

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

May 31, 2022 rev.

Discussions between UFCW Local 400 and Mid-Atlantic Division of Kroger Limited Partnership I (**Roanoke 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 Tuesday, May 31, 2022 at 4:00 p.m. 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

The contract vote will take place at dates, times and store locations listed below. **Masks must always be worn during voting.** Votes will be counted on Saturday, June 4, 2022 at 9:00 a.m. and broadcast over Zoom video conference. UFCW Local 400 members working under the Kroger Roanoke contract may register online at www.ufcw400.org, to witness the ballot count over Zoom.

Voting is open at each location from 7:00 a.m. to 10:00 a.m. and 2:00 p.m. to 5:00 p.m.

Wednesday, June 1, 2022

Kroger #367, 1805 W State Of Franklin Rd, Johnson City, TN
Kroger #334, 1980 Rio Hill Center, Charlottesville, VA 22901
Kroger #350, 240 Commonwealth Blvd, Martinsville, VA
Kroger #316, 1213 Stafford Drive, Princeton, WV

Thursday, June 2, 2022

Kroger #335, 31 Midway St, Bristol, VA
Kroger #327, 7805 Timberlake Road, Lynchburg, VA
Kroger #118, 1618 Main Street, Clifton Forge, VA
Kroger #343, 850 Statler Blvd, Staunton, VA

Friday, June 3, 2022

Kroger #402, 1322 South Main St, Blacksburg, VA
Kroger #330, 161 Electric Road, Salem, VA
Kroger #375, 3971 Brambleton Ave, Roanoke, VA
Kroger #406, 7789 Richmond Hwy, Appomattox, VA

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

1. ARTICLE 5 – SHOP CONDITION

Modify the language in Sect. 5.1 as follows:

5.1 The Employer reserves the right to secure new employees from any source whatsoever. During the first forty-five (45) **calendar** days of employment for a full-time employee and ninety (90) **calendar** days for a part-time employee, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

2. ARTICLE 5 – SHOP CONDITION

Modify the language in Sect. 5.7 as follows:

5.7 Once each period, the Employer will notify the Union in electronic format (preferably EXCEL) of all employees hired, reinstated or transferred into this bargaining unit within the previous period showing name, home address, store, social security number, employee work number, and job classification. Once each period, the Employer will provide the Union a list ~~of changes from Courtesy Clerk to Part-time Clerk and also a list~~ of employees who have been terminated.

3. ARTICLE 7 – DISPUTE PROCEDURE

Modify the language in Sect. 7.2 as follows:

7.2 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.

4. ARTICLE 12 – WAGES

Modify the language in Sect. 12.2 as follows:

12.2 Kroger in consultation with the Union may change the starting or top rate steps of the wage scale at a location(s), provided:

- a) All current employees at the location who are below the new rate are increased to the new rate ~~with no reset of their DNI.~~
- i. If the minimum wage is raised above starting step, employees will receive the increase ~~with no reset of their DNI.~~

5. ARTICLE 14 – WORKING CONDITIONS Modify the language in Sect. 14.1(1) as follows:

14.1(1). The hours for each employee shall be scheduled by the Employer. A work schedule for the succeeding week for full-time employees and part-time employees who work regularly will be posted in each store in ink or some such permanent fashion, and that the employee's name on the schedule shall reasonably identify the individual. The schedule is to be posted by 12:00 noon on Friday of the prior week. The schedule for full-time employees shall not be changed during the workweek except in case of employee's absence or emergency beyond the control of the Employer. The schedule for part-time employees may be changed by notification to the employee **the day** prior to ~~employee reporting for~~ their scheduled work time. The Shop Steward has the right to make a copy of the schedule.

6. ARTICLE 14 – WORKING CONDITIONS Modify the language in Sect. 14.5 as follows:

14.5 All work in excess of eight **and one-half (8.5)** hours per day shall be paid for at time and one-half (1-1/2) except where forty (40) hours in a week for a night stocker is scheduled in four (4) days, time and one-half (1-1/2) shall be paid for all work in excess of ten (10) hours per day. Day shall mean a workday or shift and will not necessarily mean a calendar day.

7. ARTICLE 14 – WORKING CONDITIONS Modify the language in Sect. 14.6 as follows:

14.6 In the Meat Department and all other employees hired after October 31, 2005, all work in excess of eight **and one-half (8.5)** hours per day except one (1) day per week in excess of ten (10) hours per day shall be paid for at time and one-half (1-1/2).

8. ARTICLE 14 – WORKING CONDITIONS Modify the language in Sect. 14.12 as follows:

14.12 Employees will be provided information regarding the Mid-Atlantic Area dress standards, and each employee will be required to adhere to these dress standards. Employees will be provided ~~Kroger~~ uniforms, ~~(three (3) for full-time employees, two (2) for part-time employees)~~, Kroger issued accessory items, and name badges. ~~These~~**Any required** uniforms will be replaced as necessary provided the employee turns in the worn uniform for a new uniform. Outerwear will be furnished in each store for carryout employees **performing outside duties** and they shall not be taken off the store premises.

9. ARTICLE 14 – WORKING CONDITIONS Modify the language in Sect. 14.21 as follows:

14.21 **Effective June 19, 2022, Aa** night premium of one dollar **and sixty cents (\$1.0060)** per hour shall be paid for night work performed between 10:00 p.m. and 6:00 a.m., except for grocery night stock clerks. This is separate from and in addition to the employee's straight time hourly rate. When a clerk is scheduled to work fifty percent (50%) or more of the scheduled work shift between 10:00 p.m. and 6:00 a.m., the employee will receive the night premium for the entire shift. ~~Effective January 31, 2021 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per hour. Effective February 5, 2023, this premium shall be increased to two dollars (\$2.00) per hour.~~

14. ARTICLE 20 – GENERAL

Delete the language in Sect. 20.4 as follows:

~~20.4—The use of personal pronouns of the male gender herein is for the grammatical purpose only and that all Articles and Sections apply equally to persons of either gender.~~

15. ARTICLE 21 – UNION COOPERATION

Add new Sect. 21.6 as follows:

21.6 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 communication program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Joint Labor Management Committee (JLM Committee).

The purpose of the JLM Committee is to discuss, explore and study problems and suggestions referred to it by the parties to this Agreement. The JLM 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 discussions, the JLM Committee shall have no authority to change, delete or modify any of the terms of the existing Collective Bargaining Agreements (CBAs), 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 JLM 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 their designee, and two (2) members appointed by the Union. The Employer Committee shall include the Employer’s Human Resource Manager or their 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 JLM Committee meetings.

16. ARTICLE 23 – SALESMAN STOCKING

Modify the language in Sect. 23.1 as follows:

23.1 Representatives of vendors shall stock only the following products in the stores of the Employer: Bottled beverages, Cookies, crackers and snacks, Rack Jobbers such as house wares, toys, phonograph records, Soft goods, pet supplies, magazines, books, stationery, Hair care, party food and Bakery products.

The Employer also reserves the right to fill open shifts within the center store, which includes Grocery, Dairy, Frozen, Drug GM and E-Commerce with a third party resulting from verified call ins. In cases where the call-in hours cannot be immediately replaced, the

Employer reserves the right to add the number of hours in the center store that equal the number of call-in hours from the previous week. When the Employer uses a third party to replace verified center store call ins, they will provide to the Union upon request, documentation of the verified call ins.

In stores with distinct Drug/GM Departments, the Employer may utilize any vendor store assistance on Drug/GM merchandise products, which are available to the trade, after notification to the Union.

It is further understood that the use of vendor assistance working in preparation of and assistance during seasonal changeovers and outdoor selling is permitted, after notification to the Union (as referenced in Article 23.4).

17. ARTICLE 25 – PENSION CLERKS

Modify the language in Sect. 25.2 as follows:

25.3 Kroger agrees to provide to the Board of Trustees of the Fund or its designee all information needed in connection with the administration of the Fund, including but not limited to all hours worked, paid, or for which employees are entitled to payment, and total compensation, with respect to all bargaining unit employees. In order to ensure that all employees entitled to participate in the Fund are appropriately reflected in the records of the Fund, Kroger further agrees to the examination of its payroll records by the Board of Trustees of the Fund or its designee.

The UFCW/Kroger MOU was extended by agreement between Kroger and UFCW Local #400 through January 1, 2025.

18. ARTICLE 26 – MEAT CLERKS

Replace the language in Sect. 26.2 as follows:

~~26.2 The Employer and the Union entered into a Memorandum of Understanding effective July 1, 2020 (the “Pension MOU”), the terms of which are incorporated herein by reference in its entirety. The Pension MOU establishes all of the obligations of the Employer as they relate to the provision of defined benefit retirement benefits under this Article 26 provided to eligible employees under this Agreement. Among other things, the Pension MOU provides that, subject to the terms and conditions contained in the Pension MOU, the Employer will cease to have any obligation to contribute to the UFCW International Union—Industry Pension Fund (the “National Fund”) for any periods of employment after June 30, 2020. Beginning July 1, 2020, employees in the bargaining unit covered by this Agreement will participate in, and receive retirement benefits through, the UFCW International Union—Industry Variable Annuity Pension Plan (the “VAPP”), and the Company shall be obligated to contribute to the VAPP, in accordance with, and subject to, the terms and conditions of the Pension MOU. The employees’ participation in the VAPP shall be subject to the eligibility, vesting and other terms and conditions of the VAPP’s governing documents and the Pension MOU.~~

For eligible employees covered by the United Food and Commercial Workers International Union-Industry Variable Annuity Pension Plan (VAPP):

Kroger Mid-Atlantic Division (“Kroger”) and Local 400 of the United Food and Commercial Workers International Union entered into a Memorandum of Understanding dated June 30, 2020 (the “Pension MOU”), the terms of which are incorporated herein by reference. The Pension MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to employees under this CBA. Among other things, the Pension MOU provides that Kroger ceased to have any obligation to contribute to the UFCW International Union - Industry Pension Fund (“National Fund”) as of June 30, 2020, and completely withdrew from the National Fund as of that date. Beginning July 1, 2020, retirement benefits for employees covered by this CBA will be provided through the UFCW International Union - Industry Variable Annuity Pension Plan (“VAPP”) and Kroger shall be obligated to make contributions to the VAPP in accordance with the terms and conditions of the Pension MOU.

Employees in the bargaining unit covered by this CBA shall participate in the VAPP in accordance with the terms of the Pension MOU and subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits of the VAPP.

Kroger agrees to be bound by the Agreement and Declaration of Trust of the VAPP and to provide to the Board of Trustees of the VAPP or its designee all information with respect to bargaining unit employees that is needed in connection with the administration of the VAPP, including but not limited to all hours or months worked, paid, or for which employees are entitled to payment. In order to ensure that all bargaining unit employees entitled to participate in the VAPP are appropriately reflected in the records of the VAPP, Kroger further agrees to the examination of its payroll records by the Board of Trustees of the VAPP or its designee.

19. ARTICLE 27 – HEALTH BENEFITS

The following terms and provisions will be in effect for Article 27, Health Benefits under the United Food and Commercial Workers Union Local 400 and Employers Health and Welfare Fund (“Fund” or “Plan”).

The Employer and the Union expect, anticipate and understand that associates in the Kroger Roanoke 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. The Employer and the Union 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.

27.3B Plan 2: All Plan 2 eligible participants will be offered coverage and may choose to enroll in Plans 2 or 3 during their enrollment period. Plan 2 eligible participants shall be defined as one of the following: Participants, regardless of hire date, who are paid an average of twenty-five (25) hours or more per week after five (5) years of participation in Plan 3, all of whom must meet their hours requirement during their twelve (12) month measurement period.

Effective on January 1, 2022, Plan 2 eligible participants shall be defined as one of the following: Participants, regardless of hire date, who are paid an average of twenty-eight (28) hours or more per week after five (5) years of participation in Plan 3, all of whom must meet their hours requirement during their twelve (12) month measurement period.

Effective January 1, 2023, Plan 2 will be eliminated. Associates currently in Plan 2 will be given the choice to choose either Plan 1 or Plan 3. Associates choosing Plan 3 must qualify by Plan 1 rules to be eligible for Plan 1 in the future. Associates choosing Plan 1 must continue to adhere to Plan 1 in order to continue future coverage.

27.6 Employee Contributions: Employee Contributions will be made by employees who are eligible and enrolled in coverage as follows:

EE Weekly	Plan 1	Plan 2	Plan 3
Effective 1/1/2022			
Employee Only	\$19.00	\$14.00	\$9.00
Employee + Spouse	\$54.12	\$49.12	\$44.12
Employee + Child(ren)	\$24.00	\$19.00	\$14.00
Employee + Family	\$59.12	\$54.12	\$49.12
Working Spouse Fee	N/A	N/A	N/A

EE Weekly	Plan 1	Plan 3
Effective 1/1/2023		
Employee Only	\$20.00	\$10.00
Employee + Spouse	\$56.00	\$46.00
Employee + Child(ren)	\$27.00	\$17.00
Employee + Family	\$62.00	\$52.00
Working Spouse Fee	N/A	N/A

EE Weekly Contributions	Plan 1	Plan 3
Effective 1/1/2024		
Employee Only	\$21.00	\$11.00
Employee + Spouse	\$59.00	\$49.00
Employee + Child(ren)	\$29.00	\$19.00
Employee + Family	\$65.00	\$55.00
Working Spouse Fee	N/A	N/A

EE Weekly Contributions	Plan 1	Plan 3
Effective 1/1/2025		
Employee Only	\$22.00	\$12.00
Employee + Spouse	\$62.00	\$52.00
Employee + Child(ren)	\$31.00	\$21.00
Employee + Family	\$68.00	\$58.00
Working Spouse Fee	N/A	N/A

20. ARTICLE 28 – EXPIRATION:

Modify the language in Sect. 28.1 as follows:

28.1 This Agreement shall continue in effect from June ~~7-12, 2020-2022~~ through June ~~11 7, 2022-2025~~, 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 of termination of or changes in the Agreement.

21. SCHEDULE “A” - WAGE MISCELLANEOUS

Add language as follows:

14. 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 June 12, 2022, an employee so designated by management shall receive a premium of one dollar (\$1.00) per hour for hours worked in this capacity between 7 a.m. and 11 p.m. 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. The Company reserves the right and full discretion to hire new associates that demonstrate skill, ability and experience at either Step 2 or Step 3 of the current wage scale.

16. The Company agrees to add a Lead Cake Decorator at locations as determined by the Company and selection determined at the Companies discretion. The Company reserves the right to add, delete and modify Lead Cake Decorators based on the needs of the business. Lead Cake Decorators will receive a fifty-cent (\$.50) premium after completing the Companies certification process. Lead Cake Decorators will be scheduled one (1) night per week until 9:00 p.m.

22. NEW LETTER OF UNDERSTANDING – ORIENTATION

Add:

The Employer shall provide the designated Union official with the date, time, and location of all new employee orientations at store level in the Roanoke Collective Bargaining Agreement, at least forty-eight (48) hours in advance of each orientation meeting. The Union shall advise the Employer of whether or not they are attending and who from the Union will be participating. The Employer shall provide the Union's designee with a list of new employees who will be attending orientation including name(s) and department. The Union's designated representative(s) shall be introduced to new employees and allowed a period of time, not to exceed fifteen (15) minutes, to share Union information. The Employer shall be supplied a copy of any printed information provided to the employee by the Union.

It is understood and agreed that the Employer will not make any negative or disparaging reference regarding the Union during the Employer's interviewing, hiring, and orientation process. Conversely, the Union shall not defame the Employer or use any inflammatory statements contrary to the spirit of a cooperative labor relations environment during their member solicitation meeting. Should the Union be found utilizing disparaging comments in its presentation, the access as provided in this Article shall be withdrawn and suspended until resolved by the grievance process.

Letters of Understanding – the Employer agrees to meet with the Union to review all Letters of Understanding and make necessary changes to make them current.

KROGER ROANOKE WAGE CHARTS

Department Head Back-up			Lead Clerk Premium		
No Sales Requirement		Hourly	No Sales Requirement		Hourly
Current		\$1.20	Current		\$0.75
			Effective 6/19/22		\$1.00
Dept. Head Back-up Classifications			Lead Clerk Classifications		
Deli Back-Up			Cheese Shop Lead		
Drug/GM Back-Up			E-Commerce Lead		
Front End Back-Up			Floral Lead		
Grocery Back-Up			Frozen Food Lead		
Meat Back-Up			Fuel Lead		
Produce Back-Up			Seafood Lead		
Current: Back-ups shall receive a premium of \$1.20 over their base rate on the FT Clerk scale. No back-up shall be placed lower than level 5.			Starbucks Lead		
Proposal: Back-ups shall be placed at the top rate (3rd Step) of the FT Clerk scale in addition to the \$1.20 premium. Effective 6/19/2022			Night Stock Lead		
			Current: Lead clerks shall receive a premium of \$0.75 over their base rate on the FT Clerk scale. No lead shall be placed lower than level 4.		
			Proposal: Leads shall transition to the new scale in accordance with their base rate on the FT Clerk scale. No lead shall be placed lower than Step 2. The \$1.00 premium will still apply. Effective 6/19/2022		
Lead Dairy Premium			Night Premium		
No Sales Requirement		Hourly	Night Shift Work		Hourly
Current		\$1.50	Current		\$1.25
Current: Lead Dairy Clerks shall automatically be placed at the top rate of the full-time clerk scale with the applicable premium.			Proposal: Effective 6/19/2022		
Proposal: Dairy, Frozen Food and Night Stock Leads shall automatically be placed at the top rate of the full-time clerk scale with an additional premium of \$1.50. Effective 6/19/2022.			Proposal: Effective 2/05/2023		
			The night premium will be paid according to articles 14.21 and 14.22.		
Lead File Maintenance Clerk					
No Sales Requirement		Hourly			
Current		\$0.85			
Effective 6/19/22					
Current: Lead file maintenance clerks shall receive a premium of \$0.85 over their base rate on the FT Clerk scale. No lead shall be placed lower than level 4.					
Proposal: Lead file maintenance clerks shall transition to the new scale in accordance with their base rate on the FT Clerk scale. No lead shall be placed lower than Step 2. The \$1.10 premium will still apply. Effective 6/19/2022					

Roanoke Local 400 CBA (6/7/2020 - 6/11/2022)			
Head Meat Cutter (Hired Prior to 6/7/2020)			
	6/7/2020	6/6/2021	1/1/2022
Payrate	\$19.60	\$19.95	\$19.95
Department Head Clerk (Grocery, Produce, Front-End, Deli, Drug/GM, Head Meat Cutter)			
	6/7/2020	6/6/2021	1/1/2022
Payrate	\$18.70	\$19.05	\$19.05
Journeyman (Red Circled)			
	6/7/2020	6/6/2021	1/1/2022
Payrate @ \$17.59	\$750 LS	\$650 LS	N/A
Head Dairy Clerk (Red Circled)			
	6/7/2020	6/6/2021	1/1/2022
Payrate @ \$17.44	\$750 LS	\$650 LS	N/A
Red Circled Clerks			
	6/7/2020	6/6/2021	1/1/2022
Payrate @ \$16.46	\$750 LS	\$650 LS	N/A
Meat Cutters, Meat Back-ups, Seafood Leads w/meat cutting certification			
Progression	6/7/2020	6/6/2021	1/1/2022
Level 6	\$14.00	\$14.50	\$14.50
Meat Cutter Top Rate	\$16.85	\$17.20	\$17.20
Wage Rules: Effective 6/7/2020			
*All employees under \$9.50 will move to \$14.00 (Level 6)			
*All employees at \$9.50 and above will move to \$16.85 (Meat Cutter Top Rate)			
*Once an employee transitions to level 6 or the top rate, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA.			

New CBA						
Head Meat Cutter						
Progression	1/1/2022	6/19/2022	6/4/2023	6/2/2024		
Payrate	\$19.95	\$20.45	\$20.95	\$21.45		
Dept. Head Clerk (Grocery, Produce, Front-End, Deli, Drug/GM, Head Meat Cutter)						
Progression	1/1/2022	6/19/2022	6/4/2023	6/2/2024		
Payrate	\$19.05	\$19.55	\$20.05	\$20.55		
Journeyman (Red Circled)						
Progression	1/1/2022	6/19/2022	6/4/2023	6/2/2024		
Payrate	\$17.59	\$18.09	\$18.59	\$19.09		
Head Dairy Clerk (Red Circled)						
Progression	1/1/2022	6/19/2022	6/4/2023	6/2/2024		
Payrate	\$17.44	\$17.94	\$18.44	\$18.94		
Red Circled Clerks						
Progression	1/1/2022	6/19/2022	6/4/2023	6/2/2024		
Payrate	\$16.46	\$16.96	\$17.46	\$17.96		
Meat Cutters, Meat Back-ups, Seafood Leads w/meat cutting certification						
Progression	1/1/2022		Progression	6/19/2022	6/4/2023	6/2/2024
Level 6	\$14.50		Step 1	\$14.50	\$14.50	\$14.50
Top Rate	\$17.20		Step 2	\$16.10	\$16.35	\$16.60
			Step 3	\$17.70	\$18.20	\$18.70
Transition Rules: Effective 6/19/2022						
*Employees at Level 6 will move to Step 2 of the new scale at \$16.10						
*Employees at the Top Rate will move to Step 3 of the new scale at \$17.70						
Progression Rules: Effective 6/19/2022						
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. 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 (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <u>36+</u> weekly hours over the company's next standard 12 month measurement period.						
*Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average <u>38+</u> weekly hours over the company's standard 12 month measurement period.						
*Employees at the 3rd step (top rate) who fail to average <u>38+</u> weekly hours over the company's standard 12 month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <u>38+</u> 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.						
*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 1/1/2024, based on the standard measurement period that spans from 10/2022 - 9/2023.						

Full Time Clerks				
Progression	6/7/2020	6/6/2021	1/1/2022	
Level 1	\$10.00	\$10.25	\$11.25	
Level 2	\$11.00	\$11.25	\$11.50	
Level 3	\$11.50	\$12.00	\$12.00	
Level 4	\$12.50	\$13.00	\$13.00	
Level 5	\$13.00	\$13.50	\$13.50	
Level 6	\$14.00	\$14.50	\$14.50	
Level 7	\$15.20	\$15.55	\$15.55	
Wage Rules: Effective 6/7/2020				
*All employees under \$9.75 will move to \$10.00 (Level 1)				
*All employees between \$9.75 and \$10.50 will move to \$11.00 (Level 2)				
*All employees between \$10.75 and \$11.00 will move to \$11.50 (Level 3)				
*All employees between \$11.25 and \$12.00 will move to \$12.50 (Level 4)				
*All employees between \$12.25 and \$12.50 will move to \$13.00 (Level 5)				
*All employees between \$12.75 and \$13.50 will move to \$14.00 (Level 6)				
*All employees at \$13.75 and above will move to \$15.20 (Level 7)				
*Once an employee transitions to one of the seven levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.				
On 6/6/2021:				
All FT associates on level 1 would move to level 2				
All FT associates on level 2 would move to level 3				
Any part time associate at level 1 who gets promoted to FT would move to level 2				
So on this date, the floor for FT associates would move to level 2, and level 1 would only have PT associates in it.				

New CBA							
Full Time Clerks							
Progression	1/1/2022			Progression	6/19/2022	6/4/2023	6/2/2024
Level 1	\$11.25	}	}	Step 1	\$13.50	\$13.90	\$14.30
Level 2	\$11.50			Step 2	\$14.75	\$15.20	\$15.65
Level 3	\$12.00			Step 3	\$16.05	\$16.55	\$17.05
Level 4	\$13.00						
Level 5	\$13.50						
Level 6	\$14.50	}	}				
Level 7	\$15.55						
Transition Rules: Effective 6/19/2022							
*Employees at Levels 1 - 4 will move to \$13.50							
*Employees at Level 5 will move to \$14.75							
*Employees at Level 6 & Level 7 will move to \$16.05							
Progression Rules: Effective 6/19/2022							
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. 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 (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <u>36+</u> weekly hours over the company's next standard 12 month measurement period.							
*Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average <u>38+</u> weekly hours over the company's standard 12 month measurement period.							
*Employees at the 3rd step (top rate) who fail to average <u>38+</u> weekly hours over the company's standard 12 month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <u>38+</u> 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.							
*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 1/1/2024, based on the standard measurement period that spans from 10/2022 - 9/2023.							

Part Time Clerks			
Progression	6/7/2020	6/6/2021	1/1/2022
Level 1	\$10.00	\$10.25	\$11.25
Part Time Top Rate	\$11.05	\$11.30	\$11.55
Wage Rules: Effective 6/7/2020			
*All employees under \$9.75 will move to \$10.00 (Level 1)			
*All employees at \$9.75 and above will move to \$11.05 (Part Time Top Rate)			
*Once an employee transitions to one of the two levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.			

New CBA							
Part Time Clerks							
Progression	1/1/2022			Progression	6/19/2022	6/4/2023	6/2/2024
Level 1	\$11.25			Step 1	\$13.50	\$13.90	\$14.30
Level 2	\$11.55			Step 2	\$14.75	\$15.20	\$15.65
				Step 3	\$16.05	\$16.55	\$17.05
Transition Rules: Effective 6/19/2022							
*All Employees will move to \$13.50							
Progression Rules: Effective 6/19/2022							
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. 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 (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <u>36+</u> weekly hours over the company's next standard 12 month measurement period.							
*Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average <u>38+</u> weekly hours over the company's standard 12 month measurement period.							
*Employees at the 3rd step (top rate) who fail to average <u>38+</u> weekly hours over the company's standard 12 month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <u>38+</u> 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.							
*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 1/1/2024, based on the standard measurement period that spans from 10/2022 - 9/2023.							

Full Time Night Stock Clerk			
Progression	6/7/2020	6/6/2021	1/1/2022
Level 1	\$10.00	\$10.25	\$11.25
Level 2	\$11.00	\$11.25	\$11.50
Level 3	\$11.50	\$12.00	\$12.00
Level 4	\$12.50	\$13.00	\$13.00
Level 5	\$13.00	\$13.50	\$13.50
Level 6	\$14.00	\$14.50	\$14.50
Level 7	\$15.20	\$15.55	\$15.55
Lump Sum	\$750 LS	\$650 LS , \$15.55	\$15.55

Wage Rules: Effective 6/7/2020

- *All employees under \$9.25 will move to \$10.00 (Level 1)
- *All employees between \$9.25 and \$9.75 will move to \$11.50 (Level 3)
- *All employees at \$10.25 and \$10.75 will move to \$12.50 (Level 4)
- *All employees at \$11.25 will move to \$13.00 (Level 5)
- *All employees between \$11.75 and \$13.25 will move to \$14.00 (Level 6)
- *All employees between \$13.75 and \$14.25 will move to \$15.20 (Level 7)
- *All employees at \$15.50 will receive lump sum payments of \$750 in year 1, \$650 in year 2, and also merge into the clerk scale in year 2.
- *Once an employee transitions to one of the seven levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.

On 6/6/2021:

- All FT associates on level 1 would move to level 2
- All FT associates on level 2 would move to level 3
- Any part time associate at level 1 who gets promoted to FT would move to level 2
- So on this date, the floor for FT associates would move to level 2, and level 1 would only have PT associates in it

New CBA							
Full Time Night Stock Clerk							
Progression	1/1/2022			Progression	6/19/2022	6/4/2023	6/2/2024
Level 1	\$11.25			Step 1	\$13.50	\$13.90	\$14.30
Level 2	\$11.50			Step 2	\$14.75	\$15.20	\$15.65
Level 3	\$12.00			Step 3	\$16.05	\$16.55	\$17.05
Level 4	\$13.00						
Level 5	\$13.50						
Level 6	\$14.50						
Level 7	\$15.55						
Transition Rules: Effective 6/19/2022							
*Employees at Levels 1 - 4 will move to \$13.50							
*Employees at Level 5 will move to \$14.75							
*Employees at Level 6 & Level 7 will move to \$16.05							
Progression Rules: Effective 6/19/2022							
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. 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 (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <u>36+</u> weekly hours over the company's next standard 12 month measurement period.							
*Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average <u>38+</u> weekly hours over the company's standard 12 month measurement period.							
*Employees at the 3rd step (top rate) who fail to average <u>38+</u> weekly hours over the company's standard 12 month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <u>38+</u> 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.							
*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 1/1/2024, based on the standard measurement period that spans from 10/2022 - 9/2023.							

Part Time Night Stock Clerk			
Progression	6/7/2020	6/6/2021	1/1/2022
Level 1	\$10.00	\$10.25	\$11.25
Level 2	\$11.00	\$11.25	\$11.50
Level 3	\$11.50	\$12.00	\$12.00
Level 4	\$12.50	\$13.00	\$13.00
Wage Rules: Effective 6/7/2020			
*All employees under \$9.80 will move to \$10.00 (Level 1)			
*All employees between \$9.80 and \$10.60 will move to \$11.00 (Level 2)			
*All employees at \$11.00 will move to \$11.50 (Level 3)			
*All employees at \$11.40 and above will move to \$12.50 (Level 4)			
*Once an employee transitions to one of the four levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.			

New CBA							
Part Time Night Stock Clerk							
Progression	1/1/2022			Progression	6/19/2022	6/4/2023	6/2/2024
Level 1	\$11.25	}	→	Step 1	\$13.50	\$13.90	\$14.30
Level 2	\$11.50			Step 2	\$14.75	\$15.20	\$15.65
Level 3	\$12.00			Step 3	\$16.05	\$16.55	\$17.05
Level 4	\$13.00						
Transition Rules: Effective 6/19/2022							
*All Employees will move to \$13.50							
Progression Rules: Effective 6/19/2022							
*Employees that move to the 1st step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. 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 (12) month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <u>36+</u> weekly hours over the company's next standard 12 month measurement period.							
*Employees that move to the 2nd step of the scale will be subject to a twelve (12) month waiting period, starting with the Sunday after ratification. Upon completion of the twelve (12) month waiting period, employees will have the ability to progress to the 3rd step of the scale if they average <u>38+</u> weekly hours over the company's standard 12 month measurement period.							
*Employees at the 3rd step (top rate) who fail to average <u>38+</u> weekly hours over the company's standard 12 month measurement period will fall back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <u>38+</u> 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.							
*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 1/1/2024, based on the standard measurement period that spans from 10/2022 - 9/2023.							

Courtesy Clerks			
Progression	6/7/2020	6/6/2021	1/1/2022
Courtesy Clerks	\$9.50	\$10.00	\$11.00
Wage Rules: Effective 6/7/2020			
*All Courtesy Clerks shall move to \$9.50			

New CBA							
Courtesy Clerks							
Progression	1/1/2022			Progression	6/19/2022	6/4/2023	6/2/2024
Level 1	\$11.00			Step 1	\$12.20	\$12.95	\$13.70
Transition Rules: Effective 6/19/2022							
*All Employees will move to \$12.20							