

UFCW UNION LOCAL NO. 1099

and

KROGER CO.

SUPPLEMENT AGREEMENT

RE: WINE AND LIQUOR SHOP FOR STORES IN KENTUCKY

Pursuant to Article VIII, (Wages), Section 8.2, the following provisions will supplement the Agreement effective October 2, 1983 through October 4, 1986 by and between the Kroger Co., Cincinnati Division of the Cincinnati/Dayton Marketing Area (KMA) and Local Union No. 1099, United Food and Commercial Workers International Union, AFL-CIO:

1) The Employer has established a new classification - Liquor Shop Attendant. This classification is to be used in grocery departments to operate wine and liquor shops (within stores located in the State of Kentucky). The following wage rates shall apply:

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>EFFECTIVE</u> <u>9-29-85</u>
CLERK - REGULAR		
0-9 months	6.40	6.40
9-18 months	7.20	7.20
18-24 months	8.05	8.05
Over 24 months	9.85	10.20
CLERK - PART-TIME		
0-6 months	4.90	4.90
6-12 months	5.35	5.35
12-18 months	6.05	6.05
18-24 months	6.90	6.90
Over 24 months	7.70	8.05

2) The job duties of a Liquor Shop Attendant shall normally include customer service and transactions, ordering and inventory of merchandise and supplies, product receiving, pricing, stocking and displaying, and operation of the department in accordance with the Employer's operations merchandising policies and applicable state laws. It is further understood that employees in such classification shall not perform work outside of such department - a violation of which shall be considered a grievance within the scope of Article II of this Agreement.

3) Employees classified as Liquor Shop Attendant will have seniority under the same conditions as provided for in the appropriate Articles of this Agreement, but seniority shall be applied only among themselves in such classification.

4) When a liquor shop(s) is open under this Agreement, a notice of such opening(s) shall be sent to the Union Office and simultaneously posted in all of the Employer's stores in Zone E four (4) weeks in advance. Such notice shall specify the rates of pay (beginning at the starting rate); that the employee must be 21 years of age; that separate seniority and work duties are involved and that no Sunday work will be available. Those Clerk and Sacker/Carryout employees who are desirous of being considered for such positions shall submit a letter of such intent to the Personnel Department (with a copy to the Local Union Office) within two (2) weeks of such notice posting.

The Employer shall have the right to exercise final judgment as to the selection of employees to classify as Liquor Shop Attendants after giving due regard to seniority. This shall not preclude the Union from questioning, through the Grievance and Arbitration Procedure, whether the Employer has given due regard to seniority.

5) Any Clerk or Sacker/Carryout employee(s) who transfer into a Liquor Shop Attendant position shall have the right to voluntarily return to his prior position in the event such Liquor Shop is closed within eighteen (18) months of the date of such transfer. Furthermore, if a forty (40) hour work week becomes unavailable to any "Regular" Liquor Shop Attendant within eighteen (18) months of the date of such transfer, he shall have the right to voluntarily return to his prior position with no loss of seniority and/or benefits.

6) All provisions of the Agreement, except as provided otherwise in this Supplement, shall apply to employees classified as Liquor Shop Attendants.

7) In the event the Employer elects to operate Liquor Shops in State(s) other than the State of Kentucky, it is understood and agreed that advance notice shall be furnished to the Union in order that both parties can negotiate rates of pay and conditions for same.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized representatives this 23rd day of March, 1984.

FOR THE UNION:

UFCW UNION LOCAL NO. 1099

BY: Gene W. Baker

BY: Chris Ball

FOR THE EMPLOYER:

KROGER CO.

BY: Paul Mohr

BY: _____