

**The Kroger Limited Partnership I
Comprehensive Company Proposal
To UFCW Union Local 1529
Clerks Agreement
September 10, 2021**

The Company makes the following comprehensive offer ("Offer") to UFCW Local 1529 ("Union") for a new collective bargaining agreement for the Clerks Agreement. This Offer, and the current collective bargaining agreement to which it applies, represents the Company's Offer. This Offer is conditioned on a timely and peaceful settlement. The Company reserves the right to add to, delete from, amend, correct, modify, or withdraw this Offer for the bargaining unit prior to acceptance by the Union, or in the event of changed facts or circumstances. There shall be no final agreement on any issues, regardless of procedural tentative agreements, until a full and complete agreement is reached on all issues which are the subject of matters for bargaining and only after that full agreement is ratified by the parties.

Current contract with the following changes:

1. ARTICLE 2 – COVERAGE

Delete stricken language & add changes in bold:

- A. The Union shall be the sole and exclusive bargaining agent for all employees in the classifications defined in Schedule "A", hereto attached, in the following stores operated by the Company, now identified as the Delta Marketing Area: **339, 345, 355, 363, 370, 376, 377, 381, 387, 388, 391, 392, 393, 398, 401, 402, 404, 405, 409, 410, 415, 419, 425, 426, 427, 429, 430, 433, 434, 435, 437, 438, 439, 440, 447, 448, 449, 451, 452, 453, 454, 456, 457, 462, 463, 464, 465, 466, 468, 469, 471, 472, 473, 474, 478, 479, 481, 484, 486, 488, 489, 490, 491, 492, 493, 494, 497, 499.**

~~, and not already under contract to other Local Unions, in the following locations:~~

- ~~1. State of Missouri~~
- ~~2. State of Mississippi~~
- ~~3. State of Arkansas~~
- ~~4. State of Tennessee~~
- ~~5. State of Kentucky~~

Employees at stores not represented by the union have a right under federal law to join or not join a union. This proposal is meant to respect that right and ensure employees have the freedom to exercise that right as they choose.

2. ARTICLE 3 -SHOP CONDITIONS

T.A. 7/13/21

Section A- Delete stricken language & add changes in bold:

- A. In the interest of promoting cooperative relations, the Employer agrees that within the first ~~seventy-two~~ **forty-eight (48) (72)** hours of employment of a new employee, a management representative of the store shall introduce the new employee to the store steward or an employee designated by the Union and give a reasonable amount of time to explain the Union contract and answer questions.

We are extending the timeframe to introduce new associates to the union and this proposal does not affect your wages or benefits and it only applies to new hires.

3. ARTICLE 3 -SHOP CONDITIONS

Section F - Delete:

~~F. An agent of the Local or their designated representative will be notified at least forty-eight (48) hours in advance, when possible and allowed to attend all new hire orientation classes and will be given reasonable time up to and not to exceed fifteen (15) minutes. Should an employee not see a designated representative during orientation, the Company will allow a reasonable time, up to and not to exceed fifteen (15) minutes, to discuss Company rules, the Union contract and sign up for membership with the Union. The Company shall be supplied a copy of any printed information provided by the Union.~~

We are deleting this language because it restricts our onboarding process and timeline for new associates.

4. ARTICLE 5 - DISPUTE PROCEDURE (Modified prior to TA) T.A. 6/29/21

Section A- Add changes in bold:

Step 4. In the event the preceding step fails to settle the complaint or grievance, the Union or the Employer may request that the matter be referred to a Board of Arbitration or file for intent to arbitrate with the Employer or the Union. However, any such request for arbitration must be made not more than ten (10) days after the Employer gives its answer in writing in Step 3. **Union Board of Arbitration must submit a panel within 120 days of the Step 3 response. May extend for an additional thirty (30) days upon request.**

At the request of either party, during the thirty (30) days following the request for arbitration, the President of the Union and the Manager of Human Resources shall meet and attempt to resolve the issue. The time limit set forth for this may be extended by mutual agreement.

We take these dispute procedures seriously. As such we need to be able to respond in a timely manner.

U-39. Article 5: Dispute Procedures T.A. 6/30/21

Section B: Step 4 - Change to read:

During the term of this Agreement, the Employer and the Union will continue the practice of meeting on Step 3 grievances ~~on the first Friday of every month~~, or on another mutually agreeable date at a location determined by the parties, unless the Employer or the Union notifies the other party in writing of their desire to stop this practice.

This is a union proposal.

5. ARTICLE 5 - DISPUTE PROCEDURE (Modified prior to TA) T.A. 6/29/21

Section A- Add changes in bold:

E. Either the Union, the Employer, or both, shall request the Director of the Federal Mediation and Conciliation Service to supply a panel of seven (7) arbitrators **within 120 days from the Step 3 response (may extend for an additional thirty (30) days upon request)** from which the arbitrator may be chosen. The arbitrator must be selected within sixty (60) days from

the receipt of the panel. The date for the arbitration must be set within sixty (60) days after receipt of the arbitrator's available dates. The decision of the arbitrator shall be binding upon the Union, the Employer, and the aggrieved employee. Authorized expenses of the arbitration shall be paid equally and jointly by the Employer and the Union.

We take these dispute procedures seriously. As such we need to be able to respond in a timely manner.

6. **ARTICLE 5 - DISPUTE PROCEDURE** (Modified) **T.A. 7/13/21**
Section J- Add changes in bold & Delete stricken language:

J. Any meetings or actions that may result in the potential disciplinary suspensions or discharge of an employee will be conducted by a member of management (non-bargaining unit employees) in the presence of the shop steward, alternate, or **another** ~~the most senior~~ bargaining unit member **of their choosing** ~~available~~ if a steward or alternate is not present.

In keeping with our Values, including respect, we take this type of misconduct seriously. We are adding language that allows us to efficiently identify documented patterns.

U-2. **ARTICLE 5 – DISPUTE PROCEDURE –** **T.A. 7/13/21**
Add New Section:

When an employee is suspended pending investigation, the Employer will have fourteen (14) days to investigate and render a final decision, unless the availability of witnesses (such as on account of vacation, leave of absence, or medical issues, etc.) or other extenuating circumstances makes this time limit impractical. All terminations will be served on a constructive advice record.

This is a union proposal.

U-3. **ARTICLE 5 – DISPUTE PROCEDURE –** **T.A. 6/30/21**
Add New Section:

When a part-time employee is terminated by the Employer and later reinstated with back pay, such back pay will be calculated using the average weekly hours for the four (4) weeks immediately preceding the employee's termination.

This is a union proposal.

7. **ARTICLE 7 – UNION MEMBERSHIP**
Delete stricken language

~~A. The Employer shall deduct initiation fees, uniform assessments and membership costs from the weekly pay of employees who are members of the Union and who individually and voluntarily certify in writing an authorization for such deductions in the amount certified by the Local Union to be due and owing. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of Local 1529.~~

~~B. The Employer will make deductions from employees according to the signed Active Ballot Club check-off card, and the monies collected will be forwarded to the Secretary-Treasurer of U.F.C.W., Local 1529 by a separate check.~~

~~D. This authorization shall take effect as of the date hereof and shall continue in effect for successive one (1) year periods or until the termination of this Agreement.~~

This language is irrelevant as technology now exists for the union to efficiently and effectively collect union dues without company assistance.

8. **ARTICLE 8- OTHER WORK** (Modified 9.10.21)

Section D – Add changes in bold & Delete stricken language:

~~If an employee in this unit is required to work in the Meat or the Deli Department temporarily and only in emergency situations, the hours worked in the Meat or the Deli Department will be counted as hours worked for the purpose of Health and Welfare and Pension contributions. All hours worked within the Deli Department will have a premium of fifty cents (\$.50) per hour.~~

It is understood that retail associates can be assigned to work in any department. For the meat and deli department, associates will be assigned and scheduled to work provided they have the ability to perform the work, which will include stocking, cleaning, and sanitation. Clerks assigned to the meat and deli department will not operate cutting equipment or machinery unless specifically trained to do so. The hours worked in the Meat or the Deli Department will be counted as hours worked in Retail for the purpose of Health and Welfare and Pension contributions.¹

This language limits our ability to meet the needs of the business. This language provides more operational flexibility and provides clerks the opportunity to work more hours and learn other parts of the business across the store.

9. **ARTICLE 9- WAGES**

Section A- Add changes in bold:

A. Rates of pay and pay schedules as set forth in Wage Schedule "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked. **All wages, benefits, or other terms of this Agreement are intended to be minimums, and the Employer may place into effect wages, benefits, or other terms that exceed these minimums and may reduce the same to the minimums herein prescribed without consent of the union.**

This language limits our ability to meet the needs of the business. Modifying this language provides more operational flexibility and allows us to be more competitive and quickly respond to changes in the market with respect to wages.

10. **ARTICLE 10- WORKING CONDITIONS** (Modified 9.10.21)

Section B & B1: Add changes in bold & Delete stricken language:

B. The basic workweek shall consist of forty (40) hours ~~to be worked in five (5) days~~. The basic workday shall not be in excess of ~~eight (8)~~ **eight and one half (8.5)** hours. Work performed in excess of the above hours on the day or week shall be paid for at one and one-half (1½) times

¹ Nothing in Kroger's proposed changes to work assignment language seeks to alter, or may be construed to impact, the bargaining unit description or the parties' rights to contest that associates performing the work are included or excluded from a bargaining unit.

the employee's straight-time hourly rate of pay, whichever is greater, but in no case on both. **Associates hired on or after January 2, 2022 will not be eligible for daily overtime.**

~~B.1. All hours worked on the sixth day of workweek will be paid for at one and one-half (1½) times the employee's straight time hourly rate of pay. However, p~~Part-time employees who wish to maximize their hours may volunteer to work a sixth day at straight time **as long as it does not exceed forty (40) hours**. ~~The sixth day compensation must be waived prior to the shift, in writing and in the presence of store management and union steward for each occasion.~~

We are required by Federal law to pay overtime over 40 hours a week. We need to address the costs of daily overtime. As far as we are aware, our competitors do not offer daily overtime. Instead of eliminating daily OT, we have modified our initial proposal to pay daily OT for any time after a 9-hour workday.

11. ARTICLE 10- WORKING CONDITIONS

Section O – Delete stricken language & add changes in bold:

~~All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products, rack jobbers, offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the bargaining unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores. There shall be no expansion of the present practice, which might tend to erode bargaining unit employment during the life of this Agreement.~~

~~If the Employer violates this Section, using non-bargaining unit people, the most senior part-time Clerk shall be paid equal to the top full-time Clerk for time spent by non-bargaining unit person performing bargaining unit work.~~

~~It is understood the Employer may use vendor assistance in the General Merchandise section for those items not normally sold in the Grocery Department.~~

Vendor Assistance: 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 a major impact on bargaining unit work as a result of the above, the Employer agrees to meet with the Union to discuss such impact. It is further understood that the use of vendor assistance working on preparation of and assistance during seasonal changeover and outdoor selling, including floral front porch work, is permitted."

The Employer may utilize any vendor services available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of the fuel center.

The Company may use outside floor care services.

This language allows the company to receive the same level of vendor support and services that our competitors receive.

12. ARTICLE 10- WORKING CONDITIONS

(Modified)

T.A. 6/28/21

Add changes in bold & Delete stricken language:

Modify to Read: Section B.1. All hours worked on the sixth day of a workweek will be paid for at one and one-half (1½) times the employee's straight-time hourly rate of pay. However, part-time employees who wish to maximize their hours may volunteer to work a sixth day at straight time. The sixth day compensation must be waived prior to the shift, in writing and in the presence of **a member of store management Leader and the Union Steward or another bargaining unit member of their choosing if not present at work**, for each occasion.

Article 10: Working Conditions

Modify to Read: Section C. There shall be no split shift schedule for employees. Any employee working a split shift will be paid one and one-half (1½) times their regular rate for all hours worked that day. Employees may voluntarily waive this provision. This letter must be dated and signed by **a member of the Store Leader Management, and the Union Steward or another bargaining unit member of their choosing if not present at work**, and the affected employee.

Article 10: Working Conditions

Modify to Read: Section P. Employees will be given a minimum of ten (10) hours off between shifts. If a new work shift starts prior to the ten (10) hours, all hours worked on that shift will be paid at time and one-half (1½). Employees may voluntarily waive this provision. Less than ten (10) hours between shifts must be waived prior to the shift, in writing and in the presence of **a member of store management Leader and the Union Steward or another bargaining unit member if not present at work**, for each occasion. This letter must be dated and signed by **a member of the Store Leader Management, and the Union Steward or another bargaining unit member of their choosing if not present at work**, and the affected employee.

This language allows an hourly associate to sign as a witness when the shop steward is not present for associates choosing to waive hourly overtime.

U-9. ARTICLE 10- WORKING CONDITIONS

T.A. 9/10/21

Section K: Change to read:

A work schedule for all store employees, listing surname and first initial, by seniority date, shall be posted in ink in a designated place in each store by Friday noon for the subsequent week and shall remain posted for the week. **Once posted, there will be no changing of the schedule.**

This is a union proposal.

13. ARTICLE 11- HOLIDAYS

(Modified 6.30.21)

Section E: Add changes in bold & delete stricken language:

E. Absences **occurring on the holiday or the two (2) scheduled days before or after the holiday**, (if scheduled) ~~or the scheduled day after the holiday~~ which is caused by proven illness of the employee or which is excused by management, shall not disqualify the employee for holiday pay, provided the employee has worked some part of the holiday week. Contractually

This process for scheduling during a holiday week is outdated and hampers our ability to meet the needs of our customers during peak selling.

qualified funeral leave, jury duty and return from leaves of absence during the holiday week shall be included in excusable absences. "Acts of God" beyond the Company's control such as but not limited to fire, flood or tornado shall be included in excusable absences.

14. ARTICLE 12- SUNDAY WORK (Modified 9.10.21)

Section A-E – Delete stricken language and add changes in bold:

A. Regular employees working on Sunday will receive a premium of one dollar (\$1.00) per hour. Part-time employees working on Sunday will receive a premium of fifty cents (\$.50) per hour.

~~B. Sunday work will be offered by seniority to employees with the ability to perform the necessary job duties. Such work will be voluntary with junior employees being scheduled if enough volunteers are not available. Volunteer list to be posted and effective on a quarterly basis, listing those employees who do not wish to work on Sunday. A new posting will be made one (1) week prior to any scheduling starting a new quarter and will remain posted by the regular weekly work schedule.~~

~~C. If a regular employee is required to work on Sunday (by inverse seniority order), that employee shall be scheduled two (2) days off in succession (if they desire) during that week or the next succeeding week.~~

~~D. If a regular employee is required to work on Sunday less than the basic workday eight (8) hours, such hours will be in addition to the basic workweek and those Sunday hours will be compensated for at one and one-half (1-1/2) times the basic rate of pay in place of a premium and these hours will not be counted in computing hours for the purpose of overtime.~~

~~E. Such overtime work may be claimed by seniority, classification and ability to perform the work, regardless of whether the employee has signed the volunteer list.~~

B. Employees hired on or after January 2, 2022 will not be eligible for Sunday premium.

This language limits our ability to competitive and meet customer needs during peak selling.

U-18: Article 13: Vacations

T.A. 9/9/21

Modify to Read: Section 11

The store shall post a complete "vacation schedule" no later than January 31st of each year, setting forth the available vacation dates for each eligible employee in the **store operation**. Choice of vacation dates will be granted to employees on the basis of length of continuous regular service. The "vacation schedule" shall be approved by March 15th and shall not be changed unless agreeable to the employee. **Employees are still responsible for entering the approved vacation time in the scheduling system to ensure that the vacation time is scheduled but failure to do so does not constitute a denial of vacation time.**

Each store shall post a "temporary vacation schedule" by no later than December 1st of each year to accommodate employees who may wish to request vacation time, for which they are eligible, between January 1st and March 15th of the next year.

The Employer will not block out any weeks of eligibility for vacations. However, the Employer may limit the number of employees to be off within a job classification, consistent with the efficient operation of the store.

For employees that do not utilize the vacation schedule, shall be subject to the following request and approval process below.

The employee must request vacation in the scheduling system at least thirty (30) days in advance; vacation must be approved or denied within seven (7) days of the schedule being written where the vacation time has been requested. If the schedule writer fails to respond within the seven (7) days, the vacation will be granted. Choice of vacation dates will be granted to employees on the basis of length of continuous regular service. Any vacation time that has not been requested through the scheduling system will be considered on a case-by-case basis.

Both parties will discuss alternative methods depending on system changes or enhancements.

This is a union proposal.

30. ARTICLE 14 – SENIORITY

Withdrawal 9.10.21

Section D – Add changes in bold:

In the matter of a permanent transfer from one store to another, consideration will be given to the employee's wishes. Where ability is reasonably equal, an employee having seniority may elect not to transfer. The Union shall be notified of all permanent transfers. **It is understood that where an opening exists, a full-time employee may transfer to any location covered by Local 1529 regardless of seniority area.**

This section has been withdrawn.

15. ARTICLE 14- SENIORITY

Withdrawal 9.10.21

Section E – Delete stricken language and add changes in bold:

~~In the matter of promotions within the bargaining unit, where ability is reasonably equal, the employee having the greatest seniority shall receive preference.~~ **In the matter of promotions or transfers from one (1) type of work to the other, the Employer will have the right to exercise its discretion and final judgment, which may include consideration of seniority.**

This section has been withdrawn.

U-22. ARTICLE 14 – SENIORITY, SECTION G (CLERK)

T.A. 6/30/21

Change to read:

Any disputes or issues arising out of scheduling must be presented by the employee involved not later than Saturday noon (or twenty-four (24) hours from the time the schedule is posted, whichever is later) of the week the schedule is posted; otherwise, said employee will be deemed not to have a valid grievance.

This is a union proposal.

16. ARTICLE 14 – SENIORITY

TA 9/10/2021

Section H – Add changes in bold: (Modified 9.10.21)

All Department Leader openings will be posted in the **all of Local 1529's** seniority area's for ten (10) days. Employees wishing to be considered shall sign the posting. A copy of all postings will be forwarded to the Union in a timely manner. The Employer will ~~contact~~

This language allows us operational flexibility to hire externally when there are no qualified internal applicants.

interview all employees that have signed the posting that meet the posted criteria for a the Department Leader Posting position. The employee that signs for the position in the home seniority area will have preference where experience is comparable. If no employee is awarded the position after the posting expiration, the posting will then be posted externally for seven (7) days. If an external qualified candidate is selected, that individual will be hired in as a full-time department leader and shall not be subject to Section M.10 set forth in this Article.

17. ARTICLE 14- SENIORITY

(Modified prior to TA)

T.A. 6/30/21

Section L3-Delete stricken and add changes in bold:

3. Full-time schedules (other than night stock employees) with hours after ~~6:30~~ **7:00** p.m. will be rotated among available employees as far as it is practical to do so.

The current language limits our ability to meet the needs of the business. Modifying this language provides more operational flexibility and helps us to be more efficient in scheduling to meet the needs of the business.

U-24. ARTICLE 14 – SENIORITY

TA 9/10/2021

SECTION M.5 Change to read:

Where part time employees are available, they shall be scheduled a minimum of twenty (20) hours per week. Additional hours will be scheduled based on seniority and availability.

This is a union proposal.

18. ARTICLE 15- HEALTH AND WELFARE

See Attachment “A”

Replace current Attachments “B”, “C” and “Retiree Health Care LOA” with proposed Attachment “A”

Change to Read:

Section 1.

Article 15 In the Clerk Agreement “UFCW Local 1529 and Kroger Delta Memphis Stores” is replaced and modified to include the following changes.

Section 2. Participation

The Employer shall participate in the established Local 1529 United Food and Commercial Workers Unions and Employers Health and Welfare Trust Fund, referred to as the “Memphis Fund” or “Fund” through December 31, 2022 on the terms set forth below. Effective January 1, 2023, Kroger and the Union understand and agree that employees under the Memphis Local 1529 Retail Clerk’s agreement (and their covered dependents) shall cease to be covered by the Memphis Fund and that the healthcare benefits of this group will be provided and administered directly by the Kroger Company. Effective January 1, 2023, Healthcare benefits shall be provided through the Memphis Company Plan, a single-employer group health plan(s) sponsored by the Employer, referred to hereafter as the “Company Administered Memphis Plan” and as modified and described in further detail below.

Section 3. Employer Contributions/Funding for Memphis Fund Through December 31, 2022 Transition to the Company Administered Plan.

A. Kroger will continue to fund benefits using the **Pass-Through** methodology as it pertains to Memphis local 1529 healthcare expenses under the Memphis Fund through December 31,

2022. This methodology was described in the “Pass through Funding Attachment” of the recently expired CBA and as follows:

The Pass-Through methodology means that Kroger shall reimburse to the Fund weekly for actual claims submitted and adjudicated by the Fund. These claims and other reasonable and customary administrative expenses, related to the Kroger participants covered by this Agreement, shall be paid to the Fund within five (5) business days of receipt of such invoice by Kroger Accounting Services. In addition, the Fund shall be reimbursed by Kroger in accordance with the Pass-Through methodology for reasonable and customary expenses related to administration, Dental, Vision, Disability and Life for the Kroger participants covered by this Agreement. The administration, Dental, Vision, Disability and Life coverage related to the Kroger participants covered by this Agreement shall be determined on an annual basis by the Trustees of the Fund and submitted weekly for reimbursement. Kroger shall indemnify the Fund for Kroger-attributed claims by and with the good faith and credit of The Kroger Company – Memphis Division.

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 the measurement and stability period, outlined in this Article (Article 15). Once an employee is qualified and covered by the Health Plan, the employee shall remain eligible until disqualified in accordance with the provisions related to their years of service and average hours worked, herein, as long as they continue to meet eligibility requirements and are otherwise eligible for coverage. Absent express language or legal requirements providing otherwise, the Employer shall continue to pay such penny contributions as required so long as the employee remains actively working and/or regularly scheduled to work and qualified in a covered classification. Employer “penny contributions” shall immediately be discontinued if the employee is terminated, laid off, or voluntarily quits, or otherwise fails to be actively working or is not regularly scheduled to work except approved time off, approved leaves of absences in a stability period, and/or approved medical leaves in a stability period.

All Kroger Employer and applicable employee contributions are to be used exclusively for the purpose of providing benefits to Kroger associates who participate in the current plans of benefits or newly negotiated plans as adopted by the Trustees. The Employer will retain employee contributions to offset expenses accrued through utilization of the Pass-Through methodology.

The fund will continue to maintain reserves of \$500,000 as previously agreed upon.

Kroger agrees to execute the standard Participation Agreement with the Fund and otherwise comply with all rules and regulations as prescribed by the Fund’s Trust Agreement for as long as it participates in the Memphis Fund.

Nothing in this eliminates Kroger’s obligation to pay all reasonable and customary claims and related expenses in accordance with the Pass-Through process described herein.

If, for any reason, Kroger terminates its participation in the Fund by mutual agreement with the Union, through the Collective Bargaining Agreement process, or upon an action of a strike, lockout, or impasse, Kroger will be obligated to pay for Kroger-related claims and reasonable and customary administrative expenses incurred up to the time of termination or action. In the event of a termination, strike, lockout, or impasse, it is understood that any reimbursement for such expenses will be made after the \$500,000 in reserves are utilized to cover Kroger-related claims and expenses.

If, for any reason, Kroger and UFCW Local 1529 mutually agree to terminate the Pass-Through methodology and revert back to the traditional funding method, Kroger will begin funding at a per eligible per month (PEPM) rate to pay projected claims and expenses in order to maintain solvency for benefits provided to Kroger participants covered under this Agreement until the parties agree to a new MOU or CBA. The rate will be determined by the Fund actuary and, if necessary, be adjusted annually and agreed to by the Trustees of the Fund. An additional amount of PEPM will be added to the described adjusted rate in order to reach IBNR plus two (2) months over the course of seven (7) years.

The Trustees shall continue to have the responsibility and obligation to periodically consider and promptly implement cost containment strategies, such as more competitive pricing, wellness programs, etc. which if implemented would produce cost savings for the Fund. Nothing contained herein, including the use of a Pass-Through methodology, shall preclude the Trustees from utilizing such cost savings, for benefit improvements or reduced employer expenses, as adopted by the Trustees. As part of this obligation, it is agreed to by the parties that Kroger will pay for its portion of the cost of any stop-loss insurance obtained by the Fund for coverage through the term of this “Agreement” or any other option approved by the Board of Trustees that is of equal or lesser cost. If Kroger pays a claim that results in a claim under the Fund’s stop-loss insurance, any stop loss claim payments received by the Fund for such Kroger’s claims will be credited to Kroger’s reserve amount and may be used to offset any future pass-through obligation to bring the Kroger reserve amount down to \$500,000.

It is understood that the contributions, reserves, claims experience, and other related expenses associated with the Memphis Clerks will not be co-mingled with any other bargaining unit’s experience within the Memphis Fund, or with any other Trust Fund unless mutually agreed to by the bargaining parties to this Collective Bargaining Agreement

B. Beginning January 1, 2023 employees will only be eligible for benefits through the Kroger Plan of Benefits as described herein (section 5). These benefits will be fully funded by The Kroger Co., with employee contributions being used to offset expenses. Eligibility will be extended to those employees actively working and/or regularly scheduled to work and qualified in a covered classification. Eligibility will immediately cease if the employee is terminated, laid off, or voluntarily quits, or otherwise fails to be actively working or is not regularly scheduled to work except approved time off, approved leaves of absences in a stability period, and/or approved medical leaves in stability period.

Section 4. Employee Contributions

The required employee contributions for full-time and part-time employees who qualify for health care benefits under this Agreement shall continue as set forth below. Effective with the start of the weekly payroll period correlating with January 1st of each year, the following rates will be deducted by payroll for enrolled employees.

Weekly Contributions - 2021 and 2022	Plan A (With Wellness Incentive)	Plan A (Without Wellness Incentive)	Plan B (With Wellness Incentive)	Plan B (Without Wellness Incentive)	Plan C (With Wellness Incentive)	Plan C (Without Wellness Incentive)
Part Time - Employee	\$15	\$25	\$13	\$23	\$11	\$21
Full Time - Employee	\$15	\$25	\$13	\$23	\$11	\$21

Employee + Child(ren)	\$24	\$34	\$19	\$29	\$16	\$26
Employee + Spouse	\$31	\$41	\$25	\$35	\$22	\$32
Family	\$38	\$48	\$28	\$38	\$25	\$35
Working Spouse Fee (Per Month)	\$34.62 (150 per month)		\$34.62 (150 per month)		\$34.62 (150 per month)	

Weekly Contributions - 2023	Plan A	Plan B	Plan C
Employee	\$18	\$15	\$12
Employee + Child(ren)	\$33	\$27	\$22
Employee + Spouse	\$40	\$33	\$27
Family	\$46	\$45	\$36
Working Spouse Fee (Per Month)	\$46.15 (\$200 per month)	\$46.15 (\$200 per month)	\$46.15 (\$200 per month)

Weekly Contributions - 2024	Plan A	Plan B	Plan C
Employee	\$22	\$18	\$13
Employee + Child(ren)	\$40	\$33	\$24
Employee + Spouse	\$49	\$40	\$29
Family	\$54	\$54	\$39
Working Spouse Fee (Per Month)	\$46.15 (\$200 per month)	\$46.15 (\$200 per month)	\$46.15 (\$200 per month)

Wellness Incentives: The wellness incentive discount will be effective January 1, 2021. Participation in the wellness program will consist of an employee meeting with a pharmacist, their primary care physician, or other plan provider to receive a health screening. Participating employees will receive a \$10.00 discount on their employee contributions as shown in the chart above. This incentive will be discontinued on December 31, 2022.

Spouse Contributions: Beginning January 1, 2021, employees will pay a contribution in addition to the applicable weekly co-premium for spouse or family coverage. Such coverage will be for those spouses who have access to other employer sponsored coverage and who wish to enroll in coverage under this plan. In addition, the employee's spouses who have access to other coverage must enroll in that plan and will be covered as secondary on this plan, subject to all applicable contributions.

Employees with spouses who do not have access to other employer sponsored coverage may waive the additional spouse fee upon proof of no other coverage. In addition, employees with spouses working for Kroger will also be able to waive this contribution requirement.

Beginning January 1, 2023 spouses with available elsewhere will no longer be required to enroll in said coverage to participate in the associates' plan and coverage under the associates' plan will be primary or secondary. The spouse contribution will be required for those with spouses with coverage available elsewhere. Coordination of benefits will be paid up to the maximum provisions of the associates' plan (not up to 100% of the claim).

Section 5. Eligibility

- A. Employees covered by the CBA will qualify for 2021 benefits coverage in accordance with the eligibility requirements outlined below through December 31, 2022.
1. Eligibility Requirements: The term "eligible employee" shall mean an employee who has been paid a minimum number of hours in their applicable measurement period, qualifying for an Employer contribution. In order to remain qualified an eligible employee must continue to be paid for a minimum number of hours in their applicable measurement periods, as described herein. Eligibility will immediately cease if the employee is terminated, laid off, or voluntarily quits, or otherwise fails to be actively working or is not regularly scheduled to work except approved time off, approved leaves of absences in a stability period, and/or approved medical leaves in a stability period.
 2. Employees hired prior to January 1, 2021 – Effective April 1, 2020, employees become eligible on the first (1st) day of the first (1st) calendar month immediately following nine (9) months employment if he/she has maintained an average of eighteen (18) hours per week (216 hours) (twenty (20) hours per week as of January 1, 2021) for the twelve (12) consecutive weeks immediately preceding the first of the following month and in accordance to this Article. Employees averaging thirty-six (36) hours per week for the twelve (12) consecutive weeks immediately preceding the first of the following month will not be subject to the nine (9) months waiting period.

Employees averaging eighteen (18) hours per week (twenty (20) hours as of January 1, 2021) for the twelve (12) consecutive weeks immediately preceding the first of the following month will qualify for employee only coverage. To maintain employee only coverage, employees must continue to maintain eighteen (18) hours per week (twenty (20) hours as of January 1, 2021) for the twelve (12) consecutive weeks immediately preceding the first of the following month.

Employees averaging thirty-six (36) hours per week for the twelve (12) consecutive weeks immediately preceding the first of the following month will qualify for employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage. To maintain employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage, employees must continue to maintain thirty-six (36) hours per week for the twelve (12) consecutive weeks immediately preceding the first of the following month.

The parties agree to comply with the Affordable Care Act (ACA). In order to comply with certain provisions of the ACA, the Employer shall establish a twelve (12) month measurement and stability period each year. Employees who average thirty (30) or more hours per week during the measurement period will maintain health and welfare contributions and eligibility for employee plus child(ren) coverage for the following twelve (12) month period known as the stability period, unless they terminate, are laid off, voluntarily quit, or otherwise fail to be actively working or are not regularly scheduled to work (except approved time off, leaves of absences (whether paid or unpaid), and/or

medical leaves), in which case contributions shall cease and any further coverage will be dependent on the terms of the plan. It is further agreed that the Employer shall provide the plan's administrator with a monthly report including date of hire, paid hour data and contributions which shall be sufficient to enable the administrator to determine the class or classes of benefits for which each employee is eligible pursuant to the plan document.

3. Employees hired on or after January 1, 2021 - Effective April 1, 2020, employees become eligible on the first (1st) day of the first (1st) calendar month immediately following twelve (12) months employment if he/she has maintained an average of twenty (20) hours per week (216 hours) over twelve (12) months. Employees that qualify will maintain their benefits for a full twelve (12) months, as long as they remain employed, meet eligibility requirements and are otherwise eligible for coverage. For each following benefit year, employees' average weekly hours will be measured from the beginning of first payroll period in October through the last payroll period in September, using the standard twelve (12) month measurement period.

Employees averaging twenty (20) hours per week over the standard twelve (12) month measurement period will qualify for employee only coverage. To maintain employee only coverage, employees must continue to maintain twenty (20) hours per week over the standard twelve (12) month measurement period.

The parties agree to comply with the Affordable Care Act (ACA). In order to comply with certain provisions of the ACA, the Employer shall establish a twelve (12) month measurement and stability period each year. Employees who average thirty (30) or more hours per week during the measurement period will maintain health and welfare contributions and eligibility for employee plus child(ren) coverage for the following twelve (12) month period known as the stability period, unless they terminate, are laid off, voluntarily quit, or otherwise fail to be actively working or are not regularly scheduled to work (except approved time off, leaves of absences (whether paid or unpaid), and/or medical leaves), in which case contributions shall cease and any further coverage will be dependent on the terms of the plan. It is further agreed that the Employer shall provide the plan's administrator with a monthly report including date of hire, paid hour data and contributions which shall be sufficient to enable the administrator to determine the class or classes of benefits for which each employee is eligible pursuant to the plan document.

Employees averaging thirty-six (36) hours per week over the standard twelve (12) month measurement period will qualify for employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage. To maintain employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage, employees must continue to maintain thirty-six (36) hours per week over the standard twelve (12) month measurement period.

4. Effective April 1, 2020, Courtesy Clerks and Fuel Clerks are eligible for healthcare benefits using the previously stated eligibility rules.
5. Effective March 1, 2020, employees will now become eligible for Medical, Prescription Drug, Dental, Vision, Life and Disability at initial eligibility.
6. On an annual basis, there shall be a participant enrollment and an annual dependent and eligibility audit conducted by the Plan Administrator.

7. An employee who waives coverage will be ineligible to re-enroll until the next annual enrollment period, unless there is a qualifying life event in accordance with Trust rules and applicable law.
8. Change In Qualification: When an employee fails to qualify for the thirty-six (36) hour contribution, but qualifies for the eighteen (18) hour contribution (twenty (20) hours effective January 1, 2021) that contribution shall be made when the thirty-six (36) hour contribution is discontinued.

When an employee hired on or after January 1, 2013 fails to qualify for the thirty-six (36) hour contribution but qualifies for the eighteen (18) hour contribution (twenty (20) hours effective January 1, 2021), that contribution shall be made when the thirty-six (36) hour contribution is discontinued if the employees averages at least eighteen (18) hours per week (216 hours) for the qualifying period. If the employee is in their Stability Period the employees child(ren) will still have coverage but the employees spouse will no longer have coverage until the employee maintains the hour structure listed above.

Part-time employees who fail to maintain the eighteen (18) hour average (216 hours) (twenty (20) hours effective January 1, 2021) for the twelve (12) weeks immediately preceding the first (1st) of the following month, coverage will lapse. If the employee regains the eighteen (18) hour average (216 hours) for twelve (12) weeks immediately preceding the first of a future month, single coverage will be reinstated the first of the following month.

9. Plan Eligibility: Employees on the payroll and qualified as of July 1, 2001, may continue to be covered by the plan identified by the Health and Welfare Plan & Trust as Plan A (Closed Plan) assuming all other eligibility criteria are met. These employees can choose to elect coverage in Plan B or Plan C, as opposed to Plan A, thereby reducing the required weekly employee premium. The employee can select Plan A, Plan B or Plan C during each future Open Enrollment period.
10. Full-time and part-time employees on the payroll and qualified after July 1, 2001 but before July 1, 2005, shall be eligible for a schedule of benefits identified as Plan B assuming all other eligibility criteria are met. These employees can choose to elect coverage in Plan C as opposed to Plan B, thereby reducing the required weekly employee premium. The employee can select Plan B or Plan C during each future Open Enrollment period.

Full-time employees hired after July 1, 2005 and part-time employees hired after January 1, 2005 shall be eligible for a schedule of benefits identified as Plan C, and after thirty-six (36) consecutive months of Plan C eligibility, the employee will be eligible to elect Plan B during the open enrollment period immediately following their thirty-sixth (36th) month of eligibility. Employees will have sixty (60) days from the date they qualify to enroll in Plan B. If an election is made to stay in Plan C or enroll in Plan B, the employee can elect either Plan C or Plan B during a future enrollment period.

11. Hours Eligibility Summary Tables:

All employees will become eligible for coverage by working the hours shown in the tables below using the same "measurement" periods outlined in this Article (Article 15) for coverage in calendar years 2020 and 2021. To provide for an initial transition period, eligibility changes will become effective March 1, 2020.

Tier of Coverage*	2020	2021
Employee Only	18 hrs/wk	20 hrs/wk
Employee plus Child(ren)	30 hrs/wk	30 hrs/wk
Employee plus Spouse	36 hrs/wk	36 hrs/wk
Employee plus Spouse and Child(ren)	36 hrs/wk	36 hrs/wk

* For employees available to work and expressed interest in obtaining healthcare but have not met the hour requirement can address their issues according to Attachment "A".

Ancillary Benefits: Employees who lose coverage due to the change in hours will be offered dental, vision and life insurance coverage at a cost of \$5 per week so long as they average 12 hours per week using the same measurement periods established for healthcare coverage as described above. (Employees hired on or after January 1, 2021 must work twelve (12) hours per week using the standard twelve (12) month measurement period to be eligible for ancillary benefits). Ancillary benefits are available for those associates who lose coverage and work less than 18 hours in 2020 and less than 20 hours in 2021 but at least 12 hours per week in either 2020 or 2021 in accordance with the chart above.

- B) Effective January 1, 2023, employees covered by this Agreement will have healthcare benefits provided through the Company Administered Plan ("Plan") with the attached plan design. Any terms and conditions of coverage under the Plan that are not provided for herein will be provided under the plan document for the Plan, and the plan document for the Plan, as amended by the Employer from time to time in its discretion, shall control with respect to terms and conditions of coverage that are not described herein. The Employer has the right to implement and apply such changes to the Plan to the employees covered by this Agreement, as long as such changes are applied to individual participants in the Plan and do not conflict with the express terms and conditions of coverage and eligibility that are described in this Agreement.
1. Eligibility Requirements: The term "eligible employee" shall mean an employee who has been paid a minimum number of hours in their applicable measurement period, qualifying for benefits. In order to remain qualified an eligible employee must continue to be paid for a minimum number of hours in their applicable measurement periods, as described herein. Eligibility will immediately cease if the employee is terminated, laid off, or voluntarily quits, or otherwise fails to be actively working or is not regularly scheduled to work except approved time off, approved leaves of absences in a stability period, and/or approved medical leaves in a stability period.
 2. Clerks - Effective January 1, 2023, employees become eligible on the first (1st) day of the first (1st) calendar month immediately following twelve (12) months employment if he/she has maintained an average of twenty four (24) hours per week over twelve (12) months. Employees that qualify will maintain their benefits for a full twelve (12) months, as long as they meet eligibility requirements and are otherwise eligible for coverage. For each following benefit year, employees' average weekly hours will be measured from the beginning of first payroll period in October through the last payroll period in September, using the standard twelve (12) month measurement period.

For benefits in 2023, employees averaging twenty four (24) hours per week over the standard twelve (12) month measurement period will qualify for employee only coverage. To maintain employee only coverage, employees must continue to maintain twenty four (24) hours per week over the standard twelve (12) month measurement period.

For benefits in 2024, employees must work twenty-six (27) hours per week over the standard twelve (12) month measurement period for employee only coverage. The parties agree to comply with the Affordable Care Act (ACA). In order to comply with certain provisions of the ACA, the Employer shall maintain a twelve (12) month measurement and stability period each year. Employees who average thirty (30) or more hours per week during the measurement period will maintain health and welfare contributions and eligibility for employee plus child(ren) coverage for the following twelve (12) month period known as the stability period, as long as they meet eligibility requirements and are otherwise eligible for coverage.

Employees averaging thirty-six (36) hours per week over the standard twelve (12) month measurement period will qualify for employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage. To maintain employee plus spouse coverage and employee plus spouse and child(ren) (family) coverage, employees must continue to maintain thirty-six (36) hours per week over the standard twelve (12) month measurement period.

3. Courtesy Clerks and Fuel Clerks are eligible for healthcare benefits by meeting the same requirements as standard clerks.
4. Employees will become eligible for Medical, Prescription Drug, Dental, Vision, Life and Disability at initial eligibility.
5. An employee who waives coverage will be ineligible to re-enroll until the next annual enrollment period, unless there is a qualifying life event in accordance with plan rules and applicable law.
6. Plan Eligibility: Employees on the payroll and qualified as of July 1, 2001, may continue to be covered by the plan identified by the Health and Welfare Plan & Trust as Plan A (Closed Plan) assuming all other eligibility criteria are met. These employees can choose to elect coverage in Plan B or Plan C, as opposed to Plan A, thereby reducing the required weekly employee premium. The employee can select Plan A, Plan B or Plan C during each future Open Enrollment period.
Full-time and part-time employees on the payroll and qualified after July 1, 2001 but before July 1, 2005, shall be eligible for a schedule of benefits identified as Plan B assuming all other eligibility criteria are met. These employees can choose to elect coverage in Plan C as opposed to Plan B, thereby reducing the required weekly employee premium. The employee can select Plan B or Plan C during each future Open Enrollment period.

Full-time employees hired after July 1, 2005 and part-time employees hired after January 1, 2005 shall be eligible for a schedule of benefits identified as Plan C, and after thirty-six (36) consecutive months of Plan C eligibility, the employee will be eligible to elect Plan B during the open enrollment period immediately following their thirty-sixth (36th) month of eligibility. Employees will have sixty (60) days from the date they qualify

to enroll in Plan B. If an election is made to stay in Plan C or enroll in Plan B, the employee can elect either Plan C or Plan B during a future enrollment period.

7. Hours Eligibility Summary Tables:

All employees will become eligible for coverage by working the hours shown in the tables below using the same “measurement” periods outlined in this Article (Article 15) for coverage in calendar years 2021 and 2022. To provide for an initial transition period, eligibility changes will become effective March 1, 2021.

Tier of Coverage*	2022	2023	2024
Employee Only	20 hrs/wk	24 hrs/wk	27 hrs/wk
Employee plus Child(ren)	30 hrs/wk	30 hrs/wk	30 hrs/wk
Employee plus Spouse	36 hrs/wk	36 hrs/wk	36 hrs/wk
Employee plus Spouse and Child(ren)	36 hrs/wk	36 hrs/wk	36 hrs/wk

Upon transition to the Company Administered Plan, the Employer will directly administer and fund all expenses related to medical, pharmacy, dental, vision, disability, and life insurance (subject to any employee contributions described above). Employee contributions will be collected on a pre-tax basis to offset Employer expenses.

8. Retiree Benefits: Kroger will continue to fund the retiree benefits according to the terms outlined in the Retiree LOA, attached, through December 31, 2022. Effective December 31, 2022 retiree contributions will be discontinued until retire reserve funds are depleted. At which point the trustees of the retiree fund will meet and confer about appropriate action.
9. Unworked Paid Leaves and Leaves of Absence: Company benefits will be continued for one month or through an employee’s stability period while on excused time off or leave of absence, whichever period occurs last. In case of illness, non-compensable or protected leave, for six (6) months contribution following the month in which the illness or injury occurred, or the length of the employee’s stability period whichever is greater. Up to 26 weeks of family medical leave will be omitted from the measurement period in which the leave occurs.
10. Benefits which have been discontinued, as provided in the paragraph above, will be resumed on the first day of the month following return to work on the Employer's active payroll after family medical leave.

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on their claim.

Our proposed company-administered plan is top-quality and offers the following:

- Provides secure, stable, affordable health care for associates for the life of the contract
- Improves benefit options for our associates through modern plan designs, which lead to better health outcomes
- Leverages the size and scale of the Kroger Family of Companies
- Provides transparency and standardization in administration of benefits

You can find more information about our health care proposal at krogermemphiscba.com

19. ARTICLE 16- LEAVE OF ABSENCE

Section C – Delete stricken language & add changes in bold:

~~Pregnancy, Sickness or Injury~~ **Medical Leave:** A leave of absence because of pregnancy, sickness, or injury **a documented medical issue** will be granted to any employee not to exceed ninety (90) days, upon written request supported by medical evidence. Extensions of ninety (90) days (not to exceed one (1) year total) will be granted upon written request supported by proper medical evidence prior to each extension. The employee will give the Employer ~~one (1)~~ **two (2)** weeks' notice in writing of his desire to return to work supported by a doctor's release.

~~An employee on a leave of absence due to a compensable injury will have his case reviewed at the end of one (1) year. This leave can be extended up to a maximum of (1) one additional year. The extension must be supported by proper medical documentation. The employee's case will be reviewed every three (3) months until the employee is either allowed to return to work or the employee is declared totally and permanently disabled from work. (Worker's Compensation Leave maximum of two (2) years.)~~

This proposal allows us to better meet business needs with more effective scheduling of associates returning to work after a medical leave of absence.

20. ARTICLE 16- LEAVE OF ABSENCE

T.A. 6/30/21

Section D – Delete stricken language:

Any member of the Union employed by the Employer during the period of this Agreement who is elected to office or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during such absence. Such leave of absence shall be limited to twelve (12) months. ~~but shall be renewable or extended further for a reasonable period upon request.~~

This language limits our ability to meet the needs of the business. Limiting the time period to 12 months gives the union plenty of time to decide to hire the employee.

21. ARTICLE 16- LEAVE OF ABSENCE

Section G – Delete:

~~G. Union Stewards (limited to one (1) per store) shall be granted two (2) days per year, paid at sixteen (16) hours, for the purpose of attending a Union Workshop. The Union will give the Employer two (2) weeks advance notice of such request. The Union shall recognize the needs of the business and avoid holiday weeks or weeks that traditionally are heavy sales weeks.~~

This language allows associates to take an educational leave of absence for up to 6 months

22. ARTICLE 16- LEAVE OF ABSENCE

(Modified 6.23.21)

Section I – Add new Section

Educational Leave: At the employer's discretion, an educational leave of absence may be granted to employees for the purpose of attending college or technical/vocational training for a maximum of six (6) months per leave period. Employees while on Educational Leave must be available to work during educational breaks to maintain their seniority. Employees must provide the Employer documentation verifying their attending college or technical/vocational training. No contributions are required during such an approved leave (Pension, Legal, and Health and Welfare). Documentation shall be provided to the Union upon request. Tuition Reimbursement may be available and offered through the Company. Terms and conditions may change, and it may be discontinued at any time at the sole discretion of the Company.

Simplifying measurement period to extend the time an associate is classified as full-time. This will provide stability of hours for a full-time associate with guaranteed hours for the 12-month period.

U-29. ARTICLE 18- DEATH IN FAMILY

T.A. 9/10/21

Add changes in bold and delete stricken language

If a member of an ~~full-time or regular~~ employee's immediate family shall die, said employee shall be paid for a reasonable period of absence, depending on the circumstances, but not to exceed a maximum of three (3) days. The term "immediate family" shall mean spouse, parent, legal guardian, step-parent, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or any relative residing with the employee. Employee must provide written proof of legal guardianship.

An employee will be granted time off from work with pay not to exceed one (1) workday in the event of death of an employee's spouse's grandparents.

~~Part-time employees shall receive time off up to three (3) days, as specified above; however, maximum compensation shall be one (1) day.~~

This is a union proposal.

23. Article 21 – DEFINITION OF A REGULAR EMPLOYEE

Delete current and change to read: (Rename Article “Defining Full-Time Status”

Defining Full-Time Status

Part-time to Full-time: Employees shall be reclassified to full-time status upon averaging thirty-six (36) hours or more per week over the Employer's 52-week standard measurement period or as described below. Employees who average less than thirty-six (36) hours per week over the 52-week standard measurement period will be classified as part time. Employees will be measured annually to determine their status.

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

After their initial measurement period: Employees will be measured over the Company's standard measurement period. This period will begin on the payroll period that begins

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

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

The Employer will use the "qualifying language" of the respective contract dated 2/25/19 – 7/24/21 to determine full-time or part-time status for the remainder calendar year of 2021. Effective, January 1, 2022, associates will maintain their status level as of December 31, 2021 for the remainder of 2022 calendar year. For calendar year 2023, the Company's standard measurement period will be used to determine an employee's status moving forward for each calendar year (October 2021 – September 2022).

Simplifying measurement period to extend the time an associate is classified as full-time. This will provide stability of hours for a full-time associate with guaranteed hours for the 12-month period.

24. Article 21 – PENSION

Add Changes in bold:

The Kroger Company and UFCW Union Local 1529 entered into a Memorandum of Understanding dated December 2011 (the "UFCW/Kroger MOU"), **and as amended September 16, 2020**, the terms of which are incorporated herein by reference (in their entirety). The UFCW/Kroger MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees under this CBA and governs (1) Kroger's participation in, and contributions to, the UFCW Consolidated Pension Fund (the "Fund") and (2) the benefits provided to employees of Kroger working under this CBA. A copy of the UFCW/Kroger MOU is available upon request.

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

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

Adding clarifying language stating when the article was amended.

25. ARTICLE 24- STORE CLOSING

(Modified 9.10.21)

Section H – Change to read:

Department Leaders affected by **their** store closing will retain their rate of pay; however, they must accept the next opening (**if comparable volume**) within a 25 miles radius. Should an

This adds clarifying language that aligns with current practice.

opening not occur, the maximum time to retain Department Leader's rate of pay will be one ~~one~~ **eighteen (18) months** year.

26. ARTICLE 25- UNION COOPERATION

Section F- Change to read:

~~Upon request, the store manager or person in charge will grant to any accredited Union Representative the right to communicate with the employees of the store.~~

Union officials and representatives may have access to the employer's stores during working hours for the purpose of satisfying the Union that the terms of the Bargaining Agreement are being complied with. Upon request, the Store Manager or person in charge will grant to any accredited Union Representative the right to communicate with the employees of the store provided that such access does not interfere with the employer's operations.

This adds clarifying language that aligns with current practice.

27. ARTICLE 27- EXPIRATION (Modified 8.11.21)

Three (3) year agreement (through July 27, 2024)

This adds clarifying language that aligns with current practice.

28. SENIORITY AREAS: **Withdrawal 9.10.21**

Section – Add changes in bold:

In the matter of promotion, the Company reserves the right to interview and hire outside of the Seniority Area.

This language gives us more operational flexibility to hire to most skilled associate for the job. It allows us to open opportunities for associates outside their Seniority Area.

29. SCHEDULE "A" WAGES (Modified 9.10.21)

Replace Schedule "A", including wage scales, with Company's Wage Proposal (most current version is dated 9/10/21), updated language as needed and delete reference to Ratification Bonus.

31. Pull forward for new contract: "Schedule B" Seniority Areas, Attachment "A" Letter of Understanding (Healthcare Eligibility pg. 60), February 25, 2019 Letter of Agreement.