

Recommended Tentative Agreement
between
Schnuck Markets, Inc.
and
UFCW Local 655
Farmington, Mo. 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. Remove All references to Pharmacy and Pharmacy Technicians

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 IT REMOVES THE CONTRACT LANGUAGE THAT IS EITHER NO LONGER RELEVANT OR IS OUTDATED CONTRACT LANGUAGE.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 5 - NONDISCRIMINATION

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 6 – UNION AFFILIATION

Section 6.5 The Company agrees to deduct initiation fees, union dues, and uniform assessments where lawful, uniformly required as a condition of acquiring or retaining 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.

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

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

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

4. ARTICLE 9 – HOURS AND WORKING CONDITIONS

Section 9.7 All employees **working** ~~scheduled~~ shifts of ~~more than~~ six (6) hours **or more** per day will be allowed a paid uninterrupted rest period of fifteen (15) minutes for each one-half (1/2) shift worked, not to exceed two (2) rest periods per day. Employees scheduled four (4) hour shifts up to six (6) hour shifts per day shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period per day. Rest periods shall not be required until the employee has been on duty at least two (2) hours.

EFFECT: THIS CHANGE REDUCES THE AMOUNT OF TIME REQUIRED TO EARN A SECOND BREAK. IN THE PREVIOUS CONTRACT, EMPLOYEES WORKING EXACTLY SIX HOURS WOULD ONLY RECEIVE ONE 15-MINUTE BREAK. IN THE PROPOSED CONTRACT, THOSE EMPLOYEES WORKING SIX HOURS WOULD

NOW BE ENTITLED TO TWO BREAKS. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

5. ARTICLE 10 – OVERTIME AND PREMIUM PAY PROVISIONS

Section 10.4 Employees, working between the hours of 12:00 midnight and 5:00 a.m., will be paid a night premium of forty cents (40¢) [effective 1st Monday following DOR, fifty-five cents (55¢)] per hour in addition to their straight time hourly rate of pay for all such hours worked. Employees scheduled for more than five (5) hours, whose shift encompasses 12:00 midnight to 5:00 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.

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

6. ARTICLE 13 - SICK DAYS

Each January 1, full-time employees and 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 thirty-six (36) or more hours for the weeks actually worked.

All unused sick days will be paid off 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 17.2. **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.

7. ARTICLE 13 - SICK DAYS

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

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

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

8. ARTICLE 16 – VACATIONS

Section 16.2 The Company shall determine the number of employees by department, in this bargaining unit, who may be on vacation during any week of the year.

Vacation schedules shall be posted by December 1, and vacations selected by February 1 of each year. The completed vacation schedule shall be posted by February 15 of each year.

Employees who fail to select vacations by February 1 will select on a first come first served basis.

Employees may request, two (2) weeks in advance, to be paid for unscheduled vacation throughout the year in accordance with the following:

Employees with three (3) or four (4) weeks of vacation – up to one (1) week will be paid.

No vacations can be carried over from year-to-year.

Unused vacation from the prior calendar year, up to ~~one (1) week (effective January 1, 2021,~~ two (2) weeks), will be paid no later than January 31st of each year.

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

9. ARTICLE 16 – VACATIONS

Section 16.7 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 17, Section 2 will apply.

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

10. ARTICLE 17 – HOLIDAYS

Section 17.2 In addition to the above holidays, employees who attain full-time status shall be granted three (3) personal holidays subject to the same conditions set forth in this Article for other 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.

~~Effective January 1, 2021, p~~Part time employees who have been employed for two (2) years 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.

Employees shall be paid for personal holidays 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 personal holiday rights.

EFFECT: THIS CHANGE ENTITLES EVERY PART-TIME EMPLOYEE THREE PERSONAL HOLIDAYS THE JANUARY AFTER THEIR FIFTH YEAR OF SERVICE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

11. ARTICLE 19 – HEALTH AND WELFARE

Section 19.1. The Company shall pay **four dollars and seventy-seven cents (\$4.77)** ~~four dollars and thirty-six cents (\$4.36)~~ 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, 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, 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, ~~2025~~ 2022, for hours paid in May ~~2025~~ 2022, 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 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 the Health and Welfare Fund having less than three (3) months of reserves, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified.

~~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.~~

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.

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.

12. ARTICLE 19 – HEALTH AND WELFARE

Section 19.3. All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Company.

Weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$17.25	\$22.00	\$11.50	\$16.25	-\$2.00	-\$6.00
EE + Child(ren)	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	-\$5.00	-\$9.00
EE + Spouse*	\$32.50	\$37.00	\$22.00	\$26.75	\$16.25	\$21.00	-\$5.00	-\$9.00
Family*	\$37.00	\$41.75	\$26.75	\$31.25	\$21.00	\$25.50	\$10.00	\$14.00

~~Effective January 1, 2021, weekly deductions shall be as follows:~~

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
EE + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
EE + Spouse*	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Family*	\$37.00	\$41.75	\$28.75	\$33.25	\$23.00	\$27.50	\$17.00	\$22.00

~~Effective January 1, 2022, weekly deductions shall be as follows:~~

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
EE + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
EE + Spouse*	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Family*	\$37.00	\$41.75	\$29.75	\$34.25	\$24.00	\$28.50	\$19.00	\$24.00

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

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

13. ARTICLE 19 – HEALTH AND WELFARE

Section 19.5 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. Coverage under the ERIP program may begin on the first day of any of the following months, as elected by the employee, as long as the employee meets the eligibility requirements as of that date: **January**, February, March, April, ~~May~~, August, September, **and** October ~~and November~~. 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.

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 21 – NO STRIKE, NO LOCKOUT & PICKETS

Section 21.2 After the Company has been officially notified by the Union, the Company shall not require or request any employee to cross or work behind any legal A.F.L.-C.I.O. picket line approved by the United Food & Commercial Workers International Union, Washington, DC. However, if the business of the Company becomes involved in a controversy with any other labor organization, the Union agrees to use its best efforts to bring about a settlement of such a controversy. **For the purpose of this section, a 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.

15. ARTICLE 26 – TERM OF AGREEMENT

This Agreement shall continue in effect from **September 19, 2022** ~~September 16, 2019~~, through **September 21, 2025** ~~September 18, 2022~~, and shall automatically be renewed from year to year unless either party serves notice to 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.

16. SCHEDULE "A" – WAGES

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
Center Store Grocery Manager	17.10	18.10	19.10	20.10
Produce Manager	16.10	17.10	18.10	19.10
Head Cashier	16.10	17.10	18.10	19.10
Customer Service Manager (Optional)	16.60	17.60	18.60	19.60
Dairy Manager (Optional)	15.10	16.10	17.10	18.10
Frozen Food Manager (Optional)	15.10	16.10	17.10	18.10
GM Manager (Optional)	14.60	15.60	16.60	17.60
Bakery Manager (Optional)	14.60	15.60	16.60	17.60
Floral Manager (Optional)	14.60	15.60	16.60	17.60
Meat Manager	17.10	18.10	19.10	20.10
Deli/Seafood Manager	16.10	17.10	18.10	19.10
Seafood Manager (Optional)	14.60	15.60	16.60	17.60
Center Store Lead		16.10	17.10	18.10

Department Managers at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective September 19, 2022, a one dollar (\$1.00) increase effective September 18, 2023, and a one dollar (\$1.00) increase effective September 16, 2024.

~~Department Managers at the thereafter rate or higher for their classification will receive a thirty-five cent (35¢) increase effective February 3, 2020, a forty cent (40¢) increase effective January 1, 2021, and a fifty cent (50¢) increase effective January 1, 2022.~~

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE SEPTEMBER 19, 2022. THIS CONTRACT PROPOSAL CONTAINS RETRO-PAY BACK TO THE EXPIRATION OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Manager on Duty Effective January 1, 2023, an employee who is scheduled as Manager-on-Duty for three (3) hours or more of their shift, will receive a fifty cents (50¢) premium for the time scheduled as Manager-on-Duty. No more than one teammate 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.

Night Manager (appointed at option of Company) - Twenty-five cents (25¢) per hour over base hourly rate of pay. This would be in addition to respective night work premium pay.

Assistant Department Managers (appointed at option of Company) – Twenty-five cents (25¢) per hour over base hourly rate of pay.

All Duty Clerks

Part-time Clerks

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
First 1040 hours		12.10	12.50	12.75
Next 1040 hours		12.35	12.75	13.00
Next 1040 hours		12.70	13.00	13.25
Thereafter/Next 1040 hours	12.10	13.10	13.50	13.75
Thereafter/Next 1040 hours			14.10	14.50
Thereafter/Next 1040 hours				15.10

Part-time clerks at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective September 19, 2022, a one dollar (\$1.00) increase effective September 18, 2023, and a one dollar (\$1.00) increase effective September 16, 2024.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE SEPTEMBER 19, 2022. THIS CONTRACT PROPOSAL CONTAINS RETRO-PAY BACK TO THE EXPIRATION OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Full-time Clerks

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
First 1040 hours	12.55	12.55	12.55	12.75
Next 1040 hours	12.90	12.90	12.90	12.90
Next 1040 hours	13.25	13.25	13.25	13.25
Next 1040 hours	13.65	13.65	13.65	13.65
Thereafter /Next 1040 hours	14.15	14.15	14.15	14.15
Thereafter /Next 1040 hours		15.15	15.15	15.15
Thereafter /Next 1040 hours			16.15	16.15
Thereafter/Next 1040 hours				17.15

Full-time clerks at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective September 19, 2022, a one dollar (\$1.00) increase effective September 18, 2023, and a one dollar (\$1.00) increase effective September 16, 2024.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE SEPTEMBER 19, 2022. THIS CONTRACT PROPOSAL CONTAINS RETRO-PAY BACK TO THE EXPIRATION OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Journeyman Meat Cutter

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
Full-Time Journeyman Meat Cutter	16.25	17.25	18.25	19.25
Part-time Journeyman Meat Cutter	15.25	16.25	17.25	18.25

Journeyman at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective September 19, 2022, a one dollar (\$1.00) increase effective September 18, 2023, and a one dollar (\$1.00) increase effective September 16, 2024.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE SEPTEMBER 19, 2022. THIS CONTRACT PROPOSAL CONTAINS RETRO-PAY BACK TO THE EXPIRATION OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

Courtesy Clerks

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
	11.15	12.00	12.00	12.00

Maintenance Clerks

Effective:	<u>01/01/22</u>	<u>09/19/22</u>	<u>09/18/23</u>	<u>09/16/24</u>
First 1040 hours		12.10	12.10	12.10
Next 1040 hours		12.60	12.60	12.60
Thereafter/Next 1040 hours	12.10	13.10	13.10	13.10
Thereafter/Next 1040 hours			14.10	14.10
Thereafter/Next 1040 hours				15.10

Maintenance Clerks at the thereafter rate or higher for their classification will receive a one dollar (\$1.00) increase effective September 19, 2022, a one dollar (\$1.00) increase

effective September 18, 2023, and a one dollar (\$1.00) increase effective September 16, 2024.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASES EACH YEAR OF THE CONTRACT INCLUDING THE FIRST ONE DOLLAR RAISE EFFECTIVE SEPTEMBER 19, 2022. THIS CONTRACT PROPOSAL CONTAINS RETRO-PAY BACK TO THE EXPIRATION OF THE CONTRACT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

17. LETTER OF UNDERSTANDING

Add LOU #10

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 8.3 and the schedule shall be posted as required in Article 9.1. 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 Fund, as described in Article 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 17.4, 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 holidays as described in Article 17.5 or overtime as described in 9.1.

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.

**(Not published in CBA)
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 9.1.

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 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.

Provided the technology and capabilities are developed, employees from other UFCW 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 the PTF language is present in the Collective Bargaining Agreement for that location. When following the awarding of shifts language in the PTF LOU, the seniority for “Out of store clerks” shall first apply to the clerks from within the respective UFCW Local Union CBA where the shift is deemed to exist, if unfilled, it shall be available by seniority to other UFCW clerks from within that Local Union jurisdiction. If the shift continues to be unfilled, it shall be offered to other UFCW Union clerks before being offered to PTF Clerks. If unfilled and placed out for bid to PTF Clerks, the seniority for such PTF Clerks shall first apply from within the respective UFCW Local union.

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 9.1 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 Fund as a result of this program.

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.