

FINAL OFFER

Memorandum of Agreement for Atlanta

April 2, 2014

The Kroger Co., Atlanta Division and UFCW Local 1996

You are voting on the Current Agreement plus the following changes:

Please note anything in **Bold** is new language

Article 5- Dispute Procedure: Add New Language: Effective 1-1-2015 all discharge/suspend pends shall proceed directly to the 3rd step of the grievance procedure within thirty (30) days of the grievance having been filed unless mutual consent is given by the employer and the union for an extension of the time limit.

Article 11.05 – Working Conditions: Change to Read:

For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and March 26, 1994 respectively:

The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less, Sunday through Saturday. Employees will be paid time and one-half (1½) for all hours worked over forty (40), including a holiday week. **Employees may work a 32 hour work week, if mutually agreed upon, during a holiday week.** Sunday and holiday rotation will not apply to these employees.

Article 12.04 - Seniority: Add New Language: For any Department Manager that steps down or is removed for performance reasons only, the associate must wait a minimum of one (1) year before applying for another Department Manager position. The time frame can be shortened if there is mutual agreement between the Company and the Union.

Article 13.06 -Vacation: Change to Read: Flexible Vacation: **Any** employee who is eligible for three (3) weeks or more of vacation shall be eligible to take one (1) week in days providing such employee has given seven (7) days advance notice or is mutually agreeable by the Employer.

Article 14.03 – Sunday and Holidays: Change to Read:

For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Employees will be paid time and one-half (1-1/2) their straight-time hourly rate of pay for hours worked over forty (40) in a holiday week.

Employees may work a 32 hour work week, if mutually agreed upon, during a holiday week.

Sunday and holiday rotation will not apply to employees hired after December 10, 1987, December 13, 1987, and March 26, 1994 respectively of the Agreement.

Article 19 – Health and Welfare – **See attached benefit plan design.**

Article 19-Health and Welfare: Paragraphs 19.01, 19.02, 19.03, 19.04, 19.05 and 19.06 – **ACA compliant language will be developed for these sections to define the term “eligible employee” with the application of six (6) month measurement and stability periods and 90-day waiting period requirements for employees hired/promoted into full-time classifications.**

Article 19.11 - Health and Welfare: Employer Contributions Paragraph 4- Change to Read:
Effective 1/15, 1/16 and 1/17 employer contributions may be increased up to a maximum of 8% per year. The Trustees of the H&W Fund in conjunction with the Plan Consultant will determine the necessity for such increases based on the **criteria of maintaining annual operation balance (total income equal to total expense)** and maintaining at least a minimum **prospective** reserve level in calendar year **2017** of two months non-HMO cost plus 1.5 months total cost for a total of 3.5 months reserve requirement. If the maximum increase of 8% is not needed **1/15 or 1/16**, the remaining percentage may be rolled over into **2016 and 2017**.

Article 19 – Health and Welfare: Effective 12/31/2014 the following Healthcare Language expires:
Effective March 1, 2006, if a spouse is eligible for health care from his/her non-Kroger employer and does not elect this coverage, a one hundred dollar (\$100) per month fee will be charged to the employee. An employee will not be charged if the spouse is not eligible. If the employee's spouse elects available coverage from another employer sponsored medical plan, the Atlanta Health and Welfare Fund coordination of benefits apply.

Article 19 – Health and Welfare: Change to Read:
The Employer shall collect the employee contributions via payroll deduction on a pre-tax basis and remit contributions to the Fund.

Article 19 – Health and Welfare: Effective 4/30/2014 the following Healthcare language expires:
Retirees: Effective January 1, 2006, the Fund will provide a maximum of two hundred and twenty-five dollars (\$225.00) and effective January 1, 2009, a maximum of two hundred and fifty dollars (\$250.00) subsidy for the pre-Medicare retirement plan of benefits respectively.

Article 19 - Health and Welfare: Add New Paragraph: Health and Welfare Cost Savings
Measureable cost savings adopted by the Trustees of the H&W Fund, such as plan design changes, changes in vendors providing services or goods to the Fund, and health claims management measures may be utilized to provide benefit improvements for plan participants or reductions in employee co-premiums and not to directly reduce employer contribution requirements so long as such changes do not cause an increase to the overall costs of the Health and Welfare plans as negotiated for this agreement.

Article 19.05, Paragraphs 3 and 4 - Health and Welfare General Eligibility: Change to Read:

3. Effective 1/1/2015 after completion of the six (6) month period, employees will be covered by Plan 2 for a period of **forty-eight (48) months**.

4. Effective 1/1/2015 after completion of **forty-eight (48) months** of contributions in Plan 2, the employee will be covered in Plan 1 and shall be eligible for Full-time benefits based on an average of thirty-two (32) hours per week or Part-time benefits based on an average of twelve (12) hours per week.

Article 19 - Health and Welfare: Add Side Letter:

Medical/Rx Coverage for Spouses: Effective 1/1/15 - The Plan will no longer provide medical or prescription drug coverage for spouses. “Dual” covered individuals (where both husband and wife are employees) can continue to be covered as both employee and spouse and will have coverage coordinated up to 100%.

Transition of Medical/Rx Coverage for Spouses: Effective 1/1/15 – Spouses who are enrolled in coverage during the 2014 calendar year and are still actively covered as of November 30, 2014 and who do not have access to Employer sponsored coverage will receive a one-time lump sum bonus of \$1500.00 less applicable taxes to be paid on December 5, 2014 to assist in the transition of healthcare coverage.

New Spouse Dental/Vision Benefit: Effective 1/1/15 - Employees who qualify for Plan 1 or Plan 2 coverage will be able to elect a benefit package for their spouses consisting of dental and vision coverage for an employee co-premium of \$2.00 per week.

Article 19.11 - Health and Welfare: Add New Paragraph:

Changes to Weekly Employee Co-Premiums Effective 1/1/15. Employee co-premiums will be set to the current levels for associates hired after April 2010 at the PPO levels, regardless of date of hire or HMO/PPO election. The co-premiums for Part-Time employee-only will be the same as the Full-Time employee-only co-premium:

- a. Employee Only: \$ 5.00 per week
- b. Employee + Child(ren): \$12.00 per week

If a husband and wife are both employed by the company, they will qualify for “dual” coverage and if they qualify for Plan 1 or Plan 2, can elect to cover each other for secondary coverage. Employee co-premiums for “Duals” are as follows:

- a. Employee Only: \$ 5.00 per week
- b. Employee + Child(ren): \$12.00 per week
- c. Dual Employees: \$12.00 per week
- d. Dual Employees + Child(ren): \$15.00 per week

Add Letter of Understanding Regarding The Affordable Care Act (ACA)

Should there be a material change in the ACA adversely affecting the employees, spouses, and dependents including but not limited to the amount of premium assistance tax credits and cost-sharing reductions, or in the implementation of the ACA Exchanges caused by legislation, regulations or court ruling, the Union may reopen the agreement to appropriately reallocate the total bargained economics in response to the new requirements and without increasing the total bargained package.

Both parties further agree that Article 6, No Strike-No Lockout or Articles containing No Strike-No Lockout in other Collective Bargaining Agreements between Local 1996 and the Atlanta Marketing Area will not prohibit the members from exercising their right to strike the employer over applicable articles dealing with Health & Welfare, should no agreement be reached.

Article 20- Pension: Add side letter: UFCW Consolidated Pension Fund (the “Fund”)

The Kroger Co. and UFCW Local Union # 1996, Atlanta, GA entered into a Memorandum of Understanding dated December, 2011 (the UFCW/Kroger MOU), the terms of which are incorporated herein by reference (in their entirety). The UFCW/Kroger MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to eligible employees under this CBA and governs (1) Kroger’s participation in, and contributions to, the UFCW Consolidated Pension Fund (the “Fund”), and (2) the benefits

provided to employees of Kroger working in the Front End, Grocery, Produce, Drug/GM and Fuel employees, under this CBA. A copy of the UFCW/Kroger MOU is available upon request.

Employees in the Front End, Grocery, Produce, Drug/GM and Fuel employees, in the bargaining unit covered by this CBA shall participate in the UFCW Consolidated Pension Fund, subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits ("Plan") of the Fund.

Kroger agrees to provide to the Board of Trustees of the Fund or its designee, all information needed in connection with the administration of the Fund, including but not limited to all hours worked, paid, or for which employees are entitled to payment, and total compensation, with respect to all bargaining unit employees. In order to ensure that all employees entitled to participate in the Fund are appropriately reflected in the records of the Fund, Kroger further agrees to the examination of its payroll records by the Board of Trustees of the Fund or its designee.

Article 20 – Pension: Paragraph 20.06 – Change the following:

Effective 4/30/2014 the following Healthcare retiree language expires:

UFCW International Union – Industry Pension Fund for Meat, Seafood, Deli/Bakery and effective 1/1/06 for Starbucks employees (Note: For Starbucks clerks, all time served prior to this date will be counted toward eligibility): The Employer will contribute sixty-one dollars (\$61.00) per month on behalf of employees who apply for and are officially approved for retirement benefits after February 1, 1978, pursuant to Article 19 of this same Agreement. Such contributions shall be made to the United Food and Commercial Workers Local 1996 and Employers Health and Welfare Trust Fund which has been entered into by the parties hereto for purposes of providing eligible employees Health and Welfare benefits.

Article 22 - Expiration: Change Paragraph 22.01 to read:

This agreement shall continue in effect from March 16, 2014 through March 18, 2017 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

Appendix 1 – Reclassification: Update Language:

Effective Sunday following Ratification, New Schedule "B" is in effect for all stores covered under this agreement. Beginning **January 30, 2015** and each fiscal year thereafter through the life of this contract: Front-End, Grocery, Produce, Deli, Meat, and Drug/GM Managers, Assistant Grocery Managers in Area 1 and 2 of the Atlanta Contract and Savannah Contract as well as Lead File Maintenance, Bakery Managers, and Grandfathered Seafood Managers in Area 1 and 2 of the Atlanta Contract, will be classified based on average sales minus fuel sales for the prior full thirteen (13) Kroger periods. A new list of Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers, Assistant Grocery Managers, as well as Lead File Maintenance, Bakery Managers, and Grandfathered Seafood Managers rates will be established based on the reclassification if changes are involved.

Employees in these positions with job dates in the above classifications on or after **Sunday following Ratification** will be reclassified annually using the store volume New Schedule "B" to determine their rate of pay.

Employees in these positions with job dates in the above classifications prior to **Sunday following Ratification** will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay.

Effective Sunday following Ratification New Schedule "B" is in effect for all stores covered under this agreement. On new store or stores which may be remodeled, Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers and Grandfathered Seafood Managers shall be paid their previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly sales minus fuel sales on Schedule B for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling. Employees in these positions with job dates prior in the above classifications to **Sunday following Ratification** will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay.

Rates for employees in these positions will then be adjusted to the new classification with retroactive adjustment to the re-grand opening of the store.

Employees in these positions who voluntarily transfer stores or positions on or after Sunday following ratification will be placed on the appropriate rate of pay in accordance with New Schedule "B".

It is understood that in the event of a store closing and in any other situation that could impact employees whose job dates are prior to **Sunday following Ratification** that the Company and the Union will meet to discuss the application of wages with the understanding that it is the intent of the bargaining parties to avoid a reduction of pay that occurs solely as a result of the implementation of New Schedule "B".

Schedule A Wages Area 1 and Area 2: Add New Language: Assistant Department Heads: Upon the second increase but no later than September 13, 2015, Assistants and all future promotions to Assistants, not on a volume rated pay scale, will be increased to not less than the 60 month progression rate plus their premium and continue to progress to the top rate of pay.

Schedule A Wages Area 1 and Area 2 Paragraph 5: Add New Language: Effective 9/14/2014 the classification of Lead Cheese is reinstated and will receive a .40 cent premium where appointed.

Article 3.04 Change to Read:

In the interest of promoting cooperative relations, the Store Manager will introduce each new employee to a Union Shop Steward within one (1) week after the new employee reports for work. At this meeting, which shall take place during working hours, a Shop Steward shall give the new employee a copy of the Bargaining Agreement with the Union and shall explain its operation. A Shop Steward may answer any questions that a new employee ask, may request the new employee to join the Union and may make arrangements for the new employee to become a member. **Employer agrees to timely notification to the Local Union President's Office, via email, of the dates, times, and locations of pre-planned new hire orientations when they are held, to provide an opportunity for a Union representative to speak to new associates.** The Company agrees to add to the New Hire Orientation checklist that Store Management will introduce the shop steward to the new employee.

Add Current Side Letter : Marketplace Letter of Understanding

It is understood and agreed by the parties that whenever the Employer opens and operates what will be known as a "Marketplace" store, such store shall be covered by the Atlanta Collective Bargaining Agreement, dated March 16, 2014 through March 18, 2017, with the following exceptions:

- The Employer will have one (1) Department Manager for the Drug/GM department and they will be called a Drug/GM Marketplace Manager. This Drug/GM Marketplace Manager will be paid the contractual sales volume wage rate for a Drug/GM Manager. Also the Employer will appoint an additional Assistant Drug/GM Manager that will be paid the Assistant Drug/GM Manager premium. All clerks in the Drug/GM and Home areas are interchangeable.
- Where the Employer deems it necessary, each of the sub-departments (expanded kitchen, home décor/ furniture, soft goods/clothing and expanded toys/baby world) may have one or more lead positions at the lead clerk premium.
- In addition to the sub departments' leads, where the Employer deems it necessary, a Marketplace store will appoint an additional "Scan Coordinator".
- When the Employer deems it necessary, it will appoint more than one Assistant Department Manager in the other departments in the store based upon the needs of the store.
- The Employer may utilize an outside service for the delivery of Drug/GM and Home Department merchandise.
- In Marketplace stores, store management has the ability to construct two (2) displays per week in the General Merchandise Home Department (expanded kitchen, home décor/furniture, soft goods/clothing and expanded toys/baby world).

It is understood that in the event of a Marketplace Store closing that the Company and the Union will meet and discuss.

Add Current Side Letter: Letter of Understanding Murrays Cheese Shops Area 1 Stores

This letter serves to summarize our understanding and agreement with regards to the establishment of a new employee classification of Murray's Cheese Shop Master and Murray's Cheese Shop Clerk under the current Atlanta collective bargaining agreement. It is understood that Murray's Cheese Shop associates will be considered Deli Department associates and all terms and conditions of employment under the Atlanta Clerks agreement shall apply unless specified below.

A Murray's Cheese Shop associate's responsibilities will be to perform all tasks associated with the operation of the Murray's Cheese Shop as directed by store management. Murray's Cheese Masters and Murrays Cheese Clerks will be required to successfully complete the Murray's certification training program. Previous proven comparable experience within the food industry or food service will be determined based upon their experience and associates will be placed at the appropriate wage on the wage schedule in accordance with the experience credit language as outlined in the current Atlanta collective bargaining agreement. Once a full-time Murray's Cheese Clerk has completed the Murray's Certification Training their current personal rate will

increase to the 54 month rate \$9.50 and they will continue to progress on the full-time wage schedule specified below. Additionally once a Part-time Murray's Cheese Clerk has completed the Murray's Certification Training their current personal rate will increase to the 72 month rate \$10.00 and they will continue to progress on the part-time wage schedule specified below.

In addition, the following wage schedule has been established to support this classification.

Murray's Cheese Master

Current	9/14/2014	9/13/2015	9/11/2016
\$16.00	\$16.25	\$16.50	\$16.75

Murray's Cheese Clerk

Full Time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.65	\$7.65	\$7.65	\$7.65
After 18 months	\$7.90	\$7.90	\$7.90	\$7.90
After 24 months	\$8.05	\$8.05	\$8.05	\$8.05
After 30 months	\$8.30	\$8.30	\$8.30	\$8.30
After 36 months	\$8.60	\$8.60	\$8.60	\$8.60
After 42 months	\$8.90	\$8.90	\$8.90	\$8.90
After 48 months	\$9.20	\$9.20	\$9.20	\$9.20
After 54 months	\$9.50	\$9.50	\$9.50	\$9.50
After 60 months	\$9.80	\$9.80	\$9.80	\$9.80
After 66 months	\$10.50	\$10.50	\$10.50	\$10.50
After 72 months	\$14.40	\$14.65	\$14.90	\$15.15

Part Time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.70	\$7.70	\$7.70	\$7.70
After 48 months	\$7.80	\$7.80	\$7.80	\$7.80
After 54 months	\$7.90	\$7.90	\$7.90	\$7.90
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.25	\$8.25	\$8.25	\$8.25
After 72 months	\$10.00	\$10.15	\$10.30	\$10.45

It is understood that the Company and the Union will meet to discuss further expansion of these shops beyond those locations contained in this letter. In the event of individual Murray's Cheese Shop closures the Company will follow the language in Appendix "A" Application of Seniority regarding closing and reduction of hours. Should the concept of Murray's Cheese Shops fail and the partnership dissolves in whole then the Company agrees to grandfather the rate of pay for Murray's Cheese Masters.

Add Current Side Letter: Letter of Understanding Murrays Cheese Shops 1996 Area 2 Stores

This letter serves to summarize our understanding and agreement with regards to the establishment of a new employee classification of Murray's Cheese Shop Master and Murray's Cheese Shop Clerk under the current Atlanta collective bargaining agreement. It is understood that Murray's Cheese Shop associate's will be considered Deli Department associates and all terms and conditions of employment under the Atlanta Clerks agreement shall apply unless specified below.

A Murray's Cheese Shop associate's responsibilities will be to perform all tasks associated with the operation of the Murray's Cheese Shop as directed by store management. Murray's Cheese Masters and Murrays Cheese Clerks will be required to successfully complete the Murray's certification training program. Previous proven comparable experience within the food industry or food service will be determined based upon their experience and associates will be placed at the appropriate wage on the wage schedule in accordance with the experience credit language as outlined in the current Atlanta collective bargaining agreement. Once a full-time Murray's Cheese Clerk has completed the Murray's Certification Training their current personal rate will increase to the 60 month rate \$9.05 and they will continue to progress on the full-time wage schedule specified below. Additionally once a Part-time Murray's Cheese Clerk has completed the Murray's Certification Training their current personal rate will increase to the 72 month rate \$9.65 and they will continue to progress on the part-time wage schedule specified below. In addition, the following wage schedule has been established to support this classification.

Murray's Cheese Master

Current	9/14/2014	9/13/2015	9/11/2016
\$15.90	\$16.15	\$16.40	\$16.65

Murray's Cheese Clerk

Full Time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.75	\$7.75	\$7.75	\$7.75
After 42 months	\$8.05	\$8.05	\$8.05	\$8.05
After 48 months	\$8.35	\$8.35	\$8.35	\$8.35
After 54 months	\$8.65	\$8.65	\$8.65	\$8.65
After 60 months	\$9.05	\$9.05	\$9.05	\$9.05

After 66 months	\$9.60	\$9.60	\$9.60	\$9.60
After 72 months	\$13.90	\$14.15	\$14.40	\$14.65

Part Time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.65	\$7.65	\$7.65	\$7.65
After 48 months	\$7.70	\$7.70	\$7.70	\$7.70
After 54 months	\$7.80	\$7.80	\$7.80	\$7.80
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.10	\$8.10	\$8.10	\$8.10
After 72 months	\$9.65	\$9.80	\$9.95	\$10.10

It is understood that the Company and the Union will meet to discuss further expansion of these shops beyond those locations contained in this letter. In the event of individual Murray's Cheese Shop closures the Company will follow the language in Appendix "A" Application of Seniority regarding closing and reduction of hours. Should the concept of Murray's Cheese Shops fail and the partnership dissolves in whole then the Company agrees to grandfather the rate of pay for Murray's Cheese Masters.

Add Following Side Letter:

March 14, 2014

Mr. Steve Lomax
President
UFCW Local 1996
3302 McGinnis Ferry Rd., Suite 201
Suwanee, GA 30024

RE: Letter of Understanding Regarding Reclassification of Volume Rated Positions

Dear Steve,

During contract negotiations between UFCW Local 1996 and The Kroger Co., the following items were discussed:

- The Company and the Union agree to review the new Schedule B reclassification levels prior to implementation of the new reclassification process.
- The Company agrees to investigate the potential adding of store level information to job postings and, if feasible, agrees to do so.

Respectfully Submitted,

Buck Moffett
Division HR Leader
Atlanta Division

Add Following Side Letter:

March 13, 2014

**Mr. Steve Lomax
President
UFCW Local 1996
3302 McGinnis Ferry Road, Suite 201
Suwanee, GA 30024**

RE: Letter of Understanding Martin Luther King Day

Dear Steve,

The Atlanta Division recognizes that associates may wish to exercise their own personal choice to celebrate the legacy of Dr. Martin Luther King, Jr. by taking that day off. Associates may take a personal holiday or flex vacation day, if applicable. Requests off will be permitted as long as multiple requests off by associates at the same store location do not create a hardship on the business and providing such requests are submitted at least (30) days prior to the holiday.

Sincerely,

**Charles Mitchell
Vice President of Operations
The Kroger Co.
Atlanta Division**

Area 1 Wage Schedule

Please note: Associates will be given credit for time spent in their bracket for purpose of determining their next progression increase date.

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr and Meat Manager Hired after 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$18.65	\$19.05	\$19.45	\$19.85
Level 2 = \$250,000 - \$324,999	\$18.90	\$19.30	\$19.70	\$20.10
Level 3 = \$325,000 - \$399,999	\$19.15	\$19.55	\$19.95	\$20.35
Level 4 = \$400,000 - \$524,999	\$19.40	\$19.80	\$20.20	\$20.60
Level 5 = \$525,000 - \$674,999	\$19.65	\$20.05	\$20.45	\$20.85
Level 6 = \$675,000 & Over	\$19.90	\$20.30	\$20.70	\$21.10

Meat Manager - promoted on or before 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$19.30	\$19.70	\$20.10	\$20.50
Level 2 = \$250,000 - \$324,999	\$19.55	\$19.95	\$20.35	\$20.75
Level 3 = \$325,000 - \$399,999	\$19.80	\$20.20	\$20.60	\$21.00
Level 4 = \$400,000 - \$524,999	\$20.05	\$20.45	\$20.85	\$21.25
Level 5 = \$525,000 - \$674,999	\$20.30	\$20.70	\$21.10	\$21.50
Level 6 = \$675,000 & Over	\$20.55	\$20.95	\$21.35	\$21.75

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$17.75	\$18.00	\$18.25	\$18.50
Level 2 = \$250,000 - \$324,999	\$18.00	\$18.25	\$18.50	\$18.75
Level 3 = \$325,000 - \$399,999	\$18.25	\$18.50	\$18.75	\$19.00
Level 4 = \$400,000 - \$524,999	\$18.50	\$18.75	\$19.00	\$19.25
Level 5 = \$525,000 - \$674,999	\$18.75	\$19.00	\$19.25	\$19.50
Level 6 = \$675,000 & Over	\$19.00	\$19.25	\$19.50	\$19.75

Bakery Manager - if in separate area of Store

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$15.40	\$15.65	\$15.90	\$16.15
Level 2 = \$250,000 - \$324,999	\$15.65	\$15.90	\$16.15	\$16.40
Level 3 = \$325,000 - \$399,999	\$15.90	\$16.15	\$16.40	\$16.65
Level 4 = \$400,000 - \$524,999	\$16.90	\$17.15	\$17.40	\$17.65
Level 5 = \$525,000 - \$674,999	\$17.15	\$17.40	\$17.65	\$17.90
Level 6 = \$675,000 & Over	\$17.40	\$17.65	\$17.90	\$18.15

Lead File Maintenance

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$14.85	\$15.10	\$15.35	\$15.60
Level 2 = \$250,000 - \$324,999	\$15.35	\$15.60	\$15.85	\$16.10
Level 3 = \$325,000 - \$399,999	\$16.35	\$16.60	\$16.85	\$17.10
Level 4 = \$400,000 - \$524,999	\$16.85	\$17.10	\$17.35	\$17.60
Level 5 = \$525,000 - \$674,999	\$17.10	\$17.35	\$17.60	\$17.85
Level 6 = \$675,000 & Over	\$17.35	\$17.60	\$17.85	\$18.10

Assistant Grocery Manager

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$324,999	\$15.35	\$15.60	\$15.85	\$16.10
Level 3 = \$325,000 - \$399,999	\$16.35	\$16.60	\$16.85	\$17.10
Level 4 = \$400,000 - \$524,999	\$16.85	\$17.10	\$17.35	\$17.60
Level 5 = \$525,000 - \$674,999	\$17.10	\$17.35	\$17.60	\$17.85
Level 6 = \$675,000 & Over	\$17.35	\$17.60	\$17.85	\$18.10

Schedule B New Schedule

See Appendix 1 Reclass

- Level 2 Lowest 20% Sales
- Level 3 Next 20% Sales
- Level 4 Next 20% Sales
- Level 5 Next 20% Sales
- Level 6 Highest 20% Sales

In-Store Hourly Chef

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$13.85	\$13.85	\$13.85	\$13.85
After 12 months	\$14.35	\$14.35	\$14.35	\$14.35
After 24 months	\$15.35	\$15.35	\$15.35	\$15.35
After 36 months	\$15.85	\$15.85	\$15.85	\$15.85
After 48 months	\$17.10	\$17.35	\$17.60	\$17.85

Checker/Stock Clerk (Full-time before 9/9/84)

Current	9/14/2014	9/13/2015	9/11/2016
\$16.70	\$16.95	\$17.20	\$17.45

Meat Clerks (Full-time before 9/1/84)

Current	9/14/2014	9/13/2015	9/11/2016
\$16.45	\$16.70	\$16.95	\$17.20

Journeyman (Grandfathered)

Current	9/14/2014	9/13/2015	9/11/2016
\$17.69	\$17.94	\$18.19	\$18.44

Deli/Bakery/Seafood Clerks (Full-time before 9/1/84)

	Current	9/14/2014	9/13/2015	9/11/2016
	\$16.30	\$16.55	\$16.80	\$17.05

Full-time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.65	\$7.65	\$7.65	\$7.65
After 18 months	\$7.90	\$7.90	\$7.90	\$7.90
After 24 months	\$8.05	\$8.05	\$8.05	\$8.05
After 30 months	\$8.30	\$8.30	\$8.30	\$8.30
After 36 months	\$8.60	\$8.60	\$8.60	\$8.60
After 42 months	\$8.90	\$8.90	\$8.90	\$8.90
After 48 months	\$9.20	\$9.20	\$9.20	\$9.20
After 54 months	\$9.50	\$9.50	\$9.50	\$9.50
After 60 months	\$9.80	\$9.80	\$9.80	\$9.80
After 66 months	\$10.50	\$10.50	\$10.50	\$10.50
After 72 months	\$14.40	\$14.65	\$14.90	\$15.15

Part-time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.70	\$7.70	\$7.70	\$7.70
After 48 months	\$7.80	\$7.80	\$7.80	\$7.80
After 54 months	\$7.90	\$7.90	\$7.90	\$7.90
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.25	\$8.25	\$8.25	\$8.25
After 72 months	\$10.00	\$10.15	\$10.30	\$10.45

Fuel Full-time

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.50	\$7.50	\$7.50	\$7.50
After 6 months	\$7.75	\$7.75	\$7.75	\$7.75
After 12 months	\$8.00	\$8.00	\$8.00	\$8.00
After 18 months	\$8.25	\$8.25	\$8.25	\$8.25
After 24 months	\$8.50	\$8.50	\$8.50	\$8.50
After 30 months	\$8.75	\$8.75	\$8.75	\$8.75
After 36 months	\$9.00	\$9.00	\$9.00	\$9.00

After 42 months	\$9.50	\$9.50	\$9.50	\$9.50
After 48 months	\$11.00	\$11.25	\$11.50	\$11.75

Fuel Part-time	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.50	\$7.50	\$7.50	\$7.50
After 9 months	\$7.75	\$7.75	\$7.75	\$7.75
After 18 months	\$8.00	\$8.00	\$8.00	\$8.00
After 27 months	\$8.25	\$8.25	\$8.25	\$8.25
After 36 months	\$8.50	\$8.50	\$8.50	\$8.50
After 45 months	\$8.75	\$8.75	\$8.75	\$8.75
After 54 months	\$9.00	\$9.00	\$9.00	\$9.00
After 63 months	\$10.00	\$10.15	\$10.30	\$10.45

Courtesy Clerks	Current
Start	\$7.25
After 36 months	\$7.40

Area 2 Wage Schedule

Please note: Associates will be given credit for time spent in their bracket for purpose of determining their next progression increase date.

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr and Meat Manager Hired after 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$17.45	\$17.85	\$18.25	\$18.65
Level 2 = \$250,000 - \$324,999	\$17.70	\$18.10	\$18.50	\$18.90
Level 3 = \$325,000 - \$399,999	\$17.95	\$18.35	\$18.75	\$19.15
Level 4 = \$400,000 - \$524,999	\$18.20	\$18.60	\$19.00	\$19.40
Level 5 = \$525,000 - \$674,999	\$18.45	\$18.85	\$19.25	\$19.65
Level 6 = \$675,000 & Over	\$18.70	\$19.10	\$19.50	\$19.90

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr (hired on (or before 10/30/05) and Meat Manager Hired before 10/30/05 and promoted on or After 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$18.65	\$19.05	\$19.45	\$19.85
Level 2 = \$250,000 - \$324,999	\$18.90	\$19.30	\$19.70	\$20.10
Level 3 = \$325,000 - \$399,999	\$19.15	\$19.55	\$19.95	\$20.35
Level 4 = \$400,000 - \$524,999	\$19.40	\$19.80	\$20.20	\$20.60
Level 5 = \$525,000 - \$674,999	\$19.65	\$20.05	\$20.45	\$20.85
Level 6 = \$675,000 & Over	\$19.90	\$20.30	\$20.70	\$21.10

Meat Manager promoted on or before 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$19.30	\$19.70	\$20.10	\$20.50
Level 2 = \$250,000 - \$324,999	\$19.55	\$19.95	\$20.35	\$20.75
Level 3 = \$325,000 - \$399,999	\$19.80	\$20.20	\$20.60	\$21.00
Level 4 = \$400,000 - \$524,999	\$20.05	\$20.45	\$20.85	\$21.25
Level 5 = \$525,000 - \$674,999	\$20.30	\$20.70	\$21.10	\$21.50
Level 6 = \$675,000 & Over	\$20.55	\$20.95	\$21.35	\$21.75

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$17.75	\$18.00	\$18.25	\$18.50
Level 2 = \$250,000 - \$324,999	\$18.00	\$18.25	\$18.50	\$18.75
Level 3 = \$325,000 - \$399,999	\$18.25	\$18.50	\$18.75	\$19.00
Level 4 = \$400,000 - \$524,999	\$18.50	\$18.75	\$19.00	\$19.25
Level 5 = \$525,000 - \$674,999	\$18.75	\$19.00	\$19.25	\$19.50
Level 6 = \$675,000 & Over	\$19.00	\$19.25	\$19.50	\$19.75

Bakery Manager --Hired on or before 10/30/05-- If in separate area of Store

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$15.40	\$15.65	\$15.90	\$16.15

Level 2 = \$250,000 - \$324,999	\$15.65	\$15.90	\$16.15	\$16.40
Level 3 = \$325,000 - \$399,999	\$15.90	\$16.15	\$16.40	\$16.65
Level 4 = \$400,000 - \$524,999	\$16.90	\$17.15	\$17.40	\$17.65
Level 5 = \$525,000 - \$674,999	\$17.15	\$17.40	\$17.65	\$17.90
Level 6 = \$675,000 & Over	\$17.40	\$17.65	\$17.90	\$18.15

Lead File Maintenance - hired on or before 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	\$14.85	\$15.10	\$15.35	\$15.60
Level 2 = \$250,000 - \$324,999	\$15.35	\$15.60	\$15.85	\$16.10
Level 3 = \$325,000 - \$399,999	\$16.35	\$16.60	\$16.85	\$17.10
Level 4 = \$400,000 - \$524,999	\$16.85	\$17.10	\$17.35	\$17.60
Level 5 = \$525,000 - \$674,999	\$17.10	\$17.35	\$17.60	\$17.85
Level 6 = \$675,000 & Over	\$17.35	\$17.60	\$17.85	\$18.10

Assistant Grocery Manager - hired on or before 10/30/05

Schedule A Existing	Current	9/14/2014	9/13/2015	9/11/2016
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$324,999	\$15.35	\$15.60	\$15.85	\$16.10
Level 3 = \$325,000 - \$399,999	\$16.35	\$16.60	\$16.85	\$17.10
Level 4 = \$400,000 - \$524,999	\$16.85	\$17.10	\$17.35	\$17.60
Level 5 = \$525,000 - \$674,999	\$17.10	\$17.35	\$17.60	\$17.85
Level 6 = \$675,000 & Over	\$17.35	\$17.60	\$17.85	\$18.10

Schedule B New Schedule

See Appendix 1 Reclass

- Level 2 Lowest 20% Sales
- Level 3 Next 20% Sales
- Level 4 Next 20% Sales
- Level 5 Next 20% Sales
- Level 6 Highest 20% Sales

Assistant Grocery Manager, Bakery Manager and Lead File Maintenance Hired and promoted after 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
	\$14.45	\$14.70	\$14.95	\$15.20
In-Store Hourly Chef				
	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$13.85	\$13.85	\$13.85	\$13.85
After 12 months	\$14.35	\$14.35	\$14.35	\$14.35
After 24 months	\$15.35	\$15.35	\$15.35	\$15.35
After 36 months	\$15.85	\$15.85	\$15.85	\$15.85
After 48 months	\$17.10	\$17.35	\$17.60	\$17.85

Checker/Stock Clerk (Full-time before 9/9/84)

	Current	9/14/2014	9/13/2015	9/11/2016
	\$16.70	\$16.95	\$17.20	\$17.45

Meat Clerks (Full-time before 9/1/84)

Current	9/14/2014	9/13/2015	9/11/2016
\$16.45	\$16.70	\$16.95	\$17.20

Journeyman (Grandfathered)

Current	9/14/2014	9/13/2015	9/11/2016
\$17.69	\$17.94	\$18.19	\$18.44

Deli/Bakery/Seafood Clerks (Full-time before 9/1/84)

Current	9/14/2014	9/13/2015	9/11/2016
\$16.30	\$16.55	\$16.80	\$17.05

All Full-Time Hired after 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.75	\$7.75	\$7.75	\$7.75
After 42 months	\$8.05	\$8.05	\$8.05	\$8.05
After 48 months	\$8.35	\$8.35	\$8.35	\$8.35
After 54 months	\$8.65	\$8.65	\$8.65	\$8.65
After 60 months	\$9.05	\$9.05	\$9.05	\$9.05
After 66 months	\$9.60	\$9.60	\$9.60	\$9.60
After 72 months	\$13.90	\$14.15	\$14.40	\$14.65

Full Time Hired on or before 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.65	\$7.65	\$7.65	\$7.65
After 18 months	\$7.90	\$7.90	\$7.90	\$7.90
After 24 months	\$8.05	\$8.05	\$8.05	\$8.05
After 30 months	\$8.30	\$8.30	\$8.30	\$8.30
After 36 months	\$8.60	\$8.60	\$8.60	\$8.60
After 42 months	\$8.90	\$8.90	\$8.90	\$8.90
After 48 months	\$9.20	\$9.20	\$9.20	\$9.20
After 54 months	\$9.50	\$9.50	\$9.50	\$9.50
After 60 months	\$9.80	\$9.80	\$9.80	\$9.80
After 66 months	\$10.50	\$10.50	\$10.50	\$10.50
After 72 months	\$14.40	\$14.65	\$14.90	\$15.15

Part-Time Hired after 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.65	\$7.65	\$7.65	\$7.65
After 48 months	\$7.70	\$7.70	\$7.70	\$7.70
After 54 months	\$7.80	\$7.80	\$7.80	\$7.80
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.10	\$8.10	\$8.10	\$8.10
After 72 months	\$9.65	\$9.80	\$9.95	\$10.10

Part Time Hired on or before 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.70	\$7.70	\$7.70	\$7.70
After 48 months	\$7.80	\$7.80	\$7.80	\$7.80
After 54 months	\$7.90	\$7.90	\$7.90	\$7.90
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.25	\$8.25	\$8.25	\$8.25
After 72 months	\$10.00	\$10.15	\$10.30	\$10.45

Fuel Full Time Hired after 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.50	\$7.50	\$7.50	\$7.50
After 18 months	\$7.60	\$7.60	\$7.60	\$7.60
After 24 months	\$7.70	\$7.70	\$7.70	\$7.70
After 30 months	\$7.95	\$7.95	\$7.95	\$7.95
After 36 months	\$8.25	\$8.25	\$8.25	\$8.25
After 42 months	\$8.80	\$8.80	\$8.80	\$8.80
After 48 months	\$10.40	\$10.65	\$10.90	\$11.15

Fuel Full Time Hired on or before 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.50	\$7.50	\$7.50	\$7.50
After 6 months	\$7.75	\$7.75	\$7.75	\$7.75
After 12 months	\$8.00	\$8.00	\$8.00	\$8.00
After 18 months	\$8.25	\$8.25	\$8.25	\$8.25
After 24 months	\$8.50	\$8.50	\$8.50	\$8.50
After 30 months	\$8.75	\$8.75	\$8.75	\$8.75
After 36 months	\$9.00	\$9.00	\$9.00	\$9.00
After 42 months	\$9.50	\$9.50	\$9.50	\$9.50
After 48 months	\$11.00	\$11.25	\$11.50	\$11.75

Fuel Part Time Hired after 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.25	\$7.25	\$7.25	\$7.25
After 9 months	\$7.30	\$7.30	\$7.30	\$7.30
After 18 months	\$7.40	\$7.40	\$7.40	\$7.40
After 27 months	\$7.50	\$7.50	\$7.50	\$7.50
After 36 months	\$7.70	\$7.70	\$7.70	\$7.70
After 45 months	\$7.95	\$7.95	\$7.95	\$7.95
After 54 months	\$8.25	\$8.25	\$8.25	\$8.25
After 63 months	\$9.30	\$9.45	\$9.60	\$9.75

Fuel Part Time Hired on or before 10/30/05

	Current	9/14/2014	9/13/2015	9/11/2016
Start	\$7.50	\$7.50	\$7.50	\$7.50
After 9 months	\$7.75	\$7.75	\$7.75	\$7.75
After 18 months	\$8.00	\$8.00	\$8.00	\$8.00
After 27 months	\$8.25	\$8.25	\$8.25	\$8.25
After 36 months	\$8.50	\$8.50	\$8.50	\$8.50
After 45 months	\$8.75	\$8.75	\$8.75	\$8.75
After 54 months	\$9.00	\$9.00	\$9.00	\$9.00
After 63 months	\$10.00	\$10.15	\$10.30	\$10.45

Courtesy Clerks Hired after 10/30/05

	Current
Start	\$7.25

Courtesy Clerks Hired on or before 10/30/05

	Current
Start	\$7.25
After 36 months	\$7.40

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN ONE PPO		
	CURRENT BENEFITS	PROPOSED CHANGES
Coverage is Effective:	1st Day of Month Following 36 Contributions to Plan Two, if meet hours requirements	Eff. 1/1/15: 1st Day of Month Following 48 Contributions to Plan Two, if meet hours requirements
Who is Covered:	Employees and Covered Dependents	Eff. 1/1/15: Employees and Dependent Children
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Individual	\$300	\$300
Family	\$600	\$600
Maximum Benefits Payable per Calendar Year	\$900,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime	Unlimited	Unlimited
Maximum Out-Of-Pocket (In-Network Only)		Eff. 1/1/15 (subject to ACA Regs):
Individual	\$3,000	\$3,500
Family	\$5,000	\$7,000
	<i>Medical Expenses Only</i>	<i>Medical and Prescription Drug Expenses</i>
Co-Insurance Percentage		
In-Network	Plan pays 80%, after deductibles	Plan pays 80%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Emergency Room Deductible	\$100, waived if admitted to hospital	Eff. 1/1/15: \$150, waived if admitted to hospital
PPO Office Visit Copay *		
Primary Care	\$20 Copay	\$20 Copay
Mental Health/Substance Abuse	\$20 Copay	\$20 Copay
Other Specialty Care	\$25 Copay	\$25 Copay
*After copay, the Plan will pay 100% of covered charges incurred at the time of the office visit that are billed directly by the doctor's office on the same bill, including diagnostic x-ray and laboratory charges. The copay does not apply to any office visit where a surgery code is billed or if there is any extensive treatment on the bill, including but not limited to joint injections, chemotherapy or radiation therapy. The Office Visit Copay does not apply towards Advanced Radiology Imaging including, but not limited to, MRIs, PET scans and CAT scans. Finally, the Office Visit Copay does not apply to physical, cardiac rehabilitation, occupational or speech therapy visits.		
Preventive Care Benefits ~ In-Network Only*	Plan pays 100%, no deductible	Plan pays 100%, no deductible
*Coverage includes all recommended preventative service required under the Patient Protection and Affordable Care Act, and applicable guidance thereunder.		
Outpatient X-Ray/Lab		
In-Network	Plan pays 80%, after deductibles	Plan pays 80%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Chiropractic Care Limitations		
Maximum Allowable Charge per Visit	\$25	\$25
Maximum # of Visits per CY	25	25
Max. Charge for X-Rays per CY	\$100	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Hearing Aid Benefit – Lifetime Maximum		
Hearing tests (audiometry)	Plan pays 80% after CYD	Plan pays 80% after CYD
Fittings and follow-up care	Plan pays 100%	Plan pays 100%
Hearing Aid – Once every 36 months	Plan pays up to \$1,000 per hearing aid	Plan pays up to \$1,000 per hearing aid
PRESCRIPTION DRUG BENEFITS		
Retail Copay (34-day Supply)*		
Brand**	20% - minimum \$30	20% - minimum \$30
Generic	\$5	\$5
"\$0 Copay" Generic or OTCs by Prescription	Plan pays 100%	Plan pays 100%
\$0 Copay program includes prescriptions for Non-Sedating Antihistamines (for allergies), Proton Pump Inhibitors, (for acid reflux), Statin and Fibrin Acid Derivative Therapies (for cholesterol), Angiotensin Receptor Blockers (for high blood pressure), and Non-Steroidal Anti-Inflammatories (for inflammation and mild to moderate pain).		
Mail Order Copay (90-day Maintenance Only)		
Brand*	15% - maximum \$100	15% - maximum \$100
Generic	Plan pays 100%	Plan pays 100%
*90-day retail prescriptions may be available for maintenance medications. May not be available at all pharmacies.		
** If patient or physician requests brand when generic is available, the participant will be responsible for the difference in cost.		

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN ONE PPO		
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
Calendar Year Deductible: Individual/Family	\$25/\$50	Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk \$25/\$50
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,500/\$1,250	\$1,500/\$1,250
Max Ortho Benefits Payable per Lifetime	\$2,500 – Orthodontic Only	\$2,500 – Orthodontic Only
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%, after deductible	Plan pays 75%, after deductible
Major Restorative	Plan pays 50%, after deductible	Plan pays 50%, after deductible
Orthodontic – Dependent Children Only	Plan pays 50%, after deductible	Plan pays 50%, after deductible
VISION BENEFITS		
		Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider - single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability		
1 st – 13 th Weeks	\$225 (not > 66 ⅔ % of weekly earnings)	\$225 (not > 66 ⅔ % of weekly earnings)
14 th – 26 th Weeks	\$300 (not > 66 ⅔ % of weekly earnings)	\$300 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	26 weeks
Life Insurance – Employee	\$25,000	\$25,000
Accidental Death & Dismemberment	\$25,000	\$25,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN ONE HMO/KAISER		
	CURRENT BENEFITS	PROPOSED CHANGES
Coverage Is Effective:	1st Day of Month Following 36 Contributions to Plan Two, if meet hours requirements	Eff: 1/1/15: 1st Day of Month Following 48 Contributions to Plan Two, if meet hours requirements
Who is Covered:	Employees and Covered Dependents	Eff. 1/1/15: Employees and Dependent Children
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible (CYD)		
Individual	\$250	\$250
Family	\$500	\$500
Max. Benefits Payable per Calendar Year¹	\$900,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime¹	Unlimited	Unlimited
Maximum Annual Out-of-Pocket		Eff. 1/1/15 (subject to ACA Regs):
Individual	\$3,000	\$3,500
Family	\$5,000	\$7,000
	Medical Expenses Only	Medical and Prescription Drug Expenses
Coinsurance	Plan pays 80% after CYD	Plan pays 80% after CYD
Office Services		
Primary Care	\$15 copay	\$15 copay
Specialty Care	\$20 copay	\$20 copay
Preventive Services ²	Plan pays 100%	Plan pays 100%
Maternity (obstetrician/midwife)	Plan pays 100%	Plan pays 100%
Special Procedures (Cardiac Stress Test, EMG, others)	Plan pays 80% after CYD	Plan pays 80% after CYD
Outpatient Services*	Plan pays 80% after CYD	Plan pays 80% after CYD
*Includes Laboratory Services, Radiology Services, High Tech Radiology Services (MRI, CT, PET, others), Rehabilitation Therapies (Physical, Occupational, Speech Therapy) ¹ , Outpatient Surgery Facility, Hospital Outpatient Facility, and Physician and Other Professional Charges		
Emergency Services		
Emergency Room Visits (ded waived if admitted)	Plan pays 80% after \$100 Deductible	Eff. 1/1/15: Plan pays 80% after \$150 Deductible
Ambulance (per trip)	Plan pays 80% after \$100 Deductible	Eff. 1/1/15: Plan pays 80% after \$150 Deductible
After Hours – Urgent Care (per visit)	\$20 Copay	\$20 Copay
Inpatient Services		
Includes Facility and Professional Charges	Plan pays 80% after CYD	Plan pays 80% after CYD
Chemical Dependency Services		
Outpatient Visits	\$15 Copay	\$15 Copay
Outpatient Group Therapy	\$7 Copay	\$7 Copay
Inpatient Chemical Dependency	Plan pays 80% after CYD	Plan pays 80% after CYD
Mental Health Services		
Outpatient Visits	\$15 Copay	\$15 Copay
Outpatient Group Therapy	\$7 Copay	\$7 Copay
Inpatient Facility	Plan pays 80% after CYD	Plan pays 80% after CYD
Inpatient Professional	Plan pays 80% after CYD	Plan pays 80% after CYD
Chiropractic Services (up to 25 visits per year)	\$20 Copay	\$20 Copay
Hearing Aid Benefit		
Hearing tests (audiometry)	Plan pays 80% after CYD	Plan pays 80% after CYD
Fittings and follow-up care	Plan pays 100%	Plan pays 100%
Hearing Aid – Once every 36 months	Plan pays up to \$1,000 per hearing aid	Plan pays up to \$1,000 per hearing aid
PRESCRIPTION DRUG BENEFITS		
Pharmacy Services 30-day supply	(Mail order also available)	(Mail order also available)
Generic Drugs	\$5 at Kaiser pharmacies \$11 at Kroger or Rite Aid	\$5 at Kaiser pharmacies \$11 at Kroger or Rite Aid
Preferred Brand Drugs ³	\$15 at Kaiser pharmacies \$21 at Kroger or Rite Aid	\$15 at Kaiser pharmacies \$21 at Kroger or Rite Aid
Infertility Drugs ³	Plan pays 80% after CYD	Plan pays 80% after CYD

¹ Some specific benefits have limitations

² Office visit copay may apply. Well-Child Visit: No charge up to age 2.

³ Coverage for prescription drugs is limited to those drugs that are included on the Kaiser Permanente formulary.

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN ONE HMO/KAISER		
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
Calendar Year Deductible: Individual/Family	\$25/\$50	Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk \$25/\$50
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,500/\$1,250	\$1,500/\$1,250
Max Ortho Benefits Payable per Lifetime	\$2,500 – Orthodontic Only	\$2,500 – Orthodontic Only
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%, after deductible	Plan pays 75%, after deductible
Major Restorative	Plan pays 50%, after deductible	Plan pays 50%, after deductible
Orthodontic – Dependent Children Only	Plan pays 50%, after deductible	Plan pays 50%, after deductible
VISION BENEFITS		
		Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider - single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability		
1 st – 13 th Weeks	\$225 (not > 66 ⅔ % of weekly earnings)	\$225 (not > 66 ⅔ % of weekly earnings)
14 th – 26 th Weeks	\$300 (not > 66 ⅔ % of weekly earnings)	\$300 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	26 weeks
Life Insurance - Employee	\$25,000	\$25,000
Accidental Death & Dismemberment	\$25,000	\$25,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN TWO PPO		
	CURRENT BENEFITS	PROPOSED CHANGES
Coverage is Effective:	1st Day of 8th Month if meet Hours Requirements	Eff: 5/1/14: Full-Time Classifications: 1st Day of Month following 60-days of employment (subject to ACA Regs) Part-Time Classifications: 1st Day of 8th Month if meet Hours Requirements
Who is Covered:	Employees and Covered Dependents	Eff. 1/1/15: Employees and Dependent Children
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Individual	\$300	\$300
Family	\$600	\$600
Maximum Benefits Payable per Calendar Year	\$750,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime	Unlimited	Unlimited
Maximum Out-Of-Pocket (In-Network Only)		Eff. 1/1/15 (subject to ACA Regs):
Individual	\$5,000	\$5,500
Family	\$10,000	\$11,000
	Medical Expenses Only	Medical and Prescription Drug Expenses
Co-Insurance Percentage		
In-Network	Plan pays 70%, after deductibles	Plan pays 70%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Emergency Room Deductible	\$100, waived if admitted to hospital	Eff. 1/1/15: \$150, waived if admitted to hospital
PPO Office Visit Copay *		
Primary Care	\$25 Copay	\$25 Copay
Mental Health/Substance Abuse	\$25 Copay	\$25 Copay
Other Specialty Care	\$30 Copay	\$30 Copay
*After copay, the Plan will pay 100% of covered charges incurred at the time of the office visit that are billed directly by the doctor's office on the same bill, including diagnostic x-ray and laboratory charges. The copay does not apply to any office visit where a surgery code is billed or if there is any extensive treatment on the bill, including but not limited to joint injections, chemotherapy or radiation therapy. The Office Visit Copay does not apply towards Advanced Radiology Imaging including, but not limited to, MRIs, PET scans and CAT scans. Finally, the Office Visit Copay does not apply to physical, cardiac rehabilitation, occupational or speech therapy visits.		
Preventive Care Benefits – In-Network Only*	Plan pays 100%, no deductible	Plan pays 100%, no deductible
*Coverage includes all recommended preventative service required under the Patient Protection and Affordable Care Act, and applicable guidance thereunder.		
Outpatient X-Ray/Lab		
In-Network	Plan pays 70%, after deductibles	Plan pays 70%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Chiropractic Care Limitations		
Maximum Allowable Charge per Visit	\$25	\$25
Maximum # of Visits per CY	25	25
Max. Charge for X-Rays per CY	\$100	Eff. 5/1/14: Unlimited (subject to ACA Regs)
PRESCRIPTION DRUG BENEFITS		
Retail Copay (34-day Supply)*		
Brand**	20% - minimum \$30	20% - minimum \$30
Generic	\$5	\$5
"\$0 Copay" Generic or OTCs by Prescription	Plan pays 100%	Plan pays 100%
\$0 Copay program includes prescriptions for Non-Sedating Antihistamines (for allergies), Proton Pump Inhibitors, (for acid reflux), Statin and Fibrin Acid Derivative Therapies (for cholesterol), Angiotensin Receptor Blockers (for high blood pressure), and Non-Steroidal Anti-Inflammatories (for inflammation and mild to moderate pain).		
Mail Order Copay (90-day Maintenance Only)		
Brand*	15% - maximum \$100	15% - maximum \$100
Generic	Plan pays 100%	Plan pays 100%
*90-day retail prescriptions may be available for maintenance medications. May not be available at all pharmacies.		
** If patient or physician requests brand when generic is available, the participant will be responsible for the difference in cost.		

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN TWO PPO		
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
		Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk \$25/\$50
Calendar Year Deductible: Individual/Family	\$25/\$50	
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,000/\$1,000	\$1,000/\$1,000
Max Ortho Benefits Payable per Lifetime	\$2,000 – Orthodontic Only	\$2,000 – Orthodontic Only
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%, after deductible	Plan pays 75%, after deductible
Major Restorative	Plan pays 50%, after deductible	Plan pays 50%, after deductible
Orthodontic – Dependent Children Only	Plan pays 50%, after deductible	Plan pays 50%, after deductible
VISION BENEFITS		
		Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider - single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability		
1 st – 13 th Weeks	\$150 (not > 66 ⅔ % of weekly earnings)	\$150 (not > 66 ⅔ % of weekly earnings)
14 th – 26 th Weeks	\$175 (not > 66 ⅔ % of weekly earnings)	\$175 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	26 weeks
Life Insurance – Employee	\$10,000	\$10,000
Accidental Death & Dismemberment	\$10,000	\$10,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN TWO HMO/KAISER		
	CURRENT BENEFITS	PROPOSED CHANGES
Coverage is Effective:	1st Day of 8th Month if meet Hours Requirements	Eff: 5/1/14: Full-Time Classifications: 1st Day of Month following 60-days of employment (subject to ACA Regs) Part-Time Classifications: 1st Day of 8th Month if meet Hours Requirements
Who is Covered:	Employees and Covered Dependents	Eff. 1/1/15: Employees and Dependent Children
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible (CYD)		
Individual	\$250	\$250
Family	\$500	\$500
Max. Benefits Payable per Calendar Year¹	\$750,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime¹	Unlimited	Unlimited
Maximum Annual Out-of-Pocket		Eff. 1/1/15 (subject to ACA Regs):
Individual	\$5,000	\$5,500
Family	\$10,000	\$11,000
	Medical Expenses Only	Medical and Prescription Drug Expenses
Coinsurance	Plan pays 70% after CYD	Plan pays 70% after CYD
Office Services		
Primary Care	\$20 copay	\$20 copay
Specialty Care	\$25 copay	\$25 copay
Preventive Services²	Plan pays 100%	Plan pays 100%
Maternity (obstetrician/midwife)	Plan pays 100%	Plan pays 100%
Special Procedures (Cardiac Stress Test, EMG, others)	Plan pays 70% after CYD	Plan pays 70% after CYD
Outpatient Services*	Plan pays 70% after CYD	Plan pays 70% after CYD
*Includes Laboratory Services, Radiology Services, High Tech Radiology Services (MRI, CT, PET, others), Rehabilitation Therapies (Physical, Occupational, Speech Therapy) ¹ , Outpatient Surgery Facility, Hospital Outpatient Facility, and Physician and Other Professional Charges		
Emergency Services		
Emergency Room Visits (ded waived if admitted)	Plan pays 70% after \$100 Deductible	Eff. 1/1/15: Plan pays 70% after \$150 Deductible
Ambulance (per trip)	Plan pays 70% after \$100 Deductible	Eff. 1/1/15: Plan pays 70% after \$150 Deductible
After Hours – Urgent Care (per visit)	\$25 Copay	\$25 Copay
Inpatient Services		
Includes Facility and Professional Charges	Plan pays 70% after CYD	Plan pays 70% after CYD
Chemical Dependency Services		
Outpatient Visits	\$20 Copay	\$20 Copay
Outpatient Group Therapy	\$10 Copay	\$10 Copay
Inpatient Chemical Dependency	Plan pays 70% after CYD	Plan pays 70% after CYD
Mental Health Services		
Outpatient Visits	\$20 Copay	\$20 Copay
Outpatient Group Therapy	\$10 Copay	\$10 Copay
Inpatient Facility	Plan pays 70% after CYD	Plan pays 70% after CYD
Inpatient Professional	Plan pays 70% after CYD	Plan pays 70% after CYD
Chiropractic Services (up to 25 visits per year)	\$25 Copay	\$25 Copay
PRESCRIPTION DRUG BENEFITS		
Pharmacy Services 30-day supply	(Mail order also available)	(Mail order also available)
Generic Drugs	\$5 at Kaiser pharmacies	\$5 at Kaiser pharmacies
	\$11 at Kroger or Rite Aid	\$11 at Kroger or Rite Aid
Preferred Brand Drugs ³	\$15 at Kaiser pharmacies	\$15 at Kaiser pharmacies
	\$21 at Kroger or Rite Aid	\$21 at Kroger or Rite Aid
Infertility Drugs ³	Plan pays 80% after CYD	Plan pays 80% after CYD
¹ Some specific benefits have limitations ² Office visit copay may apply. Well-Child Visit: No charge up to age 2. ³ Coverage for prescription drugs is limited to those drugs that are included on the Kaiser Permanente formulary.		

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PLAN TWO HMO/KAISER		
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
Calendar Year Deductible: Individual/Family	\$25/\$50	Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk \$25/\$50
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,000/\$1,000	\$1,000/\$1,000
Max Ortho Benefits Payable per Lifetime	\$2,000 – Orthodontic Only	\$2,000 – Orthodontic Only
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%, after deductible	Plan pays 75%, after deductible
Major Restorative	Plan pays 50%, after deductible	Plan pays 50%, after deductible
Orthodontic – Dependent Children Only	Plan pays 50%, after deductible	Plan pays 50%, after deductible
VISION BENEFITS		
		Eff. 1/1/15: Spouse Dental/Vision can be purchased for \$2/wk
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider – single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability		
1 st – 13 th Weeks	\$150 (not > 66 ⅔ % of weekly earnings)	\$150 (not > 66 ⅔ % of weekly earnings)
14 th – 26 th Weeks	\$175 (not > 66 ⅔ % of weekly earnings)	\$175 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	26 weeks
Life Insurance - Employee	\$10,000	\$10,000
Accidental Death & Dismemberment	\$10,000	\$10,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PART-TIME PPO		Eff. 5/1/14 "PLAN THREE PPO"
	CURRENT BENEFITS	PROPOSED CHANGES
Coverage is Effective:	1st Day of 8th Month if meet Hours Requirements	1st Day of 8th Month if meet Hours Requirements
Who is Covered:	Employees Only	Eff. 1/1/16: Employees and Dependent Children for Employees who average 30 or more hours per week (subject to ACA Regs)
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Individual	\$300	\$300
Family	NA	Eff. 1/1/16: \$600 (subject to ACA Regs)
Maximum Benefits Payable per Calendar Year	\$250,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime	Unlimited	Unlimited
Maximum Out-Of-Pocket (In-Network Only)		Subject to ACA Regs:
Individual	\$7,500	Eff. 5/1/14: \$6,350
Family	No Maximum	Eff. 1/1/16: \$12,700
	Medical Expenses Only	Eff. 1/1/15: Medical and Prescription Drug Expenses
Co-Insurance Percentage		
In-Network	Plan pays 70%, after deductibles	Plan pays 70%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Emergency Room Deductible	\$100, waived if admitted to hospital	Eff. 1/1/15: \$150, waived if admitted to hospital
PPO Office Visit Copay *		
Primary Care	\$30 Copay	\$30 Copay
Mental Health/Substance Abuse	\$30 Copay	\$30 Copay
Other Specialty Care	\$35 Copay	\$35 Copay
*After copay, the Plan will pay 100% of covered charges incurred at the time of the office visit that are billed directly by the doctor's office on the same bill, including diagnostic x-ray and laboratory charges. The copay does not apply to any office visit where a surgery code is billed or if there is any extensive treatment on the bill, including but not limited to joint injections, chemotherapy or radiation therapy. The Office Visit Copay does not apply towards Advanced Radiology Imaging including, but not limited to, MRIs, PET scans and CAT scans. Finally, the Office Visit Copay does not apply to physical, cardiac rehabilitation, occupational or speech therapy visits.		
Preventive Care Benefits – In-Network Only*	Plan pays 100%, no deductible	Plan pays 100%, no deductible
*Coverage includes all recommended preventative service required under the Patient Protection and Affordable Care Act, and applicable guidance thereunder.		
Outpatient X-Ray/Lab		
In-Network	Plan pays 70%, after deductibles	Plan pays 70%, after deductibles
Non-Network	Plan pays 50%, after deductibles	Plan pays 50%, after deductibles
Chiropractic Care Limitations		
Maximum Allowable Charge per Visit	\$25	\$25
Maximum # of Visits per CY	25	25
Max. Charge for X-Rays per CY	\$100	Eff. 5/1/14: Unlimited (subject to ACA Regs)
PRESCRIPTION DRUG BENEFITS		
Retail Copay (34-day Supply)*		
Brand**	20% - minimum \$30	20% - minimum \$30
Generic	\$5	\$5
"\$0 Copay" Generic or OTCs by Prescription	Plan pays 100%	Plan pays 100%
*\$0 Copay program includes prescriptions for Non-Sedating Antihistamines (for allergies), Proton Pump Inhibitors, (for acid reflux), Statin and Fibric Acid Derivative Therapies (for cholesterol), Angiotensin Receptor Blockers (for high blood pressure), and Non-Steroidal Anti-Inflammatories (for inflammation and mild to moderate pain).		
Mail Order Copay (90-day Maintenance Only)		
Brand*	15% - maximum \$100	15% - maximum \$100
Generic	Plan pays 100%	Plan pays 100%
*90-day retail prescriptions may be available for maintenance medications. May not be available at all pharmacies.		
** If patient or physician requests brand when generic is available, the participant will be responsible for the difference in cost.		

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PART-TIME PPO		Eff. 5/1/14 "PLAN THREE PPO"
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
Calendar Year Deductible: Individual/Family	\$25/NA	Eff. 1/1/16: \$25/\$50 (subject to ACA Regs)
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,000/\$1,000	\$1,000/\$1,000
Max Ortho Benefits Payable per Lifetime	Not Covered	Not Covered
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%	Plan pays 75%
Major Restorative	Plan pays 50%	Plan pays 50%
Orthodontic – Dependent Children Only	Not Covered	Not Covered
VISION BENEFITS		
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider - single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability 1 st – 26 th Weeks	\$100 (not > 66 ⅔ % of weekly earnings)	\$100 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	26 weeks
Life Insurance - Employee	\$10,000	\$10,000
Accidental Death & Dismemberment	\$10,000	\$10,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PART-TIME HMO/KAISER

**Eff. 5/1/14 "PLAN THREE
HMO/KAISER"**

	CURRENT BENEFITS	PROPOSED CHANGES
Coverage is Effective:	1st Day of 8th Month if meet Hours Requirements	1st Day of 8th Month if meet Hours Requirements
Who is Covered:	Employees Only	Eff. 1/1/16: Employees and Dependent Children for Employees who average 30 or more hours per week (subject to ACA Regs)

MAJOR MEDICAL BENEFITS

Calendar Year Deductible (CYD)		
Individual	\$250	\$250
Family	NA	Eff. 1/1/16: \$500 (subject to ACA Regs)
Max. Benefits Payable per Calendar Year¹	\$250,000	Eff. 5/1/14: Unlimited (subject to ACA Regs)
Maximum Benefits Payable per Lifetime¹	Unlimited	Unlimited
Maximum Annual Out-of-Pocket		Subject to ACA Regs:
Individual	\$6,350	\$6,350
Family	No Maximum	Eff. 1/1/16: \$12,700
	Medical Expenses Only	Eff. 1/1/15: Medical and Prescription Drug Expenses
Coinsurance	Plan pays 70% after CYD	Plan pays 70% after CYD
Office Services		
Primary Care	\$30 copay	\$30 copay
Specialty Care	\$35 copay	\$35 copay
Preventive Services²	Plan pays 100%	Plan pays 100%
Maternity (obstetrician/midwife)	Plan pays 100%	Plan pays 100%
Special Procedures (Cardiac Stress Test, EMG, others)	Plan pays 70% after CYD	Plan pays 70% after CYD
Outpatient Services*	Plan pays 70% after CYD	Plan pays 70% after CYD
*Includes Laboratory Services, Radiology Services, High Tech Radiology Services (MRI, CT, PET, others), Rehabilitation Therapies (Physical, Occupational, Speech Therapy) ¹ , Outpatient Surgery Facility, Hospital Outpatient Facility, and Physician and Other Professional Charges		
Emergency Services		
Emergency Room Visits (ded waived if admitted)	Plan pays 70% after \$100 Deductible	Eff. 1/1/15: Plan pays 70% after \$150 Deductible
Ambulance (per trip)	Plan pays 70% after \$100 Deductible	Eff. 1/1/15: Plan pays 70% after \$150 Deductible
After Hours – Urgent Care (per visit)	Plan pays 70% after CYD	Eff. 5/1/14: \$35 Copay
Inpatient Services		
Includes Facility and Professional Charges	Plan pays 70% after CYD	Plan pays 70% after CYD
Chemical Dependency Services		
Outpatient Visits	\$30 Copay	\$30 Copay
Outpatient Group Therapy	\$15 Copay	\$15 Copay
Inpatient Chemical Dependency	Plan pays 70% after CYD	Plan pays 70% after CYD
Mental Health Services		
Outpatient Visits	\$30 Copay	\$30 Copay
Outpatient Group Therapy	\$15 Copay	\$15 Copay
Inpatient Facility	Plan pays 70% after CYD	Plan pays 70% after CYD
Inpatient Professional	Plan pays 70% after CYD	Plan pays 70% after CYD
Chiropractic Services (up to 25 visits per year)	\$35 Copay	\$35 Copay

PRESCRIPTION DRUG BENEFITS

Pharmacy Services 30-day supply	(Mail order also available)	(Mail order also available)
Generic Drugs	\$5 at Kaiser pharmacies \$11 at Kroger or Rite Aid	\$5 at Kaiser pharmacies \$11 at Kroger or Rite Aid
Preferred Brand Drugs ³	\$15 at Kaiser pharmacies \$21 at Kroger or Rite Aid	\$15 at Kaiser pharmacies \$21 at Kroger or Rite Aid
Infertility Drugs ³	Plan pays 80% after CYD	Plan pays 80% after CYD

¹ Some specific benefits have limitations

² Office visit copay may apply. Well-Child Visit: No charge up to age 2.

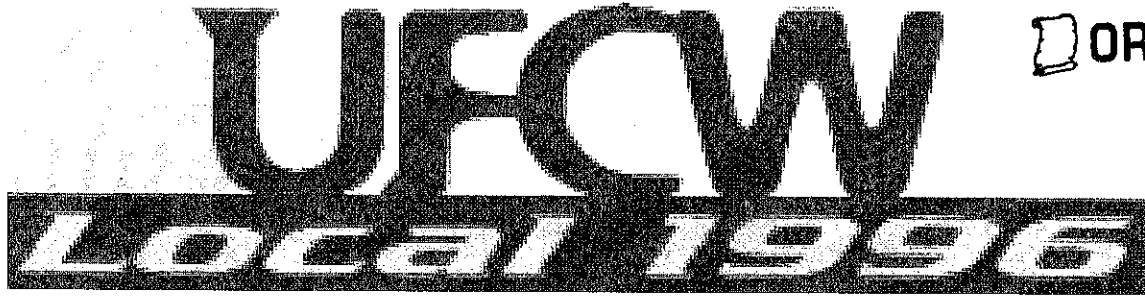
³ Coverage for prescription drugs is limited to those drugs that are included on the Kaiser Permanente formulary.

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

PART-TIME HMO/KAISER		Eff. 5/1/14 "PLAN THREE HMO/KAISER"
	CURRENT BENEFITS	PROPOSED CHANGES
DENTAL BENEFITS		
Calendar Year Deductible: Individual/Family	\$25/NA	Eff. 1/1/16: \$25/\$50 (subject to ACA Regs)
Maximum Benefits Payable per Calendar Year In-Network (PPO)/Non-Network (Non-PPO)	\$1,000/\$1,000	\$1,000/\$1,000
Max Ortho Benefits Payable per Lifetime	Not Covered	Not Covered
Coinsurance		
Preventive	Plan pays 100%, no deductible	Plan pays 100%, no deductible
Minor Restorative	Plan pays 75%	Plan pays 75%
Major Restorative	Plan pays 50%	Plan pays 50%
Orthodontic – Dependent Children Only	Not Covered	Not Covered
VISION BENEFITS		
One examination is covered during a year at no cost if using a Network provider (\$30 allowance for non-network)		
One set of lenses is covered during a year at no cost if using a Network provider - single, bifocal or trifocal in standard/basic plastic (\$35-\$75 allowance for non-network). Polycarbonate lenses are covered for children age 19 or under		
One pair of frames are covered in full up to \$145 retail value per year if using a network provider (allowance of \$56 for non-network)		
Contact lenses in lieu of frames are covered in full up to \$140 per year if using network provider (allowance of \$105 for non-network)		
Non-elective contact lenses are covered in full up to \$250 per year if using network provider (allowance of \$200 for non-network)		
INCOME PROTECTION BENEFITS		
Weekly Disability 1 st – 26 th Weeks	\$100 (not > 66 ⅔ % of weekly earnings)	\$100 (not > 66 ⅔ % of weekly earnings)
Maximum Benefit Period	26 weeks	25 weeks
Life Insurance - Employee	\$10,000	\$10,000
Accidental Death & Dismemberment	\$10,000	\$10,000

United Food and Commercial Workers Unions and Employers Health and Welfare Fund – Atlanta

EMPLOYEE CONTRIBUTIONS				
	CURRENT RATES		PROPOSED EFF. 1/1/15	
EMPLOYEES HIRED PRIOR TO APRIL 2010				
	PPO PLANS	HMO/KAISER PLANS	PPO PLANS	HMO/KAISER PLANS
Employee Only - Part-Time	\$2.50/week	\$1.50/week	\$5.00/week	\$5.00/week
Employee Only - Full-Time	\$5.00/week	\$3.00/week	\$5.00/week	\$5.00/week
Employee + Child(ren)	\$10.00/week	\$5.00/week	\$12.00/week	\$12.00/week
Employee + Spouse	\$10.00/week	\$5.00/week	NA	NA
Employee + Family	\$12.50/week	\$6.25/week	NA	NA
Spousal Fee	\$100/Month	\$100/Month	NA	NA
Spouse Dental/Vision Plan	NA	NA	\$2.00/week	\$2.00/week
FOR "DUAL EMPLOYEES" (Husband and Wife both employed by company and both qualifying for coverage)				
Employee Only - Part-Time	\$2.50/week	\$1.50/week	\$5.00/week	\$5.00/week
Employee Only - Full-Time	\$5.00/week	\$3.00/week	\$5.00/week	\$5.00/week
Employee + Child(ren)	\$10.00/week	\$5.00/week	\$12.00/week	\$12.00/week
Dual Employees	\$10.00/week	\$5.00/week	\$12.00/week	\$12.00/week
Dual Employees + Children	\$12.50/week	\$6.25/week	\$15.00/week	\$15.00/week
EMPLOYEES HIRED AFTER APRIL 2010				
	PPO PLANS	HMO/KAISER PLANS	PPO PLANS	HMO/KAISER PLANS
Employee Only - Part-Time	\$2.50/week	\$1.50/week	\$5.00/week	\$5.00/week
Employee Only - Full-Time	\$5.00/week	\$3.00/week	\$5.00/week	\$5.00/week
Employee + Spouse	\$12.00/week	\$7.00/week	\$12.00/week	\$12.00/week
Employee + Child(ren)	\$12.00/week	\$7.00/week	NA	NA
Employee + Family	\$15.00/week	\$9.00/week	NA	NA
Spousal Fee	\$100/Month	\$100/Month	NA	NA
Spouse Dental/Vision Plan	NA	NA	\$2.00/week	\$2.00/week
FOR "DUAL EMPLOYEES" (Husband and Wife both employed by company and both qualifying for coverage)				
Employee Only - Part-Time	\$2.50/week	\$1.50/week	\$5.00/week	\$5.00/week
Employee Only - Full-Time	\$5.00/week	\$3.00/week	\$5.00/week	\$5.00/week
Employee + Child(ren)	\$12.00/week	\$7.00/week	\$12.00/week	\$12.00/week
Dual Employees	\$12.00/week	\$7.00/week	\$12.00/week	\$12.00/week
Dual Employees + Children	\$15.00/week	\$9.00/week	\$15.00/week	\$15.00/week



 ORIGINAL

a VOICE for working America

Contract Agreement
Between

**United Food and Commercial Workers Union,
Local 1996**

and

The Kroger Co.
Atlanta, Georgia

Front-End, Grocery, Produce, Meat, Seafood, Deli, Drug/GM

*September 13, 2009
through
March 15, 2014*

AGREEMENT
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TERM: September 13, 2009 – March 15, 2014

AGREEMENT

This Agreement has been entered into by and between The Kroger Co., Atlanta, Georgia, hereinafter designated as the Employer, and the United Food and Commercial Workers Union, Local 1996, Atlanta, Georgia, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

ARTICLE 1 INTENT AND PURPOSE

1.01 The Employer and the Union each represent that the purpose and the 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 from 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.

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

ARTICLE 2 COVERAGE

2.01 The Union shall be the sole and exclusive bargaining agent for all workers in the following classifications: Courtesy Clerks, part-time clerks, full-time clerks, department heads excluding all store management, management trainees, pharmacy employees, and security in the Front-end, Grocery, Produce, Deli /Bakery, Meat, Seafood, Drug/GM, Fuel and Starbucks departments of the stores of the Employer in the following counties: Baldwin, Bartow, Bibb, Carroll, Cherokee, Clarke, Clayton, Columbia, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Floyd, Forsyth, Fulton, Gordon, Gwinnett, Hall, Henry, Houston, Newton, Oconee, Paulding, Peach, Polk, Richmond, Rockdale, Spalding, Troup, Whitfield, Lee County, Alabama, and the city of North Augusta, SC.

It is understood that should the Company open or acquire Kroger stores within Local 1996's territorial jurisdiction that UFCW Local 1996 shall be the sole and exclusive bargaining agent for the employees in those stores.

ARTICLE 3 CHECK-OFF

3.01 The duration of the present contract or any renewal thereof, the Employer agrees to deduct service fees in an amount equivalent to dues, and initiation fees on a weekly basis and remit to the Local once each month in an amount as Local 1996 shall determine and provide for its members generally from the pay of each employee who has signed a properly approved Authorization Card. The Union shall officially, in writing, notify the Employer of the amount to be deducted, and if there is any change, notice of the change will be given to the Employer in writing.

3.02 It is understood that service fees equivalent to initiation fees shall be deducted from the next two (2) weeks pay of the employee so authorizing the deduction, and thereafter service fees in an amount equivalent to union dues shall be deducted from the employees' pay each week, provided only that the total amount to be deducted in any one week shall not exceed four (4) weeks dues.

3.03 If the law is changed to permit a "Union Shop" the following shop condition shall become effective when it is legal:

It shall be a condition of employment that all of the employees of the Employer covered by this Collective Bargaining Agreement who are members in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

3.04 In the interest of promoting cooperative relations, the Store Manager will introduce each new employee to a Union Shop Steward within one (1) week after the new employee reports for work. At this meeting, which shall take place during working hours, a Shop Steward shall give the new employee a copy of the Bargaining Agreement with the Union and shall explain its operation. A Shop Steward may answer any questions that a new employee ask, may request the new employee to join the Union and may make arrangements for the new employee to become a member. Employer agrees to notify the Local Union President's Office, via email, of the dates, times, and locations of pre-planned new hire orientations when they are scheduled for new stores and K-tech centers to provide an opportunity for a Union representative to speak to new associates. The Company agrees to add to the New Hire Orientation checklist that Store Management will introduce the shop steward to the new employee.

3.05 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 1996 at the conclusion of each operating quarter.

3.06 The Union Card/Decal should be displayed in a prominent location in the front of the store and the meat department in all stores covered by this Agreement (size and location to be mutually agreed upon by the Employer and the Union).

3.07 The Employer will make available a bulletin board or an appropriate space for the Union to post notices or bulletins concerning administrative affairs of the Union.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 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 reasonable rules and regulations covering the operation of the store, 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 5 DISPUTE PROCEDURE

5.01 The Union shall have the right to designate Shop Stewards in each store. The Shop Stewards so designated shall not exceed six (6) per store, three (3) to act as Stewards and three (3) to act as alternate Stewards.

5.02 The Company agrees to meet with the Union initially twice a year to discuss any current outstanding labor issues and update each party about current trends. The number of meetings per year may be increased or decreased by mutual agreement. This meeting will include Union Officials, including Union Representatives and company Officials including District Managers and District Operations Coordinators (District Ops). These meetings are in addition to the current Labor/Management meetings. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement there shall be an earnest effort on the part of both parties to settle such in a prompt and timely manner through the Steps outlined below.

Step 1. By conference between the aggrieved employee, the Shop Steward and/or the Union Representative and the Store Manager within seven (7) days of the submission or the presentation of the grievance to the Employer.

Step 2. By conference between the Shop Steward and/or Union Representative and the District Manager and/or District Operations Coordinator within fifteen (15) days of initial contact with the District Manager from Step 1.

Step 3. By conference between an official or officials of the Union and/or the Divisional President or a representative of the Employer so delegated by a Divisional President or both within fifteen (15) days of initial contact by the Union and/or Employer from Step 2.

Step 4. In the event that the last step fails to settle the complaint satisfactorily, either party if it desires to arbitrate the complaint, shall refer it to the Board of Arbitration within thirty (30) days after Step 3 is completed.

5.03 Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened.

5.04 It is agreed that Steps 1 and 2 of this dispute procedure may be waived if mutually agreeable to the Employer and the Union.

5.05 It is the intent of both parties that grievances shall be handled promptly within the time limit specified in each step of the grievance procedure. However, time limits may be extended in any step of the grievance procedure by mutual consent.

5.06 After all steps of the grievance procedure, except arbitration, have been exhausted, the Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.

5.07 The Union and the Employer shall select one (1) person who will act as their representative to select an arbitrator and jointly request the Director of the American Arbitration Association to furnish the parties a panel of seven (7) arbitrators from which the arbitrator shall be chosen. The arbitrator shall be chosen by the alternate striking of names. By mutual agreement between the parties, if the panel offered by the American Arbitration Association is unacceptable to both parties, a second panel of seven (7) names may be jointly requested. The expenses of the arbitrator shall be paid for jointly. The arbitrator shall have no authority to amend, modify, or in any way alter the terms of this Agreement. The Employer nor the Union shall not refuse more than two dates that have been offered for hearing dates by the arbitrator unless mutually agreed to by the Employer and the Union in writing.

5.08 The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within ten (10) days, the Union, if it desires to arbitrate the discharge, shall refer it to the Board of Arbitration within ten (10) days after such disagreement. Should the Board determine that it was an unfair discharge; the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three (3) working days after discharge.

5.09 Any employee who is interrogated concerning a matter of discipline is entitled to representation by the Union at that interrogation. If the meeting is a scheduled meeting, a steward or Union Representative may be requested by the employee.

5.10 No employee will be required to take a polygraph examination.

5.11 The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

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

5.12 The Fair Labor Standards Act as amended, requires among other things, that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of 40 (forty) hours in any work week at time and one-half (1 ½) their regular hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interest of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work off the clock and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important Federal legislation.

So that discipline will be applied consistently and uniformly, the following steps will be taken to discipline employees who violate the "Fair Labor Standards Act" as stated herein.

First offense - written warning
Second offense - one week disciplinary suspension - without pay
Third offense -- discharge

5.13 An employee who is absent from work for three (3) consecutive working days without notifying the Store Manager will be considered to have voluntarily quit.

5.14 All constructive advice notices issued for an infraction of company rules or records of discipline, shall be stricken and become null and void nine (9) months from their date of issuance, provided the employee has not received another notice for the same type of infraction within that nine (9) month period.

5.15 Upon request, the Store Manager or person in charge will grant to any accredited Union representative the right to communicate with the employees of the store.

ARTICLE 6 NO STRIKE, NO LOCKOUT

6.01 During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

6.02 The Union further agrees that its members will not refuse to cross a legal labor picket line until such line is officially authorized by the Local Union, and further, that in the event the Local Union does recognize such established legal labor picket line, it shall notify the Employer forty-eight (48) hours in advance of such action.

ARTICLE 7 LEAVE OF ABSENCE

7.01 **Union Business:** The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

7.02 **Sickness or Injury:** A leave of absence because of sickness or injury, not to exceed ninety (90) days, will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration. The above leave may be extended one (1) additional year by mutual agreement between the Union and the Employer.

7.03 **Military Leave:** Employees in military service under the provisions of federal law, shall be returned to their job in accordance with such law.

7.04 **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 an employee, provided that the employee attends the funeral. In no case, however, will the employee receive more than their basic weekly wage pay. By immediate family is meant parent, step-parent, brother, sister, wife, husband, child, stepchild, mother-in-law, father-in-law, grandparents, grandchildren, or any other relative residing with the employee.

7.05 **Personal Leave of Absence:** A leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and employee. The length of absence shall be commensurate with the need. The above leave may be extended thirty (30) additional days by mutual agreement between the Union and the Employer.

7.06 Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

7.07 Family and Medical Leave Act: A leave of absence of up to twelve (12) weeks (unpaid) shall be granted to an employee who has had one (1) year of continuous service and who has worked at least 1250 hours in the twelve (12) months prior to the request, pursuant to the basic provisions of the Family and Medical Leave Act. Any such employee desiring a leave of absence may be required to provide advance leave notice and medical certification prior to the leave of absence being granted, subject to the provisions of the Act. The length of the absence shall commensurate with the need. In regards to FMLA, the Company agrees to the current practice of allowing employees who are eligible for paid vacation to take such vacation unless they choose not to. In the event there is a change in the law or a change in Company policy, the parties agree to meet and negotiate over the change in the law or policy prior to implementation of the change.

**ARTICLE 8
ABSENCE DUE TO JURY DUTY**

8.01 Full-time employees who serve on jury duty shall be paid for time necessarily lost from work provided those employees make every reasonable effort to be available for work within their regular work schedule when not occupied with jury duty. Employees who assume this responsibility of citizenship by serving in such capacity will receive their pay in addition to any jury or witness fees awarded them.

8.02 In the event an employee is subpoenaed by the Employer to appear in court on behalf of the Employer, or assist in any legal proceedings on behalf of the Employer, the employee will be compensated for any parking fees and the time involved at the employee's regular rate of pay, straight-time or premium as set forth in this Agreement.

**ARTICLE 9
OTHER WORK**

9.01 Employees shall perform any work which the Manager of the store or District Manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, they will be entitled to their regular rate of pay, unless due to a decrease of work, they have regularly been assigned to a lower-rated job and desire to retain such job rather than accept a layoff.

9.02 Effective October 30, 2005, any employee who is assigned to relieve a Department Head, (Front-End, Grocery, Produce, Deli, Meat, Drug/GM and Grandfathered Seafood Manager), who is absent from the store for three (3) full scheduled days or more in a calendar week, shall receive the contract rate of pay in effect for the department involved for such time spent on relief. However, in no case, shall relief pay be paid for more than five (5) days in a week, except in case of extenuating circumstances.

In addition, an employee will be assigned to relieve a Department Head who is absent from the store for five (5) consecutive work days of a one (1) week vacation that span across two calendar weeks, and such employee shall qualify for relief pay for the five (5) days of vacation.

Relief pay shall not be paid for employees performing Manager on Duty (MOD) assignments, unless such employee is assigned for the entire week.

9.03 If an employee is required to work in another department temporarily, the hours worked in that department will be counted as hours worked for the purpose of contributions to the employee's respective Pension Fund as described in Article 20.

9.04 Full-time employees within a store may transfer from night work to the day shift or from day shift to night work when vacancies occur on the basis of seniority. These employees will be given a two (2) week trial and training period. If at the end of such time employees are not qualified, they shall be returned to their previously held position. Employees may exercise their rights under this clause not more frequently than once every six (6) months.

**ARTICLE 10
SEPARABILITY**

10.01 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 11
WORKING CONDITIONS**

11.01 The hours for each employee shall be scheduled by the Employer. A work schedule shall be posted by noon Friday for the succeeding week. Employees may be added as necessary. The schedule for full-time employees will not be otherwise changed unless such change is necessitated by an emergency such as fire, flood, windstorm, or other acts of nature, but in such cases, full-time employees schedules will not be changed to the extent they do not work the full work schedule of forty (40) hours provided enough hours remain in the workweek. For the purpose of this provision, daily overtime and night premium will be waived to allow the employee to make up lost hours, should they desire to make up lost hours.

The schedule for part-time employees may be changed provided the employee involved is notified of the change not later than the day before such change is to take effect except that such notice will be waived in case of sickness or emergency.

Schedules will be posted in designated areas of the store by work location, classification and seniority order. The schedule shall be posted in ink or other permanent type print and shall show the last name and initial of the employee, the employee's starting and quitting times and the scheduled day off. Copies of this weekly schedule will be maintained in the store for a minimum of thirty (30) days.

11.02 For Deli/Meat/Seafood employees hired prior to October 30, 2005:

Employees who work at least thirty-two (32) straight-time hours per week for eight (8) consecutive weeks will be designated as "full-time" employees. Employees who fail to work at least thirty-two (32) straight-time hours per week for eight (8) consecutive weeks will be designated as part-time employees.

Sunday work and temporary assignments because of vacations and/or absenteeism to a forty (40) hour week shall not be included in this criteria for those hired on or before December 13, 1987.

11.03 Effective upon October 30, 2005 for all employees the following will apply:

A full-time employee shall be defined as an employee who works forty (40) hours per week. A part-time employee shall be defined as an employee who works less than forty (40) hours per week.

An employee who was 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 is normally scheduled forty (40) hours per week for eight (8) consecutive weeks shall also be considered to be a full-time employee.

An employee who is hired for part-time work, and is scheduled and works less than forty (40) hours per week, shall be considered to be a part-time employee. Any other employee who is scheduled and works less than forty (40) hours per week for eight (8) consecutive weeks shall also be considered to be a part-time employee.

For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired on or before December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Sunday work and temporary assignments because of vacations and/or absenteeism to a forty (40) hour week shall not be included in this criteria.

11.04 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired on or before December 10, 1987, December 13, 1987 and March 26, 1994 respectively:

The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less, 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.

All work in excess of forty (40) hours (thirty-two (32) hours in a holiday week) shall be paid for at time and one-half (1-1/2).

Part-time employees will be scheduled for a minimum of twelve (12) hours per week Monday through Saturday.

11.05 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and March 26, 1994 respectively:

The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less, Sunday through Saturday. Employees will be paid time and one-half (1½) for all hours worked over forty (40), including, a holiday week. Sunday and holiday rotation will not apply to these employees.

Part-time employees will be scheduled for a minimum of twelve (12) hours per week Sunday through Saturday.

11.06 The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less. This does not apply to part-time claiming of available hours. Part-time employees will be called in for additional hours in seniority order.

11.07 All work in excess of nine (9) hours per day shall be paid for at time and one-half (1-1/2).

11.08 The Employer may schedule night stockers four (4) ten (10) hour shifts, not necessarily consecutive, without incurring daily overtime, provided it is agreeable with the Union and the majority of the employees involved.

11.09 Time and one-half (1-1/2) shall be paid on a weekly basis or daily basis, whichever is greater, but in no case on both.

11.10 There shall be no split shift schedules.

11.11 Full-time employees required to work outside of their schedule shall not be required to take time off from their schedule that week in order to avoid overtime.

11.12 Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) uninterrupted fifteen (15) minute rest period per day. Employees working seven (7) hours or more per day shall receive two (2) uninterrupted fifteen (15) minute rest periods per day. Rest periods will be scheduled in accordance with the needs of the business but no earlier than one (1) hour after reporting time. Employees who work ten (10) or more hours in a workday shall receive a third uninterrupted fifteen (15) minute rest period.

11.13 Employees shall be allowed one (1) hour without pay for lunch. No employee shall be required to work more than five (5) hours without a lunch period. By mutual agreement between an employee and store management, a lunch period of thirty (30) minutes duration may be observed. The lunch period will be granted as close to the middle of the shift as possible.

11.14 Any uniforms deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. However, where Dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee.

11.15 Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work, except that part-time employees working after school in stores that close before 8:00 p.m. will be guaranteed two (2) hours work.

11.16 If an employee is transferred from one store to another, he shall be given twenty-four (24) hours advance notice of such transfer, except in case of emergency.

11.17 In case of a temporary transfer, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at the applicable Division cents per mile.

11.18 Employees will be compensated at their regular contractual rate of pay for any store meetings including appropriate time for travel and mileage for any store meetings where their attendance is required by the Employer.

11.19 Employees must be allowed to take up to two (2) hours off work unpaid, unless the employee has two (2) hours of free (non-work) time while the polls are open for the purpose of voting in Local, State, and National elections. To be eligible, employees must give the Employer reasonable notice of their need for the time off. The Employer may specify which hours the employee may be absent.

11.20 All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products and rack jobbers) 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 sales representatives from inspecting any and all merchandise of their 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. The Employer may utilize any DSD (direct store delivery) vendor store assistance on Drug/GM products which are available to the trade without additional cost.

If the Employer violates this section using non-bargaining unit people, the most senior part-time clerk shall be paid the full-time top clerk rate for time spent by the non-bargaining unit person performing bargaining unit work.

11.21 It is agreed that the Manager of the Store or the Co-Manager will not be scheduled to do work normally performed by members of the bargaining unit. It is recognized by the parties, however, from time to time, circumstances may arise that such work is necessary. It is also agreed that this restriction does not apply to the building of two (2) end of aisle displays per week, nor does it apply to Merchandising Representatives of the Employer.

11.22 The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out 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, shelf conditioning, including the removal of product as needed to perform cleaning activities; returns rejected merchandise to shelf or case; checks prices against shelf or case prices; handles and assembles seasonal merchandise including outdoor plants, Christmas trees, secures change from office, hangs signs, shelf tags (only in SATH (store authorization) mapped grocery department sections) and store decorations. **Courtesy Clerks are not allowed to stock merchandise.**

When openings occur for part-time clerks, Courtesy Clerks shall be considered for openings based on ability, availability, seniority and interest in the position. Courtesy Clerks' service shall be considered in determining their rate of pay upon promotion to a part-time or full-time clerk. Time spent as a Courtesy Clerk will count toward attaining eligibility for Health and Welfare in the event of a promotion to a clerk.

The Employer agrees that the expansion of courtesy clerk duties shall not cause any employee hired prior to February 21, 2010 to experience a reduction of hours solely as a result of the implementation of this language.

The Union Representative will inform the Store Manager and Human Resources in writing of any violations of this section pertaining to Courtesy Clerks and shall result in the following remedy in the particular store where the violation occurs:

First Violation

The Union shall inform the Store Manager and Human Resources in writing.

Second Violation

The Union shall inform the Store Manager and Human Resources in writing and the most senior part-time employee shall be paid three (3) times their regular rate of pay for all hours the courtesy clerk worked that the most senior part-time employee could have worked.

Third Violation

The Union shall inform the Store Manager and Human Resources in writing and the most senior part-time employee shall be paid at four (4) times their regular rate of pay for all hours the courtesy clerk worked that the most senior part-time employee could have worked.

Fourth Violation

The Union shall inform the Store Manager and Human Resources in writing upon the fourth violation and the two (2) most senior courtesy clerks shall be reclassified to part-time. Recognition of their Courtesy Clerk service will be used to determine the rate of pay and to determine eligibility for Health and Welfare as outlined in Article 19, Health and Welfare.

It is understood that for purposes of this Article 11.22, each store shall be considered separately and that no violation shall be active after 9 months have passed without a recurrence of a violation.

11.23 Full-time schedules (other than night stock employees) with hours after 6:30 p.m. will be rotated among available employees as far as it is practical to do so.

11.24 There will be no pyramiding of premium pay. Any hours paid for at premium pay will not be used in computing overtime. Where an employee is being paid overtime at time and one-half (1-1/2) rate, night premiums shall not apply.

11.25 There shall be a break of a minimum of ten (10) hours between shifts, unless mutually agreed upon between the employee and the Employer. The Union and the Employer will meet to resolve any issues related to this matter.

ARTICLE 12 SENIORITY

12.01 For Deli/Meat/Seafood employees hired prior to October 30, 2005:

In layoffs, recalls, or permanent reduction of hours, seniority shall apply. There shall be one seniority list for full-time employees and a separate seniority list for part-time employees. Seniority shall be determined by the length of service of employees with regard to their experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise its final judgment after giving due regard to seniority. Full-time employees shall have seniority over all part-time employees. Seniority for layoffs for Full-time and Part-time employees shall be administered in accordance with the provisions of Appendix "A" attached.

12.02 All current and future employees effective upon October 30, 2005:

In layoffs, recalls, or permanent reduction of hours, seniority shall apply. There shall be one seniority list for full-time employees and a separate seniority list for part-time employees and a separate seniority list for courtesy clerks. Full-time seniority shall be defined as the date employee was last classified full-time. Part-time seniority shall be defined as the length of last continuous employment. Full-time employees shall have seniority over all part-time employees. Seniority for layoffs for Full-time and Part-time employees shall be administered in accordance with the provisions of Appendix "A" attached.

12.03 In the matter of permanent transfers, seniority shall be the controlling factor.

12.04 In the matter of promotions within the bargaining unit, seniority will be the controlling factor as long as the employee has the ability to perform the work. A full-time employee who desires consideration for a department head, assistant, or lead position shall notify Human Resources, their Store Manager, District Manager and the Union in writing. When a vacancy occurs, the Employer will review any requests on file, along with any other candidates, and a decision will be made based upon ability, seniority, and consistent with the needs of the business. Requests will be valid for six (6) months from date received by the above referenced individuals.

12.05 Permanent vacancies for the positions of Department Manager: Front-End, Grocery, Produce, Deli, Meat and Drug/GM will be posted in each store in the areas covered by the bargaining agreement for a minimum of seven (7) days prior to the appointment, subject to the provisions of the above paragraph. Such notice shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

12.06 In the event employees engage in an authorized work stoppage, employees will be called back by seniority within their classification as needed in their store on termination of the authorized work stoppage.

12.07 Seniority shall be considered broken if an employee is justly discharged by the Employer, if the employee is promoted to a position outside the bargaining unit, if the employee voluntarily quits, if the employee has been laid off continuously for a period of more than six (6) months, or if the employee is called back to work after a lay-off and does not report for work within one (1) week. This should not apply to employees who are temporarily assigned to relieve employees outside the bargaining unit for vacation purposes or emergencies not to exceed five (5) weeks at any one time.

12.08 During the first forty-five (45) days all employees shall be on a trial basis. The Employer may discharge any new employee during said trial period for any reason whatsoever and there shall be no right of appeal to the grievance and arbitration procedure by either the employee or the Union. However, after forty-five (45) days of employment, the employee's seniority date shall revert back to the employee's date of hire.

12.09 Part-time employees will be given preference for full-time jobs if qualified. Employees interested in such full-time jobs will notify Human Resources, the Store Manager, and Union in writing. Part-time employees will be given first consideration for promotion to full-time when a vacancy exists; however, this shall not preclude an employee in another department from requesting a transfer for such vacancy or a vacancy that might become available. Store Clerks, Fuel Center and Starbucks clerks interested in transferring into or out of the Fuel Center or Starbucks, shall notify Human Resources, the Store Manager and the Union in writing.

12.10 Each week the Employer will give the Union a listing of newly hired and active employees. This listing shall include names, social security numbers, home addresses, store numbers and seniority dates and shall be given to the Union in the form of a computerized tape or disk in the format that matches the Union's computer.

12.11 The Union Shop Stewards (excluding the alternate Shop Stewards), not to exceed three (3), shall be the last employees in their classification in the store to be transferred or laid off. The Employer must receive written notification of the steward's appointment prior to granting above.

12.12 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired on or before December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Part-time employees will be allowed to claim daily schedules Monday through Saturday within the store in the employee's classification based on seniority in order to provide up to forty (40) straight-time hours per week, excluding overtime hours.

For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Part-time employees will be allowed to claim daily schedules Sunday through Saturday within the store in the employee's classification based on seniority in order to provide up to forty (40) straight-time hours per week, excluding overtime hours.

The senior part-time employee will be assigned the schedule with the most straight-time hours for their respective department, provided the employee has the ability and is available to do the work. All other part-time schedules in their respective department will be assigned based on seniority, availability, and ability to perform the work.

One or more senior part-time employees may claim hours from a junior employee so as to eliminate that junior employee from the schedule entirely. However, schedules may not be claimed from a part-time employee so as to leave the employee with less than the twelve (12) hour guarantee, unless that employee is totally removed from the schedule.

Part-time employees must claim hours within the area of their job assignment, and must be available and able to perform the work. Night premium hours shall not be excluded for the purpose of claiming hours. Hours in newly remodeled stores and new stores will not be available for claiming until the store is classified. Job assignments where possible and where the employee is available to perform the work, may be combined on a given day. The Employer will not hire employees for twelve (12) hour schedules for the purpose of circumventing the available hour clause.

Employees claiming available hours must do so by noon Saturday following the posting of the work schedule.

12.13 The Union Representative will inform the Store Manager and Human Resources of any violations pertaining to scheduling of hours on a seniority basis, and a decision will be rendered within one week.

First Violation

The Store Manager will correct such violation in the following manner:

Assign the hours to the most senior part-time employee who is available and qualified to perform the work. Should the hours have already been worked by a less senior employee, the most senior employee who is available and qualified shall be paid for said hours that the junior employee worked that the senior employee could have worked.

Second Violation

Should hours be assigned to a less senior employee, the more senior employee who is available and qualified to perform the work shall be paid at two (2) times their regular rate of pay for all hours the junior employee worked that the senior employee could have worked.

Third Violation

Should hours be assigned to a less senior employee, the most senior employee who is available and qualified to perform the work shall be paid at three (3) times their regular rate of pay for all hours assigned to the less senior employee that the senior employee could have worked.

Senior employees or the union representative shall be able to claim all or portion of less senior employee's schedules on a daily basis up to and including forty (40) hours.

Claims for payment as outlined above shall not be valid after thirty (30) days.

If after the third violation, it is determined that the schedule is being deliberately manipulated to prevent senior part-time employees from claiming hours, the two (2) most senior part-time employees in the store shall be reclassified to full-time.

12.14 When employees object to night stock work, the night stock work shall be assigned by seniority within their store beginning with the least senior full-time stock clerk.

12.15 An employee who desires a transfer to another location may request such a transfer in writing to Human Resources with a copy to Store Management and the Local Union. When a vacancy occurs, the Employer will review any request on file for that location by seniority, and a decision will be made based on the employees seniority, ability, and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in Human Resources. Front-End, Grocery, Produce, Deli, Meat, Drug/GM and Grandfathered Seafood Managers may request a transfer as provided above. However, in the case of such request, a decision will be made based upon the experience and ability to perform the work as determined by the Employer.

12.16 If an employee transfers from one bargaining agreement to another, the employee will be covered under the terms and conditions of the bargaining agreement for the area they transferred into.

**ARTICLE 13
VACATION**

13.01 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired on or before December 10, 1987, December 13, 1987 and January 31, 1990 respectively:

1 year service - 1 week vacation
3 years service - 2 weeks vacation
7 years service - 3 weeks vacation
(For Drug/GM prior to 1/31/90, 8 years service – 3 weeks vacation)
14 years service - 4 weeks vacation
(For Drug/GM prior to 1/31/90, 15 years service – 4 weeks vacation)
20 years service - 5 weeks vacation
Effective 1/1/09 - 30 years service - 6 weeks vacation

For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and January 31, 1990 respectively:

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

13.02 A part-time employee shall be granted a part-time vacation under the same general provisions as provided above for full-time employees, except the part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52).

The qualifying date for all vacation purposes of any part-time employee who subsequently, and without a break in employment, qualifies as a full-time employee (by Employer definition) shall be the date from which the employee's service has been counted for part-time vacation purposes, rather than the date qualified as a full-time employee.

13.03 In case a granted holiday falls during a vacation, the employee shall be given an additional day or pay in lieu thereof.

13.04 Employees will be paid their straight-time earnings for their basic workweek.

13.05 Vacation pay will be paid in advance.

13.06 Flexible Vacation: A full-time employee who is eligible for three (3) weeks or more of vacation shall be eligible to take one (1) week in days providing such employee has given seven (7) days advance notice or is mutually agreeable by the Employer.

13.07 ELIGIBILITY

1. An employee will become eligible for vacation upon the first anniversary of employment, provided the employee has completed one (1) year of continuous service as of that date.
2. Additional weeks shall be earned on the anniversary date based upon years of service.
3. Upon completion of the service requirements, vacation will be credited January 1st of each year.
4. Employees who qualify for one (1) week of vacation as of January 1st and are due to complete the service necessary for an additional week or weeks of vacation later in the year, may take the first week early or wait and take it all together.
5. Vacations must be scheduled in the calendar year except that where necessary, vacations that fall due in November or December may be carried over to January of the next year. No employee shall be given pay in lieu of vacation.
6. Vacations shall be permitted 52 weeks of the year. Choice of vacation dates will be granted on the basis of seniority, except the Employer reserves the right to grant vacations to employees when their absences will least affect the operation. Vacation schedule for employees shall be posted in each store not later than March 15th of each year. 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.
7. Employees who have not taken vacation which they have earned by reason of their service leaves (regardless of whether they give notice), go into military service or are separated for any reason other than confessed or proven dishonesty, shall receive vacation pay at the time of leaving.
8. Leaves totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth (1/4); leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half (1/2); leaves totaling more than 270 days shall disqualify for vacation. This shall not apply in case of compensable (on the job) injury.

Article 14
Sundays and Holidays

14.01 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired prior to October 30, 2005: The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or on days legally celebrated in lieu thereof. Full-time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Employees who are absent on their scheduled day immediately preceding a holiday or a scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay provided he worked any part of the holiday week.

14.02 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired on or before December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Overtime at time and one-half (1-1/2) the employee's straight-time hourly rate of pay will be paid for all hours worked over thirty-two (32) hours in a holiday week. Any extra hours worked during the holiday week that does not exceed the normal workweek will be paid for at straight time.

Sunday and holiday work shall be voluntary and rotated among qualified employees who are available for such work. Any employee who objects to work on Sunday and holidays will put it in writing with a copy to the Company and the Union.

Sunday rotation shall not change as it applies to the employees listed above. The employees shall not lose any Sunday or Holiday work they had previously volunteered to work, except in the event that more senior employees volunteer for Sunday/Holiday work.

14.03 For Front-End, Grocery, Produce, Deli/Meat/Seafood, and Drug/GM employees hired after December 10, 1987, December 13, 1987 and March 26, 1994 respectively: Employees will be paid time and one-half (1-1/2) their straight-time hourly rate of pay for hours worked over forty (40) in a holiday week. Sunday and holiday rotation will not apply to employees hired after December 10, 1987, December 13, 1987, and March 26, 1994 respectively of the Agreement.

14.04 For Front-End, Grocery, Produce and Drug/GM employees hired on or before December 10, 1987, and Deli/Meat/Seafood employees hired on or before December 13, 1987, employees will be paid time and one-half (1½) their straight-time hourly rate of pay for Sunday and holiday work.

For Front-End, Grocery, Produce and Drug/GM employees hired after December 10, 1987, and Deli/Meat/Seafood employees hired after December 13, 1987, employees will be paid their straight time hourly rate for Sunday and holiday work.

14.05 Personal Holidays for Employees hired on or before December 10, 1987: (Note: December 10, 1987 replaces all references to December 10 and December 13, 1987 for Clerks and Meat and January 31, 1990 for Drug/GM employees.)

All Clerk and Meat employees and effective January 1, 2006 for Drug/GM employees, will be eligible for four (4) personal holidays to be taken as days off in addition to the five (5) national holidays named in paragraph 14.01.

Holiday pay for part-time employees shall be figured on the average hours paid for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

AVERAGE HOURS PAID	HOLIDAY PAY
Less than 32 hours	4 hours
32 hours and over	8 hours

The personal holidays shall be celebrated on days that are mutually agreeable between the employee and the Store Manager. However, a personal holiday shall be granted no later than thirty (30) days after the employee's request.

14.06 Personal Holidays for Front-End/Grocery/Produce and Deli/Meat/Seafood employees hired after December 10, 1987 and Drug/GM employees hired after January 31, 1990: Employees will become eligible for the five (5) basic holidays named in Article 14 section 1 as of their first anniversary date. These employees will not be eligible for any other holidays listed in the Agreement, except as noted in paragraph 14.08.

14.07 Employees hired on or after October 30, 2005 will become eligible for three (3) basic holidays, Independence Day, Thanksgiving Day and Christmas Day, and two additional floating holidays as of their first anniversary date. The floating holidays shall be celebrated on days that are mutually agreeable between the employee and the Store Manager. However, a floating holiday shall be granted no later than thirty (30) days after the employee's request.

These employees will not be eligible for any other holidays listed in the Agreement, except as noted in paragraph 14.08.

14.08 Personal Holidays for Front-End, Grocery, Produce and Deli/Meat/Seafood employees hired after December 10, 1987 and Drug/GM employees hired after January 31, 1990 will become eligible after two (2) years service 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.

Holiday pay for part-time employees shall be figured on the average hours paid for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

AVERAGE HOURS PAID	HOLIDAY PAY
Less than 32 hours	4 hours
32 hours and over	8 hours

The personal holidays shall be celebrated on days that are mutually agreeable between the employee and the Store Manager. However, a personal holiday shall be granted no later than thirty (30) days after the employee's request.

14.09 Work performed after 7:00 p.m. on Christmas Eve will be paid for at double (2x) the employee's straight-time hourly rate.

14.10 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. An employee shall not be required to work prior to 6:00 a.m. the day following Christmas Day. Any employee who works prior to 6:00 a.m. the day following Christmas Day will be paid for at time and one-half (1½) the employee's straight time hourly rate.

ARTICLE 15 SEPARATION PAY

15.01 A full-time employee with more than six (6) months full-time service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing, or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice. Employees separated during the week for any of these reasons is entitled to pay through the day they were told of their dismissal, plus pay for one (1) additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice.

15.02 In the event the Employer closes or sells a store and employees are terminated as a result thereof, full-time employees who have completed two (2) years service shall receive severance pay equal to one (1) week's pay for each year of continuous full-time service, commencing with a third year, but not to exceed four (4) weeks pay at their regular rate. No benefits shall accrue under the terms of this Article if the employee refuses a transfer within a twenty-five (25) mile radius.

15.03 Any employee who is terminated and who is eligible for and accepts severance pay, forfeits all seniority and recall rights. Employees who do not accept severance pay shall retain their recall rights for a period of six (6) months, and if still not recalled by the Employer, shall then receive their severance pay and have no further recall rights.

**ARTICLE 16
NON-DISCRIMINATION**

16.01 The Employer and the Union agree that there shall be no discrimination against any employee due to Union activities, including being a Shop Steward, or affiliation or because of race, religion, color, creed, national origin, sex, sexual orientation, 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 17
UNION COOPERATION**

17.01 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. Any new rules and regulations or methods shall be discussed with the Union before installation.

17.02 The Union, while not responsible, agrees to cooperate with the Employer in its responsibility in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

17.03 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

17.04 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

17.05 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

**ARTICLE 18
INJURY ON THE JOB**

18.01 When an employee is injured on the job, there shall be no deduction from the employee's pay for hours scheduled for the day on which the injury occurred and was reported for medical care. When such an employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but require medical treatment as a result of the same injury, the Employer shall adjust their work schedule without penalty to provide both the time for medical care and the number of hours for which the employee is regularly scheduled.

18.02 An employee who is injured on the job may be granted additional ninety (90) day extensions not to exceed three (3) years.

18.03 The Employer will maintain a vigorous safety culture at each location, and will allocate the resources necessary to assure a safe work environment. In keeping with this commitment, the Employer agrees to comply with all Federal, State, and Local laws and regulations regarding a safe working environment. The Employer agrees to promptly investigate all hazards, unsafe conditions, and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

18.04 The Employer will provide employees training to perform their jobs safely. The Employer will not ask or allow any employee to work or operate any equipment until the employee has received all relevant training. The Employer will provide stores with the appropriate supplies and equipment needed for employees to perform their jobs safely.

18.05 Only employees authorized and trained by Management are allowed to stop a shoplifter. Non-authorized employees who suspect someone of shoplifting are to notify a member of Management. No employee may pursue a fleeing suspect.

ARTICLE 19
HEALTH AND WELFARE

19.01 For Front-End, Grocery, Produce employees hired on or before December 10, 1987 and Drug/GM employees hired on or before July 17, 1987 the following shall apply:

1. The term "eligible employee" shall mean any employee except Courtesy Clerks who has been employed for a period of eight (8) consecutive calendar weeks and during said period has averaged twenty-eight (28) hours for eight (8) consecutive calendar weeks (224 hours) immediately preceding the first of any month.
2. In the case of part-time employees, the term "eligible employee" shall mean any employee, except Courtesy Clerks, who has been employed for a period of eight (8) consecutive weeks and during said period has averaged twelve (12) hours for eight (8) consecutive calendar weeks (96 hours) immediately preceding the first of any month.

Health and Welfare benefits become effective on the first day of the second calendar month immediately following the eight (8) week period and such date shall hereinafter be referred to as the employee's eligibility date.

19.02 For Deli/Meat/Seafood employees hired on or before December 13, 1987 the following shall apply:

1. The term "eligible employee" shall mean any employee who has been employed for a period of four (4) consecutive calendar weeks and during said period has averaged twenty-eight (28) hours for four (4) consecutive calendar weeks (112 hours) immediately preceding the first of any month.
2. In the case of part-time employees, the term "eligible employee" shall mean any employee who has been employed for a period of eight (8) consecutive weeks and during said period has averaged twelve (12) hours for eight (8) consecutive calendar weeks (96 hours) immediately preceding the first of any month.

Health and Welfare benefits become effective on the first day of the second calendar month immediately following the qualification period in paragraph 19.02 and such date shall hereinafter be referred to as the employee's eligibility date.

19.03 For Front-End, Grocery, Produce and Deli/Meat/Seafood employees hired after December 10, 1987 and December 13, 1987 respectively, the following shall apply:

1. The term "eligible employee" shall mean any employee except Courtesy Clerks who has been employed for a period of six (6) months and during said period has averaged thirty-two (32) hours for twelve (12) consecutive weeks (384 hours) immediately preceding the first of any month.
2. In the case of part-time employees, the term "eligible employee" shall mean any employee, except Courtesy Clerks, who has been employed for a period of six (6) consecutive months and during said period has averaged twelve (12) hours for eight (8) consecutive weeks (96 hours) immediately preceding the first of any month.

Health and Welfare benefits become effective on the first day of the second calendar month immediately following the six (6) month period and such date shall hereinafter be referred to as the employee's eligibility date.

19.04 For Drug/GM employees hired after July 17, 1987 the following shall apply:

1. The term "eligible employee" shall mean any employee who has been employed for a period of six (6) months and during said period has averaged thirty-two (32) hours for eight (8) consecutive weeks (256 hours) immediately preceding the first of any month.
2. In the case of part-time employees, the term "eligible employee" shall mean any employee who has been employed for a period of six (6) consecutive months and during said period has averaged twelve (12) hours for eight (8) consecutive weeks (96 hours) immediately preceding the first of any month.

Health and Welfare benefits become effective on the first day of the second calendar month immediately following the six (6) month period and such date shall hereinafter be referred to as the employee's eligibility date.

19.05 Front-End, Grocery, Produce and Deli/Meat/Seafood employees hired after May 6, 2001, Drug/GM employees hired after April 7, 2002, Lead Starbucks clerks and effective January 1, 2006 Lead Fuel Clerks the following shall apply (Note: For Lead Fuel clerks, all time served prior to this date will count toward eligibility), effective January 1, 2011 Full-time Fuel Clerks (Note: All time served prior to this date will count toward eligibility):

1. In the case of full-time employees, the term "eligible employee" shall mean any employee except Courtesy Clerks and Starbucks clerks who has been employed for a period of six (6) consecutive months and during said period has averaged thirty-five (35) hours for twelve (12) consecutive weeks (420 hours) immediately preceding the first of any month.

2. In the case of part-time employees, the term "eligible employee" shall mean any employee, except Courtesy Clerks, Fuel Clerks, and Starbucks clerks who has been employed for a period of six (6) consecutive months and during said period has averaged twelve (12) hours for twelve (12) consecutive weeks (144 hours) immediately preceding the first of any month.

Health and Welfare benefits become effective on the first day of the second calendar month immediately following the six (6) month period and such date shall hereinafter be referred to as the employee's eligibility date.

3. After completion of the six (6) month period, employees will be covered by Plan 2 for a period of thirty-six (36) months.

4. After completion of thirty-six (36) months of contributions in Plan 2, the employee will be covered in Plan 1 and shall be eligible for Full-time benefits based on an average of thirty-two (32) hours per week or Part-time benefits based on an average of twelve (12) hours per week.

19.06 General Eligibility:

1. Courtesy Clerks, part-time Fuel Clerks (except Leads and Full-time clerks) and Starbucks Clerks (except Leads) will be excluded from coverage; however, upon promotion, recognition of time served will be used to determine eligibility for Health and Welfare as outlined above.

2. Coverage and contributions will be full-time or part-time determined by average hours.

19.07 Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more, other than an approved Family and Medical leave of absence, except as otherwise provided below. For the purpose of this section an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

2. The employee's ceasing to be an eligible employee due to failure to work the average numbers of hours as designated in paragraphs 19.01 through 19.06.

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

1. In case of illness or non-compensable injury, while on an approved leave of absence, up to six (6) months of contributions following the month in which the illness or injury occurred. In case of compensable injury, up to thirty-six (36) months of contributions will be made.

2. The Employer agrees to pay the contributions to the Trust Fund for eligible employees on an approved Family and Medical Leave of absence, not to exceed twelve (12) weeks pursuant to the provisions of the Family and Medical Leave Act.

3. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when employees are discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for themselves.

19.09 Employee contributions that have been discontinued as provided above will be resumed on the first day of the month following a return to work on the Employer's active payroll after illness or injury.

19.10 Employees shall become eligible for benefits in accordance with the "Rules of Eligibility" as adopted by the Trustees or may be amended from time to time by the Trustees. Such rules are in the Plan Document.

19.11 Employer Contributions:

The Employer will contribute the following monthly contribution rates to the Atlanta Health and Welfare Fund. The Employer will remit contributions by the 20th of each month for that month. Contributions will be made for newly eligible employees the month following the completion of the six (6) months of consecutive service provided they have met the average hours requirement.

On an annual basis, there will be a participant enrollment procedure and an annual dependent and eligibility audit, including retirees, conducted by the Fund Administrator.

The Employer may, upon reasonable notice and at its expense, audit the Fund's enrollment and eligibility data records on an annual basis.

Employer Contributions

The Employer will contribute the following to the Atlanta Health and Welfare Fund.

Plans	9/13/09
Full-time 1	\$560.34
Full-time 2	\$238.44
Part-time	\$129:25

Effective 1/1/11, 1/1/12, and 1/1/13, the Employer contribution may be increased up to a maximum of eight percent (8%). The Trustees of the Health and Welfare Fund in conjunction with the Plan Consultant will determine the necessity for such increases to meet the reserve requirements and this shall be documented in writing. If the maximum of eight percent (8%) is not needed 1/1/12 or 1/1/13, the remaining percentage may be rolled over into 2012 or 2013. Effective 1/1/14, if there are any remaining rollover percentages, the Trustees of the Health and Welfare Fund in conjunction with the Plan Consultant will determine the necessity for such increases to meet the reserve requirements in 2014 and this shall be documented in writing. This review by the consultant will also determine if the Employer is entitled to a one (1) whole month or two (2) whole months contribution holidays in 2014; however, may not cause the Fund to go below the reserve requirement (two (2) months non-HMO cost) and additional desired reserves (one and one-half (1 ½) months total cost) for a total of three and one-half months (3 ½) reserve requirements.

The Employer will make monthly contributions on behalf of employees who have waived coverage.

An employee who waives coverage will be ineligible to re-enroll until the next annual enrollment period, unless there is a qualifying life event in accordance with Trust rules and applicable law. Employees who waive coverage will not be eligible for health benefits, including medical, pharmacy, dental, and vision, through the Trust Fund.

Effective March 1, 2006, if a spouse is eligible for health care from his/her non-Kroger employer and does not elect this coverage, a one hundred dollar (\$100) per month fee will be charged to the employee. An employee will not be charged if the spouse is not eligible. If the employee's spouse elects available coverage from another employer sponsored medical plan, the Atlanta Health and Welfare Fund coordination of benefits apply.

Employee Contributions

Plan	Current Employees hired prior to 4/1/10	Employees hired and eligible on or after 4/1/10	Current Employees hired prior to 4/1/10 Kaiser HMO	Employees hired and eligible on or after 4/1/10 Kaiser HMO
PT Employee Only	\$ 2.50 per week	\$ 2.50 per week	\$ 1.50 per week	\$ 1.50 per week
Employee Only	\$ 5.00 per week	\$ 5.00 per week	\$ 3.00 per week	\$ 3.00 per week
Employee/Child(ren)	\$10.00 per week	\$12.00 per week	\$ 5.00 per week	\$ 7.00 per week
Employee/Spouse	\$10.00 per week	\$12.00 per week	\$ 5.00 per week	\$ 7.00 per week
Employee/Family	\$12.50 per week	\$15.00 per week	\$ 6.25 per week	\$ 9.00 per week

The Employer shall collect the employee contributions and spousal fees via payroll deduction on a pre-tax basis and remit contributions to the Fund.

Retirees: Effective January 1, 2006, the Fund will provide a maximum of two hundred and twenty-five dollars (\$225.00) and effective January 1, 2009, a maximum of two hundred and fifty dollars (\$250.00) subsidy for the pre-Medicare retirement plan of benefits respectively.

The parties agree that should a reduction in Health and Welfare benefits become necessary during the term of any existing collective bargaining agreement with Local 1996, that both parties will reopen discussions for the purpose of Health and Welfare, Article 19 or applicable articles dealing with Health and Welfare benefits under other collective bargaining agreements between Local 1996 and the Atlanta Marketing Area. Both parties further agree that Article 6, No Strike – No Lockout or articles containing No Strike – No Lockout in other collective bargaining agreements between Local 1996 and the Atlanta Marketing Area will not prohibit the members from exercising their right to strike the employer over applicable articles dealing with Health and Welfare should no agreement be reached. However, if the Company contributes in the amount of the shortfall and maintains benefits, then it is agreed that it is not necessary for the parties to meet.

National Health Care: The Employer and the Union agree to meet and discuss the effects of National Health Care on this Health and Welfare article and make modifications as necessary.

Legal Fund: Effective March 2010 the Employer shall contribute for each eligible employee seven dollars (\$7.00) per month to the United Food and Commercial Workers Union and Employers Legal Assistance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust agreement. Effective February 2014, the Employer shall contribute for each eligible employee eight dollars (\$8.00) per month. Effective 1/1/06, Fuel and Starbucks clerks will become eligible to qualify for coverage under the Legal Fund and all time served prior to this date will be counted toward eligibility.

In the event the legal plan's reserves exceed eight (8) months, contributions will be suspended until the Trustee's deem additional monies are necessary (goal of 6 months reserves).

The parties agree that should the Plan be terminated, the assets of the Plan will be transferred to the Health Care Plan if allowed by law subject to approval of the Board of Trustees.

ARTICLE 20 PENSION

United Food and Commercial Workers Union and Employers Pension Fund, the Atlanta Fund for Front-End, Grocery, Produce, Drug/GM and effective 1/1/06 for Fuel employees (Note: For Fuel clerks, all time served prior to this date will be counted toward eligibility):

20.01 The Employer agrees to make a contribution to the jointly administered Trust Fund (the United Food and Commercial Workers Unions and Employers Pension Fund, the Atlanta Pension Fund) for each paid hour up to and including forty (40) hours per week for all employees in the bargaining unit in accordance with paragraph 20.02. Contributions will commence on behalf of an employee after the employee has completed twelve (12) months of continuous service. Paid hours shall include paid hours of vacation, holidays and hours of leave paid for by the Employer. Such contribution shall be made not later than the twentieth (20th) day of each month for the preceding calendar month.

20.02 The Employer and the Union will comply with the provisions of UFCW AND EMPLOYERS PENSION FUND (the "Plan") Trustees' Understanding dated December 30, 2009 (Appendix 3) and with the January 1, 2010 Amended and Restated Plan Document, including the preferred and default schedules.

Effective February 1, 2010, the Employer will contribute to the Atlanta Pension Fund, seventy cents (.70) per hour, effective January 1, 2011, eighty-five cents (.85) per hour, effective January 1, 2012, one dollar (\$1.00) per hour, and effective January 1, 2013 will contribute one dollar and fifteen cents (\$1.15) per hour in accordance with paragraph 20.01.

20.03 Contributions shall be made to a jointly administered Employer-Union Trust Fund which shall be administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union.

The Pension Trust Fund shall be established pursuant to a Pension Trust Agreement and Pension Plan to be hereinafter entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

20.04 Said Pension Plan and Trust Agreement establishing the Pension Trust 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. Section 401, et. Seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

UFCW International Union – Industry Pension Fund for Meat, Seafood, Deli/Bakery and effective 1/1/06 for Starbucks employees (Note: For Starbucks clerks, all time served prior to this date will be counted toward eligibility):

20.06 Effective April 1, 2010, for employees hired prior to January 1, 2010, the Employer shall pay one hundred fifty-two dollars and fifty-five cents (\$152.55) per month, of which six dollars and seventy-eight cents (\$6.78) will be designated as a Supplemental Pension Contribution (SPC), for employees who have completed twelve (12) full months of employment, and worked an average of twenty-eight (28) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.

Effective April 1, 2010 for employees hired January 1, 2010 and after, the Employer shall pay the Employer shall pay one hundred sixteen dollars and ninety-six cents (\$116.96) per month, of which five dollars and nine cents (\$5.09) will be designated as a Supplemental Pension Contribution (SPC), for employees who have completed twelve (12) full months of employment, and worked an average of twenty-eight (28) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund.

Effective April 1, 2010, the Employer shall pay fifty-three dollars and twenty-three cents (\$53.23) per month, of which two dollars and forty-two cents (\$2.42) will be designated as a Supplemental Pension contribution for part-time employees who have completed twelve (12) full months of employment, and who have worked at least eight hundred and seventy (870) hours or more in a plan year. Upon qualification, a monthly contribution will be made if the employee averages seventy two and one-half (72.5) hours per month. Each plan year, (July 1st through June 30th), the employee's hours will be reviewed to determine if eight hundred and seventy (870) hours were worked during this time frame. If eight hundred and seventy (870) hours or more were worked, a retroactive contribution will be made for any months in which the employee did not initially receive a contribution in that plan year.

The designated Supplemental Pension Contributions (SPC) will be credited to the Kroger/Local 1996 Bargaining Unit reserve. Supplemental Pension Contributions will not be used in the determination of the Unit Benefit Value (UBV). The SPC-reserves will be used in the calculation of the future Appropriate Unit Contribution Rate (AUCR) for the Kroger/Local 1996 Bargaining Unit.

The first contributions under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

The Employer will contribute sixty-one dollars (\$61.00) per month on behalf of employees who apply for and are officially approved for retirement benefits after February 1, 1978, pursuant to Article 19 of this same Agreement. Such contributions shall be made to the United Food and Commercial Workers Local 1996 and Employers Health and Welfare Trust Fund which has been entered into by the parties hereto for purposes of providing eligible employees Health and Welfare benefits.

20.07 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 have been 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 there from, shall be paid out of the Pension Fund.

20.08 Said Pension Plan and the Trust Agreement establishing the Pension Fund has been 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 for any employee.

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

20.10 In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

ARTICLE 21 TECHNOLOGICAL CHANGE

21.01 The Employer and the Union recognize 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 installations 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 change, as defined above, then the employee would qualify for separation pay if:

- a. The employee (except Courtesy Clerks) had two (2) or more years of full-time service.
- b. Does not refuse a transfer within a twenty-five (25) 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.

8. To the extent the Employer installs U-Scans in its stores, the Employer agrees that such operations shall not cause any employee (hired prior to May 6, 2001) to be laid off, and for these employees, paragraphs 5, 6, and 7 shall be null and void.

ARTICLE 22
EXPIRATION

22.01 This agreement shall continue in effect from September 13, 2009 through March 15, 2014 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

In witness whereof the said parties have caused duplicate copies to be executed by their duly authorized officers this
31st DAY OF August, 2010

FOR THE UNION:

Steve Poma
Scott Grubbs
[Signature]

FOR THE EMPLOYER:

Kathy Miller
~~_____
[Signature]
_____~~

**APPENDIX "A"
APPLICATION OF SENIORITY**

For purposes of layoffs, permanent reduction of hours, or store closings, the following classifications shall be established.

<p><u>Grocery</u></p> <p>Grocery Manager Assistant Grocery Manager Clerks – Includes: Grocery, Dairy, Frozen, Receiving, and Lead Night Stock Clerk</p>	<p><u>Meat/Seafood</u></p> <p>Meat Department Manager Assistant Meat Manager Seafood Manager/Lead Seafood Clerks – Includes: Meat and Seafood</p>	<p><u>Produce</u></p> <p>Produce Manager Assistant Produce Manager Clerks – Includes: Produce, Nutrition and Floral</p>	<p><u>Deli/Bakery</u></p> <p>Deli Manager Bakery Manager Assistant Deli Manager Clerks: - Includes: Deli, Bakery, and Cake Decorator</p>
<p><u>Front-End</u></p> <p>Front-End Manager Assistant Front-End Manager Cashiers Courtesy Clerks</p>	<p><u>Drug/GM</u></p> <p>Drug/GM Manager Asst. Drug/GM Manager Drug/GM Clerks</p>	<p><u>Fuel Center</u></p> <p>Lead Fuel Clerk Fuel Clerk</p>	<p><u>Starbucks</u></p> <p>Lead Starbucks Clerk Starbucks Clerk</p>
<p><u>Chefs</u></p> <p>Note: In the event of a reduction or closing, this position is covered under the department from which the employee originated.</p>	<p><u>Lead File Maintenance Clerk</u></p> <p>Note: In the event of a reduction or closing, this position is covered under the department from which the employee originated.</p>	<p><u>Lead Wine Steward</u></p> <p>Note: In the event of a reduction or closing, this position is covered under the department from which the employee originated.</p>	

In layoffs, permanent reduction of hours, or store closings affecting full or part-time employees in classifications as outlined above, the following procedures shall apply. Two seniority areas will be established as follows:

Area 1: Metropolitan Atlanta, Georgia to include: Cherokee, Cobb, Clayton, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Hall, Henry, Newton, Paulding, Rockdale, and Spalding.

Area 1 will be divided into four seniority groups: Divided North and South by Interstate 20 and East and West by Roswell Road – Peachtree Road and Interstate 75.

Area 2: All other stores of the Atlanta Division covered by this Agreement in the following counties: Baldwin, Bartow, Bibb, Carroll, Clarke, Columbia, Floyd, Gordon, Houston, Oconee, Peach, Polk, Richmond, Troup, Whitfield, Lee County, Alabama, and the city of North Augusta, SC.

The Employer shall furnish the Union an updated list of stores in each seniority group in Area 1 during the life of the Agreement.

(1) An employee who is about to be laid off or permanently reduced from full-time to part-time employment in a store in one of the groups in Area 1 may displace the least senior employee within their classification within their store.

(2) The employee thus displaced may exercise their seniority to displace the least senior employee within their classification within their group.

(3) The employee thus displaced may exercise their seniority to displace the least senior employee within their classification in Area 1.

(4) The employee thus displaced may exercise their seniority to displace the least senior employee within their classification in store nearest to store in which the displacement occurred in Area 2, who would then be laid off or reduced to part-time. (Should the employee not be able to exercise seniority in the nearest store in Area 2, that employee may displace the least senior employee within their classification in the division.)

Area 2: Should it become necessary to layoff or permanently reduce from full-time to part-time an employee in Area 2, the employee affected may displace the least senior employee within their classification within their store. The employee thus displaced may then exercise their seniority to displace the least senior employee within their classification on the following basis: (1) city, (2) county, (3) store nearest store in which the displacement occurred within Area 2, (4) the employee thus displaced may exercise their seniority to displace the least senior employee within their classification in which the displacement occurred in Area 2. (Should the employee not be able to exercise seniority in the nearest store in Area 2, the employee may displace the least senior employee within their classification in the division.)

Area 1 and Area 2: In case of permanent reductions due to store closings, Front-End, Grocery, Produce, Deli, Meat, Drug/GM, Bakery and Grandfathered Seafood Managers shall be given the option of displacing either the least senior employee within their classification or the least senior employee in their respective department classification as outlined above. (For this provision only, Assistant Department Manager positions and clerk positions will be classified together on the same seniority list. For Grandfathered Seafood Managers, Lead Seafood clerks and Seafood clerks, such positions will be classified together on the same seniority list.)

In case of permanent reductions due to store closings, Assistant Front-End, Assistant Grocery, Assistant Produce, Assistant Deli, Assistant Meat, and Assistant Drug/GM Managers, Lead Seafood, Lead File Maintenance, Lead Wine, Lead Fuel and Lead Starbucks shall be given the option of displacing either the least senior employee within their classification or the least senior employee in their respective department as outlined above. (Note: Once options are exhausted within the Fuel Department, employees will displace the least senior employee in the Front-End and Starbucks employees will displace the least senior employee in the Deli department. In addition, Lead File Maintenance and Lead Wine Stewards will displace the least senior employee in the department from which they originated once their options are exhausted. If such employees were hired directly into the position, then the Company and the Union will discuss.)

A full-time employee may choose the option as outlined above or elect to be reclassified to part-time within their store. Any employee who has the option to displace a full-time employee, but chooses to elect part-time will be considered to be a voluntary reduction and shall have part-time seniority based upon employment date. Part-time employees will be laid off on the same basis as full-time employees.

Involuntarily reduced full-time employees will maintain their full-time seniority date and will have seniority over all part-time employees in their classification and may claim up to forty (40) straight time hours per week from their schedules.

Prior to the Employer implementing any layoff of employees, the Human Resources Manager or designee will meet with the President of the Union or designee for the purpose of explaining which employees will be affected and what options those employees may have under the contract. After that meeting, layoff notices and options available to employees will be reduced to writing and provided to the employees and the union.

It is understood by the parties that since the contract may provide certain choices as to new assignments (in Area 1 or Area 2) it is recognized that the entire process cannot be completed until all affected employees exercise their choices per the contract. The parties agree that period will not exceed one (1) week (or a longer period if mutually agreed upon by the parties) after written notices are given to the employee. During that period, the Union and the Employer will insure that the employees affected will indicate their preferences in a timely manner.

Schedule "A" Wages - Area 1 and Area 2

1. Rates of pay 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.

2. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

3. For clerks or Starbucks clerks, previous proven comparable experience with a nationally recognized supermarket chain or comparable experience, (or for Fuel clerks with a recognized fuel center station, convenience store or comparable experience), within five (5) 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 five (5) 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.

Previous experience must be shown on the application for employment, otherwise the employee forfeits any claim under this provision.

4. Effective upon October 30, 2005 where the Assistant Grocery Manager is not assigned to the night stock crew, a Lead Night Stock Clerk will be appointed and will receive a premium of forty cents (\$.40) per hour in addition to their personal rate in stores whose volume is at least \$310,000 per week minus fuel. Lead Night Stock Clerks appointed prior to October 30, 2005 will be grandfathered.

5. Lead and Assistant positions (Store volumes noted exclude Fuel sales effective 1/1/06):

Assistant Department Heads (Stores \$250,000 and over excluding fuel sales) Receive fifty cents (\$.50) per hour above their personal rate.

Assistant Front-End
Assistant Produce
Assistant Meat
Assistant Deli/Bakery
Assistant Drug/GM

Assistant Grocery Manager – See separate scale under Wage Schedules on page 32 for Area 1 and page 36 for Area 2.

Lead Clerks Receive forty cents (\$.40) per hour above their personal rate.

Lead Night Stock Clerk – (For stores 310,000 and above excluding fuel sales effective 1/1/06)

Lead Grocery Receiving
Lead Dairy
Lead Frozen
Lead Floral
Lead Nutrition
Lead Cake Decorator
Lead Seafood
Lead Fuel
Lead Starbucks
Lead Wine Steward – effective Sunday following October 30, 2005, where appointed

Lead File Maintenance and Lead Bakery Manager – See separate scale on Wage Schedules on page 32 for Area 1 and page 36 for Area 2 or forty cents (\$.40) on top of their personal rate if such rate is higher than the established scale.

6. Lead Wine Stewards

Effective Sunday following October 30, 2005, when the Employer determines a need for or replacement of a Wine Steward in a store, the Employer will review all requests on file, along with any other qualified candidates, and the decision will be made based upon ability, seniority, and the needs of the business.

The Wine Steward will be required to manage the wine area of the store, including ordering product and managing wine inventories. The Wine steward must be knowledgeable in wine products, communicate with customers, and sell products.

The Union and the Employer will mutually agree on any rate of pay above the existing full-time scale.

7. Fuel Clerks

A separate department and employee classification will be established for "Fuel Center Clerks". It is understood that all terms and conditions of employment of this Agreement shall apply unless specified below.

As discussed, 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.

It is understood that Health and Welfare benefits shall not apply except in the case of the designated Lead Fuel Center Clerk and Full-time Fuel clerks (effective January 1, 2011). Further, it is the intent of the Employer that Lead Fuel Clerks shall be Full-time employees.

A Fuel Center clerk after three (3) months of service, shall be given preference by ability, and availability, should an opening occur for a part-time store employee and shall further be given preference in the same way for full-time store positions after they have been offered to the part-time store employees. Seniority shall be the controlling factor. In the event a transfer out of the Fuel Center is granted, all time worked with Kroger shall be applied toward eligibility for Health and Welfare, legal, and pension benefits.

Employees hired prior to October 30, 2005, will continue to qualify for their first personal holiday after one (1) year of service and effective upon October 30, 2005 will earn a second personal holiday after four (4) years of service. All employees hired on or after October 30, 2005 will earn their first personal holiday after two (2) years of service and a second personal holiday after four (4) years.

It is understood that Courtesy Clerks shall not perform the work of Fuel Center Clerks.

It is agreed that should the Employer expand the current square footage of Fuel Centers to the degree that it materially affects bargaining unit work, the parties will meet to discuss the situation.

8. Starbucks Clerks

A separate department and employee classification will be established for "Starbucks Specialty Clerks". It is understood that all terms and conditions of employment of this Agreement shall apply unless specified below.

A Starbucks' clerk responsibilities will be to perform all tasks associated with the operation of the Starbucks Coffee Shop as directed by store management and the Deli Department. Deli Department employees who have been trained in accordance with the Starbucks guidelines will be allowed to perform work in the department as needed to ensure the efficient operation of the department.

It is understood that Health and Welfare benefits shall not apply, except in the case of the designated Lead Starbucks Specialty Clerk. Further, it is the intent of the Employer that Lead Starbucks Clerks shall be Full-time employees.

Transfers out of the Starbucks Coffee Shop will not be considered until the associate has completed one (1) year of service within the Starbucks Coffee Shop. In the event a transfer out of the Starbucks Coffee Shop is granted, all time worked with Kroger shall be applied toward eligibility for Health and Welfare, legal and pension benefits.

In the event of the closing of a Starbucks Department, the Employer and the Union will meet to establish guidelines for possible transfers to other departments or locations if there are any such positions available.

9. In-Store Hourly Chef

In stores with an established chef program, any associate who is classified as an In-Store Hourly Chef will be required to have culinary qualifications and certification from an accredited institution. Associates identified as In-Store Hourly Chefs will be considered a separate classification within the Deli department. Unless otherwise stated, such associates will be covered under the terms and conditions of the current Atlanta collective bargaining agreement.

Wages will be determined based upon experience and associates will be placed at the appropriate wage on the In-Store Chef wage schedule in accordance with the experience credit language as outlined in the current Atlanta collective bargaining agreement.

10. Manager On Duty

Relief of a member of Store Management by a member of the bargaining unit shall be on a voluntary basis. Any employee interested shall put a letter in writing to the Store Manager with a copy to the Union, District Manager, and Human Resources. The employee shall be required to have completed a Manager on Duty (MOD) training program. Effective January 29, 2006, the employee so designated by management shall receive a premium of fifty cents (\$.50) per hour for hours scheduled and worked in this capacity between 7am and 11pm. Article 11.24 shall not apply. It is understood management's absence from the store during lunches, breaks, or for periods of less than three (3) hours shall not constitute MOD assignments. However, the three (3) hour limitation shall not apply for an employee assigned an evening MOD shift, (prior to 11:00 pm). It is also understood that any employee designated as an MOD cannot discipline any other employee for any reason.

11. Special Assignments

The Employer will provide employees the opportunity during the months of December and June to express their interest in special assignment work in writing to their District Manager, Human Resources department, and the Union. Interest requests will be retained for six (6) months. The Employer will consider such requests when selecting individuals with the required ability, skills, and seniority.

If the Employee selected is assigned to a special assignment position for a period of less than six (6) months, the employee's job assignment and seniority will be maintained within the store. If the assignment is for more than six (6) months, the job assignment within the store will be filled and upon completion of such assignment, the Employer and the Union will, meet as needed, to discuss options for placement of the affected employee, with the intention not to negatively impact the employee. The Employer will provide the Union with a list quarterly of employees assigned to a special assignment position, including job assignment, rates of pay, and hours worked. It is also understood that any employee working on a special assignment cannot discipline any other employee for any reason.

12. Training Seminar

Effective 1/1/06: The Employer agrees to pay up to two (2) stewards or an employee appointed by the Union per store, two (2) days of pay at the employee's base wage rate, not to exceed eight (8) hours per day, one time per calendar year.

13. Night Premium

Effective for all employees hired on and after October 30, 2005, a night premium of fifty cents (\$.50) will be paid for all hours worked between 10:00 p.m. and 7:00 a.m. Sunday through Saturday. This is separate from and in addition to the employee's basic rate. No other night premiums in this contract shall apply.

Further the fifty cent (\$.50) night premium, for hours worked between 10:00 p.m. and 7:00 a.m. Sunday through Saturday, will be increased to sixty cents (\$.60) effective the first Sunday in January 2006 and sixty-five cents (\$.65) effective the first Sunday in January 2009. Employees hired prior to October 30, 2005 will be paid in accordance with the table on the following page.

Front-End, Grocery, Produce	Hired on or before 12/10/1987		Effective:	5/6/2001	1/1/2006	1/4/2009
Hours	Days	Amount	Hours	Amount	Amount	Amount
7:00 pm – 10:00 pm	Monday -Thursday	.35	10:00 pm – 7:00 am	.50	.60	.65
9:30 pm – 10:00 pm	Friday	.35	10:00 pm – 7:00 am	.50	.60	.65
7:30 pm – 10:00 pm	Saturday	.35	10:00 pm – 7:00 am	.50	.60	.65
Front-End, Grocery, Produce	Hired after 12/10/1987		Effective:	5/6/2001	1/1/2006	1/4/2009
7:00 pm – 10:00 pm	Monday -Thursday	.35	10:00 pm – 7:00 am	.50	.60	.65
9:30 pm – 10:00 pm	Friday	.35	10:00 pm – 7:00 am	.50	.60	.65
7:30 pm – 10:00 pm	Saturday	.35	10:00 pm – 7:00 am	.50	.60	.65
7:30 pm – 10:00 pm	Sunday	.35	10:00 pm – 7:00 am	.50	.60	.65
Deli, Meat, Seafood	Hired on or before 12/13/1987		Effective:	5/6/2001	1/1/2006	1/4/2009
9:00 pm – 10:00 pm	Monday - Saturday	.35	10:00 pm – 7:00 am	.50	.60	.65
Deli, Meat, Seafood	Hired after 12/13/1987		Effective:	5/6/2001	1/1/2006	1/4/2009
9:00 pm – 10:00 pm	Monday – Saturday	.35	10:00 pm – 7:00 am	.50	.60	.65
9:00 pm – 10:00 pm	Sunday	.35	10:00 pm – 7:00 am	.50	.60	.65
Drug/GM	Effective 4/7/2002		Effective:	10/30/05	1/1/2006	1/4/2009
9:00 pm – 10:00 pm	Sunday - Saturday	.35	10:00 pm – 7:00 am	.50	.60	.65
For All Employees Hired on after October 30, 2005	No other premiums apply		Effective:	10/30/05	1/1/2006	1/4/2009
10:00 pm – 7:00 am	Sunday - Saturday	N/A		.50	.60	.65

Note: Meat department employees hired prior to December 13, 1987 shall be paid at time and one-half (1-1/2) for work performed between 9:00 p.m. and midnight Saturday and/or between 9:00 p.m. until midnight the night before a holiday.

Area 1 Wage Schedule

**Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr
and Meat Manager Hired after 10/30/05**

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$17.55	\$17.75	\$17.85	\$18.10	\$18.35	\$18.65
Level 2 = \$250,000 - \$324,999	\$17.80	\$18.00	\$18.10	\$18.35	\$18.60	\$18.90
Level 3 = \$325,000 - \$399,999	\$18.05	\$18.25	\$18.35	\$18.60	\$18.85	\$19.15
Level 4 = \$400,000 - \$524,999	\$18.30	\$18.50	\$18.60	\$18.85	\$19.10	\$19.40
Level 5 = \$525,000 - \$674,999	\$18.55	\$18.75	\$18.85	\$19.10	\$19.35	\$19.65
Level 6 = \$675,000 & Over	\$18.80	\$19.00	\$19.10	\$19.35	\$19.60	\$19.90

Meat Manager - promoted on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$18.20	\$18.40	\$18.50	\$18.75	\$19.00	\$19.30
Level 2 = \$250,000 - \$324,999	\$18.45	\$18.65	\$18.75	\$19.00	\$19.25	\$19.55
Level 3 = \$325,000 - \$399,999	\$18.70	\$18.90	\$19.00	\$19.25	\$19.50	\$19.80
Level 4 = \$400,000 - \$524,999	\$18.95	\$19.15	\$19.25	\$19.50	\$19.75	\$20.05
Level 5 = \$525,000 - \$674,999	\$19.20	\$19.40	\$19.50	\$19.75	\$20.00	\$20.30
Level 6 = \$675,000 & Over	\$19.45	\$19.65	\$19.75	\$20.00	\$20.25	\$20.55

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.75	\$16.85	\$16.95	\$17.20	\$17.45	\$17.75
Level 2 = \$250,000 - \$324,999	\$17.00	\$17.10	\$17.20	\$17.45	\$17.70	\$18.00
Level 3 = \$325,000 - \$399,999	\$17.25	\$17.35	\$17.45	\$17.70	\$17.95	\$18.25
Level 4 = \$400,000 - \$524,999	\$17.50	\$17.60	\$17.70	\$17.95	\$18.20	\$18.50
Level 5 = \$525,000 - \$674,999	\$17.75	\$17.85	\$17.95	\$18.20	\$18.45	\$18.75
Level 6 = \$675,000 & Over	\$18.00	\$18.10	\$18.20	\$18.45	\$18.70	\$19.00

Bakery Manager - if in separate area of Store

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$14.40	\$14.50	\$14.60	\$14.85	\$15.10	\$15.40
Level 2 = \$250,000 - \$324,999	\$14.65	\$14.75	\$14.85	\$15.10	\$15.35	\$15.65
Level 3 = \$325,000 - \$399,999	\$14.90	\$15.00	\$15.10	\$15.35	\$15.60	\$15.90
Level 4 = \$400,000 - \$524,999	\$15.90	\$16.00	\$16.10	\$16.35	\$16.60	\$16.90
Level 5 = \$525,000 - \$674,999	\$16.15	\$16.25	\$16.35	\$16.60	\$16.85	\$17.15
Level 6 = \$675,000 & Over	\$16.40	\$16.50	\$16.60	\$16.85	\$17.10	\$17.40

Lead File Maintenance

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$13.85	\$13.95	\$14.05	\$14.30	\$14.55	\$14.85
Level 2 = \$250,000 - \$324,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$325,000 - \$399,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$400,000 - \$524,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$525,000 - \$674,999	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10
Level 6 = \$675,000 & Over	\$16.35	\$16.45	\$16.55	\$16.80	\$17.05	\$17.35

Assistant Grocery Manager

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$324,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$325,000 - \$399,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$400,000 - \$524,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$525,000 - \$674,999	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10
Level 6 = \$675,000 & Over	\$16.35	\$16.45	\$16.55	\$16.80	\$17.05	\$17.35

In-Store Hourly Chef

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
After 12 months	\$14.35	\$14.35	\$14.35	\$14.35	\$14.35	\$14.35
After 24 months	\$15.35	\$15.35	\$15.35	\$15.35	\$15.35	\$15.35
After 36 months	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85
After 48 months	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Checker/Stock Clerk (Full-time before 9/9/84)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$15.70	\$15.80	\$15.90	\$16.15	\$16.40	\$16.70

Meat Clerks (Full-time before 9/1/84)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$15.45	\$15.55	\$15.65	\$15.90	\$16.15	\$16.45

Journeyman (Grandfathered)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$16.69	\$16.79	\$16.89	\$17.14	\$17.39	\$17.69

Deli/Bakery/Seafood Clerks (Full-time before 9/1/84)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$15.30	\$15.40	\$15.50	\$15.75	\$16.00	\$16.30

Full-time

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.50	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65
After 18 months	\$7.75	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90
After 24 months	\$8.00	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05
After 30 months	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30
After 36 months	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60
After 42 months	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90
After 48 months	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
After 54 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
After 60 months	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80
After 66 months	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
After 72 months	\$13.40	\$13.40	\$13.50	\$13.60	\$13.85	\$14.10	\$14.40

Part-time

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.2502	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.2503	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.2504	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.2505	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.2506	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.40	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70
After 48 months	\$7.60	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80
After 54 months	\$7.80	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 72 months	\$9.50	\$9.50	\$9.60	\$9.65	\$9.75	\$9.85	\$10.00

Fuel Full-time

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 6 months	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
After 12 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 18 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 24 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
After 30 months	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
After 36 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
After 42 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
After 48 months	\$10.00	\$10.00	\$10.10	\$10.20	\$10.45	\$10.70	\$11.00

Fuel Part-time	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 9 months	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
After 18 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 27 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 36 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
After 45 months	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
After 54 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
After 63 months	\$9.50	\$9.50	\$9.60	\$9.65	\$9.75	\$9.85	\$10.00

Courtesy Clerks	Current	9/19/2010
Start	\$7.2500	\$7.25
After 36 months	\$7.2501	\$7.40

Area 2 Wage Schedule

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr and Meat Manager Hired after 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.35	\$16.55	\$16.65	\$16.90	\$17.15	\$17.45
Level 2 = \$250,000 - \$324,999	\$16.60	\$16.80	\$16.90	\$17.15	\$17.40	\$17.70
Level 3 = \$325,000 - \$399,999	\$16.85	\$17.05	\$17.15	\$17.40	\$17.65	\$17.95
Level 4 = \$400,000 - \$524,999	\$17.10	\$17.30	\$17.40	\$17.65	\$17.90	\$18.20
Level 5 = \$525,000 - \$674,999	\$17.35	\$17.55	\$17.65	\$17.90	\$18.15	\$18.45
Level 6 = \$675,000 & Over	\$17.60	\$17.80	\$17.90	\$18.15	\$18.40	\$18.70

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr (hired on (or before 10/30/05) and Meat Manager Hired before 10/30/05 and promoted on or After 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$17.55	\$17.75	\$17.85	\$18.10	\$18.35	\$18.65
Level 2 = \$250,000 - \$324,999	\$17.80	\$18.00	\$18.10	\$18.35	\$18.60	\$18.90
Level 3 = \$325,000 - \$399,999	\$18.05	\$18.25	\$18.35	\$18.60	\$18.85	\$19.15
Level 4 = \$400,000 - \$524,999	\$18.30	\$18.50	\$18.60	\$18.85	\$19.10	\$19.40
Level 5 = \$525,000 - \$674,999	\$18.55	\$18.75	\$18.85	\$19.10	\$19.35	\$19.65
Level 6 = \$675,000 & Over	\$18.80	\$19.00	\$19.10	\$19.35	\$19.60	\$19.90

Meat Manager promoted on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$18.20	\$18.40	\$18.50	\$18.75	\$19.00	\$19.30
Level 2 = \$250,000 - \$324,999	\$18.45	\$18.65	\$18.75	\$19.00	\$19.25	\$19.55
Level 3 = \$325,000 - \$399,999	\$18.70	\$18.90	\$19.00	\$19.25	\$19.50	\$19.80
Level 4 = \$400,000 - \$524,999	\$18.95	\$19.15	\$19.25	\$19.50	\$19.75	\$20.05
Level 5 = \$525,000 - \$674,999	\$19.20	\$19.40	\$19.50	\$19.75	\$20.00	\$20.30
Level 6 = \$675,000 & Over	\$19.45	\$19.65	\$19.75	\$20.00	\$20.25	\$20.55

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.75	\$16.85	\$16.95	\$17.20	\$17.45	\$17.75
Level 2 = \$250,000 - \$324,999	\$17.00	\$17.10	\$17.20	\$17.45	\$17.70	\$18.00
Level 3 = \$325,000 - \$399,999	\$17.25	\$17.35	\$17.45	\$17.70	\$17.95	\$18.25
Level 4 = \$400,000 - \$524,999	\$17.50	\$17.60	\$17.70	\$17.95	\$18.20	\$18.50
Level 5 = \$525,000 - \$674,999	\$17.75	\$17.85	\$17.95	\$18.20	\$18.45	\$18.75
Level 6 = \$675,000 & Over	\$18.00	\$18.10	\$18.20	\$18.45	\$18.70	\$19.00

Bakery Manager - Hired on or before 10/30/05 - If in separate area of Store

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$14.40	\$14.50	\$14.60	\$14.85	\$15.10	\$15.40
Level 2 = \$250,000 - \$324,999	\$14.65	\$14.75	\$14.85	\$15.10	\$15.35	\$15.65
Level 3 = \$325,000 - \$399,999	\$14.90	\$15.00	\$15.10	\$15.35	\$15.60	\$15.90
Level 4 = \$400,000 - \$524,999	\$15.90	\$16.00	\$16.10	\$16.35	\$16.60	\$16.90
Level 5 = \$525,000 - \$674,999	\$16.15	\$16.25	\$16.35	\$16.60	\$16.85	\$17.15
Level 6 = \$675,000 & Over	\$16.40	\$16.50	\$16.60	\$16.85	\$17.10	\$17.40

Lead File Maintenance - hired on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$13.85	\$13.95	\$14.05	\$14.30	\$14.55	\$14.85
Level 2 = \$250,000 - \$324,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$325,000 - \$399,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$400,000 - \$524,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$525,000 - \$674,999	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10
Level 6 = \$675,000 & Over	\$16.35	\$16.45	\$16.55	\$16.80	\$17.05	\$17.35

Assistant Grocery Manager - hired on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$324,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$325,000 - \$399,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$400,000 - \$524,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$525,000 - \$674,999	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10
Level 6 = \$675,000 & Over	\$16.35	\$16.45	\$16.55	\$16.80	\$17.05	\$17.35

Assistant Grocery Manager, Bakery Manager and Lead File Maintenance Hired and promoted after 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
	\$13.45	\$13.55	\$13.65	\$13.90	\$14.15	\$14.45

In-Store Hourly Chef

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
After 12 months	\$14.35	\$14.35	\$14.35	\$14.35	\$14.35	\$14.35
After 24 months	\$15.35	\$15.35	\$15.35	\$15.35	\$15.35	\$15.35
After 36 months	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85	\$15.85
After 48 months	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Checker/Stock Clerk (Full-time before 9/9/84)

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
	\$15.70	\$15.80	\$15.90	\$16.15	\$16.40	\$16.70

Meat Clerks (Full-time before 9/1/84)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$15.45	\$15.55	\$15.65	\$15.90	\$16.15	\$16.45

Journeyman (Grandfathered)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$16.69	\$16.79	\$16.89	\$17.14	\$17.39	\$17.69

Deli/Bakery/Seafood Clerks (Full-time before 9/1/84)

Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
\$15.30	\$15.40	\$15.50	\$15.75	\$16.00	\$16.30

All Full-Time Hired after 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.2502	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.2503	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.2504	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.45	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
After 42 months	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05
After 48 months	\$8.35	\$8.35	\$8.35	\$8.35	\$8.35	\$8.35	\$8.35
After 54 months	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65	\$8.65
After 60 months	\$9.05	\$9.05	\$9.05	\$9.05	\$9.05	\$9.05	\$9.05
After 66 months	\$9.60	\$9.60	\$9.60	\$9.60	\$9.60	\$9.60	\$9.60
After 72 months	\$12.90	\$12.90	\$13.00	\$13.10	\$13.35	\$13.60	\$13.90

Full Time Hired on or before 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.50	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65
After 18 months	\$7.75	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90
After 24 months	\$8.00	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05	\$8.05
After 30 months	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30	\$8.30
After 36 months	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60	\$8.60
After 42 months	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90	\$8.90
After 48 months	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20	\$9.20
After 54 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
After 60 months	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80	\$9.80
After 66 months	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
After 72 months	\$13.40	\$13.40	\$13.50	\$13.60	\$13.85	\$14.10	\$14.40

Part-Time Hired after 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.2502	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.2503	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.2504	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.2505	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.2506	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.40	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65	\$7.65
After 48 months	\$7.60	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70
After 54 months	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.10	\$8.10	\$8.10	\$8.10	\$8.10	\$8.10	\$8.10
After 72 months	\$9.15	\$9.15	\$9.25	\$9.30	\$9.40	\$9.50	\$9.65

Part Time Hired on or before 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35
After 12 months	\$7.2502	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 18 months	\$7.2503	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
After 24 months	\$7.2504	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 30 months	\$7.2505	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55
After 36 months	\$7.2506	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
After 42 months	\$7.40	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70
After 48 months	\$7.60	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80	\$7.80
After 54 months	\$7.80	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90	\$7.90
After 60 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 66 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 72 months	\$9.50	\$9.50	\$9.60	\$9.65	\$9.75	\$9.85	\$10.00

Fuel Full Time Hired after 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 6 months	\$7.2501	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 12 months	\$7.30	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 18 months	\$7.50	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
After 24 months	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70
After 30 months	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95
After 36 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 42 months	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80	\$8.80
After 48 months	\$9.40	\$9.40	\$9.50	\$9.60	\$9.85	\$10.10	\$10.40

Fuel Full Time Hired on or before 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 6 months	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
After 12 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 18 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 24 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
After 30 months	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
After 36 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
After 42 months	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
After 48 months	\$10.00	\$10.00	\$10.10	\$10.20	\$10.45	\$10.70	\$11.00

Fuel Part Time Hired after 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.2500	\$7.25	\$7.25	\$7.25	\$7.25	\$7.25	\$7.25
After 9 months	\$7.2501	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30	\$7.30
After 18 months	\$7.30	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40	\$7.40
After 27 months	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 36 months	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70
After 45 months	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95
After 54 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 63 months	\$8.80	\$8.80	\$8.90	\$8.95	\$9.05	\$9.15	\$9.30

Fuel Part Time Hired on or before 10/30/05

	Current	9/19/2010	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Start	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
After 9 months	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
After 18 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
After 27 months	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
After 36 months	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
After 45 months	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
After 54 months	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
After 63 months	\$9.50	\$9.50	\$9.60	\$9.65	\$9.75	\$9.85	\$10.00

Courtesy Clerks Hired after 10/30/05

	Current	9/19/2010
Start	\$7.2500	\$7.25

Courtesy Clerks Hired on or before 10/30/05

	Current	9/19/2010
Start	\$7.2500	\$7.25
After 36 months	\$7.2501	\$7.40

October 30, 2005

Mr. Steve Lomax
President
UFCW Local 1996
3302 McGinnis Ferry Rd.
Suwanee, Ga. 30024

Dear Mr. Lomax

During contract negotiations between The Kroger Co. and UFCW Local 1996 relative to the agreement between the parties which is effective from May 15, 2005 through May 16, 2009 the parties agreed the following would be covered by letter:

1. The Union and the Employer can mutually agree upon the reinstatement of grandfathered lead positions if the need arises.
2. If an appointed Lead File Maintenance clerk, Bakery Manager, or Assistant Grocery Manager has a personal rate higher than the established rate for that position, they will receive the appropriate premium for that position in addition to their personal rate.
3. In the event of minimum wage changes, we will discuss the impact of the change, if any.
4. If the Employer leases out space in its stores or uses vendors to supply product to its stores, the Employer agrees that such operations shall not cause any employee represented by Local 1996 to be laid off or to lose hours.
5. Grandfathered Positions

The following positions are considered to be grandfathered positions and all references have been removed from the Collective Bargaining Agreement.

CAO clerks
Lead Night Stock Clerks, except in stores with a total sales volume excluding fuel of \$310,000 or above.
Cosmetician
Drug/GM Receiver
Lead Cheese
Chefs
Seafood Manager
Journeyman/Boxman

Employees in these grandfathered positions will continue to receive the rates of pay outlined in the bargaining agreement and/or premiums as long as the employee remains in the position.

6. In the event of a change in the hours of a major competitor or a new competitor opens in the market, the Union and the Employer will meet and discuss the Christmas Eve closing time. Any change in the current practice will be mutually agreed upon.
7. Effective 10/30/05, associates will be given credit for time spent in their current bracket for purposes of determining their next progression increase date.

Meat

1. If meat coats or meat aprons are removed from the Meat Department, the Employer will discuss suitable alternatives with the Union to ensure cleanliness and sanitation.
2. If any Meat, Deli/Bakery, or Seafood Department Employee hired prior to October 30, 2005, transfers to any other Department, it is understood that Seniority, Article 12.02 will apply.

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

If there is a full-time rate the same as the employee's part-time rate, the employee would be reclassified to that rate and will continue to accumulate service necessary for adjustment to the next rate.

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.
4. Meat Chefs will be grandfathered. Chefs classified as Meat with a Job Date of February 7, 1999 or before will be grandfathered. A Meat Chef currently at the top rate on their scale will receive the same increases as a full-time top rated clerk.
5. There will be a Bakery Manager position in stores where the Deli and Bakery are located in separate parts of the store.
6. Seafood Managers as of September 11, 1993, are red-circled and will receive future increases in the amount equal to increases received by the Full-time top rate clerks.
7. Journeyman Meat Cutters and Cutting Room Journeyman (.175 premium) will be Grandfathered and their rate of pay "red circled". In the event a Meat Manager steps down or is demoted from their position, they will be placed in the classification from which they came prior to being assigned as Meat Manager. In the event of a layoff, reduction of hours, and store closing, seniority will apply. (For these purposes, seniority will be defined to provide Grandfathered Journeyman and Meat Clerks to be in the same classification.) If a Journeyman Meat Cutter is laid off and recalled at a later date, he will be returned to the rate of pay he was at prior to being laid off.
8. Any employee in the meat department can operate the meat power saw. Meat Clerks (hired prior to 6/28/91) who do not want to operate the meat power saw because of safety and health concerns, will not be required to operate the meat power saw. Training will be provided to meat clerks regarding the operation of the meat power saw.

Drug/GM

All Employees hired prior to October 30, 2005 will have their night stocking premium included in the calculation of their vacation and holiday pay, provided they are a member of a regular night stocking crew.

Perry Store only: All eligible Front-End, Produce, Grocery, and Deli employees of the Perry, Georgia, store were able to qualify under the (United Food and Commercial Workers Union and Employers Pension Fund, the Atlanta Fund) commencing November 1, 1995 and for Meat and Seafood employees from January 1, 1998 until May 6, 2001. Effective May 6, 2001, Meat, Deli, and Seafood employees became eligible to qualify under the UFCW International Union Industry Pension Fund.

Appendix 1 Reclass

1. Area 1

Effective February 21, 2010, New Schedule "B" is in effect for all stores covered under this agreement. Beginning January 30, 2011 and each fiscal year thereafter through the life of this contract: Front-End, Grocery, Produce, Deli, Meat, and Drug/GM Managers, as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers, and Grandfathered Seafood Managers will be classified based on average sales minus fuel sales for the prior full thirteen (13) Kroger periods. A new list of Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers and Grandfathered Seafood Managers rates will be established based on the reclassification if changes are involved.

Schedule "A" – Existing

Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr and Meat Manager Hired after 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$17.55	\$17.75	\$17.85	\$18.10	\$18.35	\$18.65
Level 2 = \$250,000 - \$309,999	\$17.80	\$18.00	\$18.10	\$18.35	\$18.60	\$18.90
Level 3 = \$310,000 - \$374,999	\$18.05	\$18.25	\$18.35	\$18.60	\$18.85	\$19.15
Level 4 = \$375,000 - \$474,999	\$18.30	\$18.50	\$18.60	\$18.85	\$19.10	\$19.40
Level 5 = \$475,000 & Over	\$18.55	\$18.75	\$18.85	\$19.10	\$19.35	\$19.65

Meat Manager - promoted on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$18.20	\$18.40	\$18.50	\$18.75	\$19.00	\$19.30
Level 2 = \$250,000 - \$309,999	\$18.45	\$18.65	\$18.75	\$19.00	\$19.25	\$19.55
Level 3 = \$310,000 - \$374,999	\$18.70	\$18.90	\$19.00	\$19.25	\$19.50	\$19.80
Level 4 = \$375,000 - \$474,999	\$18.95	\$19.15	\$19.25	\$19.50	\$19.75	\$20.05
Level 5 = \$475,000 & Over	\$19.20	\$19.40	\$19.50	\$19.75	\$20.00	\$20.30

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.75	\$16.85	\$16.95	\$17.20	\$17.45	\$17.75
Level 2 = \$250,000 - \$309,999	\$17.00	\$17.10	\$17.20	\$17.45	\$17.70	\$18.00
Level 3 = \$310,000 - \$374,999	\$17.25	\$17.35	\$17.45	\$17.70	\$17.95	\$18.25
Level 4 = \$375,000 - \$474,999	\$17.50	\$17.60	\$17.70	\$17.95	\$18.20	\$18.50
Level 5 = \$475,000 & Over	\$17.75	\$17.85	\$17.95	\$18.20	\$18.45	\$18.75

Bakery Manager - if in separate area of Store

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$14.40	\$14.50	\$14.60	\$14.85	\$15.10	\$15.40
Level 2 = \$250,000 - \$309,999	\$14.65	\$14.75	\$14.85	\$15.10	\$15.35	\$15.65
Level 3 = \$310,000 - \$374,999	\$14.90	\$15.00	\$15.10	\$15.35	\$15.60	\$15.90
Level 4 = \$375,000 - \$474,999	\$15.90	\$16.00	\$16.10	\$16.35	\$16.60	\$16.90
Level 5 = \$475,000 & Over	\$16.15	\$16.25	\$16.35	\$16.60	\$16.85	\$17.15

Lead File Maintenance

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$13.85	\$13.95	\$14.05	\$14.30	\$14.55	\$14.85
Level 2 = \$250,000 - \$309,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$310,000 - \$374,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$375,000 - \$474,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$475,000 & Over	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Assistant Grocery Manager

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$309,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$310,000 - \$374,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$375,000 - \$474,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$475,000 & Over	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Schedule "B" – New Schedule

\$0 - \$249,999

\$250,000 - \$324,999

\$325,000 - \$399,999

\$400,000 - \$524,999

\$525,000 - \$674,999

\$675,000 or more (.25/Hr. Premium)

See Area 1 Wage Schedule on page 31

Employees in these positions with job dates in the above classifications on or after February 21, 2010 will be reclassified annually using the store volume New Schedule "B" to determine their rate of pay.

Employees in these positions with job dates in the above classifications prior to February 21, 2010 will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay.

Effective February 21, 2010 New Schedule "B" is in effect for all stores covered under this agreement. On new store or stores which may be remodeled, Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers and Grandfathered Seafood Managers shall be paid their previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly sales minus fuel sales on Schedule B for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling. Employees in these positions with job dates prior in the above classifications to February 21, 2010 will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay.

Rates for employees in these positions will then be adjusted to the new classification with retroactive adjustment to the re-grand opening of the store.

Employees in these positions who voluntarily transfer stores or positions on or after February 21, 2010 will be placed on the appropriate rate of pay in accordance with New Schedule "B".

It is understood that in the event of a store closing and in any other situation that could impact employees whose job dates are prior to February 21, 2010 that the Company and the Union will meet to discuss the application of wages with the understanding that it is the intent of the bargaining parties to avoid a reduction of pay that occurs solely as a result of the Implementation of New Schedule "B".

2. Area 2

Effective February 21, 2010 New Schedule "B" is in effect for all stores covered under this agreement. Beginning January 30, 2011 and each fiscal year thereafter through the life of this contract: Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers, as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers (hired prior to 10/30/05), and Grandfathered Seafood Managers (promoted on or before 9/11/1993) will be classified based on average sales minus fuel sales for the prior full thirteen (13) Kroger periods. A new list of Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers and Grandfathered Seafood Managers rates will be established based on the reclassification if changes are involved.

Schedule "A" – Existing

**Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr
and Meat Manager Hired after 10/30/05**

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.35	\$16.55	\$16.65	\$16.90	\$17.15	\$17.45
Level 2 = \$250,000 - \$309,999	\$16.60	\$16.80	\$16.90	\$17.15	\$17.40	\$17.70
Level 3 = \$310,000 - \$374,999	\$16.85	\$17.05	\$17.15	\$17.40	\$17.65	\$17.95
Level 4 = \$375,000 - \$474,999	\$17.10	\$17.30	\$17.40	\$17.65	\$17.90	\$18.20
Level 5 = \$475,000 & Over	\$17.35	\$17.55	\$17.65	\$17.90	\$18.15	\$18.45

**Grocery Manager, Produce Manager, Front-End Manager, Deli/Bakery Manager, Drug/GM Mgr
(hired on or before 10/30/05), Meat Manager Hired before 10/30/05 and promoted on
or After 10/30/05**

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$17.55	\$17.75	\$17.85	\$18.10	\$18.35	\$18.65
Level 2 = \$250,000 - \$309,999	\$17.80	\$18.00	\$18.10	\$18.35	\$18.60	\$18.90
Level 3 = \$310,000 - \$374,999	\$18.05	\$18.25	\$18.35	\$18.60	\$18.85	\$19.15
Level 4 = \$375,000 - \$474,999	\$18.30	\$18.50	\$18.60	\$18.85	\$19.10	\$19.40
Level 5 = \$475,000 & Over	\$18.55	\$18.75	\$18.85	\$19.10	\$19.35	\$19.65

Meat Manager promoted on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$18.20	\$18.40	\$18.50	\$18.75	\$19.00	\$19.30
Level 2 = \$250,000 - \$309,999	\$18.45	\$18.65	\$18.75	\$19.00	\$19.25	\$19.55
Level 3 = \$310,000 - \$374,999	\$18.70	\$18.90	\$19.00	\$19.25	\$19.50	\$19.80
Level 4 = \$375,000 - \$474,999	\$18.95	\$19.15	\$19.25	\$19.50	\$19.75	\$20.05
Level 5 = \$475,000 & Over	\$19.20	\$19.40	\$19.50	\$19.75	\$20.00	\$20.30

Seafood Manager (Grandfathered) - If promoted on or before 9/11/1993

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$16.75	\$16.85	\$16.95	\$17.20	\$17.45	\$17.75
Level 2 = \$250,000 - \$309,999	\$17.00	\$17.10	\$17.20	\$17.45	\$17.70	\$18.00
Level 3 = \$310,000 - \$374,999	\$17.25	\$17.35	\$17.45	\$17.70	\$17.95	\$18.25
Level 4 = \$375,000 - \$474,999	\$17.50	\$17.60	\$17.70	\$17.95	\$18.20	\$18.50
Level 5 = \$475,000 & Over	\$17.75	\$17.85	\$17.95	\$18.20	\$18.45	\$18.75

Bakery Manager - Hired on or before 10/30/05 - If in separate area of Store

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$14.40	\$14.50	\$14.60	\$14.85	\$15.10	\$15.40
Level 2 = \$250,000 - \$309,999	\$14.65	\$14.75	\$14.85	\$15.10	\$15.35	\$15.65
Level 3 = \$310,000 - \$374,999	\$14.90	\$15.00	\$15.10	\$15.35	\$15.60	\$15.90
Level 4 = \$375,000 - \$474,999	\$15.90	\$16.00	\$16.10	\$16.35	\$16.60	\$16.90
Level 5 = \$475,000 & Over	\$16.15	\$16.25	\$16.35	\$16.60	\$16.85	\$17.15

Lead File Maintenance - hired on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	\$13.85	\$13.95	\$14.05	\$14.30	\$14.55	\$14.85
Level 2 = \$250,000 - \$309,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$310,000 - \$374,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$375,000 - \$474,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$475,000 & Over	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Assistant Grocery Manager - hired on or before 10/30/05

	Current	3/20/2011	3/18/2012	9/16/2012	3/17/2013	9/15/2013
Level 1 = Under \$250,000	n/a	n/a	n/a	n/a	n/a	n/a
Level 2 = \$250,000 - \$309,999	\$14.35	\$14.45	\$14.55	\$14.80	\$15.05	\$15.35
Level 3 = \$310,000 - \$374,999	\$15.35	\$15.45	\$15.55	\$15.80	\$16.05	\$16.35
Level 4 = \$375,000 - \$474,999	\$15.85	\$15.95	\$16.05	\$16.30	\$16.55	\$16.85
Level 5 = \$475,000 & Over	\$16.10	\$16.20	\$16.30	\$16.55	\$16.80	\$17.10

Schedule "B" – New Schedule

\$0 - \$249,999

\$250,000 - \$324,999

\$325,000 - \$399,999

\$400,000 - \$524,999

\$525,000 - \$674,999

\$675,000 or more (.25/Hr. Premium)

See Area 2 Wage Schedule on page 35

Employees in these positions with job dates in the above classifications on or after February 21, 2010 will be reclassified annually using the store volume New Schedule "B" to determine their rate of pay.

Employees in these positions with job dates prior to February 21, 2010 will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay.

Effective February 21, 2010 New Schedule "B" is in effect for all stores covered under this agreement. On new store or stores which may be remodeled, Front-End, Grocery, Produce, Deli, Meat and Drug/GM Managers as well as Lead File Maintenance, Bakery Managers, Assistant Grocery Managers and Grandfathered Seafood Managers shall be paid their previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly sales minus fuel sales on Schedule B for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling. Employees in these positions with job dates prior in the above classifications to February 21, 2010 will be reclassified on both schedules "A" and "B" to determine their rate of pay. Schedule "A" rates of pay will be used only if New Schedule "B" rates of pay would otherwise cause a reduction of pay. Rates for employees in these positions will then be adjusted to the new classification with retroactive adjustment to the re-grand opening of the store.

Employees in these positions who voluntarily transfer stores or positions on or after February 21, 2010 will be placed on the appropriate rate of pay in accordance with New Schedule "B".

It is understood that In the event of a store closing and in any other situation that could impact employees whose job dates in the above classifications are prior to February 21, 2010 that the Company and the Union will meet to discuss the application of wages with the understanding that it is the intent of the bargaining parties to avoid a reduction of pay that occurs solely as a result of the implementation New Schedule "B".

Appendix 2 Atlanta Contract - Fresh Fare Store 259

A. Fresh Fare - Effective February 21, 2010, it is understood that the Fresh Fare, Store 259, Letter of Understanding dated August 8, 2008 shall become null and void except for the structure and wage schedules of Department Heads, Assistant Department Heads and Lead clerks. These positions will progress on the wage schedules as noted:

Department Heads - Grocery Manager, Produce Manager, Front-End Manager, Deli Manager, Drug/GM Manager and Meat Manager will remain at the established rate \$20.30 and will receive future increases in accordance with the Area 1 schedule under the Atlanta agreement. It is understood that the Company has the right to select associates for Department Head positions in this store and that Article 12, Seniority, paragraphs .03, .04, and .05 shall not apply.

Assistant Department Heads - Wine Steward, Specialty Grocery, Bakery Manager, Floral Manager, Nutrition Manager, Assistant Grocery, Assistant Meat, Assistant Deli, Assistant Produce, Assistant Front End and Assistant Drug/GM will remain at the established of \$16.30 and will receive future increases in accordance with the Area 1 schedule under the Atlanta agreement. (Note: If a personal rate is higher than the established rate, a fifty cents(\$.50) premium will be applied.)

Lead Clerks - Lead Dairy, Lead Frozen, Lead Cake Decorator, Lead File Maintenance, Lead Seafood, Lead Cheese, Sous Chefs and Pastry Chef and the Receiver will remain at the established rate of \$15.55 and will receive future increases in accordance with the Area 1 schedule under the Atlanta agreement. (Note: If a personal rate is higher than the established rate, a forty cents (\$.40) premium will be applied.)

B. In addition, Accounting, Floor Supervisor & Customer Service associates who are receiving a fifty cents (\$0.50) per hour premium in addition to their personal rate of pay as of February 21, 2010, will continue to receive that premium so long as they remain in the position. It is understood that this premium will no longer be utilized after February 21, 2010. Courtesy Clerks as February 21, 2010 will be red-circled at \$8.00 until such time the wage rate in the Atlanta agreement catches up. All Courtesy Clerks hired after February 21, 2010 will receive a rate of pay in accordance with the Atlanta agreement.

C. All other terms and conditions shall be eliminated except that associates covered under the wage schedules listed below for Full-time and Part-time Clerks, Full-time and Part-time Night Stock, and Full-time and Part-time Night Cashier as of February 21, 2010, will be grandfathered and continue to progress according to the schedules listed below and associates on the top rate of these schedules will receive future increases in accordance with the Area 1 schedules under the Atlanta agreement.

Full-Time Clerks hired prior to February 21, 2010

Start	\$9.00
After 6 months	\$9.20
After 12 months	\$9.40
After 18 months	\$9.60
After 24 months	\$9.80
After 30 months	\$10.00
After 36 months	\$10.20
After 42 months	\$10.40
After 48 months	\$10.60
After 54 months	\$10.80
After 60 months	\$11.00
After 66 months	\$11.50
After 72 months	\$13.40

Part-time Clerks hired prior to February 21, 2010

Start	\$8.50
After 6 months	\$8.60
After 12 months	\$8.70
After 18 months	\$8.80
After 24 months	\$8.90
After 30 months	\$9.00
After 36 months	\$9.10
After 42 months	\$9.20
After 48 months	\$9.30
After 54 months	\$9.40
After 60 months	\$9.50
After 66 months	\$9.60
After 72 months	\$9.90

Full-time & Part-time Night Stock and Night Cashier hired prior to February 21, 2010

(Note: It is understood that this progression applies only to those associates who are normally scheduled to work between the hours of 10pm and 7am. It is further understood that if any associate who normally works between these hours has a personal rate higher than the established rate that they will continue to receive the appropriate night premium in addition to their personal rate, otherwise night premium does not apply. For all other associates who occasionally work between the hours of 10pm and 7am, the appropriate night premium per Schedule A wages, paragraph 14, shall apply.)

Start	\$10.00
After 6 months	\$10.50
After 12 months	\$11.00
After 18 months	\$11.50
After 24 months	\$11.75
After 30 months	\$12.00
After 36 months	\$12.25
After 42 months	\$12.50
After 48 months	\$12.75
After 54 months	\$13.40

D. All other associates who are hired or transfer into Fresh Fare, Store 259, on or after February 21, 2010, will be placed on the appropriate wage schedule and night premiums in accordance with Area 1 under the Atlanta agreement. It is further understood that any associate who transfers out of this location shall be placed on the appropriate rate per the Atlanta agreement.

E. It is agreed that should the Fresh Fare concept be eliminated for this store that the rates of pay for Department Heads, Assistants, and Leads will be red-circled until such time that the base wage rate in the Atlanta contract catches up to their rates.

F. It is further agreed that in the event the Atlanta division should add any future Fresh Fare stores, it is agreed that the Company and the Union will meet to discuss.

G. It is understood that this letter of understanding applies to Fresh Fare Store 259, and that all other language under the collective bargaining agreement, unless specifically noted above, will continue to be in effect through the term of the contract.

Appendix 3
UFCW AND EMPLOYERS PENSION FUND (the "Plan")
Trustees' Understanding
December 30, 2009

It is understood that any actions required to be taken by The Kroger Co. ("Kroger") and the United Food and Commercial Workers Union ("UFCW") Local 1996 as bargaining parties will apply to all collective bargaining agreements between Kroger and the UFCW which require that contributions be made by Kroger into the Fund.

It is further understood that actions described below will be conditioned on the fact that the Plan is certified by the plan actuary to be in Critical Status for the 2010 Plan Year and that the plan actuary shall make his certification as soon as possible in 2010.

1. The Social Security Level Income Option will cease to be available for all retirement's effective as soon as possible following actuarial certification of PPA '06 status in 2010.
2. As soon as possible following actuarial certification in PPA '06 status in 2010, all adjustable benefits for inactive participants will be eliminated.
3. All future accruals shall be based on a Normal Retirement Age of 65 whether or not retirement is directly from active service in covered employment. Pensions commencing prior to Normal Retirement Age shall be actuarially reduced.
4. All subsidies for retirements prior to age 65 shall be preserved as to accrue benefits as of December 31, 2012 on a "wear away" basis. In other words, participants retiring on and after January 1, 2013 shall have their pensions calculated as the greater of (a) the pension accrued as of December 31, 2012 paid in accordance with the terms of the Plan as then in effect and (b) the pension accrued as of the termination of employment reduced, if applicable, for retirement prior to age 65 on an actuarial equivalent basis.
5. All actuarial increases for late retirement shall be eliminated to the extent possible as determined by fund counsel.
6. With respect to service earned after January 1, 2010, the following benefit rates shall apply:
 - a. Participants hired prior to July 1, 2004: \$40.00
 - b. Participants hired after July 1, 2004 but before January 1, 2010: \$30.00
 - c. Participants hired on or after January 1, 2010: \$16.00
7. The method of determining withdrawal liability under the Plan shall be changed from the Presumptive Method under section 4211(b) of ERISA to the Direct Attribution Method under section 4211(c)(4) of ERISA.
8. Kroger and the UFCW will agree to open the pension article of all participating Kroger Collective Bargaining Agreements in the Plan for the sole purpose of increasing the employer contribution rates with respect to covered employment on or after the effective dates shown below:

<u>Effective Date</u>	<u>Increase Per Hour</u>
First Month after 2010 Actuarial Certification	15¢
January 1, 2011	15¢
January 1, 2012	15¢
January 1, 2013 (If a 4-year contract is negotiated in Atlanta)	15¢

9. Appropriate actions shall be taken so that the surcharges on employer contributions, if any, required by IRC Section 432 will be "netted out" of the contribution increases specified in Item 8 above.

10. The Board of Trustees hereby directs the plan actuary to apply for a ten year amortization extension under IRC Section 431(d) for all charge bases in existence for the 2009 Plan Year.

11. The Board of Trustees will continue to explore alternative means of improving the Plan's funding status such as single sum contributions and transfers of unfunded liability out of the Plan in lieu of some or all of any remaining contribution increases specified in Item 8 above, or Item 12 below, on an actuarially equivalent basis as defined below. Any action taken will apply to all collective bargaining agreements between Kroger and the UFCW which require that contributions be made by Kroger into the Fund.

12. In the event the above actions, reflecting annual 2009 investment returns and legislative relief enacted on or before November 25, 2010, are not sufficient to enable the Plan to emerge from Critical Status by the end of the Rehabilitation Period, then further adjustments will be reflected in the Preferred Schedule of the Rehabilitation Plan in accordance with the following:

- a. If there are optional provisions in such legislative relief, the Board of Trustees will elect those options which would minimize any required contribution increases described in Item 8.
- b. Contribution increases benefit accrual rates, or both, as agreed upon by the Board of Trustees, will be changed to satisfy the requirements of a valid schedule for the Preferred Schedule of the Rehabilitation Plan.

As a further clarification of the proposal, the Trustees agreed that an actuarial certification should be made by January 4 or 5, 2010 and that the notice should be mailed on February 2, 2010 in order that participants retiring with an effective date of February 1, 2010 can retire with and receive a level income option if they should so elect.

Letter of Understanding

1. In any new store where a majority of the workforce has transferred from the bargaining unit covered by this Agreement, Kroger will recognize Local 1996 and the appropriate Agreement will apply to the new store's workforce.
2. In any other store where some of the work force, but less than a majority, has transferred and/or been assigned from the bargaining unit covered by this Agreement, Local 1996 shall have "access" to the new store. "Access" means that Local 1996 representatives may enter the store and meet with employees about membership in the union, but employees are not to be solicited in such ways as to interfere with their work. Local 1996 representatives may also meet with non-working employees in non-sales floor areas. Upon presentation to Kroger of proof that Local 1996 represents an uncoerced majority of the employees in the new store, Kroger will recognize Local 1996 as the bargaining representative and the appropriate agreement will apply to the new store's workforce.
3. The Atlanta Division has no current plans to open new stores within the jurisdiction of Local 1996 without transferring and/or assigning some employees from existing Kroger stores. In the event Kroger were to do so during the term of the Atlanta Front-End/Grocery/ Produce/Deli/Meat/Seafood/Drug/GM Agreement, Kroger agrees to notify Local 1996 in advance of such opening and, should Local 1996 request, representatives of the Atlanta Division and Local 1996 will discuss "access" terms for any such stores. If the parties are unable to reach an agreement regarding access, or if the Atlanta Division declines to provide access, Local 1996 may file a grievance and seek the ruling of an expedited arbitration pursuant to Article 5 of this Agreement. Upon presentation to Kroger of proof that Local 1996 represents an uncoerced majority of the employees in the new store, Kroger will recognize Local 1996 as the bargaining representative and the appropriate agreement will apply to the new store's workforce.
4. The Atlanta Division (and its managers) and UFCW Local 1996 (and its agents) in stores covered by this agreement, agree to treat each other with mutual business respect. When the agents of Local 1996 are in the store they will respect the Company's need to service customers, and the Company will respect the needs of the agents to service their members. Neither party will engage in negative discussion about each other, and Kroger will not tell employees it opposes or supports the union. Kroger and its managers will not coerce and will not interfere with the rights of its employees to choose to join a union or to sign union authorization cards. Local 1996 and its agents will not coerce and will not interfere with the rights of Kroger employees to choose not to join a union.
5. Company agrees to administer the uniform policy in a consistent manner for all associates across all stores and will provide the designated uniforms for the appropriate job classification.
6. The Company agrees to meet with the Union twice a year to discuss any current outstanding labor issues and update each party about current trends. The number of meetings per year may be increased or decreased by mutual agreement. This meeting will include Union Officials, including Union members and Company Officials including District Managers and District Operations Coordinators. These meetings are in addition to the current Labor/Management meetings. The Company agrees to pay the expenses associated with these meetings.