

May 27, 2025

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

Understanding This Proposal

PRINT IN BOLD REPRESENTS PROPOSED NEW LANGUAGE.

PRINT WITH A LINE THROUGH IT REPRESENTS LANGUAGE PROPOSED TO BE DELETED.

PRINT IN GREEN INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A POSITIVE EFFECT ON PARTNERS.

PRINT IN BLUE INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE NO EFFECT ON PARTNERS.

PRINT IN RED INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A NEGATIVE EFFECT ON PARTNERS.

The current collective bargaining agreement with the following modifications:

1. ARTICLE 1 – JURISDICTION

Section 1.3 Under no condition shall supervisors perform bargaining unit work, except in case of emergency, such as Acts of God or other conditions beyond the control of the Company, and to the extent that they may perform customer services. Customer services shall not be construed to include stocking, price marking, truck unloading or building displays, or any other bargaining unit work on a regular basis.

Up to two members of Store Management may be designated and allowed to perform any bargaining unit work. The Company will notify the Union which current member(s) of Store Management is so designated.

In the event the Company's operations cannot begin or continue due to;

1. recommendations of civil authorities,
2. or failure of public utilities (electricity, water, etc.),
3. or ~~by an Act of God~~ **force majeure event,**

the Company may use non-bargaining unit personnel up to the initial six (6) hours of the Act of God to perform any work necessary to limit losses. In addition, the Company may use non-bargaining unit personnel for up to a period of six (6) hours after services are restored to assist the Company in repairing store conditions to their appropriate customer service levels in order to reopen to the public. The intent of this language is to allow the Company to use non-bargaining unit personnel in conjunction with, not as a replacement for, bargaining unit Associates and only to the extent to limit losses or repair conditions. During this period, all other terms of the Agreement will remain in full force and effect.

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EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. IT UPDATES ACCEPTABLE CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

2. ARTICLE 2 - UNION SECURITY

Section 2.2 All new Associates 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 Associate, present and future, as the same shall be due, provided each such Associate 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 Associates 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 Associate, 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 Associates hired the previous month. The list will include the Associates' names, social security numbers, **wage rates**, phone number, home address, store codes, job codes and dates of hire. Additionally, a list of all Associates 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 Associates, 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. THE UNION NOW USES WAGE RATES TO CALCULATE THE APPROPRIATE UNION DUES FOR EACH PARTNER. ALTHOUGH THE COMPANY HAS BEEN SENDING THIS INFORMATION PREVIOUSLY, CHANGING THE LANGUAGE IN THE CONTRACT

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ASSURES THAT THIS PRACTICE WILL CONTINUE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

3. ARTICLE 8 - HOURS AND WORKING CONDITIONS

Section 8.2

- 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. Associates scheduled for more than five (5) hours, whose shift encompasses 12 a.m. to 5 a.m., will be paid the premium for the entire shift. Night shift differential shall be included in computing vacation pay, **sick pay, holiday pay (including personal holidays), and severance 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 Associate 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, Associates 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: UNDER THE CURRENT CONTRACT LANGUAGE, NIGHT SHIFT ASSOCIATES HAVE NIGHT SHIFT PREMIUM INCLUDED ONLY FOR VACATION TIME. THIS CHANGE WILL INCLUDE NIGHT SHIFT PREMIUM FOR SICK TIME, HOLIDAY PAY AND FOR ANY SEVERANCE PAY. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

4. ARTICLE 9 – SENIORITY

Section 9.7

D.1. In the event a forty (40) hour schedule becomes available, exclusive of department manager positions, at the beginning of the quarters as outlined in paragraph B above, the following procedure will apply:

The most senior Associate as referenced in Section 9.4B above in the grouping of stores of the Company where the forty (40) hour permanent schedule becomes available will be given the first opportunity to work a forty (40) hour schedule.

The Company will offer the position to the most senior Associate(s) in each Company's grouping of stores (division, district, zone, region, etc.) or by the entire bargaining unit who has indicated to the Company in writing **or through the Company's digital submission process** that they desire to work a forty (40) hour schedule. These written requests for forty (40) hour jobs must be sent to the Labor Relations Department prior to August 1st and February 1st of each year and that request will be valid for one (1) full year from that time period and must include which store(s) and department(s) the Associate is willing to work. Associates will not be offered a forty (40) hour job at a store or in a department that they do not have listed on their forty (40) hour request form.

ALTHOUGH NOT READILY AVAILABLE AT THIS TIME, SHOULD DIERBERGS CREATE AN ASSOCIATE PORTAL OR DIGITAL APPLICATION, THIS WOULD ALLOW FOR THE 40-HOUR REQUEST FORM TO BE SUBMITTED DIGITALLY. THIS WOULD BE A NEUTRAL CHANGE.

5. ARTICLE 11 – SUBSTANCE ABUSE

Section 11.6 If an Associate is tested for reasonable cause, and the tests prove positive for drugs or alcohol, **including prescription drugs used in a manner inconsistent with the prescribed dosage, as determined by the Medical Review Officer**, the Associate will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the Associate's length of service [if at least eighteen (18) months], work history, the seriousness of the violation and other factors involved. However, any gross misconduct will result in immediate discharge. Should the Associate not be discharged, the Associate will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. The Associate will be referred to an assistance program for evaluation and must complete any recommended program. Subsequent positive tests will result in disciplinary action, up to and including discharge. **Associates disciplined for the improper use of prescription drugs will not be subject to random testing as described in this Article.**

If an Associate is tested because they were injured “on-the-job” and the tests prove positive for drugs, or alcohol, the Associate will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge. Should the Associate not be discharged the Associate will be given the opportunity to be referred to an Associate assistance program and, after an evaluation, the Associate may be urged to consider participation in an alcohol and/or drug treatment program.

To the extent required to enable the Associate to participate in such a program, the Associate shall be allowed to take an unpaid leave of absence in accordance with the Leave of Absence provisions of the Collective Bargaining Agreement. Cost of any rehabilitation program shall be the responsibility of the Associate or the Associate's medical program if applicable.

EFFECT: IF AN ASSOCIATE IS HAVING A PROBLEM ON THE JOB AND AFTER A TEST, AN INDEPENDENT MEDICAL REVIEW OFFICER WOULD RULE THAT MISUSE OF PRESCRIPTION DRUGS WAS A FACTOR, THEN THE COMPANY MAY FOLLOW THROUGH WITH THE SUBSTANCE ABUSE PARAMETERS OF THE CONTRACT. PRIOR TO THIS LANGUAGE, PRESCRIPTION DRUGS WERE UNENFORCEABLE EVEN IF THE PRESCRIPTION DRUGS WERE MISUSED. DESPITE THIS LANGUAGE LEADING TO A NEW LINE OF DISCIPLINE, THE ASSOCIATE MUST BE HAVING A PROBLEM ON THE JOB TO INITIATE THE TEST, AND A PERSON UNDER THE INFLUENCE MAY BE HARMFUL TO THEMSELVES AND OTHERS. THEREFORE, WE DEEM THIS CHANGE TO BE A NEUTRAL CHANGE.

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6. ARTICLE 11 – SUBSTANCE ABUSE

It shall be a condition of continued employment for Associates at the completion of the aforementioned Leave of Absence and/or disciplinary suspension to submit to a follow-up drug and/or alcohol screen prior to returning to work. Should the results of the follow-up drug and/or alcohol screen also show a positive finding, and the results have been verified by a second test, the Associate will be terminated.

As a further condition of returning to work after the aforementioned Leave of Absence and/or a disciplinary suspension an Associate will be subject to random tests during the first (1st) year after returning to work. In the event the random test proves positive for drugs or alcohol, the Associate will be discharged.

With respect to a post-accident positive drug and alcohol test result showing only positive for marijuana (“THC”) use, if there is reasonable cause, the reasonable cause paragraph above shall apply. In the event there is not reasonable cause, a post-accident drug and alcohol test result showing evidence of THC use will result in a final written warning. Associates disciplined in this manner shall not be subject to random testing as described in this Article.

EFFECT: UNDER CURRENT CONTRACT LANGUAGE, THE PRESENCE OF THC IN A DRUG TEST RESULT COULD WARRANT A THIRTY-DAY SUSPENSION ALONG WITH A FINAL WARNING AS WELL AS A RANDOM TEST WITHIN THE NEXT YEAR AFTER RETURNING TO WORK. WITH RECREATIONAL MARIJUANA/THC BEING LEGAL IN BOTH MISSOURI AND ILLINOIS, AND THE USAGE COULD BE PRESENT IN A DRUG TEST FOR UPWARDS OF THIRTY DAYS, THE DISCIPLINE FOR MARIJUANA/THC DUE TO AN INJURY ON THE JOB NEEDED TO BE ADDRESSED. A FINAL WARNING IS STILL GIVEN; HOWEVER, THE SUSPENSION AND RANDOM TESTING IS NO LONGER A FACTOR. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

7. ARTICLE 14 - FUNERAL LEAVE

In the event of the death of a parent, grandparent, grandchild, brother, sister, spouse, ~~same-sex domestic partner~~, son, daughter or present mother-in-law, father-in-law, brother-in-law, sister-in-law, present step-father, present step-mother of an Associate with six (6) months or more of service or other relative residing with the Associate, the Company will grant a leave of absence from day of death until and including the day after the funeral/memorial service, not to exceed three (3) days with pay for scheduled working days, provided the Associate attends the funeral. In the case of son-in-law or daughter-in-law not living with the Associate, one (1) day will be given off, that day being the day of the funeral/memorial service. The Associate shall not be paid beyond the day after the funeral/memorial service.

In the event that same sex marriage is not recognized by law, same sex partners will be considered equivalent to spouses for purposes relative to funeral leave.

EFFECT: THIS CHANGE IN THE CONTRACT STATES THAT EVEN IF THE LAW WERE TO CHANGE, THE COMPANY WILL STILL RECOGNIZE SAME SEX

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MARRIAGE IN TERMS OF FUNERAL LEAVE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

8. ARTICLE 18 - HEALTH & WELFARE

Section 18.1 The Company shall continue to pay **four dollars and seventy-five cents (\$4.75)** ~~four dollars and ninety-nine cents (\$4.99)~~ per hour for all hours paid with a maximum of forty (40) hours per week for all Associates covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2022~~5~~, for hours paid in May 2022~~5~~; the Company shall pay **five dollars and sixty-eight cents (\$5.68)** per hour.

There will be three (3) one-month company contribution holidays. The first holiday will be the ~~August 2022~~ **December 2025** payment for hours paid in ~~July 2022~~ **November 2025**; the second holiday will be for the ~~August 2023~~ **September 2026** payment for hours paid in ~~July 2023~~ **August 2026**, the third for the ~~July 2024~~ **November 2027** payment for hours paid in ~~June 2024~~ **October 2027**. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) months of reserves **at the termination of this agreement**, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified.

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: ALTHOUGH COMPANY CONTRIBUTIONS HAVE INCREASED IN THIS PROPOSAL, THE CONTRIBUTIONS HAVE NOT INCREASED AT A RATE TO MAINTAIN CURRENT BENEFITS. THE HEALTH & WELFARE TRUSTEES WOULD HAVE TO MODERATELY ADJUST BENEFITS. THE BENEFIT CHANGES ARE OUTLINED BELOW. ALTHOUGH \$0.97 IN CONTRIBUTIONS ARE BEING ADDED, THE BENEFIT ADJUSTMENTS MAKE THIS A NEUTRAL EFFECT ON OUR PARTNERS.

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Plan A Changes		
	(Current)	(Proposed Change)
Deductible [Single]	\$400	\$450
Deductible [Child(ren)/Spouse]	\$400 per person	\$450 per person
Deductible [Family]	\$1,200	\$1,350
Office Copays (PCP/Specialist)	\$15/\$20	\$20/\$35
Immediate Care (Emerg. Room/Urgent Care)	\$100/\$50	\$200/\$75
Out of Network Service	40%	50%
Medical Out-of-Pocket Max. [Single]	\$2,000	\$2,250
Medical Out-of-Pocket Max. [Child(ren)/ Spouse]	\$2,000 per person	\$2,250 per person
Medical Out-of-Pocket Max. [Family]	\$5,000	\$5,625
Prescription Deductible	\$100 per person	\$150 per person

Plan B Changes		
	(Current)	(Proposed Change)
Deductible [Single]	\$450	\$500
Deductible [Child(ren)/Spouse]	\$450 per person	\$500 per person
Deductible [Family]	\$1,350	\$1,500
Office Copays (PCP/Specialist)	\$15/\$20	\$20/\$35
Immediate Care (Emerg. Room/Urgent Care)	\$100/\$50	\$200/\$75
Out of Network Service	40%	50%
Medical Out-of-Pocket Max. [Single]	\$2,250	\$2,500
Medical Out-of-Pocket Max. [Child(ren)/ Spouse]	\$2,250 per person	\$2,500 per person
Medical Out-of-Pocket Max. [Family]	\$5,625	\$6,250
Prescription Deductible	\$150 per person	\$200 per person

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Plan C Changes		
	(Current)	(Proposed Change)
Deductible [Single]	\$550	\$600
Deductible [Child(ren)/Spouse]	\$550 per person	\$600 per person
Deductible [Family]	\$1,650	\$1,800
Office Copays (PCP/Specialist)	\$15/\$20	\$25/\$40
Immediate Care (Emerg. Room/Urgent Care)	\$100/\$50	\$200/\$75
Out of Network Service	40%	50%
Medical Out-of-Pocket Max. [Single]	\$2,500	\$2,750
Medical Out-of-Pocket Max. [Child(ren)/ Spouse]	\$2,500 per person	\$2,750 per person
Medical Out-of-Pocket Max. [Family]	\$6,250	\$6,875
Prescription Deductible	\$200 per person	\$250 per person

Plan D Changes		
	(Current)	(Proposed Change)
Deductible [Single]	\$1,250	\$1,400
Deductible [Child(ren)/Spouse]	\$1,250 per person	\$1,400 per person
Deductible [Family]	\$3,750	\$4,200
Office Copays (PCP/Specialist)	\$15/\$20	\$25/\$40
Immediate Care (Emerg. Room/Urgent Care)	\$100/\$50	\$200/\$75
Out of Network Service	40%	50%
Medical Out-of-Pocket Max. [Single]	\$2,500	\$3,000
Medical Out-of-Pocket Max. [Child(ren)/ Spouse]	\$2,500 per person	\$3,000 per person
Medical Out-of-Pocket Max. [Family]	\$6,250	\$7,500
Prescription Deductible	\$200 per person	\$250 per person

9. ARTICLE 18 - HEALTH & WELFARE

Section 18.3 All Associates who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make Associate 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.

	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

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

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Effective June 1, 2025, 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	\$29.75	\$34.50	\$22.25	\$27.00	\$15.50	\$20.25	\$10.00	\$15.00
EE + Child(ren)	\$34.50	\$39.00	\$27.00	\$31.75	\$20.25	\$26.00	\$15.00	\$20.00
EE + Spouse*	\$34.50	\$39.00	\$27.00	\$31.75	\$20.25	\$26.00	\$15.00	\$20.00
Family*	\$39.00	\$43.75	\$31.75	\$36.25	\$25.00	\$29.50	\$20.00	\$25.00

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

Effective June 1, 2026, 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	\$32.75	\$37.50	\$25.25	\$30.00	\$17.50	\$22.25	\$12.00	\$17.00
EE + Child(ren)	\$37.50	\$42.00	\$30.00	\$34.75	\$22.25	\$28.00	\$17.00	\$22.00
EE + Spouse*	\$37.50	\$42.00	\$30.00	\$34.75	\$22.25	\$28.00	\$17.00	\$22.00
Family*	\$42.00	\$46.75	\$34.75	\$39.25	\$27.00	\$32.50	\$22.00	\$27.00

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

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Effective June 1, 2027, 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	\$34.75	\$39.50	\$27.25	\$32.00	\$18.50	\$23.25	\$13.00	\$18.00
EE + Child(ren)	\$39.50	\$44.00	\$32.00	\$36.75	\$23.25	\$29.00	\$18.00	\$23.00
EE + Spouse*	\$39.50	\$44.00	\$32.00	\$36.75	\$23.25	\$29.00	\$18.00	\$23.00
Family*	\$44.00	\$48.75	\$36.75	\$41.25	\$28.00	\$33.50	\$23.00	\$28.00

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

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

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

EFFECT: THE WEEKLY PREMIUMS THAT OUR PARTNERS PAY EACH WEEK FOR THEIR INSURANCE INCREASES EACH YEAR OF THE CONTRACT. FOR PLAN A AND PLAN B, THE INCREASE IS TWO DOLLARS IN THE FIRST YEAR, THREE DOLLARS IN THE SECOND YEAR, AND TWO DOLLARS IN THE THIRD YEAR. FOR PLAN C AND PLAN D, THE INCREASE IS ONE DOLLAR IN THE FIRST YEAR, TWO DOLLARS IN THE SECOND YEAR, AND ONE DOLLAR IN THE THIRD YEAR. THIS HAS A NEGATIVE EFFECT FOR OUR PARTNERS.

10. ARTICLE 18 - HEALTH & WELFARE

Section 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 Associate's last day of employment must be in one of the following months: January, February, March, April, August, September, and October. **For years in which the Pension Fund does not restrict pensioners from returning to work an Associate's last day of employment can be in any month.** 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 CONTRACT CHANGE OPENS THOSE ELIGIBLE PARTNERS WHICH CHOOSE TO USE THE EARLY RETIREMENT INCENTIVE PROGRAM MAY DO SO THROUGHOUT THE YEAR SO LONG AS THE PENSION FUND TRUSTEES

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MAINTAIN THERE IS NO RESTRICTION FOR THE AMOUNT OF HOURS A RETIREE MAY WORK. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

11. ARTICLE 21 – TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry. The Company recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Company has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Company introduces major technological changes which would have direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

With regard to any technological changes implemented by the Company during the life of this Agreement, the parties agree to meet and to bargain over the effects of such a decision upon Associates. Both parties are obligated to bargain in good faith in an effort to reach an agreement on the effects of the Company's decision upon the Associates.

In order to facilitate the forgoing, the Company and the Union will meet to discuss and review technological changes implemented in stores. Both the Company and the Union will designate up to three (3) representatives for the meetings.

EFFECT: IT IS IMPOSSIBLE TO PREDICT THE KIND OF TECHNOLOGICAL CHANGES WILL BE AVAILABLE AND/OR IMPLEMENTED OVER THE LIFE OF THE CONTRACT. SHOULD THE COMPANY CHOOSE TO USE NEW TECHNOLOGY DURING THE LIFE OF THE CONTRACT, THIS LANGUAGE ALLOWS FOR THE ESTABLISHMENT OF A COMMITTEE MADE UP OF BOTH THE COMPANY AND THE UNION TO DISCUSS THE IMPACT OF THE NEW TECHNOLOGY ON SCHEDULING, HOURS, IMPACT ON THE ASSOCIATES, ETC. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

12. ARTICLE 24 - TERM OF CONTRACT

THIS AGREEMENT shall continue in full force and effect from ~~May 11, 2025~~ **May 12, 2025**, through ~~May 11, 2025~~ **May 7, 2028**, 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.

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14. Schedule "A" Wages

SCHEDULE "A" - WAGES

Associates presently employed who have been in the employ of the Company for the following designated periods of time will receive these minimum wages during the life of this Agreement.

A. Department Managers

Effective:	<u>Current</u>	<u>05/12/25</u>	<u>05/11/26</u>	<u>05/10/27</u>
Center Store Manager	25.25	26.25	27.25	28.25
Customer Service Manager	25.25	26.25	27.25	28.25
Produce Manager	25.16	26.16	27.16	28.16
Head Cashier	24.25	25.25	26.25	27.25
Center Store Lead (hired before 06/19/91)	24.25	25.25	26.25	27.25
Center Store Lead (hired after 06/19/91)	21.10	22.20	23.20	24.20
Dairy Manager	24.25	25.25	26.25	27.25
Frozen Food Manager	24.25	25.25	26.25	27.25
GM Manager	21.45	22.45	23.45	24.45
Bakery Manager	21.45	22.45	23.45	24.45
Floral Manager	20.55	22.20	23.20	24.20
Salad Bar Manager	20.55	22.20	23.20	24.20
Specialty Department Manager	20.55	22.20	23.20	24.20

Department Managers above the contract rate shall receive **one dollar (\$1.00)** ~~one dollar (\$1.00)~~ increase effective May ~~1223~~, 2025**2**, **one dollar (\$1.00)** ~~one dollar (\$1.00)~~ increase effective May **118**, 2026**3**, and **one dollar (\$1.00)** ~~one dollar (\$1.00)~~ increase effective May **1043**, 2027**4**.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASE FOR EACH YEAR OF THE CONTRACT. THAT IS A \$3.00 INCREASE OVER THE LIFE OF THE CONTRACT. THE RAISE EFFECTIVE RETRO TO MAY 12, 2025. THERE IS AN ADDITIONAL INCREASE FOR THE FLORAL MANAGER, SALAD BAR MANAGER, SPECIALTY DEPARTMENT MANAGER, AND THE CENTER STORE LEADS (HIRED AFTER 1991) IN THE FIRST YEAR OF THE CONTRACT. 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.

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Certified Trainers will receive ~~fifty cents (50¢) [Effective June 13, 2022~~ one dollar (\$1.00)] per hour over their base hourly rate of pay for hours worked when they are assigned by the Company to train.

EFFECT: THIS 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.

B. Salaried Department Managers

At the Company's option, and with the Associate's consent, an Associate may be appointed to a salaried position in addition or in lieu of the above-mentioned Grocery Manager/Center Store Manager and Customer Service Manager classifications. The Grocery Manager/Center Store Manager's and Customer Service Manager's salary shall be:

Effective:	<u>05/13/24</u>	<u>5/12/25</u>	<u>5/11/26</u>	<u>5/10/27</u>
Weekly Salary	\$1,112.00	\$1,152.00	\$1,192.00	\$1,232.00
Sunday	\$322.50	\$334.50	\$346.50	\$358.50
Sunday (½ day)	\$161.25	\$167.25	\$173.25	\$179.25

EFFECT: AS IS CONSISTENT WITH THE WAGE INCREASES FOR DEPARTMENT MANAGERS AND CLERKS, THE SALARIED DEPARTMENT MANAGER WEEKLY SALARY WILL BE INCREASING BY \$40.00 PER WEEK EACH YEAR OF THE CONTRACT REFLECTING A \$1.00 PER HOUR INCREASE EACH YEAR. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

May 27, 2025

B €. Clerks

Full-Time Associates

Effective:	<u>Current</u>	<u>05/12/25</u>	<u>05/11/26</u>	<u>05/10/27</u>
	15.55			
First 520 hours	15.75	15.75		
Next 520 hours/First 520 hours	16.05	16.05	16.05	
Next 520 hours/First 520 hours	16.30	16.30	16.30	16.30
Next 520 hours	16.65	16.65	16.65	16.65
Next 520 hours	17.10	17.10	17.10	17.10
Next 520 hours	18.10	18.10	18.10	18.10
Next 1040 hours	19.10	19.10	19.10	19.10
Next 1040 hours	20.10	20.10	20.10	20.10
Next 1040 hours/Thereafter		21.10	21.10	21.10
Next 1040 hours/Thereafter			22.10	22.10
Next 1040 hours/Thereafter				23.10

Full-time clerks at the thereafter rate or higher for their classification will receive **one dollar (\$1.00)** ~~a one dollar (\$1.00)~~ increase effective May ~~12 23, 2025~~², a **one dollar (\$1.00)** ~~one dollar (\$1.00)~~ increase effective May ~~11 8, 2026~~³, and a **one dollar (\$1.00)** ~~one dollar (\$1.00)~~ increase effective May ~~10 13, 2027~~⁴. These increases take effect upon the completion of 1040 hours at the “thereafter” rate.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASE FOR EACH YEAR OF THE CONTRACT. THAT IS A \$3.00 INCREASE OVER THE LIFE OF THE CONTRACT. THE RAISE EFFECTIVE RETRO TO MAY 12, 2025. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

May 27, 2025

Part-Time Associates

Effective:	<u>Current</u>	<u>05/12/25</u>	<u>01/01/26</u>	<u>05/11/26</u>	<u>05/10/27</u>
First 1040 hours	14.50	14.50			
Next 1040 hours/First 1040 hours	14.80	14.80	15.10	15.10	15.10
Next 1040 hours	15.55	15.55	15.55	15.55	15.55
Next 1040 hours/Thereafter		16.55	16.55	16.55	16.55
Next 1040 hours/Thereafter				17.55	17.55
Thereafter					18.55

Part-time clerks at the thereafter rate or higher for their classification will receive a ~~one dollar (\$1.00)~~ **one dollar (\$1.00)** increase effective May ~~1223~~, 2022**5**, a ~~one dollar (\$1.00)~~ **one dollar (\$1.00)** increase effective May ~~118~~, 2023**6**, and a ~~one dollar (\$1.00)~~ **one dollar (\$1.00)** increase effective May ~~1013~~, 2024**7**. These increases take effect upon the completion of 1040 hours at the “thereafter” rate.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASE FOR EACH YEAR OF THE CONTRACT. THAT IS A \$3.00 INCREASE OVER THE LIFE OF THE CONTRACT. THE RAISE EFFECTIVE RETRO TO MAY 12, 2025. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

C D. Courtesy Clerks

Effective	<u>Current</u>	<u>01/01/26</u>	<u>05/11/26</u>	<u>05/10/27</u>
Thereafter	13.75	15.00	15.00	15.00

EFFECT: COURTESY CLERK STARTING WAGE MATCHES MISSOURI'S MINIMUM WAGE. THIS IS SEEN AS A NEUTRAL EFFECT.

F. All stores will have a Grocery Manager/**Center Store**, Produce Manager, Head Cashier/**Front End Manager**, and a Dairy Manager or Dairy/Frozen Manager.

EFFECT: THIS LANGUAGE CHANGE WOULD BE CONSIDERED CLEANUP. THIS WOULD BE CONSISTENT WITH OTHER CONTRACTS THAT HAVE SIMILAR LANGUAGE. DIERBERGS PRESENTLY HAS NO INTENTIONS TO CHANGE THEIR STRUCTURE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.

May 27, 2025

Designated Assistant Department Managers will be paid ~~fifteen cents (\$0.15)~~ **one dollar (\$1.00)** per hour over their base rate of pay.

EFFECT: THOSE ASSOCIATES THAT HOLD THE POSITION OF DESIGNATED ASSISTANT DEPARTMENT MANAGERS WILL RECEIVE A PREMIUM OF ONE DOLLAR OVER THEIR BASE RATE OF PAY. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.

LETTER OF UNDERSTANDING

1. Regarding Article 1.2, members of the Company's management may perform bargaining unit work on an as needed basis during the holidays as defined in Article 16.1 and one special event per year. When Company management will be working in the store during these periods, as has been the practice, hours will be maximized for all available Associates.

The Company may use non-bargaining unit Associates at a store in the event bargaining unit Associates scheduled for work are unable to report for their scheduled shift due to recommendations of civil authorities, failure of public utilities, or a force majeure event. In the event this may happen, the Company will first inform all Associates at the affected store(s) of available shifts. When non-bargaining unit Associates will be working in the store(s) as a result of these events, hours will be maximized for all Associates working in the affected store(s) during the duration. The Company will notify the Union as soon as practicable.

EFFECT: SHOULD AN UNFORESEEN EMERGENCY COME UP AT A PARTICULAR STORE, THE COMPANY MAY USE ALL RESOURCES AVAILABLE TO CONTINUE OPERATIONS OR MAINTAIN THE STORE, INCLUDING USING MANAGERS, OFFICE PERSONNEL, OR OTHER NON-BARGAINING UNIT HELP. THIS COULD BE SEEN AS A BENEFIT FOR OUR PARTNERS AS HOURS WILL BE MAXIMIZED SIMILAR TO THE CTC PROGRAM.

11. Regarding Schedule "A" Wages, Section C, Associates at the top rate of pay on June 16, 1985, will be paid ~~twenty dollars and ninety five cents (\$20.95)~~ **twenty-three dollars and ninety-five cents (\$23.95)** per hour.

These Associates shall receive a one dollar (\$1.00) increase effective ~~May 23, 2022~~ **May 12, 2025**; a one dollar (\$1.00) increase effective ~~May 8, 2023~~ **May 11, 2026**; and a one dollar (\$1.00) increase on ~~May 13, 2024~~ **May 10, 2027**.

12. Regarding Schedule "A" Wages, Section C, General Merchandise Clerks hired prior to June 13, 1985 will be paid ~~seventeen dollars and thirty cents (\$17.30)~~ **twenty dollars and thirty cents (\$20.30)** per hour.

These Associates shall receive a one dollar (\$1.00) increase effective ~~May 23, 2022~~ **May 12, 2025**; a one dollar (\$1.00) increase effective ~~May 8, 2023~~ **May 11, 2026**; and a one dollar (\$1.00) increase on ~~May 13, 2024~~ **May 10, 2027**.

EFFECT: THIS CONTRACT REFLECTS ONE DOLLAR WAGE INCREASE FOR EACH YEAR OF THE CONTRACT. THAT IS A \$3.00 INCREASE OVER THE LIFE OF THE CONTRACT. THE RAISE EFFECTIVE RETRO TO MAY 12, 2025. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.