the listed departments. While this could be seen as a negative, this will not affect any employees currently in one of the mentioned positions.

12.

Article 8: Working Conditions

Section N: Delete stricken language:

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.

This is an editing clean-up.

13.

ARTICLE 9- SENIORITY

Section B: Delete stricken language:

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.

This is a clean-up of dated language.

14.

Article 9: Seniority

Section E: Delete:

~~The qualifying quarters to determine employee status shall be made on January 1st, April 1st, July 1st, and October 1st of each year through the end of the calendar year 2021. Effective 1/1/22 Status will be defined as follows:~~

This is clean-up of outdated language.

15.

Article 12: Holidays

Section E: Add changes in bold:

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.

Effective January 1, 2025, associates with 20 or more years of continuous service shall be eligible for an additional personal holiday.

This proposed language gives an additional personal day to Associates with over 20 years of service. This is a positive improvement.

16.

Article 13: Injury on the Job, Funeral Leave, Jury Duty

Section B: Delete stricken language and add changes in bold:

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/**memorial**, 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/**memorial** 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.

The proposed language increases the scope of funeral pay by including memorials. This is a positive improvement.

17.

Article 17: Health and Welfare

2024		
Weekly Contribution	Plan A	Plan B
EE Only	\$15.00	\$12.00
EE + SP	\$20.00	\$17.00
EE + CH	\$17.50	\$1.00
EE + FM	\$25.00	\$22.00
WSP - Monthly	\$200	\$200

2025		
Weekly Contribution	Plan A	Plan B
EE Only	\$15.00	\$12.00
EE + SP	\$20.00	\$17.00
EE + CH	\$17.50	\$14.50
EE + FM	\$25.00	\$22.00
WSP - Monthly	\$200	\$200

2026		
Weekly Contribution	Plan A	Plan B
EE Only	\$16.25	\$12.75
EE + SP	\$22.50	\$19.00
EE + CH	\$19.25	\$15.75
EE + FM	\$28.00	\$24.50
WSP - Monthly	\$225	\$225

2027		
Weekly Contribution	Plan A	Plan B
EE Only	\$17.50	\$13.50
EE + SP	\$25.00	\$21.00
EE + CH	\$21.00	\$17.00
EE + FM	\$31.00	\$27.00
WSP - Monthly	\$250	\$250

2028		
Weekly Contribution	Plan A	Plan B
EE Only	\$18.75	\$14.25
EE + SP	\$27.50	\$23.00
EE + CH	\$22.75	\$18.25
EE + FM	\$34.00	\$29.50
WSP - Monthly	\$250	\$250

The proposed language reflects Employee contribution rate increases. While these increases will not start until 2026, allowing eighteen (18) months at the current rate, this could still be seen as a negative.

18.

Article 21: Joint Management Labor Committee

A Labor/Management Committee shall be established to meet on a quarterly basis, or as needed, to discuss situations and concerns that cannot be addressed within the scope of the Labor Agreement and to work towards a mutual goal of maintaining fair and consistent standards that contribute to bargaining unit members' quality of life and effective business operations.

Agenda and Scheduling. Both parties should submit agenda items to the Designated Representative, (the Designated Representative shall be selected from both parties) no later than seven (7) days prior to the date of the scheduled meeting. If mutually agreeable the parties may meet virtually or in person. There shall be no obligation to schedule Labor/Management meetings more than quarterly, except by mutual agreement.

Functions of the Committee. The parties agree that the responsibility and function of the Labor/Management Committee will be to consider issues in order to promote good Labor/Management relations. The functions of the Committee are:

- A. To provide feedback and communications on situations in the workplace as they relate to employee quality of life issues and effective business operations.**
- B. To identify opportunities for improved Labor/Management relations.**

Purpose of Committee. The Committee shall consist of not more than two (2) bargaining unit employees, one (1) Union official, and two (2) officials from the Company. By mutual agreement, the parties may have additional participants.

Scope of the Committee. When necessary, the Committee will make recommendations to the Union and the Company on the issues it discusses. No communications will be made based on the Committee's work unless approved by mutual agreement on both sides.

The proposed language adds additional protections and opportunity for positive communication between Employees, their Union, and the Company. This is a positive change.

19.

Article 22: Expiration

Delete stricken language and add changes in bold:

This Agreement shall continue in effect from June ~~23, 2024~~ ~~28, 2020~~ through June **24, 2028** ~~22, 2024~~, 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.

This will be a four-year agreement.

20.

Schedule "A" Wages

Delete stricken language and add changes in bold:

Attached Schedule "A" Wages

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

Lead Dairy Clerks will receive a one dollar and twenty-five cents (\$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~~ **seventy-five** cents (~~6575¢~~) per hour premium.

Lead Seafood Clerk will receive ~~sixty-five~~ **seventy-five** cents (~~6575¢~~) per hour premium.

Lead Back Door Receiver will receive ~~sixty-five~~ **seventy-five** cents (~~6575¢~~) per hour premium.

Back Up Department Head will receive ~~fifty cents (50¢)~~ **one dollar (\$1.00)** per hour premium.

A Pickup Lead will be established if a location averages fifty (50) orders or more per day over a 12-month period. The Company will review average orders which will be effective the second period of each fiscal year based on the previous 13 periods. If the average orders per day drops below 50, the current Lead will be reclassified to a clerk. The premium for this position will be \$0.75 per hour.

The proposed changes are increases to many Lead premiums and additional language clarifying the Pickup Lead position. These are positive changes.

21.

WAGES

Top Rate Increases	7/21/2024	7/20/2025	7/19/2026	7/18/2027
Dept. Leaders	\$0.60	\$0.50	\$0.50	\$0.50
Legacy (Pre-1988)	\$0.60	\$0.50	\$0.50	\$0.50
Full Time Top Rate	\$0.60	\$0.50	\$0.50	\$0.50

Payrate	7/21/2024	7/20/2025	7/19/2026	7/18/2027
	\$19.35	\$19.85	\$20.35	\$20.85

New CBA

Payrate	7/21/2024	7/20/2025	7/19/2026	7/18/2027
	\$20.10	\$20.60	\$21.10	\$21.60

New CBA

Payrate	7/21/2024	7/20/2025	7/19/2026	7/18/2027
	\$17.55	\$18.05	\$18.55	\$19.05

New CBA

Progression	7/21/2024	7/20/2025	7/19/2026	7/18/2027
Step 1	\$14.00	\$14.35	\$14.70	\$15.00
Step 2	\$15.00	\$15.50	\$16.00	\$16.25
Step 3 (Top Rate)	\$16.55	\$17.05	\$17.55	\$18.05

Wage Notes:

*Associates at \$13.00 will move to \$14.00 (Step 1)

*Associates at \$14.00 will move to \$15.00 (Step 2)

*Associates at \$15.95 will move to \$16.55 (Step 3)

*New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step if they average **thirty (30+)** weekly hours over the company's standard twelve (12) month measurement period.

Courtesy Clerk:

Payrate	\$13.15	\$13.50	\$13.85	\$14.20
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These proposed changes reflect the negotiated wage increases and a reduction in the average hours needed to progress to 2nd step of the wage scale. A reduction in the average hours needed, should result in more Employees moving to higher rates of pay. These are positive changes.