

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


November 28, 2022

Discussions between UFCW Local 400 and Shoppers Food and Pharmacy/UNFI 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.**

We will conduct an informational TELE-TOWN HALL on Monday, November 28, 2022, at 4:00 p.m. During the Tele-Town Hall we will review the proposal in detail and answer questions.

You must register to attend the Tele-Town Hall using the QR Scan or link below:

Registration QR:  **or Link:** ufcw400.org/shoppers22

The contract vote will take place on Tuesday, November 29, 2022, times and store locations listed below. Votes will be counted on Wednesday, November 30, 2022, at 10:00 a.m. and broadcast over Zoom video conference. UFCW Local 400 members working under the Shoppers contract may register online at www.ufcw400.org, to witness the ballot count over Zoom.

**Voting is open at each location from
7:30 a.m. to 10:30 a.m. and 2:00 p.m. to 5:00 p.m.**

VOTING LOCATIONS

- Shoppers #2618**, 7790 Riverdale Rd, New Carrollton, MD 20784
- Shoppers #2623**, 6300 Coventry Way, Clinton, MD 20735
- Shoppers #2641**, 7660 Richmond Hwy, Alexandria, VA 22306
- Shoppers #2646**, 18066 Mateny Rd, Germantown, MD 20874
- Shoppers #2650**, 4720 Cherry Hill Rd, College Park, MD 20740
- Shoppers #2657**, 1505 Stafford Market Place, Stafford, VA 22554
- Shoppers #2669**, 2950 Donnell Drive, Forestville, MD 20747

**PROPOSED CHANGES IN THE
AGREEMENT BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 400
AND
SHOPPERS FOOD AND PHARMACY/UNFI**

The July 12, 2020 through July 13, 2024 Agreement includes the following changes:

1. ARTICLE 3 – UNION SECURITY

Modify the language in Sect. 3.4 as follows:

3.4 All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets **including but not limited to** ~~with~~ perishable bakery products, beverages, greeting cards, magazines, potato, ~~and~~ corn chips **and other items** directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program.

The application of this provision shall in no way restrict the work which may be performed by the Store Directors.

2. ARTICLE 4 – HOURS AND OVERTIME

Modify the language in Sect. 4.8 as follows:

4.8 No employee shall be required to work on Sundays or the designated holidays. All work to be performed on Sundays and holidays shall be offered on the basis of seniority with due consideration given to job classification and fitness for the work required. If sufficient volunteers are not available in the store, the Employer may elect to ~~draw volunteers from within the supervisor's territory or~~ direct employees to work by inverse order of seniority within the store. A sheet will be posted on Monday next to the work schedule for the purpose of signing up for Sunday and holiday work. The schedule for Sunday and holiday work will be assigned by seniority from this list

3. ARTICLE 4 – HOURS AND OVERTIME

Modify the language in Sect. 4.11 as follows:

4.11 Part time employees may be employed a maximum of thirty-five (35) hours per week. Part time employees hired on or after November 25, 2014, may be employed a maximum of twenty-~~nine~~ ~~four~~ **(24)29** hours per week. In any week in which a part time employee works in

excess of the hours specified above, the employee shall be paid for all hours worked at **the employee's** his appropriate full-time hourly rate. When a part time employee is scheduled and/or works forty (40) hours a week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full-time position will be deemed to have been created. Such a full-time position within the store and department where the work was performed will be filled in accordance with the following procedures:

- A. Notice of the available position will be posted for seven (7) days within the store. Part time employees, within the department where the available position exists, who express in writing a desire to fill the full-time position will be selected by seniority and ability to do the work.
- B. If the position cannot be filled in accordance with Paragraph A above, other part time employees within this store may be selected on the same basis.
- C. If the position cannot be filled in accordance with Paragraphs A or B above, an employee will be selected in accordance with Section 12.7.

4. ARTICLE 5 – WAGES AND EMPLOYEE CLASSIFICATION Modify the language in Sect. 5.6 as follows:

5.6 Department Heads may be assigned in stores where designated by Employer and where assigned, they will be paid the prevailing rate as listed in **the Wage** Schedules “A” and “A-1”.

When a higher classified employee is absent from his position and another employee performs the job of the higher classified employee for more than two (2) days, he shall receive the appropriate rate of pay of the higher classification for all hours worked in the higher classification.

An employee promoted to a higher classification shall suffer no reduction in his hourly wage rate.

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression.

~~It is further agreed that where Department Heads (Department Managers) are discontinued or not designated, there will be a Department Lead assigned in accordance with the specific criteria listed.~~

~~A department lead will be a separate classification which will follow the food clerk wage scale with a minimum rate of *\$13.00 per hour for all leads except **designated in** Frozen Food, Lead and Dairy Lead, **Seafood (if no service case outside of Deli) and HHB**. In addition to the appropriate **employee's** hourly rate, the department lead will be provided an hourly premium based on the criteria **as** listed **in the Wage Schedule**. Associates interested in these positions may apply through the Company's posting program and will be promoted in accordance with seniority language and the ability to do the job. If a lead is either voluntarily or involuntarily demoted, their rate of pay will be based on their total hours worked and then applied to the food clerk scale.~~

~~The average weekly sales will be reviewed quarterly using the fiscal calendar. The department lead premiums will be adjusted on a rolling two quarter basis as necessary with respect to increased or decreased sales, as well as the result of transfers. If a department sales increase into the next sales level and it is maintained for two (2) quarters, the appropriate increase will be given to the department lead. If the same review reflects a sales level decrease this also must occur for two (2) quarters before any premium is decreased.~~

~~— If the Company initiates a transfer of a lead to a lower volume store the employee would keep their current rate and premium.~~

~~Department Lead premiums and sales volume guidelines by department:~~

~~*Seafood Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$ 9,999 or below

~~Seafood Departments above \$10,000 average weekly sales shall be designated a Department Manager.~~

~~*Deli Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$ 9,500 or below
\$1.00	\$ 9,501 – \$10,400
\$1.50	\$10,401 – \$14,200

~~Deli Departments above \$14,201 average weekly sales shall be designated a Department Manager.~~

~~*Bakery Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$ 8,000 or below
\$1.00	\$ 8,001 – \$ 8,700
\$1.50	\$ 8,701 – \$10,000

~~Bakery Departments above \$10,001 average weekly sales shall be designated a Department Manager.~~

~~*Produce Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$27,000 or below
\$1.00	\$27,001 – \$30,000
\$1.50	\$30,001 – \$38,000

~~Produce Departments above \$38,001 average weekly sales shall be designated a Department Manager.~~

~~*Grocery Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$100,000 or below
\$1.00	\$100,001 – \$119,000
\$1.50	\$119,001 – \$143,000

~~Grocery Departments above \$143,001 average weekly sales shall be designated a Department Manager.~~

~~Frozen Food Lead~~

Hourly Premium	Average Weekly Sales
\$.50	\$20,000 or below

\$1.00	\$20,001 – \$30,000
\$1.50	\$30,001 and up

Dairy Lead

Hourly Premium	Average Weekly Sales
\$.50	\$30,000 or below
\$1.00	\$30,001 – \$41,099
\$1.50	\$41,100 and up

***HHB Lead**

Hourly Premium	Average Weekly Sales
Remain Food Clerk	\$30,000 or below
\$.50	\$30,001 and up

HHB Departments above \$30,001 average weekly sales shall be designated a Department Manager.

5. ARTICLE 7 – WORKING CONDITIONS Modify the language in Sect. 7.1 as follows:

7.1 The Employer will furnish and launder specialized such store linens such as meat and deli aprons and jackets, which it requires its employees to wear. These garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the store.

6. ARTICLE 7 – WORKING CONDITIONS Modify the language in Sect. 7.4 as follows:

7.4 Representatives of the Union may visit the Employer's stores for the purpose of observing working conditions and to see that this Agreement is being complied with, investigating the standing of employees and inspecting all employee records, including employee Social Security numbers, which shall be available for a reasonable length of time. It is understood, however, that any such visit shall not interfere with the store's operation. Employees shall be furnished duplicate pay vouchers weekly.

7. ARTICLE 7 – WORKING CONDITIONS Modify the language in Sect. 7.21.G as follows:

7.21.G ~~Joint~~ Safety and Security Captains ~~Committee~~

1. There shall be established in each store a joint safety and security captain and alternate, ~~committee comprised of one or more employees from the work area of a store and~~ On a monthly basis, if necessary, but no less than quarterly, each of the safety and security captains and/or alternates in a district shall collectively meet with representatives of management ~~to meet at least once or more each month to discuss health, and safety~~ and security conditions in the stores. The safety and security captains and/or alternates ~~committee~~ will make recommendations in the area of safety, security and health, handle employee complaints, and distribute information concerning Safety, Security and Health, including ~~and make available~~

results of all store inspections or violations of O.S.H.A. ~~The committee shall make at least one walk-around inspection of the store each month to discuss and observe safety compliance with the employees in their work areas.~~

2. The Union shall have the right to conduct a walk-around with the ~~representatives on the Safety~~ **and Security Captain and/or alternate** ~~Committee from the employees~~ to observe health and safety conditions or problems.

~~3. The Safety Committee and/or Shop Steward shall accompany government inspectors for walk-arounds and any other committee business in respect to safety and health while still on Company time and without loss of pay.~~

43. All safety violations shall be reported to the Company in writing and shall be complied with as soon as possible, and action taken by the Company shall be reported to the Safety **and Security Captain and/or alternate** ~~Committee in writing.~~

8. **ARTICLE 7 – WORKING CONDITIONS**

Delete Sect. 7.22 as follows:

~~7.22—The Employer agrees to reimburse pharmacy technicians for the cost of the State or National certification exam, but only for the first time the employee takes the exam. The Employer also agrees to allow employees reasonable use of any study materials it has at its store.~~

9. **ARTICLE 15 – WELFARE FUND HEALTH AND WELFARE PLAN** Modify the language in Sect. 15.10 as follows:

15.10 ~~The Employer shall make monthly contributions in an amount determined by the Board of Trustees of the above Fund, so as to maintain current and existing health and welfare benefits and further to provide a three (3) month reserve. Notwithstanding the prior sentence, the three (3) month reserve requirement is modified from July 2017—July 2018 pursuant to this paragraph and the following paragraph. With respect to the Maintenance of Benefits (MOB) rates, the Employer MOB rates for the time period beginning with hours worked in August 2017 through hours worked in January 2018 shall be the MOB rates in existence for hours worked in July 2017 multiplied by 1.08 (8% increase in contribution rates). For hours worked beginning in February 2018 (payable in March 2018), the Employer MOB contribution rates will increase by an additional eight percent (8%). Further, the Employer will make an additional one-time lump sum payment of \$315,000 payable in September 2017.~~

~~With respect to the goal to maintain a financial reserve targeted at three (3) months which shall be measured on the last day of each month, the Employer contribution increases set forth above will be the MOB increases for twelve (12) months from August 2017 through July 2018 unless additional increases are required per the following formula in this paragraph. If, as of the last day of any month during the year, the Plan's reserves fall below two (2) months, the Employer contribution rates will be adjusted effective for hours worked in the month following the last day of the month in which the reserves fell below two (2) months, based on the reasonable determination of the Fund's actuarial benefits consultant, with the goal of returning the reserve levels to three (3) months of reserves within the following six (6) months. If the Plan's reserves exceed four (4) months of reserves, the Employer will receive a credit on its contributions effective~~

~~for hours worked in the month in which the reserves exceeded four (4) months and amortized over the following six (6) months to reduce the reserve levels to four (4) months.~~

~~Further, t~~The Employer will make monthly contributions in amounts determined by the Board of Trustees, based on the reasonable determination of the Fund's actuarial benefits consultant, the goal of which is to maintain the health care plan of benefits and to further provide a financial reserve targeted at three (3) months measured on the last day of each month. **On and after the date coverage under Humana's Medicare Advantage Plan becomes available to retirees under the Fund, which shall be no later than April 1, 2023, the reserves will be measured and applied with respect to the active employee coverage only because coverage for retirees will be as set forth in Section 15.21.**

Monthly Contribution rates effective for months worked beginning the first month following ratification shall be the Current Monthly Contribution Rate as set forth below, multiplied by 1.08, meaning an Eight Percent (8%) increase in the Employer Monthly Contribution Rate for each plan of benefits. On and after the date coverage under Humana's Medicare Advantage Plan becomes available to retirees under the Fund which shall be no later than April 1, 2023, these Employer Monthly Contribution Rates will be updated by the Fund's benefits consultant (currently "Segal"), meaning reduced to reflect the amounts the Employer will be paying pursuant to Section 15.21 for retiree medical.

The Employer shall timely pay the additional payments set forth in the Reserve Determination Report dated September 2022 totaling \$1,639,716 for the months September 2022 through March 2023 in the amounts and during the months as set forth on page 1 of the Report. In the future, the Employer shall also timely pay the additional payments set forth in future Reserve Determination Reports by Segal or its successor (i.e., any report provided for months beginning October 2022 and after), provided that it may designate amounts as paid subject to challenge. In the event of such an Employer challenge, the Employer still will timely pay to the Fund the amounts as reflected in the Reserve Determination Report, and the Fund may use such amounts to pay Fund benefits expenses if other reserves are not available, but the Fund's administrative manager will separately account for such amounts while the Employer, the Unions and/or the Fund meet and confer on the amounts in such a report. For the avoidance of doubt, these additional payments are payments in addition to the MOB contributions and shall not be included in the MOB rates for purposes of any MOB calculation.

<u>Plan</u>	<u>Status</u>	<u>Current Monthly Contribution Rate</u>
<u>JSS2</u>	<u>NA</u>	<u>\$1,852.56</u>
<u>Y</u>	<u>FT</u>	<u>\$1,032.82</u>
<u>Y</u>	<u>PT Individual</u>	<u>\$520.94</u>
<u>Y</u>	<u>PT Family</u>	<u>\$1,476.99</u>
<u>Y20</u>	<u>FT</u>	<u>\$590.09</u>
<u>Y20</u>	<u>PT</u>	<u>\$280.94</u>
<u>Y20</u>	<u>PT Dependent</u>	<u>\$428.79</u>
<u>Y30</u>	<u>FT</u>	<u>\$545.82</u>
<u>Y30</u>	<u>PT</u>	<u>\$263.52</u>
<u>Y30</u>	<u>PT Dependent</u>	<u>\$408.73</u>
<u>Y40</u>	<u>PT</u>	<u>\$36.46</u>

Thereafter, beginning with hours worked in July 2023 Maintenance of Benefit (MOB) rate increases for active employee coverage may be increased up to eight percent (8%) over the Employer Monthly Contribution Rates in effect as of June 30, 2023 (which will have been reduced to account for the provisions of Section 15.21 of this Article).

The cap will be calculated as follows. The Projected Expected Contribution for active employee coverage is the annualized sum of the product of each plan’s Employer Monthly Contribution Rate and projected headcount (on and after the date Humana’s Medicare Advantage Plan becomes available to retirees under the Fund, but no later than April 1, 2023, excluding retirees as addressed in Section 15.21 below with respect to retiree medical). The MOB contribution rates for the following year will be calculated so that expected contributions in the following year based on such MOB contribution rates do not exceed the Projected Expected Contribution rates (after the application of Section 15.21) plus eight percent (8%). However, in the MOB rate computation, the rates for a plan with a projected increase under the cap may have its rate increased as necessary to cover the projected expenses of other plans with projected increases over the cap as long as the expected contributions so calculated are not expected to exceed in the following year Projected Expected Contributions plus eight percent (8%). If the actual cost to maintain benefits is less than the maximum allowed in any year, then the remaining percentage shall be carried over to the following years during the term of this agreement. Such rates will be calculated on a pro rata basis applicable to the cost of the plan of benefits compared to the cost of other plans of benefits.

The Fund’s actuarial consultant (“Segal”), working with the Fund’s administrative manager, shall monitor the Fund’s reserve level monthly, providing a report to the Trustees no later than the 15th day of each month (using the assets and claims expenses of the last day of the immediately preceding month). Beginning July 1, 2023, in the event the reserve for active employee benefits in any month is less than three (3) months or is projected to be less than three (3) months within six (6) months following the date of actuary’s monthly

calculation, then the actuary, as part of the monthly report, shall also calculate and propose MOB contribution rates to restore the reserve to three (3) months subject, of course, to the eight percent (8%) annual cap described above. Any increase in contribution rates necessary to provide not less than a three (3) month reserve as calculated by the Fund actuary, shall automatically go into effect on the first of the month following the thirty (30) day period after such rates are proposed, unless the Trustees agree by a majority vote to alternate rates during such thirty (30) day period. The Fund administrative manager shall notify the Employer of any such increase by the 25th of the month preceding the month in which the increased contribution rates are due.

Notwithstanding any other provision of this Agreement, contribution rates payable by the Employer will not exceed the contribution rate(s) payable by any other contributing employer to the Fund with respect to the same category of individual (e.g., full-time, part-time, active, retiree) covered under the same Plan of benefits.

Further, On and after July 2018, the Employer will make monthly contributions in the amounts determined by the Board of Trustees, based on the reasonable determination of the Fund's actuarial benefits consultant, the goal of which is to maintain the health care plan of benefits and to further provide a financial reserve targeted at three (3) months measure on the last day of each month. ~~If~~ after the Employer's Monthly Contribution Rates have been increased by the maximum amount permitted as described in the preceding paragraphs of this Section 15.10, the Fund's actuary determines that as of the last day of any month during the year, the Plan's reserves fall below three (3) months measured as of the last day of each month, the Employer contributions rates (only to the extent applied equally to all employers of active employees covered under the Fund) will be adjusted effective for hours worked in the month following the last day of the month in which the reserves fell below three (3) months, with the goal of returning the reserve levels to three (3) months reserves within the following six (6) months. If the Plan's reserves exceed six (6) ~~four (4)~~ months of reserves, the Employer will receive a credit on its contributions effective for hours worked in the month following the last day of the month in which the reserves exceeded six (6) ~~four (4)~~ months and amortized over the following six (6) months, to reduce the reserve levels to six (6) ~~four (4)~~ months. For the avoidance of doubt, the adjustments described in this paragraph are not subject to the eight percent (8%) cap on MOB rates described above.

~~The Employer and Union have selected Express Scripts as the Fund's new pharmacy vendor, with the transition to commence no later than January 1, 2018, unless the Fund's actuarial benefits consultant advises the Board of Trustee of the Fund that such date is not achievable without causing significant disruption to the Fund participants, in which case the transition shall take place as soon as possible thereafter.~~

~~Further, the Employer and Union direct the Trustees to move to a new Dental network vendor, with the transition to commence no later than January 1, 2018, unless the Fund's actuarial benefits consultant advises the Board of Trustees of the Fund that such date is not achievable without~~

~~causing significant disruption to the Fund participants, in which case the transition shall take place as soon as possible thereafter.~~

10. ARTICLE 15 – HEALTH AND WELFARE PLAN Modify the language in Sect. 15.19 as follows:

15.19 Employees hired after July 8, 2008, shall be obligated to pay the following weekly co-premiums, unless a higher co-premium applies, effective the month of coverage. Although such employees are obligated to pay such co-premiums, it shall be the Employer’s responsibility to collect the co-premiums from the employee. The Employer shall pay to the Fund the full monthly contribution due on behalf of each eligible employee, regardless of whether the employee actually elects coverage.

	<u>Sunday Following</u>	
	<u>Ratification</u>	<u>July 9, 2023</u>
Individual	<u>\$6</u>	<u>\$7</u>
Individual + one	<u>\$12</u>	<u>\$13</u>
Family	<u>\$17</u>	<u>\$18</u>

Effective January 1, 2016, all employees who elect coverage and are eligible for benefits (except Plan Y30 and Plan Y40) shall pay the following:

	<u>Sunday Following</u>	
	<u>Ratification</u>	<u>July 9, 2023</u>
a. Single -	<u>\$6</u>	<u>\$7</u>
b. Employee plus one -	<u>\$12</u>	<u>\$13</u>
c. Family -	<u>\$17</u>	<u>\$18</u>

*Exception, Current Part time Plan Y Dependent/Family – no change

~~Effective January 1, 2016, a~~All employees who elect coverage and are eligible for benefits under Plan Y30 shall pay the following:

	<u>Sunday Following</u>	
	<u>Ratification</u>	<u>July 9, 2023</u>
a. Single -	<u>\$12</u>	<u>\$13</u>
b. Employee plus child(ren) -	<u>\$17</u>	<u>\$18</u>
c. Employee plus spouse -	<u>\$22</u>	<u>\$23</u>
d. Family -	<u>\$27</u>	<u>\$28</u>

All plans will have a spousal surcharge of \$20/week in addition to the above if the spouse has access to coverage through their employer. A process will be implemented to verify eligibility.

Employees choosing not to pay the premium will not be entitled to benefits.

Part-time employees under Plan Y20 or Y30 who choose to elect dependent coverage shall pay the full cost of the difference between the part-time individual coverage and the cost of adding dependents.

11. **ARTICLE 15 – HEALTH AND WELFARE PLAN** Move Sect. 15.20 as follows:

Section 15.20 to be moved to Article 16 – Pension, Section 16.4

12. **ARTICLE 15 – HEALTH AND WELFARE PLAN** Replace the language in Sect. 15.21 as follows:

15.21 **Notwithstanding any other provision of this Agreement, effective on and after the date coverage under Humana’s Medicare Advantage Plan becomes available to retirees under the Fund but no later than April 1, 2023, the Employer’s only post-65 retiree contribution obligation is limited to the coverage provided pursuant to this Section 15.21.**

Effective on and after the date coverage under Humana’s Medicare Advantage Plan becomes available to retirees under the Fund but no later than April 1, 2023, the Employer agrees to contribute to the Fund One Hundred Seventy-Eight Dollars and Sixty-Seven Cents (\$178.67) per month, less any applicable retiree contributions (Section 15.22) for all retirees not currently covered under the Kaiser Medicare Supplemental coverage available under the Fund. Such contributions shall be used to pay premiums for the Humana Medicare Advantage Plan for these retirees. On and after January 1, 2024, the Employer agrees to contribute up to One Hundred Eighty-Eight dollars and Twenty-Seven Cents (\$188.27) per month, less any applicable retiree contributions (Section 15.22) for all retirees not currently covered under the Kaiser Medicare Supplemental coverage available under the Fund. The foregoing contribution rates may only be increased, up to a cap of eight percent (8%) per year, if any changes in applicable law or regulations mandate a change to the plan of benefits that results in an increase in the cost of such plan of benefits and, further, at the request of Humana.

Furthermore, all eligible participants who become retirees after the date the Humana Medicare Advantage Plan becomes available under the Fund will only be covered under the Humana Medicare Advantage Plan (or a subsequent insurer selected by the Trustees) and will not be eligible for any coverage under the Fund provided by Kaiser, and any retiree currently covered by Kaiser who later opts out of Kaiser coverage will not be allowed to opt back into Kaiser coverage.

For those currently covered by the Kaiser Medicare Supplement Plan A available under the Fund, the Employer shall pay Two Hundred and Forty-Six Dollars and Thirty-Six Cents (\$246.36) per month, less any applicable retiree contributions (Section 15.22). For those currently covered by the Kaiser Medicare Supplement Plan C, the Employer shall pay Three Hundred Nine Dollars and Seventy-Two Cents (\$309.72) per month, less any applicable retiree contributions. Both of these groups are closed groups, meaning no additional retirees can be added to these groups after the date the Humana Medicare Advantage Plan becomes available under the Fund. These Kaiser Employer contribution rates applicable to Kaiser coverage under the Fund shall be in effect through December 31, 2023, at which time the Employer contribution rates can be increased up to Eight Percent (8%) as necessary, for coverage for the Kaiser benefits under the Fund on and after January 1, 2024.

In addition to the retiree contribution rates set forth above for coverage under Kaiser and/or Humana, the Employer shall also pay a reasonable administrative contribution necessary to cover the administration of the plan of benefits as determined by the Plan Administrator and approved by the Trustees, but in no event to exceed Five Dollars (\$5) per retiree per month.

On and after the date on which coverage under Humana's Medicare Advantage Plan becomes available to retirees under the Fund April 1, 2023, the monies for active employee coverage and retiree coverage shall be separately accounted for by the Fund's administrative manager and used solely to provide for only (a) active employee coverage and related administrative expenses or (b) post-65 retiree medical benefits and related administrative expenses, respectively, and, further the MOB rate for active employees will be calculated separately for active employee coverage and post-65 retiree medical benefits.

Notwithstanding any provision to the contrary, if the combination of employer and retiree contributions, with respect to retirees who did not retire from employment with the Employer, is less than the combination of the contribution rates and retiree contributions paid by the Employer and its retirees, then the Employer's contribution rates will immediately be reduced to the other employer's contribution rates effective as of the date the lower rates became effective for such other employer/retirees in the Fund.

Persons eligible to receive these post-65 retiree medical benefits are only those who now or in the future meet all of the current post-65 retiree medical benefit eligibility rules under the Fund and were eligible to receive pre and post-65 retiree medical benefits under the prior Agreement (i.e., hired before September 4, 1996) This is a closed group of persons. The Employer, the Unions and the Plan

Administrator will work together and jointly agree on the list of the class of persons who are currently eligible and, potentially, eligible in the future within 30 days following ratification of this Agreement. The Parties agree these retiree medical benefits are not vested benefits in any way, can be amended or terminated at any time and do not extend beyond the term of this Agreement.

If the ACA is repealed, the Social Security Supplemental benefit and spousal death benefit under the Pension Plan, as described in Section 15.22 of this Agreement, will terminate, and retirees and surviving spouses that had been receiving, or were eligible to receive, such Social Security Supplemental benefit or spousal death benefit shall become eligible for a monthly benefit under the Welfare Plan, equal to \$600 per month for applicable retirees and \$350 per month for applicable surviving spouses, and the Company will commence contributions of \$600 per month per covered early retiree and \$350 per month per covered surviving spouse, plus a reasonable administrative charge as determined by the Welfare Fund's Board of Trustees, at least thirty days in advance of the date each monthly payment to the retirees and/or surviving spouses are due, continuing through the month of the retiree's (or deceased retiree's) 65th birthday.

13. ARTICLE 15 – HEALTH AND WELFARE PLAN Modify the language in Sect. 15.24 as follows:

15.24 The Employer will contribute to the Fund \$22,500 a year by each January 1st (the first year's payment due by January 31st) of this Agreement for the purpose of hiring staff and/or a consultant or similar entity to provide advice to employees in deciding how to obtain the appropriate health coverage. **Such funds shall be held separately by the Fund, and the usage reported separately to the Fund trustees.**

14. ARTICLE 15 – HEALTH AND WELFARE PLAN Add Sect. 15.25 as follows:

15.25 Throughout the term of the Agreement and notwithstanding anything set forth in the Agreement to the contrary, the Employer and Unions may meet and discuss moving the employees, active and/or retiree (with the ability to move each group separately so long as all members of the group are moved), to the Food Employers Labor Relations Association and UFCW Health and Welfare Fund or to a Taft-Hartley health plan established by the Employer with management jointly between the Employer and the unions with participating bargaining unit members, provided the Employer is able to maintain substantially the same level of benefits, and that no employee or retiree contribution is required to pay any amount over and above any then required employee or retiree contributions for such same level of benefits that are provided at the time of the move to the other plan. The Union agrees to cooperate jointly with the Employer in discussing such a move. It is agreed by the parties that the cost savings, if any, from any change in plans shall not be a subject of bargaining and shall be retained by the Employer.

15. ARTICLE 16 – PENSION FUND

Modify the language in Sect. 16.1 as follows:

16.1 The Employer agrees to contribute to the UFCW Unions and Participating Employers Pension Fund a composite rate of one dollar and ~~fifty-six~~ twenty-five cents (~~\$1.25~~1.56) per hour, effective January 7, 2021 ~~July 30, 2017~~. Hours paid shall include paid hours on vacation, holidays and other hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

Effective January 7, 2022 ~~July 1, 2018~~, the Employer shall increase such contribution to one dollar and ~~sixty-six~~ thirty-five cents (~~\$1.35~~1.66) per hour.

Effective January 7, 2023 ~~June 30, 2019~~, the Employer shall increase such contribution to one dollar and ~~seventy-seven~~ forty-five cents (~~\$1.45~~1.77) per hour.

Effective January 7, 2024 ~~June 30, 2019~~, the Employer shall increase such contribution to one dollar and ~~eighty-eight~~ forty-five cents (~~\$1.45~~1.88) per hour.

16. ARTICLE 16 – PENSION FUND

Add Sect. 16.4 as follows:

16.4 Retirees under age 65 (existing and future) will be ineligible for medical benefits under the UFCW Unions and Participating Employers Health and Welfare Plan (“Welfare Plan”) effective the later of: (i) January 1, 2016; or (ii) 60 days after notice of the elimination of coverage is provided, to the extent required by law (such notice to be provided as soon as reasonably practicable). The parties expect that these retirees will be eligible to enroll, beginning in November 2015, for coverage provided under the Affordable Care Act exchanges effective January 1, 2016. Effective January 1, 2016 (or the effective date of the retiree’s loss of medical coverage under the Welfare Plan, if later) Company will fund a \$450 per month pre-65 Supplemental Social Security benefit payable to each such retiree under the UFCW Unions and Participating Employer Pension Plan (“Pension Plan”), with a spousal death benefit equal to \$300 per month, payable until the first of the month immediately preceding or coincident with the retiree’s or deceased retiree’s 65th birthday. To fund this Social Security Supplement benefit and spousal death benefit, the Company will contribute to the Pension Plan, at least thirty days in advance of the date each monthly payment to the retirees and/or surviving spouses are due, \$450 per month per applicable retiree, and \$300 per month per applicable surviving spouse, plus a reasonable administrative charge as determined by the Pension Fund’s Board of Trustees. It is the bargaining parties’ intent that the Social Security Supplemental benefit and the spousal death benefit under the Pension Plan will be an ancillary benefits not subject to ERISA §204(g), and the Company’s contribution obligation hereunder (and the Pension Plan’s obligation to provide such Social Security Supplemental benefits and spousal death benefits)

shall continue only for the duration of this Agreement unless continuation is required by law or negotiated as part of future or renewal agreements.

17. ARTICLE 16 – PENSION FUND

Add Sect. 16.5 as follows:

16.5 If the ACA is repealed, the Social Security Supplemental benefit and spousal death benefit under the Pension Plan, as described in Section 16.4 of this Agreement, will terminate, and retirees and surviving spouses that had been receiving, or were eligible to receive, such Social Security Supplemental benefit or spousal death benefit shall become eligible for a monthly benefit under the Welfare Plan, equal to \$600 per month for applicable retirees and \$350 per month for applicable surviving spouses, and the Company will commence contributions of \$600 per month per covered early retiree and \$350 per month per covered surviving spouse, plus a reasonable administrative charge as determined by the Welfare Fund’s Board of Trustees, at least thirty days in advance of the date each monthly payment to the retirees and/or surviving spouses are due, continuing through the month of the retiree’s (or deceased retiree’s) 65th birthday.

18. ARTICLE 16 – PENSION FUND

Add Sect. 16.6 as follows:

16.6 The Employer will make available to employees the option to contribute to the Employer-sponsored 401(k) retirement savings plan, subject to the conditions and requirements of that Plan (as they may be amended or terminated from time-to-time in the Employer’s sole discretion and without any obligation to meet or bargain with the Union). The Parties agree the Employer itself will have no obligation to make contributions to the 401(k) Plan on behalf of any employee or to match any contributions to the 401(k) Plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

19. ARTICLE 18 – SCHOLARSHIP BENEFITS

Delete Article 18:

~~18.1—The Board of Trustees of the FELRA & UFCW Health & Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Welfare Fund and such separate account shall be referred to as the “United Food and Commercial Workers and Food Employers Labor Relations Association Scholarship Fund.” The Scholarship Fund shall be governed by the Board of Trustees of the Welfare Fund.~~

~~18.2—It is understood and agreed that the Welfare Fund referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.~~

~~18.3—It is agreed that all questions involving scholarship benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and the Scholarship Plan.~~

20. ARTICLE 25 – DURATION OF CONTRACT: Modify the language as follows:

This Agreement shall continue in effect from **July 12, 2020**, to **July 13, 2024**, and shall continue in effect from year to year thereafter unless either party serves notice in writing on or before, February 1, 2020~~4~~, or on or before February 1st of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations, neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

21. SENIORITY AREAS FOR TRANSFERS AND LAY OFFS Updated as follows:

District I

- 2641 Mt. Vernon
- 2657 New Stafford
- 2674 Dumfries

District II

- 2618 New Carrollton
- 2623 Clinton
- 2632 Silver Hill
- 2635 Largo
- 2646 Germantown
- 2650 College Park
- 2669 Forestville
- 2672 Contee
- 2676 Lanham
- 2691 Coral Hills
- 2692 M.L.K.

22. SIDE LETTERS Update and renew:

Update and renew all side letters with the exception of the following:

- **Pharmacy Technicians Drug Testing – Delete**
- **Specialty and Ethnic Vendors – Revise as follows:**

The parties have agreed to the following regarding specialty and ethnic vendors.

In an effort to improve service levels in Shopper’s traditional categories grocery, dairy and frozen and to maintain continued growth in the specialty and ethnic categories Shoppers and UFCW Local 400 agree to the implementation of the following process.

~~Ethnic &~~ Direct delivery vendors, DPI, GOYA, Rio Grande and EMD will be permitted to work their initial delivered orders. Shoppers associates will continue to merchandise, work back stock and inventory this product. No other product lines will be added without prior **notice to** agreement with Local 400, with the exceptions noted in article 3.4.

23. ARTICLE 5 – WAGES AND EMPLOYEE CLASSIFICATION:

Wages: The following wage increases for full-time and part-time employees as described below and as further set forth in the Wage Schedule below.

Effective for hours worked on and after July 11, 2021, forty cents (\$0.40) per hour for full-time and part-time employees (excluding Service Clerks and Courtesy Clerks) at or above top of scale who continue to be employees as of the date of ratification, including Department Heads, and excluding employees who receive minimum wage and those in progression. Also effective for hours worked on and after July 11, 2021, twenty-five cents (\$0.25) per hour for full-time and part-time Service Clerks and Courtesy Clerks at or above top of scale.

Effective for hours worked on and after July 10, 2022, an increase of forty-five cents (\$0.45) per hour for full-time and part-time employees (excluding Service Clerks and Courtesy Clerks) at or above the top of scale, including Department Heads, and excluding employees who receive minimum wage and those in progression. Also effective for hours worked on and after July 10, 2022, an increase of twenty-five cents (\$0.25) per hour for full-time and part-time Service Clerks and Courtesy Clerks who are above scale. Top of Scale Service Clerks' and Courtesy Clerks' raises are built into the wage schedules set forth below and, if any top of scale wage increase is less than Twenty-Five Cents (\$0.25) per hour, the higher of the two will be paid.

This is in addition to the forty cent (\$0.40) per hour wage increase negotiated in the July 12, 2020, to July 10, 2021, MOA and the wage increases effective July 11, 2021, set forth in the paragraph above.

So, the total increase effective the first Sunday following ratification will be one dollar and twenty-five cents (\$1.25) per hour for full-time and part-time employees at or above top of scale (excluding Service Clerks and Courtesy Clerks), including Department Heads, and excluding those who receive minimum wage and those in progression. For Service Clerks and Courtesy Clerks above scale, the total increase effective the first Sunday following ratification will be ninety cents (\$0.90) per hour, and, for Service Clerks and Courtesy Clerks at the top of scale, the total increase effective the first Sunday following ratification will be not less than ninety cents (\$0.90) per hour.

Also, effective for hours worked on and after the first Sunday following ratification, Department Head and Lead premiums will be increased as set forth in the wage schedule below.

Effective July 9, 2023, an increase of fifty cents (\$0.50) per hour for full-time and part-time employees at or above the top of scale (excluding Service Clerks and Courtesy Clerks), including Department Heads and excluding employees who receive minimum wage and those in progression. Also, effective July 9, 2023, an increase of twenty-five cents (\$0.25) for Service Clerks and Courtesy Clerks who are above top of scale. Those Service Clerks and Courtesy Clerks who are at top of scale will receive the wage increase set forth in the wage scales below.

In addition, the wage schedules shall be modified and consolidated as set forth on the following pages.

Retro Pay for July 12, 2020, to July 10, 2021, MOA; the July 11, 2021, TOS and above wage increase; and the July 10, 2022, TOS and above wage increase: Retro pay for the amounts agreed in the July 12, 2020, to July 10, 2021, MOA and the increases effective July 11, 2021, and July 10, 2022, will be paid in a lump sum amount as soon as administratively feasible following ratification of the Agreement.

WAGE SCHEDULE

Classification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024
	<i>All Stores other than Montgomery County</i>							<i>Montgomery County</i>						
Department Managers	Department Manager Rates Listed are Minimum Wage Rates for these Manager Classifications													
	Pursuant to Memorandum of Agreement dated March 2, 2022, lump sum payment equal to \$.40 per hour for associates at or above top of scale and who are employed as of the Ratification Date, for hours worked retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 10, 2022	Wage rates listed effective Sunday Following Ratification include the retro wage increases of \$.40, \$.40, and \$.45, where applicable, to FT and PT TOS and Above.		\$.50 per hour to FT and PT TOS and Above.		Pursuant to Memorandum of Agreement dated March 2, 2022, lump sum payment equal to \$.40 per hour for associates at or above top of scale and who are employed as of the Ratification Date, for hours worked retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 10, 2022	Wage rates listed effective Sunday Following Ratification include both retro wage increases of \$.40 and \$.40, plus a \$.45 per hour wage increase to TOS and Above.		\$.50 per hour to FT and PT TOS and Above.	
Grocery Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA
Produce Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA
Deli Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA
Meat Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 23.80	NA	\$ 24.30	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 23.80	NA	\$ 24.30	NA
First Cutter	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.70	NA	\$ 22.20	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.70	NA	\$ 22.20	NA
Journeyman Meatcutter	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.35	NA	\$ 21.85	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.35	NA	\$ 21.85	NA
Seafood Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.85	NA	\$ 20.35	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.85	NA	\$ 20.35	NA
Bakery Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA
Customer Service Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 22.00	NA	\$ 22.50	NA
Head Bookkeeper	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.85	NA	\$ 20.35	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.85	NA	\$ 20.35	NA
Assistant Store Manager	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 24.11	NA	\$ 24.61	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 24.11	NA	\$ 24.61	NA
Receiver	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.35	NA	\$ 19.85	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 19.35	NA	\$ 19.85	NA
Increase to those above scale	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 1.25 per hour reflecting the retro increases of \$.40, \$.40, and \$.45.	NA	\$ 0.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 1.25 reflecting the retro increases of \$.40, \$.40 and \$.45.	NA	\$ 0.50	NA

WAGE SCHEDULE

Classification		Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024
<i>All Stores other than Montgomery County</i>									<i>Montgomery County</i>						
Apprentice Meatcutter	Apprentice	Wages are adjusted with the July increase each year because Apprentice wages start above the applicable state minimum wage.							Wages are adjusted with the July increase each year and should be above the minimum wage rate. If the minimum wage rate is higher than the starting wage, the starting wage will be adjusted.						
	Start to 6 months	NA	NA	NA	\$ 13.50	NA	\$ 14.25	NA	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	\$ 16.70	NA
	After 6 months to 12 months	NA	NA	NA	\$ 14.00	NA	\$ 14.75	NA	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.35	NA	\$ 16.95	NA
	After 12 months to 18 months	NA	NA	NA	\$ 14.50	NA	\$ 15.25	NA	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.60	NA	\$ 17.20	NA
	After 18 months to 24 months	NA	NA	NA	\$ 15.00	NA	\$ 15.75	NA	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.85	NA	\$ 17.45	NA
	After 24 months (Journeyman rate)	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.35	NA	\$ 21.85	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 21.35	NA	\$ 21.85	NA
	Increase to those above scale	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 1.25 per hour reflecting the retro increases of \$.40, \$.40, and \$.45.	NA	\$0.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$1.25 reflecting the retro increases of \$.40, \$.40 and \$.45.	NA	\$ 0.50	NA
Clerks (other than Service Clerks and Courtesy Clerks)	Full Time and Part Time	\$.40 per hour.							Minimum wages are adjusted effective July 1 of each year. Those below the minimum wage will be adjusted effective July 1 each year to comply with minimum wage.						
	Start to 6 months	NA	NA	NA	\$ 12.50	\$ 13.25	NA	\$ 14.00	NA	\$.40 per hour.	\$.45 per hour.	\$ 15.65	NA	Minimum Wage	NA
	After 6 months to 12 months	NA	NA	NA	\$ 13.00	\$ 13.65	NA	\$ 14.40	NA	\$.40 per hour.	\$.45 per hour.	\$ 15.90	NA	Min. Wage plus \$.10	NA
	After 12 months to 18 months	NA	NA	NA	\$ 13.30	\$ 14.05	NA	\$ 14.80	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	Min. Wage plus \$.20 not to exceed \$16.65	NA
	After 18 months to 24 months	NA	NA	NA	\$ 13.70	\$ 14.45	NA	\$ 15.20	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	Min. Wage plus \$.30 not to exceed \$16.65	NA
	After 24 months to 30 months	NA	NA	NA	\$ 14.10	\$ 14.85	NA	\$ 15.60	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	Min. Wage plus \$.40 not to exceed \$16.65	NA
	After 30 months to 36 months	NA	NA	NA	\$ 14.50	\$ 15.25	NA	\$ 16.00	NA	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	Min. Wage plus \$.50 not to exceed \$16.65	NA
	After 36 months	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 15.35	\$ 15.60	\$ 15.90	\$ 16.30	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$ 16.15	NA	\$ 16.65	NA
Increase to those above scale	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$1.25 per hour reflecting the retro increases of \$.40, \$.40, and \$.45.	NA	\$0.50	NA	\$.40 per hour.	\$.40 per hour.	\$.45 per hour.	\$1.25 reflecting the retro increases of \$.40, \$.40 and \$.45.	NA	\$ 0.50	NA	

WAGE SCHEDULE

Classification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Lump Sum Payment Following Ratification	Sunday Following Ratification	1/1/2023	7/9/2023	1/1/2024	
	<i>All Stores other than Montgomery County</i>							<i>Montgomery County</i>							
	Pursuant to Memorandum of Agreement dated March 2, 2022, lump sum payment equal to \$.40 per hour for associates at or above top of scale and who are employed as of the Ratification Date, for hours worked retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 11, 2021.		Wage rates listed effective Sunday Following Ratification include the retro wage increases of \$.40, \$.40, and \$.45, where applicable, to FT and PT TOS and Above.				Pursuant to Memorandum of Agreement dated March 2, 2022, lump sum payment equal to \$.40 per hour for associates at or above top of scale and who are employed as of the Ratification Date, for hours worked retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 11, 2021.	FT and PT TOS and Above wage increase retroactive to July 10, 2022	Wage rates listed effective Sunday Following Ratification include both retro wage increases of \$.40 and \$.25, plus a \$.25 per hour wage increase to those Above TOS.			\$.25 per hour to FT and PT Above TOS.	
	<i>All Stores other than Montgomery County</i>							<i>Montgomery County</i>							
Service Clerks	Full Time and Part Time														
	Start to 6 months	NA	NA	NA	\$ 12.50	\$ 13.25	NA	\$ 14.00	NA	NA	\$ 15.65	NA	Min. Wage plus \$.10	NA	
	After 6 months to 12 months	NA	NA	NA	\$ 12.75	\$ 13.50	NA	\$ 14.25	NA	NA	\$ 15.90	NA	Min. Wage plus \$.20 not to exceed \$16.60	NA	
	After 12 months to 18 months	NA	NA	NA	\$ 13.00	\$ 13.75	NA	\$ 14.50	NA	NA	\$ 16.00	NA	Min. Wage plus \$.30 not to exceed \$16.60	NA	
	After 18 months to 24 months	NA	NA	NA	\$ 13.25	\$ 14.00	NA	\$ 14.75	NA	NA	\$ 16.10	NA	Min. Wage plus \$.40 not to exceed \$16.60	NA	
	After 24 months to 30 months	NA	NA	NA	\$ 13.50	\$ 14.25	NA	\$ 15.00	NA	NA	\$ 16.10	NA	Min. Wage plus \$.50 not to exceed \$16.60	NA	
	After 30 months to 36 months	NA	NA	NA	\$ 13.75	\$ 14.50	NA	\$ 15.25	NA	NA	\$ 16.10	NA	Min. Wage plus \$.60 not to exceed \$16.60	NA	
	After 36 months	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$ 14.00	\$ 14.75	\$ 14.75	\$ 15.50	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$ 16.10	NA	\$ 16.60	NA
	Increase to those above scale	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$.90 per hour reflecting the retro wage increases of \$.40, \$.25 and \$.25.	NA	\$0.25	NA	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$.90 per hour reflecting the retro wage increases of \$.40, \$.25 and \$.25.	NA	0.25 per hour.	NA
Courtesy Clerks	Full Time and Part Time														
	Start to 6 months	NA	NA	NA	\$ 12.50	\$ 13.25	NA	\$ 14.00	NA	NA	\$ 15.65	NA	Minimum Wage	NA	
	After 6 months to 12 months	NA	NA	NA	\$ 12.60	\$ 13.35	NA	\$ 14.10	NA	NA	\$ 15.70	NA	Min. Wage plus \$.05 not to exceed \$16.40	NA	
	After 12 months to 18 months	NA	NA	NA	\$ 12.70	\$ 13.45	NA	\$ 14.20	NA	NA	\$ 15.75	NA	Min. Wage plus \$.15 not to exceed \$16.40	NA	
	After 18 months to 24 months	NA	NA	NA	\$ 12.80	\$ 13.55	NA	\$ 14.30	NA	NA	\$ 15.80	NA	Min. Wage plus \$.20 not to exceed \$16.40	NA	
	After 24 months to 30 months	NA	NA	NA	\$ 12.90	\$ 13.65	NA	\$ 14.40	NA	NA	\$ 15.90	NA	Min. Wage plus \$.25 not to exceed \$16.40	NA	
	After 30 months to 36 months	NA	NA	NA	\$ 13.00	\$ 13.75	NA	\$ 14.50	NA	NA	\$ 16.00	NA	Min. Wage plus \$.25 not to exceed \$16.40	NA	
	After 36 months	\$.40 per hour.	0.25 per hour.	0.25 per hour.	\$ 13.10	\$ 14.00	NA	\$ 14.60	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$ 16.00	NA	\$ 16.40	NA
	Increase to those above scale	\$.40 per hour.	\$.25 per hour.	0.25 per hour.	\$.90 per hour reflecting the retro wage increases of \$.40, \$.25 and \$.25.	NA	\$0.25	NA	\$.40 per hour.	\$.25 per hour.	\$.25 per hour.	\$.90 per hour reflecting the retro wage increases of \$.40, \$.25 and \$.25.	NA	\$0.25	NA
Premiums															
	Department Lead - Frozen, Dairy	NA	NA	NA	\$1.50 per hour	NA	NA	NA	NA	NA	NA	\$1.50 per hour	NA	NA	NA
	Seafood (If no service case outside the Deli)	NA	NA	NA	\$1.00 per hour					NA					
	Department Lead - HHB	NA	NA	NA	\$0.50	NA	NA	NA	NA	NA	NA	\$0.50	NA	NA	NA
	Person in Charge	NA	NA	NA	\$1.00 per hour	NA	NA	NA	NA	NA	NA	\$1.00 per hour	NA	NA	NA
	Night Shift Premium	NA	NA	NA	\$1.00 per hour	NA	NA	NA	NA	NA	NA	\$1.00 per hour	NA	NA	NA
	Head Cashier	NA	NA	NA	\$.25 per hour	NA	NA	NA	NA	NA	NA	\$.25 per hour	NA	NA	NA
	Lead Scan Coordinator	NA	NA	NA	\$.50 per hour	NA	NA	NA	NA	NA	NA	\$.25 per hour	NA	NA	NA

 **UFCW**
Local 400

Thank You
FOR
SHOPPING
UNION

a **VOICE** for working America

MARK P. FEDERICI
PRESIDENT

CHRISTOPHER HOFFMANN
SECRETARY-TREASURER

