

**Recommended Tentative Agreement  
between  
Dierbergs Markets, Inc.  
and  
UFCW Local 655  
Metro St. Louis Clerks**

*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.**

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The current collective bargaining agreement with the following modifications:

1. ARTICLE 1 - JURISDICTION

Section 1.4 The above described restriction on work jurisdiction has been, by mutual agreement between the Union and Company, relaxed and altered in the following respect: Vendors entering the said retail establishment for the purpose of delivering and/or servicing bread, milk, chips and snacks, spices, cookies and crackers, soda, greeting cards, ice cream, beer and liquor, L'eggs, pizza, and other traditional direct store delivery (DSD) items. This definition shall also include the following items shipped through and from the Company's warehouse(s): cookies, crackers, snacks, soda, spices, baby food and any "cross-docked" merchandise, which is construed as palletized, pre-selected, individual store miscellaneous products, usually distributed by a specialty merchandise type vendor.

Removal of outdated product and rotation of perishable dated products which are already on the shelf or in the case by vendors shall be authorized.

Vendors may clean shelves when rotating product or removing outdated product. Vendors may hang tags as part of resets and new product placement.

Outside salespersons, Store Management and the Company's reset crew shall not be restricted from performing resets or rearrangements of any product once it has been initially stocked by bargaining unit employees, except for new stores and major remodels.

~~No employee who is on the seniority list as of June 11, 2014, shall have their hours reduced as a direct result of the relaxation of bargaining unit work jurisdiction for vendors in the contract expiring on May 12, 2013.~~

Any work done by any person outside of the bargaining unit in violation of this Agreement after it has been brought to the attention of management shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½) the top clerk rate in the contract, or time and one-half (1½) the employee's regular rate, whichever is the greatest, in addition to the employee's normal pay for that day. This shall not preclude the Union Representative of the local Union from filing a grievance pertaining to a violation of this paragraph in the name of a particular employee who shall be compensated in the method herein provided above.

Once a violation of any work done by any person outside of the bargaining unit has once been brought to the attention of Management; any other violations within a two (2) week time period by the same person shall result in the employee on duty who reports the violation receiving pay for the time worked at time and one-half (1½) the top clerk rate in the contract, or time and one-half (1½) the employee's regular rate, whichever is greater, in addition to the employee's normal pay for that day.

**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.**

## 2. ARTICLE 2 - UNION SECURITY

Section 2.2 All new employees must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

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

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

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

The Company shall, on or before the last day of the same month, deduct and remit such dues as authorized to the Union.

The Company will deduct Union dues and initiation fees on a weekly basis. The Company shall, on or before the tenth (10<sup>th</sup>) day of the following month, remit such dues as authorized to the Union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to 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 employees' names, social security numbers, **phone number, home address**, store codes, job codes and dates 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 the Company the amounts to be deducted on the regular monthly billing.

**EFFECT: THIS IS AN ADMINISTRATIVE BENEFIT FOR THE UNION AND WILL EXPEDITE THE PROCESS OF NEW ASSOCIATES 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.**

3. ARTICLE 2 - UNION SECURITY

Section 2.5 The Company and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, **gender expression, gender identity**, age, or disability in accordance with existing law.

**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.**

4. ARTICLE 7 - UNAUTHORIZED ACTIVITIES

Section 7.2 The failure of any employee to cross or work behind a lawful primary labor picket line which has been officially recognized by the St. Louis Labor Council and/or the United Food and Commercial Workers International Union, shall not constitute a violation of this Agreement. **For the purpose of this section, a primary picket line shall not include a picket line against an employer that is leasing space from the Company.**

**EFFECT: THIS CHANGE WAS TO CLARIFY THE LANGUAGE IN THIS SECTION DUE TO DIERBERGS LEASING SPACE INSIDE THEIR STORES TO OTHER COMPANIES. OUR PARTNERS WOULD CONTINUE TO WORK EVEN IF THERE IS A PICKET LINE ESTABLISHED ON A COMPANY THAT IS LEASING SPACE INSIDE OF THE DIERBERGS STORES. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON OUR PARTNERS.**

5. ARTICLE 8 - HOURS AND WORKING CONDITIONS

Section 8.2

A. The Store 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 as soon as practical, but no later than 11:00 a.m. on ~~Friday of the current week (effective September 26, 2019,~~ Thursday of the current week). Any employee leaving on schedule before 11:00 a.m. and who is not scheduled to work on Friday or Saturday will be advised by store management of the employee's schedule to be posted. This schedule shall be accessible to all employees and the Union. Copies of all schedules shall be posted in one central location accessible to all employees. In addition, the posted schedule shall be the same schedule that is posted on the computer system and any changes to the posted schedule will also be changed on the computer system concurrently.

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6. ARTICLE 8 - HOURS AND WORKING CONDITIONS

Section 8.2

E. When hours are added to the posted schedule during the week, they shall be given to the most senior qualified part-time employee(s) who are available to work those hours. Such added hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in the number of hours added and when the hours are needed; and further provided such hours will not cause the payment of overtime. If the Company offers the hours to an employee not scheduled the day the added hours are needed, the Company will ~~call~~ **notify (by text, email, phone call, or other methods based on the preference of the employee)** the most senior qualified part-time employee not scheduled to work five (5) shifts (Monday through Saturday) excluding Sunday and offer the added hours to this employee. However, full-time employees working less than forty (40) hours because of special request, or full-time employees scheduled for thirty-two (32) hours during holiday weeks, will be offered available call-in work in accordance with this section.

F. If in case of an emergency an employee fails to report to work as scheduled, then those hours will be offered to the most senior qualified part-time employee(s) working that day

and is available to work the needed hours or to the most senior qualified part-time employee not scheduled to work on those days. Such hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in the number of hours offered and when the hours are needed; provided such hours will not cause the payment of overtime. When the Company offers the hours to an employee not scheduled the day the hours are needed, the Company will ~~call~~ **notify (by text, email, phone call, or other methods based on the preference of the employee)** the most senior qualified part-time employee not scheduled to work five (5) shifts (Monday through Saturday) excluding Sunday and offer the hours to this employee. However, full-time employees working less than forty (40) hours because of special request, or full-time employees scheduled for thirty-two (32) hours during holiday weeks, will be offered available call-in work in accordance with this section.

- J. In scheduling courtesy clerks, the Company shall schedule for a minimum of ten (10) hours per week. When scheduled, they shall not be reduced below ten (10) hours per week that week. It is understood that this guarantee cannot apply to an employee ~~called~~ **brought** in for replacement of another employee.

**EFFECT: THIS IS AN UPDATE TO THE LANGUAGE THAT STATES THAT THE COMPANY MUST NOTIFY ASSOCIATES WHEN HOURS ARE ADDED TO THE SCHEDULE. INSTEAD OF JUST A PHONE CALL, NOW THE ASSOCIATES MAY CHOOSE TO BE NOTIFIED THROUGH TEXT, EMAIL OR OTHER METHODS OF THE ASSOCIATE'S CHOOSING.**

7. ARTICLE 8 - HOURS AND WORKING CONDITIONS

- I. A premium of sixty cents (60¢) [**effective May 23, 2022, seventy-five cents (75¢)**] per hour in addition to the regular rate of pay shall be paid for all hours worked between 12 a.m. and 5 a.m. Employees scheduled for more than five (5) hours, whose shift encompasses 12 a.m. to 5 a.m., will be paid the premium for the entire shift. Night shift differential shall be included in computing vacation pay. In the week in which a holiday occurs, the week's pay shall not be less than the basic pay plus normal shift differential. An employee working on a night shift which either begins or ends on a Sunday or holiday will be compensated at straight time plus night premium for the entire shift. However, employees who are scheduled both the night shift before and the night shift of a Sunday or a holiday will receive their appropriate Sunday or holiday premium pay (or night premium, whichever is greater) for the entire Sunday or holiday night shift.

**EFFECT: THIS IS AN INCREASE TO THE OVERNIGHT PREMIUM. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

8. ARTICLE 9 – SENIORITY

Section 9.2 Seniority of an employee shall terminate for any of the following reasons:

- A. Voluntary resignation.
- B. Discharge for proper cause.
- C. Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail ~~or telegram~~ by the Company to the employee's last known address on Company's records.
- D. Failure of an employee to return to work under the terms and conditions of Article 12 (Leaves of Absence).
- E. Where an employee has performed no work for the Company for a period of six (6) months because of layoffs.
- F. Retirement.

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9. ARTICLE 9 – SENIORITY

Section 9.7

- B. At least forty-five percent (45%) of the scheduled hours for the Company (excluding Courtesy Clerk hours) shall be guaranteed forty (40) hour schedules. Forty (40) hour schedules shall be assigned to employees based on seniority and ability to perform the work.

**Effective September 1, 2022, at least fifty percent (50%) of the scheduled hours for the Company (excluding Courtesy Clerk hours) shall be guaranteed forty (40) hour schedules.**

The Company may determine the aforementioned ~~forty-five percent (45%)~~ **percentage** of scheduled hours by store, by the Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit. The Company will notify the Union in writing of what method will be used and it will not be changed for the term of this Labor Agreement.

The number of forty (40) hour schedules will be the same for each week of a quarter and any adjustments, up or down, to the number of forty (40) hour schedules shall be made no later than the first pay period following March 1, June 1, September 1, and December 1. The ratios will be calculated as of the first pay period in the months of February, May,

August, and November using actual hours worked in the prior twelve (12) months. Additions made to fill ratio requirements at these dates will be from the forty (40) hour request list.

If the Company is over the required ratio percentage, they may reduce the number of full-time positions at the beginning of each quarter as outlined above. If there is a full-time Designated Assistant Department Manager who has less full-time seniority than a non-designated full-time employee who is being reduced, then that full-time Designated Assistant Department Manager may be reduced. Should the Company choose not to reduce the above Designated Assistant Department Manager, then the Company will no longer be able to count the Designated Assistant Department Manager toward the fulfillment of its ratio requirements, with the exception that their hours shall continue to count toward the ratio calculation. The intent of this language is to allow the Company to reduce the number of full-time employees to the required percentage with the exception that if the Company wants to keep the "Designated Assistant Department Manager(s)" with less seniority such "Designated Assistant Department Manager(s)" would be over and above the normal ratio requirement.

The Company agrees to furnish ratio information to the Union on a quarterly basis in a format approved by the Union. Such information shall include a listing of full-time employees and a listing of twenty-five (25) hour employees in accordance with this section. Designated Assistant Department Managers assigned full-time positions shall count toward the required number of full-time positions needed for the ratio, except as outlined above, and shall be identified on the listing provided to the Union.

This section shall not apply during the first eight (8) weeks of a new store opening or the first four (4) weeks of a major remodel.

Fractions of forty (40) hour schedules will be rounded up or down.

All forty (40) hour schedules that are shown on the work schedule(s) count for purposes of the ratio whether worked by the employee or not. However, during a quarter as defined in paragraph 3, permanent full-time openings that become available due to resignations, terminations, and openings as a result of full-time employees on an approved leave of absence for four (4) weeks or more shall be replaced after one (1) week, under the following conditions:

1. Will not be replaced if there is an overage in the full-time ratio.
2. If replaced within the store, the employee must be qualified to perform the job and will be considered as a "temporary replacement" and not assigned a full-time seniority date.
3. Full-time employees may be transferred to compensate for overages in the full-time ratio.

The remaining ~~fifty-five percent (55%)~~ **percentage** of the hours (excluding Courtesy Clerk hours) shall be weekly schedules assigned to part-time employees. At least forty percent (40%) of these weekly scheduled hours shall be schedules of at least twenty-five (25) hours but less than forty (40) hours. Part-time employees are entitled to the weekly schedule with the most hours based on seniority and ability to perform the work.

**EFFECT: THIS IS AN INCREASE TO THE REQUIRED FULL-TIME JOB RATIO. DIERBERGS WILL NOW INCREASE THE PERCENTAGE OF SCHEDULED HOURS THAT MUST BE GUARANTEED FORTY-HOUR SCHEDULES. DIERBERGS IS CURRENTLY AT OR OVER THE FIFTY PERCENT, BUT THIS CHANGE IN THE CONTRACT MAINTAINS AT LEAST FIFTY PERCENT GOING FORWARD. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

10. ARTICLE 10 - UNIFORMS AND DRESS CODE

Section 10.3 Employees will be allowed to wear any light, solid colored dress shirt. Hairstyles will be neat and trimmed and subject to review and approval by the store manager. Facial hair will be neat and trimmed and subject to review and approval by the store manager. The repeated starting and stopping of the growth of facial hair will not be tolerated. The Company reserves the right to restrict facial hair for employees working in any area in which the Health Department or other governing authority requires the wearing of beard nets.

Non-canvas athletic shoes may be worn by the employees. The color of the shoes may be determined by the Company and shall be solid and neutral (i.e. brown, black, white, etc.) and conducive to good business practice and customer acceptance. The shoes are subject to review and approval by the store manager. ~~If a change in the color of shoes is required, it is considered acceptable for the employee to dye and/or polish the shoes to the appropriate color.~~

**EFFECT: THIS WOULD BE SEEN AS A NEUTRAL EFFECT. ALTHOUGH OUR PARTNERS WOULD NO LONGER BE ABLE TO DYE OR POLISH THEIR SHOES TO AN ACCEPTABLE COLOR, DIERBERGS HAS ALLOWED MOST SHOE COLORS AS LONG AS THEY ARE A SOLID AND NEUTRAL COLOR AS DESCRIBED IN THIS ARTICLE.**

11. ARTICLE 13 - SICK DAYS

On January 1 of each year, employees who were paid one thousand eight hundred seventy-two (1872) 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 work thirty-six (36) or more hours per week for the weeks actually worked.

All unused 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 Section 16.1. **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 FOR 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.**

12. ARTICLE 13 - SICK DAYS

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

**Upon ratification, and each January 1, the Company shall submit to the UFCW Local 655 Health & Welfare Fund a list of employees that have qualified for Sick Days as described in Article 13.**

**EFFECT: THIS WILL STREAMLINE THE ABILITY FOR THOSE ASSOCIATES 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.**

13. ARTICLE 16 - SUNDAYS AND HOLIDAYS

Section 16.1 The following days shall be recognized as holidays and shall apply only to employees who have completed six (6) months of service: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days legally celebrated in lieu thereof.

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

~~Part-time employees hired before September 5, 2007, who average twenty-five (25) hours or more per week shall be granted three (3) personal holidays.~~

Effective January 1, 2020, part-time employees hired before September 5, 2007, shall be granted three (3) personal holidays.

Effective January 1, 2020, part-time employees hired on or after September 5, 2007, who have been employed for two (2) years as of January 1, shall be granted one (1) personal holiday.

**Effective January 1, 2023, the above two paragraphs will be replaced with the following:**

**Effective January 1, 2023, part-time employees with two (2) years of service as of January 1, shall be granted one (1) personal holiday.**

**Effective January 1, 2023, 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 1<sup>st</sup>.

Each January 1, eligibility for personal holidays shall be determined for that year based on the employee’s full-time or part-time status and employment date. Personal holidays will be paid in accordance with Section 16.2. Employees shall not be denied personal holidays because of absence from work because of an approved medical leave of absence.

**EFFECT: RATHER THAN BEING HIRED BEFORE SEPTEMBER 5, 2007 FOR PART-TIME ASSOCIATES TO QUALIFY FOR 3 PERSONAL DAYS, THIS CHANGE ENTITLES EVERY PART-TIME ASSOCIATE THREE PERSONAL HOLIDAYS THE JANUARY AFTER THEIR FIFTH YEAR OF SERVICE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

14. ARTICLE 17 – VACATIONS

Section 17.4 Employees will be allowed to use two (2) weeks of their vacation, one (1) day at a time, for sickness or other personal reasons, however, ~~(effective January 1, 2020)~~ 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 in Article 16, Section 16.1 will apply.

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**OUTDATED CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.**

15. ARTICLE 18 - HEALTH & WELFARE

Section 18.1 The Company shall continue to pay four dollars and ~~ninety cents (\$4.90)~~ **ninety-nine cents (\$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.**

~~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.~~

**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 ADDTION 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 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.**

16. ARTICLE 24 - TERM OF CONTRACT

THIS AGREEMENT shall continue in full force and effect from ~~May 13, 2019~~ **May 9, 2022**, through ~~May 8, 2022~~ **May 11, 2025**, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

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17. Schedule “A” Wages

A. Department Managers

Effective:	<u>Current</u>	<u>1<sup>st</sup> Monday Following DOR</u>	<u>05/08/23</u>	<u>05/13/24</u>
Grocery/ <b>Center Store</b> Manager	22.25	<b>23.25</b>	<b>24.25</b>	<b>25.25</b>
Customer Service Manager	22.25	<b>23.25</b>	<b>24.25</b>	<b>25.25</b>
Produce Manager	22.16	<b>23.16</b>	<b>24.16</b>	<b>25.16</b>
Head Cashier	21.25	<b>22.25</b>	<b>23.25</b>	<b>24.25</b>
Dairy Manager	21.25	<b>22.25</b>	<b>23.25</b>	<b>24.25</b>
Dairy/Frozen Manager	21.25	<b>22.25</b>	<b>23.25</b>	<b>24.25</b>
Frozen Food Manager	21.25	<b>22.25</b>	<b>23.25</b>	<b>24.25</b>
GM Manager	18.45	<b>19.45</b>	<b>20.45</b>	<b>21.45</b>
Bakery Manager	18.45	<b>19.45</b>	<b>20.45</b>	<b>21.45</b>
Floral Manager	17.55	<b>18.55</b>	<b>19.55</b>	<b>20.55</b>
Salad Bar Manager/ <b>Produce Production Manager</b>	17.55	<b>18.55</b>	<b>19.55</b>	<b>20.55</b>
Specialty Department Manager	17.55	<b>18.55</b>	<b>19.55</b>	<b>20.55</b>

**Department Managers above the contract rate shall receive a one dollar (\$1.00) increase effective the first Monday following Date of Ratification; an increase of one dollar (\$1.00) on May 8, 2023; and a one dollar (\$1.00) increase effective May 13, 2024.**

**EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE ON THE FIRST MONDAY AFTER DATE OF RATIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

Receivers, Night Managers, Liquor Managers and Scan Coordinators will receive twenty-five cents (25¢) per hour over their base hourly rate of pay.

Certified Trainers will receive ~~fifty cents (50¢)~~ **one dollar (\$1.00)** per hour over their base hourly rate of pay for hours worked when they are assigned by the Company to train.

**EFFECT: THIS CONTRACT CHANGE INCREASES THE PREMIUM FOR THOSE ASSOCIATES DESIGNATED AS A TRAINER. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

A. Salaried Department Managers

At the Company’s option, and with the employee’s consent, an employee may be appointed to a salaried position in addition or in lieu of the above-mentioned Grocery

Manager/**Center Store Manager** and Customer Service Manager classifications. The Grocery Manager's/**Center Store Manager's** and Customer Service Manager's salary shall be:

**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.**

Effective:	<u>Current</u>	<u>1<sup>st</sup> Monday Following DOR</u>	<u>05/08/23</u>	<u>05/13/24</u>
Weekly Salary	992.00	<b>1,032.00</b>	<b>1,072.00</b>	<b>1,112.00</b>
Sunday	289.25	<b>299.25</b>	<b>311.00</b>	<b>322.50</b>
Sunday (½ day)	145.00	<b>149.75</b>	<b>155.50</b>	<b>161.25</b>

**EFFECT: THIS CONTRACT REFLECTS WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST RAISE EFFECTIVE ON THE FIRST MONDAY AFTER DATE OF RATIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

C. Clerks

Full-time Clerks

<b>Effective:</b>	<u>Current</u>	<u>1<sup>st</sup> Monday Following DOR</u>	<u>05/08/23</u>	<u>05/13/24</u>
	13.00			
	13.50			
<b>First 520 hours</b>	14.00	<b>14.00</b>		
<b>Next 520 hours</b>	14.50	<b>14.50</b>		
<b>Next 520 hours</b>	15.00	<b>15.00</b>	<b>15.00</b>	
<b>Next 520 hours</b>	15.55	<b>15.55</b>	<b>15.55</b>	<b>15.55</b>
<b>Next 520 hours</b>	15.75	<b>15.75</b>	<b>15.75</b>	<b>15.75</b>
<b>Next 1040 hours</b>	16.05	<b>16.05</b>	<b>16.05</b>	<b>16.05</b>
<b>Next 1040 hours</b>	16.30	<b>16.30</b>	<b>16.30</b>	<b>16.30</b>
<b>Next 1040 hours</b>	16.65	<b>16.65</b>	<b>16.65</b>	<b>16.65</b>
<b>Next 1040 hours</b>	17.10	<b>17.10</b>	<b>17.10</b>	<b>17.10</b>
<b>Thereafter/Next 1040 hours</b>		<b>18.10</b>	<b>18.10</b>	<b>18.10</b>
<b>Thereafter/Next 1040 hours</b>			<b>19.10</b>	<b>19.10</b>
<b>Thereafter</b>				<b>20.10</b>

**Full-time employees at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective the first Monday following Date of Ratification; an increase**

of one dollar (\$1.00) on May 8, 2023; and a one dollar (\$1.00) increase effective May 13, 2024. These increases take effect upon the completion of 1040 hours at the “Thereafter” rate.

Part-time Clerks

<b>Effective:</b>	<b><u>Current</u></b>	<b><u>1<sup>st</sup> Monday Following DOR</u></b>	<b><u>05/08/23</u></b>	<b><u>05/13/24</u></b>
<b>First 1040 hours</b>	12.10	<b>12.85</b>	<b>13.75</b>	<b>14.50</b>
<b>Next 1040 hours</b>		<b>13.15</b>	<b>14.10</b>	<b>14.80</b>
<b>Thereafter</b>	12.55	<b>13.55</b>	<b>14.55</b>	<b>15.55</b>

Part-time employees at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective the first Monday following Date of Ratification; an increase of one dollar (\$1.00) on May 8, 2023; and a one dollar (\$1.00) increase effective May 13, 2024. These increases take effect upon the completion of 1040 hours at the “Thereafter” rate.

**EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE ON THE FIRST MONDAY AFTER DATE OF RATIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

D. Courtesy Clerks

<b>Effective:</b>	<b><u>Current</u></b>	<b><u>12/26/22</u></b>	<b><u>05/13/24</u></b>
<b>First 1040 hours</b>	11.15	<b>12.00</b>	<b>12.25</b>
<b>Thereafter</b>		<b>12.25</b>	<b>12.50</b>

**EFFECT: COURTESY CLERK STARTING WAGE INCREASES THROUGH THE LIFE OF THE CONTRACT AND ARE ALLOWED TO PROGRESS AFTER 1040 HOURS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

LETTER OF UNDERSTANDING

18. Letter of Understanding #1

1. ~~Regarding Section 8.2H, all employees hired before May 1, 1972, who work thirty two (32) hours or more per week for thirteen (13) consecutive weeks will not be required to work more than two (2) nights per week, except Grocery Managers and Produce Managers may work three (3) nights per week.~~

**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.**

19. Letter of Understanding #11

11. ~~Regarding Article 17, all employees hired before June 13, 1997, will continue to be eligible for additional weeks of vacation based on their anniversary date and in accordance with the schedule outlined below:~~

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

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

~~All employees who have been in the continuous employment of the Company for seven (7) years or more shall be granted three (3) weeks of vacation with pay.~~

~~All employees who have been in the continuous employment of the Company for fifteen (15) years or more shall be granted four (4) weeks of vacation with pay.~~

~~All employees who have been in the continuous employment of the Company for twenty (20) years or more shall be granted five (5) weeks of vacation with pay.~~

**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.**

20. Letter of Understanding #13

13. Regarding Schedule "A" Wages, Section C, employees at the top rate of pay on June 16, 1985, will be paid ~~nineteen dollars and ninety five cents (\$19.95)~~ **twenty dollars and ninety-five cents (\$20.95) per hour.**



**These employees shall receive a one dollar (\$1.00) increase effective Date of Ratification; a one dollar (\$1.00) increase effective May 8, 2023; and a one dollar (\$1.00) increase on May 13, 2024.**

~~These employees will receive a twenty five cent (25¢) increase effective December 30, 2019, a thirty five cent (35¢) increase effective December 28, 2020, and a forty five (45¢) increase effective December 27, 2021.~~

**EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE ON THE FIRST MONDAY AFTER DATE OF RATIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

21. Letter of Understanding #14

14. Regarding Schedule "A" Wages, Section C, General Merchandise Clerks hired prior to June 13, 1985 will be paid ~~sixteen dollars and thirty cents (\$16.30)~~ **seventeen dollars and thirty cents (\$17.30) per hour.**

**These employees shall receive a one dollar (\$1.00) increase effective Date of Ratification; a one dollar (\$1.00) increase effective May 8, 2023; and a one dollar (\$1.00) increase on May 13, 2024.**

~~These employees will receive a twenty five cent (25¢) increase effective December 30, 2019, a thirty five cent (35¢) increase effective December 28, 2020, and a forty five (45¢) increase effective December 27, 2021.~~

**EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE ON THE FIRST MONDAY AFTER DATE OF RATIFICATION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

22. Letter of Understanding #19

19. ~~Regarding Schedule "A" Wages, effective December 1, 2019, part-time employees who have five (5) years of service will receive a forty cent (40¢) retention premium over their base rate of pay. This increase, or a portion of the increase, will be applied to part-time employees, not to exceed the full-time "Thereafter" rate in place at that time.~~

~~For subsequent years, Part-time employees who reach five (5) years of employment as of December 1, and who have no "Written" Corrective Actions in the prior year will receive a retention premium of forty cents (40¢) over their base rate of pay. This increase, or a portion of the increase, will be applied to part-time employees, not to exceed the full-time "Thereafter" rate in place at that time. Employees who do not receive this premium due to Corrective Actions will be reviewed on subsequent December 1 dates to determine if they are eligible at that time.~~

**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.**

23. New Letter of Understanding #23

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

**No Part-time Flex Clerk 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 (31<sup>st</sup>) working shift or ninety-first (91<sup>st</sup>) day, seniority shall apply from the date of employment.**

**Full-time and part-time clerks shall have their weekly hours scheduled by seniority as described in Article 8.2 and the schedule shall be posted as required in 8.2A. PTF clerks will be assigned a home store for tracking purposes.**

**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 clerk's 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-store clerks (the shift does not create overtime)**
- **Out of store clerks (the shift does not create overtime)**
- **PTF clerks (the shift does not create overtime)**
- **In-store clerks (overtime)**
- **Out of store clerks (overtime)**
- **PTF clerks (overtime)**

**Regarding 16.3, PTF clerks must work the selected shift before the holiday and the selected shift after the holiday to qualify for holiday pay. However, if a PTF clerk 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 12 or FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week. PTF Clerks shall**

not be subject to the inverse scheduling of Sundays or holidays as described in Article 16.5 or overtime as described in 8.2G.

Any Part-time Flex employee who indicates their desire, in writing along with their preference of stores that have current job openings, 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 necessary, training shall be provided to regular employees that wish to make themselves eligible for additional shifts under this LOU.

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.

The Company shall notify the Union at least thirty (30) days prior to any implementation within the bargaining unit. The parties will schedule a meeting no later than six (6) months after implementation and every six (6) month period thereafter to discuss the PTF program and make any necessary changes. If the program is ended, PTF clerks will be offered employment as a regular part-time clerk.

#### **Bargaining Notes:**

There shall be designated stores by area that all new PTF clerks shall be assigned for their first shift(s) for the purpose of training and orientation. The Company shall provide those stores to the union. The Company shall supply to the Union the location and dates/times of the first shifts(s) for new PTF clerks. The Union Representative will be given a reasonable amount of time to discuss union membership with the new PTF clerks.

Should a PTF clerk not work during any consecutive ninety (90) calendar days they will be terminated, unless on an approved Leave of Absence.

If there are unassigned shifts (Not enough available employees to fill the shifts), or a shift becomes vacant throughout the week due to call-offs, vacancy, or hours being added to the schedule then those shifts shall be posted as an open shift to be filled by seniority from employees currently assigned to that particular store as described in Article 8.2E and 8.2F.

If the shift remains unfulfilled, all employees (both regular employees from other stores and PTF clerks included) will be notified of the available shift. If the unfulfilled shift is twenty-four (24) hours or more beyond the notice, then the employees will have four (4) hours to claim by seniority. If the shift remains unfulfilled after this process, the shift is awarded on

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a first-come/first-serve basis. If the shift is within twenty-four (24) hours, then employees shall have twenty minutes to claim the available shift. After the twenty-minute period, the shift will be awarded by seniority. If the shift remains unfulfilled after this process, the shift may be claimed on a first-come/first-serve basis.

If a shift is relinquished and the shift is filled as outlined above, then there shall be no discipline or occurrence to the employee who relinquished the shift.

Article 8.2B shall not apply.

If the Union provides information proving that this Letter of Understanding is being misused, they shall provide to the Company the store and the issue. If a second proven violation occurs in the same store within four (4) months, the Union will serve notice that the store where the issue occurred will no longer be allowed to use the PTF clerks in said store for a period of up to six (6) months. In the event of a proven repeat occurrence after a store has had its right to participate revoked, said store shall not be allowed to participate in the PTF program for a period of up to nine (9) months.. Regular employees working in the affected store(s) shall still be able to claim additional hours in the other locations under the PTF program.

In order to monitor and address scheduling issues and to ensure that the Part-time Flex Clerk classification is being administered as intended, once each month the Union shall be given a list of all PTF clerks as well as the number of shifts that went out for claim for the previous month.

The parties will meet to discuss and resolve any unforeseen effects caused to the Health & Welfare and Pension Funds as a result of this program.

**EFFECT: THIS LETTER OF UNDERSTANDING ESTABLISHES A NEW PRACTICE WHERE DIERBERGS ASSOCIATES CAN CLAIM AVAILABLE SHIFTS AT OTHER DIERBERGS LOCATIONS THROUGHOUT THE AREA. ASSOCIATES 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, ASSOCIATES WILL BE NOTIFIED VIA A DIERBERGS APPLICATION SO PARTNERS FROM OTHER DIERBERGS STORES MAY PICK UP ADDITIONAL HOURS BY SENIORITY. THIS MAY PROVIDE ADDITIONAL OPPORTUNITIES FOR OVERTIME FOR FULL-TIME ASSOCIATES. THIS SHOULD ALSO PROVIDE ADDITIONAL OPPORTUNITIES FOR PART-TIME ASSOCIATES TO PICK UP ADDITIONAL HOURS.**

**LASTLY, THIS WILL CREATE AN ADDITIONAL SENIORITY CLASSIFICATION TITLED PART-TIME FLEX (PTF) ASSOCIATES. THESE ASSOCIATES ONLY HOLD SENIORITY OVER OTHER PTF CLERKS. THEY ARE NOT SCHEDULED WEEKLY HOURS. INSTEAD, THEY WORK ONLY BY SELECTING SHIFTS THAT HAVE NOT**

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**BEEN SELECTED BY REGULAR ASSOCIATES. THIS NEW CLASSIFICATION OF ASSOCIATES 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.**