

Recommended Tentative Agreement
between
Schnuck Markets, Inc.
Focus on Design
and
UFCW Local 655

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.

The current collective bargaining agreement with the following modifications:

1. Article 3 Union Security

Change to read:

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 resubmit the amount due on the next regular monthly billing.

Once each month the Company will submit to the Union a list of employees hired the previous month. The list will include the employee's name, social security number, phone number, home address, location code, job code and date of hire. **Additionally, a list of all employees that have been terminated during the previous month will be sent to the Union.**

Once each year or each week, the Company will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish to the Company the amounts to be deducted on the regular monthly billings.

EFFECT: THIS IS AN ADMINISTRATIVE BENEFIT FOR THE UNION AND WILL EXPEDITE THE PROCESS OF NEW EMPLOYEES JOINING THE UNION. ALTHOUGH THE COMPANY HAS BEEN SENDING THIS INFORMATION PREVIOUSLY, CHANGING THE LANGUAGE IN THE CONTRACT ASSURES THAT THIS PRACTICE WILL CONTINUE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

2. Article 6 Hours

Clean up:

Section 6.5 The Plant Manager will post a work schedule by seniority (in ink or other permanent means) for all employees by surname and initial, for the succeeding week by eleven o'clock (11:00 a.m.) ~~Friday of the current week (effective November 1, 2020)~~, Thursday of the succeeding week). This schedule shall be accessible to all employees and the Union.

EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. IT REMOVES THE CONTRACT LANGUAGE THAT IS EITHER NO LONGER RELEVANT OR IS OUTDATED CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

3. Article 9 Job Descriptions

Change to read:

The person classified shall arrange, process, care for and package for delivery fresh or artificial flowers, potted plants, bulbs, garden plants, accessories, corsages, fruit baskets, combination gift packages, telephone orders, mercury orders, floral department orders, maintain inventory levels on the design floor, slotting seasonal product, responsible for cleanliness of their work stations, and customer service for walk-in customers.

Those employees classified as a Floral Arranger shall have the first opportunity to be trained as a Floral Designer upon written request from the employee. There will be a six month trial period in which the Company will determine if the Floral Arranger will remain in the Floral Designer position. If not, the Floral Arranger will move back to their former position as a Floral Arranger.

EFFECT: THIS GIVES FLORAL ARRANGERS THE FIRST OPPORTUNITY TO BE TRAINED AS A FLORAL DESIGNER SHOULD THE ARRANGER DESIRE TO MOVE TO THE CLASSIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

4. Article 10 Holidays

Change to read:

Section 10.2 All full-time employees who have completed one (1) year of continuous service will receive two, three (3) personal holidays. These personal holidays shall be celebrated on any date 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.

Employees who attain full time seniority status will be eligible for personal holidays during their initial calendar year as a full time employee based on the following:

Attains full time status between January – June	Three (3) personal holidays
Attains full time status between July – September	Two (2) personal holidays
Attains full time status between October – November	One (1) personal holiday
Attains full time status in December	Zero (0) personal holidays

Part-time employees who have been employed for one (1) year or more five (25) hours or more shall be granted personal holidays as follows:

- One (1) year of service as of January 1 One (1) personal holiday.
- Two (2) years of service as of January 1 Two (2) personal holidays.
- Six (6) years of service as of January 1 Three (3) personal holidays.

Effective January 1, 2024, this section will be replaced with the following:

In addition to the above holidays, employees, who have attained full-time seniority status shall be granted three (3) personal holidays subject to the same conditions set forth in this Article for other holidays. Employees who attain full-time seniority status, will be eligible for personal holidays during their initial calendar year as a full-time employee based on the following:

- Attains full-time status between January - June Three (3) personal holidays**
- Attains full-time status between July – September Two (2) personal holidays**
- Attains full-time status between October – November . One (1) personal holiday**
- Attains full-time status in December Zero (0) personal holidays**

Effective January 1, 2024, part-time employees with one (1) year of service as of January 1, shall be granted one (1) personal holiday.

Effective January 1, 2024, part-time employees with two (2) years of service as of January 1, shall be granted two (2) personal holidays.

Effective January 1, 2024, part-time employees with five (5) years of service as of January 1, shall be granted three (3) personal holidays.

These personal holidays shall be celebrated on any day which is mutually agreeable to the employee and the Company. No weeks may be blocked out. After employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1st.

EFFECT: THIS LANGUAGE MIMICS THE LANGUAGE OF THE SCHNUCKS METRO CONTRACT REGARDING PERSONAL HOLIDAYS. WHERE THERE IS NO CHANGE FOR THE FULL-TIME EMPLOYEES, THIS REMOVES THE HOUR REQUIREMENT FOR PART-TIME EMPLOYEES AND GRANTS 3 PERSONAL HOLIDAYS AFTER FIVE

YEARS INSTEAD OF SIX YEARS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

5. Article 13 Vacations

Clean up:

~~Section 13.8 Effective January 1, 2021, e~~ Employees who are eligible for two (2) or more weeks of vacation will be allowed to use two (2) weeks of their vacation one (1) day at a time for sickness or other personal reasons, however no more than five (5) of these days may be used for sickness. Employees abusing this privilege shall be subject to corrective action. If these days are used for other than sickness, the rules of selecting personal holidays as outlined in Article 10, Section 2 will apply.

EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. IT REMOVES THE CONTRACT LANGUAGE THAT IS EITHER NO LONGER RELEVANT OR IS OUTDATED CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

6. Article 16 Sick Days

Change to read:

Each January 1, employees who were paid one thousand eight hundred seventy-two (1,872) hours or more in the prior calendar year will be granted two (2) sick days.

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

All sick days will be paid off in the first full week of December each year. However, employees have the option to use sick days as personal holidays in accordance with the procedure outlined in Article 10. **Employees shall be entitled to earned Sick Days due but not taken in the calendar year in which they terminate employment.**

Any employee who is discharged for dishonesty or does not give at least one (1) weeks' notice shall forfeit all Sick Day rights.

EFFECT: THIS WOULD ALLOW SICK DAYS TO BE PAID OUT FOR PARTNERS THAT RESIGN, TERMINATE, OR RETIRE RATHER THAN LOSING THESE DAYS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

7. Article 16 Sick Days

Change to read:

~~Employees who are not eligible for sick days as described in the preceding paragraphs, but who are eligible for and participating in health care benefits will be granted thirty-six (36) hours per calendar year in lieu of sick days for the purposes of Health and Welfare contributions only. Employees will notify the Human Resource/Labor Relations department with the request for contributions to be made to maintain eligibility for health care benefits.~~

Employees who are not eligible for sick days as described in the preceding paragraphs, but who are eligible for and participating in health care benefits will be granted thirty-six (36) hours per calendar year for the purposes of Health and Welfare contributions only. Employees will notify the UFCW Local 655 Health and Welfare Fund with the request for contributions to be made to maintain eligibility for health care benefits.

Effective January 1, 2023, and each January 1 thereafter, the fund shall compute the hours reported on all participants working under a collective bargaining agreement with hourly contributions for the previous year. Participants that have less than one thousand eight hundred seventy-two (1872) hours reported shall be granted a “health insurance eligibility hours bank” of hours not to exceed thirty-six (36) hours in a calendar year. These hours may only be used to continue their current health coverage in the event the participant falls short of the required hours to maintain their eligibility for that coverage. These hours may not be used to initially qualify for coverage or to increase their existing level of benefits (example: move from self-coverage to dependent or family coverage). The use of the health insurance eligibility hours bank must be requested of the fund by the participant.

EFFECT: THIS WILL STREAMLINE THE ABILITY FOR THOSE EMPLOYEES THAT ARE ELIGIBLE FOR THE SICK BANK TO MAINTAIN THEIR HEALTH INSURANCE. THIS WILL MAKE THE PROCESS OF USING SICK BANK HOURS MORE EFFICIENT BY ALLOWING THE HEALTH & WELFARE FUND THE ABILITY TO BOTH ADMINISTER AND APPLY SICK BANK HOURS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

8. Article 17 Non-Discrimination

Change to read:

The Company and the Union are pledged to policies of referring and employing personnel on the basis of ability, qualifications and performance. The Company and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, **gender expression, gender identity**, age, disability, or union activities in accordance with existing law. The parties agree also to observe non-discriminatory practices in the application and administration of the provisions of this Agreement.

EFFECT: THIS ADDS GENDER EXPRESSION AND GENDER IDENTITY TO THE CONTRACT’S NON-DISCRIMINATION CLAUSE. BY ADDING THIS, IT IS ASSURED

THAT NO PARTNER WILL BE DISCRIMINATED AGAINST BECAUSE OF THEIR GENDER EXPRESSION OR GENDER IDENTITY. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

9. Article 18 Health and Welfare

Change to read:

Section 18.1 The Company shall continue to pay four dollars and ninety-~~nine~~ cents (~~\$4.90~~)**(\$4.99)** 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, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents (\$4.36) per hour.~~

~~Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57).~~

~~Effective June 1, 2021, for hours paid in May, 2021, the Company shall pay four dollars and ninety-nine cents (\$4.99).~~

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.

Effective June 1, ~~2022~~ **2025**, for hours paid in May, ~~2022~~ **2025** and thereafter, the employer agrees to pay the same contractual rate set by the fund for all contributing employers at such time the Fund establishes a change in the rate. The employer agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

EFFECT: THE ABOVE RATES ARE ADEQUATE NOT ONLY TO MAINTAIN THE CURRENT LEVEL OF BENEFITS, BUT ALSO TO MAKE IMPROVEMENTS TO THE BENEFITS. THESE CONTRIBUTION RATES ALLOW FOR THE TRUSTEES TO IMPROVE ELIGIBILITY TO A ROLLING THREE-MONTH PERIOD. THE CONTRIBUTIONS ALSO ALLOW FOR INCREASES TO VISION BENEFITS AND TO NEARLY DOUBLE THE SHORT-TERM DISABILITY BENEFIT. ALL OF THESE BENEFIT INCREASES COME WITH NO CHANGE TO THE PREMIUM SHARE PAID BY THE PARTNERS. IN ADDITION THE HEALTH & WELFARE FUND HAS HIRED A FULL TIME ADVOCATE WHOSE SOLE JOB WILL BE TO VISIT WORK SITES AND REVIEW BENEFITS AND COVERAGES. THIS IS A POSITIVE EFFECT FOR OUR PARTNERS.

~~There will be three (3) one-month company contribution holidays. The first holiday will be the July 2019 payment for hours paid in June 2019, the second holiday will be for the August 2019 payment for hours paid in July 2019, the third for the August 2020 payment for hours paid in July 2020. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) month 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.~~

~~If the Fund's reserve level excluding IBNR exceeds six (6) months for the month of August 2021, the company will be eligible for an additional contribution holiday for hours paid in July 2021 if it meets the requirements of the utilization schedule adopted by the Fund.~~

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.

EFFECT: THE HEALTH & WELFARE FUND CURRENTLY HAS NEARLY SEVEN MONTHS OF RESERVES. THE TRUSTEES BUDGET FOR THREE MONTHS OF RESERVES. THESE CONTRIBUTIONS HOLIDAYS WILL SPEND DOWN RESERVES FOR A SAVINGS TO THE COMPANY. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

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

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

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

~~Effective January 1, 2020, 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
EE Only	\$27.75	\$32.50	\$17.25	\$22.00	\$11.50	\$16.25	\$2.00	\$6.00
EE + Child(ren)	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	\$5.00	\$9.00

EE + Spouse*	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	\$5.00	\$9.00
Family*	\$37.00	\$41.75	\$26.75	\$31.25	\$21.00	\$25.50	\$10.00	\$14.00

Effective January 1, 2021, 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
EE Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
EE + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
EE + 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

Effective January 1, 2022, 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
EE Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
EE + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
EE + Spouse*	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Family*	\$37.00	\$41.75	\$29.75	\$34.25	\$24.00	\$28.50	\$19.00	\$24.00

* 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.

EFFECT: ALL OF THESE BENEFIT INCREASES COME WITH NO CHANGE TO THE PREMIUM SHARE PAID BY THE PARTNERS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

10. Article 19 Pensions

Change to Read:

Section 19.1 Subject to the terms of this Article, the Company shall continue to pay ~~(\$1.12) one dollar and fifty-two cents (\$1.52)~~ 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 November 1, 2020, for hours paid in October 2020, the Company will pay one dollar and forty one cents (\$1.41) per hour; effective January 1, 2021, for hours paid in December 2020, one dollar and fifty six cents (\$1.56) per hour; effective November 1, 2021, for hours paid in October, 2021, one dollar and forty two cents (\$1.42) per hour; effective January 1, 2022, for hours paid in December 2021, 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.

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

Section 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.

Section 19.3 The Company shall not be required to make contributions on behalf of all employees for the first twelve (12) months of employment. The parties agree that the obligation to contribute begins on the first day of the thirteenth (13th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, ~~2024~~ **2023**. The Company’s obligation begins with hours worked on and after July 1, ~~2022~~ **2024**.

EFFECT: THE PENSION FUND IS PROJECTED TO BE 120% FUNDED BY 2027. THESE FUNDING LEVEL PROJECTIONS WILL KEEP THE FUND IN GREAT SHAPE AND SECURE RETIREMENT BENEFITS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

11. Article 24 – Wages

The following rates of pay and pay schedules shall remain in effect for the life of the Agreement and shall constitute the basis for determination of wages for time worked:

Floral Processor

Effective:	<u>01/01/23</u>	<u>1st Monday after DOR</u>	<u>08/05/24</u>	<u>08/04/25</u>
1st 1,040 hours		14.00	14.00	14.00
Next 1,040 hours		14.50	14.50	14.50
Thereafter/Next 1,040 hours	14.00	15.25	15.25	15.25
Next 1,040 hours			15.50	15.50
Thereafter/Next 1,040 hours			16.25	16.25
Next 1,040 hours				16.50

Thereafter 17.25

Delivery Persons/Warehouse
Workers

Effective:	<u>01/01/23</u>	<u>1st Monday after DOR</u>	<u>08/05/24</u>	<u>08/04/25</u>
1st 1,040 hours	15.00	15.00	15.00	15.00
Thereafter/Next 1,040 hours		15.75	15.75	15.75
Next 1,040 hours		16.25	16.25	16.25
Thereafter/Next 1,040 hours	15.75	17.00	16.75	16.75
Next 1,040 hours			17.25	17.25
Thereafter/Next 1,040 hours			18.00	18.00
Next 1,040 hours				18.50
Thereafter				19.00

Floral Arrangers

Effective:	<u>01/01/23</u>	<u>1st Monday after DOR</u>	<u>08/05/24</u>	<u>08/04/25</u>
1st 1,040 hours	14.50	14.50	14.50	14.50
Thereafter/First 1,040 hours		15.00	15.00	15.00
Next 1,040 hours		15.50	15.50	15.50
Thereafter/Next 1,040 hours	15.00	16.25	16.25	16.25
Next 1,040 hours			16.75	16.75
Thereafter/Next 1,040 hours			17.25	17.25
Next 1,040 hours				17.75
Thereafter				18.25

Floral Designers

Effective:	<u>01/01/23</u>	<u>1st Monday after DOR</u>	<u>08/05/24</u>	<u>08/04/25</u>
1st 1,040 hours	15.00	15.00	15.00	15.00
Next 1,040 hours	15.50	15.50	15.50	15.50
Thereafter/Next 1,040 hours		16.00	16.00	16.00
Next 1,040 hours		16.50	16.50	16.50
Thereafter/Next 1,040 hours	16.00	17.25	17.00	17.00
Next 1,040 hours			17.50	17.50
Thereafter/Next 1,040 hours			18.25	18.00
Next 1,040 hours				18.50
Thereafter				19.25

Design Floor Manager

Effective:	<u>01/01/23</u>	<u>1st Monday after DOR</u>	<u>08/05/24</u>	<u>08/04/25</u>
	\$18.00	\$19.25	\$20.25	\$21.25

Employees above the thereafter rate for their classification shall receive an increase of ~~twenty-five cent (25¢) per hour on January 1, 2022, thirty-five cent (35¢) per hour on January 1, 2022, and fifty cent (50¢) per hour on January 1, 2023.~~ **One Dollar and Twenty-Five Cents (\$1.25) per hour on (first Monday after DOR), One Dollar (\$1.00) per hour on August 5, 2024 and One Dollar (\$1.00) per hour on August 4, 2025.**

Employees hired above the starting rate of pay or moved to a higher bracket will progress to the next pay bracket upon completion of 1,040 hours.

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

Leads will be paid seventy-five cents (75¢) per hour in addition to their base rate of pay.

Floral Designers will be paid seventy-five cents (75¢) per hour in addition to their base rate of pay.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR AND TWENTY-FIVE CENTS WAGE INCREASE EFFECTIVE ON THE FIRST MONDAY AFTER THE DATE OF RATIFICATION. THIS CONTRACT ALSO REFLECTS A ONE DOLLAR INCREASE IN AUGUST OF 2024 AND IN AUGUST OF 2025. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

12. Article 25 Term of Agreement

Change to Read:

This Agreement shall become effective as of ~~June 22, 2020~~ **June 22, 2023**, and shall remain in force and effect through ~~June 21, 2023~~ **June 15, 2026**. If written notice shall not be given by either party at least sixty (60) days before the expiration date of an intention to request alternation, amendment or termination of this Agreement, then this Agreement shall automatically remain in force for the period of an additional year.

EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. IT REMOVES THE CONTRACT LANGUAGE THAT IS EITHER NO LONGER RELEVANT OR IS OUTDATED CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

13. LETTER OF UNDERSTANDING #1

Clean-up:

During the term of the agreement that expired June 15, 2008 it was agreed to remove the Clerical Employees from the bargaining unit and add a Floral Arrangers position. Representatives from Local 655 met with the ~~two~~ clerical employees at the time (~~Dinah Ford and Sarah Baranovic~~) to review their options: 1) continue as a member of Local 655 and be red-circled in the Clerical position, 2) discontinue membership with Local 655 and continue in the clerical position as a non-union employee, or 3) continue as a member of Local 655 and transfer into the new Arranger's classification.

Both employees informed our facility manager that they wished to continue as members of Local 655 and be red-circled in the Clerical position. Therefore, as agreed, these employees were red-circled as clerical employees.

Regarding the red-circled Clerical Employees, the following job description will apply.

Employees in this position handle the phone systems, receive visitors and answer general questions. They perform clerical duties including the processing of memos/reports, accounts receivable, account payable, UPC maintenance, weekly communications to the stores, maintain warehouse inventory and the daily computer tasks required by FTD. An office clerical may be familiar with numerous computer programs as required in their specific job assignment.

Red-circled Clerical employees will receive the following wage increases:

Sarah Baranovic shall receive an increase of ~~twenty five cents (25¢) per hour on January 1, 2021, thirty five cents (35¢) per hour on January 1, 2022, and forty five cents (45¢) per~~

~~hour on January 1, 2023~~ **One dollar and twenty-five cents (\$1.25) per hour on (first Monday after DOR), one dollar (\$1.00) on August 5, 2024 and one dollar (\$1.00) on August 4, 2025.**

All other terms and conditions of the current collective bargaining agreement will apply to Clerical employees.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR AND TWENTY-FIVE CENTS WAGE INCREASE EFFECTIVE ON THE FIRST MONDAY AFTER THE DATE OF RATIFICATION. THIS CONTRACT ALSO REFLECTS A ONE DOLLAR INCREASE IN AUGUST OF 2024 AND IN AUGUST OF 2025. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

14. LETTER OF UNDERSTANDING (New #5)

Add language:

The intent of this language is to institute a new seniority classification of Part-time Flex (PTF). PTF employees shall be classified under a separate seniority list and shall only have seniority over other PTF employees and shall only work shifts claimed through the process outlined in this LOU. Current and future full-time and part-time employees shall not have any reduction in hours as a result of this provision. The Company or facility management shall not manipulate the schedules to accommodate PTF employees.

No Part-time Flex employee shall acquire any seniority rights until the employee has completed thirty (30) working shifts, but not to exceed ninety (90) calendar days from date of hire, and the employee shall be deemed as a probationary employee during this time frame. On the employee's thirty-first (31st) working shift or ninety-first (91st) day, seniority shall apply from the date of employment.

Full-time and part-time employees shall have their weekly hours scheduled as described in Article 6 and the schedule shall be posted as required in Section 6.5.

All provisions of the Collective Bargaining Agreement apply unless specifically expressed in this Letter of Understanding and/or associated bargaining notes. The Company shall pay contributions on all hours paid up to forty (40) hours per week to the Health & Welfare and Pension Funds, as described in Articles 18 and 19 of this Collective Bargaining Agreement.

The PTF employees hire date will be used for purposes of vacation, personal holidays, and other contractual benefits.

Regarding seniority for selecting shifts under this LOU the following shall be the order for awarding shifts:

- In-location employees (the shift does not create overtime)
- Out of location employees(the shift does not create overtime)
- PTF employees (the shift does not create overtime)
- In-location employees (overtime)
- Out of location employees(overtime)
- PTF employees (overtime)

Regarding 10.1, PTF employees must work the selected shift before the holiday and the selected shift after the holiday to qualify for holiday pay. However, if a PTF 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 8 or FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week. PTF employees shall not be subject to the inverse scheduling of Sundays or holidays as described in Article 6.3 or overtime as described in 6.1b.

Any Part-time Flex employee who indicates their desire, in writing, to be scheduled as a regular part-time status employee shall be given the appropriate seniority date within that respective seniority grouping using the date of that status change. Their new seniority date will be for the purpose of scheduling hours by seniority, but they shall retain their original hire date for all other benefit eligibility.

No shifts will be less than four (4) hour shifts.

If an employee relinquishes their shift through the designated process and they have received notification that the shift was filled, then that employee will be released from the responsibility of that shift and shall not receive any discipline or occurrence for the shift.

Employees from other UFCW 655 represented Schnucks locations may select shifts by seniority based on the Part-time Flex provisions of the Collective Bargaining Agreement for any location so long as PTF language is present in the Collective Bargaining Agreement for that location. Shifts would be awarded based on the employee's seniority as any other "Out of store clerk".

EFFECT: THIS LETTER OF UNDERSTANDING ESTABLISHES A NEW PRACTICE WHERE SCHNUCKS EMPLOYEES CAN CLAIM AVAILABLE SHIFTS AT OTHER SCHNUCKS LOCATIONS THROUGHOUT THE AREA. EMPLOYEES ARE NO LONGER TIED TO HOURS SOLELY IN THEIR STORE.

UNFILLED, VACANT, OR HOURS ADDED TO THE SCHEDULE WILL BE FILLED IN-STORE UNDER THE CURRENT CONTRACT LANGUAGE. HOWEVER, IF SHIFTS REMAIN VACANT, EMPLOYEES WILL BE NOTIFIED VIA SCHNUCKS WORX OR A SIMILAR TYPE OF APPLICATION SO PARTNERS FROM OTHER SCHNUCKS STORES MAY PICK UP ADDITIONAL HOURS BY SENIORITY. THIS MAY PROVIDE ADDITIONAL OPPORTUNITIES FOR OVERTIME FOR FULL-TIME EMPLOYEES.

THIS SHOULD ALSO PROVIDE ADDITIONAL OPPORTUNITIES FOR PART-TIME EMPLOYEES TO PICK UP ADDITIONAL HOURS.

LASTLY, THIS WILL CREATE AN ADDITIONAL SENIORITY CLASSIFICATION TITLED PART-TIME FLEX (PTF) EMPLOYEES. THESE EMPLOYEES ONLY HOLD SENIORITY OVER OTHER PTF CLERKS. THEY ARE NOT SCHEDULED WEEKLY HOURS. INSTEAD, THEY WORK ONLY BY SELECTING SHIFTS THAT HAVE NOT BEEN SELECTED BY REGULAR EMPLOYEES. THIS NEW CLASSIFICATION OF EMPLOYEES HAVE ALL THE RIGHTS OF OTHER CLERKS REGARDING BENEFITS, VACATION, ETC.

THE ABILITY FOR OUR PARTNERS TO SELECT SHIFTS AT MULTIPLE LOCATIONS TO MAXIMIZE THEIR HOURS MAKES THIS A POSITIVE FOR OUR PARTNERS.