

INDEX

UNITED FOOD AND COMMERCIAL WORKERS

Kroger Texas L.P. Dallas Division

LOCAL 540

DALLAS MEAT

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AGREEMENT

This Agreement is entered into by and between Kroger Texas L.P. Dallas Division, hereinafter referred to as the Company, and the United Food and Commercial Workers International Union, Local Union No. 540 hereinafter referred to as the Union.

PREAMBLE: **INTENT AND PURPOSE**

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

ARTICLE 1. **RECOGNITION AND JURISDICTION**

Section 1. The Employer recognizes UFCW Local No. 540 as the exclusive and collective bargaining agent for all employees in the Meat Departments in all of the Employer's retail stores located in Dallas and Tarrant counties, Kaufman, Ellis, Collin, Denton, Parker, Grayson, Lamar, Brown, Gregg, Harrison, Hood, Rusk, Johnson, and Rockwall, Texas. The parties agree that this contract shall cover all Meat Department employees in retail stores that are, or will be owned, leased, or operated by the Employer in such counties, or anywhere in the jurisdiction of UFCW Local No. 540.

Section 2. For the purpose of this contract, the Meat Department includes all employees who are engaged in the receiving, cutting, grinding, slicing, displaying, preparing, processing, sealing, wrapping, bagging, pricing, fabricating, cubing, tenderizing and serving of all meat products, sausage, poultry, rabbits, fish and seafood products, canned hams, bacon, pork loins, and picnics whether such products are fresh, frozen, chilled, cooked, cured or smoked and who perform their duties in retail stores where such products are prepared and offered for retail sale in service or self-service cases located in retail markets that are owned, leased, or operated by the Employer by employees covered by this contract, except where this work is under the jurisdiction of an existing collective bargaining contract with the Employer, or where this work is presently being performed by retail store employees of the Employer who are not presently included under any collective bargaining contract. This provision is not intended and will not be interpreted to prevent Employer from permitting representatives of wholesale suppliers to perform services presently being performed by them. It is not intended by the foregoing to prevent the Employer from cutting, packaging, or otherwise handling meat at any central point.

It is understood that representatives of wholesale suppliers, during a service call, may replenish product in the wall deli section provided that such representative's work does not result in the layoff or reduction in hours of any existing bargaining unit employee.

ARTICLE 2.

DUES DEDUCTION

The Company agrees to deduct from the wages of each employee who shall authorize it in writing on an appropriate form agreed to by the Union and the Company and which has not been revoked, and for so long only during the period of this Agreement is in effect and such authorization shall remain in force, from the pay payable to such employee each week, the uniform weekly Union dues, and initiation fees for the current week in such an amount as the Union shall certify in writing to the Company and promptly remit the same to the appropriate Local Union official monthly. This authorization shall take effect as of the date hereof and shall continue in effect for successive one-year periods until the termination of this Agreement. Timing to be worked out locally.

Upon written request by the employee on a proper form submitted by the Union, the Company shall deduct Active Ballot Club contributions and remit these contributions to the Union, timing to be worked out locally, on a separate check made out to the Active Ballot Club.

ARTICLE 3.

HOURS OF WORK

Section 1. A work schedule for the succeeding week shall be posted in the markets not later than 1:00 p.m. Friday of the current week. All work performed off the work schedule shall be paid for at one and one-half (1½) times the employee's basic straight-time rate of pay. Such pay shall be considered as Penalty Pay except when such work is performed before and/or after the daily work schedule of the employee. The work schedule can be changed after the initial posting, only with the written consent of the employees involved. Any employee who fails to report as scheduled shall lose his right for premium pay provided under this Section for that day as set out in this schedule. When part-time employees volunteer to work off their work schedule such work shall be paid for at their basic straight-time rate of pay without penalty to the Company.

Work schedules may be changed on a store basis without penalty to the Company when another employee, who is off that day, is called in to replace the absence of a scheduled employee. Such employee called in will be guaranteed the hours of the scheduled absent employee, but not less than four (4) hours. If more than one (1) employee is off on that day, the method for calling in employees shall be by seniority (offer down, force up), provided they have the ability to do the job. Employees who are called in as stated above and who are not required to work six (6) days that week will be given a mutually agreed upon day off that same workweek. If no agreement is reached, the Company may designate the day off.

Section 2. No employee shall work more than five (5) hours without a lunch period. Lunch periods shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration unless mutually agreed between the Manager, employee, and the Union.

Section 3. Work on the holiday shall count toward making up the forty (40) hours in computing overtime over forty (40) hours actually worked.

Section 4. Employees required to work more than forty (40) hours in any one week shall be paid for such work at one and one-half (1½) times the employee's regular straight-time rate of pay.

Section 5. No split shifts shall be required of any employee. Longer lunch periods than specified herein, except when mutually agreed on by the employee and Company or scheduling daily work hours non-consecutively will constitute a split shift.

Section 6. Any employee called to work shall be guaranteed a minimum of four (4) hours of work or pay in lieu thereof and such pay in lieu of work shall be at the basic rate of pay, providing such employees are available and can work the minimum of four (4) hours.

Section 7. If employees are required to attend store meetings outside the scheduled daily or weekly work hours, such time will be considered as time worked.

Employees will punch in and out when attending such meetings.

Section 8. Employees shall be granted two (2) fifteen (15) minute rest periods, with pay, each day; one (1) rest period to be taken in the shift worked prior to lunch and one (1) rest period to be taken in the shift worked after the lunch period.

Section 9. If an employee works more than ten (10) hours in any one day, a third (3rd) fifteen (15) minute paid rest period shall be granted.

Section 10. Overtime work, night work, Sunday work and holiday work, where applicable and practicable, shall be distributed equally among employees in each classification. Such equalization shall be maintained within a calendar month on a store-by-store basis.

Section 11. Employees shall have a specific payday and each employee shall be furnished a Company receipt or a receipt will be made available electronically for each payday specifying their gross earnings, total hours worked, and any and all deductions made from their gross pay.

The Company will eliminate a portion of the social security number visible on the paycheck for security reasons.

Section 12. An employee who performs the work of a Level IV Department Head shall receive the pay scheduled for such higher paid classification while performing the work for a period of more than three (3) days.

Section 13. Employees will receive no holiday premium until they have completed two (2) years of service. After completing two (2) years of service, they will receive fifty cents (.50) per hour.

Section 14. All employees shall be given at least one (1) day off each week.

Section 15. Time and one-half (1½) overtime pay shall not be pyramided for both daily and weekly overtime.

Section 16. Overtime must be authorized by the Company.

Section 17. Overtime at one and one-half (1½) times the employee's regular straight-time rate of pay shall be paid for all work performed on the sixth (6th) day of the employee's work week for full-time employees only.

Section 18. The Employer will schedule all work for part-time employees based on seniority within their classification within their store not to exceed eight (8) hours in any one (1) day or forty (40) hours in any one (1) week provided the employee is available for at least four (4) consecutive hours when the work is available and that this scheduling does not conflict with or prohibit the simultaneous scheduling of another part-time employee. However, this scheduling is not intended to mean that the Employer must schedule so as to incur additional premiums or penalties or violate any provision of this Agreement, nor is it intended to abuse or discriminate against senior part-time employees for utilizing their seniority rights covered under this section. The part-time employee with seniority must advise the Store Manager that he is available for a posted schedule within twenty-four (24) hours after the store schedule is posted or he has no claim on such schedule of hours.

Section 19. Where it is agreeable between the employee, the Company and the Union, an employee may be scheduled four (4) ten (10) hours shifts, not necessarily consecutive. Should an employee be scheduled on the four (4) day workweek, the following shall apply:

- (a) The workweek for full-time employees would be forty (40) hours to be worked in four (4) days.
- (b) Time and one-half (1½) would be paid for work in excess of forty (40) hours, and for hours worked in excess of ten (10) hours per day.
- (c) A full-time employee scheduled on the four (4) day work week shall receive ten (10) hours as holiday pay, funeral leave pay, jury duty pay, and any other provision which calls for a "Day's Pay."
- (d) Time and one-half (1½) shall be paid for work performed on the fifth (5th) and sixth (6th) day worked in the workweek.

Section 20. Forty (40) hours of work, to be worked in five (5) days shall constitute a full workweek. Full-time employees who are scheduled for forty (40) hours in a given week shall be guaranteed forty (40) hours, or pay in lieu thereof, for that week, except that such guarantee shall not apply on any day in which the employee is tardy, absent, or has been disciplined for just cause. Provisions related to layoffs shall apply, if necessary.

ARTICLE 4. DISCHARGE AND SUSPENSION

Section 1. The Company shall not discharge, nor suspend, nor demote, nor take disciplinary action with respect to any seniority employee without just cause. In respect to discharge, suspension, or other disciplinary action, the employee shall be given at least one (1) written warning notice of the complaint (s) against such employee, with a copy to the Union effected, except that no warning notice need be given to an employee before he is discharged for causes such as dishonesty, drinking or being under the influence of alcoholic beverages or illegal controlled substance on Company property, refusal to take alcohol or illegal substance abuse test based on probable cause where circumstances indicate an employee is under the influence, refusal to perform work as assigned, recklessness resulting in serious accident while on duty, falsification of application, or possession of any weapon on company premises. Discharge, suspension, or other disciplinary action must be by written notice to the employee and the Union. Warning notices shall have no force and effect after six (6) months from date of issue.

Section 2. Any employee may request an investigation as to his discharge, suspension, or other disciplinary action. Should such an investigation prove that an injustice has been done an employee, he shall be reinstated, and subject to the facts, he may be compensated at his usual rate of pay while he has been out of work, or otherwise made whole for loss of injury suffered as a result of an unjust discharge, suspension, or other disciplinary action. Appeal from discharge, suspension, or other disciplinary action must be taken within five (5) working days by written notice and a decision reached within ten (10) days from the date of discharge or suspension. If no decision has been rendered within ten (10) days, the case shall be taken up as provided in Article 8 of this Agreement.

Section 3. With regard to chronic tardiness or absenteeism, the following disciplinary action shall be taken:

- (a) First unexcused absence or tardiness – verbal warning.
- (b) Second unexcused absence or tardiness – first written warning notice.
- (c) Third unexcused absence or tardiness – second written warning notice.
- (d) Fourth unexcused absence or tardiness – one week layoff without pay.
- (e) Fifth unexcused absence or tardiness – subject to discharge.
- (f) Three NCNS during a six-month period will be just cause for discharge.

ARTICLE 5. **HOLIDAYS**

Section 1.A. The following days shall be considered as holidays for the purpose of this Agreement for non-probationary employees:

New Year's Day Fourth of July Labor Day Thanksgiving Day Christmas Day

In addition to the National Holidays, effective January 1, 2024, employees shall earn personal holidays as follows:

- 3 years of service - 1 personal holiday
- 10 years of service - 2 personal holidays
- 15 years of service - 3 personal holidays
- 20 years of service - 4 personal holidays

Employees desiring to take personal holidays as outlined in this Article shall give two (2) weeks' advanced written notification on forms supplied by the Company. These holidays will be taken at a time mutually agreed upon between the Employer and the employee. Personal holidays shall be changed only by mutual agreement between the employee, the Employer, and the Union.

The employees will submit a written request for a particular day at least two (2) weeks in advance of that day to the Store Manager with a copy to the Union and the Human Resource Department. The employee will be advised if his request is approved or disapproved within seventy-two (72) hours. If the requested day is denied and no alternate day can be agreed upon between the employee and the Store Manager, an official of the Union and the Company will meet and attempt to reconcile the issue. Employees must take their personal holidays by the end of the year.

Section 1.B. Holidays falling on Sunday shall be celebrated on Sunday.

Section 2. Employees absenting themselves from work without acceptable reasons on the scheduled day before a holiday and/or the scheduled day after a holiday shall not be paid for the holiday. Acceptable reasons would include the following:

- (a) Death in the immediate family (spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, stepparents, stepchildren, and in-law relationship or any relative residing permanently in the employee's immediate household.)
- (b) Wife giving birth to child.
- (c) Meetings with the Company as representative of the Union.
- (d) Accident or illness substantiated by medical evidence if requested by the Company, that employee was unable to work.
- (e) Absence excused by the Company.

Section 3. In the event a holiday named herein falls within an employee's vacation period, the employee shall be given an extra day off for the holiday or pay in lieu thereof.

Section 4. Eight (8) hours pay at straight-time hourly rate will be allowed each full-time employee who qualifies for such pay in accordance with the above provisions.

Section 5. The following holidays shall be considered as paid holidays for all qualifying part-time employees (after one year of continuous service): New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The following shall govern holiday pay allowance for the above enumerated recognized holidays not worked. Any employee who works during the workweek during which the holiday occurs shall receive as holiday pay that amount that equals the average hours worked during the preceding four (4) calendar weeks divided by five (5).

Section 6. When a part-time employee who is otherwise eligible for holiday pay allowance under the conditions as prescribed above is scheduled to work on a recognized holiday and fails to report for work, or to work the hours as scheduled on a holiday, or to work the scheduled day before or day after the holiday, such employee shall not be eligible to receive any holiday pay allowance.

ARTICLE 6. **WAGES**

Section 1. Schedule "A" contains the Wage Schedule which shall be paid employees covered by the agreement. Schedule "A" is attached hereto and is hereby made an integral part of this agreement. The collective bargaining parties agree that the wages listed in Schedule "A" can be increased at any time by mutual agreement of the parties.

Section 2. Previous proven comparable experience within ten (10) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay. Maximum experience credit for the Meat Clerk classification only, will be Step 2 for at least one (1) year of proven experience. Falsification of application shall be reason for discharge.

Claims for rate adjustment based on previous experience not listed on the application for employment must be filed in writing within thirty (30) days of employment; otherwise, the employee forfeits any claim under this provision. In the event that the Employer is unable to verify previous experience, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

Section 3. If an employee is required to travel between markets during the course of his workday, he shall receive payment at his regular straight-time rate of pay for the time of such travel and the time shall count toward his workweek. Employees who are authorized to use their own transportation shall receive the current I.R.S. mileage rate for the distance involved.

Section 4. Employees enjoying wages in excess of those stipulated herein shall not receive a reduction during the life of this Agreement except in the case of re-assignment to another job in accordance with the provisions of this Agreement.

Section 5. If it becomes possible to do so, pay stubs to show year-to-date earnings and year-to-date taxes paid.

Section 6. Market Managers reclassified by action of the Company will be paid a rate no lower than the thereafter Market Assistant rate. Market Managers who request a reclassification may be paid a rate no lower than the thereafter rate from their previous classification.

Employees promoted to Market Manager after ratification, that are demoted for just cause, he or she shall be returned to the appropriate rate of pay with service credit for time spent as a Department Head.

Section 7. Employees promoted to Market Assistant who are demoted or who voluntarily choose to return to previous position within the department shall be placed at a rate of pay of a certified meat cutter so long as they were previously certified. For associates who are not certified, they will be given the opportunity to become certified; otherwise, they will be placed at the top rate of pay for a service clerk.

Section 8. The Employer at its election may implement its Sharing Success bonus plan with the understanding that the Employer reserves the right to determine the Plan's design including, but not limited to, criteria for determining payout, payout amounts, payout dates, administrative provisions, and the right to make adjustments to the Plan and to terminate the Plan at its sole discretion. It is understood that within each store all bargaining unit employees of that store shall share equitably in any sharing success bonus earned by such store.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. Any employee, the Company or the Union may present a grievance. However, grievances not presented in writing within fifteen (15) days after the event giving rise to such grievance shall be waived by the aggrieved party.

Section 2. It is agreed that agreements and settlements reached in Step 1 or Step 2 will be on a non-precedent setting basis and will have no bearing on any other grievance or settlement. All complaints, disputes, grievances, or differences that arise over the interpretation or application of any part or portion of this Agreement shall be handled in the following manner:

Step 1. The individual or individuals having a grievance must present same to his respective Shop Steward. If no adjustment is reached, then;

Step 2. The Shop Steward or Union Representative shall present this grievance to the Store Manager supervising the individual concerned. If no agreement is reached within three (3) days, then;

Step 3. The grievance then should be presented in writing within seven (7) working days to the Business Representative of the Union and the highest authorized Company Official, who shall attempt to reach a satisfactory adjustment. If no satisfactory adjustment is reached within five (5) days, either party may submit the dispute to arbitration. The grieving party requesting the arbitration must do so in writing within thirty (30) days after the completion of Step 3.

Should the Company choose to add a District Representative to be responsible for Human Resources issues, the Business Representative of the Union shall meet and discuss the grievance with the Company Representative prior to moving on to the meeting with the highest authorized Company Official. The Company shall give the Union advance notice of the name of the district representative.

Any monetary settlement reached within Article 7 shall be remitted to the Union on or prior to employee's 2nd regular pay period following settlement.

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

Steps 2 and 3 of the grievance procedures shall have a written response.

Section 3. At any step in this grievance procedure, the Executive Board of the Local union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

ARTICLE 8. **ARBITRATION**

Section 1. All controversies as to interpretation and application of this Agreement that cannot be settled between the employees and management in accordance with the provisions of Section 9(a) of the Labor-Management Relations Act of 1947 or between the Company and the representatives of the Union shall be submitted to an Arbitrator.

Section 2. Grievances taken before an Arbitrator shall be submitted in writing and shall specify the nature of the grievance. It is distinctly understood that the Arbitrator is not vested with the power to change, modify, or alter this Agreement in any of its parts; the Arbitrator may, however, interpret the provisions of this Agreement, and such interpretation shall be final and binding on the parties hereto.

Section 3. In the event the Union and the Company shall be unable to agree upon the Arbitrator within ten (10) days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved arbitrators, one of which shall be selected to act as the Arbitrator. If the parties are unable to agree upon any one Arbitrator from the list given them, then each party will be permitted to strike from the list two (2) names, then the one remaining will be the one selected. The Company and the Union agree that the process of selecting an arbitrator from the list provided by the F.M.C.S. shall occur within 30 days of receiving the F.M.C.S. panel. The expenses of the arbitrator shall be borne equally by the Company and the Union.

ARTICLE 9. **SENIORITY**

Section 1.A. For the purpose of this Agreement, seniority shall prevail in filling permanent vacancies, transfers, layoffs, and recalls of employees. Probationary employees shall not acquire seniority for the first ninety (90) calendar days; however, if retained beyond said ninety (90) calendar days, the employee's seniority shall be dated back to the last date of employment. There shall be six (6) seniority groups as follows:

FULL-TIME

- (1) Market Manager
- (2) Seafood Lead
- (3) Market Assistant
- (4) Service Clerks/Apprentice Meat Cutter/Certified Meat Cutter/Journeyman

PART-TIME

- (5) Market Assistant
- (6) Service Clerks/ Apprentice Meat Cutter/ Certified Meat Cutter

A Market Manager is a qualified Market Assistant. A Market Assistant is knowledgeable in all areas of the Meat Department.

A Market Manager who returns to the Market Assistant classification shall carry his original Market Assistant seniority date into that classification.

Section 1.B. There shall be four (4) seniority areas as outlined in Schedule D:

- A. Dallas County, Denton, Lewisville, Flower Mound, McKinney, Plano, Farmers Branch, Carrollton, Terrell, and Waxahachie.
- B. Tarrant County, Weatherford, Granbury, Cleburne, and Brownwood.
- C. Sherman, Denison, and Paris.
- D. Marshall, Longview, Henderson, and Nacogdoches.

If the application of this provision results in an imbalance of trained staff, the Company and the Union will meet to discuss and attempt to resolve the matter, and in the event no resolution is reached, the parties can pursue the issue through the grievance procedure up to and including arbitration.

Section 2. The Company shall post a seniority list in each market, said lists to be revised and reported to the Local Union every six (6) months. In addition, thereto, the Company will cause to be mailed to the Local Union a duplicate copy of seniority listings. When seniority listings are posted and there are no complaints as to their accuracy within fifteen (15) days after they are posted, said lists become official.

Section 3. Seniority will be broken if an employee (1) quits, (2) is discharged for just cause, (3) fails to return to work within seventy-two (72) hours after being recalled by the Company by certified mail, return receipt requested, to his last known address on Company records, and (4) has been laid off from the Company for one (1) year.

Section 4. All employees, in the event of a layoff, or transfer, shall be laid off or transferred in accordance with their established seniority within their respective seniority group provided they have the ability to perform the work.

Section 5.A. Transfers are permitted between establishments of the Company in this seniority area provided seniority is followed. Seniority for transfers shall be recognized on length of service in the market within seniority classifications.

Section 5.B. Any employee who is assigned to work in another seniority area on a temporary basis shall retain his/her seniority in the seniority area from which they have been transferred. Temporary transfers shall include: An employee who relieves for vacation, etc., and is working on a week-to-week basis but in no case longer than four (4) consecutive weeks without returning to their seniority area, or an employee who relieves for a specific employee who is on an extended leave of absence such as a sick leave, Union leaves, etc. Such relief period may not exceed three (3) consecutive months without return to their seniority area.

Section 6. Part-time workers shall have first choice for full-time work based on their seniority, provided they have the ability to perform the work.

Section 7. Seniority status of employees hired on the same day shall be determined by the Company with notice to the Union.

Section 8. The Company reserves the right to exercise final judgment regarding transfers of Market Managers or associates receiving promotions. Seniority, availability, and capability to perform the job are the factors that will be taken into account in determining transfers and promotions. When offered a transfer the Market Manager will have the option of accepting the transfer or being reduced to the Market Assistant classification.

Section 9. Market Managers shall be allowed to voluntarily return to the Market Assistant classification without loss of seniority upon giving thirty (30) days written notice to the Company.

Section 10. A permanent vacancy shall be filled in accordance with the following procedure:

- (a) Non-Management vacancies shall be filled by seniority from among those employees who have requested consideration and who have the ability to perform the job. The Company shall have the right to fill temporary vacancies without regard to seniority.
- (b) Employees desiring to bid on a permanent job opening shall submit their request in writing to the Human Resources Department, the District Manager, and the Union specifying the store(s) location desired. The request will remain in effect for the life of the agreement. Associates shall have the right to renew their bid for the purpose of making any amendments, additions, or deletions.
- (c) Market Managers shall not be allowed to bid their assignments.
- (d) For the purpose of this Section, the Company shall determine ability subject to the no discrimination clause of this Agreement.

- (e) The parties agree that any disagreement over the interpretation, application or administration of this entire section will be subject to the Grievance and Arbitration procedure as defined in Article(s) 7 and 8 of this agreement.

Section 11. Effective November 8, 1998, current part-time employees and new employees shall be reclassified to full-time status and full-time rate upon working an average of thirty-five (35) hours per week, for twelve consecutive weeks. Seniority date will revert to the original date of hire in bargaining unit. This provision shall not apply to employees performing relief work in the place of another employee, or students available for additional hours May through August.

New employees and current part-time employees who achieved full-time status and full-time rate may be reclassified to part-time status and part-time rate as a result of working an average of less than thirty-two (32) hours per week for twelve (12) consecutive weeks or if the employee voluntarily elects part time. The employee will receive the appropriate part time rate of pay based on length of service.

Full-time employees who are excused from their work week for the benefit of the Employer, or who are absent due to illness, injury, vacation, leave of absence or jury duty and average less than thirty-two (32) hours worked, shall not be reclassified to part time.

Effective November 8, 1998, current employees on a full-time rate will maintain such full-time rate by working an average of twenty-eight (28) hours per week for twelve (12) consecutive weeks. If such employee (excluding those currently on a red-circled rate), disqualifies by working an average of less than twenty-eight (28) hours per week for twelve (12) consecutive weeks and subsequently requalifies for full time status, he/she will return to their former full-time rate. (Example: a current employee on a thereafter rate disqualifies and then requalifies, he/she shall return to their former thereafter rate.) Full-time employees who are excused from their work week for the benefit of the Employer, or who are absent due to illness, injury, vacation, leave of absence or jury duty and average less than twenty-eight (28) hours worked, shall not be reclassified to part-time. If a current employee on a red-circled rate restricts their availability for work resulting in their working an average of less than twenty-eight (28) hours per week for twelve (12) consecutive weeks, such employee will be reclassified to part-time status and part-time rate. If such employee re-qualifies for full-time status by working an average of twenty-eight (28) hours per week for twelve consecutive weeks he/she will be returned to their former red-circled rate. Employees on a red circle rate who restrict their availability three (3) or more times will be subject to permanent reclassification to part-time status and part-time rate.

Defining Full Time Status, Meat Clerk Classification Only:

Unless expressly stated by the Employer, all employees in the Meat Clerk classification shall be hired in as part-time. Employees shall be reclassified to full-time status upon averaging thirty-four (34) hours or more per week over the Employer's 52-week standard measurement period or as described below. Employees who average less than thirty-four (34) 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 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 will not exceed twelve (12) months. An employee’s status, determined by the standard measurement period, will be effective from January 1st through December 31st of the following year. Status will be based fully on average hours worked during their measurement period. All compensable absence pays (i.e., vacation/personal holiday, etc.) shall be counted as time worked for all measurement periods.

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

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

In the event a disqualification is contested in the grievance procedure, the reclassification and rate adjustment will be suspended until final resolution is determined. In the event the grievance is denied, it is understood and agreed that the employer will have the right to recover all overpayment. The company will not purposefully reduce hours to disqualify employees from healthcare coverage, or to avoid compliance with any other provisions of this agreement.

Section 12. Service Departments Only - There shall be separate seniority for the classifications in the Service Department with the understanding that employees who desire promotion to a higher classification shall be considered for such promotion based upon seniority, experience, and ability. An employee who is promoted will progress to the higher classification and will be classified commensurate with his or her demonstrated skill in the new classification.

Section 13. If a meat employee (who is on the payroll as of November 30, 1980) is to be laid off, the employee may elect to be reclassified to Service Clerk/ Apprentice Meat Cutter/ Certified Meat Cutter rather than be laid off. An employee so reclassified will retain their original seniority date and rate of pay.

Section 14. Apprentices - An apprentice is an employee who is at least eighteen (18) years of age or older who may perform any work within the meat department. The Employer agrees to assign each apprentice to various jobs in order to give him an opportunity to acquire the skill necessary to be considered for a journeyman or certified meat cutter position. A clerk must complete the meat cutting classes before being moved to the apprentice or certified meat cutter classification. Nothing in this Agreement should be construed to require the Employer to advance any apprentice to the Journeyman Meat Cutter classification.

ARTICLE 10.

LEAVE OF ABSENCE

Section 1. A personal leave of absence may be granted by the Company for a period not to exceed thirty (30) consecutive days without pay to an employee with six (6) months or more of continuous seniority. An approved personal leave may be extended by an additional thirty (30) days with proper documentation.

Section 2. A leave of absence because of sickness, pregnancy or injury 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 except under Texas Occupational Injury and Disease Benefit Plan.

A Texas Occupational Injury and Disease Benefit Plan leave of absence will be granted not to exceed eighteen (18) months and will not require 90-day extensions during the eighteen (18) months.

After eighteen months, a Texas Occupational Injury and Disease Benefit Plan leave of absence may be extended for a maximum of two additional ninety (90) day increments. A request for an extension of a Texas Occupational Injury and Disease Benefit Plan leave of absence beyond eighteen (18) months must be supported by proper medical evidence and must also contain a prognosis, to a reasonable medical certainty, that the individual will be able to return to work and perform the duties of his or her job within the period of the extension.

A request for an extension of a Texas Occupational Injury and Disease Benefit Plan leave of absence past eighteen (18) months will be reviewed jointly by the Union and the Company. In no event will a Texas Occupational Injury and Disease Benefit Plan leave of absence exceed a total of two years.

Section 3. Seniority employees shall be granted a leave of absence for the following reasons: (a) pregnancy, (b) sickness, (c) military draft or military reserve duty, (d) Union business; based on submission of appropriate documentation.

Section 4. Seniority rights shall not be broken when an employee is on a leave of absence. However, if any employee, while on a leave of absence accepts any other job or goes into business for himself, he automatically terminates his employment and loses all rights with the Company.

Section 5. A military leave of absence will be granted to an employee who is called into military service under the Selective Service Act and to the employees while on military reserve duty ordered by the President, or Governor, for annual encampment, cruise, or for national, state, or local emergencies.

Section 6. The Company agrees that members of the Union, not to exceed five (5) at any one time, shall be given time off without pay in order to take care of Local Union business activities such as conventions, negotiations, and in the settlement of grievances beyond the third (3rd) step of the Grievance Procedure. It is further agreed that any member of the Local Union employed by the Company who is designated to a full-time or temporary job in the Union shall be granted a leave of absence for the term of this office and upon his failure to be re-elected or appointed, he shall be guaranteed re-employment at his former seniority and will be guaranteed his former wage rate plus any wage increases or less any reductions that may have become effective during his absence. Two (2) weeks written notice prior to the schedule being posted shall be given to the Associate & Labor Relations Manager. All union business

requests must include the length of time off specifics. Such leave of absence shall be limited to twelve (12) months unless the Union requests an extension of such leave.

Section 7. Federal Family Leave Act provisions will apply.

Section 8. The Union shall be notified by the Company in writing or electronically when any employee is granted a leave of absence.

Section 9. Employees on leave of absence shall not accumulate benefits except seniority as provided above, during such leaves.

ARTICLE 11. **VACATIONS**

Section 1. Full-time employees who have been on the payroll of the Company for twelve (12) months shall be entitled to one (1) week of vacation with full pay (40 hours).

Section 2. After five (5) years of service on the payroll of the Company, all full-time employees shall be entitled to two (2) weeks of vacation with full pay (80 hours).

Section 3. After ten (10) years of service on the payroll of the Company, all full-time employees shall be entitled to three (3) weeks of vacation with full pay (120 hours).

Section 4. After fifteen (15) years of service on the payroll of the Company, all full-time employees shall be entitled to four (4) weeks of vacation with full pay (160 hours).

Section 5. After twenty (20) years of service on the payroll of the Company, all full-time employees shall be entitled to five (5) weeks of vacation with full pay (200 hours).

Section 6. After thirty (30) years of service on the payroll of the Company, all full-time employees shall be entitled to six (6) weeks of vacation with full pay (240 hours).

Section 7. Employees eligible for one (1) and two (2) weeks of vacation may take one (1) week as days. Employees eligible for three (3) three and four (4) weeks of vacation may elect to take two (2) weeks of vacation by days. Employees who are eligible for five (5) and six (6) weeks of vacation may elect to take three (3) weeks of vacation by days.

The employees must give the Store Leader a two (2) week notice prior to the schedule being posted. The day(s) selected must be agreeable to the Store Leader. Effective January 1, 2024, newly hired employees will follow the vacation schedule above, up to a maximum of four (4) vacations for fifteen (15) years.

Section 8. During the first (1st) week in December, preceding the upcoming calendar year, the Employer will issue each eligible employee a vacation request form that will allow the employee to request a first (1st) or second (2nd) option for each week of vacation that the Employee has earned. There shall be no Blackout Dates. Vacation request shall be scheduled with Store Management and eligible employees in seniority order (most senior first) during the month of January of each calendar year, on an individual store basis.

Each eligible employee shall be allowed to select up to two (2) choices at a time. Each week requested will be marked on a yearly calendar. This same process shall continue until all eligible employees have had their vacation requests captured.

The Employer will post a yearly calendar in each store showing eligible employee(s) and their agreed upon vacation dates by February 1st of each year, the Company retains the right to schedule vacations however, once vacations are scheduled, they may not be changed without the mutual consent of the Employer, the Employee, and the Union. Eligible employees who do not remit their vacation request during the selection process will have their remaining weeks of vacation scheduled on a first come, first serve basis.

An employee transferring from one store to another, under Management request, will keep their same vacation weeks scheduled.

An employee transferring from one store to another, under employee request, will keep their same vacation weeks scheduled if such weeks are available. If the selected weeks are not available, the Employee and Store Management will meet and schedule new vacation weeks.

Section 9. Any employee who has earned his vacation before he has been given an opportunity to take said vacation and leaves the employ of the Company for any reason other than theft shall be paid his vacation pay, together with any other wages due upon leaving.

Section 10. Employees shall not be given pay in lieu of a vacation unless mutually agreed between the Union, the employee, and the Company.

Section 11. In case the Company closes a meat department or store and cannot place employees who are displaced either full-time or part-time, the Company agrees to pay such employees who have one (1) year or more service with the Company a pro-rata vacation based on one-twelfth (1/12th) or major fraction thereof of the vacation he would have earned for each month worked in that anniversary year prior to the closing. This pro-rata vacation is to be paid only for vacation earned but not taken.

Section 12. Part-time employees who work less than the basic workweek shall be given a pro-rated vacation based upon average hours worked per week during the vacation year. Employees who work less than the basic workweek or are hired on or after June 13, 2004, and are classified as part-time during the qualifying year, shall receive a maximum of three weeks of pro-rated vacation.

Section 13. After qualifying for their first one (1) week vacation, an employee will qualify for a future one (1) week vacation as of January 1. After an employee qualifies for additional weeks of vacation as outlined in sections two (2) through five (5) above, they shall become eligible for those additional weeks as of January 1.

Section 14. Leaves of absence will affect full-time employee vacation and vacation pay as follows:

- Less than 90 days - no reduction
- 90 to 180 days - reduced one-fourth
- 180 to 270 days - reduced one-half
- 270 days or more - no vacation

ARTICLE 12. **JURY DUTY**

The Company agrees to pay the difference between any government allowance and a full day's pay at straight-time hourly classification rates for each day an employee is required and appears to serve and/or does serve on any jury, provided the employee is scheduled to work

on the day or days actually served on the jury. This paragraph does not apply to probationary employees.

ARTICLE 13. FUNERAL LEAVE

In the event of a death in the employee's immediate family (spouse, child, father, mother, brother, sister, grandmother, grandfather, grandchildren, step-parents, step-children, any in-law relationship or any relative living permanently in the employee's immediate household), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral and return if required and will be allowed up to a maximum of three (3) days of funeral leave pay.

During such absence, the employee shall be compensated at his straight-time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay; it shall include holiday pay. It is understood that an employee will be allowed one (1) day off to attend the funeral of other close relatives down to and including first cousins, such time to be considered as actual time worked and paid for as such, providing the employee is scheduled to work on the day of the funeral. This paragraph does not apply to probationary employees.

ARTICLE 14. UNIFORM

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

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

The Employer will provide designated uniform items for each full-time (status 1 and 2) employee and designated uniform items for each part-time (status 4) employee with the introduction of a new uniform and will provide the same number of replacement uniform items on the successive annual anniversary dates of employees. If designated uniform items are torn or damaged during normal work activities, a replacement will be provided by the Employer. Additional designated uniform items may be purchased by the employees at the Employer's cost.

Employees working in the Meat Department will be furnished a white butcher coat or white wrap-around as appropriate.

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

Coordinated aprons and hats will be furnished by the Employer as appropriate. Name badges are also furnished and expected to be worn on the upper left front of the shirt or apron. Employees are expected to wear safe, comfortable, closed toed shoes. Employees are responsible for any and all reasonable care.

Employees separated from the Kroger Texas L.P. Dallas Division during the probationary period after receiving the uniform furnished by the Employer will have the cost of such uniform deducted from their last paycheck.

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

ARTICLE 15. **UNION MARKET CARDS**

In all markets covered by this Agreement, the official Union Market Card shall be displayed where visible to all customers provided there are no violations of this Agreement. Such cards shall remain the property of the Union and shall be surrendered upon written demand at any time.

ARTICLE 16. **UNION NOTIFICATION**

The Company agrees to notify the Union in writing of all permanent changes made in job rates, market transfers, layoff, discharges, recalls, and new employees being hired promptly. The Company will electronically notify the Union of new hire associates once a month. If specifically requested by the Union, the new hire report may be provided on a more frequent basis but no greater than 4 times per month.

ARTICLE 17. **NEW HIRE ORIENTATION**

The Company agrees to conduct an Orientation Program for new employees within a reasonable time period after date of hire. The employee shall be paid for all hours in attendance. The Company agrees to give at least twenty-four (24) hours' notice to the Union office of the date, time, location, and number of employees attending the Orientation Program.

Within the Orientation Program, the Store Management or his/her designee shall introduce the store steward and/or Union Representative and allow a reasonable uninterrupted amount of time (to be mutually agreed upon), to explain the labor agreement, to answer questions and sign up the new employees for Union Membership.

ARTICLE 18. **INVENTORY**

The Company agrees that all inventory of merchandise shall be taken during working hours.

ARTICLE 19. **BULLETIN BOARD**

The Company will provide a Bulletin Board or other suitable arrangement within the establishment where the Union may post notices of Union recreational affairs, social affairs, and notices of elections and deaths, appointments and results of Union elections pertaining to the establishment and notices of Union meetings and copy of this Agreement.

ARTICLE 20. **POLYGRAPH TESTS**

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

ARTICLE 21. **FINANCIAL DEDUCTIONS**

No employee shall be required as a condition of employment to have deducted from his pay or to make any financial donation or contribution to or for any cause not specifically provided for in this Agreement or required by State or Federal statutes of law.

ARTICLE 22. **UNION REPRESENTATIVES**

The Union representative(s) shall be admitted at all reasonable times to interview employees on duty.

ARTICLE 23. **SEPARABILITY**

The provisions of this Agreement are deemed to be separable to the extent that, if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions of this Agreement shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of negotiation and agreement on the provision or provisions so invalidated.

ARTICLE 24. **MANAGEMENT RIGHTS**

All rights and powers not expressly restricted or limited by terms of this contract shall remain in and may be exercised at the discretion of the Company.

ARTICLE 25. **SHOP STEWARD**

Section 1. It is understood that the Union shall have the authority to designate and/or remove from among the full-time seniority employees in the bargaining unit a shop steward. There shall be a shop steward in each retail market covered by this Agreement.

Section 2. The shop steward shall be authorized to investigate grievances and shall do so without disturbing the Company's operation. The Company shall have the right to call a conference with the shop steward or Union officials for the purpose of discussing complaints raised by the Company and time spent on such meetings by the shop steward shall be paid for as time worked.

Section 3. The shop steward shall not have the authority to settle any grievance in a manner that is contrary to the terms of this contract.

Section 4. One (1) store steward per store will be allowed up to two (2) days off per year with pay to attend Union functions. Fourteen (14) days written notice prior to the schedule being posted shall be given to the Store Manager, District Manager, and Human Resources.

ARTICLE 26. **STRIKE OR LOCKOUT**

Section 1. The Union agrees that it will not, during the term of this contract or any extension thereof, engage in or sanction any strike, stoppage of work, or harassment.

Section 2. The Company agrees that it will not during the term of this contract or any extension thereof, engage in a lockout.

Section 3. It shall not be a violation of this Agreement nor grounds for discipline or discharge for persons covered hereunder to refuse to cross a legal picket line. The Union agrees to give the Company all possible notice and the employees will not refuse to cross a picket line until the Company has been notified.

ARTICLE 27. **UNION SECURITY**

Section 1. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the date of the execution of this subsection whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.

Section 2. No provision of this Article shall apply in any State to the extent that it may be prohibited by State Law. If under applicable State Law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

ARTICLE 28. **HEALTH AND WELFARE**

Section 28.1 The terms of the prior collective bargaining agreement regarding health and welfare benefits in effect as of June 20, 2020, will remain in effect through December 31, 2023, except as modified herein.

The employer shall contribute to the Heartland Fund utilizing the pass-through method of funding and will adopt and agree to be bound by the terms and conditions of the Heartland Fund's Trust Agreement.

Modifications can be made during the term of this agreement to improve benefits or cost containment measures of covered employees as adopted by the Board of Trustees of the Heartland Fund provided that such cost containment measures shall not change the benefits or eligibility requirements set forth in Exhibit A.

Kroger will execute the normal form Participation Agreement with the Heartland Fund. Kroger will also agree to be bound by the terms of the Heartland Fund's Trust Agreement, as amended, and the actions taken pursuant to such provisions so long as Kroger has appropriate representation on the Board of Trustees.

Kroger and Local 540 further agree that any bargaining unit employee disputes regarding healthcare eligibility and matters related to claim of Fund administration are not subject to the grievance and arbitration provisions of the collective bargaining agreement and will be covered by the Heartland Fund's appeals procedures.

Contribution to Fund Benefits

The employer will fund health and welfare benefits described below, which shall be provided by the Heartland Fund, subject to the employee premium cost-sharing and other terms and conditions described below.

Contributions to the Heartland Fund made for eligible bargaining unit employees under this agreement will be made under a Pass-Through methodology based upon actual adjudicated claims submitted and reasonable and customary expenses associated with Kroger's share of the Heartland Fund's administrative expenses. Kroger shall maintain a cash balance in the Heartland Fund attributable to employees covered under this agreement of no less than \$300,000. This reserve amount may be reviewed from time to time by the Heartland Fund Trustees and may be increased through agreement of the bargaining parties during the term, if necessary, to cover administrative expenses.

Kroger and Local 540 may at its sole discretion agree to meet during the term of this agreement to discuss alternative funding arrangements to a Pass-Through methodology. If at the expiration of this agreement, Kroger and Local 540 mutually agree to change from a Pass-Through methodology back to a traditional funding model, Kroger will begin funding at a per eligible per months (PEPM) rate to pay projected claims and expenses in order to maintain Heartland Fund solvency for benefits provided to Kroger's employees and dependents (including spouses) covered under this agreement until the parties agree to a new CBA. The rate will be determined by the actuary and, if necessary, adjusted annually and agreed to by the trustees of the Heartland Fund. An additional amount of PEPM contributions will be added to the described adjusted rate in order to reach IBNR plus two months of self-funded expenses over the course of seven (7) total years.

Kroger and Local 540 acknowledge that the Trustees of the Heartland Fund have the responsibility and obligation to consider and promptly implement cost containment and other appropriate measures to operate the Heartland Fund efficiently and in a financially sound position in a changing and difficult healthcare environment. The parties acknowledge the potential need for the Fund to make changes promptly during this MOU and agree to consider in good faith any recommended changes or measures proposed by any Trustee or other party.

As part of these cost containment requirements, Fund consultants, administrators, and administrative expenses, may be changed or modified consistent with the Heartland Fund plan documents, if the proposed cost containment measures are adopted by the Board of Trustees of the Heartland Fund and are not inconsistent with the eligibility and benefit requirements under Exhibit A. If cost containment measures produce additional savings, nothing contained herein shall prohibit the Board of Trustees of the Heartland Fund from modifying benefits as long as such modifications are not inconsistent with the eligibility and benefit requirements under Exhibit A.

Each year, the Fund Consultant will calculate the average claim cost per enrolled per month (PEPM) based on the experience pool that includes all participating Kroger groups in the Heartland Fund operating on a Pass-Through methodology. These costs will include dental, vision, medical, life insurance, sick pay, and wellness expenses. The additional expenses and costs of Administrative Services Only (ASO) fees and/or any case management/utilization review program, or similar program offered by any vendor that is implemented by the Heartland Fund shall not be included in any measurement for purposes of determining whether the 8% annual cap on expenses has been exceeded.

Beginning in 2023, the annual PEPM cost shall not increase by more than 8%, the Heartland Fund Trustees are required to make changes to the plan design effective the following plan year that are designed to reduce claim costs by the amount that exceeds the 8% ceiling.

This measurement will be done using the twelve (12) month period ending on July 31 of each year. This information will be presented to the Heartland Fund Trustees by no later than September 15 of each year so that appropriate plan design changes can become effective following January 1.

For example:

2023 PEPM cost = \$800

2024 PEPM cost = \$875

2025 Max PEPM cost with 8% = \$864

The Trustees must reduce Employer cost PEPM by \$11 PEPM for example, the Trustees could increase weekly employee contributions in 2025.

Beginning in 2024, the annual PEPM cost shall not increase by more than 8%. If PEPM claim costs increase by more than 8%, the Heartland Fund Trustees are required to make changes to the plan design effective the following plan year that are designed to reduce claim costs by the amount that exceeds the 8% ceiling. This measurement will be done using the twelve (12) month period ending on July 31 of each year. This information will be presented to the Heartland Fund Trustees by no later than September 15 of each year so that appropriate plan design changes can become effective on the following January 1.

Heartland Fund Trustees may develop and extend to Employees medical and prescription management programs that targets high-risk participants with chronic diseases such as diabetes, asthma, and cardiovascular disease. Incentives to drive participation in the program are understood to be a key element to enhance quality health care. There is recognition that incentives may take various forms and will likely evolve change over time based on program experience with a goal of maximizing program effectiveness. The initial focus will be a thorough educational campaign in connection with program roll out. Such education will be reinforced by the Heartland Fund, The Union, and the Employer.

The Employer and the Union agree to meet and discuss, at the request of either party, the effects of the Patient Protection and Affordable Care Act (PPACA) and Federal regulations or any other legislation that may impact the Employer's or Heartland's provision of health and welfare benefits during the term of this Agreement, and to make modifications to this Agreement necessary and appropriate.

Section 28.2 Employee Contributions/Eligibility

Effective January 1, 2024, employees shall be required to make weekly premium contributions for coverage under the Heartland Fund, as follows:

Weekly Contributions – effective January 1, 2024, thereafter on January 1	Includes Medical, Rx, Dental and Vision
Employee	\$7.00 (current) \$9.00 (2024) \$12.00 (2025) \$15.00 (2026)
Employee + Spouse	\$37.00 (current) \$46.00 (2024) \$55.00 (2025) \$64.00 (2026)
Employee + Child(ren)	\$13.00 (current) \$16.00 (2024) \$19.00 (2025) \$22.00 (2026)

Employee + Spouse + Child(ren)	\$44.00 (current) \$55.00 (2024) \$66.00 (2025) \$77.00 (2026)
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The Employer will collect and retain the employee contributions through the payroll process pursuant to the provisions of the Employer’s Code Section 125 plan.

The Employer will offer coverage under the Heartland Fund to eligible employees based on date of hire and other eligibility rules as outlined below and pursuant to the terms and conditions of the applicable Heartland Fund plan document. The Plan One plan of benefits is for all eligible employees hired on or after July 1, 2022, until amended by mutual agreement. The attached benefit grid provides additional details on each plan of benefits. Any terms and conditions of coverage under the Heartland Fund that are not described herein will be as described under the applicable Heartland Fund plan document, and such plan document, as amended by the Heartland Fund Trustees from time to time, shall control with respect to terms and conditions of coverage that are not described herein. Without limiting the generality of the foregoing, the Employer and the Union specifically agree that any disputes regarding eligibility for coverage or related to claim administration under the Heartland Fund will not be subject to the grievance and arbitration provisions of the Agreement and will be covered by the Heartland Fund’s written claim and appeal procedures.

Eligibility:

The Employer will, on an annual basis effective as of each subsequent January 1, obtain all data necessary to enroll or re-enroll employees and their dependents as participants eligible for coverage under the Heartland Fund. To remain enrolled as a participant eligible for Heartland Fund coverage, each employee who is currently enrolled, or who initially enrolls during the term of the Agreement, shall be subject to the Heartland Fund enrollment rules. Employees must make an affirmative election to enroll in the Heartland Fund during each annual enrollment period. Enrollment is for the entire plan of benefits (except Life Insurance, AD&D, and short term disability, will be offered too all eligible employees) under the Heartland Fund, and an employee’s failure to affirmatively elect to enroll in the Heartland Fund will result in such employee being ineligible for benefits under the Heartland Fund until the next Plan Year or until there has been a “qualifying life event” is provided under the Employer’s Code Section 125 plan document or the Heartland Fund. Notwithstanding anything in this Agreement to the contrary, to the extent that the Heartland Fund has an evergreen enrollment process in place for groups participating in the Heartland Fund, eligible employees covered by this Agreement will also participate in that evergreen enrollment process when enrolling for coverage in the Heartland Fund.

Plan One Coverage Continuing Eligibility:

Plan One Coverage Continuing Eligibility – Effective July 1, 2022 – Using a 52-week measurement period (as outlined in the measurement/stability period description below or as otherwise required under the Affordable Care Act), employees hired before July 1, 2022 must work an average of twenty five (25) hours a week for employee-only coverage, a minimum of thirty (30) hours a week for employee and dependent child(ren) coverage, and a minimum of thirty six (36) hours a week to become eligible for employee and spouse or spouse and dependent child(ren) coverage.

For enrollments based on the annual open enrollment process, Plan One eligibility occurs the first (1st) day of the calendar year. In no event can an employee not become initially eligible if hired with the expectation of working 30 hours or more in a week, and such employees will be eligible on the (1st) day of the month following sixty (60) days of employment.

Plan One Coverage Continuing Eligibility – On or after January 1, 2023 – Using a 52-week measurement period (as outlined in the measurement/stability period description below or as

otherwise required under the Affordable Care Act), employees must work an average of twenty seven (27) hours a week for employee-only coverage, a minimum of thirty (30) hours a week for employee and dependent child(ren) coverage, and a minimum of thirty six (36) hours a week to become eligible for employee and spouse or spouse and dependent child(ren) coverage. Eligibility shall be continued under the following conditions:

In case of illness or non-compensable injury, while on an approved leave of absence, up to six (6) months of eligibility following the month in which the illness or injury occurred will be recognized.

The Employer agrees to extend eligibility for qualifying employees on an approved Family and Medical Leave of absence, not to exceed twelve (12) weeks pursuant to the provisions of the Family and Medical Leave Act.

- a) The Employer agrees to extend coverage for eligible employees until the end of the month following cessation of active employment, including but not limited to termination of employment. This obligation shall not be required when employees are discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for themselves.
- b) Employees on approved medical, sick, or disability-related leave of absence are required to make weekly contributions to maintain eligibility.

Employee contributions that have been discontinued as provided above will be resumed on the first day of the month following a return to work on the Employer's active payroll after illness or injury. In order for eligibility to continue and claims related expenses to continue to be paid under the pass-through funding method, employees must be actively at work on the Employer's active payroll, or on an excused leave of absence, regardless of whether such employees are in an ACA stability period.

For enrolled employees who terminate, coverage ends on the last day of the month of the termination month.

Section 28.3 Cost Control Measures - The Heartland Fund Trustees may develop and extend to Employees medical and prescription management programs that targets high-risk participants with chronic diseases such as diabetes, asthma, and cardiovascular disease. Incentives to drive participation in the program are understood to be a key element to enhance quality health care.

There is recognition that incentives may take various forms and will likely evolve and change over time base on program experience with a goal of maximizing program effectiveness. The initial focus will be a thorough educational campaign in connection with program roll out. Such education will be reinforced by the Plan, the Union, and the Employer.

Section 28.4 National Health Care Reform - The Employer and the Union agree to meet and discuss, at the request of either party, the effects of the Patient Protection and Affordable Care Act (PPACA) and Federal regulations or any other legislation that may impact the Employer's or Heartland Fund's provision of health and welfare benefits during the term of this Agreement, and to make modifications to this Agreement as necessary and appropriate.

Section 28.5 Quarterly Meetings on Health and Welfare - The Employer and the Union agree to establish quarterly meetings to discuss issues or concerns about the health and welfare program. These meetings will include designated representatives from the Union and the Employer. Either party can include other representatives as is deemed necessary.

Dallas Meat/UFCW Local 540 and Heartland Fund		
Plan Name	Plan One	
EMPLOYEE ELIGIBILITY - January 1, 2023		
FT Eligibility (ACA definition)	30+ hours per week	
PT Eligibility	27 hours minimum	
Measurement Period / Stability Period	12 months/12 months	
Spouse and Dependent Child(ren)		
Spouse Coverage	36 + hours for spouse	
Dependent Child(ren) Coverage	30 + hours for Dep. Children	
MEDICAL PLAN DESIGN		
Plan Type	PPO	
	In Network	Out Of Network
Preventive Coverage	100%	Not Covered
Co-Insurance	In Network	Out Of Network
Predominant Co-Insurance (Plan share) July 1, 2022	80%	50%
Predominant Co-Insurance (Associate share) July 1, 2022	20%	50%
Annual Deductible: Single / Family January 1, 2023	\$650 / \$1,300	\$1,300 / \$2,600
Annual Deductible: Single / Family January 1, 2024	\$750 / \$1,500	\$1,500 / \$3,000
Out of Pocket Max: Single/Family 1/1/23	\$4,074/\$4,074	\$8,150/\$8,150
Out of Pocket Max: Single/Family 1/1/24	\$5,000/\$10,000	\$10,000/\$20,000
COE Coinsurance (Plan Share)	95%	N/A
COE Coinsurance (Associate Share)	5%	N/A
	100% of travel for 2 covered, deductible waived	
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE FEES	In Network	Out Of Network
Primary Care Office Visit Copay (per visit)	\$35.00	50% after deductible
Primary Care Office Visit Copay (per visit) eff 1/1/24	\$25 copayment	50% after deductible
Specialist Office Visit Copay (per visit)	20% + \$35 copayment	50% after deductible
Specialist Office Visit Copay (per visit)	20% + \$35 copayment	50% after deductible
Urgent Care Copay (per visit)	\$75.00	50% after deductible
Urgent Care Copay (per visit) eff 1/1/24	\$50.00	50% after deductible
TLC /Other Retail Convenience Clinic	\$15.00	50% after deductible
Emergency Room (per Visit)	\$300 Copay + Co-insurance	
Emergency Room (per Visit) eff 1/1/24	\$175 Copay + 20% co-insurance	
Coordination of Benefits	Standard	
Live Health Online	Yes	
Employee Assistance Program	EAP through Magellan	
Total Health Total You	Yes	
Mobile Health Consumer	Yes	
Steerage to Centers of Excellence (COE)	Yes	

Pharmacy/Prescription Drugs - KPP carveout	Rx Plan	
RX OOP Max eff 7/1/22	\$4,074/\$4,074	
RX OOP Max eff 1/1/23	\$4,074/\$4,074	
RX OOP Max eff 1/1/24	\$5,000/\$10,000	
Retail	30 Day Supply	
Retail Days Supply	<u>Minimum</u>	<u>Maximum</u>
Retail Generic Copay	Greater of \$10 or 10%	\$20.00
Retail Generic Copay eff 1/1/24	Greater of \$10 or 10%	\$25.00
Retail Brand Formulary Copay	Greater of \$20 or 20%	\$50.00
Retail Brand Formulary Copay eff 1/1/24	Greater of \$20 or 20%	\$75.00
Retail Brand Non Formulary Copay	Greater of \$35 or 30%	\$75.00
Retail Brand Non Formulary Copay eff 1/1/24	Greater of \$40 or 30%	\$100.00
Specialty Bio-Similar Copay	8%	\$100.00
Specialty Brand Formulary Copay eff 1/1/24	15%	\$150.00
Specialty Non Formulary Copay eff 1/1/24	25%	\$175.00

Mail		
Mail-Order Days Supply	90 Day Supply	
Mail-Order Generic Copay eff 1/1/24	Greater of \$25 or 10%	\$62.50
Mail-Order Brand Formulary Copay eff 1/1/24	Greater of \$50 or 20%	\$187.50
Mail-Order Brand Non Formulary Copay eff 1/1/24	Greater of \$100 or 30%	\$250.00
Mail-Order Specialty Copay	N/A	N/A
Retail 90 eff 1/1/24		
Mail-Order Generic Copay	Greater of 10% or \$27.50	\$68.75
Mail-Order Brand Formulary Copay	Greater of 20% or \$55.00	\$206.25
Mail-Order Brand Non Formulary Copay	Greater of 30% or \$110.00	\$275.00
Pharmacy Program Options		
Step Therapy	Yes	
Mandatory KPP Specialty Drug Program	Yes	
Quantity Limits	Yes	
Prior Authorizations	Yes	
	Plan One	
Weekly Contributions - effective January 1, 2024, thereafter on January 1	Includes medical, Rx, dental and vision	
Employee	\$7.00 (current) \$9.00 (2024) \$12.00 (2025) \$15.00 (2026)	
Employee + Spouse	\$37.00 (current) \$46.00 (2024) \$55.00 (2025) \$64.00 (2026)	
Employee + Child(ren)	\$13.00 (current) \$16.00 (2024) \$19.00 (2025) \$22.00 (2026)	
Employee + Spouse + Child(ren)	\$44.00 (current) \$55.00 (2024) \$66.00 (2025) \$77.00 (2026)	
Dental Benefit	Plan One	
Annual Deductible	\$100	
Preventive Coinsurance	100%	
Basic Coinsurance	80%	
Major Coinsurance eff 1/1/24	80%	
Annual Maximum Benefit	\$2,000	
Orthodontia Coverage	Children + Adults	
Orthodontia Coinsurance	50%	
Orthodontia Lifetime Maximum Benefit	\$1,500	
Vision Benefit		
Network	In Network	Out of Network
Exams (every 12 months) eff 1/1/24	\$0 copay	\$30 copay
Frames (every 24 months) 1/1/24	\$150 allowance	\$25 annual max
Lenses (every 12 months) eff 1/1/24	\$0	\$80
Contact Lenses (In Lieu of Lenses)	\$150 allowance	
Elective Disposable Lenses		
Non-Elective Contacts		
Income Replacement Plans	100% Employer Paid	
Basic Life and AD&D (tied to medical eligibility)		
Co. Paid Life Insurance/AD&D	Plan A	
Full Time Life Insurance (Equal amount for AD&D)	\$25,000	
Part Time Life Insurance (Equal amount for AD&D) eff 1/1/24	\$15,000	
Spouse Life Insurance	\$5,000	
Dependent Life Insurance	\$2,500	
Short Term Disability/Sick Pay (tied to medical eligibility)		
FT Elimination Period / Injury - Illness / Benefit Duration	7 days injury/ 7 days illness/ 26 weeks	
FT Maximum Benefit a Week	66 2/3% to \$350 weekly maximum	
PT Elimination Period / Injury - Illness / Benefit Duration	7 days injury/ 7 days illness/ 26 weeks	
Part Time Max Benefit eff 1/1/24	66 2/3% to \$250 weekly maximum	
Administrator - internal or vendor	MetLife	

ARTICLE 29.

PENSION

- A. Contributions to the Pension Fund shall be discontinued as of the first of the month immediately following:
 - 1. A layoff or leave of absence of thirty (30) calendar days or more, except as otherwise provided below;
 - 2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-four (24) hours or more per week for four (4) consecutive calendar weeks (96 hours).

- B. Contributions to the Pension Fund discontinued as set forth in Section DA. above, shall be resumed as of the first of the month following return from layoff or leave of absence.

- C. Contributions to the Pension Fund shall be continued under the following conditions:
 - 1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
 - 2. In case of illness, (2) months contribution following the month in which the illness occurs.
 - 3. In case of compensable injury, three (3) months contribution following the month in which the injury occurs.
 - 4. In case of pregnancy, two (2) months' contribution after the month in which the employee begins her pregnancy leave of absence.
 - 5. The Employer agrees to pay the contribution to the Pension Fund for eligible employees for one (1) month following termination of employment.

The first contributions under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

Kroger Dallas Division ("Kroger") and Local 540 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.

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.

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.

ARTICLE 30. **NO DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee on account of union activities or affiliation or because of race, sexual orientation, religion, color, creed, national origin, sex, age, disability, or veteran's status in accordance with existing law. Where the word "he" appears in this agreement, the parties agree that it applies to both "male and female" employees.

ARTICLE 31. **INDIVIDUAL RETIREMENT ACCOUNT (IRA)**

The Employer agrees to deduct from the wages of its employees those amounts designated by them and to forward such amounts deducted to a single individual retirement account, such account to be established. This deduction and establishment of this account to be no cost to the Employer other than the normal cost of payroll deduction.

ARTICLE 32. **SAFETY COMMITTEES**

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

The Union will be allowed to select up to one (1) representative to participate in a joint Safety Committee known as the STAR Safety Program to discuss safe working conditions within the store.

ARTICLE 33.

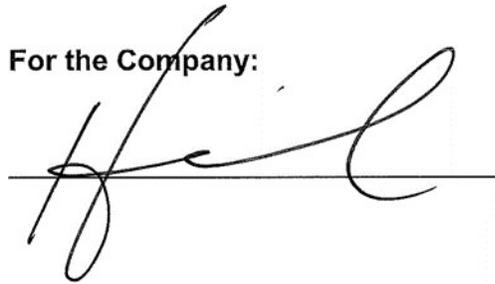
EXPIRATION

This Agreement shall remain in full force and effect from June 18, 2023 through June 20, 2027, and for a period of one year thereafter unless either the Company or the Union desires changes in this Agreement at its expiration date; in which event, on or before sixty (60) days prior to the expiration date of this Agreement, or one (1) year renewal date, written notice outlining the party changes desired shall be given by the party proposing the changes to the other party to this Agreement.

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

Signed this 25th day of October, 2023.

For the Company:

A handwritten signature in black ink, appearing to be 'H. C.', written over a horizontal line.

For the Union:

A handwritten signature in black ink, appearing to be 'Felipe Mendez', written over a horizontal line.

Schedule "A" Wages

SCHEDULE "A" WAGES LOCAL 540

	Effective 4/24/2022		6/18/2023	6/23/2024	6/22/2025	6/21/2026
Level 1		Steps				
Start	\$12.00	1st Step	\$14.25	\$14.75	\$15.25	\$15.70
6 month	\$12.25					
12 months	\$12.50	2nd Step	\$15.15	\$15.65	\$16.15	\$16.60
24 months	\$12.75					
36 months - PT Cap	\$13.45	3rd Step	\$16.35	\$16.85	\$17.35	\$17.80
Level 2		4th Step	\$17.60	\$18.10	\$18.55	\$18.95
Start	\$12.00					
6 month	\$12.25					
12 months	\$12.50					
24 months	\$12.75					
36 months	\$13.45					
48 months	\$14.25					
60 months	\$16.60					

*Apprentice role receive \$0.25 premium over clerk rate (Level 1 & 2 Rate) - current step rate; Subject to Article 9.14

***Part-Time Apprentices**

(Assigned after 4/3/2004)

Start	\$12.00
6 month	\$12.25
12 months	\$12.50
24 months	\$12.75
36 months - PT Cap	\$13.45

***Full-Time Apprentices**

(Assigned After 4/3/2004)

Start	\$12.00
6 month	\$12.25
12 months	\$12.50
24 months	\$12.75
36 months	\$13.45
48 months	\$14.25
60 months	\$16.60

*Employees that move to the 1st step of the scale will be subject to no less than a twelve (12) month waiting period before they can progress to the 2nd step. New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average twenty-six (26+) weekly hours over the company's standard twelve (12) month measurement period.

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

*Employees at the 3rd step have the ability to progress to the 4th step if they average thirty-seven (37+) weekly hours over the company's standard twelve (12) month measurement period.

*Employees at the 4th step (top rate) who fail to average thirty-seven (37+) weekly hours over the company's standard 12 month measurement period will fall back to the 3rd step in the pay scale, but have the ability to requalify for the Step 4 (top rate) if they average thirty-seven (37+) hours in a subsequent year.

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

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement

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

	Effective 4/24/2022		6/18/2023	6/23/2024	6/22/2025	6/21/2026
**Certified Meat Cutter	\$17.70	**Certified Meat Cutter	\$18.70	\$19.20	\$19.65	\$20.05

**Upon successfully passing the master certification assessment such apprentice shall be advanced to the position of Certified Meat cutter. Such assessment shall be completed within 30 days of the meat cutter completing their apprenticeship scale. The company retains the right to determine the appropriate number of certified meat cutters per location based upon

<u>Market Assistant</u>		<u>Market Assistant</u>				
Sales Volume 1 Under \$500k w/o RX Fuel	\$18.20	Sales Volume 1 Under \$500k w/o RX Fuel	\$19.20	\$19.70	\$20.15	\$20.55
Sales Volume 2 \$500k-\$750k w/o RX Fuel	\$18.30	Sales Volume 2 \$500k-\$750k w/o RX Fuel	\$19.30	\$19.80	\$20.25	\$20.65
Sales Volume 3 Over \$750k w/o RX Fuel	\$18.60	Sales Volume 3 Over \$750k w/o RX Fuel	\$19.60	\$20.10	\$20.55	\$20.95
Red-Circled (assigned prior to 11-8-98)	\$18.55	Red-Circled (assigned prior to 11-8-98)	\$19.55	\$20.05	\$20.50	\$20.90

***Only employees who have completed the Assistant Department Leader training will be considered for the Assistant Department position.

<u>Seafood Lead</u>		<u>Seafood Lead</u>				
Seafood Lead	\$17.20	Seafood Lead	\$18.20	\$18.70	\$19.15	\$19.55
Seafood Lead (assigned prior to 11-8-98)	\$17.55	Seafood Lead (assigned prior to 11-8-98)	\$18.55	\$19.05	\$19.50	\$19.90

<u>Meat Department Heads</u>		<u>Meat Department Heads- Leader</u>				
Sales Volume 1 Under \$500k w/o RX Fuel	\$23.18	Sales Volume 1 Under \$500k w/o RX Fuel	\$24.18	\$24.68	\$25.13	\$25.53
Sales Volume 2 \$500k-\$750k w/o RX Fuel	\$23.43	Sales Volume 2 \$500k-\$750k w/o RX Fuel	\$24.43	\$24.93	\$25.38	\$25.78
Sales Volume 3 Over \$750k w/o RX Fuel	\$23.68	Sales Volume 3 Over \$750k w/o RX Fuel	\$24.68	\$25.18	\$25.63	\$26.03

<u>Red-Circle</u>		<u>Red-Circle</u>				
Journeyman	\$20.90	Journeyman	\$21.90	\$22.40	\$22.85	\$23.25
Wrapper	\$18.80	Wrapper	\$19.80	\$20.30	\$20.75	\$21.15

Bargaining Note: The Company intends to reduce through attrition the total number of Assistant Market Managers to achieve an optimal staffing level in each market on Assistant Market Managers.

SCHEDULE "D" SENIORITY
MEAT SENIORITY AREA

<u>Seniority Area #</u>	<u>Locations</u>
Area #1	The counties of Dallas, Denton, Collin, Ellis, Kaufman, and Rockwall: 191, 209, 213, 402, 403, 429, 436, 448, 450, 456, 460, 461, 488, 492, 493, 495, 509, 511, 517, 518, 522, 526, 527, 528, 529, 540, 544, 545, 546, 547, 548, 557, 559, 560, 561, 563, 565, 567, 568, 570, 572, 573, 574, 575, 577, 578, 579, 580, 581, 585, 586, 587, 588, 589, 596, 598, 599, 689, 817, 870, 879, 893
Area #2	The counties of Tarrant, Parker, Hood, Johnson, and Brown: 224, 413, 415, 435, 439, 445, 451, 512, 516, 520, 521, 530, 532, 535, 536, 537, 538, 542, 543, 562, 576, 582, 584, 590, 591, 592, 594, 688, 695, 807, 844, 851, 917
Area #3	The counties of Grayson and Lamar: 824, 957
Area #4	The counties of Harrison, Gregg, Rusk, and Nacogdoches: 490, 566, 953, 959, 990

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

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



For the Company
10/25/2023

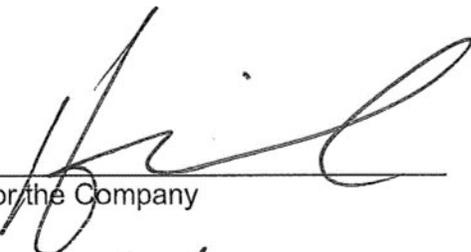


For the Union
10/25/2023

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

In reference to Article 9, Section 10, the parties agree to the following:

1. The Company agrees not to hire, for the term of this agreement, "Market Managers in excess" unless no qualified incumbent employee requests the job per Article 9, Section 10, Subsection B.
2. The Company agrees that no employee will receive a rate of pay which is in excess of the rates stated in Schedule A.
3. A newly hired employee is not eligible for promotion to Market Manager until they have completed their probationary period as defined in Article 9, Section 1 A this agreement unless no qualified incumbent employee request the position as per Article 9, Section 10, Subsection B.



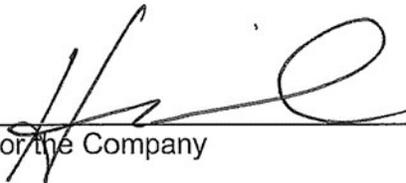
For the Company
10/25/2023



For the Union
10/25/2023

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

It is understood that the parties agree that all employees hired on or before September 15, 2008, will be guaranteed forty (40) hours of work at their new rate(s) for the life of the agreement.



For the Company

10/25/2023

Date



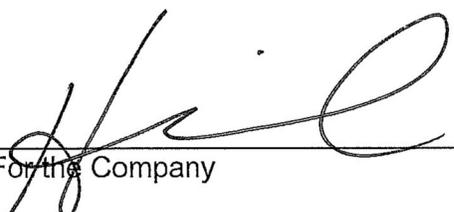
For the Union

10/25/2023

Date

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

Contribution to the trust fund shall be continued under the following conditions effective 1-1-08 for participants of Plan One: In the case of a compensable injury while on an approved leave of absence, six (6) months of healthcare coverage for full time (three (3) months of healthcare coverage for part time) following the month in which the compensable injury occurs.



For the Company

10/25/2023



For the Union

10/25/2023

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

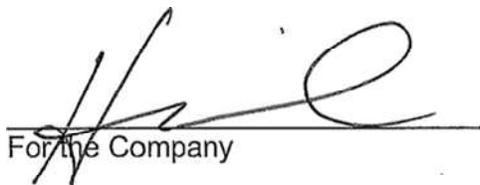
Joint Labor Management Committee

The Company and the Union agree that a joint labor management committee shall be established during the life of this agreement, individuals from both parties be designated by each party to the other, for the purpose of meeting from time to time (but no less than once each quarter), so as to discuss and attempt to resolve work-related issues, concerns, suggestions, ideas, etc., related to facility and to the work force, all to promote better understanding with each other and to work towards programs of continuous improvements in the service to the employees, customers and to the business in general.

Labor management meetings shall not be for the purpose of initiating or continuing collective bargaining, nor in any way to modify, add to or detract from the provisions of this agreement, and such meeting shall be exclusive of the grievance and arbitration proceedings in this agreement, as grievances shall not be considered proper subject at such meetings.

The members from the bargaining unit on any one committee shall be limited in number to no more than three (3).

Employees will be paid for the actual time spent in labor management meetings.



For the Company

10/25/2023

Date



For the Union

10/25/2023

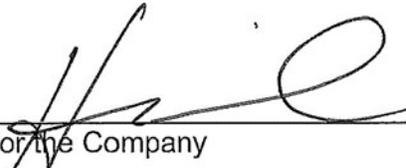
Date

LETTER OF UNDERSTANDING
Between
Kroger Texas L.P. Dallas Division
And UFCW Meat Local 540

Kroger Texas Occupational Injury and Disease Benefit Plan

The parties agree to meet once per quarter to continue discussions brought forth in bargaining regarding the Kroger Texas Occupational Injury and Disease Benefit Plan. Prior to any updating of the Plan, The Employer will give the Union the opportunity to submit recommendations for consideration

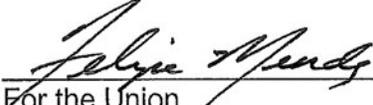
The meetings will be co-chaired by the Manager of Operations for the Kroger Texas L.P. Dallas Division and/or his designate and the President of UFCW Local 540 and /or his designate. It is understood that the parties may include other representatives as deemed necessary.



For the Company

10/25/2023

Date



For the Union

10/25/2023

Date