

**THIS DOCUMENT  
REPRESENTS THE COMPANY'S  
FINAL AND COMPLETE OFFER**

**August 5, 2024**

Discussions between UFCW Local 400 and **Mid-Atlantic Division of Kroger Limited Partnership I (Richmond-Hampton Roads/Tidewater Stores)** have recently concluded. This analysis was printed and assembled as accurately as possible for your review prior to casting your vote. It is as complete as we could make it. Kindly forgive any omissions or typing errors.

All current articles, paragraphs and side letters that do not appear as changed in this proposal remain as they are in the current agreement. We have only addressed areas of change in this document. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form. **This offer is a complete package. It must be accepted or rejected in its entirety.**

**We will conduct an informational TELE-TOWN HALL on Tuesday, August 6, 2024 at 4:00 p.m. During the Tele-Town Hall we will review the proposal in detail and answer questions.**

**You must register to attend the Tele-Town Hall by visiting our website at [Kroger Richmond/Tidewater Contract Vote & Tele-Town Hall - UFCW Local 400 \(ufcw400.org\)](https://www.kroger.com/contract-vote)**

**Voting will take place at select stores on Wed., August 7th and Thur., August 8th, times and store locations listed below. Voting is open at each location from 7:30am to 10:30am and 2pm to 5pm.**

**Wednesday, August 7, 2024**

Kroger #501, 2821 Hicks Rd, North Chesterfield, VA  
Kroger #504, 3507 West Cary St, Richmond, VA  
Kroger #509, 1601 Willow Lawn Dr, Richmond, VA  
Kroger #511, 901 N. Lombardy, Richmond, VA  
Kroger #525, 1510 Eastridge Rd, Richmond, VA  
Kroger #555, 5007 Victory Blvd, Yorktown, VA

**Thursday, August 8, 2024**

Kroger #502, 4816 South Laburnum Ave, Richmond, VA  
Kroger #514, 7000 Tim Price Way, North Chesterfield, VA  
Kroger #515, 9351 Atlee Rd, Mechanicsville, VA  
Kroger #517, 11895 W. Broad St, Henrico, VA  
Kroger #520, 12726 Jefferson Davis Highway, Chester, VA  
Kroger #539, 3330 Virginia Beach Blvd, Virginia Beach, VA

**Votes will be counted on Friday, August 9, 2024, at 10:00 a.m. at the UFCW Local 400 Richmond Office (231 Belt Blvd, Richmond, VA 23224) and broadcast over Zoom video conference. UFCW Local 400 members working under the Kroger Richmond-Tidewater contract may attend the vote count in person or register online at [www.ufcw400.org](https://www.ufcw400.org), to witness the ballot count over Zoom. The results of the vote will be announced shortly after ballots are tabulated.**

**PROPOSED CHANGES IN THE  
AGREEMENT BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 400  
AND  
MID-ATLANTIC DIVISION OF KROGER LIMITED  
PARTNERSHIP I (RICHMOND-TIDEWATER STORES)**

**1. ARTICLE 4-VOLUNTARY FEES CHECKOFF**      *Modify the current language in Sections 4.2 and 4.3 as follows:*

4.2. The Employer agrees to deduct Union membership fees, the initiation fee and **directly related** authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees. The Employer shall forward such payroll deductions to the Secretary-Treasurer of the Union each week, indicating the employee's name, employee's number and the amount deducted for each employee, as stipulated below. In the event no wages are due an employee or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall be made from the wages of an adequate amount subsequently due the employee and thereupon transmitted to the Union.

4.3. It shall be the responsibility of the Employer to withhold and remit the correct amount of membership fees, initiation fees and **directly related** authorized assessments for each employee who has provided a voluntary written authorization. Said monies must be sent to the appropriate address/bank as designated by UFCW Local 400, and the payments must match the total dollars indicated in the paper or electronic supporting information. Should the dues or other authorized withholdings be incorrect, the Employer will make a good faith effort in a timely manner to reconcile, balance and resubmit the withholdings to the Local Union.

**2. ARTICLE 5-MANAGEMENT RIGHTS**      *Modify the current language in Section 5.2 as follows:*

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

**3. ARTICLE 6-DISPUTE PROCEDURE**      *Modify the existing language in Section 6.1 as follows:*

6.1. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- Step 1. By conference at the grievant's store between the employee and the Shop Steward or Union Representative and the Store Manager.

Step 2. By conference at the grievant's store unless mutually agreed to meet elsewhere, between the Union Representative and the District designee. The parties agree to make reasonable arrangements within five (5) calendar days of the completion of Step 1 for a Step 2 conference to be held. If Step 2 does not settle the dispute within ~~three (3)~~ **five (5)** calendar days, it may be taken to Step 3.

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

**4. ARTICLE 9-WORKING CONDITIONS**      *Add new Section 9.16 as follows:*

**9.16. The parties agree that as issues involving managers performing bargaining unit work arise, they will meet to discuss the issues.**

**5. ARTICLE 10-VACATION**      *Modify the current language in Sections 10.2 and 10.4 as follows:*

10.2. Effective January 1, ~~2022~~**2025**. Eligible full-time employees will be entitled to vacation according to the following:

- 1 year of continuous service - 1 week vacation
- 2 years of continuous service - 2 weeks vacation
- 7 years of continuous service - 3 weeks vacation
- ~~13~~**8** years of continuous service - 4 weeks vacation

10.4. Eligible employees will be paid vacation on the basis of average hours in the qualifying year determined by dividing total straight time hours worked by fifty-two (52) to a maximum of forty (40) hours per week. No employee will be given pay in lieu of vacation for any vacation week earned. **At the request of the employee, ✓**vacation pay will be paid in advance.

**6. ARTICLE 11-SENIORITY**      *Modify the current language in Section 11.4 as follows:*

11.4. A part-time employee who is available for and desires a full-time job will make his desire known in writing to the ~~District Office~~ **Store Management** with copies to the Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the store, provided he has the ability to fill the job. Should the opening not be filled in this manner, the Employer will then attempt to fill the opening by utilizing interested part-time employees by seniority from other stores in the geographic area who have letters on file.

**7. ARTICLE 12-HOLIDAYS**      *Modify the current language in Section 12.4 as follows:*

12.4. Part-time employees with one (1) year of continuous service will be eligible for two (2) personal holidays each January 1 of the Labor Agreement. Part-time employees who achieve one (1) year of continuous service subsequent to the first of the year will be eligible for two (2) personal holidays at the next January 1. **Effective January 1, 2025, part-time employees with five (5) or more years of continuous service shall receive a 3<sup>rd</sup> personal holiday each year.**

**This holiday must be scheduled in advance and must be scheduled with Store Manager approval.** Part-time personal holidays will be paid at four (4) hours straight time pay per holiday.

**8. ARTICLE 15-UNION COOPERATION** *Modify the current language in Section 15.5 as follows:*

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

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

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

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

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

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

**9. ARTICLE 18-PENSION** *Modify the current language in Section 18.1 as follows:*

18.1. The Kroger Co. Limited Partnership I Mid-Atlantic Division ("Kroger") and UFCW Local Union 400 entered into a Letter of Understanding dated December 30, 2015 (the "Pension LOU") and as amended September 16, 2020 **and May 30, 2024,** the terms of which are incorporated herein by reference. Kroger and the Board of Trustees of the UFCW Unions and Participating Employers Pension Fund, entered into a Withdrawal Agreement effective December 31, 2015

("Withdrawal Agreement"), the terms of which are incorporated herein by reference. The Pension LOU, **as amended**, provides that retirement benefits will be provided through the UFCW Consolidated Pension Fund ("Fund") and establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees who have ~~completed one (1) year of service~~ **met the terms and conditions of the UFCW Consolidated Pension Fund Plan**, specifically excluding Courtesy Clerks/Baggers which are not eligible for pension under this Agreement. The Pension LOU governs (1) Kroger's participation in, and contributions to, the Fund, (2) the benefits provided to employees of Kroger working under this Agreement.

**10. ARTICLE 19-HEALTH AND WELFARE** *Modify the current language as follows:*

**19.1 Participation Agreement:** ~~The Employer shall participate in and contribute to the UFCW Local 400 and Employers Health and Welfare Fund and adopts 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.~~

~~**19.2.**— The benefit plan for associates covered by this Agreement will be a stand-alone plan within the UFCW Local 400 and Employers Health and Welfare Fund. The group will be accounted for and tracked separately for claims experience, trend, and its share of administrative costs and related expenses. The bargaining parties agree to make all good faith efforts to consolidate vendors.~~

~~Kroger and the Union expect, anticipate, and understand that Kroger associates in the Richmond Local 400 bargaining unit participating in the UFCW Local 400 Health and Welfare Fund will transfer to the Heartland Health and Wellness Fund at a later date to be determined, but no later than January 1, 2023. Kroger and Local 400 agree to take the necessary and reasonable steps to support this transfer by January 1, 2023. Once the transfer is effective, the Employer shall contribute to the Heartland Health and Wellness Fund, continuing to use the pass-through method of funding. The Employer will adopt and agree to be bound by the terms and conditions of the Heartland Health and Wellness Fund's Trust Agreement. 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 using the pass-through method of funding. The Employer 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 the Union have appropriate representation on the Board of Trustees. The Employer shall execute the normal form of Participation Agreement concerning participation under the Health Fund.**

**Section A. Funding**

**Employee Contributions** - The required employee contributions for full-time and part-time employees who qualify for Health Fund Benefits in effect as of the date of this Agreement shall continue as amended. 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.

<b>WEEKLY CONTRIBUTION</b>	<b>Premier Plan</b>	<b>Standard Plan</b>
<b>CY 2024 - CY 2027</b>		
Employee Only	\$21.00	\$11.00
Employee + Spouse	\$63.00	\$53.00
Employee + Children	\$27.25	\$17.25
Family	\$69.25	\$59.25

**Employer Contributions/Funding** - The Employer shall continue a "Pass-Through funding" arrangement upon ratification. This means the Fund will pay claims and cover related expenses, sending a regularly scheduled invoice to Kroger Accounting Services. Kroger will remit payment within five (5) days of receipt, unless there is a documented dispute; in such case, Kroger will remit payment of the undisputed amount timely. The Employer agrees to pay to the Fund its portion of plan costs for its covered participants for the term of this Agreement and for any extended period of time beyond the term, if such extension is needed and agreed to by the Employer and Union. If either party cancels the extension, Employer agrees to pay to the Fund the plan costs incurred through the end of the month in which the extension agreement is cancelled. **The** Employer will only pay the plan costs incurred on or before the end of the month in which the extension agreement was cancelled. ~~Or,~~**However,** the parties may agree to modify the plan of benefits ~~in order~~ to continue uninterrupted benefits until such time a new agreement is reached.

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**. These costs will include dental, vision, medical, life insurance, ~~and sick pay,~~ **and wellness expenses**. Beginning in 2021, the annual PEPM cost shall not increase by more than eight percent (8%). If PEPM claim costs increase by more than eight percent (8%), the Trustees are required to make changes to the Plan for the following year that are equal to the amount that exceeded the eight percent (8%) ceiling. This measurement will be done using the twelve (12) months ending on July 31st each year. This information will be presented to the Trustees no later than September 15th so that appropriate steps can become effective on January 1st.

*For example:*

~~2020~~ **2023** PEPM cost = \$800

~~2021~~ **2024** PEPM cost = \$875

~~2021~~ **2024** 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 ~~2022-2025~~ or make changes including but not limited to benefits and eligibility.*

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

At the expiration of this Agreement, the parties may elect to utilize the maintenance of reserve funding methodology. ~~In which case, then~~ **the** Employer and the Union will bargain a contribution rate that will fund the plan of benefits that will be in place for the new agreement and the required reserves equal to **the** IBNR of **the** Employer's claims and administrative expenses. The Fund Consultant will identify the appropriate trend and a contribution rate needed to fund the plan of benefits and the required IBNR of **the** Employer's claims and administrative expenses; ~~and~~**the** Employer shall pay such rate adjusted by the Consultant.

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

~~In order to~~**To** facilitate the proper functioning of the Fund, and to ~~insure~~**ensure** that expenses are being paid for all covered participants in accordance with the provisions of the bargaining agreement, the Employer

hereby agrees to the necessary examination of those records, appropriate to the functioning of the Fund and as deemed necessary by a certified public accountant, or by any other qualified party to be mutually agreed to by the Trustees.

In addition, the Employer may, upon reasonable notice and at its expense, audit the Fund's enrollment, eligibility data records and expenses for its covered participants on an annual basis.

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

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

For full-time employees **eligible for medical coverage** (those averaging 35+ hours per week), the Employer will provide short-term disability coverage **equal to 66 2/3% of the employee's average weekly pay. Effective 1/1/2027, for part-time employees eligible for medical coverage (those averaging 28+ hours per week), the Employer will provide short-term disability coverage equal to 66 2/3% of the employee's average weekly pay, up to a maximum of \$150 per week. Average weekly pay will be calculated based on the four (4) full work weeks prior to the commencement of the disability.**

**Coverage for short-term disability will be paid up to a maximum of twenty-six (26) weeks for whole, continuous disability. The benefit shall commence on the eighth (8<sup>th</sup>) day of disability (except the first day for accidents and hospitalization).** ~~to a maximum of twenty-six (26) weeks for wholly and continuous disability. Benefit commences on the eighth (8<sup>th</sup>) day of disability (except the first day for accidents and hospitalization) and provides benefits up to 66 2/3% of average weekly pay. (utilizing the four (4) full workweeks prior to commencement of disability).~~

**Unworked Paid Leaves. Leaves of Absence, and Loss of Coverage "Penny Contributions"** - will be continued for those active employees who are on an unpaid, protected leave of absence, (qualified military, FMLA, medical), in accordance with applicable law. Generally, this means contributions will continue for twelve (12) weeks after the leave is granted or the end of the employee's stability period, whichever occurs last.

"Penny Contributions," will be continued for those active employees who are on compensated leaves of absences, regardless of the reason for the full period of such compensated leave. All compensable hours will count towards continued eligibility.

Once an employee is qualified and covered by the Health Plan, the employee shall remain eligible until disqualified in accordance with the provisions related to their years of service and average hours worked, herein. The Employer shall continue to pay such "penny contributions" as required so long as the employee remains employed and qualified in a covered classification. Employer "penny contributions" shall immediately be discontinued following a termination, voluntary quit, layoff, or change in eligible status.

It is understood that any cessation of contributions as provided above shall be done in compliance with the ACA.

If an employee is absent and unpaid long enough to lose benefit eligibility, Employer contributions shall be resumed as of the first (1st) of the month immediately following return to work on the Employer's active payroll after illness, injury, leave of absence, or layoff.

During the twelve (12) month measurement period, employees off without pay for up to one (1) week due to layoff shall not be reclassified. The number of weeks worked shall be frozen and upon return to work shall continue as if there was no break for the purpose of qualifying. The same treatment will be applied for up to twelve (12) weeks for employees that miss work for any type of unpaid, protected leave (FMLA). The

same treatment will be applied for an unlimited period for employees that miss work to fulfill military responsibilities and for unpaid jury duty.

**Holidays and Vacations** - Paid holidays and vacations shall be considered as time worked for benefit purposes.

Contributions to the Trust Fund and benefits from the Trust Fund shall be discontinued as of the first of the month following:

1. Termination of employment
2. Layoff
3. Leave of absence (except associates who are on a protected Leave of Absence, i.e. qualified military, FMLA, Medical and ACA)

### **Section B. Eligibility**

Qualification for the Health Plan shall remain compliant with ACA throughout the term of this Agreement. The parties agree that the Employer may elect the maximum allowable qualification calculation periods and tunnels allowed by ACA. Where measurement and administration periods are such that contributions are required by ACA for an employee's enrollment in a Plan, the Employer shall comply accordingly. The Employer shall meet and confer with the Union upon the development of changes in the current system to ensure compatibility with the Health Fund.

### **Measurement Periods**

**Twelve (12) month measurement periods:** Unless hired as a "full-time" employee, new hires will initially be measured after their twelfth (12<sup>th</sup>) month of service. The employee's eligibility and coverage, which will be determined by their average weekly hours over the twelve (12) month initial measurement period, will become effective on the first day of their thirteenth (13<sup>th</sup>) month of service. The employee's eligibility will remain the same for at least the twelve (12) months following their initial qualification date, unless promoted. A newly hired employee that is expected to average thirty (30) or more hours per week through their first year of employment is eligible for benefits the first of the month following sixty (60) days of continuous employment.

**After their initial measurement period:** An employee will be measured over the Employer's standard measurement period. This period will begin on the payroll period that begins on the Sunday closest to October 1st of each year and conclude on the Saturday of the payroll period that ends closest to September 30th. This period should not overlap and cannot exceed twelve (12) months. An employee's eligibility, determined by the standard measurement period, will be effective from January 1st through December 31st of the following year.

### **Qualifications for Tiers of Coverage**

**Family Benefits: For employees averaging thirty-five (35) or more hours:** ~~For the purpose of establishing and maintaining eligibility for family health and wellness benefits as set forth in this Agreement, an employee must average thirty five (35) hours or more during their basic work week for the standard twelve (12) month measurement period.~~

~~Once qualified, employees must average thirty five (35) hours per week during their basic work week for the standard twelve (12) month measurement period to maintain eligibility for the next twelve (12) month stability period. Employees qualified as "family eligible," will have a "penny contribution" made in order to provide Employee, Spouse, and Child(ren), or Family coverage in the plan of benefits for which they qualify, based on their hire date. This contribution will continue for no less than twelve (12) months.~~

**Employees who average at least thirty-five (35) hours per week during their measurement period will have a "penny contribution" made to provide Employee, Child(ren) and Spousal**



**(Family) coverage in the plan of benefits for which they qualify, based on their hire date. Such coverage will have a twelve (12) month stability period.**

**A newly hired "full time" employee who's expected to work 30+ hours per week through their first year of service will have a "penny contribution" made on their behalf on the first of the month following sixty (60) days from their date of hire. This contribution will be made to provide Employee, Child(ren) & Spousal (Family) coverage. This contribution will continue for no less than twelve (12) months unless the employee voluntarily opts to work part-time hours in their first twelve (12) months of service.**

~~In order to~~**To** be covered under this plan, spouses who have access to other coverage must be enrolled in said coverage. Benefits provided by this plan will be secondary to other coverage. **When an employee is eligible to be covered as both an employee and a spouse, both represented by UFCW Local 400, the plan will coordinate benefits up to the limits provided by the higher of the two plans elected for coverage. There is no duplication of benefits.**

Employee and Child(ren) Benefits

**Employee and Child(ren) Benefits: For employees averaging thirty (30) or more hours, but less than thirty-five (35):** Employees who average thirty (30) hours, but less than thirty-five (35) hours, per week during their measurement period will have a "penny contribution" made ~~in order~~ to provide Employee and Child(ren) coverage in the plan of benefits for which they qualify, **based on their hire date. Such coverage will have a twelve (12) month stability period.** ~~for the next twelve (12) month stability period, based on their hire date.~~

~~A newly hired employee, expected to work 30+ hours per week through their first year of service, will have a "penny contribution" made on their behalf on the first of the month following sixty (60) days following their date of hire. This contribution will be made in order to provide Employee, and Child(ren) coverage. This contribution will continue for no less than twelve (12) months unless the employee voluntarily opts to work part time hours in their first twelve (12) months of service.~~

**Employee Only Benefits: For employees averaging twenty-eight (28) or more hours but less than thirty (30):** Employees who have completed twelve (12) months of service and averaged a minimum of twenty-eight (28) hours per week, but less than thirty (30) hours per week, during their measurement period will have a "**penny**" contribution" made ~~in order~~ to provide Employee Only coverage in the plan of benefits for which they qualify, based on their hire date. Such coverage will have a twelve (12) month stability period.

~~Employees are eligible for benefits the first of the month following one (1) year of continuous service if the employee is a part time employee who is paid at least twenty eight (28) hours per week. For the purposes of determining benefit eligibility for part time associates, the hour matrix will be reviewed on a twelve (12) month basis that corresponds with the enterprise wide measurement and stability period.~~

### **Qualification for Plans of Benefits**

**Premium Plan Benefits:** ~~Participants hired before 9/8/2010 and paid an average of twenty eight hours (28) hours or more in the preceding twelve (12) months are eligible for the Premium Plan Benefits.~~

Participants hired on or after 9/8/2010, but before 9/24/2014 and paid an average of thirty five (35) hours or more in the preceding twelve (12) months are eligible for the Premium Plan after five (5) years of service.

**Participants hired before 9/24/2014 who average at least thirty-five (35) hours per week in the applicable twelve (12) month measurement period are eligible for the Premium Plan of benefits.**

**Participants hired before 9/8/2010 who average at least twenty-eight (28) hours per week in the applicable twelve (12) month measurement period are eligible for the Premium Plan of benefits.**

**Participants hired on or after 9/24/2014 are not eligible for the Premium Plan.**

**Plus Plan Benefits:** Participants hired on or after 9/24/2014 and paid an average of thirty five (35) hours or more in their standard measurement period are eligible for the Plus Plan of Benefits after five (5) years of service.  
Effective 1/1/2022, the Plus Plan will be eliminated.

**Standard Plan Benefits:** Participants averaging twenty eight (28) hours per week but less than thirty five (35) hours per week will be eligible for Standard Plan Benefits.

Participants averaging thirty five (35) hours or more per week with less than five (5) years of service.

**Participants who average at least twenty-eight (28) hours per week in the applicable twelve (12) month measurement period are eligible for the Standard Plan of benefits, regardless of hire date. Newly hired “full time” employees who are expected to work 30+ hours per week through their first year of service will also be eligible for the Standard Plan, according to the initial qualification period outlined above in Article 19, Section B.**

**11. ARTICLE 21-EXPIRATION** *Modify the current language as follows:*

The Agreement shall continue in effect from August 8, 2021 ~~4, 2024~~ through August~~3,~~ 2024 **July 31, 2027**, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire to terminate or modify the Agreement.

**12. MISCELLANEOUS WAGE NOTES** *Modify the current language in note #5 and add new note #10 as follows:*

5. Any employee who relieves a Department Manager (Grocery, Produce, Drug GM, Meat, Front-end, Deli, Bakery) for a period of four (4) days (within a work-week), or more, and to whom responsibility for the job is delegated by the Employer, shall receive a premium of ~~thirty dollars (\$30.00)~~ **fifty dollars (\$50.00)** per week.

**10. The Company shall inform employees ahead of time that they may be in danger of not meeting the minimum hours to maintain their rate of pay, thus moving from Level 3 to Level 2.**

# KROGER RICHMOND-TIDEWATER WAGE CHARTS

## RICHMOND LOCAL 400 WAGES

RICHMOND LOCAL 400 WAGES						
Lead Premium Scale		Back Up Premium Scale			Overnight Premium	
Weekly Sales (No Fuel)	Hourly	Weekly Sales (No Fuel)	Hourly	Front End Back-ups	Current	\$2.00
\$1,000,000+	\$1.10	\$1,000,000+	\$1.30	3	The night premium will be paid for hours worked between 10:00 pm and 6:00 am. When 50% or more of the shift falls between 10:00 pm and 6:00 am, the premium shall be applied to the entire shift.	
\$750,001 - \$999,999	\$0.90	\$750,001 - \$999,999	\$1.10	2		
Up To \$750,000	\$0.70	Up To \$750,000	\$0.90	1		
Lead Classifications		Back Up Classifications				
Back Door Receiver Lead	Fuel Lead	Bakery Back-Up				
Cake Decorator Lead	Market Place Leads	Deli Back-Up				
ClickList Lead	Seafood Lead	Drug/GM Back-Up				
Dairy Lead	Starbuck Lead	Front End Back-Up				
File Maintenance Lead		Grocery Back-Up				
Floral Lead		Meat Back-Up				
Frozen Food Lead		Produce Back-Up				
No lead shall be placed lower than Step 2 on the new scale. Newly hired/promoted leads will be placed at Step 2.		No back-up shall be placed lower than Step 3 on the new scale. Newly hired/promoted back-ups will be placed at Step 3.				

Store Clerks		12/25/2022	12/31/2023		New CBA		12/29/2024	12/28/2025	12/27/2026	
*Serves as base scale for FT Leads, FT Back Ups and FT Night Clerks.	1st Step	\$12.70	\$13.05		Progression	8/4/2024	\$15.00	\$15.00	\$15.40	\$15.80
	2nd Step	\$14.50	\$14.90		1st Step	\$16.20	\$16.40	\$17.00	\$17.55	
	3rd Step (Top Rate)	\$16.30	\$16.75		2nd Step	\$17.40	\$17.85	\$18.60	\$19.35	
Wage Notes:					Wage Notes:					
*New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the Company's next standard measurement period.					*Associates at \$13.05 will move to \$15.00 (1st Step)					
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-eight (38+)</b> weekly hours over 12 months.					*Associates at \$14.90 will move to \$16.20 (2nd Step)					
*Top rate employees who fail to average <b>thirty-eight (38+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-eight (38+)</b> hours in a subsequent year.					*Associates at \$16.75 will move to \$17.40 (3rd Step - Top Rate)					
*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-eight (38+)</b> weekly hours in the subsequent year.					*New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
*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.					*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.					*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.					
					*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.					
					*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.					
					*Associates will continue to transition between steps according to the current measurement cadence. The next movement shall occur on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.					



		12/25/2022	12/31/2023
<b>Deli, Bakery, Starbucks &amp; Cheese Shop Clerks</b>			
	1st Step	\$13.70	\$14.05
	2nd Step	\$15.00	\$15.40
	3rd Step (Top Rate)	\$16.30	\$16.75
<b>Wage Notes:</b>			
*New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the Company's next standard measurement period.			
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-eight (38+)</b> weekly hours over 12 months.			
*Top rate employees who fail to average <b>thirty-eight (38+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-eight (38+)</b> hours in a subsequent year.			
*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-eight (38+)</b> weekly hours in the subsequent year.			
*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.			
*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.			

		New CBA			
		8/4/2024	12/29/2024	12/28/2025	12/27/2026
<b>Progression</b>					
	1st Step	\$15.50	\$15.50	\$15.90	\$16.30
	2nd Step	\$16.45	\$16.65	\$17.25	\$17.80
	3rd Step (Top Rate)	\$17.40	\$17.85	\$18.60	\$19.35
<b>Wage Notes:</b>					
*Associates at \$14.05 will move to \$15.50 (1st Step)					
*Associates at \$15.40 will move to \$16.45 (2nd Step)					
*Associates at \$16.75 will move to \$17.40 (3rd Step - Top Rate)					
*New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
*Employees at the 3rd step (top rate) who fail to average <b>thirty-six (36+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-six (36+)</b> hours in a subsequent year.					
*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.					
*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.					
*Associates will continue to transition between steps according to the current measurement cadence. The next movement shall occur on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.					

		12/25/2022	12/31/2023
<b>E-Commerce Clerks</b>			
	1st Step	\$13.70	\$14.05
	2nd Step	\$15.50	\$15.90
	3rd Step (Top Rate)	\$17.30	\$17.75
<b>Wage Notes:</b>			
*New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the Company's next standard measurement period.			
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-eight (38+)</b> weekly hours over 12 months.			
*Top rate employees who fail to average <b>thirty-eight (38+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-eight (38+)</b> hours in a subsequent year.			
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*Associates will first become eligible to move between steps on 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.			

		New CBA			
		8/4/2024	12/29/2024	12/28/2025	12/27/2026
<b>Progression</b>					
	1st Step	\$15.50	\$15.50	\$15.90	\$16.30
	2nd Step	\$16.95	\$17.15	\$17.75	\$18.30
	3rd Step (Top Rate)	\$18.40	\$18.85	\$19.60	\$20.35
<b>Wage Notes:</b>					
*Associates at \$14.05 will move to \$15.50 (1st Step)					
*Associates at \$15.90 will move to \$16.95 (2nd Step)					
*Associates at \$17.75 will move to \$18.40 (3rd Step - Top Rate)					
*New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
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*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.					
*The Company's standard measurement period (generally the first week of October through last week of September) will be used to determine movement between wage steps, which will be effective January 1st of the following year.					
*Associates will continue to transition between steps according to the current measurement cadence. The next movement shall occur on 1/1/2025, based on the standard measurement period that spans from 10/2023 - 9/2024.					

		12/25/2022	12/31/2023
<b>Meat Cutter</b>			
Serves as base scale for Meat Cutters and Meat Back Ups			
	1st Step	\$13.85	\$14.20
	2nd Step	\$15.80	\$16.20
	3rd Step (Top Rate)	\$17.80	\$18.25
<b>Wage Notes:</b>			
*New hires will be placed on the 1st step of the scale and will be subject to a twelve (12) month waiting period, starting with their date of hire. Upon completion of the twelve month waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the Company's next standard measurement period.			
*Employees at the 2nd step have the ability to progress to the top rate if they average <b>thirty-eight (38+)</b> weekly hours over 12 months.			
*Top rate employees who fail to average <b>thirty-eight (38+)</b> weekly hours will move back to 2nd step in the pay scale, but have the ability to requalify for the top rate if they average <b>thirty-eight (38+)</b> hours in a subsequent year.			
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*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 1/1/2023, based on the standard measurement period that spans from 10/2021 - 9/2022.			

		New CBA			
		8/4/2024	12/29/2024	12/28/2025	12/27/2026
<b>Progression</b>					
	1st Step	\$16.25	\$16.25	\$16.65	\$17.05
	2nd Step	\$17.55	\$17.80	\$18.40	\$18.95
	3rd Step (Top Rate)	\$18.90	\$19.35	\$20.10	\$20.85
<b>Wage Notes:</b>					
*Associates at \$14.20 will move to \$16.25 (1st Step)					
*Associates at \$16.20 will move to \$17.55 (2nd Step)					
*Associates at \$18.25 will move to \$18.90 (3rd Step - Top Rate)					
*New hires will be placed on the 1st step of the scale and will be subject to no less than a twelve (12) month waiting period, starting with their date of hire. Upon completion of the waiting period, employees will have the ability to progress to the 2nd step of the scale if they average <b>thirty-six (36+)</b> weekly hours over the company's standard twelve (12) month measurement period.					
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*Employees who qualify for the 2nd step of pay will not fall below that step due to a decrease in hours, but may qualify for the top rate if they average <b>thirty-six (36+)</b> weekly hours in a subsequent year.					
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## KROGER RICHMOND-TIDEWATER HEALTH AND WELFARE CHARTS

Richmond Local 400	Effective 1/1/2027			
Plan Type	Premier Plan		Standard Plan	
Full Time Hired Before 9/24/2014	Must Average 35+ Weekly hours over 12 months. Stability period is 12 months.		Must Average 35+ weekly hours over 12 months. Stability period is 12 months.	
Full Time Hired on or After 9/24/2014	Not Eligible		Eligible after 60 days of service (1st day of 3rd month) if hired with the expectation of averaging 30+ weekly hours. Stability period is 12 months. Must average 35 hours per week thereafter.	
Part Time Hired Before 9/8/2010	Must average 28+ weekly hours over 12 months. Stability period is 12 months.		Must average 28+ weekly hours over 12 months. Stability period is 12 months.	
Part Time Hired After on or after 9/8/2010	Not Eligible		Eligible after 1 year of service. Must average 28+ weekly hours over 12 months. Stability period is 12 months.	
SPOUSES AND DEPENDENTS				
Single Coverage	All Plan Participants		All Plan Participants	
Dependent (Child) Coverage	Must Average 30+ weekly hours		Must Average 30+ weekly hours	
Spouse Coverage	Must Average 35+ Weekly Hours		Must Average 35+ Weekly Hours	
Coordination of Benefits	COB up to plan provisions		COB up to plan provisions	
WEEKLY CONTRIBUTION	Premier Plan		Standard Plan	
CY 2024 - CY 2027				
Employee Only	\$21.00		\$11.00	
Employee + Spouse	\$63.00		\$53.00	
Employee + Children	\$27.25		\$17.25	
Family	\$69.25		\$59.25	
MEDICAL PLAN ESSENTIALS	In Network	Out of Network	In Network	Out of Network
Preventive Coverage	100%	50%	100%	50%
Predominant Co-Insurance (Plan Share)	80%	50%	70%	50%
Predominant Co-Insurance (Associate share)	20%	50%	30%	50%
COE Coinsurance (Plan Share)	95%	N/A	95%	N/A
COE Coinsurance (Associate Share)	5%	N/A	5%	N/A
	100% of travel for 2 covered, deductible waived		100% of travel for 2 covered, deductible waived	
Annual Deductible: Single / Family	\$650 / \$1,300	\$1,300 / \$2,600	\$1,150 / \$2,300	\$2,300 / \$4,600
2027 Annual Deductible: Single / Family	\$725 / \$1,450	\$1,450 / \$2,900	\$1,225 / \$2,450	\$2,450 / \$4,900
Out of Pocket Max - Medical	\$3,500 / \$7,000	\$7,000 / \$14,000	\$5,400 / \$10,800	\$10,800 / \$21,600
2027 Out of Pocket Max - Medical	\$4,250 / \$8,500	\$8,500 / \$17,000	\$6,250 / \$12,500	\$12,500 / \$25,000
Annual Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited

POINT OF SERVICE COPAYS	In Network		Out of Network	
<b>POS Copay Not Subject To Deductible</b>				
Primary Care Office Visit	\$30 Copay	50% after deductible	\$30 Copay	50% after deductible
Specialist Office Visit	\$40 Copay	50% after deductible	\$40 Copay	50% after deductible
Urgent Care Office Visit	\$75 Copay + 20% Coins	50% after deductible	\$75 Copay + 30% Coins	50% after deductible
Hospital Facility Stay	\$25 Copay + 20% Coins	\$100 Copay + 50% Coins	\$25 Copay + 30% Coins	\$300 Copay + 50% Coins
Mental/Behavioral (Outpatient)	\$30 Copay	50% after deductible	\$30 Copay	50% after deductible
Mental/Behavioral (Inpatient)	\$30 Copay	50% after deductible	\$30 Copay	50% after deductible
Little Clinic Copay	\$15 Copay		\$15 Copay	
2027 Telemedicine Visit	\$10	Not Available	\$10	Not Available
Anthem LHO (or carrier equivalent)	\$0	Not Available	\$0	Not Available
Emergency Room Care	Deductible, then 20% Coins		Deductible, then 20% Coins	
-- ER Care (Not Admitted)	50% Coins if deemed non-emergency		50% Coins if deemed non-emergency	
<b>PHARMACY PLAN (KPP)</b>				
Out of Pocket Max - Rx Only (2024)	\$9,450 / \$18,900		\$9,450 / \$18,900	
<b>2024: Retail 30 Days</b>	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
Generic	Greater of \$10 or 10%	\$60.00	Greater of \$10 or 10%	\$60.00
Preferred Brand	Greater of \$20 or 15%	\$80.00	Greater of \$20 or 15%	\$80.00
Non - Preferred Brand	Greater of \$40 or 30%	\$100.00	Greater of \$40 or 30%	\$100.00
Specialty Generic/Biosimilar	Greater of \$15 or 10%	\$90.00	Greater of \$15 or 10%	\$90.00
Specialty Formulary	Greater of \$25 or 15%	\$150.00	Greater of \$25 or 15%	\$150.00
Specialty Non - Formulary	Greater of \$60 or 30%	\$180.00	Greater of \$60 or 30%	\$180.00
<b>2024: Mail Order 90 Days</b>	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
Generic	Greater of \$20 or 10%	\$120.00	Greater of \$20 or 10%	\$120.00
Preferred Brand	Greater of \$40 or 15%	\$160.00	Greater of \$40 or 15%	\$160.00
Non - Preferred Brand	Greater of \$80 or 30%	\$200.00	Greater of \$80 or 30%	\$200.00
<b>DENTAL PLAN</b>	<b>In Network</b>	<b>Out of Network</b>	<b>In Network</b>	<b>Out of Network</b>
Eligibility Requirement	Tied to Medical		Tied to Medical	
Spouse / Dependent Care	Yes		Yes	
Annual Deductible (Per Person)	\$75		\$75	
Preventive Coinsurance	100%		100%	
Basic Coinsurance	80%		80%	
Major Coinsurance	60%		60%	
Annual Maximum Benefit	\$2,000		\$2,000	
<b>Orthodontia Coverage</b>	YES		YES	
Orthodontia Coinsurance	50%		50%	
Orthodontia Lifetime Max Benefit	\$1,500		\$1,500	

VISION PLAN	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical	
Spouse / Dependent Care	Yes		Yes	
Exams (Every 12 Months)	\$10 Copay	Up to \$46 Allowance	\$10 Copay	Up to \$46 Allowance
2027 Exams (Every 12 Months)	\$0 Copay	\$30 Copay	\$0 Copay	\$30 Copay
Frames (Every 24 Months)	\$120 Allowance	Up to \$45 Allowance	\$120 Allowance	Up to \$45 Allowance
2027 Frames (Every 24 Months)	\$150 Allowance	Up to \$25 Allowance	\$150 Allowance	Up to \$25 Allowance
Lenses (Every 12 Months)	Covered 100%	Up to \$125 Allowance	Covered 100%	Up to \$125 Allowance
2027 Lenses (Every 12 Months)	Covered 100%	Up to \$80 Allowance	Covered 100%	Up to \$80 Allowance
Contact Lenses (Every 12 Months)				
-- Medically Necessary	Covered 100%	Up to \$210 Allowance	Covered 100%	Up to \$210 Allowance
-- Not Medically Necessary	\$120 Allowance	Up to \$105 Allowance	\$120 Allowance	Up to \$105 Allowance
2027 Contact Lenses (Every 12 Months)	\$150 Allowance	Not Available	\$150 Allowance	Not Available
Children Under 19	Lenses covered 100%. \$120 allowance for frames, then fund pays 80% coins	\$125 allowance for lenses. \$45 allowance for frames.	Lenses covered 100%. \$120 allowance for frames, then fund pays 80% coins	\$125 allowance for lenses. \$45 allowance for frames.
2027 Children Under 19	Lenses covered 100%. \$150 allowance for frames	\$80 allowance for lenses. \$25 allowance for frames.	Lenses covered 100%. \$150 allowance for frames	\$80 allowance for lenses. \$25 allowance for frames.
<b>INCOME REPLACEMENT</b>	<b>35+ hours per week</b>	<b>Under 35+ hours per week</b>	<b>35+ hours per week</b>	<b>Under 35+ hours per week</b>
Short Term Disability	66 2/3% of avg. weekly salary	Not Available	66 2/3% of avg. weekly salary	Not Available
--Maximum Benefit (Weekly)	No Maximum	Not Available	No Maximum	Not Available
--Maximum Benefit Period	26 Weeks	Not Available	26 Weeks	Not Available
<b>Life and AD&amp;D Insurance</b>				
--Employee Only	\$45,000	\$10,000	\$45,000	\$10,000
2027 Short Term Disability	66 2/3% of avg. weekly salary	66 2/3% of avg. weekly salary	66 2/3% of avg. weekly salary	Not Available
--Maximum Benefit (Weekly)	No Maximum	\$150	No Maximum	\$150
--Maximum Benefit Period	26 Weeks	26 Weeks	26 Weeks	26 Weeks
2027 Life and AD&D Insurance				
--Employee Only	\$45,000	\$10,000	\$45,000	\$10,000
--Enrolled Spouse	\$5,000	\$5,000	\$5,000	\$5,000
--Enrolled Child	\$2,500	\$2,500	\$2,500	\$2,500





**Mark P. Federici**  
*President*

**Christopher Hoffmann**  
*Secretary-Treasurer*

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