

54-8  
Spoke  
to Betty Adams  
(404) 624-1361  
Will send  
new agent  
BR/WB

# 6925  
FIRST

1,800  
(ew)

~~November 22, 1987~~

Rom  
Georgia

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE KROGER CO. AND UFCW LOCAL #442**

Present Agreement with the following changes:

1. ARTICLE 3 - CHECK-OFF  
(Add Paragraph F - To read as follows:)  
  
F. 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 442 at the conclusion of each operating quarter.
  
2. ARTICLE 5 - DISPUTE PROCEDURE  
(Add Paragraph K - To read as follows:)  
  
K. After nine (9) months a Constructive Advice Record will be null and void, provided the employee has not received another notice for the same type of infraction within that nine (9) month period.
  
3. ARTICLE 8 - OTHER WORK  
  
Add the words "Seafood and deli/bakery departments" after the word meat.

*See*

Duration = 11/29/87 - 11/2/91

4. ARTICLE 9 - WAGES  
(Add Section C to read as follows:)

C. Previous Experience

1. Previous proven comparable meat, seafood, or deli/bakery experience with a nationally recognized supermarket chain (or comparable experience) within three (3) years of the person's date of employment shall be the basis for determination of employee's rate of pay. It is understood that in determining the person's rate of pay, any previous proven comparable experience within the last three (3) year period will qualify the person for total credit of their previous proven comparable experience. Persons with part-time experience will be given six (6) months credit for each one (1) full year of part-time experience.
2. Previous experience must be stated at time of employment and shown on application of employment, otherwise, the employee forfeits any claims under this provision.

5. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph A)

\*Delete the word "full-time".

\*Add the word "in ink" to the end of the paragraph.

6. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph G-1 - Add the following:)

Effective with employees hired after ratification of this Agreement time and one-half (1 1/2) will be paid during a holiday week after forty (40) hours.

Employees hired after ratification of the Agreement will become eligible for the five (5) basic holidays named in Paragraph I-1 of this Article as of their first anniversary date. These employees will not be eligible for any other holidays listed in the Agreement.

For employees covered by this provision the following shall apply:

Effective after two (2) years service each employee will be eligible for a personal holiday to be observed on a mutually agreed upon day.

Effective after four (4) years service each employee will be eligible for a second personal holiday to be observed on a mutually agreed upon day.

7. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph G-2)

Change 6:30PM to 7:00PM.

8. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph G-3)

Delete the words "regular" (by Employer definition).

9. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph G-5 - Add the following:)

Effective with employees hired after ratification of this Agreement, the above paragraph does not apply. Sundays and holidays for those employees will be a part of the basic work week.

10. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph G-6 - Add the following:)

Effective for employees hired after ratification Sunday and Holiday work shall be paid at the employee's straight time hourly rate of pay.

11. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph I - Change last sentence in paragraph to read as follows: )

However, where uniforms are furnished to employees, such uniforms shall be laundered by the employee.

12. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph N - Change first sentence to read as follows:)

A part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 10, Paragraph G-1, G-3, and G-4 above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week.

13. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph P - Add the following:)

Except as provided in Article 20 Job Description of a Meat Clerk.

14. ARTICLE 10 - WORKING CONDITIONS  
(Paragraph S - Change to read as follows:)

There shall be no work performed on Christmas Day.

Scheduled work to be performed on Thanksgiving or Easter Sunday will be offered to senior employees by classification. In the event there are not enough volunteers, employees will be required to work in inverse seniority order.

15. ARTICLE 11 - SENIORITY  
(Section C - Application of Seniority)

Add Cherokee County to Area I.

16. ARTICLE 11 - SENIORITY  
(After the definition of AREA'S - Add the following:)

Company to compile a list of stores of each quadrant in the metro area and furnish to the Local Union and will be kept updated during the life of the contract.

17. ARTICLE 11 - SENIORITY  
(Section H-1)

Change references to three (3) days to four (4) days.

18. ARTICLE 12 - VACATIONS  
(Paragraph A - Add the following:)

Effective with employees hired after ratification the following vacation schedule will apply:

1 year service - 1 week vacation  
4 years service - 2 weeks vacation  
10 years service - 3 weeks vacation

19. ARTICLE 13 - LEAVES OF ABSENCE  
(Paragraph B. Sickness or Injury - Add the following language:)

The above leave may be extended one (1) additional year by mutual agreement between the Union and the Employer.

20. ARTICLE 14 - FUNERAL LEAVE

Delete the word "full-time" from the first sentence.

21. ARTICLE 15 - HEALTH AND WELFARE  
(Paragraph A - Add the following:)

For employees hired after ratification of the Agreement the following shall apply:

A. The term "eligible employee" shall mean any employee who has been an employee for a period of six (6) months and who has averaged thirty-two (32) hours for twelve (12) consecutive weeks (384 hours). Such an employee become eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the twelve (12) week period (384 hours) and such date shall hereinafter be referred to as his eligibility date.

Change Paragraph C to conform for such employees.

22. ARTICLE 15 - HEALTH AND WELFARE  
(Paragraph B - Change to read:)

Effective January 1, 1988 increase contribution from one hundred forty-eight dollars (\$148.00) to one hundred fifty-six dollars (\$156.00) per month. (Full-time)

Effective January 1, 1988 increase contribution from forty-one dollars (\$41.00) to forty-five dollars (\$45.00) per month. (Part-time)

23. ARTICLE 15 - HEALTH AND WELFARE  
(Paragraph G - Change to read:)

Effective January 1, 1989, January 1, 1990 and January 1, 1991 the employer agrees to maintain present benefit plan (full-time and part-time) up to six (6) percent (%) per year.

24. ARTICLE 15 - HEALTH AND WELFARE  
(New paragraph - Add the following:)

Effective with employees hired after ratification the following shall apply:

After six (6) months of employment an employee who qualifies for health care will remain on the part-time plan for eighteen (18) months, even though such employee may work sufficient hours to qualify for full-time coverage. Upon completion of the eighteen (18) months of coverage such employee will be eligible for full-time coverage when he has worked sufficient hours for such coverage.

25. ARTICLE 16 - PENSION  
(Paragraph E - Change to read:)

Twelve (12) full months of employment.

26. ARTICLE 23 - EXPIRATION  
(Change to read:)

~~November 29, 1987~~ through November 2, 1991.

27. NON-DISCRIMINATION  
(Add new article:)

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, handicap, 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.

28. APPENDIX "C" COST OF LIVING - Delete

29. WAGES - See Attached

30. SCHEDULE "A" WAGES - Delete wage schedules for Albany, Georgia

31. MISCELLANEOUS NOTES - SCHEDULE "A"  
(Add the following:)

An employee who is promoted to full-time will be reclassified to the full-time rate schedule as follows:

- A. If there is a full-time rate the same as the employees part-time rate the employee would be reclassified to that rate and will continue to accumulate service necessary for advancement to the next rate.
- B. If there is no identical rate the employee would be advanced to the next rate which gives the employee an increase and the employee would begin a new progression from that point.

32. SCHEDULE "A" - WAGES  
(Page A-13 - Paragraph 12)

Delete

33. MISCELLANEOUS NOTES - SCHEDULE "A"  
(Paragraph 5)

Add "Lead Seafood Clerk".

34. MISCELLANEOUS NOTES - SCHEDULE "A"  
(Paragraph 7)

Add "Lead Seafood Clerk" and reference to Seafood Department as applicable.

35. CASH PAYMENT

Delete

36. SCHEDULE "B" - VACATION POLICY  
(Section 3, Paragraph C - Add the following:)

Once an employee's vacation has been scheduled it will not be changed except by mutual agreement. A copy of the vacation schedule will be posted in the department in ink.

37. SCHEDULE "A" - WAGES

Delete Apprentice classifications from the wage schedule and all other provisions of the Agreement.

Subject to ratification of the membership:

FOR THE COMPANY:

J. Donald Summer

FOR THE UNION:

David E. Lyons

MEAT PLANT SUPPLEMENT

Present Supplement with the following changes:

1. Change paragraph two (2) to read as follows:

The employer has established a central facility for the distribution of products and this Agreement shall apply to such operation with the following exceptions:

2. Delete #7.F.
3. Delete #7.G.
4. Delete #8.
5. Delete #10.
6. Delete #13.
7. Change #14 as follows: Part-time employees will be limited to thirty (30) hours per week.
8. Delete #15.
9. Delete #16.
10. Delete #17.
11. Add the following:  
The probationary period may be extended by thirty (30) days by mutual agreement.
12. LETTER OF AGREEMENT

Should the Employer open a central cutting facility in the jurisdiction of UFCW Local #442, the Employer will recognize Local #442 as bargaining agent for such facility.

**CLASSIFICATIONS**

**A. Employees hired after 8/16/81:**

**Meat & Material Handler**

	<b><u>Sunday following ratification</u></b>	<b><u>7/3/88</u></b>
0 - 6 months	\$ 5.96	\$ 6.21
6 - 12 months	6.46	6.71
12 - 18 months	7.26	7.51
Thereafter	7.76	8.01

**SANITOR**

0 - 6 months	5.46	5.71
6 - 12 months	5.71	5.96
12 - 18 months	6.26	6.51
Thereafter .	7.26	7.51

**B. Employees on payroll prior to 8/16/81**

Meat Material Handler	\$10.295
Meat Material Handler	9.73
Sanitor	9.47
Sanitor	8.73

Employees listed in "B" above will be eligible for lump sum increases as follows:

1st week December 1988	\$300
1st week December 1989	\$300
1st week December 1990	\$300

## EMPLOYEE INCENTIVE PLAN

Effective with the 1st half 1988 and each full half year thereafter during the term of this Agreement, eligible employees will participate in an incentive bonus plan as follows:

- Eligible employees

Department Heads, employees on the top (thereafter) rate of their respective classification wage scale, employees designated as Asst. Deli Managers, Lead Cheese Clerks, Full-time Cake decorators, Bakery Managers, Journeyman.

To be eligible, employees in the above classifications or job assignments must have been in the position at the beginning and end of the half year in which the incentive bonus is earned.

- Percent (%) to be paid to be determined by percent (%) paid to the employee's Store Manager. In the event an employee transfers from one store to another, the percent (%) earned will be based on the store in which the employee spent the majority of their time in the half year. Should an employee move from one eligible position to another, the bonus potential will be the potential where the employee spends the majority of their time during the half year.
- Each eligible employee will be guaranteed a minimum payment of one-half (1/2) of their potential incentive bonus each half year.
- The maximum potential incentive bonus an employee can earn on an annual basis will be as follows:

	1st Half		2nd Half		Annual Totals	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Dept. Head						
Str. Vol. Less						
250,000..	\$200	\$400	\$200	\$400	\$400	\$800
250,001 to 375,000	\$250	\$500	\$250	\$500	\$500	\$1000
375,001 and over	\$300	\$600	\$300	\$600	\$600	\$1200

	1st Half		2nd Half		Annual totals	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Employees on top (there- after) rate, Asst. Deli Managers, Lead Cheese Clerk, Full-time cake Decorator, Journeyman	\$150	\$300	\$150	\$300	\$300	\$600
Part-time top rate clerks	\$75	\$150	\$75	\$150	\$150	\$300

First half bonus will be paid by the sixth (6th) week after close of first half books.

The second half minimum bonus will be paid to all eligible employees the 1st week of December each year. The remainder amount earned will be paid six (6) weeks after the close of the year end books.

Required legal deductions will be withheld from bonus payments.

UFCW LOCAL #442

RATIFICATION BONUS

Effective no later than the second week of December 1987 (December 6th-12th) a ratification bonus shall be paid to the following classifications:

All Department Heads  
All top rate classifications

In the following amounts:

Full-time	\$1,000
Part-time	\$ 500
Macon and Augusta full-time only	\$ 300
Meat Plant (employees on the payroll as of 8/16/81)	\$ 300

The following rules shall apply:

Employees must be on the payroll six (6) months or longer as of ratification.

Required legal deductions will be withheld.

SCHEDULE "A" WAGES  
AREA I

6-19-88

MARKET MANAGER

Store volume less than 250,000	12.65
250,001 - 375,000	12.90
375,001 and over	13.15

JOURNEYMAN      11.288

FULL-TIME MEAT CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	5.46
6 - 12 months	5.71
12 - 18 months	5.96
18 - 24 months	6.21
24 - 30 months	6.76*
Thereafter	10.05

\*Upon completion of six (6) months of service, the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 29¢ to a maximum of \$10.05.

FULL-TIME MEAT CLERK

(After 9/1/84)

Effective Sun. After  
Ratification

12-4-88

12-3-89

Start	4.25		
After 60 days	4.40		
After 6 mos.	4.50		
After 12 mos.	4.90		
After 18 mos.	5.30		
After 24 mos.	5.70		
After 30 mos.	6.10		
After 36 mos.	6.50		
After 42 mos.	6.90		
After 48 mos.	7.30		
After 54 mos.	7.50	7.65	7.80

PART-TIME MEAT CLERK

(Hired after 8-16-81)

Start	4.25
After 60 days	4.40
After 6 mos.	4.50
After 12 mos.	4.60
After 18 mos.	4.70
After 24 mos.	4.80
After 30 mos.	5.00
After 36 mos.	5.30
After 42 mos.	5.60
After 48 mos.	5.90
After 54 mos.	6.20
After 60 mos.	6.75

DELI/BAKERY MANAGER

6-19-88

Store volume less than 250,000  
250,001 to 375,000  
375,001 and over

11.65  
11.90  
12.15

FULL-TIME DELI CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	4.96
6 - 12 months	5.46
12 - 18 months	5.66
18 - 24 months	5.91
24 - 30 months	6.26*
Thereafter	9.90

\*Upon completion of six (6) months of service the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 14¢ to a maximum of \$9.90

FULL-TIME DELI CLERK

(After 9/1/84)

<u>Effective Sun. After</u>	<u>12-4-88</u>	<u>12-3-89</u>
<u>Ratification</u>		
Start	4.25	
After 60 days	4.40	
After 6 mos.	4.50	
After 12 mos.	4.60	
After 18 mos.	4.90	
After 24 mos.	5.20	
After 30 mos.	5.50	
After 36 mos.	5.80	
After 42 mos.	6.10	
After 48 mos.	6.50	
After 54 mos.	7.00	7.25
		7.50

PART-TIME DELI CLERK

(Hired after 8-16-81)

Start	4.25
After 60 days	4.40
After 6 mos.	4.45
After 12 mos.	4.55
After 18 mos.	4.65
After 24 mos.	4.75
After 30 mos.	4.81
After 36 mos.	5.01
After 42 mos.	5.15
After 48 mos.	5.30
After 54 mos.	5.45
After 60 mos.	5.75

SEAFOOD MANAGER

6-19-88

Store volume less than 250,000	11.35
250,001 to 375,000	11.60
375,001 and over	11.85

FULL-TIME SEAFOOD CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	5.46
6 - 12 months	5.71
12 - 18 months	5.96
18 - 24 months	6.21
24 - 30 months	6.76*
Thereafter	9.90

\*Upon completion of six (6) months of service, the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 14¢ to a maximum of \$9.90.

FULL-TIME SEAFOOD CLERK

(After 9/1/84)

Effective Sun. After  
Ratification

12-4-88

12-3-89

Start	4.25		
After 60 days	4.40		
After 6 mos.	4.50		
After 12 mos.	4.90		
After 18 mos.	5.30		
After 24 mos.	5.70		
After 30 mos.	6.10		
After 36 mos.	6.50		
After 42 mos.	6.90		
After 48 mos.	7.30		
After 54 mos.	7.50	7.65	7.80

PART-TIME SEAFOOD CLERK

(Hired after 8-16-81)

Start	4.25
After 60 days	4.40
After 6 mos.	4.50
After 12 mos.	4.60
After 18 mos.	4.70
After 24 mos.	4.80
After 30 mos.	5.00
After 36 mos.	5.30
After 42 mos.	5.60
After 48 mos.	5.90
After 54 mos.	6.20
After 60 mos.	6.50

CHEFS

\$ 8.00 - Minimum Start Rate

8.50

9.00

9.50

10.00

10.50

11.00

AREA II

6-19-88

MARKET MANAGER

Store volume less than 250,000	12.50
250,001 to 375,000	12.75
375,001 and over	13.00

JOURNEYMAN 11.138

FULL-TIME MEAT CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	5.46
6 - 12 months	5.71
12 - 18 months	5.96
18 - 24 months	6.21
24 - 30 months	6.76*
Thereafter	9.90

\*Upon completion of six (6) months of service, the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 14¢ to a maximum of \$9.90.

FULL-TIME MEAT CLERK

(After 9/1/84)

<u>Effective Sun. After</u>	<u>12-4-88</u>	<u>12-3-89</u>	
<u>Ratification</u>			
Start	4.25		
After 60 days	4.40		
After 6 mos.	4.50		
After 12 mos.	4.90		
After 18 mos.	5.30		
After 24 mos.	5.70		
After 30 mos.	6.10		
After 36 mos.	6.50		
After 42 mos.	6.75		
After 48 mos.	7.15		
After 54 mos.	7.35	7.50	7.65

PART-TIME MEAT CLERK

(Hired after 8-16-81)

Effective Sun. After  
Ratification

Start	4.25
After 60 days	4.40
After 6 mos.	4.50
After 12 mos.	4.60
After 18 mos.	4.70
After 24 mos.	4.80
After 30 mos.	5.00
After 36 mos.	5.30
After 42 mos.	5.60
After 48 mos.	5.90
After 54 mos.	6.20
After 60 mos.	6.50

DELI/BAKERY MANAGER

6-19-88

Store volume less than 250,000	11.50
250,001 to 375,000	11.75
375,001 and over	12.00

FULL-TIME DELI CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	4.96
6 - 12 months	5.46
12 - 18 months	5.66
18 - 24 months	5.91
24 - 30 months	6.26*
Thereafter	9.75

\*Upon completion of six (6) months of service the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 49¢ to a maximum of \$9.75.

FULL-TIME DELI CLERK

(After 9/1/84)

Effective Sun. After  
Ratification

12-4-88

12-3-89

Start	4.25		
After 60 days	4.40		
After 6 mos.	4.50		
After 12 mos.	4.60		
After 18 mos.	4.90		
After 24 mos.	5.20		
After 30 mos.	5.50		
After 36 mos.	5.80		
After 42 mos.	5.95		
After 48 mos.	6.35		
After 54 mos.	6.85	7.10	7.35

PART-TIME DELI CLERK

(Hired after 8-16-81)

Start	4.25
After 60 days	4.40
After 6 mos.	4.45
After 12 mos.	4.55
After 18 mos.	4.65
After 24 mos.	4.75
After 30 mos.	4.81
After 36 mos.	5.01
After 42 mos.	5.15
After 48 mos.	5.30
After 54 mos.	5.45
After 60 mos.	5.75

SEAFOOD MANAGER

6-19-88

Store volume less than 250,000  
250,001 to 375,000  
375,001 and over

11.20  
11.45  
11.70

FULL-TIME SEAFOOD CLERK

(Hired between 8-16-81 and 9-1-84)

0 - 6 months	5.46
6 - 12 months	5.71
12 - 18 months	5.96
18 - 24 months	6.21
24 - 30 months	6.76*
Thereafter	9.75

\*Upon completion of six (6) months of service, the employee's rate of pay will be increased by 50¢ per hour for each six (6) months of service and one increase at 49¢ to a maximum of \$9.75.

FULL-TIME SEAFOOD CLERK

(After 9/1/84)

<u>Effective Sun. After</u>	<u>12-4-89</u>	<u>12-3-89</u>
<u>Ratification</u>		
Start		
After 60 days		
After 6 mos.		
After 12 mos.		
After 18 mos.		
After 24 mos.		
After 30 mos.		
After 36 mos.		
After 42 mos.		
After 48 mos.		
After 54 mos.	7.50	7.65

PART-TIME SEAFOOD CLERK

(Hired after 8-16-81)

Start	4.25
After 60 days	4.40
After 6 mos.	4.50
After 12 mos.	4.60
After 18 mos.	4.70
After 24 mos.	4.80
After 30 mos.	5.00
After 36 mos.	5.30
After 42 mos.	5.60
After 48 mos.	5.90
After 54 mos.	6.20
After 60 mos.	6.50

MISCELLANEOUS

1. There will be a Bakery Manager position in stores where the Deli and Bakery are located in separate parts of the store.

<u>Bakery Manager</u>	<u>Area I</u>	<u>Area II</u>
Store Volume less than 250,000	\$9.00	\$8.85
250,001 to 375,000	9.25	9.10
375,001 and over	9.50	9.35

2. Employees designated as Head Cheese Clerk and Full-time Cake Decorators will receive a premium of 30¢ per hour in addition to their personal rate.
3. Back-up Head Deli Clerks will receive a premium of 30¢ per hour in addition to their personal rate.
4. If an appointed Bakery Manager has a personal rate higher than the Bakery Manager rate, they will receive a 30¢ per hour premium in addition to their personal rate.
5. Initial Department Head reclassification will take place in this Agreement effective June 19, 1988 based on the average sales for the first six (6) periods of 1988 and will then be reclassified annually as outlined above.
6. Any employee hired prior to 8/16/81 who is in a pre-1981 wage progression from the prior agreement will continue to progress on that schedule.

LOCAL 442  
MACON AND AUGUSTA

This agreement will apply to the employees in the Macon and Augusta, Georgia (current and future) except as follows:

- \*Wage schedules in Macon and Augusta will remain as they were as of 11-28-87.
- \*In the area of premium jobs, present employees are frozen and there will be no new appointments.
- \*The Incentive Plan will be in effect, however, there will be no minimum guarantees to eligible employees in Macon and Augusta.

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