

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE KROGER CO. PITTSBURGH, COLUMBUS AND CLEVELAND DIVISIONS

AND

THE AMALGAMATED FOOD EMPLOYEES UNION, LOCAL NO. 590

The present Agreement plus the following additions, and/or amendments.

ARTICLE VI - Paragraph "S" - Amend January 1, 1970 to January 1, 1971.

ARTICLE IX - Delete.

ARTICLE X - Paragraph "J" - ADD - Part time employees working 40 hours or more in a week will be paid the appropriate full time rate of pay based on two months part time service equals one month full time service.

ARTICLE XI - Paragraph "G" - To be implemented effective January 1, 1974. 023/50

ARTICLE XIV - Paragraph "A" - Five weeks vacation after 20 years continuous service to be implemented effective January 1, 1974.

ARTICLE XIV- Paragraph "E" - New - Part time employees who attain full time status will receive vacation based on two months part time service equals one month full time service. 032/1

ARTICLE XVI - Paragraph "A" - Amend to provide that a female employee shall be granted a pregnancy leave of absence upon written application supported by a physician's statement certifying that the employee is pregnant and anticipated birth date. The beginning date, length of and ending date of such leave shall be guided by the written request of the attending physician. 062/1

ARTICLE XIX - Paragraph "A" - Effective January 1, 1974, the employer will contribute \$12 per month for employees in the student classification with six months of continuous service.

VI X-9/74

ARTICLE XIX - Paragraph "S" - Increase present full time, full time reduced to part time, and part time contribution rates by \$2.00 per month effective 4-1-74, if the Union's request for redetermination of the previous Health & Welfare limits is not granted.

ARTICLE XVI - Paragraph "D" - The Employer and the Union agree to establish a joint Safety Committee composed of an equal number of Union officials and Company officials.

ARTICLE XXVII - Paragraph "A-1" - Amend full time contribution rate to \$52 per month effective 12-1-73.

ARTICLE XXVII - Paragraph "A-1" - The Employer will contribute 10¢ per hour for part time employees with one year of continuous service excluding students and those with other regular jobs effective 12-1-73.

ARTICLE XXIV - Paragraph "I" - Delete.

ARTICLE XXX - Paragraph "S" - Length of Agreement - September 30, 1973 through September 29, 1974.

ARTICLE XXX - Paragraph "C" - Delete. (The Employer agrees to provide the Union with a written statement that the employer will not file objections to the Union's request for approval of this settlement by the Cost of Living Council.

SCHEDULE "A" - WAGES

- Head Meat Cutter - 30¢ per hour increase.
- First Cutter - 30¢ per hour increase.
- Journeyman and Backroom Cutter - 27½¢ per hour increase.
- Part time Journeyman - 27½¢ per hour increase.
- Apprentices - 25¢ per hour increase.
- Head Grocery Clerks - 30¢ per hour increase.
- Head Produce Clerks - 30¢ per hour increase.
- Head Checker and Head Dairy - 25¢ per hour increase.
- Wrappers, Weighers, Checkers - 25¢ per hour increase.
- Part time employees - 20¢ per hour increase.

Effective September 30, 1973, employees in the classification of wrappers, weighers, checkers shall receive the same rate of pay as employees in the classification of clerks.

The following changes will be made in volume levels and rates of pay:

Head Meat Cutter - delete first two sales brackets. Amend sales bracket of \$16,751 and over to \$16,751 to \$20,000. Add sales bracket of \$20,001 and over. (Rate of pay to be \$3 per week over the top existing bracket.)

Grocery Department Head Clerks.

(Grocery and Produce)

Delete bottom bracket. Amend \$27,001 and over bracket to \$27,001 to \$35,000. Add additional bracket of \$35,001 and over (rate of pay to be \$3 per week higher than present top bracket.)

Add contract classification of Head Delicatessen Clerk. Rate of pay to be the same as head checkers and head dairy clerks. The following language will apply: Employees in the Delicatessen Department will be considered for promotion to Head Delicatessen Clerk by seniority if in the opinion of management such employees are qualified for said promotion.

The Employer agrees to implement retroactive to May 6, 1973 an additional increase of 5¢ per hour to appropriate employees under the \$3.50 implementation rule. This shall not apply to employees who have received a previous implementation under the \$2.75 rule.

Delete paragraph referring to 12½¢ per hour for operation of Semi-automatic Wrapping Machine in the Meat Department.

MEAT PLANT

The present Agreement with the following additions and deletions and/or amendments,

Economics - The same as stated above for stores.

ARTICLE VI - Paragraph "P" - The steward shall be notified when employees are recalled from layoff.

ARTICLE X - Paragraph "E" - The daily hours of work shall be a consecutive for all employees except for an unpaid lunch period of thirty minutes. When an employee is required to work one hour or more beyond the eight hour day, the employee shall be given a ten minute paid rest period, however, if an employee is required to work two hours or more, a twenty minute paid rest period shall be provided. A ten minute paid rest period shall be given for each additional two hours over four hours. (This first ten minute rest period as set forth in the previous sentence shall apply after a total of four hours of overtime work.)

ARTICLE VI - Seniority and Job Security:

Add to Para "M" - Following the list of Classifications:

Senior employees shall be given consideration for early starting time. If a junior employee is given an early starting time, he will not be given more overtime than the senior employees who are not scheduled for an early starting time in that section that day.

If overtime is necessary in any section and the employees in the section refuse the overtime, then the overtime will be offered to qualified employees outside the section by seniority in the following manner:

ARTICLE VI - Paragraph "L" - Add. - In case of Plant closing, guaranteed employees will be absorbed into the stores.

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033

If overtime is required in the following work center:

- #1 - Receiving
- #2 - Fab Line
- #3 - Chopped Beef
- #4 - Material Handlers
- #5 - Sanitors.

The Company will seek needed additional qualified volunteers from the following work center:

- # 2 & 3
- # 1 & 3
- # 1, 2 & 4
- # 1, 2 & 3
- #4

However, no more employees should be assigned to work overtime in any section than is normally assigned to that section. In case of extreme emergency, the number of employees in a section may be expanded by mutual agreement between the Plant Manager and Business Representative and/or Steward.

In the event the Company establishes new sections, the Union and the Company will review the new sections in regard to overtime.

WAGES

- Meat Trainee - 25¢ per hour increase.
- Breakup - 27½¢ per hour increase.
- Meat Cutter and Processor - 27½¢ per hour increase.
- Sanitor - 25¢ per hour Increase.
- Wrapper and Packer - 25¢ per hour increase.
- Meat and Materials Handler - 25¢ per hour increase.