

INDEX

UNITED FOOD AND COMMERCIAL WORKERS LOCAL

#204 KROGER AIKEN, SOUTH CAROLINA STORE

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TERM: March 8, 2020 through March 9, 2024

AGREEMENT

This Agreement has been entered into between Kroger of Aiken, South Carolina, hereinafter designated as the Employer, and the United Food and Commercial Workers Local No.204 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 the 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

- A. The Union shall be the sole and exclusive bargaining agent for employees in the classifications defined in Schedule "A" attached.
- B. The rates of pay, wages, hours and other terms and conditions of employment of this Agreement shall apply to all employees of the Employer, as mentioned in attached Schedule "A", at the Employer's Aiken; South Carolina store, except for and excluding the following:
Unit Manager, Assistant Manager(s), Professional Pharmacy Department employees, Security employees, Demonstrators, all Clerical employees not working in the sales and storage area, and Management Trainees.
- C. Once each month the Employer will notify the Union in writing of all employees hired or reinstated into this store Employees name, home address, job classification pay rate store number full or part time status, and hire date.

ARTICLE 3. SHOP CONDITION

- A. The Employer reserves the right to secure new employees from any source whatsoever. During the first sixty (60) days of employment a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.
- B. If and when an agency shop becomes legal, the parties agree to meet and discuss same.
- C. The following Shop Condition shall be effective if and when legal under State or Federal Law:

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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the sixty first (61st) day following the date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the sixty first (61st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph, the execution date of this Agreement shall be considered its effective date.

- D. The Employer agrees to deduct Union initiation fees as authorized and shall deduct Union dues from the pay each period of employees who are members of the Union and remit such deductions to Local Union 204 each period, provided, however, that the Union presents to the Employer voluntary signed authorization from the employees to cover such deductions. The Employer shall deduct Union dues on a weekly basis and will remit same on a monthly or period basis.
- E. The Employer will make a uniform deduction once each year, on the same week each year, from employees who have signed an active ballot club check-off card and this money will be forwarded to the President of Local 204.

ARTICLE 4. 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 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 rules and regulations covering the operation of the store, 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 or for the purpose of invalidating any contract provision.

ARTICLE 5. DISPUTE PROCEDURE

- A. The Union shall have the right to designate four (4) Shop Stewards (two (2) stewards and two (2) alternate stewards) for the store. The Shop Stewards may act for the Union in the collection of dues from Union members and explaining the facts and status of the Union to the employees. The Union shall notify the Employer of the Shop Stewards selected and any necessary revisions due to changes. The Shop Stewards shall be the last employees to be laid off.

- B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:
- Step 1. By conference between the employee, the Union representative, the Shop Steward, or all of them and the Unit Manager of the store.
 - Step 2. By conference between the employee, the Union representative, the Unit Manager, or all of them and the District Management representative. If Step 2 does not settle the dispute within three (3) working days, it may be taken to Step 3.
 - Step 3. By conference between the Union representative and such Management representatives as the Employer may designate.
 - Step 4. In the event the last Step fails to settle the complaint, it must be referred to the Board of Arbitration within two (2) weeks if a dispute still exists.
- C. 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 ten (10) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of fifteen (15) arbitrators from which the-third arbitrator shall be chosen. The third arbitrator shall be chosen by the-alternate striking of names. The decision of the-majority shall be binding on both parties. The expenses of the third arbitrator shall be paid for jointly.
- D. The Employer may, at any time, discharge any worker for proper cause. The Union, if it wishes to contest the discharge, may file a written complaint within seven (7) calendar days with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within seventy-two (72) hours, it shall be referred within forty-eight (48) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge; the Employer shall reinstate the employee in accordance with the findings of the Board.
- E. Lengthy discussion between employees and representatives of the Union, including the Shop Stewards or among themselves concerning disputes, shall not take place during working hours.
- F. The Unit Manager of a store shall grant to any accredited Union official access to the store at any time that the store is open for business for the purpose of satisfying himself that the terms of this Agreement are being complied with. It is understood, however, that the Union official will, upon entering the store, make his presence known to the Unit Manager.

- G. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened. Grievances not settled in Step 2 shall be reduced to "Writing.
- H. There shall be no discrimination against any employee because of Union membership. The Employer further agrees that there shall be no discrimination against any Shop Steward as a result of the performance of his/her responsibilities.
- I. In the interest of promoting cooperative relations, a member of management will introduce each new employee in the store to the Union Shop Steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the Shop Steward shall give the new employee a copy of the contract and shall explain its operations. The Shop 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.

ARTICLE 6. NO STRIKE -NO LOCKOUT

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. Nothing contained herein, however, shall compel any employee to walk through a legal labor picket line set up as a part of a duly authorized strike and legally called strike against the-Employer. It is understood, however, that employee-s-shall complete the work at hand and properly account for money, merchandise and other property in their custody which belongs to the Employer. In the event a picket line, strike, or work stoppage by any organization other than Local #204 occurs, at least forty-eight (48) hours' notice will be given by Local #204 if they honor or sanction said picket line, strike or work stoppage.

ARTICLE 7. OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement without prior discussion with the Union.

ARTICLE 8. OTHER WORK

Employees shall perform any work which management may direct with the understanding that when employees are assigned to a job with a lesser rate, they will be entitled to their regular rate of pay, unless due to a decrease of work, they are regularly assigned to a lower rated job and desire to retain such job rather than accept a layoff.

ARTICLE 9.

WAGES

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

- B-1. Previous proven retail or comparable experience shall be the basis for determination of the employee's rate of pay. Previous experience must be stated at the time of employment and shown on the application for employment, otherwise the employee forfeits any claim under this provision. Previous experience will be limited to five (5) years. No experience credit will be considered after 30 days from date of hire. The Employer reserves the right to consider any additional experience for hard to hire positions.

- B-2. The Employer shall have the right to make the final determination regarding credit given towards rates of pay.

ARTICLE 10.

EMPLOYEE DEFINITION

Any employee that is scheduled and works forty (40) hours per week for twelve (12) consecutive weeks shall be considered a full-time employee, and entitled to the wages and working conditions of a full-time employee. Any employee who is scheduled less than forty (40) hours per week is a part-time employee. A full-time employee who works less than forty (40) hours per week for twelve (12) consecutive weeks will be disqualified from full-time status.

ARTICLE 11.

WORKING CONDITIONS

- A. The hours for each employee shall be scheduled by the Employer. A work schedule for the succeeding week for employees who work regularly will be posted by department, and that the employee's first and last name on the schedule shall reasonably identify the individual. The schedule will be posted by 4:00 p.m. on Friday of the current week. Employees will be entitled to the week's schedule of work with the most hours within their department in accordance with their seniority, classification and ability to perform the work required.

- B. The workweek shall be considered Sunday through Saturday. The workweek for full-time employees shall be worked in not more than five (5) days. Time worked on Sunday and holidays shall be paid at time and one-half (1 yr.) for full-time employees. Part-time employees will receive one dollar (\$1.00) per hour premium for Sunday and holiday work. Courtesy Clerks will be paid straight-time for Sunday and holiday work. All work in excess of forty (40) hours per week shall be paid at time and one-half (1 yr.). There will be no pyramiding of premium pay, and any hours paid at premium pay will not be counted in computing overtime.

Employees on the payroll as of August 27, 1987 (January 17, 1988 for Meat and Seafood employees), shall have their Sunday and holiday premium grandfathered (meaning they will keep what they are presently receiving i.e., time and one-half , one dollar (\$1.00) or straight-time with no change (increase in premium). All employees hired after August 27, 1987 (January 17, 1988 for Meat and Seafood employees) and present Courtesy Clerks shall be paid straight-time for Sunday and holiday work.

- C. Time and one-half shall be paid on the weekly basis or on a Sunday basis, whichever is greater, but in no case on both. No employee shall accept time off as compensation for overtime.
- D. Part-time employees will not be scheduled or called in to work more than thirty-nine (39) hours in a workweek. Part-time employees will be scheduled for a minimum of twelve (12) hours per week, Sunday through Saturday, providing it is mutually agreeable between the employee and Employer.
- E. There shall be a break of a minimum of ten (10) hours between shifts, unless mutually agreed upon between the employee and the Employer. The Union and the-Employer will meet to resolve any issues related to this matter.

F-1. Holiday Eligibility is as follows:

Hired on or before 1-17- 1990.

Full-time employees are eligible for:

5 National Holidays as follows:

New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day
3 Personal Holidays = observed on a mutually agreed upon day

Hired on or before 1-17-1990

Part-time employees are eligible for:

5 National Holidays as follows:

New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day
2 Personal Holidays = observed on a mutually agreed upon day

2 years of service = 1 Personal Holiday

4 years of service = +1Personal Holiday

Hired after 1-17-1990 and have completed 1 year of service

Full-time and Part-time employees are eligible for:

5 National Holidays as follows:

New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day
2 Personal Holidays = observed on a mutually agreed upon day:

2 years of service = 1 Personal Holiday

4 years of service = +1 Personal Holiday

Hired on or after 7-28-2013 and have completed 1 year of service

Part-time employees are eligible for:

7 Personal Holidays = observed on a mutually agreed upon day

1 year of service = 3 Personal Holidays

2 years of service = +

2 Personal Holidays

4 years of service = +

2 Personal Holidays

- F-2. During a week in which one of the above holidays occurs, employees in a full-time status shall receive eight (8) hours straight-time pay and employees in a part-time status shall receive four (4) hours straight time pay in addition to wages earned unless absent the last workday before the holiday or the first workday following the holiday.

If absence is caused by proven illness or is authorized by management, such employee will receive the holiday pay provided the employee worked any part of the holiday week. If an employee takes a vacation during a holiday week, the employee shall receive an additional day off in lieu of the holiday.

Any employee working beyond 6:00 p.m. on Christmas Eve shall be paid at time and one-half (1 1/2) their hourly straight-time rate. Any holiday specified in this paragraph falling on Sunday will be celebrated on Monday.

- F-3. Courtesy Clerks are not eligible for holiday pay.

- G. A one (1) hour or one-half (1/2) hour lunch period on the employee's own time to be mutually agreed upon between Employer and employee shall be allowed for lunch in each full workday. The lunch hour shall not be scheduled until an employee has worked three (3) hours, and the employee will not be required to work more than five (5) hours prior to the beginning of the lunch hour. After an employee has worked eight (8) hours, the employee shall be entitled to a supper period of one-half (1/2) hour. The lunch period for night stockers shall be one-half (1/2) hour on the employee's own time.

- H. The Employer will supply any uniform apron(s) for its associates and the apron(s) shall be laundered by the associate. Ponchos shall be furnished in each store for Courtesy Clerks and they shall not be taken off the store premises. The Employer agrees to replace work out uniforms.

- I. Employees who work four (4) hours or more but less than eight (8) hours in a day shall receive a fifteen (15) minute rest period. Employees who work eight (8) hours or more in a day shall receive two (2) fifteen (15) minute rest periods.

A part-time employee shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked. However, no employee shall receive more than two (2) rest periods in a day. Such rest periods will be scheduled by the store manager, consistent with the needs of the business, but as close as possible to the middle of the half day. Employees shall punch a time clock in and out during rest periods. In case an employee takes more than fifteen (15) minutes on a rest period, such

time over the fifteen (15) minutes shall be deducted from another rest period that week. In no case will breaks be scheduled before the beginning of the second hour or after of the last hour.

- J. Employees who are required by the Employer to attend a meeting shall be paid for the time actually spent at such meeting at the employee's straight-time hourly rate, and for all authorized travel time in excess of one (1) hour each way. No meeting shall be held on Sundays or holidays. At the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at the applicable Marketing Area cents per mile.
- K. A night premium of two dollars (\$2.00) per hour shall be paid for work performed between the hours 10:00pm and 7:00am on a regularly assigned shift.
- L. During general elections, employees shall be granted time off to vote, without pay, but not more than two (2) hours, provided the employee is registered to vote and time off is necessary.
- M. An employee who is absent from work for three (3) consecutive working days without notifying the Unit Manager will be considered to have voluntarily quit.
- N. When a Department Head is relieved for five (5) days in a workweek, the Assistant Department Head will be paid at the rate of the employee he/she relieved. In stores where multiple Assistant Department Heads are appointed relief pay will be rotated among the Assistant Department Heads where mutually agreed upon.
- O. It is further understood the Company will have the ability to have third party businesses operate within the store independently upon mutual agreement between the Company and the Union.
- P. It is understood that associates can be assigned and scheduled to work in any department provided they have the ability to perform the work.

ARTICLE 12.

SENIORITY

- A. Unless otherwise provided, seniority shall be defined as the length of continuous service within a classification at a store covered by this Agreement. Classification seniority shall apply for the purposes of layoffs and rehiring in the store. In the event an employee is transferred within the store from one classification to another, his seniority date in the new classification shall be considered by his length of continuous service within the store bargaining unit. In the matter of promotions within the store, the Employer shall have the right to exercise his final judgment, after giving due regard to seniority. References in this section to "the

store" will be interpreted to include all stores within the city for "full-time" employees. Part-time employees within a classification will be given first consideration for promotion to full-time when a vacancy exists in the store; however, this shall not preclude an employee in another classification from requesting a transfer for such vacancy or a vacancy that might become available in his store. Such request must be made in writing to the Unit Manager. Part-time employees shall not accumulate seniority over full-time employees. Agreed upon seniority lists shall be established and available to the Union at all times. For the purpose of this Agreement, the following Sections are established: Standard Grocery, Specialty, Courtesy Clerks, Standard Meat, and Seafood.

STANDARD: MEAT SECTION: Full-time and Part-time Meat Clerks and Meat Cutters.

SEAFOOD SECTION: Full-time and Part-time Seafood Clerks.

STANDARD GROCERY SECTION: Full-time and Part-time Grocery, Produce, Front End Clerks.

SPECIALTY SECTION: Full-time and Part-time General Merchandise, Drug Lobby, Deli, Bakery, Cheese Snack bar, Floral Fragrance, and Nutrition Clerks.

COURTESY CLERK SECTION:

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and returnable containers; returns shopping carts to the store, fills bag racks, and performs general housekeeping duties such as mopping, sweeping, dusting, polished concrete nightly floor maintenance, shelf conditioning, including the removal of product as needed to perform cleaning activities; returns rejected merchandise to shelf or case; checks prices against shelf or case prices; handles and assembles seasonal merchandise including outdoor plants, Christmas trees; secures change from office, hangs signs, shelf tags, store decorations, unloads trucks, bales cardboard, transports merchandise to fuel kiosks (where they are 18 years of age and PIT certified) and refills D:S.D. Merchandise.

.. Courtesy Clerks are not allowed to stock non-D.S.D. merchandise:

When openings occur for part-time clerks, Courtesy Clerks shall be considered for openings based on ability, availability, seniority and interest in the position. Courtesy Clerks' service shall be considered in determining their rate of pay upon promotion to a part-time or full-time clerk. Time spent as a Courtesy Clerk will count toward attaining eligibility for Health and Welfare in the event of a promotion to a clerk.

The Employer agrees that the expansion of courtesy clerk duties shall not cause any employee hired prior to ratification "date" to experience a reduction of hours solely as a result of the implementation of this language.

The Union Representative will inform the Store Manager and Human Resources in writing of any violations of this section pertaining to Courtesy Clerks and shall result in the following remedy in the particular store where the violation occurs:

First Violation

The Union shall inform the Store Manager and Human Resources in writing.

Second Violation

The Union shall inform the Store Manager and Human Resources in writing and the most senior part-time employee shall be paid three (3) times their regular rate of pay for all hours the courtesy clerk worked that the most senior part-time employee could have worked.

Third Violation

The Union shall inform the Store Manager and Human Resources in writing and the most senior part-time employee shall be paid at four (4) times their regular rate of pay for all hours the courtesy clerk worked that the most senior part-time employee could have worked.

Fourth Violation

The Union shall inform the Store Manager and Human Resources in writing upon the fourth violation and the two (2) most senior courtesy clerks shall be reclassified to part-time. Recognition of their Courtesy Clerk service will be used to determine the rate of pay and to determine eligibility for Health and Welfare. It is understood that for purposes of this language, each store shall be considered separately and that no violation shall be active after 9 months have passed without a recurrence of a violation.

- B. Permanent vacancies for the position of Front-End Manager, Produce manager, Grocery Manager, Meat Market Manager, Head Drug Clerk, Seafood Manager, and Deli/Bakery Manager will be posted in each store covered by this Agreement for a minimum of four (4) days prior to the appointment, subject to the provisions of the above paragraph. Such notice shall be of uniform size and shall be posted in a prominent location where employees normally receive such notices, *i.e., bulletin boards, time clock, etc.*
- C. Seniority shall be considered broken if an employee is justly discharged by the Employer, if the employee voluntarily quits, if the employee has been laid off continuously for a period of more than twelve (12) months or if the employee is called back to work after layoff and does not report for work within one (1) week.

ARTICLE 13.

VACATIONS

- A. Once a vacation selection has been agreed to and scheduled, it shall be changed only by mutual agreement between the employee and the Employer, except in cases of emergency beyond the control of the Employer.

B. Vacation Eligibility is as follows:

Hired on or before 1-17-1990

Full-time employees are eligible for vacations as follows:

- 1 year service - 1 week vacation
- 3 years service - 2 weeks vacation
- 7 years service - 3 weeks vacation
- 14 years service - 4 weeks vacation

Hired on or before 1-17-1990

Part-time employees are eligible for vacations as follows:

- 1 year service - 1 week vacation
- 3 years service - 2 weeks vacation

Hired after 1-17-1990

Full-time employees are eligible for vacations as follows:

- 1 year service - 1 week vacation
- 4 years service - 2 weeks vacation
- 10 years service - 3 weeks vacation
- 17 years service - 4 weeks vacation

Hired after 1-17-1990

Part-time employees are eligible for vacations as follows:

- 1 year service - 1 week vacation
- 4 years service - 2 weeks vacation

C. Part-time vacation will be figured on the number of straight-time hours worked in the vacation qualifying year divided by fifty-two (52). The qualifying date for all vacation purposes of any part-time employee who subsequently, and without a break in his/her employment, qualifies as a full-time employee, shall be the date from which his/her service has been counted for part-time vacation purposes rather than the date he/she qualified as a full-time employee.

His/her vacation for the year in which he/she is reclassified to full time shall be figured on average straight-time hours worked during such year. Conversely, when a full-time employee is reclassified to part-time, his/her vacation for the year in which he /she is classified shall be figured on average straight-time hours worked during such year.

D. Flexible vacation: Effective January 1, 2012, a full-time employee who is eligible for three (3) weeks of vacation shall be eligible to take one (1) week of vacation in days providing such employee has given fourteen (14) days advance notice or is mutually agreeable by the employer.

E. **Vacation Policy**

1. Employees will be paid their straight-time earnings for their basic workweek.
2. Vacation pay will be paid in advance.

F. General Provisions

1. Vacation must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.
2. If an employee qualified for a one (1) week vacation as of January 1st 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.
3. Choice of vacation dates will be granted on the basis of seniority, except that the Employer reserves the right to grant vacation to any employee when their absence will least affect the operation. Employees must choose vacation by March 1st otherwise they forfeit the privilege of choice by seniority.

G. Separations

If an employee who has not taken the vacation which he/she has earned by reason of his/her service leaves (regardless of whether he/she gives notice), goes into military service or is separated for any reason other than confessed dishonesty, he/she shall receive their vacation pay at the time of leaving.

H. Effect of Absence Leaves

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.

I. Return from Military Leave

Vacations for employees with one (1) year or more of continuous service who return to Kroger employment from military leave within ninety (90) days after discharge from the armed services shall be as follows:

- a. Continuous service as an employee including time on military leave of absence.
- b. Those who return to Kroger service and there after work for ninety (90) days or more before the end of the year are eligible for vacations in that year based on their length of continuous service as defined above.

- c. Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation in that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days of employment following their return from military leave of absence.

ARTICLE 14: LEAVES OF ABSENCE

- A. 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, provided the Employer is given at least fourteen (14) days' notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.
- B. Sickness or Injury: A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an 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 and granted in writing supported by proper medical evidence prior to each expiration.
- C-1. Military Leave: Any employee who enlists or is inducted into military service shall be returned to his/her job and retain his/her seniority under the provisions of the Federal Selective Training Act.
- C-2. Employees full or part-time who serve in the National Guard or Military-Reserve Units, which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.
- D. Personal Leave: An employee who has had one (1) year of continuous service may be granted leave of absence of up to sixty (60) days for an urgent or compelling reason, but not for the purpose of engaging in gainful employment elsewhere.
- E. Funeral Leave: In case of a death in the immediate family of an employee who has completed the probationary period of sixty (60) days (part-time employees, six (6) months), they shall be paid for a reasonable period of absence, depending on the circumstances, but not to exceed three (3) days provided the employee attends the funeral. In no case shall the pay for the week exceed the normal week's pay. Employee's family shall mean spouse, parents, stepparents, child, stepchildren, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or any relative residing with the employee.
- F. Family and Medical Leave Act: A leave of absence of up to twelve (12) weeks (unpaid) shall be granted to an employee who has had one (1) year of continuous service and who has worked at least 1250 hours in the twelve (12) months prior to the request, pursuant to the basic provisions of the Family and Medical Leave Act. Any such employee desiring a leave of absence may be required to provide advance leave notice and medical certification prior to the

leave of absence being granted, subject to the provisions of the Act. The length of the absence shall commensurate with the need.

- G. Educational Leave: An educational leave of absence may be granted to employees for the purpose of attending college or technical/vocational training for a maximum of six (6) months per leave period. Employees while on Educational Leave must be available to work during educational breaks to maintain their seniority. Employees must provide the Employer documentation verifying their attending college or technical/vocational training. No contributions are required during such an approved leave (Pension, Legal, and Health and Welfare). Documentation shall be provided to the Union upon request. Tuition Reimbursement may be available and offered through the Company. Terms and conditions may change, and it may be discontinued at any time at the sole discretion of the Company. Details will be available with your Store Manager
- H. Any employee desiring a leave of absence 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 commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved.
- I. 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.
- J. The Employer shall have the right in connection with sickness where a bona fide question exists, to require the employee to obtain a physical examination from an Employer selected physician at the Employer's expense.

ARTICLE 15.

JURY DUTY

In case an employee is known to have served on any duly constituted jury, he/she shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his/her normal workweek.

ARTICLE 16.

GENERAL

- A. The Employer shall display in each store and in a prominent place, the Union Store Card and Decal as furnished by the Union and agrees to surrender same upon demand from the Union.
- B. The Employer will make available a bulletin board or an appropriate space for the Union to post notices or bulletins concerning administrative affairs of the Union.

- C. No employee will be required to take a polygraph exam, but may volunteer to do so.
- D. No employee will be allowed to transfer to or from these stores without the agreement of the employee, the Union and the Employer.

ARTICLE 17.

UNION COOPERATION

- A. 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. A copy of all rules and regulations will be furnished to the Union.
- B. 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 stores and caring for equipment and machinery.
- C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.
- D. 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.
- E. 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.

ARTICLE 18.

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 will negotiate to replace said void part with a valid provision.

ARTICLE 19.

SALESMEN STOCKING

The Employer may utilize any vendor store assistance on products which are available to the trade without additional cost.

ARTICLE 20.

HEALTH AND WELFARE

Effective January 1, 2020 the following terms and provisions will be in effect for Article 20, Health and Welfare. Coverage will be provided through the UFCW Unions & Employers Health and Welfare Fund – Atlanta (the “Trust Fund”).

A. Participant definitions and level of coverage options

Effective January 1, 2020 the following definitions shall determine eligibility for Health and Welfare benefits.

1. Full-time participants:

Full-time participants shall be defined as those associates, including Lead Fuel Clerks and Lead Starbucks Clerks , but excluding Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students, who were paid at least thirty-six (36) hours average per week during the twelve (12) month measurement period.

- a. In determining initial eligibility, it is agreed that Full-time participants also includes Lead Fuel Clerks and Lead Starbucks Clerks , but excluding Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students, who are either hired into or, prior to the end of their first twelve (12) months of employment, are promoted into job positions where they are reasonably expected to average at least thirty (30) paid hours per week. Such associates will be offered coverage at the full-time level effective the first (1st) of the month following sixty (60) days of employment.
- b. Full-time participants shall be eligible to elect employee and dependent children coverage upon their enrollment. Such initial coverage will continue through the last day of the stability period applicable to ongoing employees that begins after the date of hire.
- c. Full-time participants shall also be eligible to elect a benefit package consisting of dental and vision benefits only for their dependent spouse.
- d. After the initial coverage period, future eligibility and coverage options will be determined each year during the annual open enrollment period, based on the 12-month measurement period preceding that open enrollment period. The coverage options available shall be outlined in the Plan.

2. Affordable Care Act (ACA) Participants:

ACA participants shall be defined as those associates, including Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students who were paid an

average of thirty (30) hours per week but less than thirty-six (36) hours average per week during the twelve (12) month measurement period.

- a. In determining initial eligibility, it is agreed that ACA participants will be offered coverage at the part-time level effective as of the first (1st) of the second (2nd) calendar month following the one-year anniversary of the date of hire.
- b. ACA participants shall be eligible to elect employee and dependent children coverage upon their enrollment. Such coverage will have a stability period of twelve (12) months.
- c. After the first twelve months of coverage, future eligibility and coverage options will be determined each year during the annual open enrollment period, based on the 12-month measurement period preceding that open enrollment period. The coverage options available shall be outlined in the Plan.

3. **Part-time participants:**

For Associates hired prior to March 29, 2020, Part-time participants shall be defined as those associates, excluding Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students, who were paid an average of twenty four (24) hours per week but less than thirty (30) hours average per week during the twelve (12) month measurement period. Effective for coverage beginning January 2022, Part-time participants shall be defined as those associates, excluding Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students, who were paid an average of twenty seven (27) hours per week but less than thirty (30) hours average per week during the twelve (12) month measurement period.

For Associates hired on or after March 29, 2020, Part-time participants shall be defined as those associates, excluding Courtesy Clerks, Fuel Center Clerks, Starbucks Clerks and high school students, who were paid an average of twenty seven (27) hours per week but less than thirty (30) hours average per week during the twelve (12) month measurement period.

- a. In determining initial eligibility, it is agreed that Part-time participants will be offered coverage effective as of the first (1st) of the second (2nd) month following a twelve (12) month measurement period that begins on the first (1st) day of the first full pay period starting on or after the date of employment in a position covered by this Agreement.
- b. Part-time participants are eligible for employee-only coverage. Such coverage will have a twelve (12) month stability period.
- c. After the first twelve months of coverage, future eligibility and coverage options will be determined each year during the annual open enrollment

period based on the 12-month measurement period preceding that open enrollment period. The coverage options available shall be outlined in the Plan.

B. Measurement and Stability Periods:

The parties hereto acknowledge that the initial and continuing eligibility rules shall be a part of the Plan documents. The parties hereby direct the Trustees to amend the Plan documents to the extent necessary to conform to the requirements of the ACA. The parties hereto further agree that the employer shall be responsible for identifying each classification of employees.

For associates promoted to positions that would result in Full-time or ACA participation levels and who have been employed for more than one (1) year, the employer will designate such associates as ACA participants and coverage will be offered no later than the first day of the month following sixty (60) days after the promotion.

For associates promoted to positions that would result in Full-time participation levels and who have been employed for less than one (1) year, the employer will designate such associates as Full-time participants and coverage will be offered no later than the first day of the month following sixty (60) days after the promotion.

Coverage will be continued for those active associates who are on a Protected Leave of Absence, (qualified military, FMLA, medical), in accordance with the Plan and law.

Further, it is understood between the parties that if the Trustees amend the Plan's Rules and Regulations surrounding the handling of promotions and leaves of absence, that promotions and leaves of absence shall be defined within the parameters outlined below so long as these rules conform to the requirements of the ACA; and if they do not, that the Plan's Rules and Regulations will prevail.

C. Benefit Plans:

Effective January 1, 2014, the following two (2) benefit programs will be in effect. Coverage will be offered during enrollment periods as defined by the Plan. The level of coverage offered, (employee and/or dependent children), will be determined based on the participant's eligibility level as described in Article 21, Paragraphs A-1 through A-3, above.

1. Standard Plan

- a. Effective January 1, 2020, Full-time participants as defined in Article 21, Paragraph A-1 above who were hired on or before August 11, 2013 and who have completed 3 years participation in or eligibility for the Basic Plan will be eligible for coverage in the Standard Plan, effective as of the January 1st following completion of the three (3) years.

- b. Full-time participants as defined in Article 21, Paragraph A-1 above and who were hired after August 11, 2013 and who have completed five (5) years of participation in or eligibility for the Basic Plan will become eligible for coverage in the Standard Plan effective as of the January 1st following completion of the five (5) years
- c. Full-time participants who meet the qualification for the Standard plan may choose to enroll in the Standard or the Basic plan during their enrollment period.

2. Basic Plan

- a. Effective January 1, 2020 all participants who qualify for coverage as a Full-time, ACA or Part-time participant as defined in Article 21, Paragraphs A-1 through A-3 above, who do not meet the qualifications for the Standard plan will be eligible for the Basic plan.

D. Other eligibility provisions:

- 1. Eligibility, including waiting periods, for dental, vision, and other ancillary benefits are defined by the Trust Fund's Plan Documents.
- 2. Effective January 1, 2014, Spouses of participants will no longer be eligible for full coverage under the plan.
- 3. It is understood that the trustees of the Trust Fund will provide a dental and vision plan of benefits to spouses of eligible Full-Time participants in accordance with the rules and regulations of the plan. Participants who enroll in such coverage will be subject to a co-premium as defined in the contribution schedule below in paragraph E. which will provide dental and vision benefits to the spouse at the same benefit levels at which the employee is eligible.

E. Employee Contributions:

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

2020 (Effective 1/1/2020)		
WEEKLY EMPLOYEE CONTRIBUTIONS	BASIC LEVEL	STANDARD LEVEL
FULL-TIME AND REGULAR ACA FULL-TIME		
EE Only	\$7.50 per week	\$12.50 per week
EE + Child(ren)	\$22.50 per week	\$27.50 per week
Spousal Coverage - (Dental/Vision Only)	\$2.00 per week	\$2.00 per week
PART-TIME AND ACA FULL-TIME		
EE Only	\$7.50 per week	
EE + Child(ren) (ACA Full-Time Only)	\$22.50 per week	
2021 (Effective 1/1/2021)		
WEEKLY EMPLOYEE CONTRIBUTIONS	BASIC LEVEL	STANDARD LEVEL
FULL-TIME AND REGULAR ACA FULL-TIME		
EE Only	\$9.50 per week	\$15.50 per week
EE + Child(ren)	\$26.50 per week	\$32.50 per week
Spousal Coverage - (Dental/Vision Only)	\$4.00 per week	\$4.00 per week
PART-TIME AND ACA FULL-TIME		
EE Only	\$9.50 per week	
EE + Child(ren) (ACA Full-Time Only)	\$26.50 per week	
2022 (Effective 1/1/2022)		
WEEKLY EMPLOYEE CONTRIBUTIONS	BASIC LEVEL	STANDARD LEVEL
FULL-TIME AND REGULAR ACA FULL-TIME		
EE Only	\$9.50 per week	\$15.50 per week
EE + Child(ren)	\$26.50 per week	\$32.50 per week
Spousal Coverage - (Dental/Vision Only)	\$4.00 per week	\$4.00 per week
PART-TIME AND ACA FULL-TIME		
EE Only	\$9.50 per week	
EE + Child(ren) (ACA Full-Time Only)	\$26.50 per week	
2023 (Effective 1/1/2023)		
WEEKLY EMPLOYEE CONTRIBUTIONS	BASIC LEVEL	STANDARD LEVEL
FULL-TIME AND REGULAR ACA FULL-TIME		
EE Only	\$11.50 per week	\$18.50 per week
EE + Child(ren)	\$30.50 per week	\$37.50 per week
Spousal Coverage - (Dental/Vision Only)	\$6.00 per week	\$6.00 per week
PART-TIME AND ACA FULL-TIME		
EE Only	\$11.50 per week	
EE + Child(ren) (ACA Full-Time Only)	\$30.50 per week	

The employer will collect the employee contribution via payroll deduction on a pre-tax basis. It is understood that the Employer will retain the employee contributions to help offset the amounts paid by the by the Employer to the Fund.

It is understood that only those associates who authorize a deduction for the employee contribution will have coverage in accordance with the law.

F. Employer Funding for Health and Welfare Benefit Plans:

Effective January 1, 2020, Kroger agrees to pay its portion of plan costs for its eligible associates for all contracts between UFCW Local 204 and Kroger who are covered under the Trust Fund for the term of this agreement and for any extended period of

time beyond the term, if such an extension is needed and agreed to by the Company and Union. If either party cancels the extension, Kroger will agree to pay the plan costs incurred through the end of the month in which the extension agreement was cancelled. Kroger will only pay the plan costs incurred on or before the end of the month in which the extension agreement was cancelled or, the parties may agree to modify the plan of benefits in order to continue uninterrupted benefits until such time a new agreement is reached.

Upon the expiration of the South Carolina agreement, if the parties agree to revert back to the funding of a Taft-Hartley Health Plan, then Kroger and the UFCW will bargain a contribution rate that will fund the plan of benefits that will be in place for the new agreement and the required reserves of IBNR plus two (2) months. The Fund Consultant will identify the appropriate trend and a contribution rate needed to fund the plan of benefits and the required reserves of IBNR plus two (2) months and Kroger shall pay such rate adjusted by the Consultant.

In the event, during the term of this agreement or the other agreements between UFCW Local 204 and Kroger covered under The Trust Fund, UFCW and Kroger negotiate an alternative method on the funding of reversion, the parties may adopt by mutual agreement.

G.General:

1. In order to facilitate the proper functioning of the Fund, and to insure that expenses are being paid for all covered participants in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the necessary examination of those records, appropriate to the functioning of the Fund and as deemed necessary by a certified public accountant, or by any other qualified party to be mutually agreed to by the parties.
2. In addition, the Employer may, upon reasonable notice and at its expense, audit the Fund's enrollment, eligibility data records and expenses for its covered participants on an annual basis.
3. A separate accounting of Kroger income and expenses, in the Fund shall be established and maintained by the Fund Administrator.
4. On an annual basis, there shall be a participant enrollment procedure and an annual dependent and eligibility audit conducted by the Fund Administrator.
5. An associate who waives coverage will be ineligible to enroll until the next annual enrollment period, unless there is a qualifying event in accordance with Trust rules and applicable law. Associates who waive coverage will not be eligible for health benefits, including medical, pharmacy, dental, and vision, through the Trust Fund.

6. It is understood and agreed that any changes to the Health and Welfare provisions negotiated and agreed upon in the collective bargaining agreement between the Atlanta Division of The Kroger Co. for the South Carolina stores, will also be effective for all collective bargaining agreements between Kroger and UFCW Local 204 covered by the Trust Fund (Aiken, SC; Hilton Head, SC and North Carolina) and will remain in effect for no less than the term of the South Carolina Agreement. Such changes include, but are not limited to Employer contributions, the method for determining changes to the Employer contribution rates, employee co-premium rates, eligibility for benefits and exclusions from eligibility provisions, healthcare plan design and other language related to Health and Welfare including the effective date of such changes and the effects of national healthcare reform.
7. *Effective 1/1/2020, medical coverage shall be provided to all covered participants through an Administrative Services Only arrangement.*
8. Effective the later of 6/1/2020 or as soon as administratively feasible, prescription drug benefits shall be “carved out” of the Trust Fund and will be administered separately by the Prescription Drug Plan provider and the costs of such plan will become The Kroger Co., Atlanta Division’s liability.

H. Wellness Initiatives

The bargaining parties will direct the trustees to implement wellness initiatives to include Biometric Screenings during 2014 and each year thereafter and that starting with screenings required in 2015 for open enrollment for 2016 benefit coverage, participation in such screenings may impact the level of benefit coverage provided.

I. Health Care Reform

The Employer and Union agree to meet and discuss, at the request of either party, the effects of the Affordable Care Act (ACA) legislation and attendant federal regulations on the Health Benefits article and to make any modifications, and only such modifications, that the Employer and the Union jointly agree are necessary.

It is understood that the above language is subject to the affordable Care Act and other relevant laws. It is understood that the Trustees will continue to modify such provisions as needed in accordance with such laws and therefore the Plan’s rules and Regulations will be the prevailing document.

ARTICLE 21. **PENSION**
UFCW Consolidated Pension Fund (the "Fund")

The Kroger Co. and UFCW Local Union # 204, Aiken, South Carolina 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 Front End (including Courtesy Clerks), Produce, Grocery, Drug-GM, Deli/Bakery (including Starbucks) and Fuel departments that are 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.

**For the United Food and Commercial Workers Union and Industry Pension Fund:
Meat and Seafood Department Employees:**

Effective May 1, 2020 (April hours) for all eligible full-time employees hired prior to 1/1/2007 the contribution rate shall be one hundred eighteen dollars and sixty-three cents (\$118.63).

Effective May 1, 2020 (April hours), for all eligible full-time employees hired on or after 1/1/2007, the contribution rate shall be seventy-one dollars and fifty cents (\$71.50)

Effective May 1, 2020 (April hours), the Employer shall pay twenty three dollars and fifty six cents (\$23.56) per month for part-time employees who have completed twelve (12) full months of employment, attained age 21, and who have worked at least eight hundred and seventy (870) hours or more in a calendar year.

The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which have been agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of

administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust, or any income there from, shall be paid out of the Pension Fund.

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.

A copy of the Trust Agreement and any Amendment thereto shall be made a part hereto, as herein at length set forth. Trust Agreement and Pension Plan shall, in all respects, comply with an applicable legal requirement.

In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

ARTICLE 22.

NON-DISCRIMINATION

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, age, disability, or veteran's status in accordance with existing law.

Where the word "he" appears in this Agreement, the parties agree that it applies to both "male" and "female" employees.

ARTICLE 23.

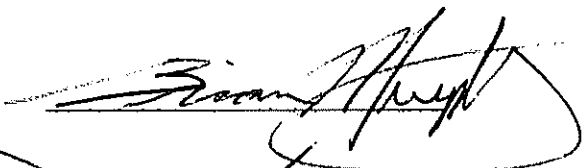
EXPIRATION

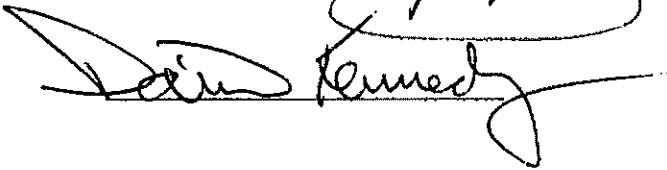
This agreement shall continue in effect from March 8, 2020 through March 9, 2024, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to either party within (60) days prior to the expiration date or any anniversary date thereafter if they desire termination or changes in this agreement.


IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorize officers this 10th day of September 2020.

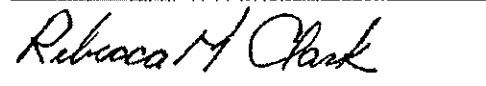
FOR THE UNION:

FOR THE EMPLOYER:









Letter of Understanding

Advanced Scheduling: It is the intent of the company to implement advanced scheduling. When that occurs, the following language will be in effect. The Company will notify the union at least one month in advance of this change.

The hours for each employee shall be scheduled by the Employer. A work schedule shall be posted for the week after the succeeding week for employees who work regularly will be posted by department, using the employee's full name. The schedule will be posted by 4:00 p.m. on Friday of the current week. The schedule for full-time employees will not be otherwise changed, unless such change is necessitated by an emergency such as fire, flood, windstorm, or other acts of nature, or by mutual agreement, but in such cases full-time employees' schedules will not be changed to the extent they do not work the full work schedule of forty (40) hours, provided enough hours remain in the workweek.

Schedule A: Reclass and Specialty Departments

Reclassification of Department Heads

Each August for the term of this contract Department Heads, Assistant Department Heads, and Leads will be classified based on average store sales, minus fuel sales, for the prior full thirteen Kroger periods.

Lead Wine Steward

The Wine Steward will be required to manage the wine area of the store, including ordering product and managing wine inventories and will be considered to be a separate classification within the Standard Grocery Section. The Wine steward must be knowledgeable in wine products, communicate with customers, and sell products. Wine Stewards may be required to attend educational events where wine may be served and will be subject to the all guidelines and policies for attendance at such events including but not limited to transportation to and from such events. In addition, Wine Stewards will be required to comply with all Company guidelines and policies surrounding the handling of beer and wine and are not allowed to receive or ask for product from any vendor.

For the position of Wine Steward proven comparable experience within the food industry or food service will be used to determine the appropriate wage rate in accordance with the Lead schedule. The Union and the Employer will mutually agree on any rate of pay for such position should it be outside of the Lead schedule.

It is agreed that the Employer will determine the need for replacement of a such position in the store, and will review all requests on file, along with any other qualified candidates, and the selection for such positions will be made based upon ability, seniority, and the needs of the business.

Murray's Cheese

Upon the establishment of a Murray's Cheese Shop, a Cheese Master and Cheese Shop Clerks will be appointed and will be considered to be a separate classification within the Specialty section. Murray's Cheese associates will be responsible to perform all tasks

associated with the operation of the Murray's Cheese Shop as directed by store management and Murray's Cheese Company. Cheese Masters and Cheese Clerks will be required to successfully complete the Murray's certification training program in order to perform work within the Murray's shop.

For the positions of Murray's Cheese Clerks proven comparable experience within the food industry or food service will be used to determine the appropriate wage rate in accordance with the Lead schedule. The Union and the Employer will mutually agree on any rate of pay for such positions should it be outside of the Lead schedule.

It is agreed that the Employer will determine the need for or replacement of a such positions in the store, and will review all requests on file, along with any other qualified candidates, and the selection for such positions will be made based upon ability, seniority, and the needs of the business.

In -Store Hourly Chef

Eliminate the Chef wage schedule. Grandfather any existing Chefs at current rate.

Starbucks Clerks

A separate department and employee classification will be established for "Starbucks Specialty Clerks". It is understood that all terms and conditions of employment of this Agreement shall apply unless specified below.

A Starbucks' clerk responsibilities will be to perform all tasks associated-with the operation of the Starbucks Coffee Shop .as directed by Store Management and the Deli Department. Deli Department employees who have been trained in accordance with the Starbucks guidelines-will be allowed to perform work in the department as needed to ensure the efficient operation of the department. The Employer may utilize any vendor services available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of this shop.

The Employer shall designate a "Lead" Starbucks Specialty clerk, and such person shall be paid in accordance with the rates designated for Lead clerks. All other Starbucks Specialty clerks shall be paid in accordance with the wage schedule for South Carolina employees and prior service with The Kroger Co. shall be applied toward the determination of such wages.

Store Clerks and Starbucks clerks interested in transferring into or out of the Starbucks Coffee Shops, shall put their interest in writing to Atlanta Human Resources with a copy to Store Management and the Union.

Consideration for transfer shall be given based upon ability and availability should an opening occur for a part-time store employee and shall further be given preference in the same way for full-time store positions after they have been offered to the part-time store employees. Seniority shall be the controlling factor. In the event a transfer out of the Starbucks Coffee Shop is granted, all time worked with Kroger shall be applied toward eligibility for Health and Welfare benefits.

In the event of the closing of a Starbucks Department, the Company and the Union will meet to establish guidelines for possible transfers to other departments if there are any such positions available.

Fuel Clerks

A separate department and employee classification will be established for "Fuel Clerks". It is understood that all terms and conditions of employment of this Agreement shall apply unless specified below. 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 services available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of this shop.

The Employer shall designate a "Lead" Fuel clerk, and such person shall be paid in accordance with the rates designated for Lead clerks. All other Fuel clerks shall be paid in accordance with the wage schedule for South Carolina employees and prior service with The Kroger Co. shall be applied toward the determination of such wages. It is also understood that the length of service as a Fuel Center clerk shall be applied for future eligibility of health and welfare benefits should an employee transfer to the Employer's retail stores.

Store Clerks and Fuel clerks interested in transferring into or out of the Fuel Center shall put their interest in writing to Atlanta Human Resources with a copy to Store Management and the Union. Consideration for transfer shall be given based upon ability and availability should an opening occur for a part-time store employee and shall further be given preference in the same way for full-time store positions after they have been offered to the part-time store employees. Seniority shall be the controlling factor. In the event a transfer out of the Fuel Center is granted, all time worked with Kroger shall be applied toward eligibility for Health and Welfare benefits.

In the event of the closing of a Fuel Center, the Company and the Union will meet to establish guidelines for possible transfers to other departments if there are any such positions available.

It is agreed that should the Employer expand the current square footage of Fuel Centers to the degree that it materially affects bargaining unit work, the parties will meet to discuss the situation.

Lead Certified Pharmacy Clerk

The Employer has the ability to appoint where it deems necessary a Lead Certified Pharmacy Clerk. The appointment of a Lead Certified Pharmacy Clerk will be based upon skills, abilities and responsibilities assigned within the Pharmacy department. The Pharmacy Clerk must be Certified and Full-time. The Premium will be \$2.00 per hour. The premium will be paid in addition to the Certified Pharmacy scale.

Grocery Pick up Department

A new business format called Grocery Pick up will be piloted during the term of this contract. The Grocery Pick up department associates Department will be compensated based on the clerk rates defined in the collective bargaining agreement. It is understood that all terms and conditions of employment of the Agreement shall apply unless specified below.

The number of positions will vary by store location. Internal candidates will be considered along with external candidates and will be selected based upon the overall qualifications for the positions as defined by the job descriptions for the positions. A position of Grocery Pick Up Lead will be

established and follow the Lead schedule in the collective bargaining agreement. The Employer will have the ability to assign additional Lead(s) if they deem it necessary. These positions will be supervised by an E-commerce Manager.

It is understood that associates selected for the Grocery Pick up department may be utilized for other store work with his/her primary assignment being Grocery Pick up.

Marketplace Stores

Whenever the Employer opens and operates what will be known as a "Marketplace" Store", the following will apply:

- A. The Employer will have one (1) Department Manager for the Drug/GM department and they will be called a Drug/GM Marketplace Manager. This Drug/GM Marketplace Manager will be paid the contractual sales volume wage rate for a Drug/GM Manager. After the Employer will appoint an additional Assistant Drug/GM Manager that will be paid the Assistant Drug/GM Manager rate. All clerks in the Drug/GM and Home areas are interchangeable.
- B. Where the Employer deems it necessary, each of the sub-departments (expanded kitchen, home decor/ furniture, soft goods/clothing and expanded toys/baby world) may have one or more lead positions at the lead clerk rate.
- C. In addition to the sub departments' leads, where the Employer deems it necessary, a Marketplace store will appoint an additional "Scan Coordinator".
- D. When the Employer deems it necessary, it will appoint more than one Assistant Department Manager in the other departments in the store based upon the needs of the store.

Front End - Customer Service Desk (including SCO) , Front End Accounting Clerks and Administrative Assistant

The Employer has the ability to appoint where it deems necessary Front-End Clerks in the Customer Service, Accounting Clerk and Administrative Assistant role(s) who perform those tasks. The appointment of these roles will be based upon skills, abilities and responsibilities assigned within the Front End. The Premium paid will be \$1.00 per hour.

Wages

Misc.

- A. The Lead Dairy Clerk, Lead Frozen Food Clerk and Lead Bakery Clerk will be paid at on the Assistant Department Head scale.
- B. The Employer has the ability to raise wage rates as they deem necessary based upon market conditions upon mutual agreement between the Company and the Union.
- C. The Employer has the ability to appoint a Wine Steward, Lead Bakery Clerk and additional Lead Grocery Pick up clerk where it deems it necessary.

AIKEN

Wage Proposal Transition Language

A. Part-time to Full-time: Employees shall be reclassified to full-time under the terms and conditions of the current CBA. Upon averaging thirty-six (36) hours or more per week over the Employer's 52-week standard measurement period or as described below in articles; A-1, A-2, A-3. Employee's will be classified as part time if an employee averages less than thirty-six (36) hours per week or as described below in articles; A-1, A-2, A-3. Employees who lose full-time status will be placed on the appropriate level of pay on the part-time wage scale.

A-1. 12-month Measurement periods: Unless hired as a "full time" employee, 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 employee's status will remain the same for at least the 12 months following their initial qualification date, unless promoted.

A-2. After their initial measurement period: an employee will be measured over the Company'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 should not overlap and cannot 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.

A-3. Transition to 12-month measurement periods and new hourly requirements: The Employer will use the current forty (40) hours average worked over a twelve (12) week period to determine full time or part-time status. This special measurement period will stay in place from ratification through October 3, 2020 to determine an employee's status beginning on January 1, 2021 through December 31, 2021. However, anyone classified as a full-time employee as of October 3, 2020 will maintain their full-time status for calendar year 2021. After the October 3, 2020 date, this special measurement period will no longer be used and articles A-1 and A-2 will be used to determine an employee's status moving forward.

The Company and the Union agree to evaluate this process in the 1st Quarter of 2022.

AIKEN WAGES

Department Head/Mgr.

(Grocery, Produce, Deli, Meat, Front End, Drug/GM)

Total Store Sales Excluding Fuel	3/29/2020	3/7/2021	3/6/2022	3/5/2023
	\$21.30	\$21.70	\$22.10	\$22.50

Asst. Department Head/Mgr.

(Grocery, Produce, Deli, Meat, Front End, Drug/GM)

Total Store Sales Excluding Fuel	3/29/2020	3/7/2021	3/6/2022	3/5/2023
	\$16.50	\$16.85	\$17.20	\$17.55

Add:

Dairy Lead

Frozen Lead

Bakery Lead - where appointed

Lead Clerks (Multiple Departments)

Total Store Sales Excluding Fuel	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Standard Dept. - Starbucks, Cake Decorator, Floral, Receiving, Fuel, Night Stock, File Maintenance	\$15.35	\$15.70	\$16.05	\$16.40

Where appointed -Nutrition , Seafood

Wine Steward, Grocery Pick up

Murray's Cheese Master

	3/29/2020	3/7/2021	3/6/2022	3/5/2023
	\$16.80	\$17.10	\$17.40	\$17.70

Lead Certified Pharmacy Clerk (Full-Time)

	3/29/2020	3/7/2021	3/6/2022	3/5/2023
	\$17.50	\$17.75	\$18.00	\$18.25

Chefs (GF only)

	3/29/2020	3/7/2021	3/6/2022	3/5/2023
	\$850	\$850	\$850	\$850
	LUMP	LUMP	LUMP	LUMP
	SUM	SUM	SUM	SUM

**Full Time Clerks & Murray's Cheese Clerks
(Excludes Cashier and Fuel)**

Includes Grandfathered Clerks

*At \$10.20 on or before 12/5/2006

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$12.75	\$13.25	\$13.75	\$14.25
Level 2	\$13.25	\$13.75	\$14.25	\$14.75
Level 3	\$14.05	\$14.50	\$15.00	\$15.50

**Part Time Clerks & Murray's Cheese Clerks
(Excludes Cashier and Fuel)**

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$10.00	\$10.50	\$11.50	\$12.00
Level 2	\$11.00	\$11.50	\$12.00	\$12.50
Level 3	\$12.00	\$12.50	\$13.00	\$13.50

Full Time Cashiers and Fuel Clerks

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$12.75	\$13.25	\$13.75	\$14.25
Level 2	\$13.25	\$13.75	\$14.25	\$14.75
Level 3	\$14.05	\$14.50	\$15.00	\$15.50

Part Time Cashiers and Fuel Clerks

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$10.00	\$10.50	\$11.50	\$12.00
Level 2	\$11.00	\$11.50	\$12.00	\$12.50
Level 3	\$12.00	\$12.50	\$13.00	\$13.50

Courtesy Clerks

	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Start	\$9.00	\$9.25	\$9.50	\$10.00

Full Time Night Stock (Grocery & Drug/GM)

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$12.75	\$13.25	\$13.75	\$14.25
Level 2	\$13.25	\$13.75	\$14.25	\$14.75
Level 3	\$14.05	\$14.50	\$15.00	\$15.50

Note: Night Stock Clerks are also eligible to receive the \$2.00 Night Premium for hours worked between 10:00 PM and 7:00 AM.

Part Time Night Stock (Grocery & Drug/GM)

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$10.00	\$10.50	\$11.50	\$12.00
Level 2	\$11.00	\$11.50	\$12.00	\$12.50
Level 3	\$12.00	\$12.50	\$13.00	\$13.50

Note: Night Stock Clerks are also eligible to receive the \$2.00 Night Premium for hours worked between 10:00 PM and 7:00 AM.

Full Time Certified Pharmacy Tech Only

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$12.75	\$13.25	\$13.75	\$14.25
Level 2	\$13.25	\$13.75	\$14.25	\$14.75
Level 3	\$14.05	\$14.50	\$15.00	\$15.50

Part Time Certified Pharmacy Tech Only

Payrate	3/29/2020	3/7/2021	3/6/2022	3/5/2023
Level 1	\$12.75	\$13.25	\$13.75	\$14.25
Level 2	\$13.75	\$13.95	\$14.20	\$14.45

Note: There will be No movement between pay levels except in the case of the promotion to full-time.

Premiums:

Front End Customer Service / Accounting	Administrative Assistant
Hourly \$1.00	Hourly \$1.00

Night Premium	Lead Certified Pharmacy Clerk
Paid on hours worked between 10:00 PM and 7:00 AM Hourly \$2.00	Hourly \$2.00