



UFCW

a **VOICE** for working America

UNITED FOOD & COMMERCIAL WORKERS LOCAL 1995

AFL-CIO, CLC

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HERMITAGE TN, 37076

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President

JEFF FRANCIS
Secretary - Treasurer

Through Solidarity All Things Are
Possible!!

Store Agreement

BETWEEN

UFCW LOCAL 1995

AND

KROGER LIMITED PARTNERSHIP

JANUARY 31, 2000

THROUGH

MAY 15, 2004

UFCW Local 1995

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**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 1995
AND
KROGER NASHVILLE**

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SCHEDULE "A" WAGES

TERM: JANUARY 31, 2000 THROUGH MAY 15, 2004

AGREEMENT

This Agreement has been entered into between Kroger Limited Partnership I by KRGP, Inc., general partner by: _____ its successors or assigns, here

Tom Rech, President

Nashville Marketing Area,

inafter designated as the Employer, and the United Food and Commercial Workers Union Local No. 1995, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

ARTICLE 1.

INTENT AND PURPOSE

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

ARTICLE 2.

COOPERATIVE RELATIONS

A. The Employer will permit an authorized representative or representatives of the Union free access to the stores at all hours the store is open for business, when employees are working therein for the purpose of contacting and communicating with the employee. However, the orderly operation of the store shall not be hindered. Lengthy discussions between the employees and representatives of the Union, including the store steward, or among themselves concerning disputes shall not take place during working hours.

B. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying him-

self that the terms of this Agreement are being complied with.

C. In the interest of promoting cooperative relations, store management will introduce each new employee in his store to the Union store steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the store steward shall give the new employee a copy of the contract and shall explain its operations. The store steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

D. Each store shall have a Union bulletin board. The Union may utilize the bulletin board to post meeting notices and other information pertaining to Union business.

E. The Union and Company by mutual agreement may discuss and implement certain concepts on a trial basis. Any such trial will be given a specific time frame and agreed to in writing. The Union and the Company will meet and discuss the success or failure of the concept. Any permanent implementation of a concept will only be done in compliance with the provisions of this agreement and local union by-laws.

ARTICLE 3.

COVERAGE

A. The Union shall be the sole and exclusive bargaining agent for all full-time and part-time employees of the employer employed in the stores of Kroger Limited Partnership I, Nashville KMA, covered by this labor agreement, located in the states of Tennessee, Kentucky and Alabama, excluding all store management, guards, supervisors, Professional Pharmacy Department employees, demonstrators, all clerical employees not working in the sales and storage area, and one (1) trainee per department.

B. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 4. SHOP CONDITION AND CHECK-OFF

A. The Employer agrees that there shall be no discrimination against any employee on account of membership in the Union, no interference with the right of the employees to become members of the Union and no influence on the part of the Employer to prevent employees from becoming members of the Union.

B. In the stores operated by the Nashville Marketing Area in the state of Kentucky, the following shop condition shall prevail:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

C. The parties recognize that Tennessee and Alabama laws prohibit a Union Shop agreement. However, if during the life of this Agreement, Federal or State statutes are changed either by a court of competent jurisdiction or an act of the respective legislatures, then the provisions of Article 4(B) will become effective where so permitted.

D. The Employer shall deduct monies weekly from the pay of employees in the bargaining unit who individually certify in

writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local 1995 on a weekly basis. The authorization for such deductions may be revoked on any anniversary date of the authorization or on the expiration day of any collective bargaining agreement between the Employer and the Union by written notice to the Employer and the Union ten (10) days prior to such anniversary date or such expiration date.

E. The Employer will make deductions weekly from employees who have signed an Active Ballot Club Check-off Card, and the money collected will be forwarded to the President of UFCW Local 1995 at the conclusion of each operating quarter.

F. Once each week the Employer will notify the Union in writing of all employees hired, laid off, terminated, reinstated, or permanently transferred into this bargaining unit within the previous week showing name, home address, store, social security number, employee work number, date of birth and job title.

G. The Union card and/or decal shall be displayed in all stores covered by this Agreement. This card and/or decal shall remain the property of the Union and may be removed by the Union at any time.

ARTICLE 5.

MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be

exercised with due regard for the rights of the employees, and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 6.

NON-DISCRIMINATION

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

ARTICLE 7.

DISPUTE PROCEDURE

A. The Union shall have the right to designate stewards for each store. The store stewards so designated shall not exceed four (4) per store, one (1) to act as Meat/Seafood/Deli steward, one (1) to act as Food/Drug/GM steward, and up to two (2) to act as alternate stewards. The store stewards shall perform their duties with the least inconvenience to the Employer as possible.

The Union shall have the authority to submit grievances to arbitration and to withdraw and settle grievances.

The parties recognize the employee's right to appeal any decision not to arbitrate to the Executive Board of the Union, therefore, the Employer and the Union agree to extend the thirty (30) day time period referred to in Deadlocks/Arbitrations when necessary, to allow for the review of such decision. Any grievance arising out of scheduling must be presented by Saturday noon of the week the schedule is posted by the employee involved; otherwise, said employee will be deemed not to have a valid grievance.

B. Representation: Stewards or business representatives may be present during all interrogations of employees in the

bargaining unit if the employee desires. Employees will be informed by management of their right to have a Union representative present at any interview that could lead to disciplinary action. Store management will attempt to contact the Business Representative prior to discipline occurring which will result in discharge. The Business Representative will determine if he/she will be present at the store for the interview and disciplinary action or designate the steward to handle. If the Business Representative cannot be contacted, Store Management can decide to proceed with the steward or wait until communication has been established with the Business Representative.

C. The value and importance of full disclosure and open discussions about issues that may arise between the parties during the term of this Agreement, and/or a properly filed grievance under this Article is appreciated. Therefore, the parties pledge to conduct themselves in a manner conducive to a harmonious relationship, attempting to rectify and/or clear up misunderstandings and/or properly filed grievances. Should there be any grievance, dispute or complaint over the interpretation or application of the contents of this Agreement, there shall be an earnest effort by the parties to settle the matter promptly. The following steps shall be followed:

- Step 1. A Step I meeting will be held within fourteen (14) days of receipt of a grievance, by conference between the aggrieved employee, the steward, or both, and the Unit Manager. Written answer will be given to the steward and the business representative within seven (7) days of Step I meeting. Grievance settlements at Step 1 are non-precedent setting. A business representative may be requested to be present at the hearing.
- Step 2. After receiving a written answer from Step I, the business representative may request a Step II

meeting with the zone manager. The request must be made in writing, and the Step II meeting will be held within twenty-one (21) days of receipt of written request. Grievance settlements at Step 2 are non-precedent setting. Grievances heard at the 2nd step shall be answered in writing to the business representative within fourteen (14) days of the hearing. If complaints aren't settled in Step 2, they may be referred to Step 3 as outlined below

- Step 3. The Step 3 Committee will have one (1) chairperson and one (1) committee member designated by the appropriate officer of the UFCW Local 1995 and the other chairperson and committee member designated by the Director of Labor Relations of Kroger Limited Partnership I, Nashville KMA. Based on the facts presented, the committee shall make a decision on each grievance. Such Committee shall have power to settle the grievance, and such settlement shall be final. Decisions made at the 3rd step shall be reduced to writing and shall be communicated to the grievant and the presenters within forty-eight (48) hours of the hearing. Meetings of the Committee will be held as needed and at such places as its Chairpersons may elect.

Deadlocks/Arbitrations

In the event the Committee named in Step 3 cannot reach agreement on a case before it, such case may be deadlocked. In that event, either party may submit the deadlocked issue to arbitration. If arbitration is requested, the request must be made to the Federal Mediation and Conciliation Service (FMCS) for a panel of fifteen (15) arbitrators within thirty (30) days of receiving a Step 3

Committee's deadlocked decision.

The party requesting arbitration must notify the other party of such request. Said notice must be in writing with a copy of the FMCS form attached.

Upon receiving the list of arbitrators from the FMCS, the parties shall strike names until there is only one (1) remaining name on the list. A flip of a coin shall determine which party strikes the first name from the list.

Either party may reject the first list of arbitrators and request a second list from the FMCS. The party requesting the second list must notify the other party of such action. The rejection of the first list must be made within ten (10) days of receipt of the first list. Upon receipt of the second list of arbitrators, the party shall select an arbitrator as provided for in paragraph three (3) above.

Arbitrator's Binding Decision

The decision of an arbitrator so selected shall be binding upon all parties to the arbitration. All of the fees, costs and expenses of the arbitration shall be borne equally.

Time Limits/Reduction to Writing

Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented in writing later than twenty-one (21) days after the occurrence of the grievance. All grievances and answers to grievances shall be reduced to writing. Time limits may be extended only by mutual consent of the parties so indicated in writing.

The Employer shall not discharge any employee without just cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee

and to the Union, except that no warning notice need be given to an employee before he is discharged if the cause for such discharge is dishonesty, drunkenness, proven flagrant off the job misconduct, recklessness resulting in serious accident while on duty, or selling, exchange or possession, or being under the influence of illegal drugs or alcohol on the job or while being on company property, and flagrant customer discourtesy. Discharge must be by proper notice to the employee and the Union affected. The discharged employee may file a written grievance within ten (10) days of such notice asserting the discharge was improper. The Union may also, at its discretion, file a written complaint within ten (10) days of receipt of such notice asserting the discharge was improper.

ARTICLE 8.

NO STRIKE, NO LOCKOUT

During the term hereof, the Union agrees that there shall be no strike called by the Union. The Employer agrees that there shall be no lockout ordered by the Employer. No employees shall be required to cross a legal labor picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, it shall discuss such action with the Employer.

ARTICLE 9.

OTHER WORK

A. Employees shall perform any work which the manager of the store or zone manager may direct in accordance with the seniority provisions of this contract, with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work, he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff.

B. Any employee relieving a Department Head for three (3) scheduled workdays in a workweek shall receive the rate

of pay of the employee relieved or his/her own rate, whichever is greater for the time spent on relief.

C. Department Heads will not be considered supervisors as defined by the Act. However, it is understood that department head duties and responsibilities include supervising, training, leading, directing, planning, goal setting and other supervisory functions with the exception of administering discipline.

ARTICLE 10. WORKING CONDITIONS

A. Part-time employees and Courtesy Clerks will be scheduled for a minimum guaranteed schedule of eighteen (18) hours per week provided the employee reports for work on time and remains available to work the posted schedule. A part-time employee or Courtesy Clerk who has not previously worked that week may be called in on Saturday to work hours from the time called in until the time of store closing.

It is understood that these eighteen (18) hour schedules will not be subject to the claiming provisions of this agreement.

B. All employees who are instructed to report for work shall be guaranteed at least four (4) hours pay if available for work. These hours are not subject to any claiming provisions in this agreement.

C. No employee will be given a polygraph examination or similar type test.

D. An unpaid meal period of one (1) hour will be allowed each day. No employee will be required to work in excess of five (5) hours without a meal period provided, however, employees working part-time hours may omit lunch periods on shifts of six (6) hours or less. Employees may take lunch periods of less than one (1) hour where mutually agreed. This will be decided in each store separately.

E. All employees shall be given a fifteen (15) minute rest period for each four (4) hours or half shift worked, not to exceed two (2) rest periods per day. The Employer will make every effort possible to give such breaks in the middle of the half shift.

F. For all employees hired prior to 7/5/87 the basic workweek shall be forty (40) hours per week to be worked in five (5) days, Monday through Saturday, except in holiday weeks when the workweek shall be thirty-two (32) hours to be worked in four (4) days, Monday through Saturday exclusive of the holiday.

G. For all employees hired prior to 7/5/87, work performed on Sundays and designated holidays will be paid at time and one half (1 1/2).

H. The basic work week for employees hired on or after 7/5/87 will be Sunday through Saturday.

I. Full-time employees who work on their scheduled day off will receive time and one-half (1 1/2) for all hours worked on that day. Full-time employees scheduled more than five days in their basic workweek will receive time and one half (1 1/2) for all hours worked beyond day five in their basic workweek. Employees who become full time after 11-1-97 may volunteer to work more than five days without incurring such overtime.

The normal work day shall be eight (8) hours except the employee may work one (1) nine hour day per week without incurring overtime. The employer will make every effort to schedule full time shifts for eight (8) hours. However, all work in excess of the above hours will be paid at time and one-half (1 1/2) the regular rate of pay provided the employee completed one full nine (9) hour shift during that basic workweek.

Part-time employees will be paid time and one half (1 1/2) their regular rate for all hours worked over forty (40) in a week or for all hours worked on a seventh day in a week - whichever is greater.

J. There shall be no split shift schedule for employees.

K. The hours for each employee shall be scheduled by the employer. A schedule for all employees shall be posted by noon on Friday (indicating at least the employee's first initial and last name) for the succeeding week, and such schedule will not be changed during the week without consent of the employee, unless such requirement is necessitated because of sickness or emergency. (Emergency means strike, fire, flood, etc...) There shall be no staggering of hours to avoid payment of overtime. If an employee is required to work outside of his schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

Any grievances arising out of scheduling must be presented by Saturday noon of the week the schedule is posted by the employee involved; otherwise said employee will be deemed not to have a valid grievance.

K.1. The Employer agrees to give senior full time food department employees within a store preference for a choice of full time shifts within their job assignment, thus allowing senior employees to work a preferred shift. It is understood that food department employees referenced here may prefer a store clerk's shift if it is at least an eight (8) hour shift within the food department employee's job assignment.

The employer may change the shifts available within job assignments as needed. Employees cannot prefer a job assignment, but only shifts within the job assignment to which they are assigned.

Eligible employees can prefer shifts by day except in the job assignment of Day Grocery where they can exercise their rights to prefer a Day Grocery schedule only once every six months, unless they themselves have been preferred out of their job. (i.e., if they prefer the overall schedule assigned to the dairy job, then they

would likely stay in the dairy job for at least six (6) months before they can again prefer, even if the schedules change due to a business change.)

K.2. Any full-time employee (who was full-time on January 1, 1972-Food; January 24, 1981-Meat) who work more than two nights per week past 6:00 p.m. shall be paid time and one-half (1 1/2) the regular rate for all hours worked between 6:00 p.m. and 6:00 a.m. beginning with the third night worked in any one week. This provision does not apply to any employees scheduled for night stock work, night checker work, primarily baking work or who otherwise desire such shifts.

L. Premium pay will not be pyramided and will not be paid more than once for the same hours of work, but only the amount more favorable to the employee will be paid.

M. FOR EMPLOYEES HIRED PRIOR TO 7/5/87
Sunday/Holiday Work

1. A list will be posted for employees hired prior to 7/5/87 to volunteer for Sunday work. This list will be posted by period.
2. When the situation exists that sufficient volunteers and employees with Sunday in the basic workweek is inadequate, employees hired prior to 7/5/87 will be drafted by inverse seniority within their department.(Departments are Meat, Deli, Drug/GM and Food.)

Scheduling Sunday Work

- * A volunteer list for Sunday work should be posted by period and employees hired prior to 7/5/87, whose Sunday is outside the basic workweek, are eligible to sign.

- * Volunteers should be scheduled first.
 - * Employees who were hired on or after 7/5/87 should be scheduled second.
 - * If there is a need for additional people to work on Sunday, employees hired prior to 7/5/87 who did not sign the volunteer list should be scheduled by inverse seniority within their department. (Departments are Meat, Deli, Drug/GM and Food.)
3. Employees hired prior to 7/5/87 who sign the volunteer list should be scheduled at least six (6) hours (if they so desire) on Sunday before an employee hired on or after 7/5/87 receives more than six (6) hours.

The above should assist in scheduling employees hired on or after 7/5/87 as many hours as needed on Sunday.

4. All work performed on Sundays by employees hired prior to 7/5/87 will be paid at time and one half.
5. Holiday work will be scheduled by the same principle as Sunday work, but on a separate volunteer list, also posted the period preceding the period in which the holiday falls.
6. All work performed on holidays by employees hired prior to 7/5/87 will be paid at time and one-half in addition to holiday pay.
7. Any employee who signs the volunteer list for Sunday work cannot get off the list during the period. Anyone desiring volunteer work on Sunday after

list is in effect must wait until next posting for volunteer Sunday work or volunteer holiday work.

8. The lists established in 1994 for Meat department, Deli department and Food department employees who had consistently worked eight (8) hours on Sunday will be maintained and to the extent the shifts are available those employees will continue to work eight (8) hour shifts if the employee so desires.

N. Uniforms and tools deemed necessary by the employer for its employees, will be furnished by the employer. Employees are responsible for any and all reasonable care. Uniforms will be replaced as deemed necessary by the employer, provided the old uniforms are turned in for replacement.

O. Employees will be paid the Nashville Marketing Area's current mileage reimbursement rate for additional mileage incurred in transit from one city or area to another for the relieving of vacations, illness or for the convenience of the employer. If overnight stay is required, the Nashville Marketing Area's travel expense reimbursement plan in effect at the time will apply. Company policy pertaining to moving expenses of an employee required to move shall remain in effect for the life of this agreement.

P. Unless individually waived by an employee, there shall be a minimum of ten (10) hours off between shift schedules. Employees called back or scheduled back without at least ten (10) hours off between shifts will receive time and one-half (1 1/2) for all hours worked on the shift. (Exception is night stock work for purposes of Sunday work only.)

Q. If any city, county or state requires any health examination as a condition of continued employment, the Employer and the Union shall meet and negotiate on the amount the Employer will pay for such exams, etc.

R. During general elections, employees shall be granted time off to vote without pay but not more than two (2) hours, provided the employee is registered to vote and the time off is necessary.

ARTICLE 11.

HOLIDAY WORK

The following holiday schedule shall apply:

A. For employees hired on or before September 1, 1984, the following days will be considered holidays:

- 1) New Years Day
- 2) July 4
- 3) Labor Day
- 4) Thanksgiving
- 5) Christmas Day
- 6) Monday following first week vacation
- 7) Birthday
- 8) Anniversary date of employment

B. For employees hired after September 1, 1984, and on or before July 5, 1987, the following days will be considered holidays:

- 1) New Years Day
- 2) July 4
- 3) Labor Day
- 4) Thanksgiving
- 5) Christmas Day
- 6) Monday following first week vacation

All employees eligible for the 6th, 7th and 8th holidays should take such holidays on a day mutually agreeable to the employer and the employee within four weeks of the actual date. The holiday must

be agreed to at least five (5) weeks prior to the actual date or it will be observed on the date it occurs. Once the day has been selected all holiday provisions will apply for that week.

C. When employees hired after July 5, 1987, and on or before November 1, 1997, have completed one (1) year of service, the following days will be considered holidays:

- 1) New Years Day
- 2) July 4
- 3) Labor Day
- 4) Thanksgiving
- 5) Christmas Day

D. Employees hired after November 1, 1997, become eligible for two (2) personal holidays after completing one (1) year of service. The employee will become eligible for one (1) additional personal holiday per year for each additional year of service to a maximum of five (5) personal holidays.

E. If any earned holiday occurs during an employee's paid vacation, he shall receive one (1) extra day in addition to his vacation or a day's pay in lieu thereof.

All employees must work the scheduled workday before, the scheduled workday after, and the holiday itself if scheduled to work, unless the absence is due to proven illness of the employee or the absence is excused by the Employer, provided he works any part of the holiday week to be eligible to receive holiday pay.

Full time employees will receive eight (8) hours holiday pay. Part time employees will receive five (5) hours holiday pay.

F. The employer retains the right to limit the number of employees off within any one week.

G. There will be no work scheduled on Christmas. All stores will close at 6:00 p.m. on Christmas Eve except in any city where major competition remains open beyond 6:00 p.m.

ARTICLE 12.

SENIORITY

A. On layoffs and recall from layoffs, the principle of seniority shall apply. Seniority will be applied in the following order: By department (for employees with a full time seniority date on or before November 1, 1997) - Store; Zone within a City; City; Geographical Area and Marketing Area and shall be determined on the length of service of the employee within his area, with regard to his experience and ability to perform the work. For all other employees - Store; Zone within a City; City; Geographical Area and Marketing Area and shall be determined on length of service of the employee within his area with regard to his experience and ability to the perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Agreed upon seniority lists shall be established and maintained and such records shall be available to the Union at all times giving due regard to seniority. The Union shall be notified of any permanent transfers or promotions except to non-bargaining unit positions. Any dispute over whether the Employer has given due regard to seniority as set forth above, shall be subject to the dispute procedure. To establish order on the seniority list for employees starting work on the same day, the alphabetic character of the last name (on the starting date) will be used. Employees who are promoted from courtesy clerk to part-time or from part-time to full-time on the same day, order of seniority shall remain in the same sequence as in the previous classification.

Any employee with a full time seniority date on or before 11-1-97 will not be required to work outside their department.

WHAT ARE THE STORES WITHIN A CITY

- * Nashville
502, 515, 518, 520, 533, 537, 574, 845, 866, 511,
514, 541, 547, 842, 843, 851, 880, 884, 888, 895,
896, 527, 550

- * Mt. Juliet
590

- * Smyrna
553, 554

- * Murfreesboro
521, 529, 532, 539

- * Lebanon
557

- * Sparta
572

- * Cookeville
893

- * Franklin
526, 528, 576

- * Hendersonville
519

- * Hopkinsville
522

- * Madisonville
563

- * Powderly
873

- * Springfield
575

- * Gallatin
897

- * Knoxville
506, 513, 516, 524,
525, 530, 531, 558,
581, 848, 867, 870,
886

- * Sevierville
510

- * Pigeon Forge
536

- * Oak Ridge
598

- * Crossville
599

* Dickson 523	* Alcoa 862
* Clarksville 540, 544, 582	* Harriman 891
* Bowling Green 509, 535, 585	* Athens 856
* Huntsville 508, 517, 849 887, 552	* Shelbyville 859
* Decherd 503	* Lawrenceburg 868
* Columbia 507	* McMinnville 892
* Tullahoma 561	* Hartselle 894
* Lewisburg 534	* Madison, AL 505
* Decatur 854	

B. Seniority shall be considered broken if an employee is justly discharged by the Employer, if he voluntarily quits, (three (3) days absence without proper notice), if he has been laid off continuously for a period of more than six (6) months, if he has been reduced to courtesy clerk continuously for a period of more than six (6) months, if he is called back to work after a layoff by registered letter to his last known address and does not report for work within one (1) week or if he does not comply with the terms of a leave of absence.

C. It is agreed that full time employees laid off in one store can accept a layoff or take part-time hours on the respective seniority list in that store or exercise his or her seniority to claim the last job on the respective seniority list pertaining to that city, then to the area. An employee refusing said job will relinquish all claims to that job, but will maintain his or her full time seniority as per Article 12, paragraph B above.

D. It is further agreed that full time employees laid off because of the lowest seniority status in an area may accept a lay-off or exercise his or her seniority to claim the last job on the respective seniority list pertaining to the KMA. An employee refusing said job will relinquish all claims to that job, but will maintain his or her seniority as per Article 12, paragraph B above. If inequities occur for an employee with a full time seniority date on or before November 1, 1997, the parties will meet and work together to find mutually agreeable alternatives.

E. Employees on the full time seniority list who are involuntarily reduced below forty (40) hours have the right to displace the least senior forty (40) hour person in the respective seniority area and seniority list not more than once each six (6) months but does not automatically have a right to go back to his last store. (See paragraph A and N of this Article.)

F. If a part time employee does not work for one (1) week or would be laid off due to a store closing, that employee may replace the least senior part time employee in the appropriate seniority area per paragraph A of this Article or be considered for any future openings in the appropriate seniority area per paragraph A of this Article based on the employee's seniority date. Full time employees shall have seniority over part time employees. Part time employees who are qualified and available (other than student) shall be given preference for full time employment over applicants with no previous experience.

G. An employee permanently transferred to a different seniority area will be placed on the seniority list according to his length of service.

H. During the first sixty (60) calendar days, employees shall be probationary and have no seniority, provided, however, after sixty (60) calendar days the employee will be placed on the respective seniority list with seniority accruing from date the employee was last hired.

I. All employees with a full time seniority date who have been in the employ of the Company for a period of six (6) months or more shall be given one (1) week's notice in case of a layoff and one (1) week's notice or one (1) week's pay in lieu thereof in case of separation. This shall not apply in cases of dishonesty, drinking on the job, being under the influence of liquor on the job, gross insubordination, discourtesy to customers, selling or being under the influence of illegal drugs while on Company property or proven flagrant off the job misconduct .
In a general layoff or where inequities exist, the Employer and the Union will meet and such arrangements worked out will be final and binding on all parties.

J. The Union store stewards (not alternates) will be the last employee transferred or laid off from a store.

K. When employees who have a full time seniority date on or before November 1, 1997 object to night stock work, the night stock work shall be assigned by seniority within his store beginning with the least senior full-time (40 hour) stock clerk on his respective seniority list.

L. Full time employees within a store may transfer from night work to the day shift when vacancies occur on the basis of seniority. The employee will be given a two (2) week trial and training period. If at the end of such time the employee is not qual-

ified, he will be returned to his previously held position on the night crew. Employees may exercise their rights to move no more than once every six (6) months.

Employees on nights who exercise their rights in this paragraph would fall into the second order of filling vacancies - one job assignment to another within a store. If there were no requests from another city and the night stock worker was the most senior person in the store requesting the vacancy, then he/she would fill the vacancy according to the language in this paragraph.

M. The Employer may schedule night stockers four (4) ten (10) hour shifts, not necessarily consecutive, without incurring daily overtime.

N. The parties agree to the following geographical/seniority areas as referenced in Article 12, "A":

#1

502, 511, 514, 515, 518, 519, 520, 521, 526, 527, 528, 529, 532, 533, 535, 537, 539, 541, 547, 553, 554, 557, 574, 576, 590, 842, 843, 845, 851, 866, 880, 884, 888, 895, 896, 509, 522, 523, 540, 544, 550, 563, 575, 582, 585, 873, 897

#2

506, 510, 513, 516, 524, 525, 530, 531, 536, 558, 598, 599, 848, 862, 867, 870, 581, 886, 891

#3

503, 507, 534, 561, 572, 859, 868, 892, 893

#4

505, 508, 849, 854, 856, 887, 894, 517, 552

O. Full Time Employee Transfer Requests: In the matter of full time Employee requests for transfers, a written request should be sent to Human Resources with a copy to the union. Such request will be maintained for six (6) months. Transfers will be granted when a vacancy exists, provided the employee is qualified

and available to perform the work. When there's more than one (1) transfer request under consideration, transfers will be filled by seniority in the following order:

1. one city to another
2. one job assignment to another within a store
3. one store to another within a city

Where inequities exist, the Union and the Employer will meet to work out an equitable solution.

A vacancy shall be defined as any full time (normally scheduled forty (40) hour) employee leaving the store.

The Company and the Union agree that the following should be considered when filling a vacancy:

- The desire of both parties is to create and maintain the greatest number of full time jobs possible.
- The need to examine all aspects of managing the business, for example:
 - * Current sales trends
 - * Margins of contribution
 - * Current customer demands

When inequities exist, the parties agree to meet and work out an equitable solution.

P. Employer Transfers: In the matter of employer transfers for employees with a full-time seniority date on or before 11/1/97, from one department to another, from one store to another or from one job assignment to another within a department, con-

sideration will be given to the employee's wishes. Where experience and ability are reasonably equal, an employee having seniority may elect not to transfer.

Q. Transfers From Other KMAs.

The following will apply for employees who transfer from other Kroger divisions to Nashville KMA stores that are covered by this agreement.

Rate of Pay - Effective 5/5/96, a Kroger associate transferring into a UFCW Local 1995 collective bargaining agreement in the Nashville KMA will be given a rate of pay commensurate with their date of hire and hours worked in accordance with the contract that covers their ongoing employment. Hours worked in their previous Kroger location or contract will be applied toward their date of next increase in the same manner.

Pension - Effective 5/5/96, a Kroger associate transferring into a UFCW Local 1995 bargaining agreement in the Nashville KMA will have pension contributions made on their behalf the month following the month in which they transfer, provided they have met the qualifications outlined in the contract that covers their ongoing employment. Date of hire and hours worked at their previous location or contract will be applied to the qualifications outlined for pension contributions in the contract to which they are transferring.

Health and Welfare - Effective 5/1/96, a Kroger associate transferring into a UFCW Local 1995 collective bargaining agreement in the Nashville KMA will have Health and Welfare contributions made on their behalf the month following the month in which they transfer, unless the employee is transferring from a fund which requires continued contributions after the employee transfers. If this is the case, Health and Welfare contributions will be made on their behalf the month following the month their existing contributions terminate. Contributions will be made provided

employees have met the qualifications outlined in the contract that covers their ongoing employment. Date of hire and hours worked at their previous location or contract will be applied to the qualification for health and welfare contributions in the contract to which they are transferring.

Seniority Date - Effective 5/5/96, a Kroger associate transferring into a UFCW Local 1995 collective bargaining agreement in the Nashville KMA will be given a seniority date the same as their date of transfer.

Kroger will retain the right to accept or deny these transfer requests, and these practices will apply unless otherwise specified in the existing collective bargaining agreement.

The principals outlined above with respect to rate of pay, seniority date, Pension and Health and Welfare also apply to employees with full-time seniority dates on or before November 1, 1997 who transfer from one department to another.

ARTICLE 13. COURTESY CLERKS

A. The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carryout service; takes care of salvage and returnable containers; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, and cleaning as may be required. When openings occur for full time or part time clerks, Courtesy Clerks shall be given consideration to fill such openings. Promotions from Courtesy Clerk to part-time will go to the next higher rate of pay.

B. The following list of duties for Courtesy Clerks as a definition of duties to be followed in all stores:

1. To provide service to our customers.
 - Sort, bag, and package sold merchandise.
 - Provide carryout service and work pickup lane.
2. Return bascarts to store and clean parking lot area.
3. Fill bag racks - can go to storage area for bags and bring to front.
4. Handle salvage from checkout lanes only.
5. Cleaning.
 - Floor in and around checkout lanes.
 - Mopping of spill areas.
 - Removing wax buildup around gondola legs.
6. To check price of item.
7. Can return merchandise to shelf left by customers at checklane.
8. Can clean restrooms and breakrooms.
9. Sweep the sales floor and clean incidental spills during business hours.

Everything above and beyond these duties will be considered a violation of the "Courtesy Clerk Duties."

The Courtesy Clerks' service shall not be considered in determining his or her rate of pay upon promotion to part time or full time clerk.

All hours worked on Sundays and holidays by Courtesy Clerks hired prior to 7/5/87 will be outside the basic workweek and will be paid for at time and one-half (1 1/2) the employee's straight-time hourly rate.

Courtesy Clerks will be scheduled hours in accordance with availability and seniority on a weekly basis by classification up to forty (40) hours per week, and will continue to be excluded from qualifying as a full time employee as long as they stay in the Courtesy Clerk classification.

It is agreed that a violation of the duties of the Courtesy Clerk in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store when the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this section shall be paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.
3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store shall be considered separately.

C. The following will outline our agreement concerning treatment of Courtesy Clerks who are promoted to Clerks, reduced back to Courtesy Clerk, and subsequently promoted again to Clerk in the area of Health and Welfare payments and wage progression.

If Health and Welfare contributions were being made in behalf of an employee at the time that employee is reduced from covered status to Courtesy Clerk, those contributions will be reinstated should that employee be restored to covered status. These contributions will commence effective first of the month following the restoration of the employee to covered status.

When an employee is restored to Clerk status, that employee will be returned to the wage rate enjoyed at the time of the transfer from Clerk to Courtesy Clerk. The employee will be credited with past time worked at that rate and progress from that point.

ARTICLE 14.

DEPARTMENT MANAGERS

A. In the matter of promotions and transfers within the bargaining unit, where experience and ability are reasonably equal, the employee having the greatest seniority shall receive preference. Additionally, permanent vacancies for the positions of Customer Service Manager, Grocery Department Manager, Assistant Grocery Manager (Nights), Produce Department Manager, Market Manager, Deli Manager, and Drug/GM Manager will be posted in each store within the seniority area where the opening will exist. Such list will be of uniform size and will remain on the employee bulletin board for a period of three (3) days. (Drug/GM Manager may sign postings and be given consideration for Assistant Grocery Manager (Nights) or Grocery Department Manager positions.)

AN EMPLOYEE WHO DESIRES CONSIDERATION FOR DEPARTMENT HEAD TRAINING SHALL NOTIFY THE STORE MANAGER AND BUSINESS REPRESENTATIVE IN WRITING.

It is understood that the Employer shall have the right to promote or transfer an existing department head (if the department head agrees) to a vacancy and then post that vacancy. It is further understood that the Store Manager/Zone Manager will keep the business representative informed at all times.

B. The volume classifications of Grocery Department Manager, Assistant Grocery Manager (Nights), Produce Department Manager, Customer Service Manager, Drug/GM Manager, Market Manager, and Deli Manager will be determined and maintained based upon the 13 prior Kroger periods ending with the 3rd period of each year of this agreement. When a new appointment is made, the new appointee shall work for a maximum of thirty (30) days to qualify.

C. In future appointments of Assistant Grocery Manager (Nights), the Employer may choose to transfer an Assistant Grocery Manager (Nights) from another store, or assign this duty to the Grocery Department Manager, or appoint a new Assistant Grocery Manager (Nights), at the Employer option.

D. The current practice on demotions will continue as follows:

- a. Unsatisfactory performance will be documented and brought to the attention of the department head and the business representative.
- b. Corrective measures will be established with the department head and a period of time for improvement will also be established.
- c. A review of progress will be made at expiration of time period allotted for improvement. (Results will be covered with department head at this time.)

Demotions will occur after steps a, b, and c have been performed. During each step, the store manager will make every effort to work with the department head to achieve satisfactory improvement.

E. In the event a department head is demoted or voluntarily steps down and that results in a hardship on the department, the Union and the Employer agree to meet and work out an equitable solution.

ARTICLE 15. WORK OPPORTUNITIES

A. Employees who have a full time seniority date on or before November 1, 1997, will be entitled to the day's schedule of work with the most hours within their basic work week up to forty

(40) hours and within their department in accordance with their seniority, availability, and ability to perform the work required.

B. All employees except those who have a full-time seniority date on or before November 1, 1997, will be entitled to the week's schedule of work with the most hours within the store in accordance with their seniority, availability, and ability to perform the work required so as to create and maintain the greatest number of full-time jobs in keeping with current sales trends, margins of contribution and customer demands.

C. Where additional hours in a store become necessary to schedule due to employee's absence, increased volume, etc., it will be done by seniority as defined in Article 12-A within the terms of this contract. Employees will not necessarily be called in unless the additional hours are four (4) hours or more.

D. Overtime goes to the employees who work in that job assignment, by seniority.

E. When a permanent full-time vacancy exists for an Experienced Meat Clerk job assignment such vacancy shall be posted in each store within the seniority area. The experienced clerk test will be given by seniority to the employees who sign the experienced clerk posting. An employee who passes the test and is awarded an opening will be placed on the appropriate experienced clerk rate.

ARTICLE 16. BARGAINING UNIT WORK

A. All work and services connected with or incidental to the handling or selling of merchandise (except beverages, soft drinks, beer, bread and cake items (except private label products), milk and dairy products (except private label products), cookies, crackers, and snacks (except private label products), party foods,

specialties and gourmet foods, Breyers Ice Cream, Tony's Pizza, cigars and tobacco, magazines, L'eggs Hosiery, greeting cards, Grissoms Salad, Martha White Flour and Meal) offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the bargaining unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode bargaining unit employment during the life of this Agreement. It is understood that greeting cards and pet supplies products may be stocked by the suppliers of those products provided the product lines are not distributed to the stores through a Kroger distribution system.

B. Store management will not be scheduled to do work normally performed by members of the bargaining unit. It is recognized that from time to time circumstances may arise that such work is necessary. Supervisory employees may perform work in cases of emergencies beyond the control of the Employer, including work when an employee fails to report as scheduled. It is also agreed that this restriction does not apply to the present practice of building of displays, or other work now performed by them, nor does it apply to those items stocked by outside vendors.

C. The employer may utilize any vendor store assistance which is available to the trade without additional cost in Drug/GM department.

The parties further agree that all other understandings and practices regarding Drug/GM departments and Meat and Deli departments will continue.

D. If new jobs are necessary during the life of this agreement, the parties will meet to determine into which job assignment they will be included or determine if a new job assignment should be added.

ARTICLE 17. VACATIONS

A. All employees hired prior to 7/5/87 will be entitled to vacations according to the following schedule. Continuous employment means from most recent date of hire.

- 1 year continuous service - 1 week
- 3 years continuous service - 2 weeks
- 8 years continuous service - 3 weeks
- 13 years continuous service - 4 weeks
- 20 years continuous service - 5 weeks

B. For all employees hired on or after 7/5/87:

- 1 year continuous service - 1 week
- 3 years continuous service - 2 weeks
- 8 years continuous service - 3 weeks

C. Part-time employees will be given vacations with pay based on the number of hours worked in the past year divided by fifty-two (52).

D. Choice of vacations for employees who have a full-time seniority date on or before 11/1/97 will be by seniority within their department, dependent upon the needs of the business. (Refer to Article 12)

E. Vacations will be administered in accordance with the following conditions:

1. Eligibility for an employee's first vacation (one week) and for subsequent increases in vacations (i.e., two weeks,

three weeks, four weeks, five weeks) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment anniversary date and the end of the year in which it occurs. Where necessary, vacations due in November or December may be carried over to January of the next year.

2. After an employee has qualified for his first one week vacation, he automatically qualifies for future one week vacations as of January 1 of each year.

3. After an employee has qualified for additional vacation, he automatically qualifies for that vacation as of January 1 of each year.

4. Vacations must be taken during the calendar year unless, due to an emergency, management finds it necessary to request postponement.

5. Vacation pay will be paid in advance.

6. If an employee who has not taken vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reasons other than dishonesty, he will receive his vacation pay at the time of leaving. If an employee dies before receiving a vacation which he has earned, his estate is entitled to his vacation pay.

7. Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leave totaling more than ninety (90) days in a calendar year shall have the following affect upon vacation earned in that year.

Leaves of more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth (1/4); leaves of more than

180 days but not over 270 days shall reduce vacation and vacation pay by one-half (1/2); leaves of more than 270 days shall disqualify for vacation.

8. Determination of Vacation Pay:

- A. Hourly paid employees who worked 40 hours a week in at least forty (40) weeks or who were not laid off for more than thirty (30) working days during the anniversary year or calendar year in which their vacation was earned, will be paid their current straight-time earnings for their regularly scheduled workweek.

In determining whether an employee has worked forty (40) or more weeks at 40 hours a week, count weeks not worked because of paid vacations or approved leaves of absence (including sick leave) as weeks so worked.

- B. The weekly vacation pay of a full-time employee who worked 40 hours a week in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at his current hourly rate for the average number of hours per week he worked during the anniversary or calendar year in which the vacation was earned.

To determine the average number of hours worked per week, divide the total hours worked during his anniversary or calendar year by the number of weeks in the year; exclude from this divisor weeks off the job because of paid vacation, sick leave, or other authorized leave of absence.

9. Employees may be requested to split vacations which will keep part of their vacation out of the peak vacation seasons.

NOTE: Where a substantial number of employees are entitled to long vacations, some split vacations are essential if more than just a few are to share in the vacation weeks available during the summer months.

10. A. The Employer will post a schedule showing the employees who are eligible for vacation and the amount for the following year by December 1 of each year.

B. Employees who have a full-time seniority date on or before November 1, 1997 must select their choice of vacation by February 15 of each year. All other employees must select their choice of vacation dates by March 1 of each year, however, in the event of a conflict in schedules, seniority shall be the controlling factor.

C. Any employee who has not made a choice by March 1 of any year (for any portion of his vacation time) cannot later bump another employee for the vacation time they had listed as of March 1 of each year. No change shall be made after March 15 of each year except by agreement of the employee involved, the Employer and the Union. The Store Manager and Store Steward will work together to insure that all vacations are properly scheduled by March 15.

11. An employee who takes a vacation during the month of January or February is eligible for one (1) week of vacation incentive. The employee may receive a week's vacation pay

instead of taking one of their additional weeks of vacation. The employee may receive this pay any time during the year. By February 15 the employee must declare their desire to receive this incentive anytime in the year.

12. Any employee who is eligible for two (2) weeks of vacation can use one of these weeks as flexible vacation days. Any employee who is eligible for three (3) or more weeks can use up to two (2) of these weeks as flexible vacation days. The employee should designate by January 31st of each year if they choose to do this. Days to be taken as flexible vacation days must be scheduled in advance at a time that is mutually agreeable with the employer.

The employee will be paid any flexible vacation not used in a calendar year on the first week of December of each year.

An employee will not be able to use their flexible vacation day on the day before, the day of, and the day after any major holiday (New Years, Christmas, Thanksgiving, Labor Day, July 4).

ARTICLE 18. LEAVES OF ABSENCE

A. Request for leaves of absence for more than fourteen (14) days must be made by the employee in writing to the Employer's Human Resources Department with a copy to the Union. Such requests must be made at least two (2) weeks prior to the desired date of leave, except in cases of sickness or injury or as otherwise specified below:

B. Personal Leave: Employees with one (1) year of service may be granted a personal leave of absence not to exceed thirty (30) days. The Employer will not arbitrarily deny such request. Time spent on an approved personal leave will be counted as time worked for length of service increases.

C. Educational Leave: An employee may be granted an educational leave of absence without pay for up to a maximum of six (6) months in a calendar year.

An employee desiring such leave for purposes of taking a semester to complete academic requirements or to protect seniority (in event of going home for the summer) shall make a written request to the Store Manager with a copy to the Union at least two (2) weeks prior to the date of the desired leave. The written request must outline details of request, including specific reasons and dates involved.

An approved educational leave of absence will not be counted a time worked for length of service increases.

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

An employee's leave (sickness or injury) may be extended up to an additional six (6) months if the employee's medical prognosis indicates the employee may be able to return to work within the six (6) months. (Leaves of absence may be granted to full time employees who sustain on the job injury up to three (3) years.)

E. Injury on the Job: A full-time employee with one (1) or more years continuous service shall be allowed a maximum of one (1) week's leave of absence with pay in any one (1) calendar year for injury or injuries sustained on the job provided the accident is reported promptly to management and provided the employee is treated by the Employer's designated physician.

Full-time employees with less than one (1) year's service and part-time employees will be paid for scheduled hours through the day of the injury.

F. Military Leave: Military leaves will be given in accordance with applicable federal laws.

G. Union Business: The Employer will grant the necessary leave of absence without pay for employees appointed to or elected to Union office, or a delegate to a Union activity. Such leave in no case shall exceed two (2) terms or six (6) years maximum.

H. Funeral Leave: Up to three (3) days leave with pay shall be granted for time necessarily lost from work in the event of a death in the immediate family of any full-time employee, provided that the employee attends the funeral. In no case, however, will the employee receive more than his basic weekly pay. By immediate family is meant parent, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, or any other relative residing with the employee.

I. Part-time employees with one (1) or more years of continuous service will, under the same conditions and stipulations in the above paragraph, receive pro-rata funeral pay to be determined by averaging the hours worked on the days in question for the previous four (4) weeks.

J. If any full time employee is called for jury service, said employee shall be excused from work in order to serve and shall be paid for all hours of work that are excused. Employees may have to report back to work depending on the time they are dismissed each day of service. This will be determined by the following:

When an employee is dismissed, he/she will call the store and see if management wants him/her to report. If it is determined that the

employee should report for work, their work shift will end at no more than nine (9) hours later than they reported for jury service that day.

If any employee is subpoenaed or requested as a witness by the Company for Company business, such service will be considered time worked.

Any employee serving on a duly constituted jury or appearing in court and/or the police department on behalf of the Employer will be paid for hours necessarily absent from work. Such pay shall not exceed the employee's basic weekly pay.

The employee shall notify the Employer promptly of any such necessary arrangements.

K. Any employee required to appear in legal proceedings on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to the proceeding from the store, and shall be reimbursed for parking fees resulting from parking for such proceedings. Parking receipt must be presented to receive reimbursement.

L. Time spent on leave of absence will not be counted as time worked for the purpose of contract benefits except as otherwise specifically provided therein, but will not result in loss of seniority. Failure to follow the terms of the leave of absence or to report back to work at the end of the leave, or to accept gainful employment elsewhere (other than Union business, or light employment outside the retail grocery industry, but not for the purpose of trying out for another job) while on leave shall result in the employee being considered a voluntary quit.

M. The Employer agrees to comply with the terms and provisions of the Family Medical Leave Act.

ARTICLE 19.

RECORDING TIME

A. Employees will be responsible for recording all work performed, breaks and lunches on time clocks and will be paid in accordance with such time records.

When requested to do so, the Employer shall make such records available to an authorized representative of the Union for examination.

B. The Employer and the Union agree that working before recording time in or after time out may subject such an employee to disciplinary action up to and including discharge.

C. When an employee fails to record time on the time clock, or when the time clock records an error on the employee's time record, the employee shall report such failure or error to store management, or designate as authorized, who shall insert the proper time in ink, on the time record and initial it, and the employee shall also initial said time record.

ARTICLE 20.

SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules, or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

ARTICLE 21.

EMPLOYEE DEFINITIONS

A. Full Time: A current employee who has a full time seniority date on or before 11-1-97 will be considered a full time

employee. An employee who is hired for full-time work and is normally scheduled forty (40) hours per week shall be considered to be a full-time employee. Any other employee who averages thirty-eight (38) hours per week for twelve (12) consecutive weeks shall also be a full-time employee. Exception: A day school student whose hours are increased during the summer (week in which June 15 falls through the week in which September 15 falls) will not be reviewed for classification as a full time employee until October 15. If he/she is still working at that time, has met all the qualifications for a full time employee, and has averaged thirty-eight (38) hours per week during the four (4) weeks preceding October 15, he/she will be classified as a full time employee.

A1. Employees on full time seniority lists (which includes regular employees - food agreement) on or before 11/1/97 is the group referred to here as "full time on or before 11/1/97". Within thirty (30) days of ratification the Union and the Employer will agree who in Drug/GM has a full time seniority date.

B. Part Time: An employee who is hired for part-time work and all other employees who have not averaged thirty-eight (38) hours a week for twelve consecutive weeks shall be considered to be a part-time employee. Any full-time employee whose seniority date is after 11/1/97 who averages less than thirty-eight (38) hours per week for twelve (12) consecutive weeks shall also be considered to be a part-time employee.

For employees whose full time seniority date is after 11/1/97 and who voluntarily make themselves unavailable for less than 38 hours a week and works less than thirty-eight (38) hours a week for one full Kroger period will be reduced to part-time and will accept a rate of pay and benefits commensurate with the part-time provisions of this agreement.

C. It is agreed that this criteria calling for "twelve (12) weeks up" and "twelve (12) weeks down" shall be separate periods.

of time and that no week's work shall be included in both sets of twelve (12) consecutive weeks.

D. Disqualification: For employees with a full-time seniority date on or before 11/1/97, an individual shall lose their full time status if:

- (1) He/She is discharged.
- (2) He/She voluntarily quits.
- (3) He/She is permanently laid off.
- (4) He/She has been reduced at his/her voluntary request or makes himself/herself unavailable to work less than twenty-six (26) hours a week for one full Kroger period.

For all full-time employees, sickness, excused absence or temporary layoff shall not be reasons for disqualification.

Once separated from full-time status in accordance with one of the above, an employee has suffered a break in service, and he/she must requalify. If he/she does so they will obtain a new full-time seniority date.

E. Departments in this agreement are defined as follows:

Meat
Deli
Drug/GM
Food

F. Job Assignments for people with a full time seniority date on or before 11/1/97:

Customer Service Manager	Drug/GM Manager
Asst. Customer Service Manager	Asst. Drug/GM Manager
Office	Drug/GM Clerk
Floor Supervisor	Lead Video Clerk
Time and Attendance	Market Manager

Checker
Courtesy Clerk
Grocery Department Manager
Asst. Grocery Manager (Nights)
Day Grocery (Non-Food in
Non-Combo Stores)
Back Door Receiver
Scan Coordinator
Night Grocery
Floor Maintenance
Night Checker
Produce Department Manager
Asst. Produce Department Manager
Produce Clerk
Lead Floral
Floral
Salad Bar
Nutrition

Assistant Market Manager
Experienced Meat Clerk
Meat Clerk
Deli Department Manager
Assistant Deli Manager
Deli Clerk
Chef

F.1 The titles of Cosmeticians and Drug/GM Receivers will be red-circled. As current Cosmeticians and Drug/GM Receivers leave or are promoted, the titles of Cosmetician and/or Drug/GM Receiver will no longer exist in that particular store.

Cosmeticians and Drug/GM Receivers will fall under the job assignment of Drug/GM Clerk but will not suffer a reduction in their wage rate as a result of this change.

Cosmeticians and Drug/GM Receivers may be considered for the new assignment of Assistant Drug/GM Manager. It is understood, however, that the individual who has normally filled in for the Drug/GM Manager during absences, leaves of absence and vacations will be awarded the Assistant Drug/GM Manager position in each store.

F.2 Job assignments for employees who do not have a full time seniority date on or before 11-1-97:

- Store Clerk
- Courtesy Clerk
- Lead Clerk Positions
- Assistant Department Managers
- Department Managers
- Experienced Meat Clerk
- Chef
- Fuel Center Clerk

F.3 FUEL CENTER CLERK: Effective March 1, 2000, the classification of Fuel Center Clerk is added to the contract.

A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.

The terms of the collective bargaining agreement shall apply, except as specifically changed below. It is understood that insurance and pension benefits will not be provided to the Fuel Center Clerk.

A Fuel Center Clerk, after one year service, shall be given preference by seniority, together with ability, and availability, should an opening occur for a Store Clerk position. A Fuel Center Clerk who transfers into the store will have his/her seniority date as a Fuel Center Clerk as his/her seniority date as a Store Clerk for all contract purposes.

Once transferring into a Store Clerk position, a Fuel Center Clerk will not suffer a reduction in pay and all other provisions of the contract shall apply.

Store Clerks interested in transferring to the Fuel Center Clerk classification shall put their interest in writing to the Store Manager

with a copy to the Union. Transfers will be handled in accordance with Article 12.

Wages - The starting rate for this classification shall be Level II. The employer shall appoint a Lead Fuel Center Clerk at each location for each staffed Fuel Center.

Experience credit will apply per Article 26, paragraph B.

ARTICLE 22. **HEALTH AND WELFARE**

A. **Plan A**

Effective *May 1, 1998 for hours worked through April 1998 employees shall qualify for Health and Welfare contributions on the following basis:

- a) Employees must have six (6) months of continuous service before they begin to qualify for Health and Welfare contributions.
- b) After completion of six (6) months service, and the qualifying period, the employer will make the part time contribution and the employee will be covered by the part time plan in accordance with the Summary Plan Description (SPD) for a period of eighteen (18) months from the date of eligibility for coverage.
- c) After completion of the eighteen (18) months (in b above) the eligible employee will be covered by the full time or part time plan based on their average hours. (Employer to contribute the appropriate full time or part time contribution amount.).
- d) The Employer will contribute to the Trust Fund \$75.04 for all eligible part time employees, who have worked an aver-

age of eighteen (18) hours or more per week for the twelve (12) consecutive weeks immediately preceding the first of any month. Courtesy Clerks are excluded from contributions and coverage. Effective 1-1-98 Students who have access to other coverage are also excluded.

- e) The Employer shall contribute to the Trust Fund \$319.09 for all eligible employees who have worked an average of thirty-two (32) hours per week for the twelve (12) consecutive weeks immediately preceding the first of any month.
- f) All payments to the Trust Fund are to be made by the 15th of the month.

A.1 Plan B

- a) Effective 3/1/2000 employees who achieve full-time status per definition in Article 21, shall have access to Plan B, the first of the second month following the completion of twelve (12) weeks of employment. Disqualification from this plan of full-time benefits shall be in accordance with provisions in Article 22, paragraph A, subsection (e) (average less than 32 hours per week the twelve [12] consecutive weeks immediately preceding the first of any month.). The employer contribution shall be \$272.73. Bridge back to Plan A after 36 contributions at the Plan B contribution rates.

Employees on the payroll as of 3/1/2000 who have had thirteen or more consecutive part time contributions made on their behalf will continue to have access to plan "A" benefits per Article 22, paragraph A.

- b) Part-time employees hired after 3/1/2000 will continue to qualify per Article 22, paragraph A, subsections (a) and (d). However, they will also be required to average 22.5 hours per week. Employees who qualify after 3/1/2000

shall have Plan B benefits for part-time employees. The employer contribution shall be \$92.81.

Part-time employees eligible for Health and Welfare coverage as of 3/1/2000 who subsequently qualify for full time coverage for Plan B shall revert to Plan A part time coverage in the event they disqualify for full time Plan B contributions.

A.2 The employer will provide four (4) Maintenance of Benefit reviews and payments in the amounts of 6% on July 1, 2000; July 1, 2001; July 1, 2002; and 5% on July 1, 2003. (The July 1, 2000 increase will not be implemented for Plan B part time employees, but will be added to the increase called for July 1, 2001 for a total of 12% on that date). Payment rates and schedules as follows:

	<u>PLAN A</u>		<u>PLAN B</u>		
		<u>FT</u>	<u>PT</u>	<u>FT</u>	<u>PT</u>
Effective 7/1/00 (6%)		338.24	79.54	289.09	92.81
Effective 7/1/01 (6%)		358.53	84.31	306.44	103.95(12%)
Effective 7/1/02 (6%)		380.04	89.37	324.83	110.19
Effective 7/1/03 (5%)		399.04	93.84	341.07	115.70

B. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of termination of employment, for any cause - contribution will be paid through the month of termination.
2. Sick or accident leave (including Worker's Compensation) continued for a maximum of one (1) year. (Part time - 6 months)
3. Urgent and compelling personal leaves - up to 30 days (no extension) - continued through month of leave.
4. Union business leave - continued through the end of the month in which the leave begins.
5. Education leave - continued through the end of the month in which the leave begins.
6. Military leave - continued through the end of the month in which the leave begins.

7. Temporary layoff - continued through the end of the month following the month in which the layoff occurs.

C. Health and Welfare contributions which have been discontinued due to a leave of absence as provided in paragraph B above will be resumed for employees for the first of the month following the employee's return from such leave.

D. When an employee fails to qualify for a full time contribution the Employer will make a part time contribution, provided the employee meets the qualification for a part time contribution.

RETIREES - Meat/Seafood & Deli

The employer will contribute \$61.00 per month on behalf of Meat, Seafood, and Deli employees who are officially approved for retirement benefits after February 1, 1978. Such contributions will be made to the UFCW and Employers Health and Welfare Fund. (Effective May 4, 1998, to ID #58-6041907) Said contributions will be effective on the date pension benefits commence except the Employer will not make a retiree contribution for the same month a contribution is required as an active employee. To be eligible for retiree contributions the employee must be on the company payroll at the time the pension is filed. Contributions to the Trust Fund shall be discontinued whichever of the following occurs first:

1. The month immediately following the death of the retiree.
2. The month immediately following the retirees becoming eligible for Medicare benefits or comparable benefits under another employers plan.

The parties recognize that the past dramatic increase in Health and Welfare cost has limited the amount of money available for other purposes. Therefore, it is the intention of the parties to have all eligible employees covered by this agreement to be participants in one (1) Health and Welfare Fund (UFCW Local 1995 and Employers

Health and Welfare Fund, ID No. E.I.N. 58-6041907, which is jointly administered as provided in the Trust Agreement) by May 4, 1998 and provide a comparable plan of benefits.

ARTICLE 23.

PENSION - FOOD AND DRUG/GM EMPLOYEES

hired on or before November 1, 1997

A. The Employer agrees to contribute to the jointly administered Trust Fund (the United Food and Commercial Workers Unions and Employers Pension Fund) the sum of thirty-five cents (35¢) per hour for all hours paid up to forty (40) hours a week for eligible employees in the bargaining unit herein described (with the understanding that the thirty-five cents (35¢) per hour contribution will provide the same or an improved benefit level compared to the existing forty cents (40¢) contribution rate). Contributions will commence in behalf of an employee after the employee has completed twelve (12) months of continuous service. Hours paid shall include paid hours of vacation, holidays and other hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month.

B. The contribution provided for in (1) hereof shall be for the purpose of providing such pension benefits for eligible employees, including employees of the Trust Fund, as shall be determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement which shall be agreed upon and executed by the parties hereto and attached to this Agreement. For the purpose of this paragraph, Trustees shall not be considered employees of the Trust Fund.

C. The Trust Agreement and Pension Plan established pursuant to this Agreement shall receive and maintain Treasury Department approval and qualify for the tax exemption provided for by the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder.

D. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

PENSION -MEAT/SEAFOOD.
DELI/BAKERY/CHEESE EMPLOYEES
hired on or before November 1, 1997

A. The Employer shall pay one hundred one dollars and seventy cents (\$101.70) per month for employees (Deli or Meat Department) who have completed twelve (12) full months of service and have worked an average of twenty-eight (28) hours or more per week (112 hours per month) for the previous month into the United Food and Commercial Workers Union and Industry Pension Fund. The first contributions under this section shall be due and payable by the twentieth (20th) of the month following initial liability.

A.1. For employees hired after 5/29/94 the contribution is fifty-nine dollars and fifty cents (\$59.50). After five (5) years the contribution will increase to \$101.70. Qualifier will be the same as outlined in A above.

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

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

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

E. If for any reason the United States Treasury Department withholds approval and rulings satisfactory to the Employer, the parties to this Agreement agree the contributions shall be placed in escrow until a Plan is approved and becomes effective.

F. In case of compensable injuries, the Employer will make contributions for six (6) months, including the month in which the injury occurred.

G. The Company will agree to a contribution rate increase as determined by the Fund Trustees, if such an increase is required in order to maintain the level of primary benefits now in effect.

PENSION - All employees hired after November 1, 1997.

Pursuant to the rules of eligibility outlined in the previous paragraphs in this article the employer will make the appropriate contributions on behalf of all new employees. Employees hired after November 1, 1997 will be reviewed prior to their first anniversary of service to determine where they work the majority of hours. Each employee will then be designated for pension contribution

purposes. (Meat and Deli (United Food and Commercial Workers Union and Industry Pension Fund); all other employees (the United Food and Commercial Workers Union and Employers Pension Fund.)

ARTICLE 24. TECHNOLOGICAL CHANGE

The Employer and the Union recognizes that technological change involving certain automated equipment is now available to the retail food industry, particularly as it pertains to the Universal Product Code and electronic checkout equipment. In recognition of this, the parties agree that:

1. Where installation of such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer sixty (60) days prior to installation.
2. The Employer has the right to install such equipment.
3. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
4. Where full-time employees would be displaced by such installation the Employer will make every effort to affect a transfer.
5. If a full-time employee is not retrained or transferred and would be displaced as a direct result of major technological changes, as defined above, then the employee would qualify for separation pay if:

- (a) The employee had two (2) or more years full-time service.
 - (b) Does not refuse a transfer within a fifty (50) mile radius.
 - (c) Does not refuse to be retrained.
 - (d) Such action does not occur more than six (6) months from date of installation.
 - (e) Does not voluntarily terminate employment.
6. Severance pay would be paid at the rate of one (1) week's pay for each year of full-time service in excess of two (2) years not to exceed eight (8) weeks.
7. Severance pay would equate the average number of hours worked the four (4) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

ARTICLE 25. STORE CLOSING

A. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pro rata vacation and severance pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees up to, but not to exceed, eight (8) weeks pay at their current rate. However, these employees who have an incomplete year of continuous service as an employee will receive pro rate severance pay for that year as follows:

- 0 - 3 months equals twenty-five percent (25%) of a week's pay.
- 3 - 6 months equals fifty percent (50%) of a week's pay.
- 6 - 9 months equals seventy-five percent (75%) of a week's pay.
- Over 9 months equals one week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

Employees terminated as a result of store closing shall receive in addition to severance pay, pro rata vacation pay.

The Employer shall continue contributions to the Pension and Health and Welfare Funds for three (3) full months following termination, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Funds.

All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

The Employer agrees to give to the employee and the Union sixty (60) days notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the store closes or forfeits his or her rights under this Article, unless mutually agreed to by the Employer, employee and the Union.

No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, or remodeling, then this Article shall not apply.

No benefits shall accrue under the terms of this Article if the employee refuses a transfer within a twenty-five (25) mile radius.

Any employee who is terminated and who is eligible for and accepts severance pay forfeits all seniority and recall rights. An employee who does not accept severance pay shall retain his recall rights for a period of six (6) months, and if still not recalled by the Employer, shall then receive his or her severance pay and has no further recall rights.

B. During the life of this contract, it may be necessary for the Employer to request modifications to economic clauses in the contract, to keep from making it necessary to close a store. It is understood that the Union Executive Board and the affected membership in the store must vote to accept the modifications. It would not therefore affect the contract for all other stores covered thereunder.

ARTICLE 26.

WAGES

A. Rates of pay and pay schedules as set forth in Wage Schedule "A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

B. Previous proven comparable experience in only nationally recognized chain food stores shall be the determination of the employees rate of pay. Previous experience must be stated at the time of employment and shown on the application for employment, otherwise the employee forfeits any claim under this provision. Previous experience will be limited to within 5 years (1st 30 days Company verify). If problem is identified, the Company will notify the Union. (Union has 45 days to verify.) Any verified experience during 45 days would be granted without retroactivity.

C. The new or remodeled stores classified jobs will be reviewed based on last twelve (12) of the first fourteen (14) weeks sales. Any rate adjustment based on reclassification will be retroactive to the date of the store opening or major remodeling.

D. Night Premium - Fifty cents (50¢) per hour in addition to the full time employees regular straight time hourly rate will be paid for all hours worked on a shift starting at 9:00 p.m. through 4:00 a.m. All other employees will be paid night premium for all hours worked between 12:00 a.m. midnight and 6:00 a.m.

E. Regularly scheduled full-time night stock employees and night checkers will start at the 4th level of the appropriate full-time wage scale and then progress accordingly. These employees may stock any merchandise anywhere in the store.

F. The following assistant department manager/lead positions and premiums on their personal rate will exist: Assistant Customer Service Manager (25¢ per hour); Assistant Produce Manager (25¢ per hour); Asst. Drug/GM Manager (25¢ per hour); Assistant Deli Manager (25¢ per hour) (for all those appointed prior to 11/1/97 with a premium above 25¢ per hour will maintain that premium as long as they remain an Assistant Deli Manager); a Lead Floral Attendant (25¢ per hour) in each store with a floral department, and a Lead Video Clerk (25¢ per hour) in stores with a video shop. Assistant Market Managers appointed after May 29, 1994 who are not journeyman or boxman (25¢ per hour); (Stores with Service Seafood will have 2 Assistant Market Managers). Lead Fuel Center Clerks (25¢ per hour) at each location with a staffed Fuel Center.

In all future appointments for Assistant Department Managers and lead positions where experience and ability are reasonably equal, the employee having the greatest seniority shall receive preference. Premium pay will be included in all hours paid, including holiday and vacation.

The premiums listed above will increase as follows:

12/16/01	12/15/02	12/14/03
from	from	from
25¢ to 30¢	30¢ to 35¢	35¢ to 40¢

G. An employee qualifying for a full-time seniority date will move from their current rate of pay to the next higher rate on the full-time progression and progress accordingly. The rate change will occur the week following the 12th week used in the qualifying calculation.

H. Meat Seafood employees (Journeymen, Boxmen, Former Head Seafood Clerks and Full Time top rate employees) who were red-circled in the last Meat agreement will continue to be red-circled for the life of this agreement.

I. If the Minimum Wage surpasses any rate in this Agreement, the parties agree to meet and negotiate changes to the effected rates.

J. Part time employees prior to 11-1-97 will continue to progress through their current part time wage schedule. Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60. Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

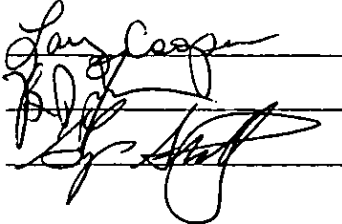
ARTICLE 27. EXPIRATION

A. This Agreement shall continue in effect from January 31, 2000 through May 15, 2004, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other at least sixty (60) days prior to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

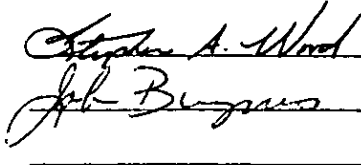
All new provisions of this Agreement, other than wage rates, or unless specifically specified herein, are to become effective the week following signing of this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 15th day of January, 2001

FOR THE UNION:



FOR THE EMPLOYER:



SCHEDULE "A" WAGES

The following stores will exist in each Wage Zone:

Zone 1. 502, 515, 518, 520, 521, 529, 532, 533, 537, 539, 553, 554, 574, 845, 866, 511, 514, 526, 528, 541, 547, 576, 842, 843, 851, 880, 884, 888, 895, 896, 519, 527, 550, 897, 506, 513, 516, 524, 525, 530, 531, 558, 581, 598, 848, 862, 867, 870, 886

Zone 2. 557, 572, 590, 893, 509, 522, 523 535, 540, 544, 563, 575, 582, 585, 510, 536, 599, 891

Zone 3. 505, 508, 517, 552, 849, 854, 856, 887

Zone 4. **873, 503, 507, 534, 561, 859, 868, 892, 894

** Article 26D does not apply.

SCHEDULE "A" WAGES

Increases for Existing Employees

All current full time employees in a full time wage progression on or before 11/1/97 will continue to progress to the top rate in effect on 10/31/97 according to their date of hire, wage schedule and wage zone.

The following rate increases will apply to the personal rate of full time employees on the old top tier and to red circled employees. The following increases will also apply to the top rate (full time) progression in the existing Meat/Deli (except Chefs) agreement, Food agreement and Drug/GM agreement.

Wage Zones	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
<u>1, 2, 3 & 4</u>	25¢	40¢	20¢	20¢

Increases for Department Managers

The Sunday following ratification department volumes for Meat and Deli will convert to store volumes. No Meat Market Manager or Deli Manager will suffer a reduction in rate as a result of this initial reclassification.

The following increases apply to Meat Market Managers, Deli Managers, Grocery Managers, Produce Managers, Customer Service Managers, and Assistant Grocery Manager - Nights in all wages zones.

Wage Zones	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
<u>1, 2, 3 & 4</u>	25¢	40¢	20¢	20¢

Drug/GM Managers

Wage Zones	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
<u>1, 2, 3 & 4</u>	40¢	65¢	20¢	20¢

SCHEDULE "A" WAGES

Wage schedule for employees who become full time after November 1, 1997:

	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Start	5.50		
Level I	6.00		
Level II	6.50		
Level III	6.75		
Level IV	7.00		
Level V	7.25		
Level VI	7.50		
Level VII	7.75		
Level VIII	8.25		
Level IX	8.75		
Level X	9.25	9.40	9.60
			9.80

Employees will progress one level for each six months of service.

Wage Zones 3 and 4 top rate of pay will be at Level IX. Level IX for Wage Zones 3 and 4 will increase as follows:

<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
8.90	9.10	9.30

SCHEDULE "A" WAGES

Wage schedule for all part-time employees:

Start	5.20	Courtesy Clerks	\$5.15
Level I	5.35		
Level II	5.85		
Level III	6.00		
Level IV	6.30		
Level V	6.50		
Level VI	6.75		
Level VII	7.50		

Employees will progress one level for each nine months of service.

When an employee qualifies as full time they go to the next higher rate on the full time wage schedule and progress accordingly.

Wage Zone 3 and 4 top rate of pay will be at Level VI.

All part time employees (except Courtesy Clerks) hired prior to 11-1-97 will continue to progress through their current part time wage progression. Upon qualifying for full time they will move to the next higher rate on the full time wage progression for those qualifying for full time after 11-1-97 and progress accordingly.

Part-time employees hired on or after 3/1/2000 will receive a one-time lump sum payment of \$150 upon completion of six (6) months of service. Part-time employees hired prior to 3/1/2000 who remain employed through September 2, 2000 will also qualify for a one time lump sum payment of \$150.00. Payments in this paragraph are less legal deductions.

WAGE ZONE I

Stores: 502, 506, 511, 513, 514, 515, 516, 518, 519, 520, 521, 524, 525, 526, 527,
528, 529, 530, 531, 532, 533, 537, 539, 541, 547, 550, 553, 554, 558, 574, 576, 581, 598,
842, 843, 845, 848, 851, 862, 866, 867, 870, 880, 884, 886, 888, 895, 896, 897

DEPARTMENT MANAGERS

Weekly Store Volume	<u>12/17/00</u>	<u>12/18/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Meat Market Manager				
Under 300,000	\$14.66	\$15.06	\$15.26	\$15.46
300,000 - 399,999	\$14.94	\$15.34	\$15.54	\$15.74
400,000 - 499,999	\$15.04	\$15.44	\$15.64	\$15.84
500,000 - 699,999	\$15.19	\$15.59	\$15.79	\$15.99
700,000 & Over	\$15.31	\$15.71	\$15.91	\$16.11
Food Department Manager (Grocery, Produce and Customer Service)				
Under 300,000	\$13.80	\$14.20	\$14.40	\$14.60
300,000 - 399,999	\$13.90	\$14.30	\$14.50	\$14.70
400,000 - 499,999	\$14.00	\$14.40	\$14.60	\$14.80
500,000 - 699,999	\$14.25	\$14.65	\$14.85	\$15.05
700,000 & Over	\$14.30	\$14.70	\$14.90	\$15.10
Deli Department Manager				
Under 300,000	\$13.10	\$13.50	\$13.70	\$13.90
300,000 - 399,999	\$13.40	\$13.80	\$14.00	\$14.20
400,000 - 499,999	\$13.65	\$14.05	\$14.25	\$14.45
500,000 - 699,999	\$14.05	\$14.45	\$14.65	\$14.85
700,000 & Over	\$14.25	\$14.65	\$14.85	\$15.05
Drug/GM Department Manager				
Under 300,000	\$11.75	\$12.40	\$12.60	\$12.80
300,000 - 399,999	\$11.85	\$12.50	\$12.70	\$12.90
400,000 - 499,999	\$12.30	\$12.95	\$13.15	\$13.35
500,000 - 699,999	\$12.35	\$13.00	\$13.20	\$13.40
700,000 & Over	\$12.45	\$13.10	\$13.30	\$13.50
Assistant Grocery Manager (Nights)				
Under 300,000	\$12.75	\$13.15	\$13.35	\$13.55
300,000 - 399,999	\$12.85	\$13.25	\$13.45	\$13.65
400,000 - 499,999	\$12.95	\$13.35	\$13.55	\$13.75
500,000 - 699,999	\$13.20	\$13.60	\$13.80	\$14.00
700,000 & Over	\$13.25	\$13.65	\$13.85	\$14.05

WAGE ZONE I

Stores: 502, 506, 511, 513, 514, 515, 516, 518, 519, 520, 521, 524, 525, 526, 527,
528, 529, 530, 531, 532, 533, 537, 539, 541, 547, 550, 553, 554, 558, 574, 576, 581, 598,
842, 843, 845, 848, 851, 862, 866, 867, 870, 880, 884, 886, 888, 895, 896, 897

DEPARTMENT MANAGERS

Weekly Store Volume	12/17/00	12/18/01	12/15/02	12/14/03
Meat Market Manager				
Under 300,000	\$14.68	\$15.08	\$15.26	\$15.46
300,000 - 399,999	\$14.94	\$15.34	\$15.54	\$15.74
400,000 - 499,999	\$15.04	\$15.44	\$15.64	\$15.84
500,000 - 699,999	\$15.19	\$15.59	\$15.79	\$15.99
700,000 & Over	\$15.31	\$15.71	\$15.91	\$18.11
Food Department Manager (Grocery, Produce and Customer Service)				
Under 300,000	\$13.80	\$14.20	\$14.40	\$14.60
300,000 - 399,999	\$13.90	\$14.30	\$14.50	\$14.70
400,000 - 499,999	\$14.00	\$14.40	\$14.60	\$14.80
500,000 - 699,999	\$14.25	\$14.65	\$14.85	\$15.05
700,000 & Over	\$14.30	\$14.70	\$14.90	\$15.10
Del Department Manager				
Under 300,000	\$13.10	\$13.50	\$13.70	\$13.90
300,000 - 399,999	\$13.40	\$13.80	\$14.00	\$14.20
400,000 - 499,999	\$13.65	\$14.05	\$14.25	\$14.45
500,000 - 699,999	\$14.05	\$14.45	\$14.85	\$14.85
700,000 & Over	\$14.25	\$14.65	\$14.85	\$15.05
Drug/GM Department Manager				
Under 300,000	\$11.75	\$12.40	\$12.60	\$12.80
300,000 - 399,999	\$11.85	\$12.50	\$12.70	\$12.90
400,000 - 499,999	\$12.30	\$12.95	\$13.15	\$13.35
500,000 - 699,999	\$12.35	\$13.00	\$13.20	\$13.40
700,000 & Over	\$12.45	\$13.10	\$13.30	\$13.50
Assistant Grocery Manager (Nights)				
Under 300,000	\$12.75	\$13.15	\$13.35	\$13.55
300,000 - 399,999	\$12.85	\$13.25	\$13.45	\$13.85
400,000 - 499,999	\$12.95	\$13.35	\$13.55	\$13.75
500,000 - 699,999	\$13.20	\$13.60	\$13.80	\$14.00
700,000 & Over	\$13.25	\$13.65	\$13.85	\$14.05

WAGE ZONE III

Stores: 505, 508, 517, 552, 849, 854, 856, 887

DEPARTMENT MANAGERS

Weekly Store Volume	12/17/00	12/16/01	12/15/02	12/14/03
Meat Market Manager				
Under 300,000	\$14.46	\$14.86	\$15.06	\$15.26
300,000 - 399,999	\$14.74	\$15.14	\$15.34	\$15.54
400,000 - 499,999	\$14.84	\$15.24	\$15.44	\$15.64
500,000 - 699,999	\$14.99	\$15.39	\$15.59	\$15.79
700,000 & Over	\$15.11	\$15.51	\$15.71	\$15.91
Food Department Manager (Grocery, Produce and Customer Service)				
Under 300,000	\$13.55	\$13.95	\$14.15	\$14.35
300,000 - 399,999	\$13.65	\$14.05	\$14.25	\$14.45
400,000 - 499,999	\$13.75	\$14.15	\$14.35	\$14.55
500,000 - 699,999	\$14.00	\$14.40	\$14.60	\$14.80
700,000 & Over	\$14.05	\$14.45	\$14.65	\$14.85
Deli Department Manager				
Under 300,000	\$12.41	\$12.81	\$13.01	\$13.21
300,000 - 399,999	\$12.46	\$12.86	\$13.06	\$13.26
400,000 - 499,999	\$12.46	\$12.86	\$13.06	\$13.26
500,000 - 699,999	\$12.61	\$13.01	\$13.21	\$13.41
700,000 & Over	\$12.61	\$13.21	\$13.41	\$13.61
Drug/GM Department Manager				
Under 300,000	\$11.75	\$12.40	\$12.60	\$12.80
300,000 - 399,999	\$11.85	\$12.50	\$12.70	\$12.90
400,000 - 499,999	\$12.30	\$12.95	\$13.15	\$13.35
500,000 - 699,999	\$12.35	\$13.00	\$13.20	\$13.40
700,000 & Over	\$12.45	\$13.10	\$13.30	\$13.50
Assistant Grocery Manager (Nights)				
Under 300,000	\$12.50	\$12.90	\$13.10	\$13.30
300,000 - 399,999	\$12.60	\$13.00	\$13.20	\$13.40
400,000 - 499,999	\$12.70	\$13.10	\$13.30	\$13.50
500,000 - 699,999	\$12.95	\$13.35	\$13.55	\$13.75
700,000 & Over	\$13.00	\$13.40	\$13.60	\$13.80

WAGE ZONE IV

Stores: 503, 507, 534, 561, 859, 868, 873, 892, 894

DEPARTMENT MANAGERS

Weekly Store Volume	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Meat Market Manager				
Under 300,000	\$14.51	\$14.91	\$15.11	\$15.31
300,000 - 399,999	\$14.79	\$15.19	\$15.39	\$15.59
400,000 - 499,999	\$14.84	\$15.24	\$15.44	\$15.64
500,000 - 699,999	\$15.04	\$15.44	\$15.64	\$15.84
700,000 & Over	\$15.16	\$15.56	\$15.76	\$15.96
Food Department Manager (Grocery, Produce and Customer Service)				
Under 300,000	\$13.46	\$13.66	\$14.06	\$14.26
300,000 - 399,999	\$13.56	\$13.66	\$14.16	\$14.36
400,000 - 499,999	\$13.66	\$14.06	\$14.26	\$14.46
500,000 - 699,999	\$13.91	\$14.31	\$14.51	\$14.71
700,000 & Over	\$13.96	\$14.36	\$14.56	\$14.76
Deli Department Manager				
Under 300,000	\$12.46	\$12.66	\$13.06	\$13.26
300,000 - 399,999	\$12.51	\$12.91	\$13.11	\$13.31
400,000 - 499,999	\$12.51	\$12.91	\$13.11	\$13.31
500,000 - 699,999	\$12.66	\$13.06	\$13.26	\$13.46
700,000 & Over	\$12.66	\$13.26	\$13.46	\$13.66
Drug/GM Department Manager				
Under 300,000	\$11.75	\$12.40	\$12.60	\$12.80
300,000 - 399,999	\$11.85	\$12.50	\$12.70	\$12.90
400,000 - 499,999	\$12.30	\$12.95	\$13.15	\$13.35
500,000 - 699,999	\$12.35	\$13.00	\$13.20	\$13.40
700,000 & Over	\$12.45	\$13.10	\$13.30	\$13.50
Assistant Grocery Manager (Nights)				
Under 300,000	\$12.41	\$12.81	\$13.01	\$13.21
300,000 - 399,999	\$12.51	\$12.91	\$13.11	\$13.31
400,000 - 499,999	\$12.61	\$13.01	\$13.21	\$13.41
500,000 - 699,999	\$12.86	\$13.26	\$13.46	\$13.66
700,000 & Over	\$12.91	\$13.31	\$13.51	\$13.71

WAGE SCHEDULE:

Employees on a full time wage progression on or before 11/1/87

Food Departments: Zones I, II, III, and IV (Except 873 Powderly) (Grocery, Produce and Customer Service)

	12/17/00	12/18/01	12/15/02	12/14/03
Clerks hired on or after 8/1/84:				
Start	\$5.50	\$5.50	\$5.50	\$5.50
6 months	\$6.00	\$6.00	\$6.00	\$6.00
12 months	\$6.50	\$6.50	\$6.50	\$6.50
18 months	\$7.55	\$7.55	\$7.55	\$7.55
24 months	\$8.00	\$8.00	\$8.00	\$8.00
30 months	\$9.95	\$10.35	\$10.55	\$10.75
Clerks on old top rate:				
Zone I	\$12.23	\$12.83	\$12.83	\$13.03
Zone II	\$12.08	\$12.48	\$12.88	\$12.88
Zone III	\$11.98	\$12.38	\$12.58	\$12.78
Zone IV	\$11.89	\$12.29	\$12.49	\$12.69
Drug/GM Department: Zones I, II, III, and IV				
Drug/GM Clerks				
Start	\$5.15	\$5.15	\$5.15	\$5.15
6 months	\$5.20	\$5.20	\$5.20	\$5.20
12 months	\$5.25	\$5.25	\$5.25	\$5.25
18 months	\$8.55	\$8.95	\$9.15	\$9.35
Cosmetician Title				
Start	\$5.15	\$5.15	\$5.15	\$5.15
6 months	\$5.25	\$5.25	\$5.25	\$5.25
12 months	\$5.75	\$5.75	\$5.75	\$5.75
18 months	\$7.50	\$7.50	\$7.50	\$7.50
24 months	\$7.75	\$7.75	\$7.75	\$7.75
30 months	\$9.20	\$9.60	\$9.80	\$10.00
Receiver Title				
Start	\$5.25	\$5.25	\$5.25	\$5.25
6 months	\$5.50	\$5.50	\$5.50	\$5.50
12 months	\$5.75	\$5.75	\$5.75	\$5.75
18 months	\$6.25	\$6.25	\$6.25	\$6.25
24 months	\$6.50	\$6.50	\$6.50	\$6.50
30 months	\$7.50	\$7.50	\$7.50	\$7.50
36 months	\$7.75	\$7.75	\$7.75	\$7.75
42 months	\$9.45	\$9.85	\$10.05	\$10.25
Red-Circled Employees (hired prior to 12/11/83)				
personal rate	\$10.15	\$10.55	\$10.75	\$10.95
personal rate	\$10.65	\$11.05	\$11.25	\$11.45

WAGE SCHEDULE:

Employees on a full time wage progression on or before 11/1/97

Meat Department:

12/17/00 12/16/01 12/15/02 12/14/03

Zone I

Stores: 502, 508, 511, 513, 514, 515, 516, 518, 519, 520, 521, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 537, 539, 541, 547, 550, 553, 554, 558, 574, 576, 581, 598, 842, 843, 845, 848, 851, 862, 866, 867, 870, 880, 884, 886, 888, 895, 896, 897

Start		\$5.70	\$5.70	\$5.70	\$5.70
6 months		\$5.90	\$5.90	\$5.90	\$5.90
12 months		\$6.10	\$6.10	\$6.10	\$6.10
18 months		\$6.30	\$6.30	\$6.30	\$6.30
24 months		\$6.60	\$6.60	\$6.60	\$6.60
30 months		\$7.00	\$7.00	\$7.00	\$7.00
36 months		\$7.25	\$7.25	\$7.25	\$7.25
42 months		\$8.50	\$8.50	\$8.50	\$8.50
48 months		\$9.95	\$10.35	\$10.55	\$10.75
Experienced Clerk	Start	\$7.50	\$7.50	\$7.50	\$7.50
(Includes employees	6 months	\$8.50	\$8.50	\$8.50	\$8.50
entering the classification	12 months	\$10.05	\$10.45	\$10.65	\$10.85
after 11/1/97)					
Assistant Market Mgr.		\$11.30	\$11.75	\$12.00	\$12.25
(Not Red-Circled, but full time on or before 11/1/97) (premium included)					
Red-Circled Rates	Meat & Deli				
	Journeyman	\$13.57	\$13.97	\$14.17	\$14.37
	Boxman	\$13.70	\$14.10	\$14.30	\$14.50
	Meat Clerk	\$12.03	\$12.43	\$12.63	\$12.83
	Deli Clerk	\$11.88	\$12.28	\$12.48	\$12.68

Zone II

Stores: 510, 522, 523, 536, 540, 544, 557, 563, 572, 575, 582, 590, 599, 891, 893
(see separate table for 509, 535 & 585)

Start		\$5.55	\$5.55	\$5.55	\$5.55
6 months		\$5.75	\$5.75	\$5.75	\$5.75
12 months		\$5.95	\$5.95	\$5.95	\$5.95
18 months		\$6.15	\$6.15	\$6.15	\$6.15
24 months		\$6.45	\$6.45	\$6.45	\$6.45
30 months		\$6.85	\$6.85	\$6.85	\$6.85
36 months		\$7.10	\$7.10	\$7.10	\$7.10
42 months		\$8.35	\$8.35	\$8.35	\$8.35
48 months		\$9.80	\$10.20	\$10.40	\$10.60
Experienced Clerk	Start	\$7.50	\$7.50	\$7.50	\$7.50
(Includes employees	6 months	\$8.25	\$8.25	\$8.25	\$8.25
entering classification	12 months	\$9.80	\$10.20	\$10.40	\$10.60
after 11/1/97)					
Assistant Market Mgr.		\$11.30	\$11.75	\$12.00	\$12.25
(Not Red-Circled, but full time on or before 11/1/97) (premium included)					
Red-Circled Rates	Meat & Deli				
	Journeyman	\$13.42	\$13.82	\$14.02	\$14.22
	Boxman	\$13.55	\$13.95	\$14.15	\$14.35
	Meat Clerk	\$11.88	\$12.28	\$12.48	\$12.68
	Deli Clerk	\$11.73	\$12.13	\$12.33	\$12.53

WAGE SCHEDULE:

Employees on a full time wage progression on or before 11/1/97

Meat Department:

		<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Zone III					
Stores: 505, 508, 517, 552, 849, 854, 856, 887					
	Start	\$5.73	\$5.73	\$5.73	\$5.73
	6 months	\$5.90	\$5.90	\$5.90	\$5.90
	12 months	\$6.07	\$6.07	\$6.07	\$6.07
	18 months	\$6.40	\$6.40	\$6.40	\$6.40
	24 months	\$7.88	\$7.88	\$7.88	\$7.88
	30 months	\$7.98	\$7.98	\$7.98	\$7.98
	36 months	\$9.33	\$9.73	\$9.93	\$10.13
Experienced Clerk	Start	\$7.50	\$7.50	\$7.50	\$7.50
(Includes employees	6 months	\$7.90	\$7.90	\$7.90	\$7.90
entering classification	12 months	\$9.35	\$9.75	\$9.95	\$10.15
after 11/1/97)					
Assistant Market Mgr.		\$11.30	\$11.75	\$12.00	\$12.25
(Not Red-Circled, but full time on or before 11/1/97) (premium included)					
Red-Circled Rates	Meat & Deli				
	Journeyman	\$13.37	\$13.77	\$13.97	\$14.17
	Boxman	\$13.50	\$13.90	\$14.10	\$14.30
	Meat Clerk	\$11.83	\$12.23	\$12.43	\$12.63
	Deli Clerk	\$11.68	\$12.08	\$12.28	\$12.48

Zone IV

Stores: 503, 507, 859, 868, 892 (see separate tables for 534, 561, 873, 894)

	Start	\$5.58	\$5.58	\$5.58	\$5.58
	6 months	\$5.75	\$5.75	\$5.75	\$5.75
	12 months	\$5.92	\$5.92	\$5.92	\$5.92
	18 months	\$6.25	\$6.25	\$6.25	\$6.25
	24 months	\$7.73	\$7.73	\$7.73	\$7.73
	30 months	\$7.83	\$7.83	\$7.83	\$7.83
	36 months	\$9.18	\$9.58	\$9.78	\$9.98
Experienced Clerk	Start	\$7.50	\$7.50	\$7.50	\$7.50
(Includes employees	6 months	\$7.80	\$7.80	\$7.80	\$7.80
entering classification	12 months	\$9.15	\$9.55	\$9.75	\$9.95
after 11/1/97)					
Assistant Market Mgr.		\$11.30	\$11.75	\$12.00	\$12.25
(Not Red-Circled, but full time on or before 11/1/97) (premium included)					
Red-Circled Rates	Meat & Deli				
	Journeyman	\$13.42	\$13.82	\$14.02	\$14.22
	Boxman	\$13.55	\$13.95	\$14.15	\$14.35
	Meat Clerk	\$11.88	\$12.28	\$12.48	\$12.68
	Deli Clerk	\$11.73	\$12.13	\$12.33	\$12.53

WAGE SCHEDULE:

Employees on a full time wage progression on or before 11/1/97

Deli Department:

	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Zone I				
Stores: 502, 506, 511, 513, 514, 515, 516, 518, 519, 520, 521, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 537, 539, 541, 547, 550, 553, 554, 558, 574, 576, 581, 598, 642, 643, 645, 648, 651, 662, 666, 667, 670, 680, 684, 686, 688, 695, 696, 697				
Start	\$5.65	\$5.65	\$5.65	\$5.65
6 months	\$5.85	\$5.85	\$5.85	\$5.85
12 months	\$6.00	\$6.00	\$6.00	\$6.00
18 months	\$6.30	\$6.30	\$6.30	\$6.30
24 months	\$6.60	\$6.60	\$6.60	\$6.60
30 months	\$7.00	\$7.00	\$7.00	\$7.00
36 months	\$7.25	\$7.25	\$7.25	\$7.25
42 months	\$8.50	\$8.50	\$8.50	\$8.50
48 months	\$9.95	\$10.35	\$10.55	\$10.75

Zone II				
Stores: 510, 522, 523, 536, 540, 544, 557, 563, 572, 575, 582, 590, 599, 691, 693 (see separate tables for 509, 535 & 585)				
Start	\$5.50	\$5.50	\$5.50	\$5.50
6 months	\$5.70	\$5.70	\$5.70	\$5.70
12 months	\$5.85	\$5.85	\$5.85	\$5.85
18 months	\$6.15	\$6.15	\$6.15	\$6.15
24 months	\$6.45	\$6.45	\$6.45	\$6.45
30 months	\$6.85	\$6.85	\$6.85	\$6.85
36 months	\$7.10	\$7.10	\$7.10	\$7.10
42 months	\$8.35	\$8.35	\$8.35	\$8.35
48 months	\$9.80	\$10.20	\$10.40	\$10.60

Zone III				
Stores: 505, 508, 517, 552, 649, 654, 656, 687				
Start	\$5.63	\$5.63	\$5.63	\$5.63
6 months	\$5.79	\$5.79	\$5.79	\$5.79
12 months	\$5.95	\$5.95	\$5.95	\$5.95
18 months	\$6.28	\$6.28	\$6.28	\$6.28
24 months	\$7.77	\$7.77	\$7.77	\$7.77
30 months	\$7.87	\$7.87	\$7.87	\$7.87
36 months	\$9.22	\$9.62	\$9.82	\$10.02

Zone IV				
Stores: 503, 507, 659, 668, 692 (see separate tables for 534, 561, 673, 694)				
Start	\$5.48	\$5.48	\$5.48	\$5.48
6 months	\$5.64	\$5.64	\$5.64	\$5.64
12 months	\$5.80	\$5.80	\$5.80	\$5.80
18 months	\$6.13	\$6.13	\$6.13	\$6.13
24 months	\$7.62	\$7.62	\$7.62	\$7.62
30 months	\$7.72	\$7.72	\$7.72	\$7.72
36 months	\$9.07	\$9.47	\$9.67	\$9.87

*Refer to Meat Full Time schedules for Red Circled Deli Rates

WAGE SCHEDULE:

Employees on a part time wage progression on or before 11/1/97

FOOD:

Wage Zones I, II, III & IV (except 873)

Start	\$5.20
9 months	\$5.35
9 months	\$5.85
9 months	\$6.45
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

DRUG/GM:

Wage Zones I, II, III & IV

Start	\$5.15
9 months	\$5.20
9 months	\$5.25
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

MEAT/DELI:

Wage Zone	I & II (except 509, 535, 585)	III & IV (except 534, 561, 873, 894)
Start	\$5.20	\$5.20
9 months	\$5.35	\$5.25
9 months	\$5.85	\$5.50
9 months	\$6.00	\$5.75
9 months	\$6.30	\$6.00
9 months	\$6.50	\$6.25
9 months	\$6.75	\$6.50
9 months	\$7.50	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

POWDERLY - #873

Food:

Full Time

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$5.20	\$5.20	\$5.20	\$5.20
6 months	\$5.35	\$5.35	\$5.35	\$5.35
12 months	\$5.85	\$5.85	\$5.85	\$5.85
18 months	\$6.30	\$6.30	\$6.30	\$6.30
24 months	\$6.70	\$6.70	\$6.70	\$6.70
30 months	\$7.10	\$7.10	\$7.10	\$7.10
36 months	\$9.95	\$10.35	\$10.55	\$10.75

(No 873 employee will be on an old top rate as a result of 873 moving to Wage Zone IV)

Part Time

	11/02/97
Start	\$5.20
9 months	\$5.25
9 months	\$5.30
9 months	\$5.35
9 months	\$5.85
9 months	\$6.30
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-88 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

POWDERLY - #873

Meat

Full Time

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$5.35	\$5.35	\$5.35	\$5.35
6 months	\$6.05	\$6.05	\$6.05	\$6.05
12 months	\$6.75	\$6.75	\$6.75	\$6.75
18 months	\$7.40	\$7.40	\$7.40	\$7.40
24 months	\$8.20	\$8.20	\$8.20	\$8.20
30 months	\$9.18	\$9.58	\$9.78	\$9.98

Deli

Full Time

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$5.20	\$5.20	\$5.20	\$5.20
6 months	\$5.90	\$5.90	\$5.90	\$5.90
12 months	\$6.60	\$6.60	\$6.60	\$6.60
18 months	\$7.25	\$7.25	\$7.25	\$7.25
24 months	\$8.05	\$8.05	\$8.05	\$8.05
30 months	\$9.07	\$9.47	\$9.67	\$9.87

Experienced Clerk

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$7.50	\$7.50	\$7.50	\$7.50
6 months	\$8.10	\$8.10	\$8.10	\$8.10
12 months	\$9.15	\$9.55	\$9.75	\$9.95

Assistant Market Mgr.

(Not Red-Circled, but full time on or before 11/1/97) (premium included)

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$11.30	\$11.75	\$12.00	\$12.25

Meat/Deli

Part Time

	11/02/97
Start	\$5.15
9 months	\$5.20
9 months	\$5.25
9 months	\$5.30
9 months	\$5.35
9 months	\$5.40
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

HARTSELLE - #894

Meat

Full Time

	12/17/00	12/16/01	12/15/02	12/14/03
Start	\$5.58	\$5.58	\$5.58	\$5.58
6 months	\$5.75	\$5.75	\$5.75	\$5.75
12 months	\$5.92	\$5.92	\$5.92	\$5.92
18 months	\$6.25	\$6.25	\$6.25	\$6.25
24 months	\$7.73	\$7.73	\$7.73	\$7.73
30 months	\$7.83	\$7.83	\$7.83	\$7.83
36 months	\$9.18	\$9.58	\$9.78	\$9.98

Deli

Full Time

Start	\$5.48	\$5.48	\$5.48	\$5.48
6 months	\$5.64	\$5.64	\$5.64	\$5.64
12 months	\$5.80	\$5.80	\$5.80	\$5.80
18 months	\$6.13	\$6.13	\$6.13	\$6.13
24 months	\$7.62	\$7.62	\$7.62	\$7.62
30 months	\$7.72	\$7.72	\$7.72	\$7.72
36 months	\$9.07	\$9.47	\$9.67	\$9.87

Experienced Clerk

Start	\$7.50	\$7.50	\$7.50	\$7.50
6 months	\$7.80	\$7.80	\$7.80	\$7.80
12 months	\$9.15	\$9.55	\$9.75	\$9.95

Red Circled Rates

Meat & Deli

Journeyman

Boxman

Meat Clerk

Deli Clerk

\$13.42	\$13.82	\$14.02	\$14.22
\$13.55	\$13.95	\$14.15	\$14.35
\$11.88	\$12.28	\$12.48	\$12.68
\$11.73	\$12.13	\$12.33	\$12.53

Assistant Market Mgr.

(Not Red-Circled, but full time on or before 11/1/97) (premium included).

\$11.30	\$11.75	\$12.00	\$12.25
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Meat & Deli

Part Time

Start	\$5.20
9 months	\$5.25
9 months	\$5.50
9 months	\$5.75
9 months	\$6.00
9 months	\$6.25
9 months	\$6.50
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

TULLAHOMA - #561

Meat		12/17/00	12/16/01	12/15/02	12/14/03	
Full Time	Start	\$5.73	\$5.73	\$5.73	\$5.73	
	6 months	\$5.90	\$5.90	\$5.90	\$5.90	
	12 months	\$6.07	\$6.07	\$6.07	\$6.07	
	18 months	\$6.40	\$6.40	\$6.40	\$6.40	
	24 months	\$7.88	\$7.88	\$7.88	\$7.88	
	30 months	\$7.98	\$7.98	\$7.98	\$7.98	
	36 months	\$9.18	\$9.58	\$9.78	\$9.98	
Deli						
Full Time	Start	\$5.63	\$5.63	\$5.63	\$5.63	
	6 months	\$5.79	\$5.79	\$5.79	\$5.79	
	12 months	\$5.95	\$5.95	\$5.95	\$5.95	
	18 months	\$6.28	\$6.28	\$6.28	\$6.28	
	24 months	\$7.77	\$7.77	\$7.77	\$7.77	
	30 months	\$7.87	\$7.87	\$7.87	\$7.87	
	36 months	\$9.07	\$9.47	\$9.67	\$9.87	
Experienced Clerk	Start	\$7.50	\$7.50	\$7.50	\$7.50	
	6 months	\$7.90	\$7.90	\$7.90	\$7.90	
	12 months	\$9.15	\$9.55	\$9.75	\$9.95	
Red Circled Rates	Meat & Deli	Journeyman	\$13.42	\$13.82	\$14.02	\$14.22
		Boxman	\$13.55	\$13.95	\$14.15	\$14.35
		Meat Clerk	\$11.88	\$12.28	\$12.48	\$12.68
		Deli Clerk	\$11.73	\$12.13	\$12.33	\$12.53
Assistant Market Mgr.			\$11.30	\$11.75	\$12.00	\$12.25
(Not Red-Circled, but full time on or before 11/1/97) (premium included)						
Meat & Deli						
Part Time						
	Start	\$5.20				
	9 months	\$5.25				
	9 months	\$5.50				
	9 months	\$5.75				
	9 months	\$6.00				
	9 months	\$6.25				
	9 months	\$6.50				
	9 months	\$7.50				

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

#509, 535, 585

Meat

Full Time

	<u>12/17/00</u>	<u>12/16/01</u>	<u>12/15/02</u>	<u>12/14/03</u>
Start	\$5.70	\$5.70	\$5.70	\$5.70
6 months	\$5.90	\$5.90	\$5.90	\$5.90
12 months	\$6.10	\$6.10	\$6.10	\$6.10
18 months	\$6.30	\$6.30	\$6.30	\$6.30
24 months	\$6.60	\$6.60	\$6.60	\$6.60
30 months	\$7.00	\$7.00	\$7.00	\$7.00
36 months	\$7.25	\$7.25	\$7.25	\$7.25
42 months	\$8.50	\$8.50	\$8.50	\$8.50
48 months	\$9.60	\$10.20	\$10.40	\$10.60

Deli

Full Time

Start	\$5.65	\$5.65	\$5.65	\$5.65
6 months	\$5.85	\$5.85	\$5.85	\$5.85
12 months	\$6.00	\$6.00	\$6.00	\$6.00
18 months	\$6.30	\$6.30	\$6.30	\$6.30
24 months	\$6.60	\$6.60	\$6.60	\$6.60
30 months	\$7.00	\$7.00	\$7.00	\$7.00
36 months	\$7.25	\$7.25	\$7.25	\$7.25
42 months	\$8.50	\$8.50	\$8.50	\$8.50
48 months	\$9.60	\$10.20	\$10.40	\$10.60

Experienced Clerk

Start	\$7.50	\$7.50	\$7.50	\$7.50
6 months	\$8.50	\$8.50	\$8.50	\$8.50
12 months	\$9.80	\$10.20	\$10.40	\$10.60

Red Circled

Journeyman

Boxman

Meat Clerk

Deli Clerk

\$13.42	\$13.82	\$14.02	\$14.22
\$13.55	\$13.95	\$14.15	\$14.35
\$11.88	\$12.28	\$12.48	\$12.68
\$11.73	\$12.13	\$12.33	\$12.53

Assistant Market Mgr.

(Not Red-Circled, but full time on or before 11/1/97) (premium included)

Meat & Deli

Part Time

Start	\$5.20
9 months	\$5.35
9 months	\$5.85
9 months	\$6.00
9 months	\$6.30
9 months	\$6.50
9 months	\$6.75
9 months	\$7.50

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

WAGE SCHEDULE:

Employees in progression on or before 11/1/97

LEWISBURG - #534

		12/17/00	12/16/01	12/15/02	12/14/03
Meat					
Full Time					
	Start	\$5.55	\$5.55	\$5.55	\$5.55
	6 months	\$5.75	\$5.75	\$5.75	\$5.75
	12 months	\$5.95	\$5.95	\$5.95	\$5.95
	18 months	\$6.15	\$6.15	\$6.15	\$6.15
	24 months	\$6.45	\$6.45	\$6.45	\$6.45
	30 months	\$6.85	\$6.85	\$6.85	\$6.85
	36 months	\$7.10	\$7.10	\$7.10	\$7.10
	42 months	\$8.35	\$8.35	\$8.35	\$8.35
	48 months	\$9.18	\$9.58	\$9.78	\$9.98
Deli					
Full Time					
	Start	\$5.50	\$5.50	\$5.50	\$5.50
	6 months	\$5.70	\$5.70	\$5.70	\$5.70
	12 months	\$5.85	\$5.85	\$5.85	\$5.85
	18 months	\$6.15	\$6.15	\$6.15	\$6.15
	24 months	\$6.45	\$6.45	\$6.45	\$6.45
	30 months	\$6.85	\$6.85	\$6.85	\$6.85
	36 months	\$7.10	\$7.10	\$7.10	\$7.10
	42 months	\$8.35	\$8.35	\$8.35	\$8.35
	48 months	\$9.07	\$9.47	\$9.67	\$9.87
Experienced Clerk					
	Start	\$7.50	\$7.50	\$7.50	\$7.50
	6 months	\$8.25	\$8.25	\$8.25	\$8.25
	12 months	\$9.15	\$9.55	\$9.75	\$9.95
Red Circled					
	Journeyman	\$13.42	\$13.82	\$14.02	\$14.22
	Boxman	\$13.55	\$13.95	\$14.15	\$14.35
	Meat Clerk	\$11.88	\$12.28	\$12.48	\$12.68
	Deli Clerk	\$11.73	\$12.13	\$12.33	\$12.53
Assistant Market Mgr.					
(Not Red-Circled, but full time on or before 11/1/97) (premium included)		\$11.30	\$11.75	\$12.00	\$12.25
Meat & Deli					
Part Time					
	Start	\$5.20			
	9 months	\$5.35			
	9 months	\$5.85			
	9 months	\$6.00			
	9 months	\$6.30			
	9 months	\$6.50			
	9 months	\$6.75			
	9 months	\$7.50			

Part time employees prior to 11-1-97:

Effective 12-20-98 employees who have been at the \$7.50 top part time rate for nine months will go to a rate of \$7.60.

Effective 12-19-99 employees who have been on the \$7.60 rate for nine months will go to a rate of \$7.70.

SCHEDULE "A" WAGES

Wage Schedule for Chefs

The classification of Chef will be separate with separate seniority; Chef hours will not be available to employees in any other classifications; and Chefs will not be scheduled to perform the duties of clerks in any other classification.

The rate of pay for Chefs will be determined by education and experience.

Chef-in-Training Pay Progression or Part Time Line Cooks

\$7.00	T1	Starting rate
\$7.50	T2	After 6 months of continuous service
\$8.00	T3	After 1 year of continuous service
\$8.50	T4	After 18 months of continuous service
\$9.00	T5	After 2 years of continuous service

Hourly rate increases of 50¢ per hour will occur every 6 months of continuous service with top out rate being \$9.00. (For part time, 1040 hours equals 6 months.)

Starting rate of pay will be based on current enrollment in a culinary arts school designated by the employer or equivalent experience in food service industry.

A Chef in training promoted to the Chef classification goes to the next higher rate in the Chef classification.

SCHEDULE "A" WAGES

Chef Pay Progression

\$8.00	C1
\$8.50	C2
\$9.00	C3
\$9.50	C4
\$10.00	C5
\$10.50	C6
\$11.00	C7

Hourly rate increases of 50¢ per hour will occur every 6 months of continuous service with top out rate being \$11.00.

Starting rate of pay will be based on certification from a culinary arts school designated by the employer or equivalent experience in food service industry.

In the event the Chef concept (and classification) is discontinued, employees working in the Chef classification, as of the effective date of the closing, who transferred from any other bargaining unit shall retain their seniority date in the bargaining unit that they had prior to transferring and may exercise their seniority as outlined in Article 12 of the current agreement.



KROGER FOOD STORES
P.O. BOX 305103, NASHVILLE, TN 37230-5103

January 15, 2000

Mr. Larry Cooper
UFCW, Local 1995
4207 Lebanon Rd.
Hermitage, TN 37076

RE: Memphis Bakery

LETTER OF UNDERSTANDING


The following represents the understanding reached in our recent mid term modification discussions regarding the sale of the Kroger Bakery in Memphis, Tennessee.

- Understanding that the sale of the Memphis Bakery will result in this product being delivered directly to the store and worked in the same fashion as other DSD bread deliveries. Employees who were full time on or before 11/1/97 and work in the day grocery job assignment stocking bread who are impacted by this sale of the Memphis Bakery receive a one time preference for a food department job assignment in accordance with their seniority and experience and ability to perform the work.
- The employee who is displaced by the employee outlined above will receive a one time preference to displace the least senior full time food department employee working a day schedule in accordance with their seniority, experience, and ability to perform the work.
- For all grievances on "the days to nights" issue that were deadlocked at Step III and are pending for arbitration, the parties agree on a non-precedent basis to a settlement that allows each grievant to have a one time preference to displace the least senior full time food department employee working a day schedule in accordance with seniority, experience, and ability to perform the work.

Please indicate your agreement with this understanding with your signature below.

Respectfully Yours,


Stephen A. Wood


For The Union


For The Company

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HEALTH & WELFARE INFORMATION

MEDICAL CLAIMS

Blue Cross/Blue Shield
Claims Department
PO Box 180150
Chattanooga, TN 37401
1-877-842-2428

VISION CLAIMS

SPECTERA
2811 Lord Baltimore Drive
Baltimore, MD 21244-2644
1-800-638-3120

DENTAL CLAIMS

UFCW Local 1995 &
Employers Health and Welfare Fund
1800 Phoenix Boulevard, Suite 310
Atlanta, GA 30349-9834
1-800-241-3473

PRESCRIPTION CLAIMS

1-866-9KROGER

PENSION INFORMATION

FOOD CLERKS & DRUG/GM PENSION

UFCW Union & Employers Pension Plan
1800 Phoenix Boulevard, Suite 310
Atlanta, GA 30349-9834
1-800-241-7701

MEAT/DELI/SEAFOOD CLERKS PENSION

UFCW International Union-Industry Pension Fund
PO Box 11102
Chicago, IL 60611-0102
1-800-531-2385

