

I N D E X
UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 1000
DALLAS CLERKS

TERM: June 4, 2023, THROUGH June 6, 2026

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AGREEMENT

This agreement has been entered into between Kroger Texas L.P.-Dallas Division, or its successors or assigns, hereinafter designated as the Employer and the United Food and Commercial Workers Local Union No. 1000 its successors, or assigns, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

ARTICLE 1 **INTENT AND PURPOSE**

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2 **COVERAGE, CHECK-OFF, AND UNION SECURITY**

Section 2.01

The Union shall be the sole and exclusive bargaining agent for all retail store employees in the stores of the Employer in Dallas County, Tarrant County, Collin County, Brown County, Grayson County, Denton County, Gregg County, Harrison County, Lamar County, Ellis County, Hood County, Johnson County, Rockwall County, Rusk County and Parker County, Texas, excluding Store Leader, Assistant Store Leader, Grocery Department Leader, all Meat Department employees, watchman, guards, and supervisors as defined in the Act.

Section 2.02

The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local Union No. 1000. The Employer shall notify the Union when bargaining unit employees are promoted out of the bargaining unit or are transferred from one KMA to any other KMA. Dues and initiation fees will be deducted an amount equivalent to dues and initiation fees and remitted to the Union on a weekly basis.

A.B.C. deductions and remittance will be handled on a weekly basis in the same manner as outlined above.

Section 2.02A

Employees will be employed on a trial basis for the first forty-five (45) days and shall not accumulate seniority for this period. However, if said employee is retained following the forty-five (45) days trial period, their seniority will revert to the last date of hire. Employees discharged during the trial period shall not have recourse through any other provision of this Agreement. Probationary period may be extended up to ninety (90) days upon mutual agreement between the Employer and the Union.

Section 2.03

If, during the life of this Agreement, or any renewal or extension thereof, the law is changed or amended to make Union Shop Agreements valid, paragraph 2.03a of Article 2 shall immediately become effective upon the earliest date permitted by such enabling legislation as a part of this Agreement or any renewal or extension thereof.

Section 2.03a

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement or on the day thereafter become and remain members in good standing in the Union. It shall also be a condition of employment that employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment or the day thereafter become and remain members in good standing in the Union.

Section 2.04

To prevent erosion of bargaining unit work, driver salesmen, book salesmen or sales representatives shall not perform work or services in the Employer's retail establishments in excess of the prevailing practice in the industry in the Dallas-Fort Worth area at the time of this Agreement.

The Employer and Union agree that if there are substantial job functionality changes that affect all stores and potentially erode bargaining unit work, the Employer will notify and discuss proposed changes with the Union.

With respect to any operation currently or historically operated by the Employer under the terms of this Agreement, the Employer shall discuss with the Union the impact of a consideration to engage in subcontracting or outsourcing of work. The Employer will provide the Union within 60 (sixty) business days of selecting a vendor with a written description of the work to be performed by the vendor, anticipated impact to the bargaining unit and the reasons that the Employer is planning on subcontracting or outsourcing work.

If there is no impact to the current bargaining unit worked hours, the Employer will move forward after providing such notice to the Union.

If the Employer has outsourced work and thereafter decides to discontinue outsourcing the work will be assigned to members of the bargaining unit.

Section 2.05

This paragraph will confirm our understanding that UFCW Local Union 1000:

1. Will obtain and retain a valid dues check-off authorization form for each individual for whom initiation and/or weekly dues are deducted.
2. Will be responsible for setting-up and maintaining all information concerning initiation fees and/or weekly dues deductions.
3. Will be responsible for making any change in initiation fees and/or weekly dues deductions.
4. Will be responsible for discontinuing deductions if and when a deduction authorization is revoked and notifying the Employer.
5. Will refund any deductions improperly made (as agreed to in Section 2.02).

UFCW Local Union 1000 understands and accepts the above and agrees to hold The Kroger Co. harmless.

Section 2.06

Members of the Union will be allowed to wear their Union buttons while on duty.

ARTICLE 3 **MANAGEMENT RIGHTS**

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve the employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee and provided further that this right is not in conflict with any other provision of this Agreement.

ARTICLE 4

DISPUTE PROCEDURE

Section 4.01

The Union shall have the right to designate store stewards for each store. The store stewards so designated shall not exceed two (2) per store, except in Marketplace stores where they shall not exceed three (3) per store. Store Stewards shall have super seniority over all other part-time/full-time employees as it applies to layoffs and recalls only. Store Stewards shall retain this right only while they are Store Stewards.

Section 4.02

For the purposes of this section, it is agreed and understood that grievances concerning proper vacation payments, previous experience credit, proper personal holiday pay and progression step rate of pay issues shall proceed from step 1 directly to step 3 and shall not be required to go through step 2 as described herein. These grievances will still have to meet the timeliness standards or will be denied on this basis alone.

It is agreed that agreements and settlements reached in Step 1 or Step 2 will be on a non-precedent setting basis and will have no bearing on any other grievance or settlement. It is further agreed that if a grievance is settled at Step 1 then said grievance cannot be reopened by the Employer or the Union. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. No grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened. Where an employee has no knowledge of being aggrieved until the employee receives their paycheck for the period in question, such ten (10) calendar days shall date from the day the employee is made aware of such grievance. By conference between the aggrieved employee and/or the union representative and/or the store steward and the Store Leader. Grievance is presented once follow up email is sent to Store Leader.

Step 2. The grievance must be presented in writing. The written grievance shall include statement of the grievance, date of the occurrence, parties involved, and a statement of the provision of the agreement alleged to have been violated. By conference between the store steward and/or the business agent and the District HR designee.

The Employer will respond to the Union within fifteen (15) days of receipt written grievance or the Union may refer the grievance to Step 3.

Step 3. The Employer will respond to the Union within fifteen (15) days of receipt of the grievance letter or the Union may refer the grievance directly to arbitration. By conference between an official of the Union and the Marketing Area Vice

President, a representative of the Employer so delegated by the Marketing Area Vice President or both.

The Union shall have fifteen (15) days after receipt of a denial letter from the Human Resources Department to demand arbitration or the grievance shall be considered null and void.

Step 4. In the event that the last step fails to settle satisfactorily the complaint, it may be referred to the board of Arbitration.

Section 4.03

The board of Arbitration shall consist of one (1) person appointed by the Union, and one (1) person appointed by the Employer. Said two (2) persons shall, within two (2) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third (3rd) arbitrator may be selected, (or other selection that is mutually agreeable). Failing to agree upon an arbitrator from this panel, said two (2) persons shall request an additional panel or panels of arbitrators until a mutually agreeable third (3rd) arbitrator is selected. The decision of the majority of the Board shall be binding upon the Employer, the Union, and the aggrieved employee. The expense of the third (3rd) arbitrator shall be paid for jointly.

Section 4.04

The Employer shall not discharge, nor demote, any employee without just cause and shall follow progressive discipline in regards to the specific and similar complaint or complaints against such employee to the employee, except that no written notice need be given to any employee before discharge or demotion for just cause such as but not limited to incompetence, proven dishonesty, intoxication, illegal use or possession of drugs, refusal to take alcohol or illegal substance test based on reasonable belief or probable cause, insubordination, failure to record sales and/or discounting, falsification of application, failure to perform work as assigned, etc. No warning notice will be recognized or used against any employee which is over six (6) months old, and copies of warning notices will be provided to the union upon request. Insubordination shall be considered a deliberate and willful refusal to carry out a proper order. Foul or abusive language directed toward a supervisor is insubordination unless the abuse is provoked by the supervisor. Two consecutive days of no call no show will be considered a voluntary quit. Three documented no call no shows within a rolling 6-month period will be cause for discharge. Each no call no show will be documented by a written warning letter.

With respect to discharge and suspension, the following progressive discipline shall be taken:

1. First Offense – Documented Verbal Warning
2. Second Offense – Official Written Warning; subject to demotion

3. Third Offense – one to three (1-3) workday suspension without pay; if mutually agreeable between the Union and the Employer, then suspensions can be extended to five (5) workdays as circumstances warrant.
4. Fourth Offense – subject to discharge

The Employer agrees that its Managers and Loss Prevention Managers will comply with the application of Weingarten Rights.

Section 4.05

No grievance will be discussed unless the outlined procedure has been followed except as otherwise provided in Article 4, Section 4.07.

Section 4.06

Lengthy discussions between employees and representatives of the Union, including the store steward, or among themselves concerning disputes, shall not take place during working hours.

Section 4.07

It is agreed that Steps 1 and 2 of this dispute procedure may be waived if acceptable by both the Employer and the Union.

Section 4.08

The Board of Arbitration is not vested with the power to change, modify, or alter this Agreement, but only to interpret the provisions of this Agreement.

Section 4.09

Any monetary settlement reached within Article 4 shall be remitted to the Union on or prior to employee's 2nd regular pay period following settlement.

ARTICLE 5 **NO STRIKE, NO LOCKOUT**

Section 5.01

During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

Section 5.02

Forty-eight (48) hours written notice (after picketing commences) shall be given to the Employer by Local 1000 of its intent to honor a legal picket line.

Section 5.03

No employee shall be required to cross a legal picket line when their health or safety would be endangered.

ARTICLE 6
OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 7
OTHER WORK**Section 7.01**

Employees shall perform any work which the Store Leader or District Manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, the employee will be entitled to their regular rate of pay, unless due to a decrease of work, the employee has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff.

Section 7.02

Any employee assigned to relieve an employee in the Department Leader Classification for a period of five (5) days or more in a workweek, and who assumes normal duties of the job, shall receive the contract rate in effect in the store involved, for such time spent on relief.

ARTICLE 8
WAGES**Section 8.01**

Rates of pay as set forth in Wage Schedule "A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

Section 8.02

When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

Section 8.03

If the federal minimum wage is raised during the life of this agreement the parties agree to open Article 8 of the CBA to negotiate the impact of such increase.

Section 8.04

Where the Employer requires certification, each employee will be trained at the Employer's expense and on the Employer's timetable. After the training, each employee will be tested within 30 days both on knowledge and work environment application. New hourly rate takes effect on 31st day if testing does not occur prior and will remain in effect until testing is complete. Testing failure will result in a return to the previous hourly rate.

ARTICLE 9
WORKING CONDITIONS**Section 9.01**

The hours for each employee shall be scheduled by the Employer. Electronic schedules shall be prepared indicating last name and first initial. A schedule for full-time employees shall be posted by noon Friday for the week beginning Sunday two weeks after the current week. Such schedule shall not be changed without the consent of the employee unless such change is necessitated by sickness or emergency. Emergency means strike, fire, flood, etc.

Section 9.02

A schedule for part-time employees shall be posted by noon Friday for the week beginning Sunday two weeks after the current week. This schedule is subject to change based on the needs of the business. Employees will be given twenty-four (24) hours' notice of any schedule change after the schedule is posted except where the change is caused by conditions beyond the control of the Employer. Senior employees affected will not be forced to work.

Section 9.03

If a full-time employee is required to work outside of their regular schedule, the employee shall not be required to take time off from their schedule that week in order to avoid payment of overtime.

Section 9.04

The workweek shall consist of not more than forty (40) hours to be worked in five (5) shifts, not necessarily consecutive. The five (5) day shift week shall not apply to students during the school term. A student is to be defined as any employee currently enrolled in higher education (high school, technical school, or college).

Section 9.05

All work in excess of forty (40) hours per week shall be paid at time and one-half (1 ½).

Section 9.06

All work in excess of eight (8) hours per shift shall be paid at time and one-half (1.5) with the following exception; at the Employer's request, if mutually agreed upon between Employer and the Employee, the Employee shall be allowed to work one shift up to ten (10) hours to be paid straight time. Nothing in this section shall take away from the definition of the standard workweek described in Article 9.04.

Section 9.07

- a) Hours worked on Sundays and holidays will be paid at a premium of fifty cents (.50) per hour in addition to the employee's straight-time hourly rate for employees with two (2) or more years of service.
- b) Employees hired on or after December 4, 2003, shall not be eligible for Sunday premium.
- c) There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime, except as provided in Section 9.09.
- d) All grocery department night stock employees will be paid a night premium of one dollar and 50 cents (\$1.50) per hour effective 6/4/2023 for hours worked between 10pm and 8am provided a majority of their shift is scheduled between 10pm and 8am, and then two (\$2.00) dollars per hour for hours worked between 10pm and 8am provided a majority of their shift is scheduled between 10pm and 8am, effective 2/24/2024 and thereafter. All other department roles will be paid a night premium of one dollar (\$1.00) per hour for hours worked between 10pm and 8am provided a majority of their shift is scheduled between 10pm and 8am.

Section 9.08

Work on Sundays and the holidays set forth in Article 16, Section 16.01, shall be on a voluntary basis. However, qualified employees who indicate in writing/electronically (preferred method electronically) they are available to work on a continuing basis, shall be rotated for such work by classification, provided work for their classification is needed. Where additional employees are needed, the junior employees must work in inverse seniority order by store.

Section 9.09

If an employee works on Sunday and five (5) other days, hours worked on the sixth (6th) day will be paid at the time and one-half (1 1/2) rate.

Section 9.10

Any employee, except a student who works before or after school hours on any of their scheduled school days, who is instructed to report for work shall be guaranteed at least four (4) hours work or four (4) hours straight-time pay in lieu thereof.

Section 9.11

There will be a minimum of ten (10) hours between work shifts unless otherwise mutually agreed upon between the employee and the Employer.

Section 9.12

Employees shall be given one (1) hour each shift without pay for lunch between the beginning of the fourth (4th) hour and the beginning of the sixth (6th) hour after starting time. Less than one (1) hour may be taken for lunch where mutually agreeable to the Store Leader and employee. An employee will not be required to take a lunch period if mutually agreeable between the Store Leader and the employee.

Section 9.13

If an employee works between four (4) hours and six (6) hours in a shift, the employee shall receive a fifteen (15) minute rest period. If the employee works more than six (6) hours in a shift, the employee shall receive two (2) fifteen (15) minute rest periods in a shift. If the employee works ten (10) hours or more in a shift, the employee shall receive three (3) fifteen (15) minute rest periods in a shift. These rest periods shall be in lieu of and not in addition to previous informal rest periods. No employee will be required to take a rest period within one (1) hour after reporting time or within one (1) hour after lunch time. Employees will be permitted to take their breaks in the store in an area designated by the Employer.

Section 9.14

Employees shall be allowed to keep all tips. Soliciting tips will be cause for discharge.

Section 9.15

The Union store card and/or decal shall be displayed on the entrance door in all stores covered by this Agreement as determined by the Store Leader. The store card is and shall remain the property of the Union.

Section 9.16

Employees are expected at all times to present a professional, business-like image to customers and other visitors.

Any designated uniform item deemed necessary by the Employer for its employees shall be furnished by the Employer.

The Employer will provide two designated uniform items for each new hire employee with the introduction of a new uniform and will provide two designated uniform items for full-time employee and one designated uniform item for each part-time on the successive annual anniversary dates of employees.

If designated uniform items are torn or damaged during normal work activities, a replacement will be provided by the Employer.

Additional designated uniform items may be purchased by the employees at the Employer's cost.

Black or blue slacks or jeans should coordinate with the shirt and present a neat appearance. During the summer months, the Employer may allow employees who work both inside and outside the building to wear shorts that coordinate with the shirt.

Coordinated aprons and hats will be furnished by the Employer as appropriate. Name badges are also furnished and expected to be worn as designated. Employees are expected to wear safe, comfortable, closed toed shoes.

Employees are responsible for any and all reasonable care.

At its discretion, on a store-by-store basis, the Employer may allow employees to dress in a more casual fashion than is normally required i.e., Holiday or Event Selling. On such occasions, employees are still expected to present a neat appearance.

Section 9.17

The Employer shall make available to the Union a place in each store to post whatever notices may be necessary for the conducting of the Union's business. Such postings should not be disparaging towards the Employer and be in compliance with Union Management Cooperation Section 19.13.

Section 9.18

The Employer and the Union agree that a proven violation of time recording rules, including working before recording in or after recording out, may subject such an employee to disciplinary action up to and including discharge.

When an employee fails to record their time or when an error is recorded, the employee shall report such failure or error to the Store Leader or designate, who shall confirm the proper time and it shall be initialed by both the employee and the Store Leader.

Section 9.19

Time spent by employees in travel from store to store, or store to Training Center, during the work shift in order to perform work assigned to them by the Employer shall be paid for as time worked.

Section 9.20

Texas law regarding employee's time off for voting shall be followed. Any employee who is scheduled to work eight (8) hours on election day and who is registered to vote shall be allowed time off to vote in all State and Federal elections (without pay).

Section 9.21

Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid accordingly.

The Employer shall be allowed to schedule and conduct one (1) meeting every two months at which employee attendance is required and time spent by employees at such meeting shall be paid for the hours in attendance at the appropriate rate and shall be exempt for call-in pay, split shifts, and six-day premium pay, etc.

Section 9.22

If agreeable between the employee, the Employer and the Union, an employee may be scheduled four (4) ten (10) hour shifts, not necessarily consecutive, without incurring daily overtime after eight (8) hours.

Section 9.23

Employees (other than night stocking clerks) who object to working late schedules shall have their schedules rotated with other employees who perform the same primary work assignment, when practical to do so.

Section 9.24

If there becomes an opening on the day shift for a forty (40) hour employee, these hours will be offered by seniority and job assignment to night employees provided a qualified employee is available to do the work. If the opening on the day shift is a part-time opening, the same would apply to a part-time employee working nights.

ARTICLE 10 **JURY DUTY**

Section 10.01

In case an employee is known to have served on any duly constituted jury, or to have been subpoenaed as a witness, the Employee shall be paid for hours necessarily absent

from work. Schedules shall not be changed by the employer to avoid payment for jury duty. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury or witness fees in addition to their pay. The employees will notify the Employer upon receipt of jury service notice as soon as possible. Employees shall not be required to work nine (9) hours prior to reporting for jury duty.

Section 10.02

Any employee required to appear in legal proceeding on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to the proceeding from the store and shall be reimbursed for parking fees resulting from parking for such proceeding. Parking receipt must be presented to receive reimbursement.

Section 10.03

This article does not apply to probationary employees.

ARTICLE 11 **SEPARATION PAY**

A regular employee with more than six (6) months service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one week's notice or one week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day the Employee was told of the dismissal, plus pay for one additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice.

ARTICLE 12 **LEAVE OF ABSENCE**

Section 12.01 Union Business:

The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The employee shall, upon returning to work, receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least fourteen (14) days' notice in writing specifying the length of time off. Such leave of absence shall be limited to twelve (12) months.

Section 12.02 Personal Leave of Absence:

Leaves of absence up to thirty (30) days shall be granted for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer

and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.

Section 12.03 Pregnancy, Sickness, or Injury:

A leave of absence because of pregnancy, sickness, or injury not to exceed ninety (90) days shall be granted to a regular employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested in writing supported by proper medical evidence prior to each expiration.

Section 12.04 Family Leave:

Federal Family Leave Act provisions will apply.

Section 12.05 Military:

Any employee in Military Service under the provisions of Federal Law shall be returned to their job and retain their seniority in accordance with such law. An employee on National Guard or Reserve Duty will not be required to use their vacation for this purpose.

Section 12.06

Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

Section 12.07 Educational Leave

An unpaid leave of absence up to six (6) months can be granted for continued education per guidelines set forth by the Employer, provided request is in writing three (3) weeks in advance with proper documentation. A full-time or part-time employee is eligible to apply after 45 days of employment.

ARTICLE 13
DEATH IN FAMILY

In case of a death in the immediate family of any employee, provided the employee attends the funeral, shall be paid for a reasonable period of absence from scheduled work days depending upon the circumstances, but not to exceed a maximum of three (3) days and in no case shall the employee be paid for more than the number of hours in the basic

work week. "Immediate family" shall include spouse, parent, child, brother, sister, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, stepchildren, stepparents, or any relative residing with them.

Pay for part-time employees will be determined by scheduled time missed, or in the case where no schedule is posted, the Employer will pay the difference between hours worked during the week of the funeral and the average hours worked in the four (4) weeks prior to the funeral week, up to a maximum of twenty-four (24) hours.

This article does not apply to probationary employees.

ARTICLE 14 **HEALTH AND WELFARE**

Section 1. Funding

The Employer shall contribute to the established MED 1000 Plan for all eligible employees, based on agreed upon rules. The Employer will continue to contribute \$2.37 per hour on all hours worked not to exceed forty (40) hours per week, after thirty (30) calendar days of employment through December 2021, with the last payment on hours occurring in January 2022 on December 2021 hours. Effective February 2022, the Employer will pay on a per eligible per month basis. Payments for eligible employees will be made one month in advance. For example, Employer contributions made in February will be for March eligible employees. Employees transferring from other divisions with coverage prior to the transfer will be able to gain coverage immediately, based on the bargained eligibility rules, with an employer contribution being made one month prior to employee eligibility (through October 2021, 1 month of contributions will be equal to the employees' average hours worked preceding the transfer).

Payment Period	February 2023 through January 2024	February 2024 through January 2025	February 2025 through January 2026	February 2026 through expiration
Monthly Employer Contribution rate PEPM	\$484.81 PEPM	Up to \$523.71	Up to \$523.71	Up to \$523.71

*2024 contribution rate may be increased up to \$523.71 if eligible employees decline below 7,093 through 2024.

It is understood the Employer contributions made by Kroger's Dallas Division are to be used exclusively for the benefit of its Kroger Dallas Division eligible employees represented by UFCW Local 1000 and will not be used to subsidize any other employer or group of employees.

Should the Value Based Payment (HST) Model not meet projections and or fail to provide the plan participants with stable healthcare benefits, then the parties agree to open Article 14 of the CBA and begin discussions on re-establishing a traditional PPO Plan design.

Section 2. Employee Contributions

The below rates are weekly rates to be deducted from payroll in accordance with Employer's Section 125 plan.

2023 – 2026 Weekly Employee Contributions	Emerald	Sapphire
Employee Only	\$10.00	\$5.00
Employee & Spouse	\$15.00	\$10.00
Employee & Child(ren)	\$15.00	\$10.00
Employee & Family (Employee +Spouse + Child(ren))	\$20.00	\$15.00

Section 3. Eligibility

The following table illustrates the eligibility requirements through this agreement:

Average weekly hours requirement for coverage				
Tier	2023	2024	2025	2026
Employee Only	24	24	24	27
Employee & Spouse	33	33	33	36
Employee & Child(ren)	30	30	30	30
Employee & Family (Employee +Spouse + Child(ren))	33	33	33	36

Section 4. Health Care Reform

The Employer and Union agree to meet and discuss, at the request of either party, the effects of National Health Care Reform legislation and attendant federal regulations on this Health and Welfare article and to make any modifications, and only such modifications that the Employer and the union jointly agree are necessary.

Section 5. Prescription Drug Plan

Effective May 19, 2002, the Employer will provide a prescription drug benefit to all employees who are presently or become eligible for health care, for as long as they maintain such eligibility during the term of the collective bargaining agreement. The benefit provided herein as a discount to eligible employees is administered through the Employer.

Employees eligible for either the Sapphire or the Emerald plan will have family coverage, provided they meet and maintain the eligibility requirements outlined in the most recent Summary of Material Modifications. Employees eligible for either the Sapphire or the Emerald plan that do not meet and maintain the eligibility requirements outlined in the most recent Summary of Material Modifications will have employee only coverage.

Eligible employees will receive a prescription drug card valid at any Kroger Pharmacy. The benefit and deductible charge is as follows:

- No change in plan design.
- 10% or Five Dollar (\$5) Employee Co-pay for Generic Drugs, whichever is greater. Employees will never pay more than the retail of the prescription (i.e., \$4 dollar generic drugs at Kroger)
- Twenty-five (\$25) minimum or twenty percent (20%) whichever is greater, Employee Co-Pay for Formulary Branded Drugs.
- Thirty-Five Dollar (\$35) minimum or twenty-five percent (25%), whichever is greater, Employee Co-Pay for Non-Formulary Branded Drugs.
- Add PPS Mail order on a voluntary basis (Generic Co-Pay \$13, Branded Formulary Co-pay 20% of 60 day cost – for 102 days of prescription, Branded Non-Formulary Co-Pay 25% of 60 day cost – for 102 days of prescription).

Any employee who works in an outlying area where a Kroger Pharmacy is not readily available may receive prescription drugs via mail order.

If a generic drug is legally available as a substitute for a brand name drug, the generic must be purchased. If the employee purchases the brand name drug instead of the generic drug, then the employee must pay the difference in price.

Section 6. Funding

Effective for calendar year beginning January 1, 2021, and each calendar year thereafter, the Fund Consultant will give a projection for the coming plan year as well as a projection of the remaining term of the Agreement. Such projection must be tendered to the Trustees not later than September 30 of each calendar year. This projection will be based upon total fund assets as of August 31 each year. It is understood and agreed that if any projection shows gross fund assets falling below IBNR, by the end of the Current Agreement, the Trustees must take action(s) to bring the level of reserves back a level at least equal to IBNR for the remainder of the contract period.

Should Kroger and employee contributions become insufficient to maintain IBNR by the end of the contract as projected by the Fund consultant, then the Employer and the participants shall agree to burden the additional costs equally.

If the Trustees cannot reach agreement and, as a result, deadlock motions on adjustments necessary to bring the Plan back into compliance with these provisions within thirty (30) days of the receipt of a future projection showing reserves below the minimum requirements provided above, then the deadlocked motions shall be submitted for resolution through expedited arbitration. The Trustees are directed to request a FMCS list of at least seven (7) arbitrators who are members of the National Academy of Arbitrators within twenty-four (24) hours' following notice of the dispute. Within seventy-two (72) hours of receipt of the arbitrators list, the Trustees must select an arbitrator who can comply with the hearing and decision requirements of this paragraph. The Trustees will bring this matter before the arbitrator within twenty (20) days of the notice of dispute. The arbitrator will render a decision within twenty (20) days of the commencement of the

hearing. The arbitrator shall be considered a fiduciary and such arbitrator's authority shall be limited to casting a vote for or against any pending deadlocked motion.

ARTICLE 15

PREVIOUS EXPERIENCE

Section 15.01

Previous proven comparable experience within ten (10) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay. Rates of pay as set forth in Appendix "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages.

Previous Experience – Employees with twenty-four (24) or more months' previous experience can be hired up to the 2nd step of the wage progression.

Falsification of application shall be reason for discharge.

Kroger Experience – No Kroger employee will remain at step 1 wage progression beyond 36 months. Such employees will move to step 2 wage progression on the 1st day of the 37th month, unless otherwise qualifies under the 12-month standard period.

Section 15.02

Claims for rate adjustment based on previous experience not listed on the application for employment must be filed in writing within thirty (30) days from date of employment; otherwise, the employee forfeits any claim under this provision.

Section 15.03

Claims for a rate adjustment that are based upon previous experience listed on the application for employment and verified at the time of the Employees' last date of hire, must be brought to the attention of the Store Leader. The Employee will receive retro pay for any hours paid after the substantiated claim has been brought to the attention of the Store Leader.

Section 15.04

In the event that the Employer is unable to verify previous experience, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

ARTICLE 16 **HOLIDAYS**

Section 16.01

The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days legally celebrated in lieu thereof. Employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked, provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent during a holiday week shall not be paid holiday pay unless such absence is due to proven illness or is excused by the Employer in which case the employee shall receive holiday pay, provided the employee worked any part of the holiday week. Overtime at time and one-half (1 1/2) will be paid in a holiday week after the hours actually worked exceed forty (40) straight-time hours.

Section 16.02

Part-time employees shall be entitled to holiday pay for the holidays set forth in Section 16.01. Employees who are absent during a holiday week shall not be paid holiday pay unless such absence is due to proven illness or is excused by the Employer in which case the employee shall receive holiday pay, provided the employee worked any part of the holiday week. Holiday pay shall be determined by averaging the hours worked during the previous four (4) weeks to the holiday week in accordance with the following schedule:

AVERAGE HOURS	HOLIDAY PAY
Under 12	2 hours
12 to 24	4 hours
24 to 32	6 hours
32 and over	8 hours

Section 16.03

Employees shall earn personal holidays on the following basis effective January 1, 2011:

3 Years of Service	1 Personal Holiday
8 Years of Service	2 Personal Holidays
15 Years of Service	3 Personal Holidays
20 Years of Service	4 Personal Holidays
25 Years of Service	5 Personal Holidays

Personal holidays are defined as any days in a year which are chosen by the employee who will notify the Employer two (2) weeks in advance of the holiday choice. The Employer may restrict the number of employees off within any one day on personal holidays, provided that conflicts of the choice of days shall be resolved on a seniority basis.

Employees may take two (2) or more personal holidays together as a mini vacation providing it is mutually agreed upon between the employee and the Store Leader.

Probationary employees will be excluded from all holidays.

Personal holidays not taken during any calendar year may not be carried over into the following year unless the holidays are earned in November or December. Personal days may be taken as sick days when mutually agreeable between the Employer and Employee.

ARTICLE 17 **VACATIONS**

Section 17.01

All employees shall be eligible for vacation in accordance with years of continuous service with the Employer and the following schedule effective January 1, 2011:

12 Months of Service	1 Week
3 Years of Service	2 Weeks
10 Years of Service	3 Weeks
15 Years of Service	4 Weeks
20 Years of Service	5 Weeks
30 Years of Service	6 Weeks

Section 17.02

After qualifying for their first one (1) week vacation, an employee will qualify for future one (1) week vacation as of January 1. After an employee qualifies for additional weeks of vacation as outlined above, they shall become eligible for those additional weeks as of January 1.

Section 17.03

Full-time employees will be paid their straight-time earnings for their basic workweek as vacation pay.

Section 17.04

Part-time employees will be paid a vacation week equal to the hours in their anniversary year divided by fifty-two (52) and will earn weeks of vacation as outlined in Section 17.01.

Section 17.05

Vacation pay shall be paid in advance.

Section 17.06

During the first (1st) week in December, proceeding the upcoming calendar year, the Employer will issue each employee a vacation request form that will allow the employee to request a first (1st) or second (2nd) option for each week of vacation that the employee has earned. These forms are to be returned to the Employer by February 15th of each year. The Employer will post a chart in each store showing each employee and their agreed upon vacation dates by March 1st of each year. Employees who do not remit their vacation request by February 15th deadline will be scheduled vacation on a first come, first serve basis. Employees who request vacation by full week will be considered first by seniority. Vacation by days will not be considered as part of this scheduling process.

An Employee transferring from one store to another store will keep their same vacation weeks unless the honoring of these weeks at the new location prevents the employer from meeting the needs of the business. If a change is required, the Employee and the Store Leader will meet and agree upon the new vacation weeks.

Choice of vacation dates will be granted on the basis of seniority, consistent with the operation of the business. However, once a vacation has been scheduled, it can only be changed for good cause or by mutual agreement between the employee and the Employer.

There will be no weeks blacked out for purposes of vacation scheduling.

Section 17.07

Vacations must be scheduled in the calendar year, except where necessary, vacations which fall due in November or December may be carried over to the first month of the next year. No employee shall be given pay in lieu of vacation. No vacation may be carried over unless the vacation is earned in November or December.

Section 17.08

If an employee qualifies for a one (1) week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, the employee may take the first week early or wait and take both weeks together.

Section 17.09

If an employee who has not taken the vacation which the Employee has earned by reason of the Employee's service, leaves (regardless of whether they give notice), goes into military service, or is separated for any reason other than confessed or proven dishonesty, the Employee shall receive their vacation pay at the time of leaving.

Section 17.10

In case a granted holiday falls during an employee's vacation, the employee shall be granted an additional day of paid vacation, or eight (8) hours pay at their straight-time rate

in lieu thereof. The Employer shall have the option as to the additional day of vacation or eight (8) hours pay.

Section 17.11

Leaves totaling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth (1/4); leaves totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half (1/2); leaves totaling more than two hundred seventy (270) days shall disqualify for vacation.

Section 17.12

Employees eligible for up to four (4) weeks of vacation may elect to take one (1) week of vacation by days. Employees eligible for five (5) weeks and six (6) weeks of vacation may elect to take two (2) weeks of vacation by days. The employee must give the Store Leader one (1) weeks' notice prior to the schedule being posted. The day(s) selected must be agreeable with the Store Leader.

ARTICLE 18 **SENIORITY**

Section 18.01

In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to their experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor.

Section 18.02

In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise their final judgment after giving due regard to seniority.

If an employee is transferred from one store to another, the employee shall be given forty-eight (48) hours advance notice of such transfer except when the employee is needed immediately in the other store. Employees will be told of transfer as soon as this information is available to the Store Leader.

Employees desiring a transfer from one store to another will submit a request in writing to the Union and the Human Resources District Leader. Requests will be responded to within thirty (30) days of its submission. The request will remain on file for a period of three (3) months.

Transfers shall be granted when a job vacancy exists as stipulated by the Store Leader at the destination store or the District Human Resources Leader, provided the employee is qualified and available to perform the work.

Any employee who desires consideration for promotion shall notify their Store Leader in writing with a copy to Human Resources Department and the Union. Employees will be considered from those who apply in accordance with seniority. The request will remain on file for a period of three (3) months.

Employees will be promoted from those who apply in accordance with seniority, availability, and ability to perform the work before another is hired. The request will remain on file for a period of three (3) months.

Courtesy Clerks promoted to another classification will have the date of promotion as their seniority date for scheduling purposes. All present employee's seniority date will be their date of hire.

Employees who transfer from one department to another department in the same store will maintain their seniority, rate of pay, and months accumulated toward their next length of service increase.

All employees promoted or transferred from one type of work to another shall be on probation for forty-five (45) consecutive workdays. If the employee does not qualify within the above time, the Employer shall return the employee to their former position.

Section 18.03

Seniority shall be considered broken if an employee is duly discharged by the Employer, if the employee voluntarily quits, if the employee has been laid off continuously for a period of more than six (6) months, or if the employee is called back to work after a layoff and does not report for work within one (1) week.

Section 18.04

Seniority for full-time employees shall be store, geographic territory (as agreed by the parties) and division basis as follows:

- Full-time Assistant Department Leaders
- Full-time Clerks
- Full-time Key Position roles, Specialty roles, Certified Specialist roles, and Merchandising Lead roles
- Full-time Food Clerks
- Full-time General Merchandise Clerks
- Full-time Delicatessen-Bakery Clerks
- Full-time Fuel Clerks
- Full-time Utility Clerks
- Full-time Courtesy Clerks

Section 18.05

Seniority for part-time employees shall be on a store basis as follows:

- Part-time Assistant Department Leaders
- Part-time Food Clerks
- Part-time General Merchandise Clerks
- Part-time Delicatessen-Bakery Clerks
- Part-time Fuel Clerks
- Part-time Utility Clerks
- Part-time Courtesy Clerks

In the event of a total layoff (0 hours) for two (2) consecutive weeks, seniority for part-time employees, with six (6) months service, shall be store, geographic territory (as agreed by the parties) and division.

In a general layoff or where inequities exist, the Employer and the Union will meet, and such arrangements worked out will be final and binding on all parties. If agreement cannot be reached, contract provisions will apply.

Section 18.06

Effective June 7, 1998, current employees at the Step 4 rate will maintain such Step 4 rate by working an average of twenty-eight (28) hours per week per the defined Employer's standard measurement period.

Effective May 19, 2002, Part-time employees who work twelve (12) consecutive weeks at forty (40) hours per week shall be reclassified as full-time employees. Seniority date will revert to original date of hire in bargaining unit. For purposes of this section, approved time off will not be counted against the employee for purposes of being reclassified full-time. This language sunsets on June 1, 2024, and the following language will apply.

For employees hired on or after June 4, 2023, who work the employers twelve (12) month standard measurement period at thirty – eight (38) hours or more on average per week shall be reclassified as full-time employees (i.e., 40-hour weekly schedule). For purposes of this section, approved time off will not be counted against the employee for purposes of being reclassified full-time. Seniority date will revert to original date of hire in bargaining unit.

Section 18.07

Agreed upon seniority lists shall be established and maintained, and such lists shall be available to the Union at all times.

Section 18.08

If it is necessary to reduce hours of a full-time employee in a classification in a store, the least senior employee in such classification shall have their hours reduced. If such

employee has their hours reduced below forty (40) for four (4) consecutive weeks, the employee may take the job of the least senior employee in their classification in their geographic territory who is working forty (40) hours per week or be classified to part-time. (Weeks of less than forty (40) hours due to approved leaves of absence will not count towards the four (4) weeks.)

The same procedure will apply in the Marketing Area (portion of Marketing Area covered by this Agreement). The full-time employee eligible for transfer must request same in writing within fourteen (14) days after being advised of their change in status or forfeits all rights to the transfer.

Full time employees who are at Step 4 of the wage scale and are excused from their work week for the benefit of the Employer, or who are absent due to illness, injury, vacation, leave of absence or jury duty and average less than thirty-eight (38) hours weekly over the 2023 and 2024 measurement period, shall not be subject to moving back to Step 3 of the wage scale. In the event a disqualification is contested in the grievance procedure, the reclassification and rate adjustment will be suspended until final resolution is determined. In the event the grievance is denied, it is understood and agreed that the Employer will have the right to recover all overpayment.

Section 18.09

Seniority date shall be the employee's last date of hire in this bargaining unit.

Section 18.10

If a part-time employee transfers from one store to another store, the employee will take their seniority date to the new store.

Section 18.11

If a full-time employee transfers to an existing vacancy in a store covered by a separate Agreement with Local Union 1000, the employee will take their seniority date to the new store.

Section 18.12

If an employee accepts a job assignment with the Employer outside of the bargaining unit and remains continuously employed, the employee will retain their seniority date. The Employer will notify the Union of such job assignments.

Section 18.13

A part-time employee shall have the first choice for a full-time job in their classification in their store based on the employee's seniority, provided the employee is capable of performing the work, and the employee may be offered a full-time job in another store,

provided that the employee has notified their Store Leader in writing with a copy to their District Human Resources Leader and the Union, that the employee is available for a full-time job in their store or any other store in their district.

Section 18.14

- a) The Employer will schedule employees, not to exceed eight (8) hours per day or forty (40) hours per week (thirty-two (32) hours in a holiday week) in accordance with their seniority, availability, and ability to perform the work and job classification, in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly assigned, the employee must advise the Store Leader or Assistant Store Leader within twenty-four (24) hours after the schedule is posted or the employee has no claim on such schedule of hours. Employees currently on the full-time seniority list will be scheduled forty (40) hours unless due to reduced sales, a sufficient number of forty (40) hour schedules are not available. Work schedules will not be written to prevent forty (40) hour schedules, but the needs of the business will be served.
- b) Full-time employees, by classification and job assignment, may exercise a preference and claim a total weekly schedule by seniority. This claim must be made by 2:00 pm Saturday after posting of the schedule for the succeeding weeks hours of work. Such schedule shall not be arbitrarily or capriciously changed by the Employer.
- c) Full-time checkers shall be allowed to claim an earlier start time (eight-hour shift) from a less senior Checker on a day in which both are scheduled to work provided such claim is made prior to noon on Saturday.
- d) Part-time employees, by classification with the most seniority within a store, will be allowed to claim daily and weekly schedules up to eight (8) hours per day or forty (40) hours per week. It is understood the hours must be consecutive and further understood job assignments may be combined on a given day provided the employee is qualified to do the work and is available for the entire shift. (For example, an employee is scheduled for thirty-two (32) hours Monday through Thursday, four (4) hours of work is available on Friday that the employee is qualified to perform. That employee may claim those hours.) Back to back schedules may be combined, when possible, without interfering with the needs of the business. The resulting combined schedules with the most hours will be available to the senior employee.
- e) For the purpose of this entire section, management maintains the right to assign specific employees to certain job classifications and job assignments, which required certain skills, training, or qualifications. These job assignments shall not be subject to any claiming provisions as outline in this Article for full-time or part-time employees.

The Store Leader and business agent will meet and agree on appointments to job assignments as described in the Key Position Classification, Specialty

Classification, Certified Specialist Classification and Merchandising Leads. If these parties cannot reach an agreement, the appointment will be passed on to the next step.

The Manager of Labor Relations/District Human Resources Leader and the Director of Servicing/Business Agent will meet and agree on appointments to job assignments as described in the Key Position Classification, Specialty Classification, Certified Specialist Classification and Merchandising Leads. Demotions from the Assistant Department Leader and Department Leader roles are subject to the grievance procedure.

Key Position Classification, Specialty Classification, Certified Specialist Classification, Merchandising Leads, Assistant Department Leader role and the Department Leader job assignment vacancies will be posted in each store in the areas covered by the bargaining agreement for a minimum of seven (7) days prior to the assignment. Such notice shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

- f) All hours must be consecutive, and no employee can claim the daily schedule of another employee with the same or less hours. It is further understood that employees may not claim overtime hours, nor is it the intention of this provision to provide preferential selection of scheduled hours of work.
- g) Employees with restricted schedules shall not be exempt from claiming. The Employer agrees to make every effort to continue to maximize the number of full-time jobs during the term of this agreement.
- h) Any employee in "an assigned position" shall have the right upon giving three (3) weeks written notice to be removed from their assigned position.

An employee who is qualified and is able to do the work may claim Self-Check-out schedule consistent with the Collective Bargaining Agreement.

Section 18.15

No employee will be scheduled less than eighteen (18) hours per work week, except when the employee is a high school student and has provided the Employer a written request for reduced hours.

Stores with sales volume less than \$250,000 per week are limited to ten (10) work schedules of 18 hours or less and stores over \$250,000 are limited to fifteen (15) work schedules of 18 hours or less.

Section 18.16

Within each store and by job assignment, overtime for work on an extra day shall be offered by seniority. Overtime not previously scheduled shall be offered by seniority to the

employees, by job assignment, working when the need for overtime arises. Nothing in this provision will require the Employer to work employees on overtime.

Section 18.17

Unscheduled and vacated hours will be filled from a voluntary call-in list in seniority order, provided the employee can perform the job. If unable to fill the hours, employees will be called in on a reverse seniority basis. Employees on the list who refused two (2) consecutive assignments will be removed from the list.

ARTICLE 19 **UNION MANAGEMENT COOPERATION**

Section 19.01

The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

Section 19.02

The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store, and in caring for equipment and machinery.

The Union will be allowed to select up to two (2) representatives to participate in a joint Safety Committee known as the Safety 360 Program to discuss safe working conditions within the store.

Section 19.03

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.

Section 19.04

The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

Section 19.05

The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

Section 19.06

In the interest of promoting cooperative relations, a member of store management will introduce each new employee in their store to the Union store steward within forty-eight (48) hours after the new employee reports to work. At this meeting, which shall take place during working hours, the store steward shall give the new employee a copy of the contract and shall explain its operation. This store steward may answer any questions the new employee asks, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

Section 19.07

The management of a store shall grant to any accredited Union Official access to the store, including discussions with employees', reviewing employees' schedules, payroll recaps, and seniority lists for the purpose of satisfying the Union Official that the terms of this Agreement are being complied with.

Section 19.08

Up to two (2) store stewards per store, except Marketplace stores allowing three (3) per store, will be allowed up to two (2) days off per year with pay to attend Union workshops. The Union will give the Employer at least two (2) weeks advance notice. Holiday weeks will be excluded for time off. Stewards will be allowed to use their cell phones or other mobile devices while actively servicing members while on duty.

Section 19.09

Up to two (2) store stewards per store, except Marketplace stores allowing three (3) per store, will be granted super seniority. The Union will provide the Employer with a list of stewards and update the list as needed.

Section 19.10

The parties have reached agreement on the following list of items.

The Employer will ensure that shop stewards will be scheduled off to attend the annual meeting with no loss of time from their regular weekly schedule.

The Employer will maintain the current level of electronic exchange of employee information.

The Employer will maintain the current level of support for The Voluntary Organizing Committee (VOC).

Section 19.11

As an incentive for the Employer to open stores in outlying areas which are not feasible under current agreements, the following shall apply:

It is understood and agreed that should the Employer open a new store (s) in an outlying geographic area in which it is not currently operating, then such store (s) shall be under the jurisdiction of UFCW Local 1000. All terms and conditions of employment shall be negotiated by the parties with the understanding that the resulting Agreement will be consistent with the wages, fringe benefits, and working conditions which prevail in the stores of the competitor (s) in the trade area, as well as area economic conditions.

Section 19.12

The Employer agrees to conduct an Orientation Program for new employees within a reasonable time period after date of hire. The employee shall be paid for all hours in attendance. The Employer agrees to give at least forty-eight (48) hours' notice to the Union office of the date, start and end time, location and number of employees attending the Orientation Program.

Within the Orientation Program, the store leadership or their designee shall introduce the store steward and/or Union Representative at the first reasonable stopping point of the Employer's presentation and allow approximately thirty minutes with a grace period for questions to explain the labor agreement and to sign up the new employees for Union membership.

Section 19.13

The Kroger Texas L.P. – Dallas Division (and its Store Leaders) and UFCW Local 1000 (and its Agents) in stores covered by this agreement, agree to treat each other with mutual business respect. When the agents of Local 1000 are in the store they will respect the Employer's need to service customers, and the Employer will respect the needs of the agents to service their members. Neither party will engage in negative discussion about each other, nor will the Employer tell employees it opposes or supports the Union. Kroger and its Store Leaders will not coerce and will not interfere with the rights of its employees to choose to join a Union. Local 1000 and its Agents will not coerce and will not interfere with the rights of Kroger employees to choose not to join a Union.

ARTICLE 20 **GENERAL**

Section 20.01

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto.

Section 20.02

The Employer and the Union agree that there shall be no discrimination against any employee on account of union activities or affiliation or because of race, religion, color, creed, national origin, sex, sexual orientation, gender identity, age, disability, or veteran's status in accordance with existing law.

Section 20.03

The Employer may request that a store (or group of stores) may have the labor agreement opened for negotiation due to special considerations.

Section 20.04

No employee shall, as a condition of employment, be required to submit to a Polygraph Test without approval of the Union and the employee involved.

ARTICLE 21
SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) calendar days, begin negotiations to replace said void part with a legal provision.

ARTICLE 22
INJURY ON THE JOB

When an employee is injured on the job and returns to work following such injury and is certified as ready and able to perform all of their regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedule without penalty to the employee or the Employer so that the employee may have the necessary time off for medical care, without pay, and still work the average number of hours for which the employee has been scheduled in the preceding four (4) consecutive weeks.

Contributions to the trust fund shall be continued under the following conditions effective June 1, 2010, for active participants of the health plan: In the case of a compensable work injury, while on an approved Leave of Absence, the Employer will contribute to the health and welfare trust fund, each month for six (6) months for all Full Time employees and three (3) months contributions for Part Time employees starting the month in which the compensable injury occurs.

ARTICLE 23

PENSION

Section 23.01

The Kroger Co. and UFCW Local Union #1000 entered into a Memorandum of Understanding dated December 2011 (the "UFCW/Kroger MOU"), the terms of which are incorporated herein by reference (in their entirety). The UFCW/Kroger MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees under this CBA and governs (1) Kroger's participation in, and contributions to, the UFCW Consolidated Pension Fund (the "Fund"), and (2) the benefits provided to employees of Kroger working under this CBA. A copy of the UFCW/Kroger MOU is available upon request.

Employees in the bargaining unit covered by this CBA shall participate in the UFCW Consolidated Pension Fund, subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits ("Plan") of the Fund.

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

Section 23.02

Contributions shall be made to the United Food and Commercial Workers Union's Southern Division and Employer's Pension Fund, which is a jointly administered Employer-Union Trust Fund and is administered by an equal number of trustees representing the Employers and an equal number of trustees representing the Unions. The Pension Trust Fund has been established pursuant to a Pension Trust Agreement and Pension Plan to be hereinafter entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

Section 23.03

Said Pension Plan and Trust Agreement establishing the Pension Trust Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et. seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

ARTICLE 24

TECHNOLOGICAL CHANGE

Section 24.01

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

In the event the Employer introduces major technological change, which for the purpose of this Article is defined as price marking and electronic scanner which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such change will be given to the Union.

In addition, the parties agree:

- a) The Employer has the right to install such equipment.
- b) Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
- c) Where employees would be displaced by such installation, the Employer will make every effort to affect a transfer.
- d) If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:
 - The employee had two (2) or more years of continuous service.
 - Does not refuse a transfer within a twenty-five (25) mile radius.
 - Does not refuse to be retrained.
 - Such action does not occur more than one (1) year from date of installation.
 - Does not voluntarily terminate employment.
- e) Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.
- f) Severance pay would equate the average number of hours worked the fifty- two (52) weeks preceding displacement, not to exceed forty (40) hours straight-time.

ARTICLE 25

STORE CLOSING

Section 25.01

In the event the Employer closes or sells a store and employees are terminated as a result thereof, pro rata vacation and severance pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees up to, but not to exceed eight (8) weeks' pay at their regular rate.

However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

0-3 months equals twenty-five percent (25%) of a week's pay
3-6 months equals fifty percent (50%) of a week's pay
6-9 months equals seventy-five percent (75%) of a week's pay
Over 9 months equals one week's pay

Section 25.02

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

Section 25.03

Employees terminated as a result of store closing shall receive, in addition to severance pay, pro rata vacation pay.

Section 25.04

The Employer shall continue contributions to the Pension and Health and Welfare Trust funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section 25.05

All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

Section 25.06

The Employer agrees to give to the employees and the Union sixty (60) days' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the store closes or forfeits their rights under this Article, unless mutually agreed to by the employee, Employer, and the Union.

Section 25.07

No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, or remodeling, then this Article shall not apply.

Section 25.08

No benefits shall accrue under the terms of this Article if the employee refuses a transfer within a twenty-five (25) mile radius.

Section 25.09

Any employee who is terminated and who is eligible for, and accepts severance pay, forfeits all seniority, and recall rights. An employee who does not accept severance pay shall retain their recall rights for a period of six (6) months, and if still not recalled by the Employer, shall then receive their severance pay and has no further recall rights.

ARTICLE 26 **MARKETPLACE STORES**

Section 26.01

The Employer will notify the union in each instance of classifying a store with the "Marketplace" designation.

The Employer will assign to each Marketplace location an "Apparel Department Leader." The Apparel Department Leader will be paid the Department Leader rate established on the Schedule A wage page.

An Apparel Department Leader will be a department leader to the following sub-departments:

- Apparel Lead Clerk
- Domestic Lead Clerk
- Toys & Storage Lead Clerk
- Kitchen Place Lead Clerk

The Apparel Department Leader position will not replace the Drug GM Department Leader position.

For Marketplace designated stores, each of the sub-departments (Apparel, Domestic, Toys & Storage, and Kitchen Place) will have a lead position. These departments lead positions will be a Key Position Classification position at the employer's current rate upon satisfactory completion of training and upon certification.

Each individual will be trained at the Employer's expense and on the Employer's timetable. After the training, each will be tested within 30 days both on knowledge and work environment application. Each successful candidate will then be certified in the position and shall begin receiving the Key Position rate of pay.

The employer reserves the right to remove any employee from the Key Position Classification for performance related reasons including the failure to maintain "best practices" measurements for the average group performance in the Division.

ARTICLE 27
EXPIRATION

This Agreement shall continue in effect through June 6, 2026, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party, sixty (60) days prior to the expiration date, or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement

IN THE WITNESS WHERE OF, the said parties have caused duplicate copies to be executed by their duly authorized officers' this _____ day of _____.

For the Employer:

For the Union:

Date

Date

LOCAL 1000 SCHEDULE "A" WAGES
DALLAS METROPLEX
SCHEDULE "A" - WAGES - COMPREHENSIVE
Dallas Clerks

The following scale of wages shall be the minimum for employees covered by this contract. On the first full payroll period on or after:

<u>CLASSIFICATIONS</u>	<u>Effective</u> <u>6/5/2022</u>	<u>New Progression</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>11/5/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>
<u>Courtesy Clerks</u>		<u>Courtesy Clerk Classification</u>				
Start	\$9.50	Start	\$9.75	\$11.00	\$11.75	\$12.50
6 Months & thereafter	\$9.75	After 9 months	\$10.00	\$11.35	\$12.10	\$12.85
		After 18 months		\$11.70	\$12.45	\$13.20
<u>Level 2 & Level 3</u>		<u>Classification</u>				
(L3 includes P.T. Floor Supervisors, Cake Decorator, Office Clerk, Overnight Grocery Stockers)	<u>Effective</u> <u>6/5/2022</u>	<u>Food Clerk Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>11/5/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>
Start	\$11.50	Step 1 (0 - 25.99 avg hrs)	\$12.00	\$14.00	\$14.50	\$15.00
12 months	\$12.00		\$12.50			
24 months	\$12.50	Step 2 (26 - 31.99 avg hrs)	\$13.00		\$15.65	\$16.15
36 months - PT Cap	* \$13.45		\$15.15			
48 months	\$14.25	Step 3 (32 - 37.99 avg hrs)	\$16.35		\$16.85	\$17.35
60 months	\$16.55	Step 4 (38+ avg hrs)	\$17.55		\$18.05	\$18.55
<u>Red Circled F.T. Clerks</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Red Circle Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>	
Hired Prior 90'	\$18.80	Hired Prior 90'	\$19.80	\$20.30	\$20.80	
<u>Level 4 Positions</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Key Position Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>	
One - Full Time Lead Office Clerk, Lead Cake Decorator, Receiver Lead, File Lead, and Marketplace Leads (4).	\$16.75	One - Full Time Lead Office Clerk, Lead Cake Decorator, Receiver Lead, File Lead, and Marketplace Leads (4).	\$17.75	\$18.25	\$18.75	
<u>Level 4 Specialty</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Speciality Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>	
Bistro Chef, SRS, Wine Consultant, Fuel Lead, and Nature's Market (As deemed necessary by Employer)	\$16.75	Bistro Chef, SRS, Wine Consultant, Fuel Lead, and Nature's Market (As deemed necessary by Employer)	\$17.75	\$18.25	\$18.75	
<u>Certified Specialist</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Certified Specialist Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>	
Starbucks AST		Starbucks AST				
Murray's Cheese Master	\$0.50	Murray's Cheese Master	\$18.05	\$18.55	\$19.05	
Wine Certified Level 1		Wine Certified Level 1				
(As deemed necessary by Employer)		(As deemed necessary by Employer)				
	<u>Effective</u> <u>6/5/2022</u>	<u>Merchandising Lead Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>	
Floral Lead, Frozen Lead, Dairy Lead, Starbucks Lead	\$1.00	Floral Lead, Frozen Lead, Dairy Lead, Starbucks Lead, eComm Lead	\$18.55	\$19.05	\$19.55	
(As deemed necessary by Employer)		(As deemed necessary by Employer)				

<u>Department Head Assistants</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Assistant Department Leader</u> <u>Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>
Deli, Bakery, Drug, CSM, Produce	\$1.00	Deli, Bakery, Drug, CSM, Produce	\$18.55	\$19.05	\$19.55

<u>Department Heads</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Department Leader Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>
Under \$500K w/o Rx & Fuel	\$20.50	Under \$500K w/o Rx & Fuel	\$21.50	\$22.00	\$22.50
\$500K - \$750K w/o Rx & Fuel	\$21.00	\$500K - \$750K w/o Rx & Fuel	\$22.00	\$22.50	\$23.00
Over \$750K w/o Rx & Fuel	\$21.50	Over \$750K w/o Rx & Fuel	\$22.50	\$23.00	\$23.50

<u>Convenience Store Manager</u>	<u>Effective</u> <u>6/5/2022</u>	<u>Convenience Store Leader</u> <u>Classification</u>	<u>Effective</u> <u>6/4/23</u>	<u>Effective</u> <u>6/2/24</u>	<u>Effective</u> <u>6/1/25</u>
(As deemed necessary by Employer)	\$18.40	(As deemed necessary by Employer)	\$19.40	\$19.90	\$20.40

Overnight Premium shall only apply to overnight Grocery Clerks who work between the hours of 10p and 8a	Current	6/4/2023	2/4/2024
	\$1.00	\$1.50	\$2.00

Wage Rules For Store Clerks, Level 2 & Level 3: Effective 6/4/2023

*Bargaining Note: Current Part-Time (status 4) employees at \$13.45 will be placed at Step 2, upon ratification. Current Full-Time (status 1) & Part-Time with Rate Benefit (status 3) employees at \$13.45 with 0 - 23.99 months of service will be placed at Step 3, upon ratification. Current Full-Time (status 1) & Part-Time with Rate Benefit (status 3) employees at \$13.45 with 24+ months of service will be placed at Step 4, upon ratification.

*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 twenty-six (26+) weekly hours over the employer's standard twelve (12) month measurement period.

*Employees at the 2nd step have the ability to progress to the 3rd step if they average thirty-two (32+) weekly hours over the employer's standard twelve (12) month measurement period.

*Employees at the 3rd step have the ability to progress to the 4th step if they average thirty-eight (38+) weekly hours over the employer's standard twelve (12) month measurement period.

*Employees at the 4th step (top rate) who fail to average thirty-eight (38+) weekly hours over the employer's standard 12 month measurement period will fall back to the 3rd step in the pay scale, but have the ability to requalify for the top rate if they average thirty-eight (38+) hours in a subsequent year.

*Employees who qualify for the 2nd or 3rd step of pay will not fall below that step due to a decrease in hours.

*The employer'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.

*Employees will first become eligible to move between steps on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.

Lump Sum Information	
<u>Job Description</u>	<u>Lump Sum</u>
APPAREL/DEPT LEADER	\$ 400.00
BAKERY/DEPT LEADER	\$ 400.00
CUSTOMER SVC/DEPT LEADER	\$ 400.00
DELI/DEPT LEADER	\$ 400.00
DRUG-GEN MDSE/DEPT LEADER	\$ 400.00
PRODUCE/DEPT LEADER	\$ 400.00
BAKERY/ASST DEPT LEADER	\$ 350.00
CUSTOMER SVC/ASST DEPT LEADER	\$ 350.00
DELI/ASST DEPT LEADER	\$ 350.00
DRUG-GEN MDSE/ASST DEPT LEADER	\$ 350.00
PRODUCE/ASST DEPT LEADER	\$ 350.00
PRODUCE/PRIMETIME ASST DEPT LEADER	\$ 350.00
RED CIRCLED CLERK	\$ 350.00
APPAREL/LEAD CLERK	\$ 300.00
BAKERY/LEAD CAKE DECORATOR	\$ 300.00
BEER-WINE-LIQR/SPECIALTY WINE STEWARD	\$ 300.00
CHEESE SHOP/LEAD CLERK	\$ 300.00
CHEESE SHOP/MURRAY'S CHEESE MASTER	\$ 300.00
DAIRY/LEAD CLERK	\$ 300.00
DELI/STORE CHEF	\$ 300.00
DOMESTICS/LEAD CLERK	\$ 300.00
FLORAL/LEAD CLERK	\$ 300.00
FROZEN FOOD/LEAD CLERK	\$ 300.00
FUEL CENTER DEPT LEADER	\$ 300.00
FUEL CENTER/LEAD CLERK	\$ 300.00
KITCHEN PLACE/LEAD CLERK	\$ 300.00
NUTRITION/LEAD CLERK	\$ 300.00
STARBUCKS/AST BARISTA	\$ 300.00
STARBUCKS/LEAD BARISTA	\$ 300.00
STORE/LEAD OFFICE CLERK	\$ 300.00
STORE/LEAD RECEIVER	\$ 300.00
STORE OFFICE/STR ORIENT ADMIN	\$ 300.00
STORE/PRICE INTEGRITY LEAD CLERK	\$ 300.00
TOY & STORAGE/LEAD CLERK	\$ 300.00
WINE STEWARD LEAD	\$ 300.00
e-COMMERCE/DEPARTMENT LEAD	\$ 300.00
TOP OF SCALE (\$16.55)	\$ 300.00

12 Month Standard Measurement Period Administration

12-Month Measurement Periods:

New hires will initially be measured after their 12th month of service. The employee's full-time and part-time status will be determined by their average weekly hours over the 12-month initial measurement period and will become effective on the first day of their 13th month of service. The employees' status will remain the same for at least the 12 months following their initial measurement date.

After Initial Measurement Period:

Employees will be measured over the Employer's standard measurement period. This period will begin on the payroll period that begins on the Sunday closest to October 1st of each year and conclude on the Saturday of the payroll period that ends closest to September 30th. This period will not exceed twelve (12) months. An employee's status, determined by the standard measurement period, will be effective from January 1st through December 31st of the following year. Status will be based fully on average hours worked during their measurement period. All compensable absence pays, (i.e., vacation/personal holiday, overtime etc.) shall be counted as time worked for all measurement periods.

Transition to 12-month measurement periods and new hourly requirements:

The Employer will use the "qualifying language" of the respective contract dated 06/07/2020 – 06/08/2024 to determine full-time or part-time status until June 1, 2024. Effective, January 1, 2024, employees will maintain their status level as of December 31, 2023, for the remainder of 2024 calendar year. For the calendar year 2025 and thereafter, the Employer's standard measurement period will be used to determine an employee's status moving forward for each calendar year after (October 2023 – September 2024).

LEVEL WAGE ADMINISTRATION

Courtesy Clerk Classification - Employees who would perform general courtesy clerk duties. The Courtesy Clerk's service shall not be considered in determining their rate of pay upon promotion to Step 1 of the Food Clerk wage scale. Courtesy clerks shall be allowed to maintain the area of the check stands and customer entrances in an orderly condition through clean-up work. Stock supply items throughout the store, which shall not include merchandise for sale. Verify prices against shelf merchandise, return rejected merchandise to shelf, get change for checkers, handle and assist with outdoor plants, Christmas Trees, and products, handle/assemble seasonal merchandise, and assist with Floral tent selling. Perform all duties related to shelf facing/blocking.

Courtesy Clerks can perform all required sanitation duties throughout the stores including, but not limited to, cleaning of parking lot, exterior and interior of the store, restrooms, lunchrooms, floor cleaning, sweeping, mopping, and dusting of the store, cleaning of shelves and cases (including the removal from and restocking of shelf/case), etc. Additionally, they can perform general maintenance duties such as changing light bulbs (except for ceiling lights), light painting, etc.

In the event of any violation of this section, the Union shall notify the Employer, in writing, stating the store in which the violation occurred. If the violation is substantiated, the most senior Courtesy Clerk will be paid for all hours worked on the day the violation took place at the appropriate Food Clerk Step 1 wage rate.

In the event of a second (2nd) violation of this section occurring within the same store, the Union shall have the right to terminate the Courtesy Clerk classification for a period of three (3) months in the store involved.

In the event a third (3rd) violation should occur in a store, then the Union shall have the right to terminate the Courtesy Clerk classification for a period of one (1) year in the store in which the violations have occurred.

Where the Union exercises its right to terminate the Courtesy Clerk classification, then those employees working in the store under the Courtesy Clerk classification shall be promoted to Step 1 of the Food Clerk classification, and that rate shall prevail thereafter for such employees.

Employees in the **Food Clerk Classification (Part-time or Full-time)** can perform any type of work in the store with training and demonstrated skills, i.e., checker, produce, floral, grocery, drug/GM, deli, and bakery.

While not a Food Clerk per se, Fuel Clerk will fall in the same wage steps as Food Clerks. A Fuel Center Clerk's responsibility will be to perform all tasks associated with the operation of the Fuel Center as directed by store management. The employer may utilize any vendor service available to the trade at no additional cost.

Employees in the **Key Position Classification** fill specific sections/work assignments in their departments. These employees may provide direct/close supervision of Courtesy Clerks and may provide guidance to those clerks in the Food Clerk classification. Positions include: one employee assigned to Cash Office Lead, Lead Cake Decorator, Lead Receiver, and Lead File Clerk, based on the needs of the business, i.e., 40-hour schedule available.

Department Leads for the Marketplace Stores; Apparel Lead Clerk, Domestics Lead Clerk, Toys & Storage Lead Clerk, and Kitchen Place Lead Clerk are assigned to the Key Position Classification.

Employees in the **Specialty Classification** fill specific sections/work assignments in their departments. These employees may provide direct/close supervision of clerks in the Food Clerk classification. Positions include Bistro Chef, SRS (Store Recruiting Specialist), Wine Consultant and/or Wine Lead, Fuel Lead, and a Nature's Market Lead as deemed necessary by Employer and a 40-hour schedule availability.

Employees in the **Certified Specialist Classification** fill specific sections/work assignments in their departments and require a certification. These employees may provide direct/close supervision of clerks in the Food Clerk classification. Positions include Starbucks AST, Murray's Cheese Master, and a Wine Certified Level 1 employee as deemed necessary by Employer and a 40-hour schedule availability.

Employees in the **Merchandising Lead Classification** fill specific sections/work assignments in their departments. These employees may provide direct/close supervision of clerks in the Food Clerk classification. Positions include Frozen Lead, Floral Lead, Dairy Lead, Starbucks Lead, and eComm Lead positions as deemed necessary by Employer and a 40-hour schedule availability.

Employees in the **Assistant Department Leader Classification** fill specific sections/work assignments in their departments and require the successful completion of the Employer's Assistant Department Leader training program that contains on-the-job training, web-based learning, and certification by a representative (i.e., District HR Leader or Division level Merchandising Specialist) of the Employer. These employees provide direct/close supervision of clerks in the Food Clerk classification and potentially leads in Key Positions, Specialty Positions, Certified Specialists, and Merchandising Leads. The Assistant Department Leader Classification can provide relief for the Department Leader and can perform all aspects of the same as outlined in Article 7.02.

Department Leader Classification are employees responsible for managing specific departments and supervise, schedule, order, inventory, etc. An employee, who desires consideration for Department Leader training, shall notify the Store Leader and Business Representative in writing.

General Merchandise Manager will be appointed in a store when determined necessary by management.

Employees promoted to the Key Position Classification, Specialty Classification, Certified Specialist Classification, Merchandising Lead Classification, Assistant Department Leader Classification, or Department Leader Classification, who are subsequently reassigned and/or demoted will return to the appropriate Step rate of pay based on the step the employee was promoted out of, plus any contractual increases and a lookback of the average hours worked as determined by the Employer's standard measurement period.

The Schedule "A" Wage Scale outlines the respective rates for each position listed above.

APPENDIX “A”

Assistant Department Leaders

Stores with Department Leaders classified as Sales Volume 2 or 3 may employ an Assistant Department Leader for each Department of the store. This is not a required position and management may elect not to assign the position.

e-Commerce Lead

At a minimum, an e-Commerce Lead will be present at all designated stores that have a Pickup department. In the event an employee is assigned as an e-Commerce Lead, then such employee shall be paid in accordance with the appropriate wage identified in the Local 1000 Schedule “A” Wages.

Lead Fuel Clerks

Management may assign a fuel clerk to the position of Lead Fuel Clerk. This is not a required position and management may elect not to assign the position. In the event an employee is assigned as a Lead Fuel Clerk then such employee shall be paid in accordance with the appropriate wage identified in the Local 1000 Schedule “A” Wages.

Bistro Chefs

Management may assign an employee to the position of Bistro Chef. This is not a required position and management may elect not to assign the position. In the event an employee is assigned as a Bistro Chef, then such employee shall be paid in accordance with the appropriate wage identified in the Local 1000 Schedule “A” Wages.

Floral Lead

The employer agrees to pay Floral Leads a Premium Rate of three (\$3) dollar per hour for work performed in the six (6) days preceding and including Valentine’s Day and the six (6) days preceding and including Mother’s Day.

Department Leaders

Department Leaders working in stores which the previous calendar year had sales volume less than \$500,000 without Rx and Fuel shall be classified as Sales Volume 1 Department Leaders.

Department Leaders working in stores which the previous calendar year had sales volume equal to \$500,000 or less than \$750,000 without Rx and Fuel shall be classified as Sales Volume 2 Department Leaders.

Department Leaders working in stores which the previous calendar year had sales volume equal to or more than \$750,000 without Rx and Fuel shall be classified as Sales Volume 3 Department Leaders.

APPENDIX "B"

UFCW AND EMPLOYERS PENSION FUND (the "Plan")

Trustees' Understanding

December 30, 2009

It is understood that any actions required to be taken by The Kroger Co. ("Kroger") and the United Food and Commercial Workers Union ("UFCW") Local 1996 as bargaining parties will apply to all collective bargaining agreements between Kroger and the UFCW which require that contributions be made by Kroger into the Fund.

It is further understood that actions described below will be conditioned on the fact that the Plan is certified by the plan actuary to be in Critical Status for the 2010 Plan Year and that the plan actuary shall make their certification as soon as possible in 2010.

1. The Social Security Level Income Option will cease to be available for all retirements effective as soon as possible following actuarial certification of PPA '06 status in 2010.
2. As soon as possible following actuarial certification in PPA '06 status in 2010, all adjustable benefits for inactive participants will be eliminated.
3. All future accruals shall be based on a Normal Retirement Age of 65 whether or not retirement is directly from active service in covered employment. Pensions commencing prior to Normal Retirement Age shall be actuarially reduced.
4. All subsidies for retirements prior to age 65 shall be preserved as to accrue benefits as of December 31, 2012, on a "wear away" basis. In other words, participants retiring on and after January 1, 2013, shall have their pensions calculated as the greater of (a) the pension accrued as of December 31, 2012, paid in accordance with the terms of the Plan as then in effect and (b) the pension accrued as of the termination of employment reduced, if applicable, for retirement prior to age 65 on an actuarial equivalent basis.
5. All actuarial increases for late retirement shall be eliminated to the extent possible as determined by fund counsel.
6. With respect to service earned after January 1, 2010, the following benefit rates shall apply:
 - a. Participants hired prior to July 1, 2004: \$40.00
 - b. Participants hired after July 1, 2004, but before January 1, 2010: \$30.00
 - c. Participants hired on or after January 1, 2010: \$16.00
7. The method of determining withdrawal liability under the Plan shall be changed from the Presumptive Method under section 4211(b) of ERISA to the Direct Attribution Method under section 4211(c)(4) of ERISA.
8. Kroger and the UFCW will agree to open the pension article of all participating Kroger Collective Bargaining Agreements in the Plan for the sole purpose of increasing the employer contribution rates with respect to covered employment on or after the effective dates shown below:

Effective Date	Increase Per Hour
First Month after 2010 Actuarial Certification	15¢
January 1, 2011	15¢
January 1, 2012	15¢
January 1, 2013 (If a 4-year contract is negotiated in Atlanta)	15¢

9. Appropriate actions shall be taken so that the surcharges on employer contributions, if any, required by IRC Section 432 will be "netted out" of the contribution increases specified in Item 8 above.
10. The Board of Trustees hereby directs the plan actuary to apply for a ten year amortization extension under IRC Section 431(d) for all charge bases in existence for the 2009 Plan Year.
11. The Board of Trustees will continue to explore alternative means of improving the Plan's funding status such as single sum contributions and transfers of unfunded liability out of the Plan in lieu of some or all of any remaining contribution increases specified in Item 8 above, or Item 12 below, on an actuarially equivalent basis as defined below. Any action taken will apply to all collective bargaining agreements between Kroger and the UFCW which require that contributions be made by Kroger into the Fund.
12. In the event the above actions, reflecting annual 2009 investment returns and legislative relief enacted on or before November 25, 2010, are not sufficient to enable the Plan to emerge from Critical Status by the end of the Rehabilitation Period, then further adjustments will be reflected in the Preferred Schedule of the Rehabilitation Plan in accordance with the following:
 - a. If there are optional provisions in such legislative relief, the Board of Trustees will elect those options which would minimize any required contribution increases described in Item 8.
 - b. Contribution increases benefit accrual rates, or both, as agreed upon by the Board of Trustees, will be changed to satisfy the requirements of a valid schedule for the Preferred Schedule of the Rehabilitation Plan.

As a further clarification of the proposal, the Trustees agreed that an actuarial certification should be made by January 4 or 5, 2010 and that the notice should be mailed on February 2, 2010, in order that participants retiring with an effective date of February 1, 2010, can retire with and receive a level income option if they should so elect.

ATTACHMENT “A”

Health and Care Management

Direct Trustees to Implement Integrated Health and Care Management Programs. The programs shall be designed to progress over the term of the Agreement to “best-in- class” levels with respect to the key characteristics listed below:

- Quality education campaign for all participants
- Superior participant communications, including robust web tools
- Superior participant information tools
- Analytics measuring participation, compliance, and results
- Very strong comprehensiveness of programs
- High levels of integration
- Strong physician behavior change mechanisms
- Significant levels of medical and drug trend reduction

These health and care management programs may include services that are currently available through existing vendors and may include services such as health risk assessment surveys, nurse help lines, targeted disease and chronic medical management and complex care management services.

Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:

- Hypertension
- High cholesterol
- Diabetes control drugs
- Asthma
- Glaucoma
- Osteoporosis

Drug Class	Co-Pay (Retail)
Generic	\$5
Formulary Brand	10% but not less than \$15
Non-formulary Brand	12.5% but not less than \$20

It is understood that the employer will continue to evaluate the effectiveness of including these scheduled drug categories on Plan costs. The employer may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower trust fund plan costs and trend.

- Preventive health care at medically appropriate times (see below)

Service	PPO coverage (In-network)
Mammography	Plan pays 100%
Routine Annual Physical Exam	Plan pays 100%
Well-baby care	Plan pays 100%
Childhood Immunizations	Plan pays 100%
Papanicolaou (Pap) smear and pelvic examination	Plan pays 100%
Prostate specific antigen (PSA) testing	Plan pays 100%
Colonoscopy	Plan pays 100%

Utilize nationally recognized guidelines preferably the U.S. Preventive Service Task Force recommendation as a basis for coverage.

Side Letter
Regarding excess funds in the Med1000 Health and Welfare Fund
Between Kroger Texas L.P. - Dallas Division
And
UFCW Local 1000

The following memorializes the agreement between the Kroger Dallas Division and UFCW Local 1000. This document is valid for the term of the CBA that was ratified in September 2020.

The gross fund asset* target is \$12 million. If gross assets exceed this asset level as of August 31 of each calendar year, beginning 2021, the following action will be taken in the fourth quarter of each year to bring gross assets back to \$12 million:

1. The Employer will receive contribution holidays of \$9 million on gross fund assets that have exceeded the \$12 million minimum asset target over the contract period.
2. Once the Employer has received a cumulative \$9 million worth of contribution holidays, any additional assets that exceed the \$12 million asset target will be split equally between the employer and the fund participants. The employer will receive contribution holidays for the employer portion of excess gross assets, while the participant share of excess gross assets will remain in the fund. The trustees shall use the participants' portion of excess reserves to the benefit of the participants based on guidance from their union representatives.

*Gross assets include cash, investments, and receivables less payables and future eligibility liability of the Fund.

Signatures of Authorized Representatives:

For the Employer:

For the Union:

Date

Date

**Letter of Understanding VOC Program
Between Kroger Texas L.P. – Dallas Division
And
UFCW Local 1000**

This letter of understanding entered into between UFCW Local 1000 and the Dallas Marketing Area of the Kroger Company.

The Kroger Marketing Area will schedule off two employees per store beginning from 6:00pm on Friday and scheduled off Saturday and Sunday. The rest of the week's schedule for these employees is to be treated as a normal schedule based on job demand. No employee will have any reduction in hours and all hours shall be worked Monday thru Friday. These employees will be used to perform union activities on weekends. Should the need arise due to the needs of business, the Employer can request the VOC(s) be released to work a weekend. The Union would ask for at least a (7) day notice of such request.

There are several considerations that govern this selection:

1. No Department Leaders
2. No Assistant Department Leaders
3. No Leads from the Certified Specialist nor the Merchandising Lead Classifications
4. No SRS Clerks from the Specialty Classification
5. No DSD Receivers from the Key Position Classification
6. No Floral Clerks
7. No more than two (2) employees per store, except Marketplace stores allowing three (3) per store.

During the period beginning the weekend prior to Thanksgiving and ending the weekend of New Year's, the employees on the VOC program will be scheduled to meet the needs of the business.

This letter of agreement will become effective upon ratification and shall remain in force during the term of the Collective Bargaining Agreement.

For the Employer:

For the Union:

Date

Date

**Letter of Understanding Orientation Materials
Between Kroger Texas L.P. – Dallas Division
And
UFCW Local 1000**

The Union and the Employer will continue to work towards positive relations, in accordance with Articles 19.06 and 19.13, of the Current Agreement.

Further, the Employer agrees not to show materials referencing the Union and/or membership in the Union during the Orientation program.

Further, the Employer will allow the Union presentation during the Orientation program to start at the first reasonable stopping point of the Employer's presentation. The Union's presentation will be approximately thirty minutes with a grace period for questions. The Union and Employer's verbiage to the new hires will present a positive image of the Employer as well as promote the positive working relationship between the Union and Employer.

A member of management will sit in on the Union's presentation provided they do not interrupt or take questions.

For the Employer:

For the Union:

Date

Date

**Letter of Understanding
Measurement Period Hour Reporting
Between Kroger Texas L.P.
And
UFCW Local 1000**

On or before April 1, 2024, the Employer agrees to provide to the Union, in electronic format, on a quarterly basis a list of active employees and their rolling average hours worked toward the Employer 12-month measurement period.

Furthermore, the Employer agrees to remit to the Union no later than December 1st annually (starting 2024) the final calculation of employee average hours worked, and effective January 1 step placement, per the measurement period.

For the Employer:

For the Union:

Date

Date

**Letter of Understanding Electronic Transfer of Work Schedules
Between Kroger Texas L.P. - Dallas Division
And
UFCW Local 1000**

The Union and the Employer will continue to work towards improving the electronic exchange of information including work schedules.

If and when the Employer can share schedule data in a mutually agreeable format with the Union, then both parties will make good faith efforts to facilitate this electronic transfer in a secure manner.

The preferred format, technical details, timeliness, and specifications of the electronic transfer of schedules will be discussed in accordance with national meetings taking place between the UFCW International Union and the Kroger Company.

For the Employer:

For the Union:

Date

Date

**Letter of Understanding
Union Store Steward Shirts
Between Kroger Texas L.P. – Dallas Division
And
UFCW Local 1000**

Union Store Stewards will be allowed to wear a Union provided shirt identifying them as stewards provided none of the lettering, stitching, logos, or verbiage exceed a total of 4 inches in height and 5 inches in length.

Union Store Stewards will still be required to comply with all other uniform guidelines outlined in Article 9.16.

For the Employer:

For the Union:

Date

Date