

Recommended Tentative Agreement
Between
Kroger
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 2. COVERAGE

2.2(c) The Employer may utilize any vendor stock assistance that is available to the trade. **It is further understood that the use of vendor assistance working in preparation of and assistance during seasonal changeovers and outdoor selling is permitted.** No current employees will suffer a reduction in hours as a result of this change.

EFFECT: THIS WOULD BE SEEN AS A NEUTRAL EFFECT. ALTHOUGH THIS WOULD ALLOW THE COMPANY TO USE OUTSIDE VENDOR ASSISTANCE, NO CURRENT EMPLOYEES WILL SUFFER A REDUCTION IN HOURS AS A RESULT OF THIS CHANGE.

2. ARTICLE 10. WAGES

Rates of pay and pay schedules as set forth in Wage SCHEDULES "A", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked. **All wages, benefits, or other terms of this Agreement are intended to be minimums, and the Employer may place into effect wages, benefits, or other terms that exceed these minimums and may reduce the same to the minimums herein prescribed by mutual agreement between the Employer and the Union.**

EFFECT: THIS CHANGE WAS TO CLARIFY THE LANGUAGE IN THIS SECTION. THIS ALLOWS THE COMPANY TO INCREASE WAGES OR OTHER BENEFITS IF NEEDED TO ADAPT TO CHANGES IN THE JOB MARKET EVEN WHILE A CONTRACT IS IN EFFECT. THE COMPANY COULD RETURN TO THE CONTRACT RATES WITH MUTUAL AGREEMENT BETWEEN KROGER AND THE UNION.

3. ARTICLE 11. HOURS AND WORKING CONDITIONS

11.1 The basic workweek shall be forty (40) hours to be worked in five (5) eight (8) hour days. Overtime at the rate of time and one-half (1½X) will be paid for work performed in excess of forty (40) hours per week, ~~eight~~ **eight and one-quarter (8 1/4)** hours per day, or on a full-time employee's day off. For all employees hired after December 12, 1999, the basic workweek will be Sunday through Saturday.

EFFECT: THIS WOULD BE SEEN AS A NEUTRAL EFFECT. THIS CHANGE IS TO ADDRESS THE UNINTENDED INCIDENTS WHERE EMPLOYEES COULD GET PAID TIME AND ONE-HALF JUST BECAUSE OF A LATE PUNCH. EMPLOYEES WHO WORK MORE THAN 8 AND ONE-QUARTER HOURS WILL CONTINUE TO BE PAID AT TIME AND ONE-HALF.

11.7 Full-time employees will not be required to work more than three (3) nights a week. Any shift scheduled to end after 6:00 p.m. is considered a night. **In the event enough qualified employees are not available to be scheduled, the Employer can schedule the work on an inverse seniority basis among qualified employees.**

EFFECT: THIS WOULD BE SEEN AS A NEGATIVE EFFECT. FULL-TIME EMPLOYEES MAY NOW BE SCHEDULED MORE THAN THREE NIGHTS A WEEK, BUT IT IS ONLY IF THERE ARE NOT ENOUGH QUALIFIED EMPLOYEES AND ONLY ON AN INVERSE SENIORITY BASIS.

11.8 Employees working between 10:00 p.m. and 6:00 a.m. will be paid a night premium of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour in addition to their regular straight-time hourly rate of pay for all such hours worked. Employees scheduled for more than five (5) hours, whose shift encompasses 10:00 p.m. to 6 a.m., will be paid the premium for the entire shift.

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

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.

If an opening on days occurs, before making another full-time position, overnight employees who have submitted their request in writing will be scheduled the day hours, once a qualified replacement is on nights.

All employees, other than Bagger/Carryouts, may be scheduled to start their workday at 5:00 a.m. without being paid the above-mentioned premium rate.

Work between the hours of 12:00 midnight and 6:00 a.m. referred to in this paragraph will be on a voluntary basis among qualified employees. In the event enough qualified employees do not volunteer, the Employer can assign the work on an inverse seniority basis among qualified employees.

4. ARTICLE 12. SUNDAYS AND HOLIDAYS

~~12.4 All full-time employees who have not been absent of their own accord on the scheduled workday before or the scheduled workday after a holiday, shall be paid eight (8) hours pay. All eligible part-time employees who have not been absent of their own accord on the scheduled workday before or the scheduled workday after a holiday, who normally works under sixteen (16) hours per week, will receive three (3) hours pay; sixteen (16) thru twenty-four (24) hours, four (4) hours pay; twenty-five (25) thru thirty-one (31) hours, six (6) hours pay; thirty-two (32) or more hours, eight (8) hours pay.~~

Employees must work the scheduled day before the holiday and the scheduled day after the holiday to qualify for holiday pay. However, if an 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 16 or FMLA leaves of absence) they shall receive the holiday pay, provided they work any part of the holiday week.

Full-time employees shall be paid eight (8) hours holiday pay. Effective (Enter DOR) holiday pay shall be determined by the average numbers of hours paid by the employee in the four (4) weeks immediately preceding the holiday as follows:

<u>Average Hours Paid</u>	<u>Holiday Pay</u>
Less Than 25 Hours	4 hours at regular rate of pay
25 Hours to 31.99 Hours	6 hours at regular rate of pay
32 Hours and Over	8 hours at regular rate of pay

~~“Normally worked” shall mean the average hours worked per week during a period of four (4) weeks immediately preceding the holiday week. However, if an employee is absent the scheduled workday before, or the scheduled workday after the holiday due to proven illness, he shall receive the holiday pay, provided he works any part of the holiday week.~~

EFFECT: THIS IS CHANGE INCREASES THE MINIMUM HOURS PAID FOR HOLIDAY PAY TO FOUR HOURS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Employees will be eligible for Christmas Day and New Year's Day holiday pay after completing six (6) months of continuous employment. Employees hired after December 12, 1999, will be eligible for Memorial Day, Fourth of July, Labor Day and Thanksgiving Day holiday pay after completing one (1) year of service.

5. ARTICLE 12. SUNDAYS AND HOLIDAYS

12.5 Employees hired before December 12, 1999 shall be granted one (1) personal holiday. This personal holiday shall be celebrated on any day which is mutually agreeable to the employee and the Employer. The employee will qualify for future personal holidays as of January 1. Part-time employees, hired prior to December 12, 1999, will be eligible for pro-rata personal holiday pay as outlined in paragraph 12.4 above.

Effective January 1, 2023, the preceding paragraph will be replaced with the following:

All full-time employees and part-time employees hired before December 12, 1999 shall be entitled to personal holidays according to the following schedule:

- 3 personal holidays

All full-time employees and part-time employees hired on or after December 12, 1999 shall be entitled to personal holidays according to the following schedule:

1 year of continuous service	- 1 personal holiday
2 years of continuous service	- 2 personal holidays

These personal holidays shall be celebrated on any day 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.

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.

Full-time employees shall be paid eight (8) hours holiday pay. All part-time eligible employees shall receive holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with Section 12.4.

12.6 All employees hired on or before January 1, 2008, with one (1) year or more of continuous service shall have the day off with pay on their birthday or on another mutually agreeable day. If the birthday falls on a Sunday, or holiday when the store is closed or on a regularly scheduled day off, the full day will be granted on any other day agreed between the employee and the store manager. The employee shall notify the store manager at least fourteen (14) days prior to the birthday in order to qualify for this day off. Part-time employees hired before January 1, 2008 will be eligible for pro-rata birthday holiday pay as outlined in paragraph 12.4 above. Employees hired after January 1, 2008, with one (1) year or more of continuous service who average twenty-five (25) or more hours per week shall have a day off with pay on their birthday. Employees hired after January 1, 2008, with two (2) or more years of continuous service who average less than twenty-five (25) hours per week shall have a day off with pay on their birthday. **Effective January 1, 2023, the current language contained in Article 12 Sundays and Holidiays, Section 12.6 will be eliminated and replaced with Section 12.5.**

EFFECT: THIS CHANGES THE BIRTHDAY HOLIDAY INTO A PERSONAL HOLIDAY THAT CAN BE USED ANYTIME THROUGHOUT THE YEAR RATHER THAN BEING RESTRICTED TO A TWO WEEK WINDOW AROUND THE EMPLOYEES BIRTHDAY. ADDITIONALLY, THE INTENT OF THIS CHANGE IS TO GIVE AT LEAST ONE ADDITIONAL PERSONAL DAY TO ALL ELIGIBLE EMPLOYEES. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

6. ARTICLE 13. SENIORITY

13.13 A full-time employee, who has been full-time for one (1) year or more and who has been reduced below thirty-five (35) hours per week for four (4) consecutive weeks, and is not able to avail him or herself of additional hours in their store, then that employee, seniority permitting, may replace the least senior full-time employee in the same job classification within the Local Union's contract jurisdiction. ~~If a part-time employee, who has been on regular status for at least one (1) year, is reduced to under twenty-five (25) hours per week for four (4) consecutive weeks, and is not able to avail him or herself of additional hours in their store, then that employee, seniority permitting, may replace the least senior part-time employee within a fifty (50) mile radius of their store, in the same job classification, within the Local Union's contract jurisdiction. Requests to exercise seniority in this regard must be made in writing to the Human Resources Department within one (1) week following the four (4) week period.~~

The above provision does not apply to employees who have voluntarily limited their availability, employees utilized as vacation replacements, or students returning to school.

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 18, INSURANCE

18.1 The Employer shall continue to pay ~~four dollars and ninety cents (\$4.90)~~ four dollars and fifty-seven cents (\$4.57) 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) 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.

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 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. Eligibility for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.

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. KROGER IS NOT ELIGIBLE FOR THE 2022 CONTRIBUTION HOLIDAY, BUT MAY BE ELIGIBLE FOR 2023 AND/OR 2024. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

For 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.

The parties agree that any health and welfare increase or decrease agreed to by the trustees which applies to hours worked after the expiration of this collective bargaining agreement (~~April 24, 2021~~ **April 25, 2026**), and prior to ratification of the new collective bargaining agreement will be paid/refunded retroactively to the expiration date of this Collective Bargaining Agreement or to the date determined by the trust fund whichever is later once a new agreement is ratified.

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.

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 Employer. Such deductions shall be as follows:

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
Employee Only	\$24.00	\$28.00	\$15.00	\$19.00	\$10.00	\$14.00	\$2.00	\$6.00
Employee/Child	\$28.00	\$32.00	\$19.00	\$23.00	\$14.00	\$18.00	\$5.00	\$9.00
Employee/Spouse*	\$28.00	\$32.00	\$19.00	\$23.00	\$14.00	\$18.00	\$5.00	\$9.00
Family*	\$32.00	\$36.00	\$23.00	\$27.00	\$18.00	\$22.00	\$10.00	\$14.00

Effective January 1, 2020 weekly deductions:

	Plan A		Plan B		Plan C		Plan D	
	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker
Employee Only	\$25.75	\$30.25	\$16.50	\$21.00	\$11.25	\$15.50	\$5.00	\$10.00
Employee/Child	\$29.75	\$34.50	\$21.00	\$25.25	\$15.50	\$20.00	\$10.00	\$15.00
Employee/Spouse*	\$29.75	\$34.50	\$21.00	\$25.25	\$15.50	\$20.00	\$10.00	\$15.00
Family*	\$33.75	\$38.75	\$25.25	\$29.30	\$20.00	\$24.25	\$15.00	\$20.00

Effective January 1, 2021 weekly deductions:

	Plan A		Plan B		Plan C		Plan D	
	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker
Employee Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
Employee/Child	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Employee/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

* 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: THERE ARE NO INCREASES TO THE HEALTH INSURANCE PREMIUMS PAID BY OUR MEMBERS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

The cost sharing amounts for any plan not listed above will be determined by the bargaining parties.

An employee who elects to decline coverage and not to pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employees' declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment

period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

18.4 The Employer shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12) month of employment, with the first month being defined as the month in which the employee works their first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after June 1, 2020.

Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.

18.5 An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Additionally, to be eligible for coverage under the ERIP program an employee's last day of employment must be in one of the following months: January, February, March, April, August, September and October. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

18.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

18.7 The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

8. ARTICLE 19 PENSION

19.1 Subject to the terms of this Article the Company shall continue to pay ~~one dollar and twelve cents (\$1.12)~~ one dollar and forty-two cents (\$1.42) 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, the Company will pay 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.

The parties agree that any pension increase/decrease agreed to by the trustees which applies to hours worked after the expiration of this collective bargaining agreement (~~April 24, 2024~~ **April 25, 2026**), and prior to ratification of the new collective bargaining agreement will be paid/refunded retroactively to the expiration date of this Collective Bargaining Agreement or to the date determined by the trust fund whichever is later once a new agreement is ratified.

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.

Refer to the "Pension and Health & Welfare Interpretation Rules Addendum", which is attached hereto and incorporated by reference as if fully set out herein.

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.

19.3 The Employer 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 their first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after July 1, 2020.

19.4 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom, shall be paid out of the Pension Fund.

19.5 Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C.,

Section 401, et seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

19.6 It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in Section 19.5 above, but payment of contributions to the Fund will not be delayed pending such approval and rulings; provided, however, that if such Plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

19.7 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as if herein at length set forth, when adopted.

19.8 If the Employer fails to make monthly Pension contributions as set forth herein, they shall be notified by certified or registered mail of their delinquency, by the Pension Plan Administrator, if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom. The Employer hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the Employer on anyone else other than such notice or notices expressly provided for in this Article.

19.9 The Employer agrees, upon reasonable notice, to allow records be checked where necessary for Pension contributions.

9. ARTICLE 25. EXPIRATION

25.1 This agreement shall continue in effect from ~~May 12, 2019~~ **April 25, 2021** through ~~April 24, 2024~~ **April 25, 2026**, and shall automatically be renewed from year to year unless either party serves notice on the other party sixty (60) days prior to the anniversary date of a desire of termination of or 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.

Letters of Understanding:

- 1. Renew letter regarding substance abuse**
- 2. Renew letter regarding the transfer of employees for health insurance purposes**
- 3. Renew letter regarding pension and health and welfare rules**

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.

**Letter of Understanding
Regarding Pick-Up Test Format
Covered Under the Out of State Missouri Stores Agreement**

This Letter of Understanding summarizes the key elements associated with the piloting of the Pick-Up business format within current retail stores. These elements will be in place until such time as the Company discusses new or modified elements with the Union or the Company elects to discontinue any or all of the same. All provisions of the Out of State Missouri Stores Agreement will apply to the Pick-Up format stores that may be opened during the term of the Out of State Missouri Stores Agreement. The summary of the key elements are as follows:

Current store associates will have the opportunity to apply for available Pick-Up positions, along with other external applicants for the required positions. The current positions include Lead Clerk(s), full- and part-time clerks. The number of positions will vary by store location. These positions will be supervised by a member of store management.

Pick-Up Clerks will follow all terms and conditions of the Collective Bargaining Agreement, and will be eligible for pension and H&W. Effective (3 Weeks Following DOR), the Lead Pick-Up Clerk will be paid the contractual 3rd Step rate and will receive an additional fifty cent (\$.50) premium for all hours worked.

Internal applicants for the available positions of Lead Clerk(s), full- and part-time clerks will be considered based upon a review of the applicant's work history/records, relevant aptitudes required for the position, a review of a written application, and an interview by management. Internal candidates will be considered along with external applicants. The candidate(s) will be selected based upon the overall qualifications for the position(s) as defined by the Job Description for the position.

All Pick-Up positions will be required to successfully complete the Pick-Up training program.

EFFECT: THIS ESTABLISHES A NEW SERVICE OFFERED BY KROGER TO ITS CUSTOMERS AND ESTABLISHES A NEW DEPARTMENT/POSITIONS FOR KROGER EMPLOYEES. THIS ESTABLISHES A NEW "LEAD" POSITION WITH A WAGE PREMIUM AS WELL AS ADDITIONAL HOURS FOR KROGER EMPLOYEES.

**Letter of Understanding
Regarding Fuel Center Clerks
Covered Under the Out of State Missouri Stores Agreement**

This Letter of Understanding summarizes the key elements associated with the piloting of the Fuel Center business format within current retail stores. These elements will be in

place until such time as the Company discusses new or modified elements with the Union or the Company elects to discontinue any or all of the same. All provisions of the Out of State Missouri Stores Agreement will apply to the Fuel Center format stores that may be opened during the term of the Out of State Missouri Stores Agreement. The summary of the key elements are as follows:

Current store associates will have the opportunity to apply for available Fuel Center positions, along with other external applicants for the required positions. The current positions include Lead Clerk(s), full- and part-time clerks. The number of positions will vary by store location. These positions will be supervised by a member of store management.

The parties agree to the following:

Fuel Center Clerks will follow all terms and conditions of the Collective Bargaining Agreement, and will be eligible for pension and H&W.

A Fuel Center Clerk, averaging less than 30 hours per week, after twelve months of service, shall be given preference by seniority together w/ ability, practicability, and availability, should an opening occur for a part time store position. Interested Fuel Center Clerks will make their request known in writing.

It is understood that clerks within the store may relieve in Fuel Center to cover breaks, lunches, absenteeism, customer service, and as directed by store management. It is understood that clerks who relieve in the fuel center will retain their eligibility for Health and Welfare and Pension.

Fuel Center Clerks who move into the store after twelve months of service will keep their date of hire for seniority and benefit eligibility purposes.

The Company may, at its discretion, appoint a Lead Fuel Center Clerk. Effective (3 Weeks Following DOR), the Lead Fuel Center Clerk will be paid the contractual 3rd Step rate and will receive an additional fifty cent (\$.50) premium for all hours worked. Only one (1) Lead Clerk may be appointed per store.

EFFECT: THIS ESTABLISHES A NEW SERVICE OFFERED BY KROGER TO ITS CUSTOMERS AND ESTABLISHES A NEW DEPARTMENT/POSITIONS FOR KROGER EMPLOYEES. THIS ESTABLISHES A NEW "LEAD" POSITION WITH A WAGE PREMIUM AS WELL AS ADDITIONAL HOURS FOR KROGER EMPLOYEES.