

**Memorandum of Agreement
Between Kroger Limited Partnership I Columbus Marketing Area
And UFCW Local 1059
Columbus Food, Meat & Pharmacy Tech Agreement**

Subject to ratification by the membership the following changes and the unchanged language in the current Agreement which expired August 6, 2022, will constitute the new Collective Bargaining Agreement between Kroger Limited Partnership I Columbus Marketing Area and the United Food & Commercial Workers Local 1059. The attached two (updated wage scale and health and welfare language) documents represent the changes made to the tentative agreement dated July 15, 2022 and August 19, 2022 and the current Collective Bargaining Agreement, as modified herein, represent the entire Agreement between the Parties. The Parties reserve the right to correct any drafting errors or omissions in this Memorandum of Agreement. Any proposals submitted by other party that is not specifically contained in this document are considered withdrawn. If rejected, or is not ratified by the membership, this MOA will become null and void and the bargaining parties will then start the bargaining process over, with all provisions agreed to terms reverting to the language in the current Collective Bargaining Agreement.

If this Offer is not ratified on or before September 16, 2022, at 5:00 PM, the terms and conditions contained within this Offer will be withdrawn by Kroger.

The Union and the Employer's Bargaining Committees fully agree to recommend and support the ratification of Food, Meat & Pharmacy Tech Agreement.

Signed and agreed this 9th day of September 2022:

For Kroger Columbus Division: For UFCW Local 1059:

Steve Yancey
Steve Yancey

Randy Quickel
Randy Quickel

Ebony Price
Ebony Price

Patricia Kress
Patricia Kress

Heather Gray
Heather Gray

Paul Smithberger
Paul Smithberger

Viola Sams
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Frank Veazey
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Angie Brubaker
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Mike Nichols
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Stephen Hoffman
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Thomas Skinner
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Jason Kaseman
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Melinda Dudgeon
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Michelle R. Henry
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Cara McKnight
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Thomas Hughes
Thomas Hughes

Shannon Feigenbaum
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Allison Appel
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Alexander Frazier
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Kevin Breeden
Kevin Breeden

Sheryl McDonald
Sheryl McDonald

Amy Taylor
Amy Taylor

COLUMBUS NEGOTIATIONS UFCW LOCAL 1059
KROGER TENTATIVE AGREEMENT LIST
July 15, 2022

The following represents a list of tentatively agreed contractual provisions that the parties will incorporate into a Memorandum of Agreement (MOA). Such MOA, upon execution, will be submitted by the union to its membership for ratification. Until duly ratified, no provision is binding, operative, or final. The parties both mutually or unilaterally, may at any time during the course of negotiations prior to execution of an MOA, have the full right to modify, substitute, add or delete any and all such agreements.

2.3 Checkoff 7/6/2022 4:55 PM

The Employer agrees to deduct union dues/service fees and initiation fees and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization, which shall not be irrevocable for a period of more than one (1) year, or beyond the termination of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the weekly wages of employees, mutually agreed between the Employer and the Union, and transmitted to the Union ~~weekly by the tenth (10th) of the following month.~~

2.5 Active Ballot Club 7/6/2022 4:55 PM

The Employer agrees to transmit to the Local Union contribution deductions to the UFCW Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amount specified on the political contribution deduction authorization card and transmitted to the Union ~~weekly by the tenth (10th) of the following month.~~

Nature's Market 7/6/2022 4:57 PM

Nature's Market positions will be reduced through attrition if the department does not have a standalone Nature's Market Area. ~~Effective August 2, 2020, a~~Any Natural Foods Manager or Nature's Market Lead will be placed in a clerk position at the applicable rate of pay of a clerk unless they have a standalone Nature's Market section. ~~After August 1, 2020, w~~When a Nature's Market does not have a standalone area, the position will no longer exist.

Apparel Manager/Assistant Apparel Manager 7/6/2022 4:58 PM

Employees in these classifications will be red-circled and follow contractual wage provisions during the term of the contract. ~~Effective 11/18/18, o~~Once the position is vacated, it will not be replaced. This would apply to any future new store openings/remodels.

7.9 Department Head Relief 7/6/2022 4:58 PM

Any employee assigned to relieve a Department Head or Assistant Department Head for more than two (2) full days excluding a Department Head or Assistant Department Head's scheduled days off (maximum of two (2) days per week) will receive the contract rate for the classification they are relieving for the total number of days they spend doing the relief work.

The employee assigned to relieve a Department Head will be the most senior qualified Assistant Department Head, where applicable, or if not applicable, the most senior qualified clerk, first within that department, and then within the store (except Meat Department).

An employee shall be assigned to relieve individuals who have been appointed as File Clerk, Lead Fuel Clerk, Lead Coffee Shop Clerk, Head Receiving Clerk, Lead Liquor Clerk, Lead Floral, Lead Pharmacy Technician, Pickup Lead, and Nature's Market Lead when absent for a full work week or longer. Employees assigned to relieve such positions will receive the appropriate premium for the job in relief.

The employee assigned to relieve the premium positions above will be the most qualified employee within the classification and store.

7.12 Pickup Leads 7/6/2022 4:58 PM

Pickup Leads will be appointed on the basis of average daily orders:

<u>Stores under 150 orders/day</u>	<u>2 per store</u>
<u>Stores 150 – 199 orders/day</u>	<u>3 per store</u>
<u>Stores 200 or more orders/day</u>	<u>4 per store</u>

8.2 Courtesy Clerk 7/6/2022 4:58 PM

A Courtesy Clerk employee's work is restricted to the following duties:

- A. Assistance to customers at the checkstands and in transporting merchandise purchased by them to their automobiles;
- B. The collection of shopping carts as required;
- C. Maintain the area of the checkstands and customer entrances in an orderly condition through clean-up work and the stocking of supplies in the checkstands, which shall not include merchandise for sale;
- D. Sort empty returnable containers and put in proper order for return;
- E. Clean up spills and restrooms;
- F. Performing price checks;
- G. Maintenance of lawn and shrubs;
- H. Cleaning up breakage anywhere in the store;
- I. Interior and exterior window cleaning;
- J. Conditioning displays outside the store;
- K. Getting change for cashiers;
- L. All floor care (this provision shall not be used to reduce clerks' hours which are presently spent in cleaning duties, i.e. floor care);
- M. Returning go-backs~~orphans~~, (i.e. merchandise left by customers);
- N. Putting up of store decorations;
- O. Any cleaning or painting as directed in order to maintain store appearance.
- P. May remove and replace products to shelves or displays to perform cleaning duties.

9.2 Overtime 7/6/2022 5:01 PM

Vacation days and personal holidays are considered days of work when used in the calculation of overtime. A vacation week is considered five (5) daily vacation days when used in the calculation of overtime. Employees performing work during their scheduled vacation will receive time and one-half (1½x) their rate of pay for all hours worked during scheduled vacation.

12.4 Vacation Pay in the Event of Termination 7/6/2022 5:02 PM

If an employee who has not taken the vacation, which has been earned by the employee's length of service, leaves (regardless of whether notice is given), goes into military service or is separated for any reason other than confessed or proven dishonesty, the employee shall receive vacation pay at the time of leaving. Any employee who retires shall receive a prorata vacation for the year in which the employee retires, based upon the full months worked in that year. Full month of work is determined to be any month in which the employee has worked or received pay as time worked in 75% or greater of the days in that particular month. If an employee dies before receiving vacation, which has been earned, the employee's estate is entitled to the vacation pay.

13.2 Seniority area refers to stores in the following areas: 7/6/2022 5:02 PM

Central - Greater Columbus

A. 273, 328, 341, 350, 519, 581, 587, 593, 598, 623, 682, 817, 818, 819, 839, 842, 847, 867, 879, 898, 920, 942, 966, 971, 990.

B. ~~232~~~~16~~, ~~299~~, 315, 514, 522, 543, 569, 802, 806, 815, 851, 853, 861, 871, 881, 893, 897, 965.

Southeast 251, 264, 313, 529, 532, 538, 542, 801, 831, 891, 901, 931.

Southwest

~~258~~, 312, 348, 363, 575, 590, 664, 822, 844.

Northwest

388, 506, 549, ~~555~~, 800, 804, 805, 808, 824, 832, 857, 880.

Northeast

128, 518, 546, 557, 591, 621, 820, 836, 926.

There shall be two (2) separate seniority lists for each classification in each area. (Note: For purposes of seniority only, the Assistant Head Meat Cutter classification shall be included within the Journeyman classification.) One list shall cover employees who shall be referred to as full-time employees and the other list shall cover employees who shall be referred to as part-time. This definition of a full-time employee shall apply only to this seniority clause unless other clauses specifically set forth that it is applicable to such clauses.

Any request by a full-time employee for reduction to part-time work will be in writing and will result in that person going on the part-time seniority list immediately.

15.8 Jury Duty 7/6/2022 5:03 PM

In case an employee is known to have served on any duly constituted jury, employee shall be paid for hours necessarily absent from work ~~less jury fees~~. Such pay shall not exceed the pay for a normal workweek. Hours spent on jury duty plus hours worked shall not exceed eight (8) hours per day or forty (40) hours per week.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of this section.

Letter of Understanding 7/6/2022 5:04 PM

~~LETTER OF UNDERSTANDING~~

~~It is understood and agreed that all present and future stores will be allowed to use outside floor care.~~

~~This agreement shall not be used to reduce clerk hours which are presently spent in floor care duties.~~

~~Such employees may be transferred to another department or schedule by mutual agreement when openings occur or as an additional schedule to the grocery night crew.~~

13) 15.11 Vacations and Personal Holidays for Employees on Leave 7/7/2022 12:04 PM

Employees who want to get paid for earned vacation while on leave shall be permitted to do so. Any unpaid earned vacation for an employee on leave will automatically be paid at year end. If an employee does not return from leave before year end, they will lose the personal holidays they have not taken. If they return before year end but have missed the window

[specified as per Article 11.3, they will still be allowed to take the personal holiday\(s\) before year end as long as they worked any part of the window.](#)

7.3 Establishing Department Head Wage Rates 7/8/2022 9:24 AM

Department head rates will be established on the average weekly total sales (or department sales as defined in the wage scales) for the preceding thirteen (13) full periods ending each Kroger calendar year. All Department Heads and Assistant Department Heads brackets will exclude fuel sales.

On new stores or stores which may be remodeled, the Department Head and Assistant Department Head classifications will be established based on the average total store sales (or department sales as defined in the wage scales) for the first three (3) full periods. All Department Heads and Assistant Department Heads brackets will exclude fuel sales.

~~Effective February 2019,~~ Meat Department Groups/wages will be assigned yearly based on meat department weekly sales. Meat Department groups will be assigned as follows:

Group #	Average Weekly Sales
1	\$.00 – 65,000.00
2	\$ 65,000.01 – 80,000.00
3	\$ 80,000.01 – 95,000.00
4	\$ 95,000.01 – 110,000.00
5	\$ 110,000.01 – 150,000.00
6	\$ 150,000.01 and over

~~Head Meat Cutters can improve their Group Number (i.e., higher rate of pay) in February 2019, but cannot be reduced (e.g., Group 2 to 1) based upon their Meat Sales until February 2020.~~

Any employee promoted into one of these Meat classified positions or into the highest sales volume classification after 11/20/05 will move up or down in the volume classifications and corresponding pay rates as determined by store sales at the end of each Kroger fiscal calendar year.

K1 - ARTICLE 2 UNION SECURITY 7/8/2022 3:36 PM

2.9 Probationary Employees

The Employer may secure new employees from any source whatsoever. During the first sixty (60) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. [By mutual agreement between the Company \(Division Human Resources Representative or designee\) and the Union \(President or designee\) such trial period may be extended thirty \(30\) days due to unforeseen circumstances.](#)

8.1 Clerk 7/8/2022: 3:37 PM

The Clerk will be full-time and part-time. Duties for the Clerk may include ordering, receiving, pricing, stocking, and inventory of merchandise when trained. Clerks may also be responsible for merchandising, displaying, signing of merchandise, assisting customers, and sampling of product to customers. Clerks may be utilized in all departments to accommodate business needs excluding Meat Department (except in limited capacity as outlined in the existing Letter of Understanding) and Pharmacy. [Employees can be assigned to different job assignments \(clerk is a clerk\) as needed throughout the store and retain their current payrate.](#)

However, the Employer cannot mandate an employee take a permanent position that will cause a loss in pay, and the Employer cannot have an employee work in a job classification of higher pay for an extended period without moving the employee to the upgraded job classification.

13.7 “Full-Time” and “Part-Time” Employees 7/8/2022: 3:43 PM

~~A. To determine an employee’s full-time and part-time status, two processes will be used in 2019:~~

~~The first process (memorialized in Letter Of Understanding) used to determine an employee’s status will be the process that is currently in place. Employees will have the ability to gain or lose status according to this process and will follow the current guidelines. This process will end and will no longer be utilized after October 5, 2019.~~

~~The second process used to determine an employee’s status will be subject to the Employer’s yearly standard measurement period as stated in 13.7B.~~

~~Employees that gain or lose status according to the Employer’s standard measurement period in 2019 will be changed according to their new status beginning the third (3rd) Sunday in November.~~

~~Beginning October 6, 2019, the Employer’s standard measurement period will then replace the previous process.~~

A. An employee’s full time / part time status shall be determined using the Employer’s standard annual measurement period and initial measurement period as referenced in Article 21 under section E.1 paragraphs A & B. The status change shall take effect January 1st of the following year and shall remain in effect for 52 weeks, through December 31st.

B. An employee shall be classified as full-time if they are either: hired as a full-time associate or after

their initial measurement period of fifty-two (52) weeks (starting with their date of hire and concluding on their 12 month anniversary) during which the average hours worked in the basic workweek equal or exceeds thirty-two (32) hours. All hours paid shall be counted as hours worked. An employee shall also be considered as attaining full-time; if the employee averages thirty-two (32) hours or more during the Employer’s stated fifty-two (52) week annual measurement period. If the full-time employee does not average at least thirty-two (32) hours, they will be reclassified as part-time. Any weeks which contain unpaid hours that are protected by the contract (e.g. approved sick leave, approved FMLA, approved bereavement leave) will be supplemented to the Employer’s measurement period.

C. Any employee who is promoted to full-time through an in-store full-time posting; will be exempt from the yearly standard measurement period following the promotion if they don’t qualify for full-time status. The employee will then be measured during the next yearly standard measurement period.

13.8 Disqualifications from Full-Time Status

Once an individual has qualified as a full-time employee, an employee shall be removed from full-time status:

A. If employee is discharged.

B. If employee quits voluntarily, or becomes unavailable for full-time work because of another job.

C. If employee is permanently laid off due to elimination of job.

D. If employee's weekly hours average is less than thirty-two (32) during the Employer's ~~yearly standard measurement~~stated annual measurement period.

K11 - ARTICLE 16 OTHER WORKING CONDITIONS 7/7/2022

12:01 PM

16.2 Uniforms

A. Food Language

Any uniform deemed necessary by the Employer for its employees shall be furnished ~~and laundered~~ by the Employer. ~~Where dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee and these uniforms will be replaced as necessary, provided the employee turns in the old uniform for a new uniform. Eligible employees will be provided with dacron or similar type uniforms on the following basis:~~ full-time employees - 3 uniforms; part-time employees - 2 uniforms.

The Employer shall provide rain gear and warm coats for employees who work outside.

B. Meat Language

Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. At the request of the employee, the employee may launder his or her own uniform. Where dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee. Tools and sharpening of tools shall be paid for by the Employer. ~~Employees may wear slacks of a plain, subdued color.~~

8.11 Meat Clerk 7/8/2022 @ 9:26am

May perform any duties in the Meat Department.

It is hereby mutually understood and agreed that meat clerks who are untrained will not be forced or required to perform work using the power saw. It is also understood that no present meat clerk (as of 3/14/88) will be required to attend training to learn to operate the power saw.

It is further understood that journeymen, apprentices, and meat clerks on the payroll on 3/14/88 will not be laid off or reduced in hours (including part-time employees) as a direct result of the modification of this section 8.117. Those employees who are presently regularly scheduled forty (40) hours will continue to be scheduled forty (40) hours.

It is understood that this guarantee shall not apply in the event of a store closing or if the sales in a store are reduced due to new or increased competition.

2.8 7/11/2022 9:11 PM

The Employer will also provide, ~~upon request by the Union,~~ a weekly list of all employees employed in the store with their names, job titles, seniority dates, unique identification number,

wages, addresses, phone numbers, store numbers, full-time or part-time, and, if requested, hours worked.

2.14 Shop Steward 7/11/2022 9:11 PM

The Union shall have the right to designate a total of four (4)~~three (3)~~ shop stewards ~~and one alternate steward~~ for each store. One of the shop stewards shall be from the meat department. The shop steward shall act for the Union in signing up employees for Union membership and in explaining the functions of the Union to employees. The shop steward shall be the last employee to be laid off or reduced in hours in their classification in their store. The Union agrees to furnish the Employer a list of shop stewards and any necessary revisions of this list due to changes.

~~The Three~~ Shop Steward(s) shall receive one (1) day off each year, with pay by the Employer, to attend the Local Union Shop Seminar. The fourth steward may have the day off, but the Union will be responsible for their pay.

Service Director 7/11/2022 9:14 PM

Employees in these classifications will be red-circled and follow contractual wage provisions. ~~during the term of the contract. Effective 11/18/18, as~~ the position is vacated through attrition, the position will not be replaced. ~~a new Service Director will be appointed, and they will be paid a 50¢ premium.~~

Head/Lead Cheese Shop 7/11/2022 9:14 PM

A Cheese Shop is defined as an additional full-service floor fixture to the existing cheese case. This additional cheese floor fixture contains over 100 additional varieties of specialty cheeses. The person designated as Head/Lead Cheese Shop ~~that~~ oversees, stocks, and prepares the cheese for sale must have advanced specialized training. Employees in the Head Cheese Shop classification will be red-circled. As the position is vacated through attrition, the position will be replaced with a Lead Cheese Shop and compensated as outlined in the wage scales.

K4 ARTICLE 7 WAGES 7/12/2022 12:50 PM

If market conditions necessitate adjustments to starting rates during the term of this agreement, the Union and Company agree to meet and resolve. It is understood that any such adjustments will be made within the established pay scales ~~(not to exceed the part time top rate)~~ by specific store. Any changes to a department or classification will be made across all stores. All current employees at or below the new start rate will receive ~~the next higher rate above~~ the new start rate, ~~and be reset for future wage increases.~~

If Ohio or federal minimum wage law increases above the start rates of any pay scale, the Union and the Employer agree to meet and resolve.

(TA 7/15/22 @ 1:25pm)

~~When employees qualify for full time status, the part time cap will no longer apply and the employee will continue to move through the payscale (e.g., a promotion to full time does not allow an employee to skip steps). Once the associate has remained at the part time cap for at least twelve (12) months, then promoted to full time, they shall receive the next increase. Any employee that loses full time status and is above the part time cap will be placed back to the part time cap.~~

~~Current part-time employees (excluding courtesy clerks) hired after 3/15/82 and prior to 11/20/05 and pharmacy clerks hired on or after 9/24/00 whose base rate is above the part-time cap as of 11/18/18 will receive the negotiated annual increases for part-time top-rated employees.~~

Courtesy clerks promoted to a clerk classification shall ~~receive the next higher rate of pay in be placed at step 1 of the clerk wage classification and will be subject to the Company's annual measurement period. and the date of their next increase will be reset.~~
~~An employee who is transferred to a clerk classification will receive progression increases according to the months of service in the wage scales of the clerk classification.~~

7.5 Previous Experience (TA'd 7/15/22 @ 1:25pm)

~~Previous proven comparable experience shall be recognized for rates of pay. Previous experience must be shown on the employment application. The amount of previous experience credit is based upon the current company guidelines.~~

~~Previous experience in the Courtesy Clerk classification will be applicable to only that classification. Previous experience in all other classifications will be applicable to any classification for which the employee is hired.~~

~~Claims for rate adjustment based on previous experience must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision.~~

Effective with new employees hired after ratification, experience credit will be capped at the 2nd step and is only available to associates hired in as full time

Honor Credit (Previous Military Service)

Veterans that have two (2) or more years of military service will be rewarded for their service and will be hired at the 2nd step of the wage scale.

- ~~Veterans will be rewarded for their service and experience as follows:~~
- ~~Maximum amount of honor credit is twenty four (24) months~~
- ~~Experience within the current company guideline will be considered~~
- ~~Will run concurrent with other experience and is not intended to be in addition to experience credit~~

25) K2 – ARTICLE 4 DISPUTE PROCEDURE 7/6/22 @4:57pm and 7/11/2022 7:45 PM

4.7 Constructive Advice Records

All constructive advice records shall be issued and signed by non-bargaining unit employees only. Disciplinary action causing lost time shall be at the direction of the non-bargaining unit employees or the person designated in charge of the store.

When a constructive advice record is to be discussed with an employee, the employee, upon request, shall have the Union Steward or the alternate steward present. If such representative is not available, the discussion will commence when such representation is available.

Constructive advice records used by the Employer shall not affect the employee's right to file a grievance.

Any such constructive advice record not received at the Union office via e-mail within Eighteen (18) days of the consultation date shall be null and void, except in cases of theft, sexual harassment, **and** workplace violence, MAX cases, and falsification. Any constructive advice record, which does not involve a disciplinary suspension, after twelve (12) consecutive months have elapsed without a recurrence of the same nature, shall be null and void. Any constructive advice record which does involve a disciplinary suspension, after twenty-four (24) months have elapsed without a recurrence of the same nature, shall be null and void except the company will continue no time limits on incidents pertaining to the returned check policy and The Kroger Co. policy on

harassment. Any constructive advice record which involves an improper call-off [issued after 11/05/05](#) (notification to store management following one (1) hour after their scheduled starting time), after sixty (60) consecutive months have elapsed without a recurrence of the same nature, shall be null and void. Any constructive advice record [issued after 11/05/05](#) which involves a No-Call-No-Show (notification to store management after 50% of their scheduled shift has completed or no notification at all), after one hundred twenty (120) months have elapsed without a recurrence of the same nature, shall be null and void.”

Constructive advice records shall be discussed with the employee no later than the employee’s fourth (4th) working day following the manager’s knowledge of the incident. Cases requiring additional investigation could delay the manager’s knowledge of the incident (i.e., theft, sexual harassment, workplace violence, and MAX cases).

26) K8 – ARTICLE 12 VACATIONS [7/12/2022 1:09 PM](#)

12.3 Scheduling Vacations

Vacations must be scheduled in the calendar year except where necessary, vacations which fall due in the last two calendar months of the year may be carried over to the first month of the next year. By mutual agreement, employees eligible for three (3) or more weeks of vacation, may voluntarily choose to ~~work in lieu of time off sell back~~, any [eligible](#) weeks of vacation ~~eligibility~~ greater than two weeks and be paid for vacation in addition to hours worked. [Employees who elect to sell back vacation weeks will not have those vacation hours count toward overtime.](#)

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

The Employer shall post the vacation schedule no later than January 8th and employees shall exercise their vacation preference, by seniority, no later than February 1st. The Employer shall post the actual schedule no later than February 15th. Those employees who so fail to notify the Employer by February 1st must select from the remaining open weeks.

Earned vacation may be taken in a continuous period if desired by the employee.

Employees with three (3) or more weeks of vacation may elect to schedule one (1) week of vacation a day at a time. Employees must notify the store manager of their desire to schedule this week of vacation in days at the time of vacation selection. The individual days will be scheduled, by mutual agreement by October 31st of each year. Unused days as of October 31st will be scheduled at the discretion of the employer which will be done by year end.

~~A. Food Language~~

Choice of vacation dates will be available fifty-two (52) weeks per year and will be granted on the basis of seniority, except that the Employer reserves the right to grant vacations to any employee when the employee’s absence will not adversely affect the operation. The fifty-two (52) weeks availability may not apply in stores averaging less than \$250,000.00 volume. [Scheduling vacations is based off the following seven different seniority areas within the store;](#)

[Meat](#)

[Deli/Bakery](#)

[Drug/GM](#)

[Fuel](#)

[Pharmacy](#)

[Grocery/Front-End/Grocery Night Crew/Produce/Pickup/Liquor](#)

[Courtesy Clerk](#)

Employees may take unpaid time off in January & February by mutual agreement with store management. Such time off will not be applied to any hours ~~full-time~~ qualification or disqualification calculations.

B. Meat Language

~~Choice of vacation dates will be granted on the basis of seniority, by store, except that the Employer reserves the right to grant vacations to any employee when his absence will least affect the operation.~~

Employees who work between stores (Floaters) will select their vacation at the store they are assigned to.

A maximum of two (2) weeks of vacation can be selected during prime time when an employee is selecting their vacations, by seniority, unless additional weeks of prime time are available after all vacations are selected. Prime time will be defined as the full week following Memorial Day and ending the week in which Labor Day occurs.

It is also hereby mutually understood and agreed that any employee involuntarily reduced from full-time status to part-time status will not have his number of weeks of vacation reduced by virtue of Article 13.2 of this Agreement. Computation of each week's vacation pay, however, will be as per agreement.

27) K9 – ARTICLE 13 SENIORITY 7/12/2022 1:09 PM

13.4 Promotions

A. Food Language

The Employer shall base promotions to classified positions with equal consideration given to seniority, previous work experience, and qualifications based on past performance criteria. The Union shall retain the right to question through the Grievance and Arbitration Procedure whether the Employer has given due regard to seniority.

In the matter of promotions to classified jobs, as provided in this Agreement, the Employer shall post ~~a notice of~~ job opening(s) ~~in each store~~ electronically for seven (7) calendar days during which time interested employees may submit their names for such opening(s). Such position(s) shall be filled forty-five (45) calendar days after the end of the posting period. If the employee promotion has not happened by the forty-fifth (45th) day, the employee will be paid at the promoted rate starting the following Sunday. The Employer agrees to furnish the Union with copies of (1) ~~the original job opening notice(s)~~ weekly job postings, (2) a list of people signing the notice(s) and (3) the name of successful candidate(s). The Employer will also post a list of the weekly job posting in each store. The aforementioned posting shall be by Local Union's jurisdiction as provided for in Section 13.2. To prevent further delay in filling the position, the position will be posted externally at the same as internally. Internal candidates will be given the opportunity over external candidates.

Candidates selected for these classified positions will be placed on a 90-day probationary period to determine suitability for the position. Candidates not meeting expectations (per Article 13.5) or preferring to step down during this probationary period will be returned as a clerk to their prior store at their previous full-time or part-time status. Where a Union member accepts a promotion to a supervisory job outside of the bargaining unit the employee may, upon written request to the Union by the employee or the Employer, be granted a leave of absence from the

bargaining unit not to exceed six (6) months during which period the employee may return to the bargaining unit in the employee's former classification without loss of seniority.

If an employee in a classified position (i.e., Department Head or Assistant Department Head) is on any approved leave (sick leave, FMLA, etc.) their positions should not be posted for six (6) months~~one (1) year~~ unless the Employer notified the Union and the employee that the position will be posted within the six (6) months~~year~~ and also explains the reason for the posting.

At the time of the posting of such job, any applicants signing and awarded the position will be made aware that upon return of the previous Department Head or Assistant Department Head will retain their position at that store.

The employee who was awarded the position shall be red circled at the positions rate of pay for one (1) year from the return of the Department Head or Assistant Department Head.

During that year, the red circled employee shall be awarded an open comparable position (same or lesser rate of pay) in which he or she signed (or must interview and be selected for a promotion) in order to maintain the correct contractual number of Department Heads or Assistant Department Heads.

By mutual agreement, Department Heads can be moved to another store due to grand openings, re-grand openings, training of other Department Heads, or temporarily filling open positions to support the needs of the business.

28) **2.6 Employee Information** 7/12/2022 5:57 PM

The Employer shall provide the Union a list of new employees weekly showing employee's name, residence address, unique identification number ~~social security number~~, birth date, store number and date of employment. The Union will also be advised when an employee is transferred from one Local Union to another Local Union. The Employer also agrees to notify the Union of layoffs, leaves of absence, permanent transfers, promotions, interns/trainees, and terminations on a weekly basis.

Combination proposal 7/13/22 @ 11:22am

29) 15.1 **Medical Leave**

A medical leave of absence not to exceed ninety (90) days shall be granted an employee upon written request to the Human Resources Department and sick leave administrator, supported by medical evidence. Insurance claim forms with a physician's statement shall be accepted as a written request for leave of absence. Extensions will be granted up to ninety (90) days at a time if requested in writing supported by proper medical evidence prior to each expiration but in no case shall the cumulative total exceed one (1) ~~two (2)~~ years, except for worker's compensation claims which may not exceed two (2) ~~three (3)~~ years. Current medical leaves of absence as of ratification will not be subject to the one (1) year provision. Current worker's compensation leaves as of ratification will not be subject to the two (2) year provision.

30) 12.5 **Effect of Leaves of Absence on Vacation Pay**

For all employees, leaves of absence or layoffs due to a lack of work totaling ninety (90) days or less in any calendar year shall not affect vacation earned in that year. Any such leaves or layoffs, totaling more than ninety (90) days during the calendar year will have the following effect upon vacation earned in that year:

Leaves or layoffs of 91 – 180 days will reduce vacation pay by one fourth (¼)

Leaves or layoffs of 181 – 270 days will reduce vacation pay by one half (½)

Leaves greater than 270 days will disqualify the employee for vacation

A. ~~Food Language:~~

The above ninety (90) days shall be one hundred and twenty (120) days in the event of medical leaves of absence.

B. ~~Meat Language:~~

Excludes leaves resulting from industrial injury.

31) 13.6 Termination of Seniority

Seniority shall be considered broken if an employee is duly discharged by the Employer, if employee voluntarily quits, if employee has been laid off continuously for a period of more than one (1) year, or if employee is called back to work by certified mail after a layoff and does not report for work within two (2) week or if an employee is on a medical leave for more than one (1) ~~two (2)~~ years except for worker's compensation claims which may not exceed two (2) ~~three (3)~~ years. Current medical leaves of absence as of ratification will not be subject to the one (1) ~~two (2)~~ year provision. Current worker's compensation leaves as of ratification will not be subject to the two (2) year provision.

32) ARTICLE XXIII 7/13/2022 5:23 PM

JOINT LABOR MANAGEMENT COMMITTEE

There shall be established by November 2022, a joint Labor Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor-Management relations in a sincere attempt to maintain open communication. The parties further agree to discuss subjects including, but not limited to, safety issues, emergencies, pandemic safety measures and customer theft, and other topics as they arise. The Committee shall be made up of six (6) ~~an equal number of~~ Union and six (6) Employer representatives to meet quarterly and shall develop its own guidelines as determined by the participants and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement.

EMERGENCY PROVISION: During a pandemic or similar public health emergency, the Joint Labor Management Committee will meet to discuss employee safety issues that arise during the crisis.

33) ARTICLE ~~XXIII~~ XXIV GOVERNMENT REGULATIONS 7/13/2022 5:23 PM

34) ARTICLE ~~XXIV~~ XXV NON-DISCRIMINATION 7/13/2022 5:23 PM

35) 15.7 Death in Family/Bereavement Leave 7/13/2022 5:23 PM

In case of a death in the immediate family of any employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances, up to a maximum of three (3) days (which need not be consecutive), but in no case will employee receive more than a normal week's pay. It is understood that this leave of absence will not be utilized beyond ninety (90) days of the date of the death and will not exceed the number of bereavement days entitled to the individual. Extended bereavement days must be communicated to management in advance. If an employee is notified at work of a death in the immediate family and does not complete the work schedule for that day, the employee shall be paid for time lost that day in addition to the above. By immediate family is meant parents, brother, sister, wife, husband, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-

in-law, grandparents, grandchildren, step-parents, step-children, legal guardian, or any other relative residing with him. (Reference to brother and sister shall also mean step and/or half brother and sister.) In case of the death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral. In the event of the death of a spouse or child or step-child of a full-time employee, a maximum of four (4) days shall be granted as provided above.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under this provision.

36) K3 – ARTICLE 5 BARGAINING UNIT WORK 7/14/2022 5:23 PM

5.1 Outside Salesmen

The Employer may utilize any vendor services available to the trade (including Central Pet, DSD ice cream, bagged ice, floor care, honeybaked ham (seasonal kiosk), and DSD pizza) except that traditional “non-vendor” merchandise will not be stocked to the shelf (~~including Central Pet, DSD ice cream, and DSD pizza~~). -The Employer may also utilize vendor services available to the trade upon discussing and resolving issues with the Union before implementation.

However, the employer may utilize any vendor store assistance on General Merchandise products which are available to the trade without additional cost.

It is understood that the use of vendor assistance working in the preparation of and assistance during seasonal changeovers of outdoor selling is permitted (i.e., outdoor plants, trees, wreaths, and assembly of grills/patio furniture). The Employer reserves the right to have a third party cut and stock the fruit that they have cut within the store.

It is further understood that during a store opening or grand re-opening, the Employer reserves the right to use all vendor services available to the trade four (4) weeks prior and four (4) weeks after a store opening or grand re-opening. Employees interested in working additional hours during this time frame will have the option to sign an additional hours/overtime sheet which will be posted prior to the opening or grand re-opening of the store.

When additional hours are needed due to extenuating circumstances within Pickup, employees within the store at the time of the need will be offered additional hours to work in Pickup. After employees within the store are contacted and there still remains a need, employees on the additional hours/overtime sheet within the store will be contacted. Once the Employer has followed the above-mentioned steps, the Employer reserves the right to utilize third party services as needed to resolve the extenuating circumstances within Pickup.

Present employees will not have their hours reduced as a direct result of the implementation of this section's language.

37) K7 - ARTICLE 10 WORK SCHEDULES 7/14/2022 5:24 PM

10.3 Additional Hours/Overtime Sheet Definition

Employees interested in additional hours must sign the additional hours/overtime sheet at their home store location. Employees interested in being added or deleted from the additional hours/overtime sheet must indicate in writing and give to store management. The sheet will include employee's name and phone number. This sheet will be saved by store management and a copy will reside at the Customer Service Desk.

When technology is available, employees will be able to opt-in to their preferred communication method (phone or other available method) regarding additional hours/overtime

availability. The Employer will utilize this communication to notify opted-in employees of additional hours availability and, after providing fifteen (15) minutes for response, employees responding will be selected for additional hours and/or overtime as per the needs of the business and follow seniority provisions as outlined in Article 13. ~~notify the employees selected for additional hours/overtime.~~

10.43 Scheduling Overtime

A. Food Language

Scheduled overtime shall be offered by seniority among employees who are qualified and available to do the necessary work within each store. ~~Employees interested in additional hours should sign the additional hours sheet.~~ Daily overtime, not previously scheduled, shall be offered by seniority among employees qualified and available to do the necessary work within the store who are present when the need for overtime arises. If no one is available at the store, qualified employees on the additional hours/overtime sheet will be called by department by seniority then, if necessary, by storewide seniority. Such overtime will not be subject to the four (4) hour guarantee.

~~Employees interested in being added or deleted from the additional hours sheet must indicate in writing and give to store management. This sheet will be saved by store management and a copy will reside at the Customer Service Desk.~~

10.132 Additional Hours

Food Language Only

When additional hours need to be added to the schedule to replace calls-offs, (i.e. sickness, jury duty, death in family/bereavement~~funeral~~ leave, etc.) or because of increased business, the following procedure will be followed.

The Employer will start with step one (1) of the below-mentioned steps and if step one (1) does not fill the vacated shift, the Employer will then apply Article 10.3 to steps two (2) through five (5) to resolve the additional hours need before step six (6) can be applied.

Step 1. Any or all of the vacated shift shall be replaced by seniority by the most senior employee already on the schedule having a work shift ending after 6:00 p.m. who would receive the same or greater number of hours. Calls will be made until the shift is filled.

Step 2. If the vacated shift ending after 6:00 p.m. is an eight (8) hour shift, it will be offered, by seniority, to an employee already on the schedule who would receive a greater number of hours. Calls will be made until this shift is filled.

Step 3. If this occurs, the newly vacated shift will be offered to the most senior employee not on the schedule that day as long as it does not create a violation of the contract or overtime pay. Qualified individuals called in for overtime will be done in order of seniority, and classification.

Step 4. If the shift vacated after 6:00 p.m. is not an eight (8) hour shift, the vacated shift will be offered to the most senior employee not on the schedule that day as long as it does not create a violation of the contract or overtime pay.

Step 5. If no employee is available for the original vacated shift by following the above procedure, it shall be offered to the most senior employee scheduled for a later shift.

Step 6. This does not preclude the store management team from performing work normally done by members of the bargaining unit due to employees being absent where no one is available to do the work or circumstances beyond the control of the Employer.

Part-time employees hired after 11/20/05 may work on the sixth (6th) day of a work week at their regular rate of pay if mutually agreed, provided such work does not exceed 40 hours in a work week.

K12 - ARTICLE 22 PENSION TA 7/15/22 1:24pm

A. Food Language

22.1 Status of Plan

The Kroger Co. and UFCW Local #1059 entered into a Memorandum of Understanding dated December 2011 (the “UFCW/Kroger MOU”), the terms of which are incorporated herein by reference (in their entirety). The UFCW/Kroger MOU established all of the terms and conditions of employment as they relate to the provisions 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.

Pension contributions made for employees in the Chef classification hired prior to 9/25/00 will continue to be payable to United Food and Commercial Workers Union-Industry Pension Fund. The contribution level should remain commensurate with the Meat Language in this Article.

[The UFCW/Kroger MOU was extended by agreement between Kroger and Local 1059 through January 1, 2025. The UFCW/Kroger MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to employees under this CBA and governs Kroger’s participation in, and contributions to, the UFCW Consolidated Pension Fund \(the “Fund”\).](#)

B. Meat Language

22.2 Contributions

[VAPP Language](#)

[Kroger Columbus Division \(“Kroger”\) and Local 1059 of the United Food and Commercial Workers International Union entered into a Memorandum of Understanding dated June 30, 2020 \(the “Pension MOU”\), the terms of which are incorporated herein by reference. The Pension 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. Among other things, the Pension MOU provides that Kroger ceased to have any obligation to contribute to the UFCW International Union - Industry Pension Fund \(“National Fund”\) as of June 30, 2020 and completely withdrew from the National Fund as of that date. Beginning July 1, 2020 retirement benefits for bargaining unit employees covered by this CBA will be provided through the UFCW International Union - Industry Variable Annuity Pension Plan \(“VAPP”\) and Kroger shall be obligated to make contributions to the VAPP in accordance with the terms and conditions of the Pension MOU. The pension MOU expires on June 30, 2028.](#)

[Employees in the bargaining unit covered by this CBA shall participate in the VAPP in accordance with the terms of the Pension MOU and subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits of the VAPP.](#)

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

~~Effective 12/1/2014, for employees hired prior to 2/29/88 and participating prior to 9/1/2005, the Employer shall pay two hundred and seventy nine dollars and ninety six cents (\$279.96) per month for employees who work an average of sixteen (16) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into a jointly administered Employer Union Pension Fund. Contributions under this section shall be due and payable by the tenth (10th) day of the month.~~

~~Effective 12/1/2014, for employees hired after 2/29/88 and participating prior to 9/1/2005, contribution shall be one hundred and sixty seven dollars and three cents (\$167.03) per month and will commence on the first of the month after twelve (12) full months of employment.~~

~~Effective 12/1/2014, for employees hired after 2/29/88 and participating on or after 9/1/2005, contribution shall be one hundred and twenty eight dollars and four cents (\$128.04) per month and will commence on the first of the month after twelve (12) full months of employment.~~

~~The Employer agrees to meet and confer regarding Pension contribution to the Industry Pension Fund if an increase in the Appropriate Unit Contribution Rate (AUCR) would create a benefit reduction prior to the expiration of this Agreement.~~

22.3 In cases of compensable injury, the Employer shall make three (3) monthly contributions including the month in which such compensable injury occurs.

~~22.4 The jointly administered Employer Union Pension Fund (United Food and Commercial Workers International Union Industry Pension Fund) shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan, and all taxes levied or assessed upon or in respect of said Plan or Trust, or any income therefrom shall be paid out of the Pension Fund.~~

~~22.5 Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department for the approval and ruling satisfactory to the Employer that said Plan is qualified under I.R.C. Section 401, et. seq., and that no part of such payments shall be included in the full-time rate of pay of any employee.~~

~~22.6 A copy of the Trust Agreement and any amendments thereto shall be made a part hereto, as herein at length set forth. Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.~~

22.47 Employees in the Meat Department hired after 9/25/00 or entering the Meat Department after 9/25/00 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. Once employees have entered the UFCW Consolidated Pension Fund they shall remain in the UFCW Consolidated Pension Fund regardless of future entry into the Meat Department.

K5 - ARTICLE 8 JOB DESCRIPTIONS TA 7/15/22 at 3:29pm

8.5 Pharmacy Tech

~~A. Operations within the confines of the pharmacy area as directed by management. Such job duties shall include receiving and preparing prescriptions, check out of same prescriptions, customer service and assisting the pharmacist in carrying out the duties for daily operations. Pharmacy Clerks who have a current National Certification (e.g., PTCB or ExCPT) License will receive an additional seventy five cent (75¢) per hour premium. This premium is separate from any other Pharmacy Clerk premium.~~

~~There are three (3) Technician levels that a Pharmacy Technician can advance through to enhance their skills and pay. These tests are available under the following schedule.~~

~~Test Prerequisites:~~

~~**Tech 1:** Immediately upon entering Pharmacy Technician classification~~

~~**Tech 2:** Ninety (90) days of Pharmacy Technician seniority, and passed Tech 1 test~~

~~**Tech 3:** Six (6) months of Pharmacy Technician seniority, and passed Tech 2 test~~

~~Once a test is requested, it shall be administered within two (2) weeks.~~

B. Lead Pharmacy Technician

~~The Employer shall appoint a Lead Pharmacy Technician in each pharmacy. The lead technician will receive a \$1.00 premium over their current rate of pay.~~

8.5 Pharmacy Technicians:

Standard Technician: All technicians hired will be a Standard Technician on step 1 of the Standard Technician pay scale and must register as a Pharmacy Technician Trainee with the State of Ohio. All Pharmacy Technicians must complete the Company's standardized exam and become a registered Pharmacy Technician by the State of Ohio within one (1) year from date of hire.

Certified Technicians: To advance to the Certified Technician classification, current Standard Technicians must have successfully completed the Company's standard exams and be registered as a Certified Pharmacy Technician with the State of Ohio. In addition, they will have to hold a National Pharmacy Technician Certification (e.g., PTCB or ExCPT) and provide proof of certification to the Company. Once the proper documentation is provided to the Company, the associate will advance to Certified Technician classification and the appropriate step of the Certified Technician pay scale the following Sunday. If at any time an associate's National Certification expires or fails to provide the documentation of the renewal, they will revert back to the Pharmacy Technician classification and pay scale two weeks following the expiration.

Senior Certified Technician: To advances to Senior Certified Technician classification, current Certified Technicians will be required to hold a current PTCB or ExCPT, complete any and all required training for State specialized patient care services and be willing and able to perform said specialized patient care services. Once the proper documentation is provided to the Company, the associate will advance to Senior Certified Technician classification and the appropriate step of the Senior Certified Technician pay scale the following Sunday. At any time an associate's PTCB or ExCPT expires or fails to provide the documentation of the renewal, they will revert to the Pharmacy Technician classification and pay scale two weeks following the expiration. If at any time they are not willing to perform specialized patient care services, they will revert back to the Certified Pharmacy Technician classification and pay scale.

Pharmacy Lead Technicians: All Leads shall be a full-time position, one per store and will be awarded by appointment by the Employer. Must be a Certified Pharmacy Technician or Senior Certified to be eligible for the Pharmacy Lead position. If a Certified Technician is appointed, they will be required to complete any and all required training for State specialized patient care services and be willing and able to perform said specialized patient care services within 180 days. Pharmacy Lead schedules will be determined by business need, including multiple closing shifts if need be. At any time an associate's

PTCB or ExCPT expires or fails to provide the documentation of the renewal, they will revert to the Pharmacy Technician classification and pay scale two weeks following the expiration. If at any time they are not willing to perform specialized patient care services, they will revert back to the Certified Pharmacy Technician classification and pay scale.

4.2 Handling Grievances TA 7/8/22 3:05pm

Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, such disputes, disagreements or complaints shall be reduced to writing. ~~and~~ Grievances concerning discharges over theft, harassment, workplace violence, and MAX cases shall proceed immediately to Step 2 of the grievance procedure. There shall be an earnest effort on the part of both parties to settle promptly through the following steps:

Article 7 Wages TA 7/15/22 8:58pm

Part-time Pharmacy Clerks hired prior to 9/24/2000 will transition to the third step of the appropriate pharmacy technician wage scale and remain there until 12/31/2024. Effective 1/1/2025 these associates will be placed on the proper step of the wage scale based on hours worked during the Company's standard measurement period from 2023 to 2024.

Manager on Duty TA 7/15/22 8:59pm

Department Heads, Assistant Department Heads, Leads, or clerks who have completed a Manager On Duty certification shall be assigned the duty of opening or closing the store. Performing MOD responsibilities by a member of the bargaining unit shall be on a voluntary basis. An employee so designated by the management shall receive a premium of one dollar (\$1.00) per hour of hours worked in this capacity between 7:00am and 11:00pm. ~~It is understood that management's incidental absence from the store will not constitute MOD assignments.~~ It is also understood that any employee designated as an MOD cannot discipline any other employee for any reason. The company reserves the right to add, delete, or modify MOD positions by store.

K6 – ARTICLE 9 HOURS OF WORK, OVERTIME AND PREMIUM PAY – TA 7/15/22 8:59pm

9.2 Overtime

Time and one-half (1½ x) will be paid for all work performed in excess of eight (8) hours per day, forty (40) hours per week, or work performed on the sixth day in the workweek, Monday through Saturday (employees hired after 3/14/88, work performed on the sixth or seventh day in the workweek, Sunday through Saturday). Employees hired (after ratification), overtime will be paid for all work performed in excess of eight and a half (8.5) hours per day, forty (40) hours per week. For the purpose of determining the sixth (6th) or seventh (7th) day of work if applicable, such day shall be the employee's scheduled day off.

Where it has been mutually agreed to work four (4) ten (10) hour days, time and one-half (1½ x) will be paid for all work performed in excess of ten (10) hours per day, forty (40) hours per week, Monday through Saturday or work performed on the fifth (5th) or sixth (6th) day in the workweek (employees hired after 3/14/88, Sunday through Saturday or work performed on the 5th, 6th or 7th day in the workweek). For the purpose of determining the fifth (5th), sixth (6th) day of work or seventh (7th) day of work if applicable, such day(s) shall be the employee's scheduled day(s)

off.

Time and one-half (1½ x) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

Vacation days and personal holidays are considered days of work when used in the calculation of overtime.

Part-time employees hired after 11/20/05 may work on the sixth (6th) day of a work week at their regular rate of pay if mutually agreed, provided such work does not exceed 40 hours in a work week.

There shall be no pyramiding of premium pay and any hours paid for at premium pay will be set aside and not used in the computation of other premium pay or in the computation of overtime.

No employee will be allowed or made to accept time off as compensation for overtime.

9.3 Night Premium TA 7/15/22 9:30pm

A. Food Language

~~A night premium of 45¢ will be paid for all hours of work between 9:00 p.m. and 6:00 a.m. in addition to the employee's regular hourly rate of pay.~~

~~Employees who work the majority of their shift between 9:00 p.m. and 6:00 a.m., will receive \$1.50 an hour (in lieu of the above 45¢ per hour premium) in addition to their regular hourly rate of pay including overtime (excluding paid but not worked compensation for vacations, personal holidays, contractual holidays, etc.) for all hours worked during the shift.~~

The night premium provided for in this section shall be paid in addition to other applicable premium pay.

~~Effective August 1, 2020, the night premium hours will change to 10:00 p.m. and 6:00 a.m. Also, the \$1.50 night premium will increase to \$2.00 and will replace the 45¢ premium for hours worked between 10:00 p.m. and 6:00 a.m. as follows:~~

Employees who work the majority of their shift (50% or more) between 10:00 p.m. and 6:00 a.m. will receive \$2.00 an hour in addition to their regular hourly rate of pay including overtime (excluding paid time not worked, which includes but is not limited to vacations, personal holidays, contractual holidays, etc.). Employees whose shift commences between the hours of 10:00 p.m. and 6:00 a.m. and the majority of their shift does not fall within that timeframe will be paid \$2.00 premium for all hours worked within the hours of 10:00 p.m. and 6:00 a.m.

B. Meat Language

~~Work performed after 9:00 p.m. and before 12:00 midnight shall be paid for at forty five cents (45¢) per hour above the straight time rate. All work (including overtime) performed from 12:00 midnight to 5:00 a.m. shall be paid at \$1.00 per hour above the straight time rate. Effective August 1, 2020, the language in Article 9.3B Meat Language will be discontinued and the night premium as stated in 9.3A will be uniformly administered.~~

K13 - ARTICLE 25 EXPIRATION TA 7/15/22 8:59pm

This Agreement shall continue in effect from ~~November 18, 2018 through 11:59 p.m. August 6, 2022,~~
August 7, 2022 through August 9, 2025 11:59 p.m. and shall automatically be renewed from year to year
thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the
expiration date or any anniversary date thereafter of a desire for termination or changes in this
Agreement. IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be
executed by their duly authorized officers the ____ day of _____, ~~2022~~2019.

FOR THE UNION: FOR THE EMPLOYER:

United Food & Commercial Workers The Kroger Co., Columbus Ohio

Union Local 1059

By _____ By _____

President

By _____ By _____

Secretary-Treasurer

By _____ By _____

Service Director