

**Memorandum of Agreement**  
**Between Mid-Atlantic Division of Kroger Limited Partnership I**  
**West Virginia Stores Agreement and UFCW Local 400**  
**March 7, 2024**

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This document represents a Memorandum of Agreement regarding all outstanding issues in the negotiations for a successor agreement to the Kroger Agreement by and between the Mid-Atlantic Division of Kroger Limited Partnership I West Virginia Stores and United Food and Commercial Workers Local 400. This Agreement is meant to address all proposals and contract modifications discussed, exchanged, or implied. Any omission or failure to address a proposal of UFCW Local 400 by Kroger should be construed as rejection of such union proposal. This Agreement includes any and all signed or verbalized tentative agreements executed during the course of these negotiations. The new Collective Bargaining Agreement shall have a term of February 25, 2024, through January 30, 2027.

If this Agreement is not ratified on or before March 17, 2024, the terms and conditions contained within this Agreement will be withdrawn by Kroger. All Unfair Labor Practices associated with these negotiations, upon ratification of this agreement, shall be considered withdrawn by both parties.

## 1. New ARTICLE – NON – DISCRIMINATION

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

## 2. ARTICLE 3 - SHOP CONDITION

### Section 3.4 Orientation

The Employer shall provide the designated Union official with the date, time, and location of all new employee orientations at least ~~forty-eight (48)~~ **twenty-four (24)** hours in advance of each orientation meeting. The Union shall advise the Employer of whether or not they are attending and who from the Union will be participating. The Employer shall provide the Union's designee with a list of new employees who will be attending orientation including name(s) and department. The Union's designated representative(s) shall be introduced to new employees and allowed a period, not to exceed fifteen (15) minutes, to share Union information. The Employer shall be supplied a copy of any printed information provided to the employee by the Union.

## 3. ARTICLE 5 - DISPUTE PROCEDURE

### Section 5.2

Step 1.

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

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

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

## 4. ARTICLE 7 - WORKING CONDITIONS

### Section 7.3

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

be made by seniority to schedule said employee forty (40) hours providing there are enough hours to be worked in the employee's classification to accommodate the forty (40) hour schedule.

### Section 7.8

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

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

### Section 7.12

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

### Section 7.14

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

### Section 7.20

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

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

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

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

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

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

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

## **Section 7.24**

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

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

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

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

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

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

Any vendor stocking expansion would have to be negotiated by the parties with guaranties that no hours or jobs would be affected during the term of the contract with the Employer providing any and all information on the vendor, the need for the vendor, why the bargaining unit cannot continue to do the work, and the Employer must provide a monthly report of vendor hours worked and a report of those bargaining workers hours from those positions or within the store so there is no erosion of bargaining unit hours.

### Section 7.29

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

## 5. ARTICLE 8 - SENIORITY

### Section 8.1

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

### Section 8.7

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

### Section 8.11

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

positions will be filled by the senior person who signs the bid. **These positions will be filled by the senior person who applies for the job using the electronic platform.**

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

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

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

### Section 8.12

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

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

### Section 8.13

When an opening for a **Department Leader or back-up in the following departments: Produce, Grocery, Deli, Non-Foods, Meat, Dairy, Frozen, and Bakery (where applicable) or the position of Head Night Stock Clerk, Customer Service Manager, or Assistant Customer Service Manager** ~~Head Meat Cutter, Customer Service Manager, Head Deli Clerk, Head Produce Clerk, Head Grocery Clerk, Head Non-Foods Clerk, Head Dairy Clerk, Head Frozen Food Clerk, and Head Night Stock Clerk~~ occurs, a job opening notice for that Department **Head Leader or Manager back-up** position will be posted **internally through the electronic platform** ~~in every store within the bargaining unit~~ **for a period of seven (7) calendar days** and filled in accordance with Section 8.1. **Interested candidates will apply utilizing the electronic platform. Verification of those who applied shall be sent to the Union office and notification to the union will occur upon selection. In the event a qualified candidate is not identified, the job opening notice will be posted both internally and externally for a period of seven (7) calendar days.**

If Back-ups with one (1) or more years in their current role fail to **sign apply to** the job opening notice for the Department **Head Leader** position in their home store when it becomes vacant, they will be removed from the Back-up position. If the Back-up has less than one (1) year in their current Back-up position, the employee may choose to **sign apply to** the job opening notice. Should a Back-up with less than one (1) year in their current role choose not to **sign apply to** the job opening notice, they will not be removed from their current position.

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

**Section 8.14**

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

**6. ARTICLE 9 - VACATIONS**

**Section 9.1**

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

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

Employees hired on or before October 21, 1989 shall receive vacations according to the following schedule:

- 1 week after 1 year
- 2 weeks after 3 years
- 3 weeks after 7 years
- 4 weeks after 13 years
- 5 weeks after 19 years
- 6 weeks after 25 years

**Section 9.6**

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

**7. ARTICLE 10 - MILITARY SERVICE**



## Section 10.1

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

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

### 8. ARTICLE 13 – HEALTH AND WELFARE

See attached.

### 9. ARTICLE 18 – TECHNOLOGICAL CHANGE

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

### 10. MISCELLANEOUS NOTE – SCHEDULE “A”

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

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

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

**15. Manager on Duty (MOD): Performing MOD responsibilities by a member of the bargaining unit shall be on a voluntary basis. The employee shall be required to have completed a Manager on Duty (MOD) certification. Effective February 25, 2024, an employee so designated by management shall receive a premium of one dollar (\$1.00) per hour for hours worked in this capacity between 7am and 11pm. It is understood that management's incidental absence from the store will not constitute MOD assignments. The premium applies to clerks only, and Department Leaders, Assistants, and Leads will receive their regular rate of pay for time assigned as MOD. It is also understood that any employee designated as an MOD cannot discipline any other employee for any reason.**



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

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

- 1) During the life of the contract, the Employer may offer a “buy out” to certain employees after discussing same with the Union. ***(Incorporate into Health & Welfare Article)***
- 2) In the event the National Fund adopts the “Rule of 85”, the parties agree to meet and discuss same.
- 3) ~~Coffee The previous letter between the parties regarding coffee will be applied to all stores (10/13/94).~~
- 4) Reduction of Full-time Employees - The new understanding on reduction of full-time employees to part-time, as agreed to by the parties during negotiations will continue during the life of the Agreement (10/13/94).
- 5) The following method shall be used for computing time on time and attendance for the purpose of paying wages to each employee.
  - a. No time shall be punched before seven (7) minutes of the employee’s scheduled starting time. From seven (7) minutes before to the employee’s scheduled starting time, time shall be computed from the scheduled starting time.
  - b. Time punched on starting to work up to and including seven (7) minutes after the employee’s scheduled starting time, the employee shall be paid from the scheduled starting time. Time punched eight (8) minutes up to and including twenty-two minutes (22) after the scheduled starting time, the employee shall be docked one-fourth (1/4) of an hour. Time punched twenty-three (23) minutes up to and including thirty-seven (37) minutes after the scheduled starting time, the employee shall be docked one-half (1/2) of an hour. Time punched thirty-eight (38) minutes up to and including fifty-two (52) minutes after the scheduled starting time, the employee shall be docked three-fourths (3/4) of an hour. Time punched fifty-three (53) minutes up to an including sixty-seven (67) minutes after the scheduled starting time, the employee shall be docked one (1) hour. No employee shall be allowed under any circumstances to make up time at the end of any scheduled shift or scheduled week because of time punched after scheduled starting time as outlined in this paragraph.
  - c. Time punched at or after the employee’s scheduled quitting time will be paid on the same one-quarter of an hour basis as outlined in Paragraph B.  
  
~~It is agreed that in “time and attendance” stores, each employee will be provided a copy of daily hours on a weekly basis (10/13/94).~~ ***(Incorporate into Article 7-Working Conditions)***
- 6) ~~The understanding between the parties regarding a fifteen (15) minute leeway during lunches and breaks will continue (10/13/94).~~

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

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

## 12. JOINT LABOR MANAGEMENT COMMITTEE LETTER

The Employer and the Union, desiring to foster a **friendly, caring and safe work environment**, better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a Joint Labor Management Committee.

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

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

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

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

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

## 13. PICKUP LETTER OF UNDERSTANDING

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

## 14. MICRO PICKUP LETTER OF UNDERSTANDING

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

## 15. SCHEDULE "A" – WAGES

See attachment.

## 16. SCHEDULE "B" - PHARMACY TECHNICIANS LETTER

The parties agree to the following:

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

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

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

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

**Senior Certified Pharmacy Technicians shall be eligible to receive an additional one dollar and fifty-cent (\$1.50) per hour premium for performing all work required by the company allowable by the applicable state law over and above Certified**

**Pharmacy Technician duties, such as performing immunizations. All required training and state certifications must be obtained prior to being eligible for the Senior Certified Pharmacy Technician premium. Senior Certified Pharmacy Technicians will be appointed at company discretion, up to one per store.**

**ARTICLE 13.                    HEALTH AND WELLNESS**

**Section 13.1** The Employer shall participate in, and contribute to, the UFCW Local 400 and Employers Health and Welfare Fund, hereinafter referred to as the ‘Fund’. Such Fund is a jointly administered Taft-Hartley Employer and Union Trust Fund. The Employer shall execute the normal form of Participation Agreement concerning participation under the Fund. This trust Fund is to provide insurance for employees, their families and dependents, covering life insurance, hospital care and medical and surgical benefits and for the payment of the fees of qualified physicians for preventive medical examination of employees and their spouses, if such should be provided by the Trustees, and for no other purpose. It is to be administered by Trustees representing the Union and the Employer. It is further agreed that this trust, details of which are set forth in two separate instruments referred to as the “Trust Agreement of the UFCW Local 400 and Employers Health and Welfare Fund” and “The Summary Plan Description”, is referenced herein as integral to the administration of the benefits of this Agreement. The bargaining parties further direct their representative trustees to enact any changes to the current benefit provisions during the term of this Agreement consistent with applicable law. Benefits will reflect the Summary Plan Description, as modified by the terms of this Article.

The claims for participants covered by this Agreement will be adjudicated by the carriers selected by the board of trustees. Specifically, ASO arrangements will be adopted for all applicable benefits provided by the health and welfare fund, effective no later than January 1, 2022. Moving forward, Trustees will determine the best option to utilize Third Party Administrator (TPA) services. Effective no later than January 1, 2025, the Charleston, WV Local 400 Health and Welfare fund will be fully merged into the Heartland Health & Wellness Fund in accordance with the merger agreement.

**Section 13.2** **General Coverage Provisions and Employee Contributions:** Eligibility to enroll and remain enrolled shall be governed by this agreement and the rules of the Fund.

**Employee Contributions:**

Weekly Contributions	Plan 1		Plan 500		Plan 1000	
	With Physical	No Physical	With Physical	No Physical	With Physical	No Physical
<b>CALENDAR YEARS 2024, 2025 &amp; 2026</b>						
Employee Only	\$11.00	\$20.00	\$10.00	\$19.00	\$9.00	\$18.00
Employee + Spouse	\$25.00	\$43.00	\$21.00	\$39.00	\$19.00	\$37.00
Employee + Children	\$21.00	\$30.00	\$17.00	\$26.00	\$15.00	\$24.00
Employee + Family	\$27.00	\$45.00	\$23.00	\$41.00	\$21.00	\$39.00
Ancillary (DEN + VIS)	\$2.00		\$2.00		\$2.00	
Spousal Fee (Monthly)	\$200.00		\$200.00		\$200.00	

**Spousal Coverage and Spouse Surcharge** - Effective January 1, 2022, employees averaging at least thirty-six (36) hours or more per week will be eligible to cover spouses. Qualifying full-time employees hired prior to November 21, 2020, electing to provide Health Plan coverage to a spouse can waive their spouse surcharge as listed in the employee contribution section above (deducted weekly) if they can provide proof that the spouse has no other access to employer sponsored health insurance (spouse employees who are also



a part of the bargaining unit will still qualify for the discount). The discount, where applicable, is subject to appropriate proof of marriage. It is understood that only those employees who authorize a deduction for the employee contribution will have coverage.

**Measurement Period** - For all employees who are not in their initial measurement period, there is hereby established an agreed to a 'Standard 12 Month Measurement Period' during which average hours shall be accounted for in accordance with the Affordable Care Act (ACA). This period will begin on the payroll period that begins on the Sunday closest to October 1<sup>st</sup> of each year and conclude on the Saturday of the payroll period that ends closest to September 30<sup>th</sup>. This period should not overlap and cannot exceed twelve (12) months. An employee's eligibility, determined by the standard measurement period, will be effective from January 1<sup>st</sup> through December 31<sup>st</sup> of the following year.

Effective January 1, 2022, fuel clerks and courtesy clerks will qualify with the same eligibility as regular clerks.

**Plan Year Coverage Provisions** - The following shall be in effect based upon hours averaged in an applicable measurement period (Stated or Initial):

A. **Employee Only Coverage** - Effective January 1, 2022, all employees regardless of hire date shall be considered eligible unless during the Stated or Initial twelve (12) Month Measurement Period, they average less than twenty-eight (28) hours per week or if coverage is terminated earlier pursuant to Section 13.5.

B. **Employee Plus Child Dependent(s) Coverage** - Employees who average thirty (30) hours or more per week during the agreed upon standard measurement period may enroll in addition to self-coverage, dependent children.

C. **Employee Plus Spouse or Family Coverage** - Effective January 1, 2022, employees who average thirty-six (36) hours or more per week during the agreed upon standard measurement period may enroll in addition to self-coverage, dependent children, and or, a spouse or domestic partner.

D. **Ancillary Coverage** - Employees who average at least twenty (20) hours per week during the agreed upon measurement period, but does not otherwise qualify for coverage in a plan of benefits, shall be eligible for ancillary benefits (Dental, Vision) Spouses of employees who average a minimum thirty-six (36) or more hours per week, who do not otherwise elect coverage under this Plan may elect to purchase ancillary benefits (Dental, Vision) The ancillary benefits available will mirror those of the active members.

E. All associates eligible for health benefits will be enrolled in basic life and disability insurance provided by the fund, regardless of their election of health benefits. Associates will be enrolled in the life and disability benefits of the plan they are eligible for.

F. Kroger will send a report to the Fund on a monthly basis accounting for ACA supplemented average hours worked for the preceding month (to include contractually protected leaves). Employer agrees that its payroll records shall be subject to audit by the Fund to determine employee eligibility to enroll for benefits. In that regard, the Fund shall continue to be responsible for the enrollment of eligible employees.

**Section 13.3 Plan Eligibility** - All employees covered by this Agreement will qualify for benefits coverage in accordance with the eligibility requirements outlined in this Article. Eligibility will be determined by years of service and hours worked, not status.

A. All employees covered by the CBA will qualify for 2022 benefits coverage in accordance with the eligibility requirements outlined below. Fuel clerks and courtesy clerks would qualify with the same eligibility rules as regular clerks. Eligibility will be determined by years of service and hours worked, not status.

a. Plan 1 – Eligible first of the month following 8 years of service. Must average 28 hours per week over 12 months for employee only coverage, 30 hours per week for employee & child(ren) coverage, 36+ hours for employee & spouse / family coverage.

b. Plan 500 - Eligible first of the month following 5 years of service. Must average 28 hours per week over 12 months for employee only coverage, 30 hours per week for employee & child(ren) coverage, 36+ hours for employee & spouse / family coverage.

c. Plan 1000 – Eligible first of the month following 1 year of service. Must average 28 hours per week over 12 months for employee only coverage, 30 hours per week for employee & child(ren) coverage, 36+ hours for employee & spouse / family coverage.

B. New hires expected to work thirty (30) or more hours per week through their first year of service will be eligible for employee, child(ren) and spousal (family) coverage in Plan 1000 on the first of the month following sixty (60) days of service. Voluntary reduction in hours prior to the completion of the first measurement period will discontinue eligibility.

**13.5 Employer Contributions/Funding** - The Employer shall continue a “Pass-Through funding” arrangement for participants actively at work. This means the Fund will pay claims and cover related expenses, sending a regularly scheduled invoice to Kroger Accounting Services. Kroger will remit payment within five (5) days of receipt, unless there is a documented dispute; in such case, Kroger will remit payment of the undisputed amount timely. The Employer agrees to pay to the Fund its portion of plan costs for its covered participants for the term of this agreement and for any extended period of time beyond the term, if such extension is needed and agreed to by the Employer and Union. If either party cancels the extension, Employer agrees to pay to the Fund the plan costs incurred through the end of the month in which the extension agreement is cancelled. Employer 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.

In addition to the pass-through funding method for funding benefits and administrative expenses, specific to Kroger Associates actively working, through the Fund above, Kroger agrees to contribute such amounts so that, on an ongoing basis, the Fund Office will maintain a cash reserve of \$500,000 at all times during this Agreement. Any funds in excess of \$500,000 will be credited towards Kroger’s pass-through payment. The reserves shall neither be used to pay claims on non-Kroger fund participants nor retiree participants. The Fund Office will request that all ASO and benefit carriers modify their administrative procedures to provide the fund with adequate time to invoice Kroger for claims and receive payment from Kroger.

Each year the fund consultant will calculate the average claim cost per enrolled per month (PEPM) on a twelve (12) month basis. The experience pool will include active Kroger participants and retired participants (not yet eligible for Medicare) who fall under the Charleston, WV Local 400 bargaining unit. These costs will include medical, dental, vision, life insurance, sick pay, and wellness expenses. Beginning



in 2025 the annual PEPM cost shall not increase by more than 8.00%. If PEPM claim costs increase by more than 8.00%, the trustees are required to make changes to the plan the following year that are equal to the amount that exceeded the 8.00% ceiling. This measurement will be done using the 12 months ending on July 31 each year. This information will be presented to the trustees no later than September 15 so that appropriate steps can become effective on January 1

*For example:*

2024 PEPM cost = \$800  
2025 PEPM cost = \$875  
2025 Max PEPM cost with 8% = \$864

*Trustees must reduce employer cost PEPM by \$11 PEPM. Trustees could increase employee contributions by \$2.54 per week in 2026.*

PEPM cost measurements shall be pooled with Richmond and Roanoke group after the fund consultant has made an adjustment to the costs of said groups that reflects the differences in plan designs.

At the third quarterly meeting each year, the fund consultant will present Employer contribution rates to support retiree benefits. Subject to trustee approval, this rate will be used to fund retiree plans in the benefit year that immediately follows the year in which rates are presented. The fund remains responsible for administering and providing benefits using employer contributions set by the fund consultant and approved by the trustees. The rates shall not be increased if the assets attributed to the West Virginia Local 400 retirees exceed \$500,000.

Employer “penny contributions” shall be made for all qualifying associates on the Employer’s active payroll as of the first pay period of each month. Employer “penny contributions” for variable hour employees will be made in accordance with a twelve (12) month measurement and stability period.

At the expiration of this Agreement, the parties may elect to utilize the Maintenance of Reserve funding methodology, then Employer 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 equal to IBNR of Employer’s claims and administrative expenses. The Fund Consultant will identify the appropriate trend and a contribution rate needed to fund the plan of benefits and the required IBNR of Employer’s claims and administrative expenses and Employer shall pay such rate adjusted by the Consultant.

In the event, during the term of this agreement, UFCW and Employer negotiate an alternative method on the funding of reversion, the parties may adopt by mutual agreement.

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 trustees.

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.

A separate accounting of Employer income and expenses, in the Fund shall be established and maintained by the Fund Administrator.

The Employer will sponsor and retain liability for the costs of the prescription drug benefit for active employees. Additionally, the Employer will remain responsible for the administration of the prescription drug benefits.



The Employer will guarantee Prescription Drug Coverage (Carve-out) for active associates through KPP as provided in “Attachment 1 Health and Welfare” of this Agreement.

**Section 13.6** The Employer contribution to the fund will pay the premium plus the administration costs incurred by the Fund, as determined by the Fund’s third-party administrator, to administer the short-term disability coverage with the following provisions:

- A. FT Associates (36+ hours effective January 1, 2022):** Short term disability benefits shall commence after a one (1) day elimination period for an accident resulting in hospitalization and a three (3) day elimination period for illness, and will be paid at sixty-seven percent (67%) of salary (weekly earnings for the previous twelve (12) weeks) up to a maximum of three hundred seventy-five dollars (\$375) per week for no more than twenty-six (26) weeks.
- B. PT Associates (28+ hours but less than 36 hours effective January 1, 2022):** Short term disability benefits shall commence after a one (1) day elimination period for an accident resulting in hospitalization and a three (3) day elimination period for illness, and will be paid at sixty-seven percent (67%) of salary (weekly earnings for the previous twelve (12) weeks) up to a maximum of two hundred seventy-five (\$275) per week for no more than five (5) months.

**Section 13.7** The Employer agrees to pay the contributions to the Trust Fund for eligible employees on an approved Family and Medical Leave of Absence, not to exceed twelve (12) weeks pursuant to the provisions of the Family and Medical Leave Act. The Employer will also supplement hours so that the absence does not reduce the average paid hours necessary to qualify for benefits in the following stability period.

**Section 13.8** The Employer and the Union agree to meet and discuss, at the request of either party, the effects of the Patient Protection and Affordable Care Act (PPACA) and Federal regulations or any other legislation on this Health and Welfare article and to make modifications as necessary.

**Section 13.9** Any current employees in the bargaining unit as of the date of ratification of this agreement who have reached age forty (40) or greater on or before January 1, 2027 may become eligible for any retiree health coverage that is offered to retirees in the bargaining unit, subject to the then-current terms and conditions of such coverage as amended from time to time. There shall be no post-employment/retiree health coverage (whether under the UFCW Local 400 and Employers Health and Welfare Fund, the Heartland Health & Wellness Fund, any successor(s) to such funds, or any other health and welfare plan sponsored by the Company or otherwise) offered to any current employee in the bargaining unit except current bargaining unit employees who have reached age forty (40) or greater on or before January 1, 2027. Nothing in this Agreement (nor the continued provision of any retiree coverage to any members of the bargaining unit) shall be considered or deemed to create a vested right to any benefits and any retiree coverage offered to any members of the bargaining unit is subject to modification or termination at any time pursuant to the terms of the governing plan documents.

Fund Name	UFCW Local 400 HW Fund							
Bargaining Unit	Mid Atlantic - West Virginia Local 400							
Benefit Plan Date	Calendar Year 2023							
ELIGIBILITY	Plan 1		Plan 500		Plan 1000 - *ACA Compliant			
ALL ASSOCIATES	Eligible first of the month following 8 years of service and must average 28+ hours per week over 12 months.		Eligible first of the month following 5 years of service and must average 28+ hours per week over 12 months.		Eligible first of the month following 1 year of service and must average 28+ hours per week over 12 months.			
	*Associates hired with the intent of working 30+ hours per week will be eligible for PLAN 1000 after 60 days of employment (1st day of 4th month).							
SPouses AND DEPENDENTS	Plan 1		Plan 500		Plan 1000 - *ACA Compliant			
Single Coverage	All Participants		All Participants		All Participants			
Dependent (Child) Coverage	Must average 30+ hours per week over 12 months		Must average 30+ hours per week over 12 months		Must average 30+ hours per week over 12 months			
Dependent & Spouse Coverage	Must average 36+ hours per week over 12 months		Must average 36+ hours per week over 12 months		Must average 36+ hours per week over 12 months			
Coordination of Benefits	COB up to plan provisions		COB up to plan provisions		COB up to plan provisions			
WELLNESS AND BIOMETRIC SCREENING								
Bio-metric Screening Required	No		No		No			
HRA Incentive	No		No		No			
MEDICAL PLAN ESSENTIALS	In Network		Out of Network		In Network		Out of Network	
Preventive Coverage	100%		100%		100%		100%	
Predominant Co-Insurance (EE)	80%		50%		75%		50%	
Annual Deductible: Single / Family	\$400 / \$800		\$800 / \$1,600		\$750 / \$1,500		\$1,500 / \$3,000	
Out of Pocket Max - Medical	\$3,000 / \$6,000		\$6,000 / \$12,000		\$4,500 / \$9,000		\$9,000 / \$18,000	
Out of Pocket Max - Prescription	\$9,100 / \$18,200		No Limit		\$9,100 / \$18,200		No Limit	
Annual Maximum Benefit	Unlimited		Unlimited		Unlimited		Unlimited	
Lifetime Maximum Benefit	Unlimited		Unlimited		Unlimited		Unlimited	
POINT OF SERVICE COPAYS	In Network		Out of Network		In Network		Out of Network	
Primary Care Office Visit Copay	\$25 Copay		50% Coins		\$25 Copay		50% Coins	
Specialist Office Visit Copay	\$30 Copay		50% Coins		\$30 Copay		50% Coins	
Urgent Care Copay	\$30 Copay		50% Coins		\$30 Copay		50% Coins	
Emergency Room Copay	Deductible, then 20% Coins		Deductible, then 25% Coins		Deductible, then 25% Coins		Deductible, then 30% Coins	
-If deemed non-emergency	50% Coins if deemed non-emergency		50% Coins if deemed non-emergency		50% Coins if deemed non-emergency		50% Coins if deemed non-emergency	
PLAN TYPE	Plan 1		Plan 500		Plan 1000 - *ACA Compliant			
RX PLAN (COMPANY KPP)	Minimum Copay		Maximum Copay		Minimum Copay		Maximum Copay	
Eligibility Requirement	Tied to Medical (KPP Benefit)		Tied to Medical (KPP Benefit)		Tied to Medical (KPP Benefit)		Tied to Medical (KPP Benefit)	
Days Supply - Retail	34		34		34		34	
Generic (Maintenance)	Greater of \$15 or cost of drug		Not Applicable		Greater of \$25 or cost of drug		Not Applicable	
Generic (Non-Maintenance)	Greater of \$10 or 10%		\$20.00		Greater of \$10 or 10%		\$20.00	
Brand Formulary	Greater of \$25 or 20%		\$50.00		Greater of \$25 or 20%		\$50.00	
Brand Non-Formulary	Greater of \$40 or 30%		\$65.00		Greater of \$40 or 30%		\$65.00	
Specialty	Greater of \$40 or 30%		\$80.00		Greater of \$40 or 30%		\$80.00	
Days Supply - Mail Order / Retail	90		90		90		90	
Generic (Maintenance)	Greater of \$30 or cost of drug		Not Applicable		Greater of \$50 or cost of drug		Not Applicable	
Generic (Non-Maintenance)	Greater of \$20 or 10%		\$40.00		Greater of \$20 or 10%		\$40.00	
Brand Formulary	Greater of \$50 or 20%		\$50.00		Greater of \$50 or 20%		\$50.00	
Brand Non-Formulary	Greater of \$80 or 30%		\$130.00		Greater of \$80 or 30%		\$130.00	
Specialty	N/A		N/A		N/A		N/A	

West Virginia Local 400 - Calendar Year 2023	Plan 1		Plan 500		Plan 1000 - *ACA Compliant	
DENTAL PLAN	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical		Tied to Medical	
Spouse / Dependent Care Available	Yes		Yes		Yes	
Deductible	No Deductible		No Deductible		No Deductible	
Preventive Coinsurance	100%		100%		100%	
Basic Coinsurance	80%		80%		80%	
Major Coinsurance	80%		80%		80%	
Annual Maximum Benefit	\$2,000		\$2,000		\$2,000	
Annual Deductible	None		None		None	
Orthodontia Coverage	YES		YES		YES	
Orthodontia Coinsurance	50%		50%		50%	
Orthodontia Lifetime Maximum Benefit	\$2,000		\$2,000		\$2,000	
VISION PLAN	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical		Tied to Medical	
Spouse / Dependent Care Available	Yes		Yes		Yes	
Exams (Every 12 Months)	\$10 Copay	Up to \$46 Allowance	\$10 Copay	Up to \$46 Allowance	\$10 Copay	Up to \$46 Allowance
Frames (Every 24 Months)	\$120 Allowance	Up to \$45 Allowance	\$120 Allowance	Up to \$45 Allowance	\$120 Allowance	Up to \$45 Allowance
Lenses (Every 12 Months)	Covered 100%	Up to \$125 Allowance	Covered 100%	Up to \$125 Allowance	Covered 100%	Up to \$125 Allowance
Contact Lenses (Every 12 Months)						
-Medically Necessary	Covered 100%	Up to \$210 Allowance	Covered 100%	Up to \$210 Allowance	Covered 100%	Up to \$210 Allowance
-Not Medically Necessary	\$120 Allowance	Up to \$105 Allowance	\$120 Allowance	Up to \$105 Allowance	\$120 Allowance	Up to \$105 Allowance
Children Under 19	Lenses covered 100%. \$120 allowance for frames, then fund pays 80% coins	\$125 allowance for lenses, \$45 allowance for frames.	Lenses covered 100%. \$120 allowance for frames, then fund pays 80% coins	\$125 allowance for lenses, \$45 allowance for frames.	Lenses covered 100%. \$120 allowance for frames, then fund pays 80% coins	\$125 allowance for lenses, \$45 allowance for frames.
INCOME REPLACEMENT	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Life Insurance						
-Employee	\$50,000	\$10,000	\$20,000	\$10,000	\$20,000	\$10,000
-Spouse	\$5,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
-Child	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total Disability	\$30,000	Not Available	Not Available	Not Available	Not Available	Not Available
Short Term Disability	67% of salary	67% of salary	67% of salary	67% of salary	67% of salary	67% of salary
-Maximum Benefit (Weekly)	\$375	\$275	\$375	\$275	\$375	\$275
-Maximum Benefit Period	26 weeks	5 months	26 weeks	5 months	26 weeks	5 months

Fund Name	UFCW Local 400 Fund			
Bargaining Unit	Mid Atlantic - West Virginia Local 400			
Benefit Plan Date	Calendar Year 2023			
ELIGIBILITY	Retiree Plan V (Pre - 65 Group)		Retiree Plan S (Post - 65 Group)	
ALL ASSOCIATES	Retired Employees who are under the age of 65		Retired Employees who are 65 years of age or older	
<b>SPOUSES AND DEPENDENTS</b>	<b>Retiree Plan V (Pre - 65 Group)</b>		<b>Retiree Plan S (Post - 65 Group)</b>	
Single Coverage	Yes		Yes	
Dependent (Child) Coverage	Yes		Yes	
Dependent & Spouse Coverage	Yes		Yes	
Coordination of Benefits	COB up to plan provisions		COB up to plan provisions	
<b>WELLNESS AND BIOMETRIC SCREENING</b>				
Bio-metric Screening Required	No		No	
HRA Incentive	No		No	
<b>MEDICAL PLAN ESSENTIALS</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
Preventive Coverage	100%	100%	100%	100%
Predominant Co-Insurance (EE)	75%	50%	80%	50%
Annual Deductible: Single / Family	\$750 / \$1,500	\$1,500 / \$3,000	\$350 / \$700	No Limit
Out of Pocket Max - Medical	\$4,500 / \$9,000	\$9,000 / \$18,000	\$4,000 / \$8,000	No Limit
Out of Pocket Max - Prescription	\$2,100 / \$4,200	No Limit	\$2,600 / \$5,200	No Limit
Annual Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
<b>POINT OF SERVICE COPAYS</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
Primary Care Office Visit Copay	\$25 Copay	50% Coins	20% Coins	50% Coins
Specialist Office Visit Copay	\$30 Copay	50% Coins	20% Coins	50% Coins
Urgent Care Copay	\$30 Copay	50% Coins	20% Coins	50% Coins
Emergency Room Copay	Deductible, then 25% Coins		Deductible, then 20% Coins	
--If deemed non-emergency	50% Coins if deemed non-emergency		20% Coins	50% Coins
<b>PLAN TYPE</b>	<b>Retiree Plan V (Pre - 65 Group)</b>		<b>Retiree Plan S (Post - 65 Group)</b>	
<b>RX PLAN (COMPANY KPP)</b>	<b>Minimum Copay</b>	<b>Maximum Copay</b>	<b>Minimum Copay</b>	<b>Maximum Copay</b>
<b>Eligibility Requirement</b>	<b>Tied to Medical (KPP Benefit)</b>		<b>Tied to Medical (KPP Benefit)</b>	
<b>Days Supply - Retail</b>	<b>34</b>		<b>34</b>	
Generic (Maintenance)	Greater of \$25 or cost of drug	Not Applicable	Greater of \$10 or 10%	\$75.00
Generic (Non-Maintenance)	Greater of \$10 or 10%	\$20.00	Greater of \$10 or 10%	\$75.00
Brand Formulary	Greater of \$25 or 20%	\$50.00	Greater of \$20 or 20%	\$75.00
Brand Non-Formulary	Greater of \$40 or 30%	\$65.00	Greater of \$10 or 10%	\$75.00
Specialty	Greater of \$40 or 30%	\$80.00	Greater of \$40 or 30%	\$80.00
<b>Days Supply - Mail Order / Retail</b>	<b>90</b>		<b>90</b>	
Generic (Maintenance)	Greater of \$50 or cost of drug	Not Applicable	N/A	N/A
Generic (Non-Maintenance)	Greater of \$20 or 10%	\$40.00	N/A	N/A
Brand Formulary	Greater of \$50 or 20%	\$50.00	N/A	N/A
Brand Non-Formulary	Greater of \$80 or 30%	\$130.00	N/A	N/A
Specialty	N/A	N/A	N/A	N/A

<b>West Virginia Local 400 - Calendar Year 2023</b>	<b>Retiree Plan V (Pre - 65 Group)</b>		<b>Retiree Plan S (Post - 65 Group)</b>	
<b>DENTAL PLAN</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
Eligibility Requirement		N/A		N/A
Spouse / Dependent Care Available		N/A		N/A
Deductible		N/A		N/A
Preventive Coinsurance		N/A		N/A
Basic Coinsurance		N/A		N/A
Major Coinsurance		N/A		N/A
Annual Maximum Benefit		N/A		N/A
Annual Deductible		N/A		N/A
Orthodontia Coverage		N/A		N/A
Orthodontia Coinsurance		N/A		N/A
Orthodontia Lifetime Maximum Benefit		N/A		N/A
<b>VISION PLAN</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
Eligibility Requirement		N/A		N/A
Spouse / Dependent Care Available		N/A		N/A
Exams (Every 12 Months)		N/A		N/A
Frames (Every 24 Months)		N/A		N/A
Lenses (Every 12 Months)		N/A		N/A
Contact Lenses (Every 12 Months)		N/A		N/A
--Medically Necessary		N/A		N/A
--Not Medically Necessary		N/A		N/A
Children Under 19		N/A		N/A
<b>INCOME REPLACEMENT</b>	<b>Retiree Plan V (Pre - 65 Group)</b>		<b>Retiree Plan S (Post - 65 Group)</b>	
<b>Life Insurance</b>				
--Employee		\$5,000		\$8,000
--Spouse		N/A		N/A
--Child		N/A		N/A
<b>Total Disability</b>		N/A		N/A
<b>Short Term Disability</b>		N/A		N/A
--Maximum Benefit (Weekly)		N/A		N/A
--Maximum Benefit Period		N/A		N/A

# SCHEDULE "A" WAGES

UFCW Local 400 - Charleston, West Virginia											
<b>Department Head</b>		<b>Lead Clerk A</b>		<b>Night Premium</b>							
Weekly Store Sales (No Fuel)	Hourly	Weekly Store Sales (No Fuel)	Hourly	Night Work	Hourly						
\$700,001+	\$1.00	\$700,001+	\$0.95	Current	\$1.25						
\$500,001 - \$700,000	\$0.50	\$500,001 - \$700,000	\$0.85	Effective 2/25/24	\$2.00						
Under \$500,000	\$0.20	Under \$500,000	\$0.75	Paid on all hours worked between 10:00 PM and 6:00 AM. If 50% or more of shift is scheduled in between 10:00 PM and 6:00 AM, premium will be paid on the entire shift.							
<b>Department Head Classifications</b>		<b>Lead Clerk A Classification</b>									
Customer Service		File Maintenance Lead									
Customer Service Back-Up*		Starbucks Lead									
Dairy		Note: Current leads and any future promotions to the lead position shall be placed no lower than <b>Level Step 2</b> on the new wage schedule. Effective 2/25/24		<b>Pharmacy (Rx) Technician Premium</b>							
Deli				Tech Level	Hourly						
Frozen Food				Tech 1 (No Premium)	\$0.00						
Grocery				Tech 2 (Passed ACT Quizzes, No PTCB)	\$1.25						
Head Meat Cutter				Tech 3 (Has PTCB, Not Passed ACT Quizzes)	\$1.00						
Night Stock				Tech 4 (Passed ACT Quizzes, Has PTCB)	\$2.25						
Non-Foods				Effective 2/25/24							
Produce				<b>Sr. Certified Pharmacy (Rx) Tech. Premium</b>							
*Customer Service Back-Up is a classified back-up position with it's own payrate. They will be eligible for the same premiums (based on sales volume) as the department heads.				<b>Meat Cutter</b>		Sr. Rx Tech Certification		Hourly			
				No Sales Requirement	Hourly	Effective 2/25/24		\$1.50			
		Current	\$1.00								
<b>Department Back-up</b>		<b>Lead Clerk B</b>		<b>Pharmacy (Rx) Tech. Lead Premium</b>							
Weekly Store Sales (No Fuel)	Hourly	Weekly Store Sales (No Fuel)	Hourly	Certified Rx Tech Lead		Hourly					
\$700,001+	\$1.50	\$700,001+	\$0.90	Effective 2/25/24		\$1.50					
\$500,001 - \$700,000	\$1.00	\$500,001 - \$700,000	\$0.70								
Under \$500,000	\$0.75	Under \$500,000	\$0.50								
<b>Department Back-up Classifications</b>		<b>Lead Clerk Classifications</b>									
Dairy		DSD Lead									
Deli		Pick-Up Lead									
Frozen Food		Floral Lead									
Grocery		Fuel Lead									
Meat Cutter		Liquor Lead*									
Non-Foods		Nutrition Lead									
Produce		Pharmacy (Rx) Lead									
		Seafood Lead									
		*Lead Liquor position will be appointed for select locations at the Employer's discretion.									
		Note: Current back-ups and any future promotions to the back-up position shall be placed no lower than <b>Level-4 Step 3</b> on the new wage schedule. Effective 2/25/24									
		Note: Current leads and any future promotions to the lead position shall be placed no lower than <b>Level Step 2</b> on the new wage schedule. Effective 2/25/24									



Schedule "A" Wages

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





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



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



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



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



**LETTER OF UNDERSTANDING**

**WAGE SCALE TRANSITION**

**By and Between**

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

**West Virginia Stores**

**And**

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

All parties agree to the following concerning grandfathering FT associates into the Pay Scale within all stores covered by Collective Bargaining Agreements between Kroger Limited Partnership 1 and UFCW Local 400:

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