

**Recommended Tentative Agreement
between
Culinaria
Schnucks 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.

The current collective bargaining agreement with the following modifications:

1. 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 (10th) 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 (10th) day of the following month, remit such dues as authorized to the Union.

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

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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 numbers, 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 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 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.

3. 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 SCHNUCKS 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 SCHNUCKS STORES. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON OUR PARTNERS.

4. 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.

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

5. 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

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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.

6. 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.

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.

7. ARTICLE 9-SENIORITY

- B. ~~At no time shall there be less than sixty percent (60%); [effective January 1, 2020, fifty-five percent (55%); effective January 1, 2022, fifty percent (50%)].~~ **At least fifty percent (50%) of the scheduled hours for the company shall be guaranteed forty (40) hour schedules. Any reductions from the sixty percent (60%) of guaranteed forty (40) hour schedules shall be by attrition only.** Forty (40) hour schedules shall be assigned to employees based on seniority and ability to perform the work.

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.

8. ARTICLE 9-SENIORITY

- D. 1. In the event a forty (40) hour schedule becomes available, exclusive of department manager positions, the position will be offered in order of seniority with training to be provided, if necessary, to enable the employee to perform the work associated with the forty (40) hour schedule
2. The Company will assign, at their discretion, employees to any forty (40) hour jobs available in a new or remodeled store by selecting forty (40) hour employees from other stores or as outlined in ~~Section 9.8D~~ **this section**. Forty (40) hour schedules vacated in other stores because of the new store will be filled in accordance with No. 1 above.
3. When a forty (40) hour position is filled, the Company will notify the Union in writing of the employee's name, social security number, store location and full-time date. No employee shall have his/her hours reduced due to the language changes in Section 9.6.

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.

9. 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, SCHNUCKS HAS ALLOWED MOST SHOE COLORS AS LONG AS THEY ARE A SOLID AND NEUTRAL COLOR AS DESCRIBED IN THIS ARTICLE.

10. ARTICLE 13-SICK DAYS

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.

11. ARTICLE 13 - SICK DAYS

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~~ coverage. Employees will notify the ~~Human Resources/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 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.

12. ARTICLE 16 - SUNDAYS AND HOLIDAYS

Section 16.1 The following days shall be recognized as holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days legally celebrated in lieu thereof. Employees who have completed six (6) months of service, will be eligible for the above-mentioned holidays.

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 July 16, 2015, shall be granted three (3) personal holidays subject to the same conditions set forth in this Article for other holidays.

Part-time employees hired on or after July 16, 2015, and before November 9, 2017, who have one (1) year or more of continuous service shall be granted two (2) personal holidays subject to the same conditions as set forth in the Article for other holidays.

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

EFFECT: PARTNERS HIRED NOVEMBER 9, 2017 WILL NOW HAVE ACCESS TO PERSONAL HOLIDAYS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

13. 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.

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.

14. ARTICLE 18-HEALTH AND 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

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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) per hour.~~

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

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

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

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

Effective June 1, 2022~~5~~, for hours paid in May 2022~~5~~, 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

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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.

15. ARTICLE 19-PENSIONS

Section 19.1 Subject to the terms of this Article, the Company shall continue to pay ~~eighty cents (80¢)~~ [effective January 1, 2017, one dollar and twelve cents (\$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 January 1, 2020, for hours paid in December 2019, the Company will pay one dollar and twenty seven cents (\$1.27) per hour; effective January 1, 2021, for hours paid in December 2020, 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 shall pay one dollar and twenty-two cents (\$1.22) per hour; effective January 1, 2025, for hours paid in December 2024, the Company shall pay one dollar and seven cents (\$1.07) per hour.

EFFECT: THE PENSION FUND IS PROJECTED TO BE 100% FUNDED LATER THIS YEAR. IN ADDITION, THE 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.

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.

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.

17. Schedule “A” Wages

| <u>Department Managers</u> | <u>Current</u> | <u>05/23/22</u> | <u>01/01/20</u> | <u>01/01/21</u> |
|----------------------------------------|----------------|-----------------|-----------------|-----------------|
| Center Store Manager * | 22.35 | 23.35 | 24.35 | 25.35 |
| Customer Service Manager * | 22.35 | 23.35 | 24.35 | 25.35 |
| Perishable Manager | 22.35 | 23.35 | 24.35 | 25.35 |
| Prepared Food Manager | 22.35 | 23.35 | 24.35 | 25.35 |
| Beverage Manager (Optional) | 17.65 | 18.65 | 19.65 | 20.65 |
| “Certified” Beverage Manager(Optional) | 19.65 | 20.65 | 21.65 | 22.65 |

Department Managers above the contract rate shall receive a one dollar (\$1.00) increase effective May 23, 2022; 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 RETROACTIVE TO MAY 23, 2022. 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.

Effective no later than January 1, 2023, an employee who is designated as Manager-on-Duty for three (3) hours or more of their shift, shall receive a fifty cent (50¢) premium for the time designated as Manager on Duty. No more than one employee may receive this premium at any point in time. This shall only apply to shifts during the hours that the store is open.

EFFECT: THIS CONTRACT CHANGE ESTABLISHES A PREMIUM FOR THOSE EMPLOYEES DESIGNATED AS MANAGER ON DUTY FOR THREE OR MORE HOURS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

| <u>Salaried Department Managers</u> | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-------------------------------------|----------------|-----------------|-----------------|-----------------|
| Weekly Salary | 992.00 | 1,032.00 | 1,072.00 | 1,112.00 |
| Sunday | 289.25 | 299.25 | 311.00 | 322.50 |
| Sunday (1/2 day) | 145.00 | 149.75 | 155.50 | 161.25 |

EFFECT: THIS CONTRACT REFLECTS WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST RAISE RETROACTIVE TO MAY 23, 2022. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Full-time Sales Clerks

| Effective: | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-----------------------------------|-----------------------|------------------------|------------------------|------------------------|
| | 13.00 | | | |
| | 13.50 | | | |
| | 14.00 | 14.00 | | |
| First 520 hours | 14.50 | 14.50 | | |
| Next 520 hours | 15.00 | 15.00 | 15.00 | |
| Next 520 hours | 15.55 | 15.55 | 15.55 | 15.55 |
| Next 520 hours | 15.75 | 15.75 | 15.75 | 15.75 |
| Next 1040 hours | 16.05 | 16.05 | 16.05 | 16.05 |
| Next 1040 hours | 16.30 | 16.30 | 16.30 | 16.30 |
| Next 1040 hours | 16.65 | 16.65 | 16.65 | 16.65 |
| Next 1040 hours | 17.10 | 17.10 | 17.10 | 17.10 |
| Thereafter/Next 1040 hours | | 18.10 | 18.10 | 18.10 |
| Thereafter/Next 1040 hours | | | 19.10 | 19.10 |
| Thereafter | | | | 20.10 |

Full-time employees at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective May 23, 2022; 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 Sales Clerks

| Effective: | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-------------------------|-----------------------|------------------------|------------------------|------------------------|
| First 1040 hours | 12.10 | 12.85 | 13.75 | 14.50 |
| Next 1040 hours | | 13.15 | 14.10 | 14.80 |
| Thereafter | 12.55 | 13.55 | 14.55 | 15.55 |

Part-time employees at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective May 23, 2022; 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.

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EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE RETROACTIVE TO MAY 23, 2022. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

| <u>Journeyman Meat Cutter</u> | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-------------------------------|----------------|-----------------|-----------------|-----------------|
| Journeyman rate | 20.45 | 21.45 | 22.45 | 23.45 |

Journeyman at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective May 23, 2022; 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 RETROACTIVE TO MAY 23, 2022. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

WAGES PHARMACY

~~Pharmacy clerks at the thereafter rate or higher for their classification as of September 4, 2019, that averaged thirty five hours per week or above (for weeks actually worked) for 2019 (December 31, 2018 through September 1, 2019), will receive a cash payment of four hundred dollars (\$400.00), less deductions required by law. These cash payments will be made no later than no later than November 18, 2019.~~

~~Pharmacy clerks at the thereafter rate or higher for their classification as of September 4, 2019, that averaged less than thirty five hours per week (for weeks actually worked) for 2019 [December 31, 2018 through September 1, 2019, will receive a cash payment of two hundred dollars (\$200.00), less deductions required by law. These cash payments will be made no later than no later than November 18, 2019.~~

Full-time Pharmacy Employees

| <u>Effective:</u> | <u>01/07/19</u> | <u>01/01/20</u> | <u>01/01/21</u> | <u>01/01/22</u> |
|-------------------|-----------------|-----------------|-----------------|-----------------|
| 1st 520 hours | -12.50 | | | |
| Next 520 hours | -13.00 | -13.00 | | |
| Next 520 hours | -13.50 | -13.50 | | |
| Next 520 hours | -14.00 | -14.00 | -14.00 | |
| Next 520 hours | -14.50 | -14.50 | -14.50 | -14.50 |
| Next 520 hours | -15.00 | -15.00 | -15.00 | -15.00 |

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| | | | | |
|---------------------------|--------|--------|--------|--------|
| Next 520 hours | -15.55 | -15.55 | -15.55 | -15.55 |
| Next 520 hours | -15.75 | -15.75 | -15.75 | -15.75 |
| Next 520 hours | -16.05 | -16.05 | -16.05 | -16.05 |
| Thereafter/Next 520 hours | | -16.30 | -16.30 | -16.30 |
| Thereafter/Next 520 hours | | | -16.65 | -16.65 |
| Thereafter | | | | -17.10 |

Full-time Pharmacy Technicians at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective January 1, 2020, a thirty-five cent (35¢) increase effective January 1, 2021, and a forty-five (45¢) increase effective January 1, 2022.

Employees who have been full-time more than two (2) years and who are subsequently reduced below full-time will retain the employee's rate of pay.

Full-time employees who have been full-time less than two (2) years, who voluntarily reduce themselves to part-time status will have their pay reduced three full-time brackets but not below the initial full-time rate of pay. Employees will remain at that rate plus any contract increases until they once again attain full-time status at which time they will return to their previous full-time rate plus any contract increases.

Part-time Pharmacy Employees

| Effective: | <u>01/07/19</u> | <u>01/01/20</u> | <u>01/01/21</u> | <u>01/01/22</u> |
|----------------------------|-----------------|-----------------|-----------------|-----------------|
| 1st 260 hours | -9.00 | | | |
| Next 260 hours | -9.25 | | | |
| Next 520 hours | -9.50 | | | |
| Next 520 hours | -9.75 | | | |
| Next 1040 hours | 10.00 | | | |
| Next 1040 hours | 10.25 | 10.25 | | |
| Next 1040 hours | 10.50 | 10.50 | | |
| Next 1040 hours | 10.75 | 10.75 | 10.75 | |
| Next 1040 hours | 11.00 | 11.00 | | |
| Next 1040 hours | 11.20 | 11.20 | 11.20 | |
| Thereafter/Next 1040 hours | 11.50 | 11.50 | 11.50 | 11.60 |
| Thereafter/Next 1040 hours | | 11.75 | 11.75 | 11.75 |
| Thereafter/Next 1040 hours | | | 12.10 | 12.10 |
| Thereafter | | | | 12.55 |

Part-time Pharmacy Technicians at the thereafter rate or higher for their classification will receive a twenty-five cent (25¢) increase effective January 1, 2020, a thirty-five cent (35¢) increase effective January 1, 2021, and a forty-five (45¢) increase effective January 1, 2022.

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.

18. Letter of Understanding General

11. Regarding Article 16.3, ~~Martin Coopwood and Sandra Hyde-Keller~~ will continue to receive eight (8) hours pay on holidays.

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 General

12. ~~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, Each December 1, 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.

20.

LETTER OF UNDERSTANDING
COURTESY CLERK CLASSIFICATION

Should the Company decide to utilize a Courtesy Clerk classification, all provisions of the collective bargaining agreement shall apply except as follows:

| <u>Courtesy Clerks (Optional)</u> | <u>Current</u> | <u>01/01/23</u> | <u>01/01/24</u> |
|-----------------------------------|----------------|-----------------|-----------------|
| Rate | 11.15 | 12.00 | 12.25 |
| Thereafter | | 12.25 | 12.50 |

EFFECT: COURTESY CLERK STARTING WAGE INCREASES THROUGH THE LIFE OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

21.

LETTER OF UNDERSTANDING
MAINTENANCE CLERK CLASSIFICATION

Should the Company decide to utilize a Maintenance Clerk classification, all provisions of the collective bargaining agreement shall apply except as follows:

Full-time Maintenance Clerks (Optional)

| Effective: | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-----------------------------------|-----------------------|------------------------|------------------------|------------------------|
| First 1040 hours | 12.10 | 12.65 | 13.55 | 14.25 |
| Thereafter/Next 1040 hours | 12.20 | 13.00 | 13.75 | 14.50 |
| Thereafter | 12.65 | 13.65 | 14.65 | 15.65 |

Full-time Maintenance Clerks at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective May 23, 2022; 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 RETROACTIVE TO MAY 23, 2022. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Part-time Maintenance Clerks (Optional):

| Effective: | <u>Current</u> | <u>05/23/22</u> | <u>05/08/23</u> | <u>05/13/24</u> |
|-----------------------------------|-----------------------|------------------------|------------------------|------------------------|
| First 1040 hours | | 12.35 | 13.15 | 13.85 |
| Thereafter/Next 1040 hours | 12.10 | 13.10 | 13.50 | 14.10 |
| Thereafter | | | 14.10 | 15.10 |

Part-time Maintenance Clerks at or above the “Thereafter” rate shall receive a one dollar (\$1.00) increase effective May 23, 2022; 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 RETROACTIVE TO MAY 23, 2022. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

7/1/2022

22.

LETTER OF UNDERSTANDING
MAINTENANCE CLERK CLASSIFICATION

~~Effective December 1, 2019, part-time Maintenance Clerks 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 **Each December 1**, part-time Maintenance Clerks 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.

22.

LETTER OF UNDERSTANDING
Part-time Flex (PTF)

The intent of this language is to institute a new seniority classification of Part-time Flex (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 (31st) working shift or ninety-first (91st) 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.

7/1/2022

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.