



**United Food & Commercial Workers Union**  
*A voice for working people in Maryland, Virginia, Washington, D.C., West Virginia, Ohio, Kentucky & Tennessee*

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

## March 12 & 13, 2024

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Discussions between UFCW Local 400 and Kroger 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.

**1. ARTICLE X – NON – DISCRIMINATION: Add new language as follows:**

**The Employer and the Union agree that there shall be no discrimination against any employee because of race, religion, color, creed, national origin, gender, age, disability, sexual orientation, gender identity, and Union affiliation or activities or veteran’s status in accordance with existing law or any other status protected by federal, state or local law.**

**2. ARTICLE 3 - SHOP CONDITION: Modify the language in Sect. 3.4 as follows:**

**Section 3.4 Orientation** The Employer shall provide the designated Union official with the date, time, and location of all new employee orientations at least ~~forty-eight (48)~~ **twenty-four (24)** 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, 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.

**3. ARTICLE 5 - DISPUTE PROCEDURE Modify the language in Sect. 5.2 as follows:**

**Section 5.2** Should any differences, disputes, or complaints arise over the interpretation of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps when practical.

Step 1. By conference between the aggrieved employee, the shop steward **or Union representative** and the manager of the store.

**Since it is the desire of the parties to expedite the handling of grievances, they agree that the time limits prescribed must be followed unless agreed to by the Union and the Employer.**

**All grievances involving terminations and/or suspension shall proceed directly to Step 2 of the dispute procedure.**

**4. ARTICLE 7 - WORKING CONDITIONS Modify the language in Sections 7.3, 7.8, 7.12, 7.14, 7.20, 7.24, and 7.29 as follows:**

**Section 7.3** The normal workweek for full-time employees in a non-holiday week shall consist of forty (40) hours to be worked in five (5) days Monday through Saturday. In a holiday week, the normal workweek shall be thirty-two (32) hours to be worked in four (4) days for full-time employees and for part-time employees who average thirty-two (32) or more hours in the last twelve (12) weeks worked prior to the holiday week. Work in excess of forty (40) hours in any one (1) week or eight **and one-half (8.5)** hours in any one (1) day, except that one day per week in excess of ten (10) hours if agreed to in writing between Store Management and Employee, shall be paid for at time and one-half (1 1/2). Overtime shall be paid on either the day or the week, whichever is the greater, but not on both. If a full-time employee is not scheduled to work forty (40) hours in a holiday week Monday through Saturday and wishes to do so, every effort will be made by seniority to schedule said employee forty (40) hours providing there are enough hours to be worked in the employee's classification to accommodate the forty (40) hour schedule.

**Section 7.8** When work is performed on Sundays or holidays (7.7 above) by employees hired prior to August 19, 1987, it shall be paid for at time and one-half (1 1/2). Work for full-time employees hired prior to August 19, 1987 on a holiday mentioned in 7.7 above or on Sunday shall be in addition to the basic workweek. For employees hired after August 19, 1987 (except as modified by Section 7.10), work performed on Sundays and holidays shall be worked at the regular straight-time rate of pay and may be part of the basic workweek. ~~At the time an employee signs the Sunday and/or holiday volunteer list, the employee must also indicate a desire to work eight (8) hours on those days. Employees wishing to work eight (8) hours will be so scheduled up to fifty percent (50%) of the shifts scheduled on the Sunday or holiday. When work is performed on a holiday mentioned in Article 7, paragraph 7.7 above and/or on a Sunday, it shall be rotated among employees (who normally perform the work that is needed on the holiday or Sunday) in the individual store on a voluntary basis, provided, however, that if a sufficient number of employees to perform the necessary work do not volunteer, the work may be assigned to qualified employees on an inverse seniority basis. Holiday and/or Sunday work offered an employee but refused shall be counted as time worked for the purpose of rotating holiday and/or Sunday work. In order to be placed on the Sunday and holiday roster, an employee must be available for such work on a continuing basis. Senior employees who do not desire to work on Sunday because of religious beliefs will be allowed to exercise their seniority for holiday work. Where there are not enough volunteers to work on Sunday or holidays, the Employer may, by inverse seniority and on a rotation basis from employees hired after August 19, 1987, schedule to fill the Sunday or holiday needs. For this purpose, a separate rotation list will be maintained.~~

~~Employees who elect to work additional Sundays and/or holidays out of normal rotation shall be placed on a separate roster, and call ins will be made on a rotating basis as required from this additional Sunday and/or holiday roster.~~

**Section 7.12** Part-time employees shall be paid time and one-half (1 1/2) after eight **and one-half (8.5)** hours in any one (1) day. No employee will work Sunday and/or holiday hours only. **Overtime shall be paid on either the day or the week, whichever is the greater, but not on both.**

**Section 7.14** All employees shall have thirty (30) minutes for lunch not less than three (3) hours and not more than five and one-half (5 1/2) hours after starting to work unless on overtime. The lunch period may be sixty (60) minutes by mutual agreement between management and the employee. ~~The first and second sentences will also apply on Sunday and/or holiday work.~~

**Section 7.20** Any full-time employee who works more than two (2) nights in any one (1) week past 7:00 p.m. shall be paid overtime at the rate of time and one-half (1&1/2) their straight-time hourly rate for all hours worked past 7:00 p.m. on nights other than the first two (2) nights so worked. This will apply only to the nights when the store is open for business. This paragraph will not apply to night stocking employees during hours worked. Night stocking hours are defined as 10:00 p.m. to 6:00 a.m.

A night premium of ~~one two~~ **dollars (\$2.00)** (~~\$1.00~~) per hour shall be paid for work performed between 10:00 p.m. and 6:00 a.m. to employees scheduled or called in as part of a night stock crew. When a night stock clerk is scheduled to work fifty percent (50%) or more of the scheduled shift between 10:00 p.m. and 6:00 a.m., the employee will receive the night premium for the entire shift.

Employees other than night stock crew employees who work on a shift between 10:00 p.m. and 6:00 a.m. will receive a premium of ~~one two~~ **dollars (\$2.00)** (~~\$1.00~~) per hour for all hours worked between 10:00 p.m. and 6:00 a.m. When a clerk is scheduled to work fifty percent (50%) or more of the scheduled shift between 10:00 p.m. and 6:00 a.m. the employee will receive the night premium for the entire shift.

~~Effective November 22, 2020 the night premium shall increase to one dollar and twenty five cents (\$1.25) per hour.~~

The Employer shall pay the negotiated night premium on all qualifying hours, to include those hours paid at time and one-half. It is understood that the night premium will not be used in the calculation of overtime pay.

A full-time employee may waive the time and one-half (1&1/2) premium pay for working more than two (2) nights (or three (3) nights as stated below) per week, only if it is agreeable with the employee, the Employer and the Union, provided further that the employee signify these intentions in writing to both the Employer and the Union.

Employees who become full-time after October 8, 1984 who work more than three (3) nights per week past 7:00 p.m. shall be paid overtime at the rate of time and one-half (1&1/2) their straight-time hourly rate for all hours worked past 7:00 p.m. on nights other than the first three (3) nights so worked. This will apply only to the nights when the store is open for business. This paragraph will not apply to night stocking employees during hours worked.

~~**Section 7.24** Representatives from outside vendors, except as noted below, shall not perform work in the store that is normally performed by bargaining unit employees except when the Employer opens a new store or in the event of a major remodel of a store and the first two (2) weeks thereafter. No vendor representative shall order, rotate or stock merchandise other than their Employer's merchandise, except in the case of the initial placement of new items.~~

~~Representatives of vendors shall stock only the following products in the stores of the Employer: Bottled or canned soft drinks, beer and wine as the law allows, cookies, crackers, bakery products and snack foods, magazines, books, greeting cards, and currently supplied DSD items. The Employer is entitled to Vendor assistance available to the trade without additional costs and when items need added or deleted from this list the Employer will meet and confer with the Union.~~

~~A bargaining unit employee shall be assigned to check in all vendors.~~

~~On a major reallocation and/or reset of the store, a bargaining unit employee will be assigned to work with up to five (5) vendor representatives. When more than five (5) vendor representatives are utilized, one (1) additional bargaining unit employee will be assigned to assist. Routine weekly resets currently done by outside vendors (KOMPASS, EMPIRE, ACOSTA, PLM), shall continue and the Employer shall notify the Union when additional or replacement vendors are utilized for such purpose.~~

~~Merchandising field representatives will not perform bargaining unit work unless accompanied by a member of the bargaining unit.~~

**The Employer maintains the right to continue current vendor assistance, and further to utilize vendor services that become available in the industry in order to maintain competitiveness. If there is any impact on bargaining unit work as a result of the above, the Employer agrees to meet with the Union to discuss prior to such impact. It is further understood that Bargaining Unit work associated with vendor activities will not be diminished during this Agreement.**

**Any vendor stocking expansion would have to be negotiated by the parties with guaranties that no hours or jobs would be affected during the term of the contract with the Employer providing any and all information on the vendor, the need for the vendor, why the bargaining unit cannot continue to do the work, and the Employer must provide a monthly report of vendor hours worked**

**and a report of those bargaining workers hours from those positions or within the store so there is no erosion of bargaining unit hours.**

**Section 7.29** If there is an opening in the night stocking crew, it will be offered to a full-time or part-time employee (depending upon whether a full-time or part-time employee is needed) in the particular store based on seniority, qualifications and ability to do the job. If the opening is not filled in this manner, the least senior employee (depending on whether a full-time or part-time employee is needed) in such store who has the qualifications and ability to do the job will be assigned to the job.

**5. ARTICLE 8 – SENIORITY Modify the language in Sections 8.1, 8.7, 8.11, 8.12, 8.13, and 8.14 as follows:**

**Section 8.1** Seniority rights shall prevail in determining vacations, days off, layoffs, and call back from layoffs, and as far as possible in promotion and training. When demonstrated/documentated skill and ability are equal, seniority will prevail in promotion to, classified jobs, back-up, and department head positions, and classified job training. Such promotions **shall follow the process outlined in Section 8.13 and** shall be subject to the grievance procedure.

**Section 8.7** At the end of each Kroger four (4) week period, a senior part-time employee may request a transfer to another store in the bargaining unit, provided a younger employee in their classification in such store has been working more hours during the four (4) week period. Such request must be made by Wednesday of the week following the four (4) week period, with the transfer effective the following week. An employee requesting such a transfer must be available to work the hours being worked by the less senior employee. The less senior employee may in turn replace any part-time employee in the bargaining unit on the same basis or change places with the transferring employee.

**Section 8.11** Full-time job opening notices shall be sent to all stores within the bargaining unit and Union office for all full-time clerk positions **and posted for seven (7) days** as referenced in Section 8.12 below. Two (2) copies of job opening notices shall be sent to all stores within the bargaining unit, with one (1) copy being posted for seven (7) days, and the other copy kept in store office. Employees desiring the job opening **Interested Employees shall use the electronic platform to apply for the job. Verification of those who applied shall be sent to the Union office.** shall sign the notice in the store office. A copy of the signed notice shall be sent to Union office immediately after receipt of such notice in the Human Resources Department. These positions will be filled by the senior person who signs the bid. **These positions will be filled by the senior person who applies for the job using the electronic platform.**

Full-time and part-time employees must be on record, in writing, of their continuing interest to be chosen for work in another department in their store. The request must be filed with the Store Manager and the Union prior to the occurrence of the opening. When management deems a full-time or part-time opening exists in a department, those full-time and part-time employees who have expressed an interest in writing, as described above, shall be transferred to that department by seniority. For the purpose of complying with this paragraph, each store would maintain a list per department.

By November 1st each year, employees in the presence of management, would date, print, and sign their name to each department list in which they have an interest in working for the next twelve (12) months. The manager would initial the signature. A copy of this list would be sent to the Union office.

~~Employees holding positions as listed in Section 7.31 of the contract will not be required to give up their positions as the result of signing these interest letters. All other interest requests are voided for that year once an employee is transferred to a department that they have requested.~~

**Section 8.12** When a full-time employee permanently leaves the bargaining unit, the Employer will post a full-time job for that store **using the electronic platform with notification to the Union** provided the store's overall business is the same or has improved over the preceding year. **The posting will be available to the bargaining unit for a period of seven (7) days and will be filled by the senior person who applies for the position. Notification to the union will occur upon selection as in the past.** It is understood that this is not in any way a maintenance of full-time job guarantee. The Employer and the Union agree to continue their past practice in regards to fill full-time.

~~The Employer agrees that upon each quarterly closing they will inform the Union of the overall business condition of each store in its jurisdiction, such as Sales and EBITDA.~~

**Section 8.13** When an opening for a **Department Leader or back-up in the following departments: Produce, Grocery, Deli, Non-Foods, Meat, Dairy, Frozen, and Bakery(where applicable) or the position of Head Night Stock Clerk, Customer Service Manager, or Assistant Customer Service Manager** ~~Head Meat Cutter, Customer Service Manager, Head Deli Clerk, Head Produce Clerk, Head Grocery Clerk, Head Non-Foods Clerk, Head Dairy Clerk, Head Frozen Food Clerk, and Head Night Stock Clerk~~ occurs, a job opening notice for that Department ~~Head Leader or Manager~~ **back-up** position will be posted **internally through the electronic platform** in every store within the bargaining unit **for a period of seven (7) calendar days** and filled in accordance with Section 8.1. **Interested candidates will apply utilizing the electronic platform. Verification of those who applied shall be sent to the Union office and notification to the union will occur upon selection. In the event a qualified candidate is not identified, the job opening notice will be posted both internally and externally for a period of seven (7) calendar days.** If Back-ups with one (1) or more years in their current role fail to ~~sign~~ **apply to** the job opening notice for the Department ~~Head Leader~~ position in their home store when it becomes vacant, they will be removed from the Back-up position. If the Back-up has less than one (1) year in their current Back-up position, the employee may choose to ~~sign~~ **apply to** the job opening notice. Should a Back-up with less than one (1) year in their current role choose not to ~~sign~~ **apply to** the job opening notice, they will not be removed from their current position.

~~When an opening for a Back-up Head Meat Cutter, Customer Service Manager, Head Produce Clerk, Head Grocery Clerk, Head Non-Foods Clerk, Head Deli Clerk, Head Dairy Clerk, and Head Frozen Food Clerk occurs, a job opening notice for the Back-up department head position will be posted in every store within the bargaining unit. These positions will be filled in accordance with Section 8.1. Those employees who are awarded these Back-up positions, will be required to work in the department for which they are performing back-up responsibility, if not already assigned to that department.~~

**Section 8.14** It is understood that **applying to** ~~signing~~ a job opening notice is acknowledgment by the employee that if ~~awarded~~ **selected for** the position, the employee must accept the position.

6. ARTICLE 9 – VACATIONS      Modify the language in Sections 9.1, 9.4, and 9.6 as follows:

**Section 9.1**      All employees shall be granted vacations with pay based on continuous service, accidents arising out of the course of employment, illness and temporary layoffs excepted. Employees hired after October 21, 1989 shall receive vacations according to the following schedule **effective January 1, 2025:**

- 1 week after 1 year
- 2 weeks after ~~4~~ **3** years
- 3 weeks after ~~11~~ **7** years
- 4 weeks after ~~19~~ **13** years
- 5 weeks after ~~25~~ **19** years

**Section 9.4**      Employees with three (3) weeks of vacation may elect to take one (1) week (five (5) days), one day at a time (up to three (3) days in a week). Employees with four (4) or more weeks of vacation may elect to take two (2) weeks (ten (10) days), one day at a time (up to three (3) days in a week).

1. The intent must be declared when vacations are selected.
2. The employee must give the Store Manager two (2) weeks' notice.
3. The day selected must be agreeable to the Store Manager.
4. In a week when a Department Head exercises this option, no more than five (5) days relief will be paid to replace that Department Head.

Night premium pay will be included in the vacation pay for regular night stocking crew employees. Employees must be regular night stocking crew employees to be eligible.

**Section 9.6**      **Eligible employees may be approved to use up to one (1) week of vacation in days, not subject to Section 9.4(2) and 9.4(3) and/or personal holidays to cover for days of illness to avoid losing pay when sick, which may be tied to a sick pay benefits under certain situations.**

7. ARTICLE 10 - MILITARY SERVICE      Modify the language in Sect. 10.1 as follows:

**Section 10.1**      **The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. The application of this provision will comply with the Uniformed Services Employment and Reemployment Rights Act. Upon return from military service, the employee will be returned without loss of seniority or other benefits as described herein.**

Any employee who enlisted or was inducted into military service under the provisions of the Federal Selective Service Training Act of 1940, as amended, shall be returned to their job and retain their seniority in accordance with the Act.

8. ARTICLE 13 – HEALTH AND WELFARE      Modify the language in Sect. 13.9 as follows:

**Section 13.9**      **Any current employees in the bargaining unit as of the date of ratification of this agreement who have reached age forty (40) or greater on or before January 1, 2027 may become eligible for any retiree health coverage that is offered to retirees in the bargaining unit, subject to the then-current terms and conditions of such coverage as amended from time to time. There shall be no post-employment/retiree health coverage (whether under the UFCW Local 400 and Employers**

Health and Welfare Fund, the Heartland Health & Wellness Fund, any successor(s) to such funds, or any other health and welfare plan sponsored by the Company or otherwise) offered to any current employee in the bargaining unit except current bargaining unit employees who have reached age forty (40) or greater on or before January 1, 2027. Nothing in this Agreement (nor the continued provision of any retiree coverage to any members of the bargaining unit) shall be considered or deemed to create a vested right to any benefits and any retiree coverage offered to any members of the bargaining unit is subject to modification or termination at any time pursuant to the terms of the governing plan documents.

9. ARTICLE 18 – TECHNOLOGICAL CHANGE **Modify the language in Article 18 as follows:**

The Employer and the Union recognizes that technological changes are now available to the retail food industry. In recognition of this, the parties agree that:

1. In the event, the Employer plans the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change before putting changes into effect. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

10. ARTICLE 19 – EXPIRATION

February 25, 2024 – January 30, 2027

11. MISCELLANEOUS NOTE – SCHEDULE “A” **Modify language as follows:**

~~3. The Store Manager will post a current part time seniority listing for their store next to the grocery or front-end schedule.~~

~~5. The parties agree that when a Courtesy Clerk is promoted to a Part-time Clerk classification, the employee will not suffer a reduction in rate of pay. The subsequent progression increases will be awarded based upon date of hire.~~

11. The employer will appoint a full-time lead clerk for the following departments: Floral, Nutrition (**where applicable**), Fuel, and Seafood and DSD. These positions will receive a premium in addition to their regular rate of pay.

15. 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 February 25, 2024, an employee so designated by management shall receive a premium of one dollar (\$1.00) per hour for hours worked in this capacity between 7am and 11pm. It is understood that management's incidental absence from the store will not constitute MOD assignments. The premium applies to clerks only, and Department Leaders, 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.**

**12. AUGUST 30, 2020, LETTER (Subject to housekeeping)**

This letter will confirm understandings reached during these and previous negotiations on the following issues:

- 1) During the life of the contract, the Employer may offer a “buy out” to certain employees after discussing same with the Union. **(Incorporate into Health & Welfare Article)**
- 2) In the event the National Fund adopts the “Rule of 85”, the parties agree to meet and discuss same.
- 3) ~~Coffee—The previous letter between the parties regarding coffee will be applied to all stores (10/13/94).~~
- 4) Reduction of Full-time Employees - The new understanding on reduction of full-time employees to part-time, as agreed to by the parties during negotiations will continue during the life of the Agreement (10/13/94).
- 5) The following method shall be used for computing time on time and attendance for the purpose of paying wages to each employee.

- a. No time shall be punched before seven (7) minutes of the employee’s scheduled starting time. From seven (7) minutes before to the employee’s scheduled starting time, time shall be computed from the scheduled starting time.

- b. Time punched on starting to work up to and including seven (7) minutes after the employee’s scheduled starting time, the employee shall be paid from the scheduled starting time. Time punched eight (8) minutes up to and including twenty-two minutes (22) after the scheduled starting time, the employee shall be docked one-fourth (1/4) of an hour. Time punched twenty-three (23) minutes up to and including thirty-seven (37) minutes after the scheduled starting time, the employee shall be docked one-half (1/2) of an hour. Time punched thirty-eight (38) minutes up to and including fifty-two (52) minutes after the scheduled starting time, the employee shall be docked three-fourths (3/4) of an hour. Time punched fifty-three (53) minutes up to an including sixty-seven (67) minutes after the scheduled starting time, the employee shall be docked one (1) hour. No employee shall be allowed under any circumstances to make up time at the end of any scheduled shift or scheduled week because of time punched after scheduled starting time as outlined in this paragraph.

- c. Time punched at or after the employee’s scheduled quitting time will be paid on the same one-quarter of an hour basis as outlined in Paragraph B.

~~It is agreed that in “time and attendance” stores, each employee will be provided a copy of daily hours on a weekly basis (10/13/94). (Incorporate into Article 7-Working Conditions)~~

- 6) ~~The understanding between the parties regarding a fifteen (15) minute leeway during lunches and breaks will continue (10/13/94).~~

- 7) ~~Status 3, 4 and 6 Employees— In a holiday week, the normal workweek for status 3, 4 and 6 employees shall be no more than thirty two (32) hours which may be worked in up to five (5) days.~~
- 8) ~~The change in 7.32 does not change the practice when only one person performs the relief.~~
- 9) The seniority date for Courtesy Clerks who have been promoted to a clerk position is their date of hire. ~~The Courtesy Clerk's service shall not be considered in determining their rate of pay upon promotion to part time or full time clerks.~~ *(Move to Article 8 SENIORITY)*
- 10) ~~Where a manager is under scheduling or calling employees in on Friday and Saturday on a regular basis, or scheduling an excessive number of fifteen (15) hour schedules, the Company and Union will meet to discuss it.~~ *(OK to remove with the understanding that the JLMC if in place to help address situations such as this)*
- 11) ~~The parties agree to meet to discuss the impact of store closing and/or other situations of major hours reductions on the remaining stores to provide consideration for senior employees who are willing to transfer to other locations.~~ *(OK to remove with the understanding that the JLMC if in place to help address situations such as this)*
- 12) ~~The parties agree that the intent of Section 13.5 of the current collective bargaining agreement is to apply to both Plan 1 and Plan 500 of the United Food and Commercial Workers Local 400 and Employers Health and Welfare Plan.~~
- 13) It is the intent of the Employer not to schedule employees to work by themselves (10/10/99). *(Move to Article 7. Working Conditions)*
- 14) The parties agree that in determining seniority dates for employees with the same full-time date shall revert to the original date of hire and employees hired on the same date will use their first letter of their last name **at the time of hire.** ~~A female employee cannot lose or gain seniority by getting married or divorced (10/10/99).~~ *move to Seniority Article*
- 15) Eligible employees may use up to one (1) week of vacation in days, not subject to paragraph 2 through 4, Section 9.4, and/or personal holidays to cover for days of illness to avoid losing pay when sick, which may be tied to a sick pay benefits under certain situations. ~~—Incorporate into Section 9.4~~
- 16) The parties agree that should there be a conflict on vacation selection in the future, the parties will meet in an endeavor to reach a mutual resolution. *Incorporate into Article 9 Vacations*

Further, the parties agree that full time (Status 1) employees' vacation pay shall be forty (40) hours, except in the case of reduction for leaves of absences per Article 9, Section 9.5. *Incorporate into Article 9 Vacations*

**13. JOINT LABOR MANAGEMENT COMMITTEE LETTER      Modify language as follows:**

The Employer and the Union, desiring to foster **a friendly, caring, and safe work environment,** better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through

the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Joint Labor Management Committee.

**The JLMC will be committed to the safety and welfare of all associates through prevention, education, training, and awareness with the ultimate goal of reducing or eliminating workplace accidents as well as addressing workplace violence.**

The purpose of the Committee is to discuss, explore and study ~~problems~~ **any concerns that may arise** and to ~~encourage~~ **ensure a safe working environment through** suggestions referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems and suggestions that have been discussed, explored, and studied.

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

The Committee shall be composed of six (6) members, three (3) representing the Union and three (3) representing the Employer. The Union Committee shall include the President of the Local Union or their designee, and two (2) members appointed by the Union. The Employer Committee shall include the Employer's Labor Relations Manager or their designee, and two (2) other Management representatives appointed by the Employer. Upon request by the Union, an employee from Kroger Corporate Security may be invited to attend Committee meetings. By mutual agreement, a representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in Committee meetings.

Meetings will be scheduled by mutual agreement **with the understanding that the committee shall meet a minimum two (2) times per calendar year.** An agenda will be prepared for the meeting and distributed to all members by email at least one week prior to the meeting. Both parties may contribute agenda items.

**14. PICKUP LETTER OF UNDERSTANDING**

Incorporate into the body of the CBA – ARTICLE 7 WORKING CONDITIONS

**15. MICRO PICKUP LETTER OF UNDERSTANDING**

Incorporate into the body of the CBA – ARTICLE 7 WORKING CONDITIONS

**16. SCHEDULE "A" – WAGES**

See attachment.

**17. SCHEDULE "B" - PHARMACY TECHNICIANS LETTER Modify language as follows:**

The parties agree to the following:

The Employer will appoint a Lead Pharmacy Technician Clerk. In accordance with Miscellaneous Note - Schedule "A" 12., the Lead Pharmacy Technician clerk will receive a premium in addition to their regular rate of pay, as provided for in Schedule "A"- Wages.

Additional wages per hour worked for individuals assigned as a Pharmacy Technician in training as well as national Board Certified Pharmacy Technicians.

- Pharmacy Technicians required to complete all of the Orientation modules, no more than thirty (30) days from date of hire, as well as register with the West Virginia Board of Pharmacy as a Technician Trainee.
- ~~Pharmacy Technician in training who passes both the Kroger Mid-Atlantic Intermediate Quiz on ACT online as well as the Kroger Mid-Atlantic Advance Quiz on ACT online, will receive an additional one dollar and twenty five cents (\$1.25) per hour (additional one dollar and twenty five cents per hour over personal rate). (Requires completion of both the Intermediate Quiz and Advance Quiz within one hundred and eighty (180) days of hire in order to progress towards West Virginia state law regarding PTCB certification.)~~
- ~~Upon ratification, for those Pharmacy Technicians in training who have passed the Kroger Mid-Atlantic Intermediate Quiz but not the Kroger Mid-Atlantic Advance Quiz on ACT online, they will receive an additional seventy five cents (\$0.75) per hour (additional seventy five cents per hour over personal rate) when the Advance Quiz is complete. (Requires completion of Advanced Quiz within one hundred eighty(180) days of hire in order to progress towards West Virginia state law regarding PTCB certification.)~~
- National Board Certified Pharmacy Technician (PTCB) **or Exam for the Certification of Pharmacy Technicians (ExCPT) will move to the Certified Technician wage scale as provided in Schedule "A"- Wages.** \$1.00/hr. (additional one dollar per hour over personal rate). Requires Successful Completion of PTCB **or ExCPT** within 365 days of hire in order to be compliant with WV state law regarding **Pharmacy Technician TCB** certification.) ~~Pharmacy Technicians are encouraged to take the exam within 210 days from hire date due to the mandatory sixty (60) day waiting period for failed attempts. No extensions will be given beyond the three hundred sixty-five (365) days due to West Virginia state law regarding PTCB certification.~~
- ~~Maximum total amount additional per hour over personal rate for National Board Certified Pharmacy Technician is \$2.25/hr. (two dollars and twenty five cents per hour).~~

Should a Pharmacy Technician in training or national Certified Pharmacy Technician voluntarily or involuntarily no longer conduct pharmacy work, then their rate of pay will be changed to the appropriate clerk scale progression rate.

**Senior Certified Pharmacy Technicians shall be eligible to receive an additional one dollar and fifty-cent (\$1.50) per hour premium for performing all work required by the company allowable by the applicable state law over and above Certified Pharmacy Technician duties, such as performing immunizations. All required training and state certifications must be obtained prior to being eligible for the Senior Certified Pharmacy Technician premium. Senior Certified Pharmacy Technicians will be appointed at company discretion, up to one per store.**

**UFCW Local 400 - Charleston, West Virginia**

Department Head	
Weekly Store Sales (No Fuel)	Hourly
\$700,001+	\$1.00
\$500,001 - \$700,000	\$0.50
Under \$500,000	\$0.20
Department Head Classifications	
Customer Service	
Customer Service Back-Up*	
Dairy	
Deli	
Frozen Food	
Grocery	
Head Meat Cutter	
Night Stock	
Non-Foods	
Produce	
*Customer Service Back-Up is a classified back-up position with it's own payrate. They will be eligible for the same premiums (based on sales volume) as the department heads.	

Department Back-up	
Weekly Store Sales (No Fuel)	Hourly
\$700,001+	\$1.50
\$500,001 - \$700,000	\$1.00
Under \$500,000	\$0.75
Department Back-up Classifications	
Dairy	
Deli	
Frozen Food	
Grocery	
Meat Cutter	
Non-Foods	
Produce	
Note: Current back-ups and any future promotions to the back-up position shall be placed no lower than <b>Level 4</b> Step 3 on the new wage schedule. Effective 2/25/24	

Lead Clerk A	
Weekly Store Sales (No Fuel)	Hourly
\$700,001+	\$0.95
\$500,001 - \$700,000	\$0.85
Under \$500,000	\$0.75
Lead Clerk A Classification	
File Maintenance Lead	
Starbucks Lead	
Note: Current leads and any future promotions to the lead position shall be placed no lower than <b>Level</b> Step 2 on the new wage schedule. Effective 2/25/24	
Meat Cutter	
No Sales Requirement	Hourly
Current	\$1.00

Lead Clerk B	
Weekly Store Sales (No Fuel)	Hourly
\$700,001+	\$0.90
\$500,001 - \$700,000	\$0.70
Under \$500,000	\$0.50
Lead Clerk Classifications	
DSD Lead	
Pick-Up Lead	
Floral Lead	
Fuel Lead	
Liquor Lead*	
Nutrition Lead	
Pharmacy (Rx) Lead	
Seafood Lead	
*Lead Liquor position will be appointed for select locations at the Employer's discretion.	
Note: Current leads and any future promotions to the lead position shall be placed no lower than <b>Level</b> Step 2 on the new wage schedule. Effective 2/25/24	

Night Premium	
Night Work	Hourly
Current	\$1.25
Effective 2/25/24	\$2.00
Paid on all hours worked between 10:00 PM and 6:00 AM. If 50% or more of shift is scheduled in between 10:00 PM and 6:00 AM, premium will be paid on the entire shift.	

Pharmacy (Rx) Technician Premium	
Tech Level	Hourly
Tech 1 (No Premium)	\$0.00
Tech 2 (Passed ACT Quizzes, No PTCB)	\$1.25
Tech 2 (Has PTCB, Not Passed ACT Quizzes)	\$1.00
Tech 4 (Passed ACT Quizzes, Has PTCB)	\$2.25
Effective 2/25/24	

Sr. Certified Pharmacy (Rx) Tech. Premium	
Sr. Rx Tech Certification	Hourly
Effective 2/25/24	\$1.50

Pharmacy (Rx) Tech. Lead Premium	
Certified Rx Tech Lead	Hourly
Effective 2/25/24	\$1.50

**SCHEDULE "A" WAGES**

Schedule "A" Wages									
<b>Head Meat Cutter</b>		<b>Current Contract</b>				<b>New CBA</b>			
		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Payrate	\$20.32	\$20.32		\$21.32	\$22.07	\$22.82		
<b>Department Heads</b>		<b>Current Contract</b>				<b>New CBA</b>			
<b>Customer Service, Deli, Grocery, Non-Foods, Produce</b>		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Payrate	\$19.63	\$19.63		\$20.63	\$21.38	\$22.13		
<b>Head Dairy Clerk</b>		<b>Current Contract</b>				<b>New CBA</b>			
		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Payrate	\$18.90	\$18.90		\$19.90	\$20.65	\$21.40		
<b>Head Night Stock &amp; Head Frozen Food</b>		<b>Current Contract</b>				<b>New CBA</b>			
		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Payrate	\$18.55	\$18.55		\$19.55	\$20.30	\$21.05		
<b>Customer Service Asst. Department Head</b>		<b>Current Contract</b>				<b>New CBA</b>			
		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Payrate	\$18.15	\$18.15		\$19.15	\$19.90	\$20.65		
<b>Red Circled Clerks</b>		<b>Current Contract</b>				<b>New CBA</b>			
		<b>2/5/2023</b>	<b>Current Rates</b>	<b>Payrate</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	FT Clerks @ \$17.05 as of 01/01/2023	\$17.05	\$17.05		\$17.55 / \$1100 LS	\$18.05 / \$600 LS	\$18.66		
<b>Full Time: Clerks &amp; Morgantown Clerks</b>		<b>Current Contract</b>				<b>New CBA</b>			
	<b>Progression</b>	<b>2/5/2023</b>	<b>Current Rates</b>	<b>Progression</b>	<b>2/25/2024</b>	<b>2/23/2025</b>	<b>2/22/2026</b>		
	Level 1	\$11.00	\$11.00	Step 1	\$13.00	\$13.45	\$13.90		
	Level 2	\$12.20	\$12.20	Step 2	\$14.25	\$14.70	\$15.20		
	Level 3	\$13.40	\$13.40	Step 3	\$15.50	\$16.00	\$16.50		
	Level 4	\$15.00	\$15.00						
	Red Circled	\$16.16	\$16.16	Red Circled	\$17.16	\$17.91	\$18.66		
<b>Wage Rules: Effective 11/1/2020</b>					<b>Wage Notes:</b>				
*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.					*All Employees at \$12.20 and below will move to \$13.00 (1st Step)				
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.					*All Employees at \$13.40 will move to \$14.25 (2nd Step)				
On 2/6/2022:					*All Employees at \$15.00 will move to \$15.50 (3rd Step)				
All FT associates on level 1 would move to level 2					*All Employees at \$16.16 will receive a \$1.00 increase in year 1, a \$0.75 increase in year 2 and a \$0.75 increase in year 3.				
Any part time associate at level 1 who gets promoted to FT would move to level 2					This group shall remain in the red circled classification.				
So on this date, the floor for FT associates would move to level 2, and level 1 would only have PT associates in it					*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.				
On 2/5/2023:					*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.				
All FT associates on level 2 would move to level 3					*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.				
Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3					*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.				
So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it					*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 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.				

Part Time: Clerks & Morgantown Clerks		Current Contract		New CBA			
	Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
	Level 1	\$11.00	\$11.00	Step 1	\$13.00	\$13.45	\$13.90
	Level 2	\$12.20	\$12.20	Step 2	\$14.25	\$14.70	\$15.20
	Red Circled	\$12.75	\$12.75	Step 3	\$15.50	\$16.00	\$16.50
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p>				<p>Wage Notes:</p> <p>*All Employees between \$12.20 and below will move to \$13.00 (1st Step)</p> <p>*All Employees at \$12.75 will move to \$14.25 (2nd Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>			
Courtesy Clerks		Current Contract		New CBA			
	Payrate	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
		\$9.75	\$9.75	Payrate	\$11.30	\$11.70	\$12.10
<b>Pharmacy Technicians</b>							
Full Time: Rx Tech 1 (No Premium)		Current Contract		New CBA - Non Certified Tech			
	Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
	Level 1	\$11.00	\$11.00	Step 1	\$14.50	\$15.00	\$15.50
	Level 2	\$12.20	\$12.20	Step 2	\$16.05	\$16.80	\$17.40
	Level 3	\$13.40	\$13.40	Step 3	\$17.65	\$18.40	\$19.15
	Level 4	\$15.00	\$15.00				
	Red Circled	\$16.16	\$16.16				
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p> <p>On 2/6/2022: All FT associates on level 1 would move to level 2 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</p> <p>On 2/5/2023: All FT associates on level 2 would move to level 3 Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3 So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it</p>				<p>Wage Notes:</p> <p>*All Employees at \$13.40 and below will move to \$14.50 (1st Step)</p> <p>*All Employees at 15.00 will move to \$16.05 (2nd Step)</p> <p>*All Employees at \$16.16 will move to \$17.65 (3rd Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>			

Part Time: Rx Tech 1 (No Premium)		Current Contract		New CBA - Non Certified Tech			
	Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
	Level 1	\$11.00	\$11.00	Step 1	\$14.50	\$15.00	\$15.50
	Level 2	\$12.20	\$12.20	Step 2	\$16.05	\$16.80	\$17.40
	Red Circled	\$12.75	\$12.75	Step 3	\$17.65	\$18.40	\$19.15
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p>				<p>Wage Notes:</p> <p>*All Employees at \$12.75 and below will move to \$14.50 (1st Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>			
Full Time: Rx Tech 2 (\$1.25 Premium)		Current Contract		New CBA - Non Certified Tech			
	Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
Passed ACT Quizzes, No PTCB	Level 1	\$12.25	\$12.25	Step 1	\$14.50	\$15.00	\$15.50
	Level 2	\$13.45	\$13.45	Step 2	\$16.05	\$16.80	\$17.40
	Level 3	\$14.65	\$14.65	Step 3	\$17.65	\$18.40	\$19.15
	Level 4	\$16.25	\$16.25				
	Red Circled	\$17.41	\$17.41				
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p> <p>On 2/6/2022: All FT associates on level 1 would move to level 2 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</p> <p>On 2/5/2023: All FT associates on level 2 would move to level 3 Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3 So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it</p>				<p>Wage Notes:</p> <p>*All Employees at \$13.45 and below will move to \$14.50 (1st Step)</p> <p>*All Employees at \$14.65 will move to \$16.05 (2nd Step)</p> <p>*All Employees at \$16.25 will move to \$17.65 (3rd Step)</p> <p><b>*All employees at \$17.41 will move to \$19.50 (3rd Step) on the Certified Tech Scale.</b></p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>			



Full Time: Rx Tech 3 (\$1.00 Premium)		Current Contract		New CBA - Certified Tech				
Has PTCB, Has Not Passed ACT Quizzes		Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
		Level 1	\$12.00	\$12.00	Step 1	\$16.35	\$16.85	\$17.35
		Level 2	\$13.20	\$13.20	Step 2	\$17.90	\$18.65	\$19.25
		Level 3	\$14.40	\$14.40	Step 3	\$19.50	\$20.25	\$21.00
		Level 4	\$16.00	\$16.00				
		Red Circled	\$17.16	\$17.16				
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p> <p>On 2/6/2022:</p> <p>All FT associates on level 1 would move to level 2 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</p> <p>On 2/5/2023:</p> <p>All FT associates on level 2 would move to level 3 Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3 So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it</p>				<p>Wage Notes:</p> <p>*All Employees at \$14.40 and below will move to \$16.35 (1st Step)</p> <p>*All Employees at \$16.00 will move to \$17.90 (2nd Step)</p> <p>*All Employees at \$17.16 will move to \$19.50 (3rd Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>				
Full Time: Rx Tech 4 (\$2.25 Premium)		Current Contract		New CBA - Certified Tech				
Passed ACT Quizzes, Has PTCB		Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
		Level 1	\$13.25	\$13.25	Step 1	\$16.35	\$16.85	\$17.35
		Level 2	\$14.45	\$14.45	Step 2	\$17.90	\$18.65	\$19.25
		Level 3	\$15.65	\$15.65	Step 3	\$19.50	\$20.25	\$21.00
		Level 4	\$17.25	\$17.25				
		Red Circled	\$18.41	\$18.41				
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p> <p>On 2/6/2022:</p> <p>All FT associates on level 1 would move to level 2 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</p> <p>On 2/5/2023:</p> <p>All FT associates on level 2 would move to level 3 Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3 So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it</p>				<p>Wage Notes:</p> <p>*All Employees at \$15.65 and below will move to \$16.35 (1st Step)</p> <p>*All Employees at \$17.25 will move to \$17.90 (2nd Step)</p> <p>*All Employees at \$18.41 will move to \$19.50 (3rd Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>				

Part Time: Rx Tech 4 (\$2.25 Premium)		Current Contract		New CBA - Certified Tech				
Passed ACT Quizzes, Has PTCB		Progression	2/5/2023	Current Rates	Progression	2/25/2024	2/23/2025	2/22/2026
		Level 1	\$13.25	\$13.25	Step 1	\$16.35	\$16.85	\$17.35
		Level 2	\$14.45	\$14.45	Step 2	\$17.90	\$18.65	\$19.25
		Level 3	\$15.00	\$15.00	Step 3	\$19.50	\$20.25	\$21.00
<p>Wage Rules: Effective 11/1/2020</p> <p>*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.</p> <p>On 2/6/2022: All FT associates on level 1 would move to level 2 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</p> <p>On 2/5/2023: All FT associates on level 2 would move to level 3 Any part time associate at level 1 or level 2 who gets promoted to FT would move to level 3 So on this date, the floor for FT associates would move to level 3, and level 1 and level 2 would only have PT associates in it</p>				<p>Wage Notes:</p> <p>*All Employees at \$15.00 and below will move to \$16.35 (1st Step)</p> <p>*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 2nd step have the ability to progress to the 3rd step if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.</p> <p>*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.</p> <p>*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.</p> <p>*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.</p> <p>*Associates will first become eligible to move between steps on 1/1/2026, based on the standard measurement period that spans from 10/2024 - 9/2025.</p>				

**LETTER OF UNDERSTANDING**

**WAGE SCALE TRANSITION**

**By and Between**

**The Kroger Co., Limited Partnership I., Mid-Atlantic Division (Employer)  
West Virginia Stores**

**And**

**The United Food and Commercial Workers Local 400 (Union)**

All parties agree to the following concerning grandfathering FT associates into the Pay Scale within all stores covered by Collective Bargaining Agreements between Kroger Limited Partnership I and UFCW Local 400:

This letter of understanding addresses any full time (Status 1) associates that transition into the top or third step of the pay scale upon ratification at the rate of \$15.50 for Clerks, \$17.65 for Non Certified Techs and \$19.50 for Certified RX Technicians. These associates will be grandfathered in the top or step three of the pay scale until 12/31/2026 and follow the yearly step progressions across the scale until 12/31/2026. Effective 1/1/2027 these associates will be placed in the proper step of the pay scale, based upon the results of the Company's standard lookback and measurement period from October 2025 through September 2026. Any movement between step two and step three will be based on the required negotiated hours as per the Current Collective Bargaining Agreement for all associates. After the transition on 1/1/2027 to the proper wage scale per the Current Collective Bargaining Agreement contract, these associates will then follow all contractual provisions as outlined per the current CBA.



**Mark P. Federici**  
*President*

**Christopher Hoffmann**  
*Secretary-Treasurer*

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