

**THIS DOCUMENT
REPRESENTS THE COMPANY'S
FINAL AND COMPLETE OFFER**

August 23, 2021

Discussions between UFCW Local 400 and **Mid-Atlantic Division of Kroger Limited Partnership I (Richmond-Hampton Roads/Tidewater Stores)** have recently concluded. This analysis was printed and assembled as accurately as possible for your review prior to casting your vote. It is as complete as we could make it. Kindly forgive any omissions or typing errors.

All current articles, paragraphs and side letters that do not appear as changed in this proposal remain as they are in the current agreement. We have only addressed areas of change in this document. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form. **This offer is a complete package. It must be accepted or rejected in its entirety.**

The current COVID-19 pandemic makes it impossible for us to conduct a traditional contract meeting. We will conduct an informational **TELE-TOWN HALL** on **Monday, August 23, 2021 at 4:00 p.m.** The contract vote will take place at dates, times and store locations as shown below. **Masks must always be worn during voting.**

KROGER RICHMOND/TIDEWATER CONTRACT VOTE DETAILS

CONTRACT REVIEW TELE-TOWN HALL - MONDAY, AUGUST 23, 2021, 4:00 P.M.

WE ARE HOLDING AN IMPORTANT UPCOMING VOTE ON YOUR NEXT RICHMOND/TIDEWATER CONTRACT WITH KROGER. ALL NECESSARY VOTES WILL BE TAKEN AT THE TIMES AND LOCATIONS LISTED BELOW. TO ENSURE EVERYONE'S SAFETY AS WE PRESENT THIS PROPOSAL FOR A VOTE, WE ARE CONDUCTING YOUR MEETING AS A TELE-TOWN HALL.

DURING THE TELE-TOWN HALL, WE WILL REVIEW THE PROPOSAL IN DETAIL.

YOU MUST REGISTER TO ATTEND THE EVENT. REGISTER ONLINE AT WWW.UFCW400.ORG



In-Store Voting Schedule - Bring This Card With You for Faster Entry
Masks must be worn at all times while voting. Voting is open at each location from 7:30 a.m. to 10:30 a.m. & 2:00 p.m. to 5:00 p.m.

Wednesday, August 25, 2021

Kroger #501, 2821 Hicks Rd, North Chesterfield, VA
Kroger #504, 3507 West Cary St, Richmond, VA
Kroger #509, 1601 Willow Lawn Dr, Richmond, VA
Kroger #511, 901 N. Lombardy, Richmond, VA
Kroger #525, 1510 Eastridge Rd, Richmond, VA
Kroger #555, 5007 Victory Blvd, Yorktown, VA

Thursday, August 26, 2021

Kroger #502, 4816 South Laburnum Ave, Richmond, VA
Kroger #514, 7000 Tim Price Way, North Chesterfield, VA
Kroger #515, 9351 Atlee Rd, Mechanicsville, VA
Kroger #517, 11895 W. Broad St, Henrico, VA
Kroger #520, 12726 Jefferson Davis Highway, Chester, VA
Kroger #539, 3330 Virginia Beach Blvd, Virginia Beach, VA

**PROPOSED CHANGES IN THE
AGREEMENT BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 400
AND
MID-ATLANTIC DIVISION OF KROGER LIMITED
PARTNERSHIP I (RICHMOND-TIDEWATER STORES)**

1. ARTICLE 2-NON-DISCRIMINATION Modify the current language in Section 2.1:

1. The Employer and the Union agree that there shall be no discrimination against any employee because of race, religion, color, creed, national origin, gender, age, disability, sexual orientation, gender identity, ~~and~~ Union affiliation or activities, ~~or~~ veteran's status in accordance with existing law **or any other status protected by federal, state or local law.** ~~Where the word "he" appears in this Agreement, the parties agree that it applies to employees of any gender.~~

2. ARTICLE 5-MANAGEMENT RIGHTS Modify the current language in Section 5.4:

4. The Employer reserves the right to secure new employees from any source whatsoever. During the first ninety (90) **calendar** days for all employees, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. If and when an agency shop becomes legal, the parties agree to meet and discuss same.

3. ARTICLE 6-DISPUTE PROCEDURE Modify the current language in Sect. 6.1, 6.2, 6.3, 6.4:

1. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference at the grievant's store between the employee and the Shop Steward or Union Representative and the Store Manager.

Step 2. By conference at the grievant's store unless mutually agreed to meet elsewhere, between the Union Representative and the District ~~Manager, or if mutually agreed between the parties, a District Operations Coordinator or District Human Resources Coordinator~~ **designee**. The parties agree to make reasonable arrangements within five (5) ~~working~~ **calendar** days of the completion of Step 1 for a Step 2 conference to be held. If Step 2 does not settle the dispute within three (3) ~~working~~ **calendar** days, it may be taken to Step 3.

Step 3. By conference at a reasonable location for the people involved between an official or officials of the Union, ~~the Divisional Director, and the~~ Human Resources/Labor Relations **designee** or other representatives of the Employer ~~delegated by the Divisional President~~. The parties agree to make

reasonable arrangements within five (5) ~~working~~ **calendar** days of the completion of Step 2 for a Step 3 conference. Within seven (7) **calendar** days of the Step 3 conference, the Employer will provide to the Union a response to the grievance.

- Step 4. In the event Step 3 fails to settle the complaint, it may be referred to arbitration within fifteen (15) ~~working~~ **calendar** days.

The parties recognize that other individuals relevant to the processing of a dispute may be included in Step 1, Step 2, or Step 3, at the discretion of the parties. Since it is the desire of the parties to expedite the handling of grievances, they agree that the time limits prescribed must be followed unless agreed to by the Union and the Employer.

2. In the event a grievance is processed to arbitration, the **charging** parties shall request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from which an arbitrator shall be chosen by the alternate striking of names. The parties agree to support this process occurring in a reasonable time frame. The decision of the arbitrator shall be binding on both parties and expenses of the arbitrator shall be paid jointly.

3. The Employer may at any time discharge any employee for proper cause. If the Union concludes after investigation that the discharge was improper, the Union must file a written complaint with the Employer within seven (7) **calendar** days. Any such written complaint must be discussed as specified in the procedure outlined in Article 6.1 above.

4. The manager of the store shall grant to any accredited Union official access to the store at any time that the store is open for business, for the purpose of satisfying ~~him~~**them**self that the terms of this Agreement are being complied with, including the review of applicable records (such as employee timekeeping records) in a timely manner during that visit, if possible. It is understood, however, that the Union official will, upon entering the store, make ~~his~~ **their** presence known to the Store Manager.

4. ARTICLE 8-EMPLOYEE DEFINITION Modify the current language in Sect. 8.1:

1. An employee that works ~~thirty five (35)~~ **thirty-eight (38)** hours per week for twelve (12) consecutive weeks shall be considered to be full-time. To disqualify, employees who work less than ~~thirty five (35)~~ **thirty-eight (38)** hours per week for twelve (12) consecutive weeks shall be considered as part-time. Vacation weeks and approved bona fide leaves of absence will not be considered in the computation.

5. ARTICLE 9-WORKING CONDITIONS Modify the current language in Sect. 9.1, 9.2 and 9.9:

1. The hours and work for each employee shall be scheduled by the Employer with the most hours on the basis of seniority providing the employee is qualified to perform the work and is available. The schedule for full-time employees shall not be changed during the workweek except in case of employee's absence, emergency beyond the control of the Employer, or by mutual agreement. The schedule for part-time employees may be changed by notification to the employee **the day** prior to ~~his reporting for his~~ **their** scheduled work time. The work schedule for the succeeding week for employees who work regularly will be posted in each department in ink

by 12:00 noon on Friday of the prior week. The Shop Steward has the right to make a copy of the schedule.

2. The basic workweek for full-time employees shall be **thirty-eight (38) hours** worked in five (5) days, Sunday through Saturday, unless waived by the employee. Part-time employees will receive one (1) day off per week unless mutually waived by the employee and the Store Manager.

9. The Employer agrees to discuss changes in the Dress Code with the Union before putting such changes into effect. Employees will be provided information regarding the ~~marketing~~ **Mid-Atlantic Area** dress standards, and each employee will be required to adhere to reasonable dress standards. Employees will be provided ~~Kroger uniforms shirts, (three (3) for full-time employees, two (2) for part-time employees),~~ **and Kroger issued** accessory items, and name badges. These **Any required** uniforms shirts will be replaced as necessary provided the employee turns in the worn uniform shirt for a new uniform shirt. ~~Ponchos~~ **Outerwear** will be furnished in each store for ~~carry-out~~ employees **performing outside duties** and they shall not be taken off the store premises.

6. ARTICLE 10-VACATION Modify the current language in Sect. 10.2, 10.7 and 10.11:

2. Effective January 1, ~~2022~~¹⁵. Eligible full-time employees will be entitled to vacation according to the following:

- 1 year of continuous service - 1 week vacation
- 2 years of continuous service - 2 weeks vacation
- ~~8~~ **7** years of continuous service - 3 weeks vacation
- 18 years of continuous service - 4 weeks vacation

Effective January 1, ~~2022~~¹⁵. Part-time and Courtesy Clerks will be entitled to vacation according to the following:

- 1 year of continuous service - 1 week vacation
- 3 years of continuous service - 2 weeks vacation
- 7 years of continuous service - 3 weeks vacation**

7. Employees may elect to take one (1) week (five (5) days), one day at a time (up to three (3) days in a week). **Employees with three (3) or more weeks of vacation may elect to take two (2) weeks (ten (10) days), one day at a time (up to three (3) days in a week).**

- a) The intent must be declared when vacations are selected.
- b) The employee must give the Store Manager two (2) weeks' notice.
- c) The day(s) selected must be agreeable to the Store Manager.
- d) Days will not be taken the day before or the day after any holiday.**
- e) Days must be taken prior to November 1st each year.**

11. ~~Effective on January 1, 2015.~~ Night premium pay will be included in the vacation and holiday pay for regular night stocking crew employees.

7. ARTICLE 11-SENIORITY

Modify the current language in Section 11.4:

4. A part-time employee who is available for and desires a full-time job will make his desire known in writing to the District ~~Office Manager~~ with copies to the Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the store, provided he has the ability to fill the job. Should the opening not be filled in this manner, the Employer will then attempt to fill the opening by utilizing interested part-time employees by seniority from other stores in the geographic area who have letters on file.

8. ARTICLE 12-HOLIDAYS

Modify the current language in Section 12.1, 12.2 and 12.4:

1. Employer will observe the following holidays for eligible full-time employees: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. During a week in which one of the above holidays occur, full-time employees who have worked for more than ninety (90) days shall receive eight (8) hours straight time pay in addition to wages earned unless absent the last scheduled workday before the holiday or the first scheduled workday following the holiday.

If the absence is caused by proven illness supported by a doctor's note **or is authorized by Division Human Resources**, such employee will receive the holiday pay provided the employee worked any part of the holiday week.

2. Employees who are on leave of absence or disability during the week in which a holiday falls will not receive holiday pay. When a holiday designated in Article 12.1 occurs during the full-time employee's vacation, the employee shall be entitled to an extra day's vacation, or ~~cash pay~~ **pay** in lieu thereof, based on straight time pay for an eight (8) hour workday.

4. ~~Effective January 1, 2002, p~~Part-time employees with one (1) year of continuous service will be eligible for two (2) personal holidays each January 1 of the Labor Agreement. Part-time employees who achieve one (1) year of continuous service subsequent to the first of the year will be eligible for two (2) personal holidays at the next January 1. Part-time personal holidays will be paid at four (4) hours straight time pay per holiday.

9. ARTICLE 13-LEAVES OF ABSENCE

Modify the current language in Section 13.5 and move side letter to new Section 13.8:

5. The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or appointed to any Union activity necessitating a leave of absence shall be granted a leave of absence and shall, at the end of the term in the first instance or the end of this mission in the second instance, be given re-employment at his former wage rate (seniority permitting) plus any increase or less any reduction that may have become effective during this absence provided the Employer is given at least fourteen (14) days' notice in writing specifying the length of time off. Such leave will automatically renew **from year to year** ~~three (3) years~~ unless notification is sent by such employee in writing to cancel leave.

8. An Educational Leave of Absence may be granted to employees attending an accredited college or specialized training for a period of up to ten (10) consecutive months, based on the needs of the business, with a restart of seniority date upon return from each leave period. The appropriate documentation should be signed by the employee's Store Manager and submitted to Human Resources within thirty (30) days of the absence date.

Once the Educational Leave of Absence Policy is enacted, the Employer agrees to the following:

- a) **Providing a monthly list of employees who have been placed on an Educational Leave of Absence;**
- b) **Store Managers will be able to readily identify employees who have been placed on an Educational Leave of Absence for the purposes of being able to strike them from the Union's master list; and**
- c) **Employees returning from an Educational Leave of Absence will be subject to a restart in their seniority.**

10. ARTICLE 15-UNION COOPERATION

Modify the current language in Section 15.2 and move side letter to new Section 15.5:

2. The Union agrees to cooperate with the Employer and the Employer agrees to cooperate with the Union in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery. The Employer agrees to encourage participation and include at least one (1) store level union steward on the ~~Safety 360~~ Safety Team.

5. The Employer and the Union, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Joint Labor Management Committee.

The purpose of the Committee is to discuss, explore and study problems and suggestions referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems and suggestions that have been discussed, explored and studied.

In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreements, nor to settle grievances arising under the CBA. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

The Committee shall be composed of six (6) members, three (3) representing the Union and three (3) representing the Employer. The Union Committee shall include the President of the Local Union or his or her designee, and two (2) members appointed by the

Union. The Employer Committee shall include the Employer’s Labor Relations Manager or his or her designee, and two (2) other Management representatives appointed by the Employer. By mutual agreement, a representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings.

11. ARTICLE 17-SHOP STEWARDS Modify the current language in Section 17.1:

1. The Union shall have the right to designate five (5) Shop Stewards (two (2) regular and three (3) alternates) for each store. The Shop Stewards may act for the Union in ~~the collection of dues from Union members and~~ explaining the facts and status of the Union to the employees. The Union shall furnish to the Employer a list of Shop Stewards and any necessary revisions of this list due to changes. A Shop Steward may be transferred only in cases of promotion or with the consent of the steward or the Union to the transfer. The Shop Stewards shall be the last employees to be laid off except in the cases of store closing.

12. ARTICLE 18-PENSION Modify the current language in Section 18.1:

1. The Kroger Co. Limited Partnership I (“Kroger”) Mid-Atlantic Marketing and UFCW Local Union 400 entered into a Letter of Understanding dated December 30, 2015 (the “Pension LOU”) **and as amended September 16, 2020**, the terms of which are incorporated herein by reference. Kroger and the Board of Trustees of the UFCW Unions and Participating Employers Pension Fund, entered into a Withdrawal Agreement effective December 31, 2015 (“Withdrawal Agreement”), the terms of which are incorporated herein by reference. The Pension LOU provides that retirement benefits will be provided through the UFCW Consolidated Pension Fund (“Fund”) and establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees who have completed one (1) year of service, specifically excluding Courtesy Clerks/Baggers which are not eligible for pension under this Agreement. The Pension LOU governs (1) Kroger’s participation in, and contributions to, the Fund, (2) the benefits provided to employees of Kroger working under this Agreement.

13. ARTICLE 19-HEALTH AND WELFARE

1. Participation Agreement: The Employer shall participate in and contribute to the UFCW Local 400 and Employers Health and Welfare Fund and adopts and agrees to be bound by the terms and conditions of the Health Fund’s Trust Agreement, as amended, and the actions taken pursuant to such provisions.

2. The benefit plan for associates covered by this Agreement will be a stand-alone plan within the UFCW Local 400 and Employers Health and Welfare Fund. The group will be accounted for and tracked separately for claims experience, trend, and its share of administrative costs and related expenses. The bargaining parties agree to make all good faith efforts to consolidate vendors.

Kroger and the Union expect, anticipate and understand that Kroger associates in the Richmond Local 400 bargaining unit participating in the UFCW Local 400 Health and Welfare Fund will transfer to the Heartland Health and Wellness Fund at a later date to be determined, but no later than January 1, 2023. Kroger and Local 400 agree to take the

necessary and reasonable steps to support this transfer by January 1, 2023. Once the transfer is effective the Employer shall contribute to the Heartland Health and Wellness Fund, continuing to use the pass-through method of funding. The Employer will adopt and agree to be bound by the terms and conditions of the Heartland Health and Wellness Fund’s Trust Agreement. The Employer shall execute the normal form of Participation Agreement concerning participation under either health fund.

Section A. Funding

Associate Contributions: The required employee contributions for full-time and part-time employees who qualify for Health Fund Benefits in effect as of the date of this Agreement shall continue as amended. Effective with the start of the weekly payroll period correlating with January 1st of each year, the following rates will be deducted by payroll for enrolled employees.

EE Weekly Contributions	Premier Plan	Plus Plan	Standard Plan
Effective 1/1/2021			
Employee Only	\$18.00	\$13.00	\$8.00
Employee + Spouse	\$54.12	\$49.12	\$44.12
Employee + Child(ren)	\$23.00	\$18.00	\$13.00
Employee + Family	\$59.12	\$54.12	\$49.12
Working Spouse Fee	N/A	N/A	N/A

EE Weekly Contributions	Premier Plan	Standard Plan
Effective 1/1/2022		
Employee Only	\$19.00	\$9.00
Employee + Spouse	\$57.00	\$47.00
Employee + Child(ren)	\$24.75	\$14.75
Employee + Family	\$62.75	\$52.75
Working Spouse Fee	N/A	N/A

EE Weekly Contributions	Premier Plan	Standard Plan
Effective 1/1/2023		
Employee Only	\$20.00	\$10.00
Employee + Spouse	\$60.00	\$50.00
Employee + Child(ren)	\$26.00	\$16.00
Employee + Family	\$66.00	\$56.00
Working Spouse Fee	N/A	N/A

EE Weekly Contributions	Premier Plan	Standard Plan
Effective 1/1/2024		
Employee Only	\$21.00	\$11.00
Employee + Spouse	\$63.00	\$53.00
Employee + Child(ren)	\$27.25	\$17.25
Employee + Family	\$69.25	\$59.25
Working Spouse Fee	N/A	N/A

Qualification for Plans of Benefits

Premium Plan Benefits: Participants hired before 9/8/2010 and paid an average of twenty-eight (28) hours or more in the preceding twelve (12) months are eligible for the Premium Plan Benefits.

Participants hired on or after 9/8/2010, but before 9/24/2014 and paid an average of thirty-five (35) hours or more in the preceding twelve (12) months are eligible for the Premium Plan after five (5) years of service.

Plus Plan Benefits: Participants hired on or after 9/24/2014 and paid an average of thirty five (35) hours or more in their standard measurement period are eligible for the Plus Plan of Benefits after five (5) years of service.

Effective 1/1/2022, the Plus Plan will be eliminated.

Standard Plan Benefits: Participants averaging twenty-eight (28) hours per week but less than thirty-five (35) hours per week will be eligible for Standard Plan Benefits.

Participants averaging thirty-five (35) hours or more per week with less than five (5) years of service.

14. MISCELLANEOUS WAGE NOTES

Add new Section 5:

5. Manager on Duty (MOD): Performing MOD responsibilities by a member of the bargaining unit shall be on a voluntary basis. The employee shall be required to have completed a Manager on Duty (MOD) certification. Effective August 15, 2021, an employee so designated by management shall receive a premium of one dollar (\$1.00) per hour for hours worked in this capacity between 7am and 11pm. It is understood that management's incidental absence from the store will not constitute MOD assignments. The premium applies to clerks only, and Department Heads, Assistants, and Leads will receive their regular rate of pay for time assigned as MOD. It is also understood that any employee designated as an MOD cannot discipline any other employee for any reason.

15. ARTICLE 21-EXPIRATION

The Agreement shall continue in effect from ~~August 5, 2018~~ **August 8, 2021** through ~~August 7, 2021~~ **August 3, 2024** and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire to terminate or modify the Agreement.

16. SIDE LETTERS

Move Educational Leave of Absence to main body of contract (Article 13)

Move Joint Labor Management to main body of contract (Article 15)

Delete Health and Welfare Clarification

Update and renew remaining side letters

KROGER RICHMOND-TIDEWATER WAGE CHARTS

Lead Premium Scale		Back Up Premium Scale	
Weekly Store Sales (No Fuel)	Hourly	Weekly Store Sales (No Fuel)	Hourly
\$1,000,000+	\$1.10	\$1,000,000+	\$1.30
\$750,001 - \$999,999	\$0.90	\$750,001 - \$999,999	\$1.10
Up To \$750,000	\$0.70	Up To \$750,000	\$0.90
Lead Classifications for Premium Scale		Back Up Classifications for Premium Scale	
Back Door Receiver Lead	Market Place Leads	Bakery Back-Up	
Cake Decorator Lead	Nutrition Lead	Deli Back-Up	
ClickList Lead	Seafood Lead	Drug/GM Back-Up	
Dairy Lead	Starbuck Lead	Front End Back-Up	
File Maintenance Lead		Grocery Back-Up	
Floral Lead		Meat Back-Up	
Frozen Food Lead		Produce Back-Up	
Fuel Lead			
Termination effective 12/31/21			

Wage Notes			
Leads shall transition to the new scale in accordance to their base rate on the FT Clerk scale. No lead shall be placed lower than <u>Step 2</u> on the new scale. Newly hired/promoted leads will be placed at <u>Step 2</u> . Sales volume premiums will still apply.			
Back-ups shall transition to the new scale in accordance to their base rate on the FT Clerk scale. No back-up shall be placed lower than <u>Step 3</u> on the new scale. Newly hired/promoted back-ups will be placed at <u>Step 3</u> . Sales volume premiums will still apply.			
*Effective at the date of ratification, experience credit will be eliminated.			
Associates "Out Side of Progression"			
Red Circled associates who fall outside the wage progression shall receive a <u>lump sum of \$950</u> in lieu of an hourly rate increase each year in which merging into their proposed scale would result in a decrease in pay. Associates who receive \$0.25 or more by merging into their proposed scale will move to the appropriate rate in lieu of the lump sum. Associates who receive less than \$0.25 by merging into their wage schedule will move to the appropriate rate and also receive a <u>lump sum of \$475</u> for that year.			

Overnight Premium			Premium: Deli, Bakery, Starbucks, Cheese Shop	
Current		\$1.50	Addition of \$0.50 premium for all Deli/Bakery/Starbucks/Cheese Shop classified associates- Effective Sunday After Ratification- Termination effective 9/26/21	
Proposed		\$2.00		
Increase Effective 9/26/21				
Front End Backups				
Weekly Store Sales (No Fuel)	Total # of Backups			
Up To \$750,000	1			
\$750,001 - \$999,999	2			
\$1,000,000+	3			

Full Time Clerk

Full Time Clerks - Departments Covered:
Perishable, Grocery, Service Meat, Drug/GM, Market Place, Fuel, Front End,
Courtesy Clerk

Serves as base scale for FT Leads, FT Back Ups and FT Night Clerks.

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$10.00	\$10.00	\$10.00
After 6 Months	\$10.50	\$10.50	\$10.50
After 12 Months	\$11.00	\$11.00	\$11.00
After 18 Months	\$11.50	\$11.50	\$11.50
After 24 Months	\$11.75	\$11.75	\$11.75
After 30 Months	\$12.00	\$12.00	\$12.00
After 36 Months	\$12.25	\$12.25	\$12.25
After 42 Months*	\$12.50	\$12.50	\$12.50
After 48 Months	\$12.75	\$12.75	\$12.75
After 54 Months	\$13.00	\$13.00	\$13.00
After 60 Months	\$13.25	\$13.25	\$13.25
After 66 Months	\$13.50	\$13.50	\$13.50
After 72 Months	\$14.00	\$14.00	\$14.00
After 78 Months	\$15.10	\$15.40	\$15.40
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$12.35	\$12.70	\$13.05
Level 2	\$14.10	\$14.50	\$14.90
Level 3	\$15.85	\$16.30	\$16.75
Wage Notes:			
*All Employees at \$12.00 and below will move to \$12.35 (1st Step)			
*All Employees between \$12.25 and \$13.50 will move to \$14.10 (2nd Step)			
*All Employees at \$14.00 and above will move to \$15.85 (3rd Step - Top Rate)			
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, <u>starting with the new wage schedule's implementation date (9/26/2021)</u> . New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average thirty-six (36+) weekly hours over the Company's next standard measurement period.			
*Employees at the 2nd step have the ability to progress to the top rate if they average thirty-eight (38+) weekly hours over 12 months.			
*Top rate employees who fail to average thirty-eight (38+) weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average thirty-eight (38+) hours in a subsequent year.			
*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average thirty-eight (38+) weekly hours in the subsequent year.			
*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.			
*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.			

Part Time Clerk					Progression	3/29/20	3/28/21	Tentative Start Point
Part Time Clerks - Departments Covered:					Start	\$9.50	\$9.50	\$9.50
Perishable, Grocery, Service Meat, Drug/GM, Market Place, Fuel, Front End,					After 6 Months	\$9.75	\$9.75	\$9.75
Courtesy Clerk					After 12 Months	\$10.00	\$10.00	\$10.00
					After 18 Months	\$10.25	\$10.25	\$10.25
*Serves as base scale for PT Leads, PT Back Ups and PT Night Clerks. These associates will start at the 12 month step (\$10.00) and will progress from there, along with their respective premium.					After 24 Months	\$10.50	\$10.50	\$10.50
					After 30 Months*	\$10.75	\$10.75	\$10.75
					After 36 Months	\$11.00	\$11.00	\$11.00
					After 42 Months	\$11.25	\$11.25	\$11.25
					After 48 Months	\$11.50	\$11.50	\$11.50
					After 54 Months	\$11.75	\$11.75	\$11.75
					After 60 Months	\$12.00	\$12.25	\$12.25
					*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$12.35	\$12.70	\$13.05
Level 2	\$14.10	\$14.50	\$14.90
Level 3	\$15.85	\$16.30	\$16.75
Wage Notes:			

*All Employees at \$11.75 and below will move to \$12.35 (1st Step)

*All Employees at \$12.25 will move to \$14.10 (2nd Step)

*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the new wage schedule's implementation date (9/26/2021). New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average **thirty-six (36+)** weekly hours over the Company's next standard measurement period.

*Employees at the 2nd step have the ability to progress to the top rate if they average **thirty-eight (38+)** weekly hours over 12 months.

*Top rate employees who fail to average **thirty-eight (38+)** weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-eight (38+)** hours in a subsequent year.

*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average **thirty-eight (38+)** weekly hours in the subsequent year.

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.

Full Time Deli, Bakery, Starbucks & Cheese Shop Clerks

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$10.50	\$10.50	\$10.50
After 6 Months	\$11.00	\$11.00	\$11.00
After 12 Months	\$11.50	\$11.50	\$11.50
After 18 Months	\$12.00	\$12.00	\$12.00
After 24 Months	\$12.25	\$12.25	\$12.25
After 30 Months	\$12.50	\$12.50	\$12.50
After 36 Months	\$12.75	\$12.75	\$12.75
After 42 Months*	\$13.00	\$13.00	\$13.00
After 48 Months	\$13.25	\$13.25	\$13.25
After 54 Months	\$13.50	\$13.50	\$13.50
After 60 Months	\$13.75	\$13.75	\$13.75
After 66 Months	\$14.00	\$14.00	\$14.00
After 72 Months	\$14.50	\$14.50	\$14.50
After 78 Months	\$15.60	\$15.90	\$15.90
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$13.35	\$13.70	\$14.05
Level 2	\$14.60	\$15.00	\$15.40
Level 3	\$15.85	\$16.30	\$16.75
Top Rate	\$950 Lump Sum	\$16.30	\$16.75

Wage Notes:

- *All Employees at \$12.50 and below will move to \$13.35 (1st Step)
- *All Employees between \$12.75 and \$14.00 will move to \$14.60 (2nd Step)
- *All Employees at \$14.50 will move to \$15.85 (3rd Step - Top Rate)
- *All Employees at \$15.90 will will receive a lump sum of \$950 in year 1. In year 2 they will merge into the clerk scale.
- *Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the new wage schedule's implementation date (9/26/2021). New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average **thirty-six (36+)** weekly hours over the Company's next standard measurement period.
- *Employees at the 2nd step have the ability to progress to the top rate if they average **thirty-eight (38+)** weekly hours over 12 months.
- *Top rate employees who fail to average **thirty-eight (38+)** weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-eight (38+)** hours in a subsequent year.
- *Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average **thirty-eight (38+)** weekly hours in the subsequent year.
- *The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
- *Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.

Part Time Deli, Bakery, Starbucks & Cheese Shop Clerks

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$10.00	\$10.00	\$10.00
After 6 Months	\$10.25	\$10.25	\$10.25
After 12 Months	\$10.50	\$10.50	\$10.50
After 18 Months	\$10.75	\$10.75	\$10.75
After 24 Months	\$11.00	\$11.00	\$11.00
After 30 Months*	\$11.25	\$11.25	\$11.25
After 36 Months	\$11.50	\$11.50	\$11.50
After 42 Months	\$11.75	\$11.75	\$11.75
After 48 Months	\$12.00	\$12.00	\$12.00
After 54 Months	\$12.25	\$12.25	\$12.25
After 60 Months	\$12.50	\$12.75	\$12.75
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$13.35	\$13.70	\$14.05
Level 2	\$14.60	\$15.00	\$15.40
Level 3	\$15.85	\$16.30	\$16.75

Wage Notes:

*All Employees at \$12.25 and below will move to \$13.35 (1st Step)

*All Employees at \$12.75 will move to \$14.60 (2nd Step)

*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the new wage schedule's implementation date (9/26/2021). New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average **thirty-six (36+)** weekly hours over the Company's next standard measurement period.

*Employees at the 2nd step have the ability to progress to the top rate if they average **thirty-eight (38+)** weekly hours over 12 months.

*Top rate employees who fail to average **thirty-eight (38+)** weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-eight (38+)** hours in a subsequent year.

*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average **thirty-eight (38+)** weekly hours in the subsequent year.

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.

Full Time E-Commerce Clerk (Clicklist)

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$10.00	\$10.00	\$10.00
After 6 Months	\$10.50	\$10.50	\$10.50
After 12 Months	\$11.00	\$11.00	\$11.00
After 18 Months	\$11.50	\$11.50	\$11.50
After 24 Months	\$11.75	\$11.75	\$11.75
After 30 Months	\$12.00	\$12.00	\$12.00
After 36 Months	\$12.25	\$12.25	\$12.25
After 42 Months*	\$12.50	\$12.50	\$12.50
After 48 Months	\$12.75	\$12.75	\$12.75
After 54 Months	\$13.00	\$13.00	\$13.00
After 60 Months	\$13.25	\$13.25	\$13.25
After 66 Months	\$13.50	\$13.50	\$13.50
After 72 Months	\$14.00	\$14.00	\$14.00
After 78 Months	\$15.10	\$15.40	\$15.40
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$13.35	\$13.70	\$14.05
Level 2	\$15.10	\$15.50	\$15.90
Level 3	\$16.85	\$17.30	\$17.75

Wage Notes:

- *All Employees at \$12.00 and below will move to \$13.35 (1st Step)
- *All Employees between \$12.25 and \$13.50 will move to \$15.10 (2nd Step)
- *All Employees at \$14.00 and above will move to \$16.85 (3rd Step - Top Rate)
- *Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the new wage schedule's implementation date (9/26/2021). New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average **thirty-six (36+)** weekly hours over the Company's next standard measurement period.
- *Employees at the 2nd step have the ability to progress to the top rate if they average **thirty-eight (38+)** weekly hours over 12 months.
- *Top rate employees who fail to average **thirty-eight (38+)** weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-eight (38+)** hours in a subsequent year.
- *Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average **thirty-eight (38+)** weekly hours in the subsequent year.
- *The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
- *Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.

Part Time E-Commerce Clerk (Clicklist)

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$9.50	\$9.50	\$9.50
After 6 Months	\$9.75	\$9.75	\$9.75
After 12 Months	\$10.00	\$10.00	\$10.00
After 18 Months	\$10.25	\$10.25	\$10.25
After 24 Months	\$10.50	\$10.50	\$10.50
After 30 Months*	\$10.75	\$10.75	\$10.75
After 36 Months	\$11.00	\$11.00	\$11.00
After 42 Months	\$11.25	\$11.25	\$11.25
After 48 Months	\$11.50	\$11.50	\$11.50
After 54 Months	\$11.75	\$11.75	\$11.75
After 60 Months	\$12.00	\$12.25	\$12.25
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$13.35	\$13.70	\$14.05
Level 2	\$15.10	\$15.50	\$15.90
Level 3	\$16.85	\$17.30	\$17.75
Wage Notes:			
*All Employees at \$11.75 and below will move to \$13.35 (1st Step)			
*All Employees at \$12.25 will move to \$15.10 (2nd Step)			
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, <u>starting with the new wage schedule's implementation date (9/26/2021)</u> . New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average thirty-six (36+) weekly hours over the Company's next standard measurement period.			
*Employees at the 2nd step have the ability to progress to the top rate if they average thirty-eight (38+) weekly hours over 12 months.			
*Top rate employees who fail to average thirty-eight (38+) weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average thirty-eight (38+) hours in a subsequent year.			
*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average thirty-eight (38+) weekly hours in the subsequent year.			
*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.			
*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.			

Meat Cutter

Serves as base scale for Meat Cutters and Meat Back Ups

Progression	3/29/20	3/28/21	Tentative Start Point
Start	\$13.00	\$13.00	\$13.00
After 6 Months	\$13.50	\$13.50	\$13.50
After 12 Months	\$14.00	\$14.00	\$14.00
After 18 Months	\$14.25	\$14.25	\$14.25
After 24 Months	\$14.50	\$14.50	\$14.50
After 30 Months	\$14.75	\$14.75	\$14.75
After 36 Months	\$15.00	\$15.00	\$15.00
After 42 Months*	\$15.25	\$15.25	\$15.25
After 48 Months	\$15.50	\$15.50	\$15.50
After 54 Months	\$15.75	\$15.75	\$15.75
After 60 Months	\$16.60	\$16.90	\$16.90
*New Experience Credit Cap			

New CBA			
Progression	9/26/2021	12/25/2022	12/31/2023
Level 1	\$13.50	\$13.85	\$14.20
Level 2	\$15.40	\$15.80	\$16.20
Level 3	\$17.35	\$17.80	\$18.25

Wage Notes:

*All Employees at \$13.00 will move to \$13.50 (1st Step)

*All Employees between \$13.50 and \$15.00 will move to \$15.40 (2nd Step)

*All Employees at \$15.25 and above will move to \$17.35 (3rd Step - Top Rate)

*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the new wage schedule's implementation date (9/26/2021). New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average **thirty-six (36+)** weekly hours over the Company's next standard measurement period.

*Employees at the 2nd step have the ability to progress to the top rate if they average **thirty-eight (38+)** weekly hours over 12 months.

*Top rate employees who fail to average **thirty-eight (38+)** weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-eight (38+)** hours in a subsequent year.

*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average **thirty-eight (38+)** weekly hours in the subsequent year.

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.



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