

**Memorandum of Agreement
Between Louisville Division of Kroger Limited Partnership I
And UFCW Local 227**

Kroger Limited Partnership 1 – Louisville Division and UFCW Local 227 are parties to a Collective Bargaining Agreement. The Parties have met and reached a memorandum of agreement for a successor Collective Bargaining Agreements. Such new Agreements shall contain the provisions of the expiring Collective Bargaining Agreement between the respective parties as modified. The terms and conditions of this document constitute the Company’s Last, Best Offer to Settle. These new Collective Bargaining Agreements shall have a term of Sunday following ratification through June 12, 2027. The attached documents and the current Collective Bargaining Agreements, as modified herein, represent the entire Agreement between the Parties.

If this Offer is not ratified on or before March 4, 2023, the terms and conditions contained within this Offer will be withdrawn by Kroger.

The parties reserve the right to correct any drafting errors or omissions in these Memorandum of Agreements.

The Union and the Employer’s Bargaining Committees fully agree to recommend and support the ratification of these Agreements.

Signed and agreed this 17th day of February, 2023

**For Kroger Limited Partnership 1 –
Louisville Division:**

For UFCW Local 227:



Peggy Prescott



Bob Blair



Alan Quinkert



Paul Whiteley

MEMORANDUM OF AGREEMENT FOR A NEW CONTRACT

BETWEEN

Kroger Limited Partnership 1 – Louisville Division

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION,

LOCAL NO. 227, chartered by the

UNITED AND FOOD COMMERCIAL WORKERS INTERNATIONAL UNION

February 17th, 2023

Current contract with the following changes:

1. **Article 1 – Intent and Purpose**

Modify:

There shall be no discrimination against employees or applicants for employment because of race, color, religion, national origin, ~~sex~~ gender, age, disability, sexual orientation, gender identity or union activity. The intent of the parties is that the application of the contract shall be applied equally and on a non - discriminatory basis regardless of gender.

2. **Article 4 – New Employees**

Modify:

~~A. The Employer agrees to consider past comparable experience and may reflect that experience in the appropriate wage progression. Experience credit shall be limited to comparable experience and a maximum of thirty six (36) months experience. The employee shall be placed on a contract rate.~~

~~In an effort to ensure consistency, the Store Manager shall approve all experience credits. District Manager or designee shall review all requests at the thirty six (36) month rate.~~

~~A request for experience credit should be made at the time of the new employee is hired.~~

~~Requests beyond thirty (30) days will be reviewed on a case by case basis by Human Resources and a Union official.~~

~~An employee who leaves the Employer and returns to work within two (2) years shall be returned to the appropriate full time or part time wage schedule. The employee shall be given credit for previous Kroger experience based on current wage progression.~~

- A. The Employer has the ability to consider comparable work experience credit as deemed necessary. All requests for work experience credit will approved by division Human Resources.

A Kroger retiree, after date of ratification (April 18, 2019), drawing a pension from the National Pension Fund, who returns to work within one hundred eighty (180) days of retirement, shall be returned to work at ~~the 72 month full time rate~~ step 3 for full time or ~~36 month part time rate~~ step 2 for part time of the appropriate wage scale, dependent upon status at retirement. A Retiree will be treated as a “New Hire” to the Company upon their return with regards to pension and health and welfare eligibility and contributions and all other benefits except for starting wages. Meat journeyman will return to work at ~~the 72 month full time rate (current top full time rate)~~ step 2 of the appropriate wage scale + \$1.00 premium.

3. **Article 11 – Schedules/Hours of Work**

Modify:

- A. The hours for each employee shall be scheduled by the Employer. The Employer shall post a work schedule for the following weeks by noon (12:00) Friday of the preceding week. ~~The Employer has the right to adjust the second week schedule to fit the needs of the business by noon (12:00) Friday prior to the second week.~~

- B. Any claims by employees about improper scheduling must be filed with store management within thirty (30) hours (6:00 p.m. Saturday) after the schedule is posted.

Employees shall have the right to review schedules and recaps.

The store manager shall not reduce part time hours from the schedule if a grievance is filed regarding claiming of hours. The manager has the right to correct a scheduling error without penalty if brought to ~~his~~ the manager's attention.

- D. Effective April 16, 2023, ~~a~~All work in excess of ~~eight (8) eight and a half hours (8.5)~~ hours per day or forty (40) hours per week shall be paid at time and one-half (1 1/2) the employee's straight-time hourly rate. For employees hired after date of ratification (April 10, 2015) all work in excess of forty (40) hours per week shall be paid at time and one half (1 1/2) the employees straight-time hourly rate. Overtime shall be paid on a weekly basis.

- G. Any employee promoted to full-time prior to September 27, 1987 who works more than two (2) nights per week past 6:00 p.m., shall be paid time and one-half (1 1/2) the employee's regular hourly rate for all work between 6:00 p.m. and 6:00 a.m. beginning with the third night worked in any week except that work between 6:00 p.m. and 6:30 p.m. shall be paid for at straight-time on any day when the store closes at 6:00 p.m. and such work shall not be counted as night work. This provision does not apply to employees on a regularly scheduled night ~~stocking~~ operation.

Effective January 6, 1991, any employee promoted to full-time between September 27, 1987, and December 16, 1990, who works more than three (3) nights per week past 6:00 p.m., shall be paid time and one-half (1 1/2) the employee's regular hourly rate for all work between 6:00 p.m. and 6:00 a.m. beginning with the fourth night worked in any week. This provision does not apply to employees on a regularly scheduled night ~~stocking~~ operation.

4. Article 12 – Sunday & Holiday Provisions

Remove:

~~E. Each January 1, May 1, and September 1, a list shall be posted in each store for full and part time Sunday and holiday work. Interested employees shall sign the sheet and be rotated. If an employee "passes" twice in a period, the employee is eliminated from the list for that period. Two (2) copies of the list shall be posted for each store and, when completed, shall be initialed by the store manager and shop steward. Full time employees indicating a continuing preference for Sunday and holiday work shall be rotated by seniority within the classification and job assignment. If there are insufficient volunteers, inverse seniority shall be applied to qualified employees to cover the work. The above shall be applicable to employees hired prior to September 27, 1987. The rotation of Sunday and holiday work as it is presently applied for the above employees shall not be altered.~~

6. Article 15 – Promotions

Modify:

- C. Part-time to Full-time: Employees shall be reclassified to full-time under the terms and conditions of the current CBA. Upon averaging thirty-six (36) hours or more per week over the Employer's 52-week standard measurement period or as described below in articles; C-1, C-2, ~~C-3~~.

Employee's will be classified as part time if an employee averages less than thirty-six (36) hour or less or as described below in articles; C-1, C-2, ~~C-3~~.

~~C-3. Transition to 12-month measurement periods and new hourly requirements: The Employer will use the current forty (40) hours average worked over a twelve (12) week period to determine full-time status. This special measurement period will stay in place from ratification through October 5, 2019 to determine an employee's status beginning on January 1, 2020 through December 31, 2020. After the October 5, 2019 date, this special measurement period will no longer be used and articles C-1 and C-2 will be used to determine an employee's status moving forward.~~

~~C-5. Any employee that is Full-Time Status 1 as of October 5, 2019 will maintain Full-Time Status 1 from January 1, 2020 through December 31, 2020. Effective January 1, 2021 an employee's Status will be determined by the Company's Standard Measurement period from the twelve-month look-back.~~

7. **Article 17 – Leave of Absence – Non-Work Related**

Modify:

- A. A leave of absence because of sickness or non-work-related injury, not to exceed ninety (90) days, shall be granted to an employee upon written request, supported by medical evidence. Extensions shall be granted up to ninety (90) days at a time up to 1 year, if requested in writing and supported by proper medical evidence prior to each expiration. However, it is understood that a leave may be extended beyond one (1) year upon mutual agreement with proper documentation. but in no case shall the leave exceed two (2) years in duration.
- C. An employee may, upon approved written application, to Human Resources to the Employer's Human Resources Director, be granted a personal leave of absence, except for the purpose of seeking employment, without pay of up to ninety (90) days

8. **Article 18 – On the Job Injury**

Modify:

- A. A leave of absence because of work related sickness or injury shall not exceed ~~three (3) years~~ one (1) year in duration for seniority purposes. However, it is understood that a leave may be extended beyond one (1) year upon mutual agreement with proper documentation.

Time lost due to injury on the job shall not affect an employee's wage progression. If an employee is in the twelve (12) ~~week-month~~ full-time qualification period and is injured on-the-job, additional weeks needed shall begin with the employee's return to work, provided full-time hours are necessary.

Article 20 – Death in Family

Modify:

- A. In the event of a death in a full-time employee's immediate family, the following shall apply:

A-1. Regular pay for time off through the day after the funeral, but not to exceed three (3) scheduled working days, provided such pay does not exceed the equivalent of forty (40) hours of pay at straight-time rate.

A-2. The immediate family consists of spouse, domestic partner, parents (step), brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, children (step), son-in-law, and daughter-in-law of the employee or any relative living in the home of the family or with whom the employee is living. In the case of a death of an employee's brother-in-law or sister-in-law (either spouses of the employee's sister and brother or the employee's spouse's sister or brother) the employee shall be allowed one (1) day off with pay ~~to attend the funeral.~~

~~A-3. An employee must attend the funeral to qualify for pay as outlined in this section.~~

B. In the event of a death in a part-time employee's immediate family, the following shall apply:

B-1. Part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be paid straight-time pay for scheduled hours off through the day after the funeral but not to exceed three (3) scheduled workdays, for immediate family as defined in B-2. Part-time employees may request three (3) days off without pay to coincide with a death of domestic partner, employee's brother or sister in law, son-in-law, daughter-in-law or any relative living in the home of the family or with whom the employee is living.

~~B-2. The immediate family consists of spouse, parent (step), grandparents, children (step), grandchildren, mother in law, father in law, sister and brother of the employee. The immediate family consists of spouse, domestic partner, parents (step), brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, children (step), son-in-law, and daughter-in-law of the employee or any relative living in the home of the family or with whom the employee is living. In the case of a death of an employee's brother-in-law or sister-in-law (either spouses of the employee's sister and brother or the employee's spouse's sister or brother) the employee shall be allowed one (1) day off with pay.~~

~~B-3. The employee must attend the funeral in order to qualify for pay as outlined in this section.~~

9. Article 25 – Sales People Stocking

Modify/Add:

B. It is further understood that the rotation of merchandise, replacing damages or outdated merchandise, the merchandising of shippers to the shelf, ability to construct displays, or taking inventory shall not be considered stocking.

E. The Employer may utilize any vendor ~~stocking services assistance~~ available to the trade.

G. The Employer may utilize outside floor care services and may utilize outside services for thorough cleaning of restrooms, break room and other store areas.

10. **Article 26 – Health and Welfare**

Plan design changes:

Plan A - No changes through the term of the agreement

Plan B: No changes through 2024. Modify Plan B Out of Pocket Max effective 1/1/2025:

Wellness and Biometric Screening	Plan B	
2024 Out of Pocket Max: Single/Family	\$6,250 / \$12,500	\$12,500 / \$25,000
2025 Out of Pocket Max: Single/Family	\$6,500 / \$13,000	\$12,000 / \$24,000

Participation Agreement

~~The Employer shall participate in and contribute to the Louisville 227 Health and Wellness Fund and agrees to be bound by the terms and conditions of the Health Fund’s Trust Agreement, as amended, and the actions taken pursuant to such provisions as long as the Employer has appropriate representation on the board of trustees. Kroger and the Union expect, anticipate, and understand that Kroger Employees participating in the Louisville 227 Fund will transfer to the Heartland Health and Wellness fund. Kroger and Local 227 agree to take the necessary and reasonable steps to support this transfer by June 30, 2020. The Employer shall contribute to the Heartland Health and Wellness Fund, continuing to use the pass-through method of funding implemented by January 1, 2020 (further described in Section A). The Employer will adopt and agree to be bound by the terms and conditions of the Heartland Health and Wellness Fund as long as the Employer and Union have appropriate representation on the board of trustees. The Employer shall execute the normal form of Participation Agreement concerning participation under either health fund. The Employer shall continue to participate in and contribute to the Heartland Health and Wellness Fund and agrees to be bound by the terms and conditions of the Health Fund’s trust agreement, as amended, and the actions taken pursuant to such provisions as long as the Employer and Union have appropriate representation on the board of trustees.~~

Section A. Employer and Employee Contributions

The required employee contributions for full-time and part-time employees who qualify for health care benefits in effect as of the date of this agreement shall continue as amended and adopted by the trustees. Effective with the start of the weekly payroll period correlating with January 1st of each year, the following rates will be deducted by payroll for enrolled employees.

Calendar Year 2023 (Same as 2022)	PLAN A		PLAN B	
Full Time / 49 Months in Plan at Ratification / Hired Before 8.30.12	With Health Screening	Without Health Screening	With Health Screening	Without Health Screening
Employee Only	\$13.50	\$17.55	\$10.00	\$13.00
Employee + Spouse	\$27.50	\$35.75	\$22.50	\$29.25
Employee + Child(ren)	\$22.50	\$29.25	\$17.50	\$22.75
Employee + Family	\$30.00	\$39.00	\$25.00	\$32.50
Full Time / 49 Months in Plan at Ratification / Hired On or After 8.30.12	With Health Screening	Without Health Screening	With Health Screening	Without Health Screening
Employee Only	\$13.50	\$17.55	\$10.00	\$13.00
Employee + Spouse	\$37.50	\$48.75	\$32.50	\$42.25
Employee + Child(ren)	\$32.50	\$42.25	\$27.50	\$35.75
Employee + Family	\$40.00	\$52.00	\$35.00	\$45.50

Calendar Year 2023 (Same as 2022)	PLAN A		PLAN B	
Non-Grandfathered Groups: Includes FT with less than 49 months in plan as of ratification / All PT / All New Hires	With Health Screening		Without Health Screening	
Employee Only	\$18.50	\$24.05	With Health Screening	Without Health Screening
Employee + Spouse	\$65.00	\$84.50	\$15.00	\$19.50
Employee + Child(ren) *Full Time	\$40.00	\$52.00	\$55.00	\$71.50
Employee + Family	\$80.00	\$104.00	\$32.50	\$42.25
Employee + Child(ren) *Part Time	N/A	N/A	\$67.50	\$87.75
Ancillary	\$5.00	\$5.00	\$50.00	\$65.00
Monthly Spousal Surcharge	\$250		\$250	

Calendar Year 2024	PLAN A		PLAN B	
FT with 49+ Months In Plan (All Dates of Hire)	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$15.50	\$21.70	\$12.00	\$16.80
Employee + Spouse	\$31.50	\$44.10	\$26.50	\$37.10
Employee + Child(ren)	\$26.50	\$37.10	\$21.50	\$30.10
Employee + Family	\$36.00	\$50.40	\$31.00	\$43.40
Ancillary Only	\$6.00		\$6.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	
FT with Less than 49 Months In Plan / All PT / All New Hires	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$18.50	\$25.90	\$15.00	\$21.00
Employee + Spouse	\$65.00	\$91.00	\$55.00	\$77.00
Employee + Child(ren)	\$40.00	\$56.00	\$32.50	\$45.50
Employee + Family	\$80.00	\$112.00	\$67.50	\$94.50
Ancillary Only	\$6.00		\$6.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	

Calendar Year 2025	PLAN A		PLAN B	
FT with 49+ Months In Plan (All Dates of Hire)	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$17.50	\$24.50	\$14.00	\$19.60
Employee + Spouse	\$35.50	\$49.70	\$30.50	\$42.70
Employee + Child(ren)	\$30.50	\$42.70	\$25.50	\$35.70
Employee + Family	\$42.00	\$58.80	\$37.00	\$51.80
Ancillary Only	\$7.00		\$7.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	

Calendar Year 2025	PLAN A		PLAN B	
FT with Less than 49 Months In Plan / All PT / All New Hires	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$18.50	\$25.90	\$15.00	\$21.00
Employee + Spouse	\$65.00	\$91.00	\$55.00	\$77.00
Employee + Child(ren)	\$40.00	\$56.00	\$32.50	\$45.50
Employee + Family	\$80.00	\$112.00	\$67.50	\$94.50
Ancillary Only	\$7.00		\$7.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	

Calendar Year 2026	PLAN A		PLAN B	
FT with 49+ Months In Plan (All Dates of Hire)	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$19.50	\$27.30	\$16.00	\$22.40
Employee + Spouse	\$39.50	\$55.30	\$34.50	\$48.30
Employee + Child(ren)	\$34.50	\$48.30	\$29.50	\$41.30
Employee + Family	\$48.00	\$67.20	\$43.00	\$60.20
Ancillary Only	\$8.00		\$8.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	

Calendar Year 2026	PLAN A		PLAN B	
FT with Less than 49 Months In Plan / All PT / All New Hires	With health screening	Without Health Screening	With health screening	Without Health Screening
Employee	\$19.50	\$27.30	\$16.00	\$22.40
Employee + Spouse	\$65.00	\$91.00	\$55.00	\$77.00
Employee + Child(ren)	\$40.00	\$56.00	\$32.50	\$45.50
Employee + Family	\$80.00	\$112.00	\$67.50	\$94.50
Ancillary Only	\$8.00		\$8.00	
Monthly Spousal Surcharge	\$250.00		\$250.00	

Employer Contributions/Funding

~~Effective no later than January 1, 2020 and through the duration of the participation in the UFCW Local 227 Health and Welfare Fund, Kroger will begin making contributions under a pass-through methodology. Kroger will continue making contributions using the same pass-through method to fund benefits for Local 227 members upon completion of the merger with the Heartland Health and Wellness Fund. Kroger will continue making contributions to the Heartland Health and Wellness Fund using the passthrough methodology.~~

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 groups approved by the board of trustees. These costs will include dental, vision, medical, life insurance, sick pay, and wellness expenses. Beginning in 2021 the annual PEPM cost shall not increase by more than 8.00%. If PEPM claim costs increase by more than 8.00%, the trustees are required to make changes to the plan the following year that are equal to the amount that exceeded the 8.00% ceiling. This measurement will be done using the 12 months ending on July 31 each year. This information will be presented to the trustees no later than September 15 so that appropriate steps can become effective on January 1.

For example:

~~2020-2022~~ PEPM cost = \$800

~~2021-2023~~ PEPM cost = \$875

~~2021-2023~~ Max PEPM cost with 8% = \$864

Trustees must reduce employer cost PEPM by \$11 PEPM. Trustees could increase employee contributions by \$2.54 per week in ~~2022~~2024.

11. **Article 27 – Pension**

Remove current and replace with:

Kroger Louisville Division (“Kroger”) and Local 227 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 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 Meat and Seafood 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 be bound by the Agreement and Declaration of Trust of the VAPP and to provide to the Board of Trustees of the VAPP or its designee all information with respect to 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.

12. **Article 30 – Marketplace**

Delete article 30 and modify Article 25: Sales People Stocking:

~~As of March 30, 2008, it is understood and agreed by the above parties that whenever the Employer opens and operates what will be known as a “Marketplace” store, with a minimum square footage of 100,000 square feet, (the Employer and Union will discuss the applicability of the Marketplace Store Letter of Understanding for a store less than 100,000 sq. ft. if the need should arise because of real estate location) all such stores shall be covered by the current Collective Bargaining Agreement with the following exceptions only:~~

~~Article 25:~~

~~The Employer may utilize any vendor services available to the trade in the Drug GM and Home departments.~~

~~The Employer may utilize outside floor care services and may utilize outside services for thorough cleaning of restrooms, break room and other store areas.~~

~~The Employer may utilize an outside service for the assembly and delivery of Drug GM merchandise.~~

~~In Marketplace stores, store management has the ability to construct displays.~~

~~Schedule "B" Wages:~~

~~With respect to classified positions, the Employer will staff with contract minimums and discuss future "non traditional" classified positions as the stores progress, pursuant to Article 29.~~

~~Approximately six (6) months in advance of a Marketplace opening, which replaces a traditional store, the Employer agrees to meet and discuss job criteria, standards, and expectations with the Union and the traditional classified employees. Classified employees electing to move must commit to twenty four (24) months in their respective positions in the Marketplace this time frame can be adjusted by mutual agreement. The Employer will post positions of those not electing to move and they will be given priority in the next available like positions until the Marketplace opens.~~

~~In the event of a net new Marketplace, the traditional Department Leader, Assistant Department Leader, and Lead positions will be posted approximately six (6) months in advance. The process above will be used with the interested candidates.~~

13. **Article 31 – Expiration**

Modify:

This Agreement shall continue in effect from ~~April 13, 2019~~ the Sunday following ratification through ~~August 10, 2023~~ June 12, 2027 and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or any changes in the terms of this Agreement.

14. **Wages: See Attachment A**

Assistant Department Leader & Coordinator

Modify:

~~Employees promoted to Assistant Department Leader or Coordinator positions shall receive an additional seventy five cents (.75) premium on all hours worked. When qualification criteria have been met, the Assistant/Coordinator shall be promoted to the Qualified Assistant Department Leader/Qualified Coordinator rate. When qualification criteria have been met by Assistant Department Leaders/Coordinators promoted to full time prior to 12/11/83 or hired prior to 11/19/77 and promoted to full time after 09/26/87, the employee will receive an additional twenty five cents (.25) per hour. (For a total of \$1.00 per hour.)~~

~~Lead Clerks—Lead Clerks shall have seventy five cents (.75) premium added to the employee's appropriate clerk rate. Lead Clerks that successfully post on an Assistant Department Leader position will retain the seventy five cents (.75) / hour premium. When qualification criteria have been met by Frozen, Scan, or Dairy coordinators promoted to full time prior to 12/11/83 or hired prior to 11/19/77 and promoted to full time after 09/26/87, the employee will receive an additional twenty five cents (.25) per hour. (For a total of \$1.00 per hour premium.)~~

Effective April 16, 2023, all current and future named Assistant Department Leaders, Coordinators and Lead Clerks will be placed at the respective Qualified rate of pay and given 12 months to complete the qualification process. Associates who do not become qualified within that timeframe will be reassigned and placed on the appropriate clerk scale.

Specialist

Modify:

Postings for Deli/Bakery, Grocery, Front End and Meat Specialist positions are at the discretion of the Employer and will reflect training stores and first assignment, which are subject to change by the Employer. The training period is up to ninety (90) days and can be shortened at the Employer's discretion. Upon successful criteria completion, the Employer will assign the specialist. Existing Specialists cannot bid on future Specialist openings but can transfer per Article 16E. Full time seniority date is the close of posting.

~~Part time Specialists will go to the part time cap upon criteria completion. Full time Specialists will move to the forty eight (48) month progression upon criteria completion. Specialist will have receive twenty-five cents (.25) / hour premium in addition to the base clerk rate upon entering the role. Clerks that do not complete the criteria will return to previous status.~~

Cake Coordinators / DSD Coordinators / Ecommerce Leads

Postings for Cake Coordinators, DSD Coordinators and Ecommerce Leads are at the discretion of the Employer. These positions will be paid the appropriate contractual rate of pay.

New Position: Qualified Fuel Coordinator

Effective April 16, 2023, all current and future named Fuel Leads will be placed at the respective Qualified rate of pay.

Courtesy Clerks

Modify:

B. The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and returnable containers; returns shopping carts to the store; fills bag racks; performs general housekeeping duties (general housekeeping duties refers to all cleaning duties in departments: examples are mopping, sweeping, dusting, case cleaning, including use of floor care equipment, and general housekeeping like cardboard baling, shelf conditioning and cleaning – including the removal and restock of product as needed to perform cleaning activities); returns rejected merchandise to shelf or case; checks prices against shelf or case prices; assemble seasonal merchandise (assembly of seasonal merchandise refers to items like grills / swings and includes outdoor

plants, Christmas trees. It does not mean stocking regular shelf items such as Health and Beauty Aids), secures change from office; removes outdated BIBB tags, does store decorating, performs non-perishable date checks, and transporting merchandise to the fuel kiosk. Courtesy Clerks are not allowed to stock regular merchandise.

Part Time Cap

Eliminate part time cap from clerk wage scale

Night Premium ~~(excluding stores 900 and 903)~~

Modify:

~~Effective, June 8, 2008, clerks shall receive a fifty (50) cents night premium for all hours worked between 10:00 PM and 6:00 AM. Effective 90 days after ratification, clerks shall receive a seventy five (75) cent night premium for all hours worked on a shift if the majority of the shift falls between 9:00 PM and 6:00 AM, or on all hours worked for a shift if the shift commences between the hours of 9:00 PM and 1:00 AM.~~

~~Effective 8/2/2020, the premium will increase to a \$1.00 night premium for all hours worked on a shift if the majority of the shift falls between 9:00 PM and 6:00 AM, or on all hours worked for a shift if the shift commences between the hours of 9:00 PM and 1:00 AM.~~

Effective 8/29/2021, the premium will increase to a \$2.00 night premium for all hours worked on a shift if the majority of the shift falls between 9:00 PM and 6:00 AM, or on all hours worked for a shift if the shift commences between the hours of 9:00 PM and 1:00 AM. This applies to Wage Zone 1 ONLY. Wage Zone 2 shall remain at \$1.00.

Effective the Sunday ninety (90) days after [DOR], the premium will increase to a \$2.00 night premium for all hours worked on a shift if the majority of the shift falls between 9:00 PM and 6:00 AM, or on all hours worked for a shift if the shift commences between the hours of 9:00 PM and 1:00 AM. This applies to Wage Zone 2 and Country Stores.

It is understood, should an employee receive a one and one-half (1-1/2) premium rate of pay during these hours, that employee shall not receive the night premium in addition.

14. Letter of Agreement

Modify/Remove/Add:

1. Article 15 - Promotions paragraph A & B (2) The parties agree to the following system to fulfill the Employer's obligation to promptly notify the union, as per Paragraph A & B (2) of Article 15.
 - ~~Employer shall post Department Leaders, Assistant Department Leader and Lead Clerk vacancies as open jobs only. and shall post such jobs for five (5) days via the Intranet Posting System.~~
 - ~~Employees shall have 5 days to request that position by using the Intranet Posting System.~~ The jobs will be posted each week by Friday at 3pm-3 p.m. and expire the following Tuesday night.
 - ~~Once the job is awarded it shall not be re-posted.~~

- After receipt of that notification, any employee who originally filed for the job may grieve, within seven (7) days of the notice, if the employee feels that Article 15 has been violated.
2. The Employer may elect to provide hiring/retention incentives to employees in an area or store.
~~–This may include cash bonuses, tuition credits or other such programs. Based on market conditions and the needs of the business the Company reserves the right to adjust starting wages in individual stores, not to exceed the part-time cap. The Employer shall involve the Union in the programs established.~~
 - ~~6. The Bargaining Parties may upon mutual agreement review any AUCR changes to reduce the Employer contributions and/or change a Supplemental Pension Contribution (SPC) allocation.~~
 - ~~7. If the Employer/Employee contributions create a “Trust Fund Reserve” in excess of the Fund’s “Reserve Policy”, the Trustees may provide for the Employer/Employee to receive a Pro-Rated credit against future contributions, on a semi-annual basis in January and July of each year.~~
 - ~~8. Part-time weekly contribution rates are at minimum and will be determined by the Trustees. This will be part-time employee only coverage and is pending guidance and regulations as a result of PPACA.~~
 - ~~9. Courtesy Clerk: General housekeeping duties for Courtesy Clerks refers to all cleaning duties in departments: examples are mopping, sweeping, dusting, case cleaning, concrete floor polishing, and general housekeeping like cardboard baling, shelf conditioning and cleaning— including the removal and restock of product as needed to perform cleaning activities.

 - a. ~~Assembly of seasonal merchandise refers to items like grills / swings and includes outdoor plants, Christmas trees. It does not mean stocking regular shelf items such as Health and Beauty Aids.~~~~

15. **Emergency Provision**

Add:

During a pandemic or similar public health emergency, the company and union will meet to discuss employee safety issues that arise during the crisis.

16. **Contract Drafting**

Add:

Any language relating to current proposals will be modified and updated accordingly during the drafting of the contract consistent with the intent of the MOU.

17. **Contract Drafting**

Add:

Articles in the final Agreement may be reordered and numbered as needed.

Attachment A: Louisville 227 - Classified Roles - Wage Zone 1 and Wage Zone 2

Total Store Sales Excluding Fuel Only	
\$0 - \$500,000 -- (A)	
\$500,001 - \$650,000 -- (B)	
\$650,001 - \$800,000 -- (C)	
\$800,001 - \$1,000,000 -- (D)	
\$1,000,001 - \$1,250,000 -- (E)	
\$1,250,001 plus -- (F)	

Premium Scales: \$0.75
Unqualified ADL
Unqualified Coordinators
Unqualified Leads
Fuel Leads

Qualified Pay Rates
Effective April 16, 2023, all current and future named Assistant Department Leaders, Coordinators and Lead Clerks will be placed at the respective Qualified rate of pay and given 12 months to complete the qualification process. Associates who do not become qualified within that timeframe will be reassigned and placed on the appropriate clerk scale.

Night Premium	
Wage Zone 1	\$2.00
Wage Zone 2 / Country	\$1.00 \$2.00
Effective the Sunday 90 Days post Ratification	

Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery, Drug/GM)		Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery, Drug/GM)				
	As of 10/02/2022	4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A	\$21.55	\$22.55	\$23.05	\$23.55	\$24.05	
B	\$21.70	\$22.70	\$23.20	\$23.70	\$24.20	
C	\$21.90	\$22.90	\$23.40	\$23.90	\$24.40	
D	\$22.10	\$23.10	\$23.60	\$24.10	\$24.60	
E	\$22.35	\$23.35	\$23.85	\$24.35	\$24.85	
F	\$22.60	\$23.60	\$24.10	\$24.60	\$25.10	
Store 356		Store 356, 379, 707, 758, 777, 779				
F	\$25.60	F + 3	\$26.60	\$27.10	\$27.60	\$28.10
Stores 379, 758, 777						
F	\$24.60					
Store 779						
F	\$24.00					
Store 707						
E	\$24.35					
Stores 360, 389, 743		Store 360, 389, 739, 743				
E	\$24.35	E + 2	\$25.35	\$25.85	\$26.35	\$26.85
Store 739						
D	\$24.10					
Store 764		Store 764				
D	\$24.10	D + 2	\$25.10	\$25.60	\$26.10	\$26.60
Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery) - Country Store 411		Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery) - Country Store 411				
	\$20.80	C	\$22.90	\$23.40	\$23.90	\$24.40
Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery) - Country Store 916		Department Leaders (Front End, Produce, Deli/Bakery, Meat, Grocery) - Country Store 916				
	\$20.80	B	\$22.70	\$23.20	\$23.70	\$24.20
Head Meat Cutters (Red Circled. Closed Group)		Head Meat Cutters (Red Circled. Closed Group)				
A	\$22.05	A	\$23.05	\$23.55	\$24.05	\$24.55
B	\$22.20	B	\$23.20	\$23.70	\$24.20	\$24.70
C	\$22.40	C	\$23.40	\$23.90	\$24.40	\$24.90
D	\$22.60	D	\$23.60	\$24.10	\$24.60	\$25.10
E	\$22.85	E	\$23.85	\$24.35	\$24.85	\$25.35
F	\$23.10	F	\$24.10	\$24.60	\$25.10	\$25.60
Existing Dairy Department Leaders (Red Circled. Closed Group)		Existing Dairy Department Leaders (Red Circled. Closed Group)				
	\$21.25	Payrate	\$22.25	\$22.75	\$23.25	\$23.75

Qualified Assistant Department Leaders & Qualified Scan Coordinators			Qualified Assistant Department Leaders & Qualified Scan Coordinators				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A	\$18.20	→	\$19.20	\$19.70	\$20.20	\$20.70	
B	\$18.35	→	\$19.35	\$19.85	\$20.35	\$20.85	
C	\$18.55	→	\$19.55	\$20.05	\$20.55	\$21.05	
D	\$18.75	→	\$19.75	\$20.25	\$20.75	\$21.25	
E	\$19.00	→	\$20.00	\$20.50	\$21.00	\$21.50	
F	\$19.25	→	\$20.25	\$20.75	\$21.25	\$21.75	

Qualified Assistant Department Leaders - Country Stores 411,916			Qualified Assistant Department Leaders - Country Stores 411,916				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Store 916	\$17.80	→	\$19.35	\$19.85	\$20.35	\$20.85	
Store 411	\$17.80	→	\$19.55	\$20.05	\$20.55	\$21.05	

Qualified Dairy Coordinators			Qualified Dairy Coordinators				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A	\$18.90	→	\$19.90	\$20.40	\$20.90	\$21.40	
B	\$19.30	→	\$20.30	\$20.80	\$21.30	\$21.80	
C	\$19.65	→	\$20.65	\$21.15	\$21.65	\$22.15	
D	\$20.00	→	\$21.00	\$21.50	\$22.00	\$22.50	
E	\$20.40	→	\$21.40	\$21.90	\$22.40	\$22.90	
F	\$20.65	→	\$21.65	\$22.15	\$22.65	\$23.15	

Qualified Coordinators (Frozen Food, Starbucks, Wine & Spirits)			Qualified Coordinators (Frozen Food, Starbucks, Wine & Spirits)				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A	\$18.10	→	\$19.10	\$19.60	\$20.10	\$20.60	
B	\$18.25	→	\$19.25	\$19.75	\$20.25	\$20.75	
C	\$18.45	→	\$19.45	\$19.95	\$20.45	\$20.95	
D	\$18.65	→	\$19.65	\$20.15	\$20.65	\$21.15	
E	\$18.90	→	\$19.90	\$20.40	\$20.90	\$21.40	
F	\$19.15	→	\$20.15	\$20.65	\$21.15	\$21.65	

Qualified DSD Receivers & Cake Decorators - Where Appointed			Qualified DSD Receivers & Cake Decorators - Where Appointed				
	Future Position		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A		→	\$19.10	\$19.60	\$20.10	\$20.60	
B		→	\$19.25	\$19.75	\$20.25	\$20.75	
C		→	\$19.45	\$19.95	\$20.45	\$20.95	
D		→	\$19.65	\$20.15	\$20.65	\$21.15	
E		→	\$19.90	\$20.40	\$20.90	\$21.40	
F		→	\$20.15	\$20.65	\$21.15	\$21.65	

Qualified Fuel Coordinators (all sites) - New Position			Qualified Fuel Coordinators (all sites)				
	Future Position		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
A		→	\$18.85	\$19.35	\$19.85	\$20.35	

Murray's Cheese Master			Murray's Cheese Master				
	Progression	As of 10/02/2022	4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Payrate		\$17.40	\$18.40	\$18.90	\$19.40	\$19.90	

Store and Catering Chefs / Murray's Cheese Master (In Role As of 4/18/19. Closed Group)			Store and Catering Chefs / Murray's Cheese Master (In Role As of 4/18/19. Closed Group)				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Payrate	\$20.45	→	\$21.45	\$21.95	\$22.45	\$22.95	

Journeyman (Red Circled. Closed Group)			Journeyman (Red Circled. Closed Group)				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Payrate	\$20.00	→	\$21.00	\$21.50	\$22.00	\$22.50	

FT Lead Clerks and FT Clerks (Red Circled. Closed Group)			FT Lead Clerks and FT Clerks (Red Circled. Closed Group)				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Payrate	\$18.77	→	\$19.77	\$20.27	\$20.77	\$21.27	

*Promoted to FT prior to 12/11/83 or hired prior to 11/19/77 & promoted FT after 9/26/87

PT Clerks (Red Circled. Closed Group)			PT Clerks (Red Circled. Closed Group)				
	As of 10/02/2022		4/16/2023	6/2/2024	6/1/2025	6/7/2026	
Payrate	\$15.37	→	\$16.37	\$16.87	\$17.37	\$17.87	

*Hired between 1/3/78 and 5/31/80

Louisville 227 - Main Contract (Wage Zone 1)

186, 224, 292, 309, 327, 332, 339, 346, 347, 350, 352, 356, 359, 360, 361, 362, 363, 366, 368, 371, 376, 379, 387, 389, 394, 396, 397, 400, 402, 407, 408, 705, 707, 708, 710, 712, 713, 717, 721, 728, 729, 733, 737, 739, 743, 744, 752, 753, 758, 762, 763, 764, 766, 767, 768, 774, 776, 777, 779, 780, 784, 785, 903, 913

Clerks		As of 10/02/2022
Progression		
Start		\$12.50
After 12 Months		\$13.00
After 24 Months		\$13.50
*After 36 Months		\$14.00
After 48 Months		\$14.50
After 60 Months		\$15.00
After 72 Months		\$16.65

Clerks				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$14.75	\$15.20	\$15.65	\$16.10
Step 2	\$16.05	\$16.55	\$17.00	\$17.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

*Current Part Time Cap & Exp. Credit Cap

Note: When an employee qualifies for full time status, the part time cap will no longer apply. Employees will need to progress through each step of the full time progression (starting at their rate at which the promotion occurs) before reaching the full time top rate.

Clerks (Hired Before 4/18/2019) - Store 903		As of 10/02/2022
Progression		
Start		\$10.00
After 6 Months		\$10.50
After 12 Months		\$11.00
After 24 Months		\$11.75
*After 36 Months		\$12.75
After 48 Months		\$13.60
After 60 Months		\$14.45
After 72 Months		\$16.65

Clerks (Hired Before 4/18/2019) - Store 903				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$14.75	\$15.20	\$15.65	\$16.10
Step 2	\$16.05	\$16.55	\$17.00	\$17.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Clerks (Hired On / After 4/18/2019) - Store 903		As of 10/02/2022
Progression		
Start		\$10.00
After 6 Months		\$10.25
After 12 Months		\$10.50
After 24 Months		\$11.25
*After 36 Months		\$12.25
After 48 Months		\$12.75
After 60 Months		\$13.25
After 72 Months		\$15.00

Clerks (Hired On / After 4/18/2019) - Store 903				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$14.75	\$15.20	\$15.65	\$16.10
Step 2	\$16.05	\$16.55	\$17.00	\$17.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Clerks - Stores 186, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779		As of 10/02/2022
Progression		
Start		\$12.50
After 12 Months		\$13.00
After 24 Months		\$13.50
After 36 Months		\$14.00
After 48 Months		\$14.50
After 60 Months		\$15.00
After 72 Months		\$16.65

Clerks - Stores 186, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$16.50	\$16.95	\$17.40	\$17.85
Step 2	\$16.95	\$17.40	\$17.90	\$18.35
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Clerks - Store 356		As of 10/02/2022
Progression		
Start		\$16.00
After 12 Months		\$16.65

Clerks - Store 356				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$16.50	\$16.95	\$17.40	\$17.85
Step 2	\$16.95	\$17.40	\$17.90	\$18.35
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Wage Rules For All Clerks:

*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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.

*Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.

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

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

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

Courtesy Clerks			Courtesy Clerks				
	As of 10/02/2022		Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$11.00		Payrate	\$12.00	\$12.35	\$12.70	\$13.05

Courtesy Clerks - Stores 186, 356, 360, 379, 387, 389, 394, 396, 402, 705, 707, 739, 743, 752, 758, 762, 764, 776, 777, 779			Courtesy Clerks - Stores 186, 356, 360, 379, 387, 389, 394, 396, 402, 705, 707, 739, 743, 752, 758, 762, 764, 776, 777, 779				
	As of 10/02/2022		Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Stores #394, #402, #752, #762, #776 & #779 have a rate of \$11.00 for courtesy clerks. All other stores in this group have a rate of \$14.00.	\$11.00		Payrate	\$14.35	\$14.70	\$15.05	\$15.40
	\$14.00		Payrate				

Rx Techs (Job Change prior to 1/9/2022)			Rx Tech (Job Change prior to 1/9/2022)				
Premium Scale 4 (Rx Tech)			Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Phase 1 / Phase 2	\$0.75	Start	\$14.00	\$14.75	\$15.20	\$15.65	\$16.10
Phase 3	\$0.50	After 12 Months	\$14.50	\$16.05	\$16.55	\$17.00	\$17.50
Upon certification	\$0.75	After 24 Months	\$15.00	\$17.65	\$18.15	\$18.65	\$19.15
After 6 months	\$0.25	After 36 Months	\$16.65				
After recertifying	\$0.25						

Classifications for Premium Scale 4		
Classification	Prior to 4/1/22	On or After 4/1/22
Phase 1 - 3	\$1.25	
Certification	\$2.00	\$0.75
After 6 Months	\$2.25	\$1.00
After recertifying	\$2.50	\$1.25

*Technicians must become nationally certified within 2 years of completing Phase 3 training in order to continue receiving this premium.
 *Current and future get the recertifying premium (will not be retroactive)
 *Premiums are stacked. Total potential increase: \$2.50
 *Premiums are stacked. Total potential increase of \$2.50 / \$1.25

Phase 1, 2 & 3 - expired on 4/1/2022
 Effective 10/2/2022: No PT Cap & No Exp. Credit

Rx Techs (Job Change prior to 1/9/2022) - Stores 186, 356, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779			Rx Techs (Job Change prior to 1/9/2022) - Stores 186, 356, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779				
	10/2/2022		Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Start	\$14.00	Step 1	\$16.50	\$16.95	\$17.40	\$17.85	
After 12 Months	\$14.50	Step 2	\$16.95	\$17.40	\$17.90	\$18.35	
After 24 Months	\$15.00	Step 3	\$17.65	\$18.15	\$18.65	\$19.15	
After 36 Months	\$16.65						

Wage Rules For All Rx Techs:
 *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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.
 *Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.
 *Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours.
 *The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
 *Associates will first become eligible to move between steps on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.

Pharmacy Techs (Job Change On or After 1/9/2022)			Pharmacy Technician (Job Change On or After 1/9/2022)				
	As of 10/02/2022		Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
*Premiums are included in the base rate	\$14.00	Technician	Payrate	\$16.50	\$17.00	\$17.50	\$18.00
	\$16.00	Cert. Tech	Payrate	\$17.00	\$17.50	\$18.00	\$18.50
	\$17.00	Sr. Cert. Tech	Payrate	\$18.00	\$18.75	\$19.50	\$20.25
	\$19.35	Lead Tech	Payrate	\$20.35	\$21.10	\$21.85	\$22.60

Note:
 Wages for the pharmacy technicians who are currently on the three step wage scale progression will be reviewed when certifications are obtained. If the rate of pay on the new technician scale (job change after 1/9/22) is higher, the pharmacy technician will be placed on that scale and will progress moving forward on the new scale

Murray's Cheese Clerk		
Progression	As of 10/02/2022	
Start	\$12.50	
After 12 Months	\$13.00	
After 24 Months	\$13.50	
*After 36 Months	\$14.00	
After 48 Months	\$14.50	
After 60 Months	\$15.00	
After 72 Months	\$16.65	

*Current Part Time Cap

Murray's Cheese Clerk - Stores 186, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779		
Progression	As of 10/02/2022	
Start	\$14.50	
After 12 Months	\$15.00	
After 24 Months	\$16.65	

*Current Part Time Cap

Murray's Cheese Clerk - Store 356		
Progression	As of 10/02/2022	
Start	\$16.00	
After 12 Months	\$16.65	

Murray's Cheese Master				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$15.75	\$16.20	\$16.65	\$17.10
Step 2	\$16.55	\$17.05	\$17.50	\$18.00
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Murray's Cheese Clerk - Stores 186, 360, 379, 387, 389, 394, 707, 739, 743, 752, 758, 764, 777, 779				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$16.75	\$17.20	\$17.65	\$18.10
Step 2	\$17.05	\$17.55	\$18.00	\$18.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Murray's Cheese Clerk - Store 356				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$16.75	\$17.20	\$17.65	\$18.10
Step 2	\$17.05	\$17.55	\$18.00	\$18.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Wage Rules For All Murray's Cheese Masters:

*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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.

*Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.

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

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

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

Louisville 227 - Main Contract & Country Store Contract (Wage Zone 2)
331, 336, 355, 369, 409, 411, 718, 719, 730, 734, 741, 745, 757, 760, 770, 900, 916

Clerks (Hired Prior to 4/18/2019)

Progression	As of 10/02/2022
Start	\$10.00
After 6 Months	\$10.50
After 12 Months	\$11.00
After 24 Months	\$11.75
*After 36 Months	\$12.75
After 48 Months	\$13.60
After 60 Months	\$14.45
After 72 Months	\$16.65

Clerks (Hired Prior to 4/18/2019)

Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$13.00	\$13.50	\$14.00	\$14.50
Step 2	\$15.20	\$15.70	\$16.20	\$16.70
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

***Current Part Time Cap & Exp. Credit Cap**

Note: When an employee qualifies for full time status, the part time cap will no longer apply. Employees will need to progress through each step of the full time progression (starting at their rate at which the promotion occurs) before reaching the full time top rate.

Clerks (Hired On / After 4/18/2019)

Progression	As of 10/02/2022
Start	\$10.00
After 6 Months	\$10.25
After 12 Months	\$10.50
After 24 Months	\$11.25
*After 36 Months	\$12.25
After 48 Months	\$12.75
After 60 Months	\$13.25
After 72 Months	\$15.00

Clerks (Hired On / After 4/18/2019)

Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$13.00	\$13.50	\$14.00	\$14.50
Step 2	\$14.35	\$14.85	\$15.35	\$15.85
Step 3	\$16.00	\$16.50	\$17.00	\$17.50

***Current Part Time Cap & Exp. Credit Cap**

Note: When an employee qualifies for full time status, the part time cap will no longer apply. Employees will need to progress through each step of the full time progression (starting at their rate at which the promotion occurs) before reaching the full time top rate.

Wage Rules For All Clerks:

*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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.

*Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.

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

*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.

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

Courtesy Clerks

Progression	As of 10/02/2022
Start	\$9.25
After 6 Months	\$9.40
After 12 Months	\$9.55
After 18 Months	\$9.70
After 24 Months	\$9.85
After 30 Months	\$10.00

Courtesy Clerks

Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$12.00	\$12.35	\$12.70	\$13.05

Pharmacy Techs (Job Change prior to 1/9/2022)		Progression	As of 10/02/2022
Premium Scale 4 (Rx Tech)			
Phase 1 / Phase 2	\$0.75	Start	\$14.00
Phase 3	\$0.50	After 12 Months	\$14.50
Upon certification	\$0.75	After 24 Months	\$15.00
After 6 months	\$0.25		\$16.65
After recertifying	\$0.25		
Classifications for Premium Scale 4			
*Technicians must become nationally certified within 2 years of completing Phase 3 training in order to continue receiving this premium.		Classification	Prior to 4/1/22 On or After 4/1/22
*Current and future get the recertifying premium (will not be retroactive)		Phase 1 - 3	\$1.25
*Premiums are stacked. Total potential increase: \$2.50		Certification	\$2.00 \$0.75
		After 6 Months	\$2.25 \$1.00
		After recertifying	\$2.50 \$1.25
		*Premiums are stacked. Total potential increase of \$2.50 / \$1.25	
Phase 1, 2 & 3 - expired on 4/1/2022			
Effective 10/2/2022: No PT Cap & No Exp. Credit			

Pharmacy Technician (Job Change prior to 1/9/2022)				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$14.75	\$15.20	\$15.65	\$16.10
Step 2	\$16.05	\$16.55	\$17.00	\$17.50
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Wage Rules For All Rx Techs:

- *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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.
- *Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.
- *Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours.
- *The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
- *Associates will first become eligible to move between steps on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.

Pharmacy Techs (Job Change On or After 1/9/2022)		Progression	As of 10/02/2022
Technician			\$14.00
Cert. Tech			\$16.00
Sr. Cert. Tech			\$17.00
Lead Tech			\$19.35

Pharmacy Technician (Job Change On or After 1/9/2022)				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$16.50	\$17.00	\$17.50	\$18.00

Cert. Technician				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$17.00	\$17.50	\$18.00	\$18.50

Sr. Cert. Technician				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$18.00	\$18.75	\$19.50	\$20.25

Lead Technician				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Payrate	\$20.35	\$21.10	\$21.85	\$22.60

Note:
Wages for the pharmacy technicians who are currently on the three step wage scale progression will be reviewed when certifications are obtained. If the rate of pay on the new technician scale (job change after 1/9/22) is higher, the pharmacy technician will be placed on that scale and will progress moving forward on the new scale

Murray's Cheese Clerk		Progression	As of 10/02/2022
Start			\$10.00
After 6 Months			\$10.50
After 12 Months			\$11.00
After 24 Months			\$11.75
*After 36 Months			\$12.75
After 48 Months			\$13.60
After 60 Months			\$14.45
After 72 Months			\$16.65

Murray's Cheese Clerk				
Progression	4/16/2023	6/2/2024	6/1/2025	6/7/2026
Step 1	\$14.00	\$14.50	\$15.00	\$15.50
Step 2	\$15.70	\$16.20	\$16.70	\$17.20
Step 3	\$17.65	\$18.15	\$18.65	\$19.15

Wage Rules For All Murray's Cheese Masters:

- *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 **thirty (30+)** 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-six (36+)** weekly hours over the company's standard twelve (12) month measurement period.
- *Employees at the 3rd step (top rate) who fail to average **thirty-six (36+)** weekly hours over the company's standard 12 month measurement period will fall back to the 2nd step in the pay scale, but have the ability to requalify for the top rate if they average **thirty-six (36+)** hours in a subsequent year.
- *Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours.
- *The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.
- *Associates will first become eligible to move between steps on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.