

TABLE OF CONTENTS

ARTICLE 1. INTENT AND PURPOSE	2
ARTICLE 2. COVERAGE	2
ARTICLE 3. UNION SHOP CONDITIONS AND CHECKOFF	3
ARTICLE 4. CONFORMITY TO LAW.....	4
ARTICLE 5. MANAGEMENT RIGHTS	5
ARTICLE 6. NO STRIKE, NO LOCKOUT	5
ARTICLE 7. PICKET LINE	5
ARTICLE 8. GRIEVANCE AND ARBITRATION PROCEDURE.....	5
ARTICLE 9. OVERTIME AND OTHER PREMIUM PAY	8
ARTICLE 10. HOURS OF WORK	9
ARTICLE 11. WORK SCHEDULES.....	10
ARTICLE 12. HOLIDAY WORK	15
ARTICLE 13. VACATIONS	17
ARTICLE 14. NIGHT SHIFT PROVISIONS.....	19
ARTICLE 15. SENIORITY	20
ARTICLE 16. LEAVES OF ABSENCE.....	26
ARTICLE 17. OTHER GENERAL WORKING CONDITIONS.....	28
ARTICLE 18. UNION COOPERATION.....	30
ARTICLE 19. SEPARATION PAY	30
ARTICLE 20. TECHNOLOGICAL CHANGE	30
ARTICLE 21. STORE CLOSING.....	31
ARTICLE 22. HEALTH AND WELLNESS	32
ARTICLE 23. PENSION	37
ARTICLE 24. EXPIRATION	39
APPENDIX A: WAGES	40
APPENDIX A-1: CINCINNATI AREA WAGE RATES	43
APPENDIX A-1: CINCINNATI AREA WAGE RATES (KY/IN MIN. WAGE ADJUSTMENTS).....	54
APPENDIX A-2: DAYTON AREA WAGE RATES	58
APPENDIX B: JOB DESCRIPTIONS	68
APPENDIX C: SENIORITY AREAS	73
APPENDIX D: PERMANENT PANEL	75
APPENDIX E: HEALTH CARE PLAN DESIGN SUMMARIES	76
APPENDIX F: RETIREE HEALTH CARE	82
CINCINNATI SUNDAY OPTIONS.....	86
LETTER OF UNDERSTANDING: LABOR/MANAGEMENT COMMITTEE	87
LETTER OF UNDERSTANDING: KROGER 363 LIQUOR SHOP, CUSTOMER REQUESTS	88
LETTER OF UNDERSTANDING: HEALTH CARE.....	89
LETTER OF UNDERSTANDING: ARTICLE 22.2.....	90
LETTER OF UNDERSTANDING: UNION SHOP CONDITIONS & CHECKOFF	91
LETTER OF UNDERSTANDING: GM PILOT PROGRAM	92
LETTER OF UNDERSTANDING: STEP TWO GRIEVANCE PROCESS	93
LETTER OF UNDERSTANDING: COFFEE SHOP PREMIUM	94
LETTER OF UNDERSTANDING: FEASIBILITY STUDY.....	95
LETTER OF UNDERSTANDING: ARTICLE 15.2, 15.16(C), AND ARTICLE 15.16(G)	96
LETTER OF UNDERSTANDING: DEPENDENT COVERAGE QUALIFIER (ARTICLE 22.3)	97

THIS AGREEMENT has been entered into between The Kroger Co., Cincinnati/Dayton Marketing Area (KMA), doing business as Kroger, its successors and assigns, hereinafter designated as the "Employer" and the United Food and Commercial Workers Union Local No. 75, chartered by the United Food and Commercial Workers International Union AFL-CIO, CLC, hereinafter designated as the "Union."

ARTICLE 1. INTENT AND PURPOSE

- 1.1 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 interest, 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.

ARTICLE 2. COVERAGE

- 2.1 The Union shall be the sole and exclusive bargaining agent for all Associates in each of the Employer's stores, and the Meat Department only of the Batesville, Indiana store, located in the counties of Auglaize, Brown, Butler, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Shelby, and Warren in the State of Ohio; Boone, Campbell, Kenton, Mason in the state of Kentucky; Dearborn and Ripley in the state of Indiana, excluding Store/Unit Managers, Co-Managers, Chefs, Drug/General Merchandise Managers, Associate Relations Managers, Professional Pharmacy Department Associates, and Security Associates.
- 2.2 Vendor Stocking - The present practice of outside vendors stocking shelves shall not be expanded during the term of this Agreement, except that, if a brand of merchandise now being stocked by outside vendors is discontinued and another brand substituted or a new brand is added, representatives of vendors may stock all brands of the same type of merchandise. For example, if a new brand of potato chips is added or substituted, representatives of vendors may stock the new brand.

The understanding in the paragraph immediately above shall not apply in new or remodeled stores during the first two (2) weeks prior to opening.

It is understood that the rotation of merchandise, taking inventory or ordering shall not be considered stocking. It shall not be a violation of this provision for a vendor to perform the work necessary to accomplish a reallocation of product in his commodity section. This work is to be done under the supervision of the Department Head. (This provision does not alter 11.11, Scheduling Resets.)

The following guidelines shall apply:

1. An "allocation" will refer to the number of facings or placements of a particular item.
2. A "reallocation" refers to the changing, positioning, and/or the discontinuance of an item, and/or the addition of a new item.
3. Vendors may perform work necessary to reallocate an item within a commodity section in a given aisle. Should an entire commodity section (i.e., coffee) need to be removed to accomplish a reallocation, bargaining unit Associate(s) will assist in the reallocation, where it would not cause the addition of hours to the schedule.
4. When an item will be relocated in a new aisle, vendors will be permitted to pull the block and set the block.
5. Vendors will not stock any product from the back room other than a new item.
6. Vendors must sign the daily log "in" and "out" and state the reasons for being in the store (i.e., reset, inventory, etc.). If the Steward questions a vendor's actions, he may verify the vendor(s) presence and reasons for being in the store.
7. Department Heads will better supervise vendor work.

The following items only shall be stocked completely or partially by representatives of vendors or rack jobbers: magazines, books, outside bakery goods, non-alcoholic beverages and snacks; i.e., potato chips, pretzels, etc.; and cookies, crackers, greeting cards, and party items. It is understood that merchandise delivered on Kroger trucks will

continue to be stocked by members of the bargaining unit. Bottled water ordered through Peyton's shall also continue to be stocked by bargaining unit Associates.

In stores with a distinct Drug/GM Department, the Employer may utilize any vendor store assistance on Drug/GM merchandise products, which are available to the trade without additional cost.

- 2.3 Management Work - In stores having both Manager and Co-Manager(s) the Employer agrees that they will not perform work normally done by members of the bargaining unit, including office functions normally performed by the Front-End Manager and Assistant Front-End Manager(s). This does not preclude the Manager and Co-Manager(s) from doing the above due to Associates being absent where no one is available to do the work or circumstances beyond the control of the Employer. It is further understood that work incidental to handling customers requests, inventorying product(s), and merchandise markdowns are not a violation of this Section. It is understood that this language does not apply to the Drug/GM department.

For the Meat Department the following shall apply:

It is understood that work performed due to the absence of a member of the bargaining unit while attempting to bring in additional help (during a breakdown, demonstration, during training, experimentation, reallocation of product (using stock on the shelves) will not be considered a violation of this paragraph).

- 2.4 In the event of a proven violation of Sections 2.2 and/or 2.3, the Employer will pay to the Associate filing the grievance the amount of time spent in such proven violation at the premium rate of time and one-half (1 ½), but no less than one (1) hour's pay at the Associate's regular rate of pay. It is understood that this language does not apply to the Drug/GM department.

ARTICLE 3. UNION SHOP CONDITIONS AND CHECKOFF

- 3.1 Union Shop - It shall be a condition of employment that all Associates of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the sixty-first (61st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all Associates covered by this Agreement and hired on or after its execution date shall, on the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new Associates from any source whatsoever.

During the first sixty (60) calendar days of employment, a new Associate shall be on a trial basis and may be discharged at the discretion of the Employer. By mutual agreement between the Employer and the Union, such trial period may be extended for an additional thirty (30) day probationary period, and such discharge shall not be subject to the Grievance and Arbitration Procedure. For the purpose of this paragraph, the execution date of this Agreement shall be considered its effective date.

- 3.2 Check-Off - The Employer agrees to deduct weekly Union dues and/or service fees and uniform assessments from the wages of Associates in the bargaining unit who individually certify in writing, authorization for such deduction in a form authorized by law. The Employer agrees, in the case of new Union members, to deduct the Union initiation fee and in the case of a non-member, an initial service fee from the wages of any new or non-member Union Associate who certifies in writing authorization for such deduction in a form authorized by law.

In the event no wages are then due the Associate, or are insufficient to cover the required deduction, the deduction for such week shall nevertheless be made from the first wages of adequate amount next due the Associate and thereupon transmitted to the Union.

Upon written request by an authorized representative of the Union, the Employer agrees to dismiss any Associate within five (5) days from receipt of such request for failure to comply with Article 3, Section 3.1, limited only by the Labor Management Relations Act of 1947.

- 3.3 Active Ballot Club - The Employer agrees to transmit the Local Union contribution deductions to the UFCW Active Ballot Club from Associates who are Union members, and who sign deduction authorization cards. The deductions shall be in the amount specified on the political contribution deduction authorization card and shall be deducted not more than once each week.
- 3.4 New Associates - The Employer agrees to give the Union a list of new Associates weekly showing Associate's name, residence address, social security number, store number, date of employment, and birth date.
- 3.5 Union Visitation - Any accredited Union official of UFCW Local 75 shall be granted access to the store at any time that the store is open for business for the purpose of satisfying themselves that the terms of this Agreement are being complied with. It is understood, however, that the Union representative will, upon entering the store, make their presence known to the Store Manager or their representative. It is further understood that there will be no unreasonable interference with efficient store operation.
- 3.6 Other Agreements - The Employer, through any part of the Management, agrees not to enter into any agreement or contract with their Associates, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 3.7 Bulletin Board - The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business, provided that such notices are approved by the Human Resource Manager before posting.
- 3.8 Union Steward - The Union shall have the right to designate a Grocery Steward, Meat Steward, and a Drug/GM Steward in each store.

In the top fifty percent (50%) of the stores (based on sales volume), the Union shall have the right to designate a Grocery Steward and Alternate Grocery Steward, a Meat Steward, and an Alternate Meat Steward.

The Employer shall send a letter to the Union each February to update the stores by sales volume. The Union shall notify the Stewards and Alternate Stewards of any change.

A list showing the names and store addresses of all Stewards and Alternate Stewards is to be submitted to the Employer.

- 3.9 Union Counselor - The Union shall have the right to designate a Union Counselor in each store.
- 3.10 Union Card - The Employer agrees to display the Union Store Card and/or decal in a prominent place at the discretion of the employer in its store. The Union Card and/or decal is and shall remain the property of the Union.

ARTICLE 4. CONFORMITY TO LAW

- 4.1 The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of final jurisdiction or Federal or State Agency having jurisdiction thereof to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph thereof and the remainder of this Agreement shall continue in full force and effect.

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.

- 4.2 The Employer and the Union agree to continue to uphold the principles of non-discrimination based on race, color, sex, religion, national origin, age, disability, Union activity, and veteran status. Wherever in this Agreement, words such as "he," "she," "him," "her," etc. are used, the intent of the parties is that the application of the contract shall be applied equally and on a nondiscriminatory basis regardless of gender.

ARTICLE 5. MANAGEMENT RIGHTS

- 5.1 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 Associates 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 subject to the provisions of Article 20 of this Agreement, 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 Associates, and provided further, that it will not be used for the purpose of discrimination against any Associate or for the purpose of invalidating any contract provision.

ARTICLE 6. NO STRIKE, NO LOCKOUT

- 6.1 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.

Following a work stoppage, it shall be the Associate's responsibility to advise their Store Manager of their availability for return to work within a reasonable period of time. The Employer will then direct Associates to start work on an orderly basis, as needed for the type of work being considered.

On the first full day following the end of the stoppage, Associates will be placed in needed categories on a "first come, first served basis" considering the type of work to be performed. On the second and subsequent days, Associates who have made themselves available will be placed in accordance with the seniority and available hours provisions of this Agreement for the type of work being considered.

It is the intent of this Section that temporary Associates will be replaced in an orderly and expeditious manner.

ARTICLE 7. PICKET LINE

- 7.1 No Associate shall be required to cross a legal labor picket line, which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, it will discuss such action with the Employer prior to the establishment. In the event such discussion does not take place prior to the establishment of such picket line, at least thirty-six (36) hours notice will be given during which time Associates will work as directed.

ARTICLE 8. GRIEVANCE AND ARBITRATION PROCEDURE

- 8.1 Grievance Procedure - Should any "grievance" 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 same promptly through the following steps. The term "grievance" comprehends any complaint, difficulty, disagreement or dispute between the Employer and the Union or any Associate covered by this Agreement, and which complaint, difficulty, disagreement or dispute pertains to the interpretation or application of any and all provisions of this Agreement.

Such grievance shall be reduced in writing with copies to the Union and Employer within ten (10) days of the occurrence.

STEP 1. By conference between the aggrieved Associate, the job Steward or both and/or a representative of the Union and the Manager of the store. If the grievance is not settled, it shall be referred within ten (10) days to Step 2, unless such time period is mutually extended by the Union, and the District Manager.

STEP 2. By conference between the representative of the Union and the District Manager and/or Company Representative. If this Step does not settle the grievance, it shall be referred within ten (10) days to Step 3, unless such time period is mutually extended by the Union and the District Manager and/or Company Representative.

STEP 3. By conference between the business representative and/or the executive officer of the Union, the Human Resource Manager and/or a representative delegated by the Employer.

In the event the grievance is not settled in this Step, a written response will be exchanged by the parties within twenty (20) days from the Step 3 conference unless otherwise mutually agreed to.

STEP 4. In the event that the last Step fails to settle satisfactorily the grievance, and either party wishes to submit it to arbitration, the party desiring arbitration must so advise the other party in writing within forty-five (45) days from the Step 3 written response, or the grievance will be considered settled in Step 3.

8.2 Timeliness of Grievances - No grievance will be considered or discussed unless the outlined procedure has been followed, and the grievance presented within ten (10) days, except grievances arising from an error in the rate of pay may be presented within two (2) years.

Grievances may arise of a general nature affecting or tending to affect an Associate or Associates. Such grievances may be initiated at any of the above steps deemed appropriate by the parties.

8.3 Arbitration - The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer.

Said two (2) persons shall, within ten (10) days after disagreement, unless mutually extended, select a third (3rd) arbitrator from the agreed panel of ten (10) permanent arbitrators as provided for in Appendix "D", each of whom has agreed to act in this capacity. The decision of the third (3rd) arbitrator shall be binding on both parties. The expenses of the third (3rd) arbitrator shall be paid for jointly.

The Board of Arbitration is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisions of the Agreement.

It is agreed that the panel of permanent arbitrators will remain at ten (10) during the term of this Agreement, and if for any reason an arbitrator would withdraw from the panel, the Union and the Employer agree to meet within thirty (30) days to select a replacement.

Grievances shall be submitted to the permanent arbitrators in rotation; provided however, that the parties may select an arbitrator in deference to rotation if the arbitrator otherwise called upon to hear the grievance is unavailable. The party requesting arbitration shall notify the arbitrator in writing of their appointment with a copy to the other party.

8.4 Expedited Arbitration - The parties agree that in lieu of following procedures outlined above in Section 8.3 of this Article, by mutual agreement, a special expedited arbitration process may be utilized.

In such case(s), the parties agree that no attorney will serve as the representative of either party, briefs will be waived, and no stenographic or mechanical transcript of the proceedings will be made.

It is further agreed that an arbitrator mutually selected to hear such a case must agree in advance to render a short form, written decision within forty-eight (48) hours of the date of hearing. Although it is not anticipated that such cases will involve substantial questions of contract interpretation, the decision of the arbitrator will have the same force and effect as an award rendered pursuant to the more formal Arbitration Procedure detailed in Section 8.3. The arbitrator shall, in no event, have the power to disregard or modify any provisions of the Agreement.

The parties agree, in such expedited cases, to present a stipulated issue to the arbitrator in advance of the hearing. Either party may withdraw its consent to submit an issue to the expedited process up to but not after the time at which the hearing is convened.

8.5 Suspension or Discharge - The Employer may, at any time, suspend or discharge any Associate for proper cause. The Employer shall send a copy of the constructive advice records setting forth the suspension or discharge to the Union.

The Union may contest the suspension or discharge by filing a written complaint with the Employer at the Step 2 level of the Grievance Procedure within ten (10) calendar days following the receipt of the notice of suspension or discharge. Such complaint shall be discussed between the Union Representative and the District Manager within ten (10) calendar days.

Failure of the District Manager to issue a Step 2 position regarding the suspension or discharge within the ten (10) calendar day period shall automatically refer the Union's written complaint to the Step 3 level. If the Union and the Employer then fail to agree on the written complaint within ten (10) additional calendar days, it shall be referred within forty-five (45) calendar days to the Board of Arbitration, if the Union desires to arbitrate the suspension or discharge. Should the Board determine that it was an unfair suspension or discharge, the Employer will reinstate the Associate in accordance with the findings of the third (3rd) arbitrator.

Any monetary settlement to a grievance shall be paid within three (3) weeks from the date of the settlement.

- 8.6 Constructive Advice Records - All constructive advice records shall be issued and signed by non-bargaining unit Associates only. Disciplinary action causing lost time shall be at the direction of non-bargaining unit Associates or the person designated in charge of the store.

During any investigation, which may lead to disciplinary action, the Associate, upon request, shall have the Union Steward or Union Representative present.

Constructive advice records used by the Employer shall not affect the Associate's right to file a grievance, and upon signing such constructive advice record shall receive a copy thereof. Any probationary period resulting therefrom shall be limited to a period not to exceed thirty (30) days. Additional periods of thirty (30) days may be imposed if necessary improvement is lacking, and the Associate and the Union will be advised.

Constructive advice records will be issued and discussed with the Associate no later than ten (10) days from the date of the incident. If this is not done by Management in the specified time period, it will be considered null and void.

Any such constructive advice record not received by the Union or an appointed Union Steward within ten (10) days shall be null and void.

This will not preclude discipline for an offense, which would warrant a discharge. (Serious offense shall not be considered as a circumstance, which normally results in progressive discipline.)

Any such constructive advice record not received by the Union or an appointed Union Steward within ten (10) days shall be null and void.

Any such constructive advice record which does not involve a disciplinary suspension after which twelve (12) consecutive months have elapsed without a recurrence of the same nature shall be null and void.

Any constructive advice record which does involve a disciplinary suspension after which twenty-four (24) months have elapsed without a recurrence of the same nature shall be null and void.

- 8.7 Authority of Executive Board - At any Step in the Grievance Procedure, the Executive Board of the Local Union will have the final authority in respect to any aggrieved Associate covered by this Agreement to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board, such a grievance lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

- 8.8 It is the intent of the parties to this Agreement that all Associates within the bargaining unit covered by this Agreement exercise all their rights, privileges or necessary procedures under this Agreement, International or Local Constitution, in the settlement of any and all complaints or grievances filed by such Associate before taking any action outside the scope of this Agreement for the settlement of such grievance.

ARTICLE 9. OVERTIME AND OTHER PREMIUM PAY

9.1 Overtime and Sixth (6th) Day Worked - All work in excess of forty (40) hours per week shall be paid for at time and one-half (1 ½). For Status 1 and Status 3 Associates, time and one-half (1 ½) shall also be paid for work over eight (8) hours in a day and on the sixth (6th) day in the work week. For pay purposes, the sixth (6th) day shall be the Associate's normally scheduled day off, unless the Associate is scheduled to work six (6) days in one work week, in which case, it shall be the sixth (6th) day in which work is performed by the Associate. If Associates volunteer to work a sixth (6th) day, the time and one-half (1 ½) premium shall not apply. This shall not be used to circumvent the normal scheduling of hours.

For current and future Status 4 Associates, all work in excess of forty (40) hours in a basic work week will be paid at time and one-half (1 ½). They will not receive daily or sixth (6th) day overtime. This applies to Status 1 and Status 3 Associates by mutual agreement*.

*Mutual Agreement - When referred to in this contract "mutual agreement" means when both the Associate and the Employer jointly agree to the benefit of both on a specific subject. Any dispute arising from the application of mutual agreement, subsequent situations will require the use of documentation between the Associate and Employer.

9.2 Third (3rd) night overtime will not apply to any full-time Status 3 Associates and all other full-time Associates hired on or after October 27, 2004 with the exception of Department Heads, Assistant Department Heads, and Leads. Department Heads, Assistant Department Heads, and Leads required to work past 6:00 p.m. for more than two (2) nights per week after shall be paid time and one-half (1 ½) for all hours worked after 6:00 p.m. on the third (3rd) and subsequent nights in such week. Eligible Associates who are desirous of additional hours of work within the work week, and who have indicated this desire (and availability) in writing to the Store Manager (with a copy to the Union), may be scheduled for more than two (2) nights per week without regard to the time and one-half (1 ½) requirements. Such written notice of intent under this Section shall stand for thirty (30) days and then until revoked in writing to the parties with one week's notice. It is understood, however, that it is not the intent of the parties that frequent changes in this status be invoked. Sections 9.2 shall not apply to work on such days where Associates receive time and one-half (1 ½) for such work. This language does not apply to the Drug/GM Clerks.

Starting times for Drug/GM Department Heads shall be determined by the Employer. However, no Drug/GM Department Head shall be required to work more than two (2) nights per week past 6:30 p.m. on a regular basis.

9.3 Section 9.2 above shall not apply to work on Sundays and holidays where those Associates receive time and one half (1 ½) for such work.

9.4 Sunday Premium - In Cincinnati stores (as noted in Appendix C with an *), when work is performed on a Sunday, it shall not be considered as part of the normal work week, and time and one-half (1 ½) the Associate's regular hourly rate shall be paid for all hours worked that day. Sundays shall begin at 12:01 a.m. and end at 12:00 midnight. (The above provisions shall not apply to night shift Associates between 9:00 p.m. and 12:00 midnight on Sundays.)

Effective with Associates hired after November 10, 1986, Sunday work shall be considered as part of the normal work week, and such Associates shall be paid at their regular hourly rate for hours worked that day. However, it is understood if any Associate elects not to work on Sunday (seniority permitting), they may elect to do so with the understanding it may result in a reduced work week.

The Employer agrees that the elimination of Sunday premium pay for Associates hired after November 10, 1986, as specified above is not intended to reduce the work hours that Associates hired prior to November 10, 1986 are working during the normal work week. The parties understand that this is not intended to be a guarantee of hours and schedules which can be affected by business conditions or factors beyond the control of the Employer.

9.5 Holiday Premium - When work is performed on a holiday, it shall not be considered as part of the normal work week, and time and one-half (1 ½) the Associate's regular hourly rate shall be paid for all hours worked that day. In the case of a holiday, this shall be in addition to the holiday pay provided for elsewhere in this Agreement. Holidays shall begin at 12:01 a.m. and end at 12:00 midnight.

- 9.6 Night Shift Premiums - All Associates working from 10:00 p.m. to 6:00 a.m. will receive a one dollar (\$1.00) premium in addition to their regular rate except for the head night lead clerk. The provisions of this Article 9, Section 9.2 above does not apply to such Associates. The definition of a night shift Associate is contained in Article 14 of this Agreement.

The night shift rate will apply on a holiday and vacation pay to those regularly employed on night shift; that is, in holiday weeks if fifty percent (50%) or more of the hours worked are on night shift and on vacation pay if fifty percent (50%) or more of the hours worked in the twelve (12) weeks just prior to vacation are on night shift.

A Drug/GM clerk who is a member of the regular night stocking crew will have their night stocking premium included in the calculation of their vacation and holiday pay as well as in the calculation of any contractual overtime.

An Associate who works a night shift for fifty percent (50%) or more of their working hours in any week will receive the night shift rate for the full week and shall be considered a night shift Associate for the purpose of this Article and Article 14.

When a night shift Associate is scheduled to work fifty percent (50%) or more of their scheduled work shift prior to 6:00 a.m., they will receive the night stocking premium for the entire shift.

Any Associate who is scheduled two (2) consecutive weeks or more on night shift work shall be considered a night shift Associate and shall be subject to the provisions under Article 14, Night Shift Provisions, except for those Associates who are doing relief work for vacation and/or sick leave; provided Management has given advance notice of such schedule change.

- 9.7 No Pyramiding - Premium pay will not be pyramided, and any hours paid for at premium pay will not be used in the computation of any other premium pay.

ARTICLE 10. HOURS OF WORK

- 10.1 Basic Work Week - The work week for full-time Associates hired prior to November 10, 1986 shall consist of up to forty (40) hours in not more than five (5) days, not necessarily consecutive, Monday through Saturday unless mutually agreed* upon.

For Status 1 and Status 3 Associates hired after November 10, 1986, the work week shall consist of up to forty (40) hours in not more than five (5) days, not necessarily consecutive, Sunday through Saturday unless mutually agreed* upon.

For all Status 4 Associates, the basic workweek shall consist of up to forty (40) hours, Sunday through Saturday.

- 10.2 Daily Guarantee - Any Associate who is instructed to report to work shall be guaranteed four (4) hours work if the Associate is available for four (4) hours work. It is understood, however, that the payment of four (4) hours shall not apply to Status 4 Associates whose hours of work are restricted by circumstances beyond the control of the Employer. Such scheduling guarantees shall not apply if the hours are not available due to Article 11, Section 11.3 or would violate state or federal laws.

- 10.3 Meal Period - One-half (½) hour (unless prohibited by law) on the Associate's own time shall be allowed for a meal period on each working day. The meal period shall not be scheduled until an Associate has worked three (3) hours, and an Associate will not be required to work more than five (5) hours prior to the beginning of the meal period. Such meal period shall be scheduled as near to the middle of the work day as possible. Associates working six (6) hours or less will not be scheduled for a meal period, unless prohibited by law, and this provision shall not be utilized to circumvent the available hours provision of this Agreement.

- 10.4 Rest Periods - All Associates who work more than three (3) hours up to and including five (5) hours in a day shall receive a fifteen (15) minute, uninterrupted rest period. An Associate who works more than five (5) hours in a day shall receive two (2) fifteen (15) minute, uninterrupted rest periods. Rest periods will be scheduled by the Store Manager in

accordance with the needs of the business but no earlier than one (1) hour after reporting time and no later than one (1) hour before mealtime or quitting time.

10.5 Business Meetings - Hours spent at business meetings called by the Employer before or after business hours shall be counted as hours worked and shall be paid for accordingly. If an Associate is called in for a meeting, they shall receive call-in pay as provided in Article 10, Section 10.2.

10.6 Time Off For Overtime - No Associate will be allowed or made to accept time off as compensation for overtime.

ARTICLE 11. WORK SCHEDULES

11.1 Posting Work Schedules - The hours for each Associate shall be scheduled by the Employer, subject to the provisions of this Agreement. A working schedule for the succeeding week shall be posted in ink not later than 3:00 p.m. Friday of the current week with the Associate's full name listed by seniority and the Associate's seniority date. One work schedule shall be posted by department in all stores with the scheduled hours of Associates totaled at the end of the column and the Union Steward will receive a copy of the work schedule. In the event such schedule is not posted, the schedule for the preceding week shall prevail, except in the week preceding or the week of a holiday. After the schedule is posted, a Status 1 or Status 3 Associate's schedule will not be changed and Status 1 and Status 3 food Associates working their scheduled day off will be paid time and one-half (1 ½) for such hours. Hours added to the schedule will be done within the seniority, available hours and earlier starting times provisions of this Agreement, except as provided in Section 11.14 - Additional Hours - will be reflected on the posted work schedule.

Schedules will be arranged by the following departments: Meat Department, Deli/Bakery Department, Grocery Department (which shall include Dairy and Frozen Foods), Produce Department, Front-End (Cashiers), Sackers/Carryout, Salad Bar Department, Floral Department, Demonstrators, Liquor Shop Department, Floor Maintenance, Fuel Center, Coffee Shop, and Drug/GM.

11.2 Full-Time Ratio - Throughout the term of agreement, the Company will add 500 "Status 1" Associates to the current combined headcount of both the current Cincinnati and Dayton Bargaining agreements not to exceed 5852. One hundred (100) new "Status 1" Associates will be added in the month following ratification, and one hundred (100) additional "Status 1" Associates will be added on January 1, 2015; January 1, 2016; January 1, 2017; and January 1, 2018. Once the addition of the 500 new "Status 1" Associates to the total headcount has been made, no one will be eligible for Status 1 going forward. Any "Status 1" Associates as of ratification that has qualified for "Status 1" and loses their status will no longer be eligible to re-qualify for "Status 1" and will be moved to "Status 3" and will adhere to the "Status 3" provisions.

11.3 Available Hours – Status 1 and Status 3 Associates shall receive available hours up to and including eight (8) hours per day, forty (40) hours per week in accordance with seniority, within the individual store, provided that this does not conflict with another provision of this Agreement. Available hours may be exercised only for the five (5) highest hour days in the week (four (4) highest hour days in a holiday week) excluding holidays. Status 1 and Status 3 Associates may claim any or all portions of a less senior Associate's schedule only when such a claim would add hours to the senior Associate's schedule for that day. All Status 4 Associates may exercise their seniority for the claiming of the weekly schedules with the most hours ONLY.

Associates within the Meat Department, Deli/Bakery Department, Seafood/Service Meat Department, Sacker/Carryout Department, Floral Department, Salad Bar Department, Coffee Shop, Demonstrators, and Drug/GM can claim available hours in their respective department ONLY.

It is the intent of the parties that Grocery Department Associates (which shall include Dairy and Frozen Food Department Associates), Produce Department Associates, Front-End Associates, which will include Fuel Center Associates, must claim additional available hours within their department schedule in order to maximize up to and including eight (8) hours per day before claiming additional available hours in other department(s), first among clerks and then among sackers.

Associates on the payroll of the Employer as of July 20, 1976, except in Meat, Deli/Bakery Departments, will be scheduled and/or allowed to claim any and all portions of the available hours of a Sacker/Carryout Associate's schedule in order to extend their scheduled shift(s) to eight (8) hours per day or forty (40) hours per week at the Associate's current rate of Clerk's pay. However, such Associates shall not be permitted to claim earlier starting times of Sacker/Carryout Associates. Associates classified as Clerks and hired after July 20, 1976 will not be allowed to claim any hours in the Sacker/Carryout classification.

Twelve-Hour Minimum - Associates will be scheduled for a minimum of twelve (12) hours, unless Associate and Employer otherwise mutually agree. Hours may not be claimed below this twelve (12) hour minimum. (The intent of this language is not to circumvent the available hours clause, nor to reduce current Status 1, Status 3, and/or Status 4 Associates. Hours will be scheduled by seniority.)

It is the intent of the parties that Associates cannot use this available hours clause to claim hours of work that will cause the payment of premium pay at time and one-half (1 ½) during that week.

Clerks cannot claim hours or earlier starting times of Department Heads, Assistant Department Heads, and Lead Clerks as provided in this Agreement.

Store Manager Trainee assignments will not be utilized to circumvent the available hours provision of this Section.

In order for an Associate to claim available hours within the office, the Employer agrees to and shall train such Associate within ten (10) days.

Training Period - Newly hired Associates shall receive training by a qualified individual within the department who has been selected by the Store Manager.

Training shall begin upon assignment to the position. The number of training hours per job classification shall be as follows: Floral, Salad Bar, and Sacker/Carryout shall receive twenty-four (24) hours of training. Grocery and Produce shall receive thirty-six (36) hours of training. Front-end, Meat, Deli/Bakery and Seafood/Service Meat, and Drug/GM shall receive seventy-two (72) hours of training.

Specialized Training- Training hours (designated on a schedule) for Associates, Assistant/Lead Department Heads and Department Head candidates selected by the Store Manager will receive training by a qualified individual within the department designated by the Store Manager. These hours are not to be claimed by any other Associate. These hours will not reduce the regularly scheduled hours in the department where training hours are assigned. Any grievance/dispute arising from the scheduling of these designated training hours shall proceed directly to Step 3 of the grievance procedure.

All training hours shall be posted and noted on the weekly department schedule. Training hours shall be scheduled consecutively and within the minimum scheduling guidelines.

- 11.4 Earlier Starting Times - The Employer shall recognize earlier starting times, i.e., a shift commencing at 6:00 a.m., available in the store on the following basis: Earlier starting times will be assigned on a continuing basis to the more senior Associate within their respective job classification as defined in Appendix "A" where such scheduling does not conflict with other provisions of this Agreement or would cause the Employer to pay overtime as a result of such schedule. (This paragraph shall not apply during the first forty-five (45) calendar days of a new store operation.)

Starting times of Department Heads and Assistant Department Heads shall be determined by the Employer, which includes Head Drug/GM.

Assistant Department Managers will be scheduled to perform the procedures and supervision of their department (Assistant Department Managers will not be scheduled to begin a shift for the purpose of relieving the first break). In the event there is no need to schedule Assistant Department Managers out of seniority for such coverage, they will be scheduled by their seniority. If such application necessitates more than two (2) nights in a work week, such Associates

may exercise the option provided in Article 9.2 in order to maximize their hours up to eight (8) per day and forty (40) per week.

Whenever an Associate(s) is scheduled for work hours in more than one (1) department within the Grocery Clerk group in the store, the department containing fifty percent (50%) or more of such Associate's total weekly hours will be considered such Associate's basic weekly department for the purpose of achieving earlier starting times.

Any more senior Grocery Clerk, Front-End Clerk, or Produce Clerk may claim a five (5) day schedule in other departments within the seniority group within the store for the purpose of achieving earlier starting times. Such Associate claiming a five (5) day schedule in another department must have been originally scheduled for a weekly schedule which contained fewer earlier starting times than that of the five (5) day schedule which he intends to claim. After a senior clerk(s) has claimed into another department for the purpose of achieving earlier starting times, such clerk(s) shall then be recognized by seniority within such department on subsequent weekly work schedules for available earlier starting times.

This Section shall not preclude those Associates the opportunity of claiming available hours in any other department as provided in Section 11.3.

Notwithstanding the above, the Employer agrees to continue to recognize seniority for Non-Food Associates for preferential daily work shifts only when, in the Company's discretion, it is possible.

11.5 Associate Waivers - At the Associates' discretion, an Associate may indicate to the Store Manager in writing (with a copy to the Union) that pertinent contractual clauses notwithstanding, with respect to available hours and earlier starting times, such Associate may waive such application of seniority and request scheduled weekly shifts, which are regularly available, based on personal preference for earlier or later starting times even if such scheduling results in a lesser number of hours than seniority would normally indicate. Such written notice of intent under this paragraph shall stand for thirty (30) days and then until revoked in writing to the parties with one (1) week's notice. It is understood, however, that it is not the intent of the parties that frequent changes in this status be invoked.

11.6 Regular Day Off - The Employer will, where the needs of the business are not adversely affected, schedule Associates regularly working a five (5) day weekly work schedule, a regular day off by department on a seniority basis.

This provision shall not be construed to obligate the Employer to recognize a senior Associate's demand to be scheduled off on any particular weekday, unless such requested day off is available based upon the scheduling needs of the department(s).

The language in this Article 11.6 does not apply to Drug/GM Associates.

11.7 Sunday and Holiday Work - In Cincinnati stores (as noted in Appendix C with an *), when work is performed on a Sunday, it shall be on a voluntary basis, for Associates hired prior to November 10, 1986. The Employer shall post a voluntary Sunday work sheet near the time clock in each store by 3:00 p.m. Friday of each week to cover the Sunday, which occurs eleven (11) days later. Any above mentioned Associate who desires to work on this Sunday shall sign the Sunday work sheet no later than Tuesday after the posting of the voluntary work sheet. A completed Sunday work schedule shall then be posted on Friday prior to the Sunday. Claims will be allowed on the Sunday work schedule on Friday immediately preceding the Sunday. An Associate may volunteer for not less than four (4) hours and not more than eight (8) hours on Sunday/holiday.

If the Employer needs additional help on Sundays/holidays, he may schedule Associates beginning with Associates hired after November 10, 1986, and then draft Associates hired prior to November 10, 1986, on an inverse seniority basis. Associates who are drafted or scheduled may be required to work up to and including eight (8) hours on Sundays/holidays, with the provision that a senior Associate who is drafted or scheduled will not be required to work more hours than a less senior Associate.

On Sundays/holidays, the Employer may elect to schedule a Department Head or Assistant Department Head (out of seniority) in grocery/head night lead clerk, produce, front-end, meat and deli to run their respective departments and/or manage the store. Any Department Head and/or Assistant Department Head designated to manage the store and/or run their department on a Sunday/holiday shall be placed on the work schedule and listed as being in charge of the store or department for that particular Sunday/holiday. In Store 301, clerks qualified to perform Department Head or Assistant Department Head duties will be scheduled on a seniority basis with the Department Head and Assistant Department Head.

Associates who work on Sundays and/or holidays have the right, based on seniority, to claim all available hours in the store on that day, up to and including but not to exceed eight (8) hours, excluding the meal period. Furthermore, the provisions pertaining to earlier starting times, as provided for in Section 11.4 above will be applicable to Sunday and/or holiday work.

- 11.8 When work is performed on a holiday as mentioned in Article 12, Section 12.1, it shall be offered by seniority on a voluntary basis.

The Employer shall post a voluntary holiday work sheet near the time clock in each store by 3:00 p.m. the second Friday prior to the beginning of the week in which a contractual holiday occurs, and such list shall remain posted through Monday of the following week. Any Associate, regardless of date of hire, who desires to work on a holiday, shall sign the holiday work sheet within five (5) days, and a completed holiday work schedule shall then be posted by 3:00 p.m. Friday the week preceding the holiday week.

- 11.9 Any Associate who is scheduled for a vacation week(s) shall not be permitted to volunteer and/or shall not be drafted for Sunday work in the Sunday(s) immediately following the beginning of their vacation period. Any Associate shall be permitted to volunteer for the Sunday immediately following the end of their vacation period. However, such Associate shall not be drafted/scheduled for such Sunday.

- 11.10 Scheduling Claims - Any dispute over the application of the terms of this Agreement to the posted work schedule must originate no later than the times specified below on Friday of the week in which the schedule is posted in order to be a valid grievance:

Claims against the work schedule will be submitted in writing and initialed by a member of Management or an Associate so designated by Management prior to 3:00 p.m. Saturday. Valid claims shall then be promptly posted to the work schedule and initialed by a member of Management or an Associate so designated by Management.

Associates who have had their hours claimed as a result of the above, and who wish to initiate a claim for available hours or earlier starting times shall submit claims in writing and initialed by a member of Management or an Associate so designated by Management prior to 7:00 p.m. on Saturday. Valid claims shall then be promptly posted to the work schedule and initialed by a member of Management or an Associate so designated by Management.

Hours may be claimed on the Employer's time.

Proven violations of available hours and earlier starting times scheduling to the final posted work schedule shall result in penalty pay (does not apply to Drug/GM Associates) if not resolved in Step 1 of the Grievance and Arbitration Procedure as follows:

- a) Available Hours - time and one-half (1 ½) the Associate's rate of pay for the hours involved.
- b) Earlier Starting Times - Time and one-half (1 ½) for the hours between the end of the earlier shift and the end of the scheduled shift.

- 11.11 Scheduling Resets - Associates within the grocery clerk classification working less than eight (8) hours per day, and who are interested in enhancing their daily schedule will be offered the opportunity to increase their hours by performing work on "resets" within the Associate's store on the following basis.

- a) The Union and the store Associates will be notified of "resets" two (2) weeks in advance.
- b) Eligible Associates interested in working on "resets" will indicate such interest by signing a sign-up sheet posted by the Employer within the store.
- c) Associates signing the sign-up sheet will be offered the opportunity to increase their daily scheduled hours to a maximum of eight (8) hours and work some or all of their daily schedule on the "reset."
- d) The Employer may use the necessary number of outside vendors in any manner to supplement available bargaining unit Associates so as to complete the "reset" by the end of the week, unless a different time frame is agreed upon between the Union and the Employer.

The language in Article 11.11 does not apply to Drug/GM Associates.

- 11.12 Split Shift/Time Off Between Shifts - No Associate shall be required or permitted to work a split shift. A split shift is defined as two (2) work periods separated by more than a normal meal period. For any violation of this provision, the Associate shall be paid as time worked between the two (2) work periods at the applicable rate of pay.

There shall be a minimum of eight (8) hours between scheduled work shifts for all Associates, excluding Sundays, holidays, and overtime. For Associates hired after November 10, 1986, there shall be a minimum of eight (8) hours between scheduled work shifts, excluding holidays and overtime. This does not apply in the event of an emergency, such as an Act of God.

- 11.13 Replacement Hours - The Union recognizes the Employer's problem with respect to rescheduling in cases of Associate absenteeism. Accordingly, the parties have agreed upon the following application of this intent in such situations:

When hours (which are on the posted work schedule) become available due to absenteeism of a scheduled Associate(s), and the Employer elects to replace any or all of the vacated hours, the Employer will first offer by proper notification and by seniority the most senior Associate(s) in the department already on the posted work schedule for that day and having a later reporting time the earlier schedule of hours. As a result of this process, if hours are still required, the store's most senior Associate(s) working less than eight (8) hours on the day(s) will be properly notified by seniority and offered the available hours up to and including eight (8) hours.

Following proper notification and the Associate(s) acceptance or rejection of the change, the Employer will have the right to call in other Associate(s) and/or increase the hours of Associate(s) already on the schedule in order to take care of the Employer's business in the most expeditious manner possible and with a minimum of disruption to the already planned schedule. However, an Associate shall not be obligated to stay beyond the period of time it requires for the next senior Associate(s) called in to arrive and replace the absent Associate. In the event no such Associate is available, the least senior Associate working shall be required to work the necessary time to maintain the efficient operation of the store. It is understood that this paragraph shall not obviate the provisions of Sections 11.14 and 11.15 of this Agreement.

The language in Article 11.13 does not apply to Drug/GM Associates.

- 11.14 Additional Hours - Associates shall retain the right to refuse call-in hours and refuse hours beyond the Associate's scheduled quitting time, except as provided in Section 11.13 above. However, in the event the Employer finds it necessary to add hours to the work schedule, due to circumstances beyond the control of the Employer, and all efforts have been exhausted to offer such additional hours by seniority, the least senior Associate(s) shall then be required to remain for not more than one hour's work beyond their scheduled quitting time provided they are notified two (2) hours prior to their quitting time. It is understood, however, that Associates may volunteer to stay additional time in excess of the minimum one hour referred to above.

When proper notification involves telephone calls, such calls shall be limited to a total of fifteen (15) minutes and made by:

- a) The Union Steward, if at work
- b) The Alternate Steward, if at work
- c) Two (2) members of the bargaining unit

It is understood that replacement hours or additional hours, as provided for in Sections 11.13 and 11.14 above, will not necessitate the payment of overtime as provided for elsewhere in this Agreement.

The language in Article 11.14 does not apply to Drug/GM Associates.

- 11.15 Scheduling Overtime - Scheduled overtime will be assigned on the basis of seniority within the classification where such overtime is needed. Such scheduling will be in accordance with the provisions of this Article.

Non-scheduled overtime shall be offered to Associates who are presently working at the time the overtime occurs to Associate(s) on the basis of seniority. In the event the Employer cannot fill their needs by seniority, the Employer shall have the right to require such Associates on an inverse seniority basis to work such non-scheduled overtime in accordance with Section 11.14 above.

The language in Article 11.15 does not apply to Drug/GM Associates.

- 11.16 For Drug/GM Associates: The schedule for Status 1 and Status 3 Drug/GM Associates shall not be changed during the work week except in case of Associate's absence or emergency beyond the control of the Employer. The schedule for Status 4 Associates may be changed by notification to the Associate prior to his/her leaving home to report to work for his/her scheduled work time. Claims against the work schedule will be submitted in writing and initialed by a member of Management or an Associate so designated by Management prior to 3:00 p.m. Saturday to be a valid grievance.

The Employer agrees to continue to recognize seniority for preferential daily work shifts whenever/wherever possible.

- 11.17 Emergency Conditions - In case an Associate would lose time from his schedule for a particular week due to emergency caused by riot, civil disorder, fire, flood, or other Act of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered under such arrangement, he may accept such work or reject it and lose the time. However, in case of riot where a store must be closed and the police order the Associates to vacate the store, any Associate who has not completed his schedule for that day will be paid for the balance of his schedule for that day.

ARTICLE 12. HOLIDAY WORK

- 12.1 Legal Holidays - The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. When one of these holidays falls on a Sunday, the holiday shall be celebrated on the Monday immediately following.

- 12.2 Personal Holidays - In addition to the holidays called for in Section 12.1, all Associates shall receive two personal days to be taken with Management's approval and/or scheduled in accordance with Article 13.4 (Vacation Scheduling). Current Meat Associates in Dayton Stores hired prior to May 8, 2001 shall retain an additional personal day.

Status 1 and Status 3 Drug/GM Associates hired prior to June 4, 1987 shall have sixteen (16) hours straight time added to their first week of vacation pay. Status 4 Drug/GM Associates hired prior to June 4, 1987 shall have four (4) hours straight time added to their first week of vacation pay.

Personal Days are earned after one year of continuous service.

12.3 Eligibility for Holiday Pay - In a week in which one of the above holidays occurs, a Status 1 and Status 3 Associate who works his scheduled work day before and his scheduled worked day after the holiday will receive eight (8) hours straight-time pay in addition to the hours actually worked. Absence during a holiday week caused by illness substantiated by a doctor's certificate or absence approved in advance by the Employer, shall not disqualify the Associate for holiday pay, provided they have performed some work in the holiday week. Such doctor's certificate must be presented during the week in which the Associate returns to work.

It shall not be mandatory for the Employer to require a doctor's certificate in each and every case if the Associate's Store Manager has knowledge of an illness (where the Associate has performed some work in the holiday week) that, in their opinion, would make the requirement of such certificate unnecessary.

A Status 4 Associate who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays mentioned in Article 12, Sections 12.1 and 12.2 above, provided they were scheduled for work in the holiday week and worked their scheduled hours in the holiday week.

12.4 Computation of Status 4 Holiday Pay - Holiday pay for Status 4 Associates shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

HOLIDAY HOURS WORKED	HOLIDAY PAY
20 hours or less	2 hours
over 20 hours to and including 30 hours	4 hours
over 30 hours to and including 32 hours	6 hours
over 32 hours	8 hours

12.5 In any calendar week in which one of the holidays mentioned in Article 12, Sections 12.1 and 12.2 occurs, the basic straight-time work week for Status 1 Associates shall consist of thirty-two (32) hours to be worked in four (4) days, not necessarily consecutive, exclusive of the holiday. In such holiday weeks, all work in excess of thirty-two (32) hours or work on the fifth (5th) day, exclusive of the holiday, shall be paid for at time and one-half (1 ½) for all Status 1 Associates only.

All hours worked in excess of forty (40) hours will be paid at time and one half (1 ½). Holiday pay shall not be considered time worked. This shall apply to all Status 3 and Status 4 Associates. This will apply to all Status 1 Associates upon mutual agreement*.

12.6 Emergency Conditions - In the case of an emergency caused by fire, flood or an Act of God, the Employer may request such Associates as it deems necessary to perform such work as may be necessary. Associates will be paid as provided in Article 9, Section 9.5.

12.7 Christmas Eve - No Associate shall be required to work beyond 6:00 p.m. on Christmas Eve except in cases of emergency. Associates working beyond 6:00 p.m. in cases of emergency will be paid double (2 times) the Associate's straight-time hourly rate of pay.

ARTICLE 13. VACATIONS

13.1 Vacation Schedule - Associates will be entitled to vacation pay based upon the following schedule:

*Years of Continuous Service	Weeks Vacation
1 year	1 week
3 years	2 weeks
7 years	3 weeks
14 years	4 weeks
18 years	5 weeks
25 years	6 weeks

*Continuous service shall include all service as a Status 4 and/or Status 1 and Status 3 Associate without a break.

13.2 Eligibility for Vacation - Eligibility for an Associate's first vacation (one week) and for any increase in vacation will be determined by their anniversary date. Arrangements must be made to permit Associates to enjoy such earned vacations between the actual anniversary date and the end of the year in which it occurs. Where necessary, vacations due in the 12th and 13th periods may be carried over to the first period of next year.

Associates who completed the required service prior to January 1 of any year are eligible for vacations as of that date.

After an Associate has qualified for the amount of vacations as stipulated in Section 13.1 above, they automatically qualify for that amount of vacation as of January 1 of each year, provided the Associate has worked one scheduled work day up to eight (8) hours in that year with the exception of Associates eligible for the retirement bonus outlined in Article 13.9.

Lay Off Status - Associates who are on layoff or on leave of absence at the end of a calendar or anniversary year will not be entitled to vacation and vacation pay for service for said year until their return to work. Their vacation will be subject to the reductions outlined under paragraph 13.6.

13.3 Computation of Vacation Pay - The weekly rate of pay for vacation purposes will be determined as follows:

A Status 1 or Status 3 Associate who has worked forty (40) hours in at least forty (40) weeks, or who was not laid off for more than thirty (30) working days during the anniversary or calendar year in which their vacations were earned, will be paid their current straight-time earnings for their regularly scheduled work week. In determining whether an Associate has worked forty (40) or more weeks on a forty (40) hour basis, count weeks not worked because of paid vacation or approved leave of absence (including sick leave) as weeks worked.

The weekly vacation-pay of a Status 1 or Status 3 Associate who worked on a Status 1 or Status 3 basis (as defined above) in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at their current straight-time hourly rate for the average number of hours per week they worked during the anniversary or calendar year in which the vacation was earned. To determine the average number of hours worked per week, divide the total hours worked during this anniversary or calendar year by the number of weeks in the year; exclude from this divisor the weeks off the job because of paid vacations, sick leaves, or other authorized leave of absence.

A Status 4 Associate will be entitled to vacation under the same general rules as for a full-time Associate; and part-time vacations will be figured on the number of hours worked in the year in which the vacation is earned divided by fifty-two (52). If a holiday occurs during a Status 4 Associate's vacation, they shall receive straight-time pay in addition to their vacation pay for such week as stated in Article 12.4 (Computation of Holiday Pay).

Vacation pay will be paid with the Associate's last paycheck prior to the vacation week.

13.4 Scheduling Vacation - Choice of vacation dates will be granted on the basis of seniority by classification (Clerk, Floral Attendants, Salad Bar Clerks, Sacker/Carryout, Demonstrators, Liquor Shop Clerks, Meat Department (which shall

include Journeymen and Meat Clerks, and Deli Clerks), except that the Employer reserves the right to grant vacations to any Associate when absence will least affect the operation except for the following stores will be done by seniority within the grocery group – Store #301.

The Employer will post a vacation schedule in each store effective December 1 of each year. The Associates will exercise their preference by February 1 of each year. A complete vacation schedule shall be posted in each store within fifteen (15) days. Vacation dates for Associates indicating their preference will be scheduled by the Employer. Once finalized, no Associate will be permitted to change their vacation at the expense of another Associate's scheduled vacation. Associates will be allowed to take a maximum of three (3) consecutive weeks vacation during the summer if so eligible, provided further, that the Employer will recognize additional consecutive weeks during the summer vacation period when Associate(s) can verify additional consecutive weeks are required.

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

No Associate shall be permitted to take pay in lieu of vacation unless he has three (3) weeks or more of vacation and is eligible to sell it as outlined below.

Associates performing work during their scheduled vacation will receive double time (2 times) their rate of pay for all hours worked during scheduled vacation unless mutually agreed upon.

Associates may take vacations beginning in the middle of the week and ending in the middle of the following week.

Associates with three (3) or more weeks of vacation may elect to schedule one (1) week of vacation a day at a time. Associates must notify the Store Manager of their desire to schedule this week of vacation days at the time of vacation selection. The individual days will be scheduled, by mutual agreement, to be taken Monday through Thursday by October 31 of each year. Unused days as of October 31 will be scheduled at the discretion of the Employer, which will be done by year-end.

Any Associate who is eligible for at least four (4) weeks of vacation or more may "sell" vacation weeks as follows: Associates eligible for four (4) weeks vacation may sell one (1) week of vacation. Associates eligible for five (5) weeks and six (6) weeks of vacation may sell up to two (2) weeks of vacation. The "selling" of vacation weeks shall be at the Associate's option only and must be submitted to Store Management when vacation selections are due as of February 1 of each year.

13.5 Holiday Occurring During Vacation - If one of the holidays set forth in Article 12, Sections 12.1 and 12.2 occurs during any week of an Associate's vacation, they shall receive holiday pay as straight-time as set forth in Article 12 of this Agreement, in addition to their vacation pay for such week.

13.6 Effects of Leaves on Vacation Pay - Leaves of ninety (90) days or less in any calendar year shall not affect vacation. Any type of leaves totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation earned in that year:

Leaves of more than ninety (90) days but not over 180 days shall reduce vacation and vacation pay by one-fourth (¼); leaves of more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half (½); leaves of more than 270 days shall disqualify for vacation and vacation pay. (The above ninety (90) days shall be amended to 120 days in the event of a leave of absence due to illness, on or off the job injury or pregnancy leave.) Associates will be scheduled the number of weeks vacation earned by their Company length of service at reduced pay. Associates at their request may reduce their vacation time so that they do not suffer a reduction of their weekly pay with the agreement of the Store Manager.

13.7 Vacation for Associates Returning from Military Leave - Vacation for Associates with one year or more of continuous service as a Status 1 or Status 3 Associate, who returns to Kroger employment from military leave within ninety (90) days after discharge from the Armed Services shall be as follows:

- a) Continuous service as Status 1 or Status 3 Associate includes time on military leave of absence.
- b) Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are eligible for vacation in that year based on their length of continuous service as defined above.
- c) Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation in that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days of employment following their return from military leave of absence.

13.8 Effects of Termination on Vacation Pay - If any Associate who has not taken their vacation earned by their service leaves (regardless of whether they give notice), goes into military service, or is separated for any reason other than dishonesty, they will receive their vacation pay at the time of leaving.

13.9 Retirement Bonus - Associates with twenty (20) or more years of continuous service who are eligible to retire will receive a retirement bonus. This bonus will not count as time worked; no other contractual obligations will apply to this bonus.

This bonus will be calculated as follows: the number of vacation weeks as determined by years of service divided by 52, times the number of weeks worked in the retirement year, equal the number of weeks of this bonus. The weekly payment is equal to the current hourly rate, times the average hours per week (not to exceed 40 hours) in the retirement year.

ARTICLE 14. NIGHT SHIFT PROVISIONS

14.1 A Night Shift Associate shall be defined as any Associate who is scheduled in a manner, which requires the night shift hourly premium specified in Article 9, Section 9.6 of this Agreement.

For those Night Shift Associates whose starting time commences at 9:00 p.m. or after, the provisions of Article 9, Section 9.2 shall not apply.

14.2 Transfers to Day Shift - Night Shift Associates with one year or more of service as a night shift Associate, who certify in writing of their desire for day shift work, will be assigned such work within their store on the basis of seniority, but not to exceed one such Associate each ninety (90) days. Associate(s) within the store may volunteer to fill the vacancy by seniority. However, if Associate(s) do not volunteer for such vacancy, then the least senior Status 1 or Status 3 Associate, within their respective classification within the store may then be assigned to fill the vacancy on the night shift.

14.3 Right to Transfer - When a store discontinues a "night shift," the Head Night Lead Clerk may displace the least senior Head Night Lead Clerk within the District. The displaced Head Night Lead Clerk has the option of remaining in their store or accepting a transfer to the store from which the new Head Night Lead Clerk was previously assigned.

14.4 Other Provisions - Night Shift Associates will be allowed to leave the store during the meal period.

14.5 The Employer must designate an Associate as Head Night Lead Clerk whenever three (3) or more clerks are scheduled for night shift unless a classified Department Head/Assistant Department Head is scheduled for the night shift, as defined in Section 14.1 of this Article.

If such Associate is designated as Head Night Lead Clerk for fifty percent (50%) or more of their working hours in any week, they will receive the applicable rate for the full week. If such Associate is designated as Head Night Lead Clerk for less than fifty percent (50%) of their working hours in any week, they shall receive the applicable rate of pay only for those hours for which they are designated. However, it is understood that the Employer at their discretion may assign a Department Head in the store to supervise the night shift. Such Department Head will be paid a night shift premium of one dollar (\$1.00) per hour according to the provisions of Article 9.6 of this Agreement.

ARTICLE 15. SENIORITY

- 15.1 Application - In lay-offs, recalls, transfers, scheduling and the reduction of hours, the principle of seniority shall apply. In the matter of promotions, the Employer shall have the right to exercise their final judgment after giving due regard to seniority. This shall not preclude the Union from questioning through the Grievance Arbitration Procedure whether or not the Employer has given due regard to seniority.

Associates promoted shall be given up to a ninety (90) day but not less than thirty (30) day break-in period to familiarize themselves with the job duties by which time the Associates will be required to perform the job at a satisfactory level. If, for justifiable reasons, the Employer thinks an Associate cannot perform the job at a satisfactory level, the Associate shall be returned to his or her original classification.

No Department Head will be transferred unless they are given one (1) week's notice.

- 15.2 Determination - For the purpose of lay-offs, recalls, transfers, scheduling, and the reduction of hours, the Union #1 seniority date shall apply. The Union #1 seniority date shall be determined as follows:
For Status 1 and Status 3 Associates, Union #1 seniority date shall be the Associate's adjusted seniority date as determined in the seniority groups below or his date of entrance into the bargaining unit if he is a full-time Associate when he enters this bargaining unit.

For Status 4 Associates, the Union #1 date shall be their most recent date of hire. A Status 4 Associate who qualifies for Status 1 or Status 3 shall have his seniority date as a Status 1 or Status 3 Associate determined on the basis of one week's credit for each two (2) weeks of Status 4 work. The Union #1 seniority date in this case will be this adjusted date.

In the event the Employer transfers an Associate from any other store or unit which is not covered by this bargaining unit, such Associate's Union #1 seniority date shall be their date of entering this bargaining unit for the purposes of lay-offs, recalls, transfers, promotions, the scheduling of hours, which shall include Sunday and holiday work.

Any Food Associate hired after December 11, 1989, and any Drug/GM Associate upon mutual agreement* between the Associate and Management, may be transferred between seniority groups covered by this Agreement and retain all seniority. Any such transfer would be subject to a thirty (30) day "trial period" and could be rescinded by either the Associate or the Employer during that time. Any Associate interested in transferring to another seniority group, as outlined in this Section, should make such desire known in writing to the Store Manager with a copy to the Union Steward. In order to provide customer service in an extreme situation, the Employer may utilize any such Associates to work in any other department. The Employer recognizes that all hours must be maximized within a department before exercising this option.

Eligibility for holidays as provided in Article 12, and vacations as provided in Article 13 or any other benefits as provided for in this Agreement shall be based upon the Associate's length of employment with the Employer.

If two (2) or more Associates have the same seniority date, the Associate having the lowest social security number shall be considered to have the greatest amount of seniority. This paragraph shall apply to Meat Associates hired after December 11, 1989. Established seniority dates for Meat Associates hired prior to December 11, 1989 (initial of the last name) shall stay the same, provided they remain in their seniority group. This paragraph shall apply to Drug/GM Associates hired after September 11, 1990. Established seniority dates for Drug/GM Associates hired prior to September 11, 1990 (initial of the last name) shall stay the same, provided they remain in their seniority group.

No Associate shall acquire any seniority rights until they have been in the bargaining unit sixty (60) calendar days and provided further that their seniority date after sixty (60) calendar days will revert to their most recent date of hire or to the date the Associate entered the bargaining unit.

There shall be three (3) separate seniority groups as follows:

Group A - Meat

Departments: Meat/Seafood, Deli/Bakery

Classifications:

Meat: Meat Dept. Mgr., Asst. Meat Dept. Mgr., Journeyman, Meat Clerk

Seafood/Service Meat: Lead Seafood Clerk, Seafood/Customer Service Att.

Deli/Bakery: Dept. Head, Asst. Dept. Head, Cheesemaster, Line Cook, Lead Baker, Clerk

Coffee Shop: Lead Coffee Shop, Coffee Shop Clerk

Group B - Grocery

Departments: Grocery/Dairy/Frozen, Produce, Front-End, Demonstrator, Liquor Shop, Floor Maintenance

Classifications:

Grocery: Dept. Head, Night Lead Clerk, Clerk

Back Door: Lead Back Door Receiver

Dairy: Dept. Head, Clerk

Frozen Food: Dept. Head, Clerk

Produce: Dept. Head, Asst. Dept. Head, Nutrition Lead, Nutrition Clerk, Clerk

Floral: Lead Floral Attendant, Floral Attendant

Salad Bar: Lead Salad, Salad Bar Clerk

Front-End: Dept. Head, Asst. Dept. Head, Clerk, Sacker/Carryout

File Maintenance: Lead File Maintenance Clerk

Fuel Center: Lead Fuel Clerk, Fuel Center Clerk

Demonstrator: Demonstrator

Liquor Shop: Lead Liquor Clerk, Liquor Shop Clerk

Floor Maintenance: Floor Maintenance Clerk

Group C - Drug/GM

Departments: Drug/GM

Classifications:

Drug/GM: Head Drug/GM Clerk, Assistant Head Drug/GM Clerk, Drug/GM Clerk

Seniority shall be exercised by Associates listed in Groups A, B, and C above as follows:

- Status 1, Status 3, and Status 4 within the store
- Within the respective seniority area
- Adjoining seniority area within the same District
- The store in the District closest to the Associate's residence
- Union jurisdiction covered by this Agreement

Seniority Districts will be set forth in Appendix "C" attached.

If a Status 1 or Status 3 Associate loses their status by an involuntary reduction of hours, he shall retain his date on the Status 1 or Status 3 list for a period of six (6) months, after which time he shall have top seniority on the Status 4 list in his store. If a Status 1 or Status 3 Associate loses his status by voluntary reduction of hours, he shall be transferred to the Status 4 list and his seniority date on the Status 4 list shall be his most recent date of hire.

- 15.3 Any Status 1 or Status 3 Associate who elects to voluntarily reduce himself to Status 4 classification shall submit a written statement to that effect to the Human Resource Department of the Employer. Such statement shall be signed and dated by the Associate, the Store Manager, and the Union Steward of the store. The Human Resource Department shall send a copy of such statement to the Union Office.

A Status 4 Associate who has a written request on file for Status 4 classification will not be considered for Status 1 or Status 3 until such time as the Associate rescinds the written request.

- 15.4 Department Heads, Assistant Department Heads, and Lead Clerks shall have separate seniority based on length of service as a Department Head within the classification, except for Sunday and holiday work.

When a Department Head, Assistant Department Head, or Lead Clerk is reduced in classification, their service as a Department Head will be considered as a clerk for seniority purposes.

If a Department Head, Assistant Department Head, or Lead Clerk voluntarily reduces himself in the classification, he shall have the option to remain in the same store or be transferred to another store. Such store shall be mutually agreeable to the Associate and Store Manager/District Manager. Such transfer shall be finalized within sixty (60) days of the reduction in classification. Any Department Head, Assistant Department Head, or Lead Clerk who elects to voluntarily reduce himself in the classification shall submit a written statement to that effect to the Human Resource Department of the Employer. Such statement shall be signed and dated by the Associate, the Store Manager and Union Steward of the store. The Human Resource Department shall send a copy of such statement to the Union Office.

Associates in the Sacker/Carryout, Demonstrator, Salad Bar, and Floral Attendant classifications, who are promoted to the clerk classification, will be inserted on the Status 4 seniority list based upon the date of hire for the purpose of lay-offs, recalls, transfers, claiming of available hours, earlier starting times, which shall also include Sunday and holiday hours.

When a position within the Grocery Group Clerk classification becomes available within the store, such position will be offered to the most senior Associate in the combined classification of Sacker/Carryout, Demonstrator, Salad Bar, Floral Attendant, and in the combined classification of Drug/GM within the store. This provision shall not preclude an Associate within these classifications from refusing such promotion. However, any Associate who does not qualify or fails cashier training within thirty (30) days after promotion shall revert to their previous classification and seniority date and shall not re-qualify for promotion to an available opening in the clerk classification until six (6) months have elapsed. Associates refusing such promotion shall effectuate a statement that such position was offered to them by seniority and refused, and such statement shall be signed by the Associate, the Union Steward and the Manager on the date such Associate refused the promotion to the clerk classification. However, in the event a clerk is reduced to their previous classification, their seniority date shall be their previous Union #1 seniority date in that previous classification.

Sacker/carryout Associates may be upgraded by seniority within the store to the clerk classification on a temporary basis during the four (4) weeks prior to Christmas (including Christmas week).

Seniority will be determined on the basis of the Associate's Union #1 seniority date. However, only those sackers who are currently eligible for promotion (not those who have in the past six (6) months failed register school or failed to qualify) will be temporarily promoted.

Any Associate in the combined classifications promoted to the Grocery Group clerk classification may subsequently request to voluntarily reduce themselves to their previous classification. Associates wishing to exercise this option shall present their request in writing to the Store Manager. Such requests shall be signed by the Associate, Union Steward, and the Store Manager. Such Associate shall be reduced on the next posted work schedule following Saturday of the week in which the request was made. These Associates revert to their previous Union #1 seniority date in their classification for scheduling purposes and shall be paid the applicable rate based on their length of service. Any Associate who exercises this option shall not re-qualify for promotion to the Grocery Group clerk classification for six (6) months.

15.5 A Union Steward in the grocery seniority group, regardless of their date of employment, shall have seniority, except for earlier starting times, over all other Associates within their classification within the store in which they work, and accordingly shall be the last Associate to be reduced in hours and/or laid off and shall have the right to claim all available hours over all other Associates within their classification within the store in which they work, excluding all Department Head classifications, Assistant Department Head classifications or Head Night Lead Clerk. It is further understood that Alternate Union Steward(s) shall not have super-seniority.

15.6 Termination - Seniority shall be considered broken if an Associate is duly discharged by the Employer, if they voluntarily quit, if they have been laid off continuously for a period of more than one year, if they fail to notify the Employer within ten (10) days of recall that they will return to work, or if they fail to return to work after recall from a lay off within ten

(10) days of the date of issuance of notification of recall by certified mail to the last known address of the Associate, if they fail to return to work in accordance with a leave of absence provided herein.

Promotion to Non-Bargaining Unit Position - Seniority rights of an Associate within the bargaining unit shall be protected for a period not to exceed one year in the event of a promotion to a non-bargaining unit position. The Union shall be notified when such promotions occur. If returned to the bargaining unit within one year, the Associate shall return to their previous job classification in accordance with their seniority.

15.7 Reduction of Hours - A Status 1 or Status 3 Associate regularly working thirty-six (36) hours or more during the basic work week, and who averages less than thirty-six (36) hours for more than four (4) weeks shall have the option to transfer and displace, considering the type of work, the least senior Status 1 or Status 3 Associate in their seniority area who is working the largest number of hours per week more than the hours per week to which they are reduced, up to and including forty (40) hours.

If the least senior Status 1 or Status 3 Associate in the seniority area is working a lesser amount of hours than the Status 1 or Status 3 Associate who has been reduced, then that reduced Status 1 or Status 3 Associate has the option to transfer and displace, considering the type of work, the least senior Status 1 or Status 3 Associate working the largest amount of hours per week up to and including forty (40) hours in the adjoining seniority area. If the least senior Status 1 or Status 3 Associate in the adjoining seniority area is working a lesser amount of hours than the Status 1 or Status 3 Associate who has been reduced, then that reduced Status 1 or Status 3 Associate has the option to transfer and displace the least senior Associate working the largest amount of hours per week up to and including forty (40) hours in the District closest to the Associate's residence.

If the least senior Status 1 or Status 3 Associate in the District closest to the Associate's residence is working a lesser amount of hours than the Status 1 or Status 3 Associate who has been reduced, then that reduced Status 1 or Status 3 Associate has the option to transfer and displace the least senior Status 1 or Status 3 Associate working the largest amount of hours per week up to and including forty (40) hours in the Local Union's jurisdiction. The Associate who is finally displaced may claim all available hours in their store and will retain seniority rights as provided in the last paragraph of Section 15.2 - involuntary reduction.

"Regularly working" shall be defined as the four (4) week average immediately preceding the four (4) weeks of reduced hours. For example:

<u>Regularly Working Weeks</u>		<u>Reduced Weeks</u>	
Week 1	38 hours	Week 5	38 hours
Week 2	37.5 hours	Week 6	24 hours
Week 3	39 hours	Week 7	30 hours
Week 4	36.75 hours	Week 8	32 hours
Average hours: 37.81 hours		Average hours: 31 hours	

In the above example, weeks (1) through (4) determine the average hours regularly worked, and weeks (5) through (8) determine the average hours reduction.

Before exercising their rights under this provision, the Associate must exercise all available hours in their store, except Associates will not be required to claim hours between 12:00 midnight and 6:00 a.m. to fulfill the "all available hours" criteria.

However, Associates will be required to work more than two (2) evenings to fulfill the "all available hours" criteria.

A Status 1 or Status 3 Associate eligible for transfer as provided above must request such transfer in writing to the Store Manager with a copy to the Union Steward no later than the end of the week in which the schedule for the fourth week of reduced hours is posted.

The Employer will arrange the transfer at the beginning of the week following the fourth week of reduced hours. The Associate must complete the transfer on the date scheduled by the Employer or forfeit all rights to transfer. Associates regularly working thirty-two (32) hours who are reduced to an average of less than thirty-two (32) hours for more than four (4) weeks shall be eligible to follow the same procedures as outlined in paragraphs 1 through 6.

Any Associate who does not elect to exercise their seniority to transfer as a result of reduction of hours, as outlined above, will be given one additional opportunity to request a transfer. This transfer must be exercised within ten (10) days of March 1, June 1, or October 1 of the year in which the original transfer was requested.

When an Associate exercises this option, the transfer shall take effect on the next posted work schedule following such request.

15.8 Any Associate with three (3) months or more of seniority, whose hours are reduced during the basic work week to less than sixteen (16) hours within their basic work week, through no fault of their own, shall have the opportunity to transfer and displace the least senior Associate on the same basis as specified in Section 15.7 of this Article, pertaining to Status 1 or Status 3 Associates, provided the Associate exercises this opportunity in writing to the Store Manager with a copy to the Union Steward not later than Monday immediately following a reduction in hours, as specified above. The Employer will arrange the transfer at the beginning of the next week after the request. The Associate must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

15.9 Store Closing - In the event of store closing, Department Heads shall be eligible to transfer and displace (on the basis of seniority as a Department Head) the least senior Department Head in the same classification and volume bracket in another store within first, their seniority area; second, adjoining seniority area in their District; third, volume bracket store in the District closest to their residence; and fourth, the volume bracket store within the Local Union jurisdiction.

In the event that the Department Head in the closing store is the least senior in the classification and volume bracket, they shall be eligible to transfer and displace the least senior Department Head in the same classification in the next lower volume bracket.

Department Heads who are displaced as a result of the above process shall be eligible to transfer and displace the least senior Department Head in the same classification in the next lowest volume bracket until the least senior Department Head is reduced in classification.

As an alternative to the above, a Department Head with seniority in a closing store may elect to displace the least senior Department Head in the lowest Department Head classification in the seniority area and/or adjoining seniority area, as determined by rate of pay in which he was previously a Department Head and shall retain first option to return to this original classification based on volume brackets when such opening becomes available. In this event, the displaced Department Head may exercise the option to transfer as specified above.

Department Head Associates eligible for transfer, as provided above must request a transfer in writing to the Store Manager with a copy to the Union Steward within ten (10) days. The Employer will arrange the transfer no later than the second week after the request by the eligible Associate is made with no loss in pay until the transfer is completed, and the Associate must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

If the Employer permanently closes Store 828 Eaton, Ohio, affected Associates will be offered positions in Cincinnati KMA stores, beginning with District 2 (IV) or District 6 (IX) stores (as defined in the Eaton Collective Bargaining Agreement). Such Associates shall retain all seniority as applied to this agreement.

15.10 Before the application of the procedures called for in this Article, Sections 15.7 and 15.8, the Employer will attempt to place the affected Associates so that the need for Associate displacement is eliminated and/or minimized. The Union will discuss these possibilities with the Employer when requested to do so, and any mutually agreeable decisions on placement reached between the Employer and Union shall supersede the other procedures called for in these paragraphs.

- 15.11 New Store Openings - When a new store is opened under this Agreement, a notice of such opening will be posted approximately fifty (50) days prior to the opening of the new store in the existing stores in the District. Those Associates wishing to transfer to the new store for available job openings will sign the notice within ten (10) days.

Where a store or stores are closed in conjunction with the opening of the new store, such Associates will be transferred to the new store to fill available job openings in the new store before Associates from other stores in the District are transferred. Additional job openings will then be filled on a seniority basis from those Associates in the District who sign the notice before the Employer hires new Associates.

Where no store is closed in conjunction with the opening of the new store, available job openings will be filled on a seniority basis from those Associates in the District who sign the notice. Additional job openings will then be filled on a seniority basis from other Associates in the bargaining unit who have indicated their desire in writing to the Human Resource Department to transfer to the new store in order to work closer to their residence. Such written request must be submitted by such Associate approximately fifty (50) days prior to the opening of the new store. Only those Associates whose written requests are on file will be recognized on a seniority basis before the Employer hires new Associates.

On permanent transfers at the Employer's request, only the least senior Status 1 and Status 3 Associates and the least senior Status 4 Associates in the store may be required to transfer and then only if necessitated by a new store opening.

- 15.12 Status 3 Openings - When a Status 3 job becomes available, it shall be offered to Status 4 Associates in the store in accordance with the available hours provisions of this Agreement.

- 15.13 Department Head, Assistant Department Head, and Lead Clerk vacancies - If a vacancy occurs in a Department Head, Assistant Department Head, or Lead Clerk classification not resulting from vacation, leave of absence, etc., it shall be filled within thirty (30) days after the vacancy occurs.

- 15.14 Seafood/Service Meat Associates will be offered Meat Clerk positions by seniority as they occur before Meat Clerks are hired off the street. Seafood/Service Meat Associates will keep their seniority date if they become a Meat Clerk.

If the Coffee Shop closes, the Coffee Shop Associates have the right to transfer to the Deli/Bakery and will keep their seniority date.

- 15.15 Seniority Lists - Seniority lists shall be established and maintained and such lists shall be available to the Union at all times.

Each three (3) months - on February 1, May 1, August 1, and November 1 of each year - the Employer agrees to send the Union office two (2) copies or an electronic list of Associates by store, specifying job classification, rate of pay, and seniority status.

The Employer also agrees to notify the Union of lay-offs, leaves of absence, permanent transfers, promotions, and terminations on a weekly basis.

- 15.16 Definition of Full-Time Associate – Wherever it appears in this Agreement, the terms “Full-Time Status 1 Associate” or “Full-Time Status 3 Associate” shall be considered as being an Associate classified as full-time.

- a) An Associate shall be classified as "full-time" either: at the end of their initial 90 consecutive days of employment, OR; after their initial measurement period of 52 weeks during which the average hours worked in the basic work week equal or exceed 30 hours. Work performed on Sundays and holidays shall be counted for the purpose of qualifying as a "full-time" Associate. An Associate shall also be considered as attaining 'full-time' classification if after their initial measurement period they average 30 or more hours during the company's stated 52-week annual measurement period (Example: October 1 through September 30).

- b) Time not worked because of a holiday shall be counted as time worked toward qualification or continuity as a "full-time" Associate, regardless of whether or not the Associate is entitled to holiday pay.
- c) For an Associate who meets the aforesaid requirements, continuous service as a "full-time" Associate shall be dated back to the first day worked of the 90 days or "52 week look back."
- d) Once an Associate has qualified as a "full-time" Associate, Status 1 and Status 3, the Associate shall be removed from "full-time" status if: 1) The Associate has been reduced to part-time at the Associate's voluntary written request in accordance with Section 15.3 above of this Article, or 2) an Associate is involuntarily reduced to less than twenty (20) hours for twenty-six (26) consecutive weeks. The week following voluntary or involuntary demotion to part-time status the Associate's seniority shall be dated from the original date of hire or the date the Associate enters the bargaining unit.
- e) If the aforementioned Associate is demoted and/or voluntarily reduces himself/herself in the classification, such Associate shall not continue to receive full-time benefits unless they have the hours to maintain them.
- f) If separated from "full-time" status in accordance with paragraph (d) preceding, an Associate has suffered a break in service, which cannot be bridged or eliminated by subsequent employment. To qualify as a "full-time" Associate, the Associate must again meet the requirements set forth in (a) above.
- g) Any Department Head, Assistant Department Head, or Lead that was hired on or after 03-19-05 and relinquishes the position for any reason, their status will become that of a Status 3 and their seniority date will be re-calculated as a Status 3. Re-calculation will be halfway between the Associate's date of hire and the date the Associate relinquished the position.

ARTICLE 16. LEAVES OF ABSENCE

- 16.1 Sick Leave - Any Associate shall be granted a sick leave (illness, injury, pregnancy and occupational) not to exceed ninety (90) days, upon written request supported by medical evidence provided by the attending physician(s) which specifies that the Associate is disabled and cannot perform regular work duties. Extensions of ninety (90) days at a time to a total of two (2) calendar years shall be granted upon written request supported by medical evidence. Two (2) additional ninety (90) day extensions may be granted if mutually agreed to by the Union and the Employer and supported by medical evidence, which indicates the likelihood of the Associate returning to work.

In the case of a workers compensation leave of absence, extensions of ninety (90) days at a time to a total of three (3) calendar years shall be granted upon written request supported by medical evidence.

Upon written notice to the Store Manager and Human Resources Department no later than Wednesday by noon of availability for work following absence because of a bona fide sick leave (illness, injury, pregnancy, and occupational), the Associate shall be restored to the job previously held (in accordance with seniority) and shall begin work not later than Monday following the next posted work schedule. The notice to the Employer must be accompanied by a doctor's release which specifies that the Associate is able to perform fully all assigned work duties, and such release must be presented to the Store Manager prior to the posting of the work schedule as referred to above. However, it is the intent of the parties that nothing in this provision shall affect any rights of the Employer to consider light duty work when available for Associates whose physician specifies such Associates are partially disabled.

- 16.2 Union Leave - The Employer shall grant the necessary time-off without discrimination or loss of seniority rights and without pay to any Associate designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given seven (7) days notice prior to the next posted schedule specifying the length of time off, but in no case shall the cumulative length of time off exceed one (1) year.

It is understood that the number of Associates so designated, requesting this leave, will not be so great in total or on an individual store basis so as to adversely affect the prudent operation of the Employer's business.

It is understood that the Employer shall grant the necessary time off with pay for each Union Steward and Alternate Steward(s) for the purpose of attending the Stewards' Seminar, provided the Steward and Alternate Steward(s) do attend the Seminar on the date(s) to be selected by the Union. It is also understood that the pay shall be eight (8) hours at straight-time, and the Stewards' Seminar shall be limited to one (1) Seminar each year. Three (3) Stewards in each store will be paid to attend the Stewards' Seminar. In the top fifty percent (50%) of stores (by sales volume), two (2) Alternate Stewards will also be paid provided they attend the Seminar.

- 16.3 Personal Leave - An Associate with one (1) year's seniority or more will, for good cause and upon written request, be granted a personal leave of absence, without pay, for a period not to exceed ninety (90) days, but in no case shall a personal leave be granted or used for the purpose of permitting an Associate to try out for another job. It is understood that such leave will be granted at the discretion of the Employer.

Associates violating the above leaves of absence will be considered a voluntary quit.

- 16.4 Military Leave - Any Associate coming under the provisions of the Federal Selective Service Training Act of 1940 shall be returned to their job and retain their seniority according to the provisions of that Act and its amendments.
- 16.5 Securing Permission for Leave - Any Associate who is qualified for a leave of absence as set forth in this Article, and who desires a leave of absence for more than fourteen (14) days shall secure written permission from the Human Resource Department or Designee of the Employer with a copy to the Union Representative; the length of absence shall be agreed to by the Employer and the Associate. The length of leave shall be commensurate with the need. Failure to comply with this provision could result in discipline up to and including termination.
- 16.6 General Provisions - Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and seniority will continue to accrue while on leave of absence. Failure to report back to work at the end of a leave of absence shall result in Associate being considered a voluntary quit. Any Associate accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such Associate is on Union Leave.

The Associate shall be made whole by the Employer for any loss in pay caused by non-compliance with this Article.

- 16.7 Funeral Leave - The Employer agrees to pay an Associate for necessary absence on account of death in the "immediate family" up to and including a maximum of three (3) scheduled work days at straight-time (a maximum of four (4) scheduled work days at straight-time in the event of death of the Associate's spouse or child), not to extend beyond the day of burial, provided the Associate attends the funeral, but in no case will they receive more than the basic weekly pay.

The term "immediate family" shall mean spouse, parent, child, Associate's step-parent, step-child, brother, sister, father-in-law, mother-in-law, Associate's grandparents, grandchildren, or any other relative residing with the Associate or with whom the Associate is residing. In the event the death in the "immediate family" is the death of a relative who lives out of town and additional time is necessary, the Employer will grant additional time off without pay for the purpose of attending the funeral. If an Associate is notified at work of a death in the immediate family and does not complete his schedule for that day, he shall be paid for time lost that day in addition to the above. Proven falsification of the above shall be cause for discharge.

- 16.8 Jury Duty - If any Associate is required to serve on a jury, they shall be paid for hours necessarily absent from work because of such service in addition to jury fee remuneration.

The schedule of Status 4 Associates shall not be altered solely for the purpose of avoiding jury duty pay. All Associates, including night shift Associates, shall be listed on the posted work schedule as "jury service" and the combined hours of work and jury duty will not exceed eight (8) hours in any one day with the further understanding that, upon release of jury service, such Associates will report to work to complete the remaining portion of the Associate's schedule, not to exceed eight (8) hours.

16.9 Subpoena - Any Associate who is absent from scheduled work hours due to being subpoenaed (for reasons having to do with the operations of the Employer's business) shall be paid for such hours at straight-time in addition to subpoena remuneration.

Any Associate who is subpoenaed (for reasons having to do with the operations of the Employer's business) during unscheduled work hours shall be paid for such hours at straight-time (but not less than one hour at straight-time) in addition to subpoena remuneration.

However, any Associate working five (5) days, who is subpoenaed on their day off (for reasons having to do with the operations of the Employer's business) shall be paid for such hours at time and one-half (1 ½) their regular hourly rate of pay in addition to subpoena remuneration.

16.10 Store Injuries - If an Associate is injured on the store premises during the course of his employment, and as a result loses time, he shall be paid for such time lost on the day of injury but not to exceed eight (8) hours.

16.11 The parties will comply with the terms and conditions of the Family Medical Leave Act.

16.12 Union Counselor - The Union shall have the right to designate a Union Counselor in each store. It is understood that the Employer shall grant the necessary time off for each Union Counselor to attend conferences and/or training sessions.

16.13 Educational Leave - An educational leave of absence may be granted to Associates for the purpose of attending college or specialized training. Associates must provide the Employer documentation verifying their attending college or specialized training. The attending college must be outside the contract area. Associates on such leave shall retain seniority and time absent will not count as time worked toward wage progressions.

16.14 Any Associate who is absent from work for three (3) consecutive working days without notifying a member of Management will be considered to have voluntarily quit.

ARTICLE 17. OTHER GENERAL WORKING CONDITIONS

17.1 Associate Dress - Any uniform deemed necessary by the Employer for its Associates shall be furnished by the Employer.

The Employer has the right to establish a reasonable dress code for Associates. In stores where uniforms are provided by the Employer:

- a) The Employer shall have the right to require the return of, or payment for, clothing supplied by the Employer upon an Associate's termination.
- b) The Employer shall have the right to limit accessory items worn to those in the catalogue and those similar in type and color.
- c) Name badges are required.
- d) Associates' shoes must be white, tan, brown, or black and must be clean and appropriate and adequately protect the feet (cloth sneakers and/or sandals are not permitted).
- e) If sweaters are worn, they shall be neat and presentable and of a solid, subdued color.
- f) The Associate will adhere to rules and regulations, company policies, and local, state, and federal mandates related to dress code.

17.2 Time Clocks/Computerized Recording - The Employer shall continue to provide time clocks in each of their stores throughout the life of this Agreement for the purpose of recording hours worked by each Associate covered by this Agreement.

In stores where computerized recording of hours is used, the Employer shall furnish a weekly computer print-out sheet, upon request, to Associates showing the payroll ending date, name of Associate, total hours worked (straight-time hours, overtime hours, and premium pay hours).

The Employer and the Union agree that a proven violation of established recording of hours, whether hours are recorded by a time clock or computer, including working before or after recording time, may subject such Associate to disciplinary action, up to and including discharge.

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

Time will be figured on the basis of an eight (8) minute break; up to eight (8) minutes, no pay; eight (8) minutes up to and including fifteen (15) minutes, fifteen (15) minutes pay. Associates will not be scheduled to work the seven (7) minutes after the quarter hour.

For the purpose of this Section, no Associate will be required to work the seven (7) minutes before or after their schedule. Associates are expected to work according to posted work schedule unless changes are approved by Management.

- 17.3 Payday - The Employer shall establish a regular payday and furnish to each Associate on such payday a wage statement showing the payroll ending date, name of Associate, total hours worked, total amount of wages paid, and itemized deductions made there from.
- 17.4 Polygraph Test - No Associate will be required to take a polygraph or related test.
- 17.5 Associates on Duty - The Employer agrees that there will be a minimum of two (2) Associates, not necessarily members of the bargaining unit, in the store at all times when work is required.
- 17.6 Travel Expense - In case of temporary transfer at the request of the Employer involving additional transportation cost, Associates will be reimbursed at the same rate per mile as is applicable to Management.
- 17.7 Safety on the Job - Where machines such as meat grinders, saws, cubing machine, etc. are equipped with guards for the protection of the Associates, such guards must be used. At the request of either party with reasonable advance notice, bona fide unsafe conditions in a store will be discussed between the Employer and the Union.

The Employer shall furnish any or all tools necessary to bargaining unit Associates to perform the job required. In addition, a first aid kit will be furnished and maintained by the Employer at all times.

The Employer shall post safety rules within the market.

- 17.8 Coverage - Meat Departments - A Journeyman (this includes a Meat Department Manager and Assistant Meat Department Manager) of the Meat Department shall be on duty between the hours of 8:00 a.m. to 5:30 p.m. provided sufficient Journeymen who were on the payroll as of December 11, 1989 are available to cover such schedules. A member of the bargaining unit will be used to cover the meat market from 5:30 p.m. until 11:00 p.m. No other Associate will be hired or promoted to fill the coverage provision as outlined above.

If a Meat Clerk Cutter is selected as a Meat Department Manager or an Assistant Meat Department Manager and remains in the classification for a minimum of one (1) continuous year, they will be reclassified as a Journeyman Meat Cutter if the position of responsibility is involuntarily relinquished in the future. If a Meat Department Manager or Assistant Meat Department Manager voluntarily relinquishes their position after one (1) year or more, they will be taken back to their original pay and position prior to their promotion.

Journeyman Meat Cutter - A Journeyman on the payroll as of December 11, 1989 will be scheduled in his store up to eight (8) hours a day before a new hire Meat Clerk (hired after February 17, 1982) may be scheduled on that day.

ARTICLE 18. UNION COOPERATION

- 18.1 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.
- 18.2 The Union agrees to cooperate with the Employer 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.
- 18.3 The Union agrees to cooperate in correcting inefficiencies of members, which might otherwise necessitate discharge.
- 18.4 The Union recognizes the need for improved methods and output in the interest of the Associates 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.
- 18.5 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.

ARTICLE 19. SEPARATION PAY

- 19.1 Any Food Associate classified as Status 1 or Status 3 who is separated for incompetence, or who is permanently laid off due to reduction of the work force, shall be entitled to one week's notice or one week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an Associate discharged for proper cause.

ARTICLE 20. TECHNOLOGICAL CHANGE

- 20.1 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

The Employer and the Union recognize that technological change involving certain automated equipment is now available to the food industry. In recognition of this, the parties agree that:

- a) Where installation of any such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer.
- b) The Employer has the right to install such equipment.
- c) Any training or necessary retraining will be furnished, expense free, by the Employer to affected Associates.

Where any Associates would be displaced by such installation, the Employer will make every effort to affect a transfer in accordance with the transfer provisions of the Agreement.

If a Status 1 or Status 3 Associate who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding displacement is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the Associate would qualify for separation pay if:

- a) The Associate had two (2) or more years of full-time service;
- b) Does not refuse a transfer within the bargaining unit area as outlined in the Agreement;

- c) Does not refuse to be retrained or reassigned;
- d) Such action does not occur more than six (6) months from date of installation;
- e) Does not voluntarily terminate employment.

Severance pay (for those Associates covered in Section 20.2 (e) above) would be paid at the rate of one week's pay for each year of continuous full-time service not to exceed six (6) weeks.

Severance pay would equate the average number of hours worked the eight (8) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

ARTICLE 21. STORE CLOSING

21.1 In the event that the Employer permanently closes or sells a store, and Associates are terminated as a result thereof, separation pay will be paid under the conditions detailed below.

An Associate who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding their separation due to the sale or closing will qualify for separation pay if:

- a) The Associate had two (2) or more years of service
- b) Does not refuse a transfer within the bargaining unit as outlined in the Agreement, or retraining or reassignment in connection therewith
- c) Does not voluntarily terminate employment

Such Associates will be paid at the rate of one week's pay for each year of continuous full-time service, not to exceed six (6) weeks.

Severance pay will equate the average number of hours worked in the eight (8) weeks preceding separation, not to exceed forty (40) hours straight-time pay.

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following the termination of those Associates who are eligible for such payments, and who receive separation pay, except for those Associates who secure employment with an already contributing Employer.

Associates who receive separation pay shall also be entitled to holiday pay as prescribed in the contract for any holiday that falls within a period of thirty (30) days after termination.

All monies due Associates shall be paid in a lump sum upon termination.

Any Associate who is terminated, and who is eligible for and accepts severance pay, forfeits all seniority and recall rights. An Associate who does 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.

If a store is sold and the successor Employer offers employment to an Associate who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

The Employer agrees to give Associates and the Union at least thirty (30) days notice in advance of a store closing or sale. When such notice is given, Associates shall remain with the Employer until the closing or forfeit their rights under this Article, unless an exception is mutually agreed to in writing by the Employer and the Associate with a copy to the Union.

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

Any vacation pay or holiday pay paid to the Associate at termination will be based on the highest rate of pay paid to the Associate during the one year prior to the receipt thereof.

ARTICLE 22. HEALTH AND WELLNESS

The Employer shall fund benefits for active eligible Associates in accordance with this section as per plan designs specified in Appendix E, and eligible retired Associates as specified in Appendix F.

22.1 Employer Health and Wellness Funding (Active Employees): Effective with the month following ratification of this Agreement (07/29/2014), the Employer shall temporarily cease making contributions to the Heartland Health and Wellness Fund (hereinafter referred to as the "Fund") until such time as the reserves are projected to fall below a reserve target of \$500,000. Thereafter, claims and other plan costs for expenses related to plan claims for medical and prescription coverage attributed to Kroger Associates covered by this Agreement shall be paid to the Fund in accordance with the company's 'Pass Through' process in addition to monthly contributions related to expenses related to Dental, Vision, Disability and Life. Automated Clearing House (ACH) claims payments and contributions shall be made to the fund in such a manner that the Fund can maintain the minimum reserve of \$500,000. The "pass-through" amounts shall be submitted by the Employer within seven (7) days upon electronic notice by the Fund. The Employer shall indemnify the Fund for Kroger attributed claims by and with the good faith and credit of The Kroger Company, to include an amount of accrued liability for Incurred But Not Reported (IBNR) claims attributable to Kroger Associates. The Fund's consultant shall determine annually the amount of IBNR, and on a periodic basis as required by the trustees, that at all times during the year the minimum reserve of \$500,000 is properly maintained so that there shall be sufficient assets in the Fund's accounts to satisfy claims and other costs attributable to the Kroger Cincinnati-Dayton contract. It is also understood that the Fund shall discontinue and exclude Kroger claims from stop loss coverage when the current stop loss coverage term expires or under terms of the vendor agreement be terminated.

Contributions attributed to administrative fees, Dental, Vision, Disability, and Life shall be established in accordance with a monthly rate set by the trustees (which shall include a factor for trend), and shall be submitted to the Fund by the tenth (10th) day of each month. The contribution rates for administration, Dental, Vision, and Disability shall be adjusted annually effective January 1 in accordance with the guidelines established by the Trustees of the Plan and as determined by the Fund's consultant. The Employer agrees to execute the standard Participation Agreement with the Fund and otherwise comply with all rules and regulations as prescribed by the Fund's Trust Agreement.

22.2 Reversion to Previous Method of Taft-Hartley Funding: As prescribed in section 22.1, Kroger agrees to pay its portion of plan costs for its eligible employees for the term of this agreement and any executed extension. Kroger will pay the plan costs incurred on or before the end of the month in which the contract or extension expired, along with any 'Incurred But Not Reported' claims that occur prior to such date. The parties may agree to modify the plan of benefits in order to continue uninterrupted benefits until such time a new agreement is reached.

At the expiration of this agreement, if the parties agree to revert back to the funding of a Taft-Hartley Health Plan, then Kroger and UFCW Local 75 will bargain a contribution rate that will fund the plan of benefits that will be in place for the new agreement and the required reserves of 3.75 months of prospective plan expenses. The Fund Consultant will identify the appropriate trend and a contribution rate needed to fund the plan of benefits and the required reserves of 3.75 months of prospective expenses and Kroger shall pay such rate adjusted by the Consultant.

In the event, during the term of this agreement, the UFCW and Kroger negotiate an alternative method on the funding and payment of claims, or reversion, the parties may adopt such alternative by mutual agreement.

22.3 Employee Health and Wellness Eligibility and Coverage of Dependents: Eligibility to enroll and remain enrolled shall be governed by this agreement and the rules of the Fund.

- a) Full-time Status 1 Associates who were enrolled in health care prior to ratification (07/29/2014) shall retain healthcare and be considered eligible for self-coverage unless during an agreed upon stated measurement period they average less than 25 hours per week. Full-time Status 1 Associates enrolled in health care prior to ratification (07/29/14) who average 28 hours or more per week during the agreed upon 'stated measurement period' (October 1 through September 30 annually) may enroll in addition to self-coverage, dependent children and spouses (who do not otherwise have access to affordable healthcare as prescribed by the ACA through any other private or government entity, excluding the public exchange).

Full-time Status 1 Associates enrolled after 07/29/2014 lose the ability to retain single or family coverage if they fail to maintain an average 28 hours per week during the agreed upon stated measurement period or as otherwise specified in Section 22.6 of this Agreement.

- b) Effective 1-1-2015, if Associate is eligible for spouse medical and drug coverage, but the spouse has other ACA compliant medical and drug coverage, through another employer, except Kroger, the spouse is excluded from medical and drug coverage but may cover the spouse for dental and vision coverage at a cost of \$2.00 per week.
- c) Full-time Status 3 Associates who were enrolled in health care prior to ratification (07/29/2014) shall retain healthcare and be considered eligible unless during an agreed upon stated measurement period they average less than 25 hours per week. Full-time Status 3 Associates who average 30 hours or more per week during their initial measurement period or the agreed upon 'stated measurement period' (October 1 through September 30 annually), may enroll in addition to self-coverage dependent children effective with the 2016 plan year enrollment. Newly hired Full-time Status 3 Associates hired with the expectation that they will work an average of 30 or more hours, shall be eligible for enrollment the first of the month following 60 days of employment.

Full-time Status 3 Associates enrolled after 07/29/2014 lose the ability to enroll family participants if they fail to maintain an average 28 hours per week during the agreed upon stated measurement period or as otherwise specified in Section 22.6 of this Agreement.

- d) Part-time Status 4 Associates who were enrolled in healthcare prior to ratification (07/29/2014) shall retain healthcare and be considered eligible unless during an agreed upon stated measurement period they average less than 20 hours per week. Should a currently enrolled Associate or newly enrolled Associates in the future lose eligibility, they shall subsequently be eligible for qualification during the agreed upon stated measurement period if they average more than 28 hours per week for self-coverage or 30 hours per week for self and children coverage on or after January 1, 2016. Associates who qualify under the 28 hour rule for self-coverage, such coverage shall be lost if during the agreed upon stated measurement period the Associate averages less than 23 hours per week.

Coverage for a newly hired variable hour Part-time Status 4 Associates, who qualify during their initial measurement period (52 weeks from date of hire) or subsequently during the agreed upon stated measurement period, shall be eligible for 'self-only' enrollment on the first of the month following qualification if they average 28 or more hours per week. If such Associate averages 30 or more hours per week during a measurement period, the Associate may also cover dependent children on or after January 1, 2016.

For those newly hired variable hour part-time Associates who average at least 20 hours per week but less than 28 hours per week during the agreed upon measurement period shall be eligible for ancillary benefits (Dental, Vision, Disability and Life) at a cost of \$2.00 per week.

- e) Effective December 31, 2010 Full-time Status 3 or Part-time Status 4 Associates who have not elected to utilize the part-time plan for dependent children coverage will no longer have this option. No Associate may use this optional buy up for spouses after December 31, 2014 and for dependent children after December 31, 2015.
- f) Kroger shall report to the Fund those hours worked by otherwise eligible employees every six months during the period October 1 to September 30 and Kroger agrees that its payroll records shall be subject to audit by the Fund to determine employee eligibility to enroll for benefits under the Fund. In that regard, the Fund shall continue to be responsible for the enrollment of eligible employees.

22.4 Employee Health and Wellness: Employee contributions for the 2014 Plan Year shall be paid on a weekly basis in accordance with the previous collective bargaining agreement. Effective with the 2015 Plan Year Enrollment, all eligible and enrolled Associates will pay the following weekly contributions in accordance with their Plan enrollment selected effective with the 2015 Plan Year:

Coverage Tier	Premium Plan	Deluxe Plan	Standard Plan	Basic Plan
Self	\$9.00	\$8.00	\$8.00	\$7.00
Self & Child	\$18.00	\$15.00	\$15.00	\$13.00
Self & Spouse	\$20.00	\$17.00	\$17.00	\$15.00
Family	\$26.00	\$23.00	\$23.00	\$19.00

NOTE: Incentive money for HRQ and biometric screening attained prior to September 30, 2014 for the 2014 Plan Year shall remain unchanged at \$225 single and \$450 family with carryover of unused amounts until completely used. For the 2015 Plan Year, enrollment completion of the HRQ will no longer be required. However, failure to complete designated biometric screening by the employee annually before December 15 of the enrollment year will result in a 30% increase in the weekly contribution rate for coverage selected for the enrollment period.

22.5 Opt-Out Provision: Associates that meet the eligibility requirements will be given the option to waive coverage through a yearly enrollment. Associates who waive coverage will be eligible for life insurance and sick pay. Associates will be provided the opportunity through the yearly enrollment to re-enroll in the Plan.

22.6 Loss of Eligibility and Coverage: Plan eligibility shall be discontinued or coverage altered as of the first day of the month following:

- a) Voluntary quit
- b) Termination for cause
- c) Associate's request for change in status from full-time (Status 1 or Status 3) to part-time (Status 4)
- d) The end of a stability period following a part-time or full-time Associate ceasing to be an eligible Associate because of failure to work the minimum average weekly hour requirement during the agreed upon stated measurement period.

22.7 Continuation of Eligibility: Eligibility for benefits claims payments and contributions shall be continued under the following conditions:

- a) For a period of six months in case of absence from work due to illness, pregnancy, and/or injury, following either the month in which illness started or accident occurred or through the end of the stability period, whichever occurs last.
- b) For a period of twelve (12) months in case of absence from work due to an injury on the job, following either the month in which the injury occurred or through the end of the stability period, whichever occurs last.

22.8 Reinstatement of Eligibility: Eligibility for claims payments and contributions discontinued as provided for in Section 22.6 and 22.7 above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury, pregnancy or leave of absence. However, if an Associate has been disqualified as provided in Section 22.6 above, he must again qualify as an eligible Associate as provided in Section 22.3 above during the next agreed upon stated measurement period before enrollment in the next plan year.

22.9 Exclusions from Eligibility: Part-time high school students under 18 years of age or an Associate who has another full-time job (and under which minimum value and affordable benefits within the meaning of the ACA are available) are not eligible for benefits.

22.10 Retiree Health Care: The Employer will contribute to the Heartland Health and Wellness Fund on behalf of each Associate who retires and is eligible for pension benefits, as defined in Article 23 of this Agreement. Kroger agrees to contribute the following amounts on behalf of retirees: \$366,720 per month for expenses, beginning July 1, 2014. Kroger will continue to pay the noted monthly amount until reserves are reduced and total 3.75 months of expenses. The Fund Consultant will be directed by the Trustees of the Fund to monitor Retiree Plan total income, expense and reserve levels on a semi-annual basis throughout the term of the agreement.

If at any point in the contract period, required reserves fall below 3.75 months of expenses projected through December 2018, the consultant will set a new monthly rate that will attain targeted reserves.

Retiree Employer contribution rates per member per month will be modified annually by the consultant so that the aggregate amounts are equal to the amounts above (unless more is required to reach 3.75 months of expenses). It is agreed that the Fund shall provide retirees with an annual statement of fund assets and expenses from which they can clearly ascertain the retirees' share of the cost. For the 2015 Plan Year, Retiree contributions shall be frozen at the 2014 level. Annual Retiree contribution calculation methods shall resume for the 2016 Plan Year and such contributions adjusted accordingly.

The liability for the retiree prescription drug benefit will transfer to the Heartland Health and Wellness Fund. The trustees must establish a new prescription drug contract with a PBM of their choosing prior to January 1, 2015. Kroger shall discontinue the current "KPP Carve-out agreement" at that time.

Health and welfare and prescription drug coverage will continue until such time that such retiree is eligible for Medicare coverage in accordance with applicable federal law. Such retiree coverage shall cover the spouse until the spouse is eligible for Medicare.

Effective January 1, 2007, Associates must have twenty (20) years of service to be eligible for retiree health care. Effective January 1, 2015, retiree monthly contributions are listed below:

35 yrs. and over	15% of the total health care costs.
30 – 34 years	20% of the total health care costs.
25 – 29 years	25% of the total health care costs.
20 – 24 years	30% of the total health care costs.

Effective January 1, 2011 anyone who has qualified for health care and is paying health care costs at a rate of 50%, shall have such rate reduced to 40% at the discretion and concurrence of the Board of Trustees of the Heartland Health and Wellness Fund. Retiree contributions may be increased as needed by mutual agreement of the trustees of the Heartland Fund, but in no event shall Employer contributions be reduced so as to allow total Retiree funding reserves to fall below 3.75 months of plan expense.

Article 22.10 does not apply to Drug/GM Associates. Drug/GM Associates will continue to qualify for the eligible retiree benefits as defined in the Company's Plan and all changes thereto.

22.11 Retiree Opt-Out Provision: Retirees that meet the eligibility requirement will be given the option to enroll or Opt-Out of coverage at retirement. An Opt-Out is permanent, except that if the retiree experiences a 'life event' under the rules of the plan, a one-time reenrollment is permitted.

22.12 Prescription Drug Plan - Coverage for prescription drug card is based on Associate eligibility for medical coverage.

This drug card will be valid at any Kroger Pharmacy.

Coverage for Prescription drugs will begin at the same time as medical coverage for both active Associates and eligible dependents.

A deductible charge will be paid by the Associate for each prescription. The deductible will be the great of the following:

	Co-Insurance	Minimum Co-Pay	Maximum Cap
Generic	10%	\$10	\$20
Brand	20%	\$20	\$50 (\$60 eff. 1/1/15)
Non-Formulary	30%	\$35	\$50 (\$75 eff. 1/1/15)

Kroger agrees to coordinate with the Fund as needed to implement out-of-pocket maximums if required under the ACA.

Mail order maintenance – co-insurance with minimum co-pays at 2x retail, \$100 maximum (effective 1/1/2015 - \$40 Generic, \$120 Brand, \$150 Non-Formulary)

Step Therapy applies and Specialty Drugs apply. Annual changes in Formulary and non-co- pay cost containment initiatives are aligned with Company plan.

Special maintenance drug categories (medication includes hypertension, high cholesterol, diabetes control drugs, asthma, glaucoma, osteoporosis, and related supplies which require a prescription):

	30-day supply	90-day supply
Generic	\$7	\$14
Brand	\$15	\$30
Non-Formulary	\$25	\$50

Any Associate who works in an outlying area where Kroger Pharmacy is not readily available, provisions will be made:

1. Mail in
2. Network Local Pharmacy
3. Area to be defined

The Employer may not make changes to the program without prior notice and consent by the Union. Any such changes must be communicated to the plan participants at least thirty (30) days prior to the effective date of the change. This includes, but is not limited to, changes in the formulary program. The Employer will meet and discuss any changes with the Union before the changes are communicated to the plan participants.

The Employer will present reports to the Union on the cost and operation of the plan at least semi-annually in a format mutually agreeable to the Employer and the Union. The Employer shall also provide information reports to the trustees of the Heartland Health and Wellness Fund annually.

The Employer agrees that the drug plan administrator and Health and Wellness Fund administrator must coordinate and share information to maximize operational efficiency, including data coordination with any program established by the Fund, such as disease Management or other enhanced services provided to plan participants.

It is agreed that no employer monies paid into the Heartland Health and Wellness Fund on behalf of the active Associates covered by this Agreement will be used by the trust to provide a prescription drug card benefit.

The Prescription Drug Plan will be known as the Local 75 Plan and will contain the Local 75 designation as agreed upon.

If a generic drug is legally available as a substitute for a brand name drug, the generic must be purchased. If the Associate purchases the brand name drug in lieu of the generic the Associate must pay the difference in cost.

22.13 Mutual Agreements: Additional and/or optional benefits may be added by agreement between UFCW Local 75 and the Employer on a voluntary basis.

- 22.14 Health Care Reform: The Employer and Union agree to meet and discuss, at the request of either party, the effects of National Health Care Reform legislation and attendant federal regulations on this Health and Wellness article and to make any modifications, and only such modifications that the Employer and the union jointly agree are necessary.

ARTICLE 23. PENSION

- 23.1 The Kroger Company and UFCW Local 75 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 established all of the terms and conditions of employment as they relate to the provisions 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 under this CBA. A copy of the UFCW/Kroger MOU is available upon request.

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.

- 23.2 Meat Pension Employer Contributions - The Employer agrees to contribute to the National Industry Pension Fund, one hundred eighty-three dollars and fifty-two cents (\$183.52) per month for employees who work an average of twenty-eight (28) hours for the four (4) consecutive weeks immediately preceding the first of the month.

The part-time contribution rate will be one-half (½) of the full-time contribution rate for Associates hired on or before December 11, 1989 working 16-27 hours for the four (4) consecutive weeks immediately preceding the first of the month.

The contributions under this section shall be payable by the tenth (10th) day of each month for Associates hired on or before December 11, 1989.

- a) Continuation of Payments – In case of compensable injury, the Employer shall make six (6) months contributions including the month in which such compensable injury occurs.
- b) In case of illness or pregnancy, the Employer shall make two (2) monthly contributions after the month in which the illness occurs or after the month in which the Associate begins her pregnancy leave of absence.
- c) In case of non-compensable injury, the Employer shall make one (1) monthly contribution after the month in which the illness or injury occurs.
- d) In case of termination, the Employer shall make one (1) monthly contribution after the month in which the termination occurs.

Paragraphs (a) through (d) do not apply to Associates hired after December 11, 1989.

It is understood as of ratification, meat employees hired after December 11, 1989, pension contributions will be made consistent with the grocery clerk's pension tier schedule into Central Ohio Pension Fund in accordance with paragraph 23.1 above.

Jointly Administered Meat Pension Fund – 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 Associates of the Employer, as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan, and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from, shall be paid out of the Pension Fund.

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

It is understood that the “jointly administered Employer-Union Pension Fund” referred to in Section 23.2 above shall be the United Food and Commercial Workers International Union-Industry Pension Fund.

- 23.3 The above said Pension Plan and the Trust Agreement establishing the Pension Trust Funds 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 normal rate of pay of any Associate.
- 23.4 Articles 23.1 to 23.4 do not apply to Drug/GM Associates. Drug/GM Associates will continue to be covered under Company sponsored pension plans and changes thereto.

ARTICLE 24. EXPIRATION

24.1 This Agreement shall be effective October 5, 2013 and shall continue through June 16, 2018 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 June 16, 2018 or any June 16 thereafter of a desire for termination of or changes in this Agreement. Changes will become effective the first full week of operation after October 5, 2013 except as otherwise specified herein.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 27th day of August 2014.

FOR THE UNION:
UFCW UNION LOCAL 75

FOR THE EMPLOYER:
THE KROGER COMPANY
CINCINNATI/DAYTON KMA

Lesonia Wyatt

Scott Adkins

Kami Yawey

Deanna S. Clefenger

Roberta Brewer

James L. Whaley

Karen Beduszkaus

Christopher Pucin

Stephanie R. Hume

Steve Cullter

Karen Bawn

Bridget Kelly

James P. Kelly

Shayla Bond

Melinda Edwards

Dorey Mueller

Steven J. Loeffler

Steven J. Loeffler, Regional VP of Labor Relations

Richard Thompson

Richard Thompson, VP of Merchandising

Scott Hendricks

Scott Hendricks, VP of Operations

Sean Powderly

Sean Powderly, Controller

Christy Williams

Christy Williams, Human Resource Manager

Steven Yancey

Steven Yancey, Director of Healthcare and Labor Strategy

Steven Springer

Steven Springer, Labor Healthcare Analysis Manager

Andy Uhlenbrock

Andy Uhlenbrock, Labor Manager

Nick Raye

Nick Raye, Labor Manager

Lynn Hailey

Lynn Hailey, Senior Associate Communications Manager

John Wright

John Wright, Associate Communications Manager

APPENDIX A: WAGES

A.1 Rates of Pay - Rates of pay as set forth in Appendix "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages.

No Associate's rate shall be reduced as a result of the signing of this Agreement.

Previous Experience: Previous, proven retail experience from the date of present employment shall be the basis for the determination of the Associate's rate of pay. However, an Associate's rate will not exceed the top rate negotiated for the Associate's classification.

1. Previous experience must be shown on the employment application; or otherwise documented in writing.
2. The Employer will notify the Union, in writing, when an Associate is a candidate for previous experience credit, stating the Associate's classification, rate of pay, and the reason for recognizing special aptitude.
3. Experience Credit Guidelines
 - a) Credits are done in terms of months, not money per hour (i.e., grant Associate 18 months experience credit rather than .50¢ per hour experience credit.).
 - b) Experience must be job-related and must be shown on the employment application.
 - c) Experience credit will not exceed the months of actual experience shown on the application.
 - d) Store Managers will be responsible for submitting requests for credit to Human Resources. Such requests will be made at the time a new Associate is hired or within one (1) year of hire date and will be accompanied by a copy of the new hire's application showing relevant experience.
 - e) Experience credit will be applied when approved by Human Resources. The Company may review experience credit within one (1) year of an Associate's date of hire, with a retroactive limit of 60 days of pay.
 - f) All Associates who have completed their probationary period shall be eligible for a one-time merit increase based on overall documented performance. Such an increase may be a maximum of two levels from the Associate's current rate within the Associate's current pay bracket. No one-time merit increase can exceed the top rate of the classification.

A.2 New Job Classification - Rates of pay shall be established and shall become part of Appendix "A" attached hereto for any new job classification which involves new job duties, responsibilities or skills which may hereafter be established and which job classifications are not now covered by Appendix "A."

The Employer agrees to notify in advance and negotiate with the Union the rate of pay for the new job classification.

A.3 Department Head/Assistant Department Head/Lead Relief - Associates assigned to relieve a classified position as defined in Appendix "A" Wages for one week or more shall receive the appropriate hourly rate for the all work performed at this position. This provision shall also apply to relief required for a full midweek to midweek vacation.

The Employer may disqualify an Associate from the award of relief duties if the Employer demonstrates justifiable reasons why such Associate should be disqualified.

A.4 Other Work - Associates shall perform any work in and about the store and on or around the premises connected with or incidental to the operation of the Employer's retail establishment which may be assigned by the Store Manager or

District Manager, except as otherwise provided for in Appendix "B" - Job Descriptions.

It is further understood that, when an Associate is assigned to a job with a lesser rate, they shall be entitled to their regular rate of pay unless the Associate is permanently assigned to a job with a lesser rate of pay.

A.5 Progression Increases - Progression increases in pay rate which are effective Sunday, Monday, Tuesday or Wednesday of the current week shall be effective for all hours worked in the current week. Progression increases in pay rate which are effective Thursday, Friday or Saturday of the current week shall be effective the following week.

A.6 Any Associate in the clerk classification who changes from Status 4 to Status 1 or Status 3 shall receive the rate in the full-time clerk progression scheduled based upon the Associate's length of service in the clerk classification. Any Associate who changes from Status 1 or Status 3 clerk to Status 4 clerk shall receive not less than the Status 1 or Status 3 clerk rate established by length of service within the clerk classification.

Any Associate promoted to a higher paid classification will receive the next highest rate of pay in that classification in the Status 4/Status 1 or Status 3 classification whichever is applicable at the time promotion takes place.

A.7 The following number of Assistant Front-End Managers will be utilized within these store volume brackets:

0 - \$150,000	One (1)
\$150,001 - \$250,000	Two (2)
\$250,001 - and over	Three (3)

A.8 All wage rates based on store volume as provided for in this Appendix "A" will be determined by establishing the average weekly store sales over the prior calendar year (52 weeks) effective the first week of the first period. The calculation of sales volume brackets for all departments will not include fuel sales.

In new or remodeled stores, the average weekly sales for the first twelve (12) weeks, excluding the first two (2) weeks, the third (3rd) through the fourteenth (14th) week will be used. The sales reclassification pay, if any, will take effect on the first day of the first week.

The Head Grocery Clerk, Head Produce Clerk, Front End Manager, Meat Department Manager, Deli/Bakery Manager and Drug/GM Manager, Red-Circled Head Non-Foods (if applicable) in stores with an average sales volume of one (1) million or more per week excluding fuels sales will receive an additional premium of fifty cents (.50¢) per hour on their rate. This will only be given to one of each of the above listed positions per store.

The Head Dairy, Head Frozen, Night Leader, Assistant Head Produce, Assistant Front End Manager, Assistant Meat Manager, Seafood Manager, Assistant Deli Manager, Assistant Drug/GM Manager, Lead Baker, Lead Floral in stores with an average sales volume of one (1) million dollars or more per week excluding fuels sales will receive an additional premium of twenty-five cents (.25¢) per hour on their rate.

The Lead Salad Bar, Cosmetician 1, Lead Liquor, Lead Coffee, Lead Back Door Receiver, Lead File Maintenance Clerk in stores with an average sales volume of one (1) million dollars or more per week excluding fuels sales will receive an additional premium of fifteen cents (.15¢) per hour on their rate. The above classifications, in stores with an average sales volume of one and a half million dollars or more per week, excluding fuel sales, shall receive an additional 15 cents (.15¢) per hour (in addition to the million dollar premium) on their rate.

A.9 Night premiums as provided for in Article 9, Section 9.6 will not be applicable to the Head Night Lead Clerk classification.

- A.10 There shall be one Head Grocery Clerk, one Head Produce Clerk, one Front-End Manager, one Head Dairy Clerk, one Head Frozen Food Clerk, one Head Non-Food Clerk (if applicable) or one Drug/GM Department Head, one Head Night Lead Clerk, one Assistant Head Produce Clerk, Lead Floral Clerk, Lead Salad Bar Clerk, Lead Liquor Shop Clerk, Lead Coffee Shop Clerk, Lead File Maintenance Clerk, one Lead Back Door Receiver in each store for the volumes indicated in each of the classifications, and one Lead Fuel Clerk in each store with a fuel center. There shall also be one Meat Department Manager, one Assistant Meat Department Manager, one Head Deli Clerk, one Lead Seafood Clerk, one Lead Baker, one Cheesemaster in stores with a Murray's Cheese Shop and one Assistant Head Deli Clerk in each store for the volumes indicated in each of the classifications (if applicable). For training purposes, more than one Department Head or Assistant Department Head may be assigned to a department for a maximum of four (4) weeks. This paragraph does not apply to new store openings or major resets.

The Employer may appoint additional Department Heads and Assistants as follows:

An average of one (1) per store per District in total. Example: In a District with fourteen (14) stores, the Employer may appoint up to fourteen (14) additional Department Heads and/or Assistant Department Heads.

In stores with an average annual sales volume of \$250,000 per week or less, the Employer shall maintain a Department Head in Meat, Grocery, Produce, Front-End, and Deli/Bakery. The appointment of other Department Heads and Assistant Department Heads is at the option of the Company. No present Department Head or Assistant Department Head will be reduced in their classification or forced to transfer solely because of this change.

- A.11 Assistant Deli Managers and Lead Bakers whose rate of pay (base rate plus current contract premium of \$1.00 in stores with volumes less than \$500,000 and \$1.25 in stores with volumes more than \$500,000) exceeds the new classified rate for their job will be grandfathered and will receive their base rate plus premium adjusted for contract increases to the base rate until such time as the classified rate exceeds their personal rate.

APPENDIX A-1: CINCINNATI AREA WAGE RATES

CLASSIFICATION	Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
Head Grocery, Head Produce, Front End Manager, Deli Manager Total Store Sales excluding Fuel						
\$200,000 and less	\$18.02	\$0.30 \$0.00 \$18.32	\$0.00 \$0.00 \$18.32	\$0.30 \$0.00 \$18.62	\$0.30 \$0.00 \$18.92	\$0.30 \$0.00 \$19.22
\$200,001 - \$400,000	\$18.17	\$0.30 \$0.00 \$18.47	\$0.00 \$0.00 \$18.47	\$0.30 \$0.00 \$18.77	\$0.30 \$0.00 \$19.07	\$0.30 \$0.00 \$19.37
\$400,001 - \$600,000	\$18.35	\$0.30 \$0.00 \$18.65	\$0.00 \$0.00 \$18.65	\$0.30 \$0.00 \$18.95	\$0.30 \$0.00 \$19.25	\$0.30 \$0.00 \$19.55
\$600,001 - \$700,000	\$18.45	\$0.30 \$0.00 \$18.75	\$0.00 \$0.00 \$18.75	\$0.30 \$0.00 \$19.05	\$0.30 \$0.00 \$19.35	\$0.30 \$0.00 \$19.65
\$700,001 - \$1,000,000	\$18.55	\$0.30 \$0.00 \$18.85	\$0.00 \$0.00 \$18.85	\$0.30 \$0.00 \$19.15	\$0.30 \$0.00 \$19.45	\$0.30 \$0.00 \$19.75
\$1,000,001 - \$1,500,000	\$19.05	\$0.30 \$0.00 \$19.35	\$0.00 \$0.00 \$19.35	\$0.30 \$0.00 \$19.65	\$0.30 \$0.00 \$19.95	\$0.30 \$0.00 \$20.25
\$1,500,001 +	\$19.20	\$0.30 \$0.00 \$19.50	\$0.00 \$0.00 \$19.50	\$0.30 \$0.00 \$19.80	\$0.30 \$0.00 \$20.10	\$0.30 \$0.00 \$20.40

Head Dairy, Head Frozen Food, Head Non-Food Total Store Sales excluding Fuel						
\$200,000 and less	\$17.00	\$0.30 \$0.00 \$17.30	\$0.00 \$0.00 \$17.30	\$0.30 \$0.00 \$17.60	\$0.30 \$0.00 \$17.90	\$0.30 \$0.00 \$18.20
\$200,001 - \$400,000	\$17.10	\$0.30 \$0.00 \$17.40	\$0.00 \$0.00 \$17.40	\$0.30 \$0.00 \$17.70	\$0.30 \$0.00 \$18.00	\$0.30 \$0.00 \$18.30
\$400,001 - \$600,000	\$17.25	\$0.30 \$0.00 \$17.55	\$0.00 \$0.00 \$17.55	\$0.30 \$0.00 \$17.85	\$0.30 \$0.00 \$18.15	\$0.30 \$0.00 \$18.45
\$600,001 - \$700,000	\$17.30	\$0.30 \$0.00 \$17.60	\$0.00 \$0.00 \$17.60	\$0.30 \$0.00 \$17.90	\$0.30 \$0.00 \$18.20	\$0.30 \$0.00 \$18.50
\$700,001 - \$1,000,000	\$17.40	\$0.30 \$0.00 \$17.70	\$0.00 \$0.00 \$17.70	\$0.30 \$0.00 \$18.00	\$0.30 \$0.00 \$18.30	\$0.30 \$0.00 \$18.60
\$1,000,001 - \$1,500,000	\$17.65	\$0.30 \$0.00 \$17.95	\$0.00 \$0.00 \$17.95	\$0.30 \$0.00 \$18.25	\$0.30 \$0.00 \$18.55	\$0.30 \$0.00 \$18.85
\$1,500,001 +	\$17.80	\$0.30 \$0.00 \$18.10	\$0.00 \$0.00 \$18.10	\$0.30 \$0.00 \$18.40	\$0.30 \$0.00 \$18.70	\$0.30 \$0.00 \$19.00

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Head Night Clerk Total Store Sales excluding Fuel
\$200,000 and less
\$200,001 - \$400,000
\$400,001 - \$600,000
\$600,001 - \$700,000
\$700,001 - \$1,000,000
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$17.46	\$0.30 \$0.00 \$17.76	\$0.00 \$0.00 \$17.76	\$0.30 \$0.00 \$18.06	\$0.30 \$0.00 \$18.36	\$0.30 \$0.00 \$18.66
\$17.60	\$0.30 \$0.00 \$17.90	\$0.00 \$0.00 \$17.90	\$0.30 \$0.00 \$18.20	\$0.30 \$0.00 \$18.50	\$0.30 \$0.00 \$18.80
\$17.65	\$0.30 \$0.00 \$17.95	\$0.00 \$0.00 \$17.95	\$0.30 \$0.00 \$18.25	\$0.30 \$0.00 \$18.55	\$0.30 \$0.00 \$18.85
\$17.75	\$0.30 \$0.00 \$18.05	\$0.00 \$0.00 \$18.05	\$0.30 \$0.00 \$18.35	\$0.30 \$0.00 \$18.65	\$0.30 \$0.00 \$18.95
\$17.85	\$0.30 \$0.00 \$18.15	\$0.00 \$0.00 \$18.15	\$0.30 \$0.00 \$18.45	\$0.30 \$0.00 \$18.75	\$0.30 \$0.00 \$19.05
\$18.10	\$0.30 \$0.00 \$18.40	\$0.00 \$0.00 \$18.40	\$0.30 \$0.00 \$18.70	\$0.30 \$0.00 \$19.00	\$0.30 \$0.00 \$19.30
\$18.25	\$0.30 \$0.00 \$18.55	\$0.00 \$0.00 \$18.55	\$0.30 \$0.00 \$18.85	\$0.30 \$0.00 \$19.15	\$0.30 \$0.00 \$19.45

Asst. Front End Mgr. Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$16.79	\$0.30 \$0.00 \$17.09	\$0.00 \$0.00 \$17.09	\$0.30 \$0.00 \$17.39	\$0.30 \$0.00 \$17.69	\$0.30 \$0.00 \$17.99
\$17.04	\$0.30 \$0.00 \$17.34	\$0.00 \$0.00 \$17.34	\$0.30 \$0.00 \$17.64	\$0.30 \$0.00 \$17.94	\$0.30 \$0.00 \$18.24
\$17.19	\$0.30 \$0.00 \$17.49	\$0.00 \$0.00 \$17.49	\$0.30 \$0.00 \$17.79	\$0.30 \$0.00 \$18.09	\$0.30 \$0.00 \$18.39

Lead Floral Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$16.83	\$0.30 \$0.00 \$17.13	\$0.00 \$0.00 \$17.13	\$0.30 \$0.00 \$17.43	\$0.30 \$0.00 \$17.73	\$0.30 \$0.00 \$18.03
\$17.08	\$0.30 \$0.00 \$17.38	\$0.00 \$0.00 \$17.38	\$0.30 \$0.00 \$17.68	\$0.30 \$0.00 \$17.98	\$0.30 \$0.00 \$18.28
\$17.23	\$0.30 \$0.00 \$17.53	\$0.00 \$0.00 \$17.53	\$0.30 \$0.00 \$17.83	\$0.30 \$0.00 \$18.13	\$0.30 \$0.00 \$18.43

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Asst. Produce Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$16.79	\$0.30 \$0.00 \$17.09	\$0.00 \$0.00 \$17.09	\$0.30 \$0.00 \$17.39	\$0.30 \$0.00 \$17.69	\$0.30 \$0.00 \$17.99
\$17.04	\$0.30 \$0.00 \$17.34	\$0.00 \$0.00 \$17.34	\$0.30 \$0.00 \$17.64	\$0.30 \$0.00 \$17.94	\$0.30 \$0.00 \$18.24
\$17.19	\$0.30 \$0.00 \$17.49	\$0.00 \$0.00 \$17.49	\$0.30 \$0.00 \$17.79	\$0.30 \$0.00 \$18.09	\$0.30 \$0.00 \$18.39

Food Clerks (Hired before 2/17/82)

\$16.23	\$0.30 \$0.00 \$16.53	\$0.00 \$0.00 \$16.53	\$0.30 \$0.00 \$16.83	\$0.30 \$0.00 \$17.13	\$0.30 \$0.00 \$17.43
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Food Clerks (hired after 2/17/82)
First 175 hours
Next 350 hours
Next 500 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 750 hours
Next 750 hours
Next 750 hours (Bagger top out)
Next 750 hours
Next 750 hours
Next 750 hours*
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.95	\$0.00 \$0.05 \$8.00	\$0.00 \$0.15 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.95	\$0.00 \$0.10 \$8.05	\$0.00 \$0.15 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.15 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$7.95	\$0.00 \$0.20 \$8.15	\$0.00 \$0.15 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$7.95	\$0.00 \$0.25 \$8.20	\$0.00 \$0.15 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$7.95	\$0.00 \$0.30 \$8.25	\$0.00 \$0.15 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
\$8.05	\$0.00 \$0.25 \$8.30	\$0.00 \$0.15 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.10 \$8.60	\$0.00 \$0.10 \$8.70	\$0.00 \$0.20 \$8.90
\$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.20 \$9.00	\$0.00 \$0.20 \$9.20	\$0.00 \$0.30 \$9.50
\$9.60	\$0.00 \$0.00 \$9.60	\$0.00 \$0.00 \$9.60	\$0.00 \$0.10 \$9.70	\$0.00 \$0.10 \$9.80	\$0.00 \$0.10 \$9.90
\$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.05 \$10.05	\$0.00 \$0.05 \$10.10	\$0.00 \$0.10 \$10.20
\$10.50	\$0.00 \$0.00 \$10.50	\$0.00 \$0.00 \$10.50	\$0.00 \$0.05 \$10.55	\$0.00 \$0.05 \$10.60	\$0.00 \$0.10 \$10.70
\$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.05 \$11.05	\$0.00 \$0.05 \$11.10	\$0.00 \$0.10 \$11.20
\$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75
\$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30
\$13.85	\$0.30 \$0.00 \$14.15	\$0.00 \$0.00 \$14.15	\$0.30 \$0.00 \$14.45	\$0.30 \$0.00 \$14.75	\$0.30 \$0.00 \$15.05

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Coffee Shop Clerks

Clerks move through Food Clerk progression to top rate at ratification for Food Clerks hired before 2/17/82

Top Rate
\$14.25

Salad Bar and Floral Shoppe

First 175 hours	\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
Next 350 hours	\$7.95	\$0.00 \$0.05 \$8.00	\$0.00 \$0.15 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
Next 350 hours	\$7.95	\$0.00 \$0.10 \$8.05	\$0.00 \$0.15 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
Next 600 hours	\$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.15 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
Next 600 hours	\$7.95	\$0.00 \$0.20 \$8.15	\$0.00 \$0.15 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
Next 600 hours	\$7.95	\$0.00 \$0.25 \$8.20	\$0.00 \$0.15 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
Next 1000 hours	\$7.95	\$0.00 \$0.30 \$8.25	\$0.00 \$0.15 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
Next 1000 hours	\$8.05	\$0.00 \$0.25 \$8.30	\$0.00 \$0.15 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
Next 1000 hours	\$8.15	\$0.00 \$0.20 \$8.35	\$0.00 \$0.15 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
Next 1000 hours	\$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.15 \$8.55	\$0.00 \$0.00 \$8.55	\$0.00 \$0.20 \$8.75	\$0.00 \$0.05 \$8.80
Next 1000 hours	\$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.37 \$9.02	\$0.00 \$0.38 \$9.40
Next 1000 hours	\$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.35 \$9.40	\$0.00 \$0.35 \$9.75
Thereafter	\$9.95	\$0.30 \$0.00 \$10.25	\$0.00 \$0.00 \$10.25	\$0.30 \$0.00 \$10.55	\$0.30 \$0.30 \$11.15	\$0.30 \$0.30 \$11.75

Floor Maintenance

First 600 hours	\$7.85	\$0.00 \$0.00 \$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
Next 600 hours	\$8.00	\$0.00 \$0.00 \$8.00	\$0.00 \$0.15 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
Next 600 hours	\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
Next 600 hours	\$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00
Next 600 hours	\$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50
Next 600 hours	\$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85
Next 600 hours	\$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00
Thereafter	\$11.05	\$0.30 \$0.00 \$11.35	\$0.00 \$0.00 \$11.35	\$0.30 \$0.00 \$11.65	\$0.30 \$0.00 \$11.95	\$0.30 \$0.00 \$12.25

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Sacker and Demo

Upon ratification, Associates currently moving through Sacker and Demo progression will be moved to the post Feb. 17, 1982 Clerk scale.

Upon ratification, all top rated baggers will move to \$8.80 rate.

Meat Dept. Manager Total Store Sales excluding Fuel
\$200,000 and less
\$200,001 - \$400,000
\$400,001 - \$600,000
\$600,001 - \$700,000
\$700,001 - \$1,000,000
\$1,000,001 - \$1,500,000
\$1,500,001 +

	\$0.30 \$0.00	\$0.00 \$0.00	\$0.30 \$0.00	\$0.30 \$0.13	\$0.30 \$0.23
\$19.13	\$19.43	\$19.43	\$19.73	\$20.16	\$20.69
\$19.43	\$19.73	\$19.73	\$20.03	\$20.43	\$20.94
\$19.70	\$20.00	\$20.00	\$20.55	\$20.95	\$21.44
\$20.03	\$20.33	\$20.33	\$20.63	\$21.03	\$21.54
\$20.43	\$20.73	\$20.73	\$21.03	\$21.33	\$21.64
\$20.93	\$21.23	\$21.23	\$21.53	\$21.83	\$22.14
\$21.08	\$21.38	\$21.38	\$21.68	\$21.98	\$22.29

Asst. Meat Dept. Manager Total Store Sales excluding Fuel
\$200,000 and less
\$200,001 - \$400,000
\$400,001 - \$600,000
\$600,001 - \$700,000
\$700,001 - \$1,000,000
\$1,000,001 - \$1,500,000
\$1,500,001 +

	\$0.30 \$0.00	\$0.00 \$0.00	\$0.30 \$0.00	\$0.30 \$0.25	\$0.30 \$0.26
\$18.13	\$18.43	\$18.43	\$18.73	\$19.28	\$19.84
\$18.18	\$18.48	\$18.48	\$18.78	\$19.33	\$19.94
\$18.23	\$18.53	\$18.53	\$18.83	\$19.38	\$20.04
\$18.33	\$18.63	\$18.63	\$18.93	\$19.48	\$20.14
\$18.43	\$18.73	\$18.73	\$19.03	\$19.58	\$20.24
\$18.68	\$18.98	\$18.98	\$19.28	\$19.83	\$20.49
\$18.83	\$19.13	\$19.13	\$19.43	\$19.98	\$20.64

Journeyman (cancels letter of understanding)
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	\$0.30 \$0.00	\$0.00 \$0.00	\$0.30 \$0.11	\$0.30 \$0.00	\$0.30 \$0.00
\$17.73	\$18.03	\$18.03	\$18.44	\$18.74	\$19.04

Clerk Cutter Premium

\$1.50	No Change	No Change	No Change	No Change	No Change
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CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Lead Seafood Clerk Total Store Sales excluding Fuel

\$200,000 and less
\$200,001 - \$400,000
\$400,001 - \$600,000
\$600,001 - \$700,000
\$700,001 - \$1,000,000
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$14.85	\$0.30 \$0.00 \$15.15	\$0.00 \$0.00 \$15.15	\$0.30 \$0.00 \$15.45	\$0.30 \$0.00 \$15.75	\$0.30 \$0.00 \$16.05
\$15.15	\$0.30 \$0.00 \$15.45	\$0.00 \$0.00 \$15.45	\$0.30 \$0.00 \$15.75	\$0.30 \$0.00 \$16.05	\$0.30 \$0.00 \$16.35
\$15.35	\$0.30 \$0.00 \$15.65	\$0.00 \$0.00 \$15.65	\$0.30 \$0.00 \$15.95	\$0.30 \$0.00 \$16.25	\$0.30 \$0.00 \$16.55
\$15.55	\$0.30 \$0.00 \$15.85	\$0.00 \$0.00 \$15.85	\$0.30 \$0.00 \$16.15	\$0.30 \$0.00 \$16.45	\$0.30 \$0.00 \$16.75
\$15.75	\$0.30 \$0.00 \$16.05	\$0.00 \$0.00 \$16.05	\$0.30 \$0.00 \$16.35	\$0.30 \$0.00 \$16.65	\$0.30 \$0.00 \$16.95
\$16.00	\$0.30 \$0.00 \$16.30	\$0.00 \$0.00 \$16.30	\$0.30 \$0.00 \$16.60	\$0.30 \$0.00 \$16.90	\$0.30 \$0.00 \$17.20
\$16.15	\$0.30 \$0.00 \$16.45	\$0.00 \$0.00 \$16.45	\$0.30 \$0.00 \$16.75	\$0.30 \$0.00 \$17.05	\$0.30 \$0.00 \$17.35

Asst. Head Deli, Lead Baker, Cheesemaster Total Store Sales excluding Fuel
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\$1,000,000 and less
\$1,000,001 - \$1,500,000
\$1,500,001 +

Upon ratification, Dayton Asst. Head Deli go to new combined rate.

\$15.40	\$0.30 \$0.00 \$15.70	\$0.00 \$0.00 \$15.70	\$0.30 \$0.50 \$16.50	\$0.30 \$0.50 \$17.30	\$0.30 \$0.56 \$18.16
\$15.65	\$0.30 \$0.00 \$15.95	\$0.00 \$0.00 \$15.95	\$0.30 \$0.50 \$16.75	\$0.30 \$0.50 \$17.55	\$0.30 \$0.56 \$18.41
\$15.80	\$0.30 \$0.00 \$16.10	\$0.00 \$0.00 \$16.10	\$0.30 \$0.50 \$16.90	\$0.30 \$0.50 \$17.70	\$0.30 \$0.56 \$18.56

Seafood and Service Meat

Upon ratification, Associates move to post-Feb. 27, 1982 Food Clerk rate.

Deli Clerks (hired before 11/9/81)

This wage scale will be combined with pre-81 Meat Clerk rate effective June 2018.

\$14.85	\$0.30 \$0.00 \$15.15	\$0.00 \$0.00 \$15.15	\$0.30 \$0.46 \$15.91	\$0.30 \$0.46 \$16.67	\$0.30 \$0.46 \$17.43
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Deli Clerks (hired after 11/9/81)
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Upon ratification, Associates move to post-Feb. 27, 1982 Food Clerk rate.

Lead Coffee Shop

Ratification	After 1000 hours	Thereafter
\$12.30	\$14.25	\$14.25

Head Drug / GM Total Store Sales excluding Fuel

All store volume brackets less than \$1,000,000 combined into one bracket. Associates will move to combined rate.

\$1,000,000 and less
\$1,000,001 - \$1,500,000
\$1,500,001 +

\$15.05	\$0.30 \$0.25 \$15.60	\$0.00 \$0.00 \$15.60	\$0.30 \$0.25 \$16.15	\$0.30 \$0.25 \$16.70	\$0.30 \$0.25 \$17.25
\$15.55	\$0.30 \$0.25 \$16.10	\$0.00 \$0.00 \$16.10	\$0.30 \$0.25 \$16.65	\$0.30 \$0.25 \$17.20	\$0.30 \$0.25 \$17.75
\$15.70	\$0.30 \$0.25 \$16.25	\$0.00 \$0.00 \$16.25	\$0.30 \$0.25 \$16.80	\$0.30 \$0.25 \$17.35	\$0.30 \$0.25 \$17.90

CLASSIFICATION	Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
Cosmetician I Total Store Sales excluding Fuel	<i>Cosmetician rates red-circled. Upon ratification, Cosmeticians will be considered Asst. Head Drug/GM.</i>					
\$999,999 and less	\$13.05	\$13.60	\$13.60	\$14.15	\$14.70	\$15.25
\$1,000,000 +	\$13.20	\$13.75	\$13.75	\$14.30	\$14.85	\$15.40
Asst. Head Drug/GM hired before to 6/4/87 Total Store Sales excluding Fuel						
\$1,000,000 and less	\$12.40	\$12.95	\$12.95	\$13.50	\$14.05	\$14.60
\$1,000,001 - \$1,500,000	\$12.65	\$13.20	\$13.20	\$13.75	\$14.30	\$14.85
\$1,500,001 +	\$12.80	\$13.35	\$13.35	\$13.90	\$14.45	\$15.00
Asst. Head Drug/GM hired after 6/4/87 Total Store Sales excluding Fuel						
\$1,000,000 and less	\$11.35	\$11.90	\$11.90	\$12.45	\$13.00	\$13.55
\$1,000,001 - \$1,500,000	\$11.85	\$12.40	\$12.40	\$12.95	\$13.50	\$14.05
\$1,500,001 +	\$12.00	\$12.55	\$12.55	\$13.10	\$13.65	\$14.20
Drug GM Clerks hired before 6/4/87	\$11.65	\$11.95	\$11.95	\$12.25	\$12.55	\$12.85

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Drug/GM Clerks
First 175 hours
Next 350 hours
Next 500 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 800 hours
Next 800 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours*
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.95	\$0.05 \$0.00 \$8.00	\$0.00 \$0.15 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.95	\$0.00 \$0.10 \$8.05	\$0.00 \$0.15 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.15 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$7.95	\$0.00 \$0.20 \$8.15	\$0.00 \$0.15 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$7.95	\$0.00 \$0.25 \$8.20	\$0.00 \$0.15 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$7.95	\$0.00 \$0.30 \$8.25	\$0.00 \$0.15 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
\$8.05	\$0.00 \$0.25 \$8.30	\$0.00 \$0.15 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
\$8.15	\$0.00 \$0.20 \$8.35	\$0.00 \$0.15 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
\$8.25	\$0.00 \$0.15 \$8.40	\$0.00 \$0.15 \$8.55	\$0.00 \$0.00 \$8.55	\$0.00 \$0.00 \$8.55	\$0.00 \$0.10 \$8.65
\$8.35	\$0.00 \$0.10 \$8.45	\$0.00 \$0.15 \$8.60	\$0.00 \$0.00 \$8.60	\$0.00 \$0.00 \$8.60	\$0.00 \$0.15 \$8.75
\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.15 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.20 \$8.85
\$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.25 \$9.00
\$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.25 \$9.30
\$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50
\$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75
\$10.60	\$0.30 \$0.00 \$10.90	\$0.00 \$0.00 \$10.90	\$0.30 \$0.00 \$11.20	\$0.30 \$0.00 \$11.50	\$0.30 \$0.00 \$11.80

CLASSIFICATION
Full Time Liquor Shop
First 350 hours
Next 350 hours
Next 600 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
\$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$8.95	\$0.00 \$0.00 \$8.95	\$0.00 \$0.00 \$8.95	\$0.00 \$0.00 \$8.95	\$0.00 \$0.00 \$8.95	\$0.00 \$0.00 \$8.95
\$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80
\$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70
\$11.70	\$0.00 \$0.00 \$11.70	\$0.00 \$0.00 \$11.70	\$0.00 \$0.00 \$11.70	\$0.00 \$0.00 \$11.70	\$0.00 \$0.00 \$11.70
\$12.80	\$0.00 \$0.00 \$12.80	\$0.00 \$0.00 \$12.80	\$0.00 \$0.00 \$12.80	\$0.00 \$0.00 \$12.80	\$0.00 \$0.00 \$12.80
\$13.25	\$0.00 \$0.00 \$13.25	\$0.00 \$0.00 \$13.25	\$0.00 \$0.00 \$13.25	\$0.00 \$0.00 \$13.25	\$0.00 \$0.00 \$13.25
\$13.90	\$0.00 \$0.00 \$13.90	\$0.00 \$0.00 \$13.90	\$0.00 \$0.00 \$13.90	\$0.00 \$0.00 \$13.90	\$0.00 \$0.00 \$13.90
\$14.50	\$0.00 \$0.00 \$14.50	\$0.00 \$0.00 \$14.50	\$0.00 \$0.00 \$14.50	\$0.00 \$0.00 \$14.50	\$0.00 \$0.00 \$14.50
\$15.45	\$0.30 \$0.00 \$15.75	\$0.00 \$0.00 \$15.75	\$0.30 \$0.00 \$16.05	\$0.30 \$0.00 \$16.35	\$0.30 \$0.00 \$16.65

CLASSIFICATION
Part-Time Liquor Shop
First 175 hours
Next 350 hours
Next 350 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.85	\$0.00 \$0.00 \$7.95	<i>\$0.00</i> <i>\$0.15</i> \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.85	\$0.15 \$0.00 \$8.00	<i>\$0.00</i> <i>\$0.15</i> \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.85	\$0.20 \$0.00 \$8.05	<i>\$0.00</i> <i>\$0.15</i> \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$7.85	\$0.25 \$0.00 \$8.10	<i>\$0.00</i> <i>\$0.15</i> \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$7.85	\$0.30 \$0.00 \$8.15	<i>\$0.00</i> <i>\$0.15</i> \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$8.20	\$0.00 \$0.00 \$8.20	<i>\$0.00</i> <i>\$0.15</i> \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$8.70	\$0.00 \$0.00 \$8.70	<i>\$0.00</i> <i>\$0.00</i> \$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70
\$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20
\$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80
\$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40
\$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00
\$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75
\$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30
\$12.70	\$0.30 \$0.00 \$13.00	\$0.00 \$0.00 \$13.00	\$0.30 \$0.00 \$13.30	\$0.30 \$0.00 \$13.60	\$0.30 \$0.00 \$13.90

CLASSIFICATION

Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
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Lead Salad Bar Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.25	No Change	No Change	No Change	No Change	No Change
\$0.40	No Change	No Change	No Change	No Change	No Change
\$0.55	No Change	No Change	No Change	No Change	No Change

Lead Coffee Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.25	No Change	No Change	No Change	No Change	No Change
\$0.40	No Change	No Change	No Change	No Change	No Change
\$0.55	No Change	No Change	No Change	No Change	No Change

File Maintenance Clerk Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change	No Change

Back Door Receiver Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change	No Change

Cheese Steward Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change	No Change

Wine Steward Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change	No Change

CLASSIFICATION	Cinti. Current	Cinti. 8/3/2014	Cinti. 1/1/2015	Cinti. 6/14/2015	Cinti. 6/12/2016	Cinti. 6/11/2017
Nutrition Clerk Premium Total Store Sales excluding Fuel						
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change	No Change
Cake Decorator Premium Total Store Sales excluding Fuel						
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change	No Change
Lead GM Premium (Marketplace) Total Store Sales excluding Fuel						
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change	No Change
Lead Liquor Premium KY only Total Store Sales excluding Fuel						
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change	No Change
Lead Fuel Clerk Total Store Sales excluding Fuel						
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change	No Change
Night Crew Premium	\$1.00	No Change	No Change	No Change	No Change	\$1.25

Experience Credit Cap*

Marketplace Cashier Cap deleted upon ratification

**Retro Lump Sum
Compensation**

Top Rated Full-Time \$450.00

Top Rated Part-Time \$225.00

Paid not later than September 1, 2014

APPENDIX A-1: CINCINNATI AREA WAGE RATES (KY/IN MIN. WAGE ADJUSTMENTS)

CLASSIFICATION	IN/KY Current	IN/KY 8/3/2014	IN/KY 1/4/2015	IN/KY 6/14/2015	IN/KY 6/12/2016	IN/KY 6/11/2017
Food Clerks (hired after 11/8/81)						
First 175 hours	\$7.40	\$0.00 \$0.00 \$7.40	\$0.00 \$0.70 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
Next 350 hours	\$7.45	\$0.00 \$0.00 \$7.45	\$0.00 \$0.70 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
Next 500hours	\$7.55	\$0.00 \$0.00 \$7.55	\$0.00 \$0.65 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
Next 600 hours	\$7.65	\$0.00 \$0.00 \$7.65	\$0.00 \$0.60 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
Next 600 hours	\$7.75	\$0.00 \$0.00 \$7.75	\$0.00 \$0.55 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
Next 600 hours	\$7.85	\$0.00 \$0.00 \$7.85	\$0.00 \$0.45 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
Next 600 hours	\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.45 \$8.40	\$0.00 \$0.05 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
Next 750 hours	\$8.05	\$0.00 \$0.00 \$8.05	\$0.00 \$0.40 \$8.45	\$0.00 \$0.05 \$8.50	\$0.00 \$0.05 \$8.55	\$0.00 \$0.00 \$8.55
Next 750 hours	\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.10 \$8.60	\$0.00 \$0.10 \$8.70	\$0.00 \$0.20 \$8.90
Next 750 hours (Bagger top out)	\$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.20 \$9.00	\$0.00 \$0.20 \$9.20	\$0.00 \$0.20 \$9.40
Next 750 hours	\$9.60	\$0.00 \$0.00 \$9.60	\$0.00 \$0.00 \$9.60	\$0.00 \$0.10 \$9.70	\$0.00 \$0.10 \$9.80	\$0.00 \$0.10 \$9.90
Next 750 hours	\$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.05 \$10.05	\$0.00 \$0.05 \$10.10	\$0.00 \$0.10 \$10.20
Next 750 hours*	\$10.50	\$0.00 \$0.00 \$10.50	\$0.00 \$0.00 \$10.50	\$0.00 \$0.05 \$10.55	\$0.00 \$0.05 \$10.60	\$0.00 \$0.10 \$10.70
Next 1000 hours	\$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.05 \$11.05	\$0.00 \$0.00 \$11.05	\$0.00 \$0.10 \$11.15
Next 1000 hours	\$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75
Next 1000 hours	\$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30
Thereafter	\$13.85	\$0.30 \$0.00 \$14.15	\$0.00 \$0.00 \$14.15	\$0.30 \$0.00 \$14.45	\$0.30 \$0.00 \$14.75	\$0.30 \$0.00 \$15.05

CLASSIFICATION

IN/KY Current	IN/KY 8/3/2014	IN/KY 1/4/2015	IN/KY 6/14/2015	IN/KY 6/12/2016	IN/KY 6/11/2017
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Salad Bar and Floral Shoppe
First 175 hours
Next 350 hours
Next 350 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.40	\$0.00 \$0.00 \$7.40	\$0.00 \$0.70 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.45	\$0.00 \$0.00 \$7.45	\$0.00 \$0.70 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.55	\$0.00 \$0.00 \$7.55	\$0.00 \$0.65 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$7.65	\$0.00 \$0.00 \$7.65	\$0.00 \$0.60 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$7.75	\$0.00 \$0.00 \$7.75	\$0.00 \$0.55 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$7.85	\$0.00 \$0.00 \$7.85	\$0.00 \$0.50 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.45 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
\$8.05	\$0.00 \$0.00 \$8.05	\$0.00 \$0.40 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
\$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.35 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
\$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.15 \$8.55	\$0.00 \$0.00 \$8.55	\$0.00 \$0.20 \$8.75	\$0.00 \$0.20 \$8.95
\$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.37 \$9.02	\$0.00 \$0.38 \$9.40
\$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.35 \$9.40	\$0.00 \$0.35 \$9.75
\$9.95	\$0.30 \$0.00 \$10.25	\$0.00 \$0.00 \$10.25	\$0.30 \$0.00 \$10.55	\$0.30 \$0.30 \$11.15	\$0.30 \$0.30 \$11.75

Floor Maintenance
First 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Thereafter

\$7.50	\$0.00 \$0.00 \$7.50	\$0.00 \$0.60 \$8.10	\$0.00 \$0.00 \$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.00 \$7.95
\$8.00	\$0.00 \$0.00 \$8.00	\$0.00 \$0.30 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
\$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00	\$0.00 \$0.00 \$9.00
\$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50
\$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85	\$0.00 \$0.00 \$9.85
\$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00	\$0.00 \$0.00 \$10.00
\$11.05	\$0.30 \$0.00 \$11.35	\$0.00 \$0.00 \$11.35	\$0.30 \$0.00 \$11.65	\$0.30 \$0.00 \$11.95	\$0.30 \$0.00 \$12.25

CLASSIFICATION	IN/KY Current	IN/KY 8/3/2014	IN/KY 1/4/2015	IN/KY 6/14/2015	IN/KY 6/12/2016	IN/KY 6/11/2017
Drug/GM Clerks						
First 175 hours	\$7.40	\$0.00 \$0.00 \$7.40	\$0.00 \$0.70 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
Next 350 hours	\$7.45	\$0.00 \$0.00 \$7.45	\$0.00 \$0.70 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
Next 500 hours	\$7.55	\$0.00 \$0.00 \$7.55	\$0.00 \$0.65 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
Next 600 hours	\$7.65	\$0.00 \$0.00 \$7.65	\$0.00 \$0.60 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
Next 600 hours	\$7.75	\$0.00 \$0.00 \$7.75	\$0.00 \$0.55 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
Next 600 hours	\$7.85	\$0.00 \$0.00 \$7.85	\$0.00 \$0.50 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
Next 600 hours	\$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.45 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.05 \$0.00 \$8.45
Next 800 hours	\$8.05	\$0.00 \$0.00 \$8.05	\$0.00 \$0.40 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.10 \$0.00 \$8.55
Next 800 hours	\$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.35 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.15 \$0.00 \$8.65
Next 1000 hours	\$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.30 \$8.55	\$0.00 \$0.00 \$8.55	\$0.00 \$0.00 \$8.55	\$0.25 \$0.00 \$8.80
Next 1000 hours	\$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.25 \$8.60	\$0.00 \$0.00 \$8.60	\$0.00 \$0.00 \$8.60	\$0.30 \$0.00 \$8.90
Next 1000 hours	\$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.15 \$8.65	\$0.00 \$0.00 \$8.65	\$0.00 \$0.00 \$8.65	\$0.35 \$0.00 \$9.00
Next 1000 hours*	\$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.00 \$0.00 \$8.75	\$0.25 \$0.00 \$9.00
Next 1000 hours	\$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.00 \$0.00 \$9.05	\$0.25 \$0.00 \$9.30
Next 1000 hours	\$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50	\$0.00 \$0.00 \$9.50
Next 1000 hours	\$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75
Thereafter	\$10.60	\$0.30 \$0.00 \$10.90	\$0.00 \$0.00 \$10.90	\$0.30 \$0.00 \$11.20	\$0.30 \$0.00 \$11.50	\$0.30 \$0.00 \$11.80

CLASSIFICATION	IN/KY Current	IN/KY 8/3/2014	IN/KY 1/4/2015	IN/KY 6/14/2015	IN/KY 6/12/2016	IN/KY 6/11/2017
Part-Time Liquor Shop						
First 175 hours	\$7.40	\$0.00 \$0.00 \$7.40	\$0.00 \$0.55 \$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.00 \$7.95	\$0.00 \$0.00 \$7.95
Next 350 hours	\$7.45	\$0.00 \$0.00 \$7.45	\$0.00 \$0.55 \$8.00	\$0.00 \$0.00 \$8.00	\$0.00 \$0.00 \$8.00	\$0.00 \$0.00 \$8.00
Next 350 hours	\$7.55	\$0.00 \$0.00 \$7.55	\$0.00 \$0.50 \$8.05	\$0.00 \$0.00 \$8.05	\$0.00 \$0.00 \$8.05	\$0.00 \$0.00 \$8.05
Next 600 hours	\$7.65	\$0.00 \$0.00 \$7.65	\$0.00 \$0.45 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
Next 600 hours	\$7.80	\$0.00 \$0.00 \$7.80	\$0.00 \$0.35 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
Next 600 hours	\$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
Next 600 hours	\$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70	\$0.00 \$0.00 \$8.70
Next 1000 hours	\$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20	\$0.00 \$0.00 \$9.20
Next 1000 hours	\$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80	\$0.00 \$0.00 \$9.80
Next 1000 hours	\$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40	\$0.00 \$0.00 \$10.40
Next 1000 hours	\$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00	\$0.00 \$0.00 \$11.00
Next 1000 hours	\$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75
Next 1000 hours	\$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30	\$0.00 \$0.00 \$12.30
Thereafter	\$12.70	\$0.30 \$0.00 \$13.00	\$0.00 \$0.00 \$13.00	\$0.30 \$0.00 \$13.30	\$0.30 \$0.00 \$13.60	\$0.30 \$0.00 \$13.90

Experience Credit Cap*

Marketplace Cashier Cap deleted upon ratification

Retro Compensation

Top Rated Full-Time \$450.00

Top Rated Part-Time \$225.00

Paid not later than September 1, 2014

APPENDIX A-2: DAYTON AREA WAGE RATES	Dayton	Dayton	Dayton	Dayton
CLASSIFICATION	Current	1/1/2015	6/14/2015	6/12/2016
				6/11/2017

Head Grocery, Head Produce, Front End Manager, Deli Manager
Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$18.02	\$0.00 \$0.00	\$0.25 \$0.20	\$0.25 \$0.20	\$0.30 \$0.00
	\$18.02	\$18.47	\$18.92	\$19.22
\$18.49	\$0.00 \$0.00	\$0.25 \$0.08	\$0.25 \$0.00	\$0.30 \$0.00
	\$18.49	\$18.82	\$19.07	\$19.37
\$18.69	\$0.00 \$0.00	\$0.25 \$0.06	\$0.25 \$0.00	\$0.30 \$0.00
	\$18.69	\$19.00	\$19.25	\$19.55
\$18.79	\$0.00 \$0.00	\$0.25 \$0.06	\$0.25 \$0.00	\$0.30 \$0.00
	\$18.79	\$19.10	\$19.35	\$19.65
\$18.89	\$0.00 \$0.00	\$0.25 \$0.06	\$0.25 \$0.00	\$0.30 \$0.00
	\$18.89	\$19.20	\$19.45	\$19.75
\$19.39	\$0.00 \$0.00	\$0.25 \$0.06	\$0.25 \$0.00	\$0.30 \$0.00
	\$19.39	\$19.70	\$19.95	\$20.25
\$19.54	\$0.00 \$0.00	\$0.25 \$0.06	\$0.25 \$0.00	\$0.30 \$0.00
	\$19.54	\$19.85	\$20.10	\$20.40

Head Dairy, Head Frozen Food, Head Non-Food
Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$17.29	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$17.29	\$17.59	\$17.90	\$18.20
\$17.39	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$17.39	\$17.69	\$18.00	\$18.30
\$17.49	\$0.00 \$0.00	\$0.25 \$0.08	\$0.25 \$0.08	\$0.30 \$0.00
	\$17.49	\$17.82	\$18.15	\$18.45
\$17.59	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$17.59	\$17.89	\$18.20	\$18.50
\$17.69	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$17.69	\$17.99	\$18.30	\$18.60
\$17.94	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$17.94	\$18.24	\$18.55	\$18.85
\$18.09	\$0.00 \$0.00	\$0.25 \$0.05	\$0.25 \$0.06	\$0.30 \$0.00
	\$18.09	\$18.39	\$18.70	\$19.00

CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Head Night Clerk Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$16.98	\$0.00 \$0.00 \$16.98	\$0.25 \$0.14 \$17.37	\$0.25 \$0.36 \$17.98	\$0.30 \$0.38 \$18.66
\$17.08	\$0.00 \$0.00 \$17.08	\$0.25 \$0.14 \$17.47	\$0.25 \$0.38 \$18.10	\$0.30 \$0.40 \$18.80
\$17.18	\$0.00 \$0.00 \$17.18	\$0.25 \$0.14 \$17.57	\$0.25 \$0.32 \$18.14	\$0.30 \$0.41 \$18.85
\$17.28	\$0.00 \$0.00 \$17.28	\$0.25 \$0.14 \$17.67	\$0.25 \$0.35 \$18.27	\$0.30 \$0.38 \$18.95
\$17.49	\$0.00 \$0.00 \$17.49	\$0.25 \$0.14 \$17.88	\$0.25 \$0.35 \$18.48	\$0.30 \$0.27 \$19.05
\$17.74	\$0.00 \$0.00 \$17.74	\$0.25 \$0.14 \$18.13	\$0.25 \$0.35 \$18.73	\$0.30 \$0.27 \$19.30
\$17.89	\$0.00 \$0.00 \$17.89	\$0.25 \$0.14 \$18.28	\$0.25 \$0.35 \$18.88	\$0.30 \$0.27 \$19.45

Asst. Front End Mgr. Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

\$16.98	\$0.00 \$0.00 \$16.98	\$0.25 \$0.00 \$17.23	\$0.25 \$0.11 \$17.59	\$0.30 \$0.10 \$17.99
\$17.23	\$0.00 \$0.00 \$17.23	\$0.25 \$0.00 \$17.48	\$0.25 \$0.11 \$17.84	\$0.30 \$0.10 \$18.24
\$17.38	\$0.00 \$0.00 \$17.38	\$0.25 \$0.00 \$17.63	\$0.25 \$0.11 \$17.99	\$0.30 \$0.10 \$18.39

Lead Floral Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

\$16.98	\$0.00 \$0.00 \$16.98	\$0.25 \$0.00 \$17.23	\$0.25 \$0.12 \$17.60	\$0.30 \$0.13 \$18.03
\$17.23	\$0.00 \$0.00 \$17.23	\$0.25 \$0.00 \$17.48	\$0.25 \$0.12 \$17.85	\$0.30 \$0.13 \$18.28
\$17.38	\$0.00 \$0.00 \$17.38	\$0.25 \$0.00 \$17.63	\$0.25 \$0.12 \$18.00	\$0.30 \$0.13 \$18.43

Asst. Produce Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

\$16.98	\$0.00 \$0.00 \$16.98	\$0.25 \$0.00 \$17.23	\$0.25 \$0.11 \$17.59	\$0.30 \$0.10 \$17.99
\$17.23	\$0.00 \$0.00 \$17.23	\$0.25 \$0.00 \$17.48	\$0.25 \$0.11 \$17.84	\$0.30 \$0.10 \$18.24
\$17.38	\$0.00 \$0.00 \$17.38	\$0.25 \$0.00 \$17.63	\$0.25 \$0.11 \$17.99	\$0.30 \$0.10 \$18.39

Food Clerks (Hired before 2/17/82)

\$16.58	\$0.00 \$0.00 \$16.58	\$0.25 \$0.00 \$16.83	\$0.25 \$0.05 \$17.13	\$0.30 \$0.00 \$17.43
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CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Food Clerks (hired after 2/17/82)
First 175 hours
Next 350 hours
Next 500 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 750 hours
Next 750 hours
Next 750 hours (Bagger top out)
Next 750 hours
Next 750 hours
Next 750 hours*
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.95	\$0.00 \$0.20 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.95	\$0.00 \$0.25 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$8.00	\$0.00 \$0.25 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$8.10	\$0.00 \$0.20 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$8.20	\$0.00 \$0.15 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$8.30	\$0.00 \$0.10 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
\$8.40	\$0.00 \$0.05 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
\$8.90	\$0.00 \$0.00 \$8.90	\$0.00 \$0.00 \$8.90	\$0.00 \$0.00 \$8.90	\$0.00 \$0.00 \$8.90
\$9.40	\$0.00 \$0.00 \$9.40	\$0.00 \$0.00 \$9.40	\$0.00 \$0.00 \$9.40	\$0.10 \$0.00 \$9.50
\$9.90	\$0.00 \$0.00 \$9.90	\$0.00 \$0.00 \$9.90	\$0.00 \$0.00 \$9.90	\$0.00 \$0.00 \$9.90
\$10.20	\$0.00 \$0.00 \$10.20	\$0.00 \$0.00 \$10.20	\$0.00 \$0.00 \$10.20	\$0.00 \$0.00 \$10.20
\$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70	\$0.00 \$0.00 \$10.70
\$11.20	\$0.00 \$0.00 \$11.20	\$0.00 \$0.00 \$11.20	\$0.00 \$0.00 \$11.20	\$0.00 \$0.00 \$11.20
\$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75	\$0.00 \$0.00 \$11.75
\$12.20	\$0.00 \$0.00 \$12.20	\$0.00 \$0.05 \$12.25	\$0.00 \$0.05 \$12.30	\$0.00 \$0.00 \$12.30
\$14.25	\$0.00 \$0.00 \$14.25	\$0.25 \$0.00 \$14.50	\$0.25 \$0.00 \$14.75	\$0.30 \$0.00 \$15.05

Coffee Shop Clerks

Clerks progress through Food Clerk progression to top rate at ratification for Food Clerks hired before 2/17/82

Top Rate
\$14.25

CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Salad Bar and Floral Shoppe
First 175 hours
Next 350 hours
Next 350 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Next 1000 hours
Thereafter

\$7.95	\$0.00 \$0.15 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10	\$0.00 \$0.00 \$8.10
\$7.95	\$0.00 \$0.20 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15	\$0.00 \$0.00 \$8.15
\$7.95	\$0.00 \$0.25 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20	\$0.00 \$0.00 \$8.20
\$7.95	\$0.00 \$0.30 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25	\$0.00 \$0.00 \$8.25
\$7.95	\$0.00 \$0.35 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30	\$0.00 \$0.00 \$8.30
\$8.00	\$0.00 \$0.35 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35	\$0.00 \$0.00 \$8.35
\$8.10	\$0.00 \$0.30 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40	\$0.00 \$0.00 \$8.40
\$8.20	\$0.00 \$0.25 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45	\$0.00 \$0.00 \$8.45
\$8.30	\$0.00 \$0.20 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50	\$0.00 \$0.00 \$8.50
\$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.00 \$8.80	\$0.00 \$0.00 \$8.80
\$9.40	\$0.00 \$0.00 \$9.40	\$0.00 \$0.00 \$9.40	\$0.00 \$0.00 \$9.40	\$0.00 \$0.00 \$9.40
\$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75	\$0.00 \$0.00 \$9.75
\$10.95	\$0.00 \$0.00 \$10.95	\$0.25 \$0.00 \$11.20	\$0.25 \$0.00 \$11.45	\$0.30 \$0.00 \$11.75

Floor Maintenance
First 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Next 600 hours
Thereafter

N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
NA	NA	NA	NA	NA
N/A	N/A	N/A	N/A	N/A
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

Upon ratification, Associates currently moving through Sacker and Demo progression will be moved to the post Feb. 17, 1982 Clerk scale.

Upon ratification, all top rated baggers will move to \$8.80 rate.

Sacker and Demo

Current Rate	8/3/2014	1/1/2015	6/12/2016	6/11/2017
\$8.25	\$8.80	\$8.80	\$9.20	\$9.50

CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Meat Dept. Manager Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$19.89	\$0.00 \$0.00 \$19.89	\$0.25 \$0.00 \$20.14	\$0.25 \$0.00 \$20.39	\$0.30 \$0.00 \$20.69
\$20.14	\$0.00 \$0.00 \$20.14	\$0.25 \$0.00 \$20.39	\$0.25 \$0.00 \$20.64	\$0.30 \$0.00 \$20.94
\$20.64	\$0.00 \$0.00 \$20.64	\$0.25 \$0.00 \$20.89	\$0.25 \$0.00 \$21.14	\$0.30 \$0.00 \$21.44
\$20.74	\$0.00 \$0.00 \$20.74	\$0.25 \$0.00 \$20.99	\$0.25 \$0.00 \$21.24	\$0.30 \$0.00 \$21.54
\$20.84	\$0.00 \$0.00 \$20.84	\$0.25 \$0.00 \$21.09	\$0.25 \$0.00 \$21.34	\$0.30 \$0.00 \$21.64
\$21.34	\$0.00 \$0.00 \$21.34	\$0.25 \$0.00 \$21.59	\$0.25 \$0.00 \$21.84	\$0.30 \$0.00 \$22.14
\$21.49	\$0.00 \$0.00 \$21.49	\$0.25 \$0.00 \$21.74	\$0.25 \$0.00 \$21.99	\$0.30 \$0.00 \$22.29

Asst. Meat Dept. Manager Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$19.04	\$0.00 \$0.00 \$19.04	\$0.25 \$0.00 \$19.29	\$0.25 \$0.00 \$19.54	\$0.30 \$0.00 \$19.84
\$19.14	\$0.00 \$0.00 \$19.14	\$0.25 \$0.00 \$19.39	\$0.25 \$0.00 \$19.64	\$0.30 \$0.00 \$19.94
\$19.24	\$0.00 \$0.00 \$19.24	\$0.25 \$0.00 \$19.49	\$0.25 \$0.00 \$19.74	\$0.30 \$0.00 \$20.04
\$19.34	\$0.00 \$0.00 \$19.34	\$0.25 \$0.00 \$19.59	\$0.25 \$0.00 \$19.84	\$0.30 \$0.00 \$20.14
\$19.44	\$0.00 \$0.00 \$19.44	\$0.25 \$0.00 \$19.69	\$0.25 \$0.00 \$19.94	\$0.30 \$0.00 \$20.24
\$19.69	\$0.00 \$0.00 \$19.69	\$0.25 \$0.00 \$19.94	\$0.25 \$0.00 \$20.19	\$0.30 \$0.00 \$20.49
\$19.84	\$0.00 \$0.00 \$19.84	\$0.25 \$0.00 \$20.09	\$0.25 \$0.00 \$20.34	\$0.30 \$0.00 \$20.64

Journeyman (cancels letter of understanding)
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\$18.24	\$0.00 \$0.00 \$18.24	\$0.25 \$0.00 \$18.49	\$0.25 \$0.00 \$18.74	\$0.30 \$0.00 \$19.04
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Clerk Cutter Premium

\$1.50	No Change	No Change	No Change	No Change
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CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Lead Seafood Clerk Total Store Sales excluding Fuel
\$200,000 and less
\$200,001-\$400,000
\$401,001-\$600,000
\$600,001-\$700,000
\$700,001-\$1,000,000
\$1,000,001-\$1,500,000
\$1,500,001 +

\$15.09	\$0.00 \$0.00 \$15.09	\$0.25 \$0.00 \$15.34	\$0.25 \$0.00 \$15.59	\$0.30 \$0.16 \$16.05
\$15.29	\$0.00 \$0.00 \$15.29	\$0.25 \$0.00 \$15.54	\$0.25 \$0.00 \$15.79	\$0.30 \$0.26 \$16.35
\$15.59	\$0.00 \$0.00 \$15.59	\$0.25 \$0.00 \$15.84	\$0.25 \$0.00 \$16.09	\$0.30 \$0.16 \$16.55
\$15.79	\$0.00 \$0.00 \$15.79	\$0.25 \$0.00 \$16.04	\$0.25 \$0.00 \$16.29	\$0.30 \$0.16 \$16.75
\$15.89	\$0.00 \$0.00 \$15.89	\$0.25 \$0.00 \$16.14	\$0.25 \$0.00 \$16.39	\$0.30 \$0.26 \$16.95
\$16.04	\$0.00 \$0.00 \$16.04	\$0.25 \$0.00 \$16.29	\$0.25 \$0.00 \$16.54	\$0.30 \$0.36 \$17.20
\$16.19	\$0.00 \$0.00 \$16.19	\$0.25 \$0.00 \$16.44	\$0.25 \$0.00 \$16.69	\$0.30 \$0.36 \$17.35

Asst. Head Deli, Lead Baker, Cheesemaster Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

Upon ratification, Dayton Asst. Head Deli go to new combined rate.

\$17.36	\$0.00 \$0.00 \$17.36	\$0.25 \$0.00 \$17.61	\$0.25 \$0.00 \$17.86	\$0.30 \$0.00 \$18.16
\$17.61	\$0.00 \$0.00 \$17.61	\$0.25 \$0.00 \$17.86	\$0.25 \$0.00 \$18.11	\$0.30 \$0.00 \$18.41
\$17.76	\$0.00 \$0.00 \$17.76	\$0.25 \$0.00 \$18.01	\$0.25 \$0.00 \$18.26	\$0.30 \$0.00 \$18.56

Seafood and Service Meat

Upon ratification, Associates move to post-Feb. 27, 1982 Food Clerk rate.

Deli Clerks hired after 11 /8/81

Upon ratification, Associates move to post-Feb. 27, 1982 Food Clerk rate.

Lead Coffee Shop

Ratification	After 1000 hours	Thereafter
\$12.30	\$14.25	\$14.25

Head Drug / GM Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

All store volume brackets less than \$999,999 combined into one bracket. Associates will move to combined rate.

\$15.10	\$0.00 \$0.00 \$15.10	\$0.25 \$0.50 \$15.85	\$0.25 \$0.45 \$16.55	\$0.30 \$0.40 \$17.25
\$15.60	\$0.00 \$0.00 \$15.60	\$0.25 \$0.50 \$16.35	\$0.25 \$0.45 \$17.05	\$0.30 \$0.40 \$17.75
\$15.75	\$0.00 \$0.00 \$15.75	\$0.25 \$0.50 \$16.50	\$0.25 \$0.45 \$17.20	\$0.30 \$0.40 \$17.90

CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Cosmetician I Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001+

Cosmetician rates red-circled. Upon ratification, Cosmeticians will be considered Asst. Head Drug/GM.

\$12.75	\$0.00 \$0.00 \$12.75	\$0.25 \$0.55 \$13.55	\$0.25 \$0.60 \$14.40	\$0.30 \$0.55 \$15.25
\$12.90	\$0.00 \$0.00 \$12.90	\$0.25 \$0.55 \$13.70	\$0.25 \$0.60 \$14.55	\$0.30 \$0.55 \$15.40

Asst. Head Drug/GM (hired before to 6/4/87) Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

\$12.80	\$0.00 \$0.00 \$12.80	\$0.25 \$0.35 \$13.40	\$0.25 \$0.35 \$14.00	\$0.30 \$0.30 \$14.60
\$13.05	\$0.00 \$0.00 \$13.05	\$0.25 \$0.35 \$13.65	\$0.25 \$0.35 \$14.25	\$0.30 \$0.30 \$14.85
\$13.20	\$0.00 \$0.00 \$13.20	\$0.25 \$0.35 \$13.80	\$0.25 \$0.35 \$14.40	\$0.30 \$0.30 \$15.00

Asst. Head Drug/GM (hired after 6/4/87) Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001-\$1,500,000
\$1,500,001 +

\$11.75	\$0.00 \$0.00 \$11.75	\$0.25 \$0.35 \$12.35	\$0.25 \$0.35 \$12.95	\$0.30 \$0.30 \$13.55
\$12.00	\$0.00 \$0.00 \$12.00	\$0.25 \$0.35 \$12.60	\$0.25 \$0.35 \$13.20	\$0.30 \$0.55 \$14.05
\$12.15	\$0.00 \$0.00 \$12.15	\$0.25 \$0.35 \$12.75	\$0.25 \$0.35 \$13.35	\$0.30 \$0.55 \$14.20

Drug GM Clerks (hired on or before 6/4/87)

\$12.00	\$0.00 \$0.00 \$12.00	\$0.25 \$0.05 \$12.30	\$0.25 \$0.00 \$12.55	\$0.30 \$0.00 \$12.85
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CLASSIFICATION

Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
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Lead Salad Bar Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.25	No Change	No Change	No Change	No Change
\$0.40	No Change	No Change	No Change	No Change
\$0.55	No Change	No Change	No Change	No Change

Lead Coffee Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.25	No Change	No Change	No Change	No Change
\$0.40	No Change	No Change	No Change	No Change
\$0.55	No Change	No Change	No Change	No Change

File Maintenance Clerk Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change

Back Door Receiver Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change

Cheese Steward Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change

Wine Steward Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change

Nutrition Clerk Premium
Total Store Sales excluding Fuel
\$1,000,000 and less
\$1,000,001 - \$1,500,001
\$1,500,001 +

\$0.50	No Change	No Change	No Change	No Change
\$0.65	No Change	No Change	No Change	No Change
\$0.80	No Change	No Change	No Change	No Change

CLASSIFICATION	Dayton Current	Dayton 1/1/2015	Dayton 6/14/2015	Dayton 6/12/2016	Dayton 6/11/2017
Cake Decorator Premium Total Store Sales excluding Fuel					
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change
Lead GM Premium (Marketplace) Total Store Sales excluding Fuel					
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change
Lead Liquor Premium KY only Total Store Sales excluding Fuel					
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change
Lead Fuel Clerk Total Store Sales excluding Fuel					
\$1,000,000 and less	\$0.50	No Change	No Change	No Change	No Change
\$1,000,001 - \$1,500,001	\$0.65	No Change	No Change	No Change	No Change
\$1,500,001 +	\$0.80	No Change	No Change	No Change	No Change
Night Crew Premium	\$1.00	No Change	No Change	No Change	\$1.25

Experience Credit Cap*

Lump Sum Compensation

Paid not later than September 1, 2014

For Associates enrolled in Family Coverage as of ratification \$600.00

For Associates enrolled in Single Coverage as of ratification \$300.00

***In stores as determined by the Company, Associates will be eligible for the above premiums upon completion of training and certification programs as may be established and modified by the Company. (The above premiums do not immediately qualify an Associate for health insurance, consistent with the current practice for clerk cutter and night crew premiums).

APPENDIX B: JOB DESCRIPTIONS

A violation of the following "Job Descriptions" Sacker/Carryout, Floral, and Salad Bar Attendant, will result in penalty pay for a proven violation at the premium rate of time and one-half (1 ½), but no less than one (1) hour's pay at the Associate's regular rate of pay for the Associate filing the grievance.

A violation of the intent of this section is defined as the knowing performance of job duties outside the above classifications by the direction of or with the permission of the Store Manager, Co-Manager(s), Department Head, or Assistant Department Head.

Sacker/Carryout

A sacker/carryout Associate's work is restricted to the following duties:

1. Maintain the area of the checkstand and customer entrances in an orderly condition through cleanup work and the stocking of supplies in the check stands (also the distribution of supply orders throughout the store), which shall not include merchandise for sale, except for product to shelf price checks requested by a cashier and the return of all perishable merchandise to stock from the checkstand area and misplaced throughout the store.
2. Assistance to customers in the bagging and unloading of their orders and in transporting merchandise purchased by them to their automobile in the store's parking lot.
3. The collection of shopping carts.
4. Sort empty returned containers (i.e., bottles, cans, etc.) and put in proper area for return.
5. Cleaning up "spills".
6. General cleaning, including the moving and replacing of shelf product and backroom product in order to engage in general cleaning, baling and loading of salvage, as well as the necessary removal and reposting of window signs while washing windows.
7. Sign and decorate the store.
8. Reshop/restock all misplaced merchandise.

Demonstrators

Demonstrators' duties shall be limited to securing, preparing and demonstrating product, but will otherwise not perform any bargaining unit work.

Salad Bar

This classification is to be used in produce departments to operate salad bars. The salad bar section will be considered a distinct part of the produce department and as part of the responsibility of the Head Produce Clerk.

Salad Bar Clerks' duties shall be limited to performing duties directly related to the salad bar only. It is not the intent of this section to expand salad bar clerk duties; however, only at the customer's request, will it be permissible for a salad bar clerk to weigh items that are not part of the salad bar classification.

Clerks may be required to work in the salad bar section at their current rate of pay.

Salad bar clerks shall order, prepare, display, price, arrange, care for, sell and inventory those items specifically sold by the salad bar section. They shall also be responsible for maintaining sanitation in their work and sales areas.

Clerks working primarily in salad bar as of December 6, 1986 may continue to work in the salad bar at their clerk rate of pay. Their hours may not be claimed by other clerks. Should any of these clerks accept an assignment to other duties, they will be replaced by a salad bar attendant.

Floral Shop Attendant

Floral Shop Attendants' duties shall be limited to performing duties directly related to the floral shop only.

This classification is to be used in produce departments to operate floral shops. The floral shop will be considered a distinct part of the produce department and as part of the responsibility of the Head Produce Clerk.

Clerks working primarily in floral shops as of December 6, 1986 may continue to work in the floral shop at their clerk rate of pay. Their hours may not be claimed by other clerks. Should any of these clerks accept an assignment to other duties, they will be replaced by a floral shop attendant.

Floral Shop Attendants assigned after December 6, 1986 will have separate seniority among floral shop attendants only and benefits under the same conditions described in the appropriate articles of this Agreement.

Clerks may be required to work in the floral shop on special occasions such as Mother's Day, Valentine's Day, Sweetest Day, etc. to assist the floral department.

Clerks may be required to work in floral shops to fill in for vacations, emergencies, and/or absenteeism.

In all instances mentioned above, Floral Attendants must be scheduled all available hours according to their seniority and availability, first, before requiring clerks to work in the floral shop.

The Floral Shop Attendants shall order, prepare, display, price, arrange, care for, sell and inventory those items specifically sold by the floral shop. They shall also be responsible for maintaining sanitation in their work and sales area.

Department Trainer

The Employer may designate a maximum of one (1) Associate per major department (i.e. Grocery, Front End, Produce, Meat, and Deli) to work with new hires for the purpose of facilitating their training, as deemed necessary by the Employer. This Associate will not be subject to the provisions of Article 9, 9.2 or Article 11, 11.4. This Associate will receive an additional \$.75 per hour above their base rate. This premium shall not apply to Department Heads and Assistant Department Heads who facilitate training as part of their normal job duties.

When a Department Trainer is scheduled to facilitate training and works 50% or more of their scheduled hours training, they shall receive the department trainer premium for the entire shift. Department Trainers scheduled to train less than 50% of their scheduled hours shall receive the department trainer premium for those hours actually spent training.

In no case will a Department Trainer be scheduled for a shift earlier than their seniority would otherwise allow. NOTE: Department Trainer premium shall apply on holiday and vacation pay in the same manner as Night Crew.

Liquor Shop Attendant

1. This classification is to be used in grocery departments to operate wine and liquor shops (within stores located in the States of Kentucky and Indiana).
2. The job duties of a Liquor Shop Attendant shall normally include customer service and transactions, ordering and inventory of merchandise and supplies, product receiving, pricing, stocking and displaying, and operation of the department in accordance with the Employer's operations merchandising policies and applicable state laws. It is understood that Associates in such classification shall not perform work outside of such department - a violation of which shall be considered a grievance within the scope of Article 2 of this Agreement.

3. Associates classified as Liquor Shop Attendants will have seniority under the same conditions as provided for in the appropriate Articles of this Agreement, but seniority shall be applied only among those in such classification.
4. When a liquor shop(s) is open under this Agreement, a notice of such opening(s) shall be sent to the Union Office and simultaneously posted in all of the Employer's stores in District E, four (4) weeks in advance. Such notice shall specify the rates of pay (beginning at the starting rate); that the Associate must be 21 years of age; that separate seniority and work duties are involved. Those Clerk, Sacker/Carryout, Demonstrator, Floral and Salad Bar Associates who are desirous of being considered for such position shall submit a letter of such intent to the Human Resource Department (with a copy to the Local Union Office) within two (2) weeks of such notice posting.

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

5. Any Clerk or Sacker/Carryout, Demonstrator, Floral, and Salad Bar Associate(s) who transfers into a Liquor Shop Attendant position shall have the right to voluntarily return to their prior position in the event the Liquor Shop is closed within eighteen (18) months of the date of such transfer. Furthermore, if a forty (40) hour work week becomes unavailable to any "full-time" Liquor Shop Attendant within eighteen (18) months of the date of such transfer, they shall have the right to voluntarily return to their prior position with no loss of seniority and/or benefits.
6. In the event the Employer elects to operate Liquor Shops in State(s) other than the State of Kentucky, it is understood and agreed that advance notice shall be furnished to the Union in order that both parties can negotiate rates of pay and conditions for same.

Meat Department Manager

Shall be qualified to perform all the duties in the Meat Department. Because of the greater skill and experience Meat Department Managers must possess, they shall, in the performance of their work, be responsible for the operation of the Meat Department in accordance with the Employer policy and direct the movements and operations of all Associates in the Meat Department.

Assistant Meat Department Manager

Is a skilled Meat Department Associate, who shall do any work assigned by the Meat Department Manager, including ordering (assisting in ordering with the Meat Department Manager), wrapping, rewrapping, weighing, pricing, and displaying meat in forms acceptable to the Employer and in a manner that will yield the maximum profitable cuts from the carcass. An Assistant Meat Department Manager will see that the products are being taken care of through the request of the Meat Department Manager in the cutting room, take charge when the Meat Department Manager is not on duty, and carry out the Employer's policy, the same as the Meat Department Manager.

No Associate will be assigned to the Assistant Meat Department Manager classification who does not have at least one (1) year of seniority in the bargaining unit. Associates who desire consideration for a promotion to Assistant Meat Department Manager or Meat Department Manager shall make their wishes and availability known in writing to their District Manager, Store Manager, District Seafood Coordinator, and a copy to the Union. If there are no letters on file to fill a particular store, then one (1) year prohibition in the above paragraph shall not apply.

Journeyman

A Journeyman is a skilled Meat Cutter who shall do any work assigned, including ordering (assisting in ordering), wrapping, rewrapping, weighing, pricing, and displaying meat in forms acceptable to the Employer and in a manner that will yield the maximum profitable cuts from a carcass.

Meat Clerk

A Meat Clerk is an Associate in a market who is engaged in wrapping, weighing, pricing, cleaning and displaying all product assigned to the operation of the department. If no Journeyman as of December 3, 1989, is reduced in hours, a Meat Clerk on

duty in a market may perform all necessary duties in the department. No Meat Clerk will be required to operate the saw until the Company provides a training program and a standardized test.

Any Associate in the Meat Clerk classification who has the ability, qualifications and desires to perform the work to qualify for the Meat Clerk Cutter's list will indicate this desire in writing to the District Manager with a copy to the Union and Human Resource Department. Such individuals will be considered for available openings as they occur.

Upon passing a training program and standardized test, the cutter will receive \$1.50 premium over their personal rate, not to exceed the journeyman rate. This test will be conducted by the Meat Department Manager and Employer's District Coordinator.

Such cutters will qualify to receive vacation relief pay for the Meat Department Manager and the Assistant Meat Department Manager.

Lead Seafood Clerk

A qualified Seafood Clerk in charge of the department who has the knowledge and ability to attain sales volume, profit margins and maintain department conditions to the satisfaction of Management. Duties normally include ordering of merchandise and supplies, product preparation, service to customers and operation of the department in accordance with the Employer's operations and merchandising policies. Lead Seafood Clerks will retain their current positions and rates of pay in stores with a service/seafood case.

Deli/Bakery Associates

The Associates of the Deli/Bakery department can work and be scheduled in the Deli And Bakery Departments. However, Deli/Bakery Associates will have a primary schedule (deli or bakery) in which they will be scheduled. Associates must maximize their hours in their primary department, be seniority and with consideration of ability to perform the job before claiming hours ("bumping") into the non-primary department schedule.

It is understood that all Deli/Bakery Associates will be subject to the direction of the Head Deli Clerk who is responsible for the Deli/Bakery operation.

Head Deli Clerk

The Head Deli Clerk shall be a qualified Deli/Bakery Clerk and shall be able to perform all the duties of any Associate in the Deli/Bakery department. Because of the greater skill required, the Head Deli Clerk shall, in the performance of work, be responsible for the operation of the Deli/Bakery in accordance with the Employer's policy and direct the movements and operations of all Associates in the Deli/Bakery.

Lead Bakery Clerk

The Lead Bakery Clerk shall be a qualified Deli/Bakery Clerk and shall be able to perform all the duties of any Associate in the bakery department. Because of the greater skill required, the Lead Bakery Clerk, shall, in the performance of work, be responsible for the operation of the bakery in accordance with the Employer's policy and direct the movements and operations of all Associates in the bakery.

Job Protection

Full-time Journeymen and Meat Clerks on the payroll as of December 11, 1989 will not be reduced in hours below forty (40) per week, as a result of expanding Meat Clerk duties.

Definition of Status 1, 3, 4

Definition of Full-Time Status 1 - The term "Full-Time Status 1 Associate", wherever it appears in this Agreement only, shall be as follows: An Associate that as of ratification (07/29/2014) has previously qualified under the provisions of Article 11.2, OR; Attained Status 1 as a result of the implementation of Article 11.2 of this Agreement ratified (07/29/2014). Status 1 Associates shall be scheduled up to 40 hours per week and shall not restrict their work schedule.

Definition of Full Time Status 3- The term "Full-Time" Associate status 3, wherever it appears in this Agreement only, shall be an Associate that who is not otherwise a Status 1 Associate and has been classified as full-time in accordance with Article 15.16 of this Agreement.

Definition of Part Time Status 4 - A "Part-Time" Status 4 Associate is one who is not otherwise classified as full-time (working an average of 30 hours or more per week) or has previously attained and maintained Status 1 or Status 3. A Status 4 Associate may limit their availability on a regular basis. A "Status 4" Associate's seniority date will be their most recent date of hire. They will not have seniority over any full time Associate. Status 4 Associates include Associates in all classifications.

APPENDIX C: SENIORITY AREAS

1	I	Vine Street	301	*	1	II	Lawrenceburg (IN)	361	*
		Walnut Hills	379	*			Monfort Heights	370	*
		Corryville	407	*			Mt. Airy	400	*
		Ferguson	432	*			Batesville (IN)	406	*
		Price Hill	482	*			Dent	436	*
		Delhi	944	*			Whitewater	445	*
		Western Hills	948	*			Harrison	907	*
						Northgate	908	*	
2	III	Monroe	336	*	2	IV	Landen	376	*
		Oxford	412	*			West Chester	383	*
		Liberty	430	*			Maineville	408	*
		Hamilton (West)	909	*			Mason Montg. Road	448	*
		Beckett Ridge	919	*			Tylersville	945	*
		Hamilton	934	*					
		Fairfield	939	*					
		Forest Park	943	*					
2	V	Montgomery	351	*					
		Harper's Point	353	*					
		Madeira	402	*					
		Mariemont	421	*					
		Sharonville	429	*					
		Blue Ash	942	*					
3	VI	Hyde Park	355	*					
		Brentwood	384	*					
		College Hill	390	*					
		Hartwell	405	*					
		Norwood	418	*					
		Queen City Center	428	*					
		Woodlawn	433	*					
4	VII	Hillsboro	380	*	4	VIII	Mt. Carmel	305	*
		Blanchester	395	*			Goshen	344	*
		Loveland	413	*			Milford	411	*
		Cherry Grove	431	*			Eastgate	902	*
		Miami Township	435	*			Mt. Orab	920	*
		Mt. Washington	438	*			Mulberry	921	*
		Amelia	468	*					
		Wilmington	817	*					
		Anderson	915	*					

5	IX	Bellevue	359	*	5	X	Mt. Zion	364	*
		Covington	381	*			Florence	466	*
		Latonia	392	*			Walton	367	*
		Alexandria	410	*			Hebron	409	*
		Maysville	420	*			Union	424	*
		Newport	423	*			Burlington	434	*
		Independence	425	*					
		Ft. Mitchell	477	*					
		Erlanger	901	*					
		Cold Springs	946	*					
6	XI	Greenville	833		6	XII	Vandalia	747	
		St. Mary's	910				Siebenthaler	836	
		Sidney	913				Needmore	933	
		Troy	914				Huber Heights	754	
		Piqua	932				Huber Heights	758	
							Englewood	938	
6	XIII	Wayne Avenue	705						
		Austin Pike	722						
		Miamisburg	759						
		Springboro	922						
		Alex-Bell	931						
		Middletown/Trenton	335	*					
		Middletown	441	*					
7	XIV	Springfield	720		7	XV	Spinning Road	729	
		Springfield	730				Smithville Road	751	
		Springfield	741				Beavercreek	811	
		Springfield	832				Whipp Road	812	
		Springfield	835				Xenia	829	
7	XVI	Dorothy Lane	825						
		Stroop Road	826						
		Fairborn	830						
		Centerville	923						
		Sugarcreek	935						
		Lebanon	447	*					
		Mason	426	*					

APPENDIX D: PERMANENT PANEL

The parties have agreed that the arbitrators named below shall serve on a permanent panel to hear and render awards following arbitration as discussed in Article 8.3.

1. Mark Glazer
2. Deborah Brodsky
3. Alan Ruben
4. Samuel Nicholas
5. Mitchell Goldberg
6. Richard Dissen
7. Barbara Doering
8. Charles Kohler
9. Mark Lurie
10. Edwin Render

If any of the arbitrators refuse appointment to this panel, retire, or otherwise become permanently unavailable for service, counsel for Kroger and counsel for the Union will confer and mutually agree on a replacement arbitrator within 30 days of being notified of the arbitrator's being unavailable.

Notwithstanding the fact that Article 8.3 calls for a panel of 12 arbitrators, the parties agree that this panel of 10 arbitrators shall satisfy the requirements of Article 8.3.

If agreed in writing by counsel for Kroger and counsel for the Union for a particular grievance, the parties may appoint an arbitrator not named on this list by using the standard appointment procedures of the Federal Mediation and Conciliation Service. In this instance, each party shall have the right to strike one entire panel and request a new panel at that party's expense. Any arbitrator appointed through this method shall have the same authority as the members of the permanent panel for that particular case.

Once an arbitrator has been selected from the list, the parties will move on to the next arbitrator on the list for the next grievance selected for arbitration.

APPENDIX E: HEALTH CARE PLAN DESIGN SUMMARIES

Changes effective 1-1-2015, unless otherwise noted. Associate plan changes may only take place during Open Enrollment or life event. The following are highlights for your information; for details, please contact Heartland Health & Wellness Fund at 800.433.1204.

PREMIUM PLAN		
<i>All average hours are measured over 12 month period unless specified.</i>		
<i>Associates can choose any plan lower than the best plan they are eligible to elect, except ancillary plan.</i>		
<i>Associates who average more than 30 hours or more may cover their child dependents beginning 1/1/16, if not currently eligible to enroll their child dependents.</i>		
<i>Only Status 1 Full Time Associates may cover spouses or domestic partners that do not have ACA compliant medical and drug coverage offered by another employer, except Kroger.</i>		
<i>Status 1 Associates who have spouses or domestic partners with ACA compliant medical and drug coverage through another employer may only elect Dental and Vision benefits for their spouse or domestic partner for \$2 per week.</i>		
ELIGIBILITY		
Full-time Associates enrolled before 7/29/14 who have at least 5 years of service may have dependent coverage (must work 25 hrs/wk to maintain single coverage, must work 28 hrs/wk to maintain dependent coverage)		
Part-time Associates enrolled before 7/29/14 who have at least 5 years of service (must work 20 hrs/wk to maintain coverage)		
Full-time Associates enrolled after 7/29/14 who have at least 9 years of service who work an average of 30 hrs/wk may have dependent coverage (28 hrs/wk to maintain single or dependent child coverage)		
Part-time Associates enrolled after 7/29/14 who have at least 9 years of service who work an average of 28 hrs/wk (must work 23 hrs/wk to maintain coverage)		
Grandfathering provision: Associates who have already qualified for the current FT A and PT A plan as of 7/29/14 plans will qualify for this plan		
WELLNESS AND BIOMETRIC SCREENING		
<i>Bio-metric screenings must be completed no later than 9/30/14 to earn incentive credit for 2014. Effective 1/1/15, screenings must be completed no later than 12/15/14 for lower weekly contribution in following plan year.</i>		
WEEKLY CONTRIBUTION		
	With Bio-metric Screening	Without Bio-metric Screening
Employee Only	\$9.00	\$11.70
Employee + Children	\$18.00	\$23.40
Employee Spouse	\$20.00	\$26.00
Family	\$26.00	\$33.80
MEDICAL PLAN ESSENTIALS		
	In Network	Out of Network
Preventive Coverage	100%	NA
Co-Insurance	85%	50%
Annual Deductible: Single / Family	\$500 / \$1,000	\$1,000 / \$2,000
Annual Out-Of-Pocket Max Single / Family <i>includes medical deductible and all other medical copays</i>	FT: \$3,000 / \$6,000 PT enrolled in PT A or PT B as of 7/29/14: \$5,000 / \$10,000	FT: \$6,000 / \$12,000 PT enrolled in PT A or PT B as of 7/29/14: \$10,000 / \$20,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited
POINT OF SERVICE COINSURANCE		
	In Network	Out of Network
Copays apply to Deductible	Yes	Yes
Primary Care Office Visit Coinsurance	85%	50%
Specialist Office Visit Coinsurance	85%	50%
Emergency Room Copay	\$175 then coinsurance	\$175 then coinsurance
Emergency Room Copay (Waived if Admitted)	Yes	Yes

PREMIUM PLAN

PRESCRIPTION PLAN		
	Minimum Co-Pay	Maximum Co-Pay
Day Supply Retail	30	
Retail Generic Copay	Greater of 10% or \$10	\$20
Retail Brand Formulary Copay	Greater of 20% or \$20	\$50; \$60 effective January 1, 2015
Retail Brand Non Formulary	Greater of 30% or \$35	\$50; \$75 effective January 1, 2015
Days Supply Mail-Order	90	
Mail-Order Generic Copay	Greater of 10% or \$20	\$40
Mail-Order Brand Formulary	Greater of 20% or \$40	\$100; \$120 effective January 1, 2015
Mail Order Brand Non Formulary	Greater of 30% or \$70	\$100; \$150 effective January 1, 2015
DENTAL		
Spouse and Dependent Coverage Available	Yes	
	In Network	Out of Network
Preventive Coinsurance	100%	80%
Basic Coinsurance	90%	50%
Major Coinsurance	60%	50%
Annual Maximum Benefit	\$1,500	\$1,500
Annual Deductible	\$50	\$50
Orthodontia Coverage	Yes	
Orthodontia Coinsurance	50%	50%
Orthodontia Lifetime Maximum Benefit	\$1,500	\$1,500
VISION		
Spouse and Dependent Coverage Available	Yes	
	In Network	Out of Network
Exams	\$0 Copay One/Year	\$30 Copay One/Year
Frames	\$130 annual max	\$25 annual max
Lenses	No charge; limit 1 set per year	\$80 annual max (Varies by type)
Contact Lenses	\$130 Max every year in lieu of lenses	N/A
INCOME REPLACEMENT		
Life and Accidental Death & Dismemberment	FT Status 1, 3 - \$25,000 PT Status 4 - \$10,000	
Disability	FT Status 1, 3 - \$275, Max 26 weeks PT Status 4- \$140 , Max 26 weeks	

DELUXE PLAN

All average hours are measured over 12 month period unless specified.

Associates can choose any plan lower than the best plan they are eligible to elect, except ancillary plan.

Associates who average more than 30 hours or more may cover their child dependents beginning 1/1/16, if not currently eligible to enroll their child dependents.

Only Status 1 Full Time Associates may cover spouses or domestic partners that do not have ACA compliant medical and drug coverage offered by another employer, except Kroger.

Status 1 Associates who have spouses or domestic partners with ACA compliant medical and drug coverage through another employer may only elect Dental and Vision benefits for their spouse or domestic partner for \$2 per week.

ELIGIBILITY

Full-time Associates enrolled before 7/29/14 who have 5 years or less of service may have dependent coverage (must work 25 hrs/week to maintain single coverage, must work 28 hrs/week to maintain dependent coverage)

Part-time Associates enrolled before 7/29/14 who have 5 years or less of service (must work 20 hrs/week to maintain coverage)

Full-time Associates enrolled after 7/29/14 who have at least 6 years of service who work an average of 30 hrs/week may have dependent coverage (must work 28 hrs/week to maintain single or dependent child coverage)

Part-time Associates enrolled after 7/29/14 who have at least 6 years of service who work an average of 28 hrs/week (must work 23 hrs/week to maintain coverage)

Grandfathering provision: Associates who have already qualified for the current FT Plan B and PT Plan B

WELLNESS AND BIOMETRIC SCREENING

Bio-metric screenings must be completed no later than 9/30/14 to earn incentive credit for 2014. Effective 1/1/15, screenings must be completed no later than 12/15/14 for lower weekly contribution in following plan year.

WEEKLY CONTRIBUTION

	With Bio-metric Screening	Without Bio-metric Screening
Employee Only	\$8.00	\$10.40
Employee + Children	\$15.00	\$19.50
Employee Spouse	\$17.00	\$22.10
Family	\$23.00	\$29.90

MEDICAL PLAN ESSENTIALS

	In Network	Out of Network
Preventive Coverage	100%	NA
Co-Insurance	80%	50%
Annual Deductible: Single / Family	\$750 / \$1,500	\$1,500 / \$3,000
Annual Out-Of-Pocket Max Single / Family <i>includes medical deductible and all other medical copays</i>	FT: \$3,500 / \$7,000 PT enrolled in PT A or PT B as of 7/29/14: \$5,000 / \$10,000	FT: \$7,000 / \$14,000 PT enrolled in PT A or PT B as of 7/29/14: \$10,000 / \$20,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited

POINT OF SERVICE COINSURANCE

	In Network	Out of Network
Copays apply to Deductible	Yes	Yes
Primary Care Office Visit Coinsurance	80%	50%
Specialist Office Visit Coinsurance	80%	50%
Emergency Room Copay	\$175 then coinsurance	\$175 then coinsurance
Emergency Room Copay Waived if Admitted	Yes	Yes

DELUXE PLAN

PRESCRIPTION PLAN

	Minimum Co-Pay	Maximum Co-Pay
Day Supply Retail	30	
Retail Generic Copay	Greater of 10% or \$10	\$20
Retail Brand Formulary Copay	Greater of 20% or \$20	\$50; \$60 effective January 1, 2015
Retail Brand Non Formulary	Greater of 30% or \$35	\$50; \$75 effective January 1, 2015
Days Supply Mail-Order	90	
Mail-Order Generic Copay	Greater of 10% or \$20	\$40
Mail-Order Brand Formulary	Greater of 20% or \$40	\$100; \$120 effective January 1, 2015
Mail Order Brand Non Formulary	Greater of 30% or \$70	\$100; \$150 effective January 1, 2015

DENTAL

Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Preventive Coinsurance	100%	80%
Basic Coinsurance	90%	50%
Major Coinsurance	60%	50%
Annual Maximum Benefit	\$1,500	\$1,500
Annual Deductible	\$50	\$50
Orthodontia Coverage	Yes	
Orthodontia Coinsurance	50%	50%
Orthodontia Lifetime Maximum Benefit	\$1,500	\$1,500

VISION

Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Exams	\$0 Copay One/Year	\$30 Copay One/Year
Frames	\$130 annual max	\$25 annual max
Lenses	No charge; limit 1 set per year	\$80 annual max (Varies by type)
Contact Lenses	\$130 Max every year in lieu of lenses	N/A

INCOME REPLACEMENT

Life and Accidental Death & Dismemberment	FT Status 1, 3 - \$25,000 PT Status 4 - \$10,000
Disability	FT Status 1, 3 - \$275, Max 26 weeks PT Status 4- \$140 , Max 26 weeks

STANDARD PLAN

All average hours are measured over 12 month period unless specified.

Associates can choose any plan lower than the best plan they are eligible to elect, except ancillary plan.

Only Status 1 Full Time Associates may cover spouses or domestic partners that do not have ACA compliant medical and drug coverage offered by another employer, except Kroger.

Associates who average more than 30 hours or more may cover their child dependents beginning 1/1/16 if not currently eligible to enroll their child dependents.

Status 1 Associates who have spouses or domestic partners with ACA compliant medical and drug coverage through another employer may only elect Dental and Vision benefits for their spouse or domestic partner for \$2 per week.

ELIGIBILITY

Full-time Associates enrolled after 7/29/14 who have at least 3 years of service who work an average of 30 hrs/week may have dependent coverage (must work 28 hrs/week to maintain dependent child coverage)

Part-time Associates enrolled after 7/29/14 who have at least 3 years of service who work an average of 28 hrs/week (must work 23 hrs/week to maintain coverage)

WELLNESS AND BIOMETRIC SCREENING

Bio-metric screenings must be completed no later than 9/30/14 to earn incentive credit for 2014. Effective 1/1/15, screenings must be completed no later than 12/15/14 for lower weekly contribution in following plan year.

WEEKLY CONTRIBUTION

	With Bio-metric Screening	Without Bio-metric Screening
Employee Only	\$8.00	\$10.40
Employee + Children	\$15.00	\$19.50
Employee Spouse	\$17.00	\$22.10
Family	\$23.00	\$29.90

MEDICAL PLAN ESSENTIALS

	In Network	Out of Network
Preventive Coverage	100%	NA
Co-Insurance	75%	50%
Annual Deductible: Single / Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Annual Out-Of-Pocket Max Single / Family <i>includes medical deductible and all other medical copays</i>	\$5,000/\$10,000	\$5,000/\$10,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited

POINT OF SERVICE COINSURANCE

	In Network	Out of Network
Copays apply to Deductible	Yes	Yes
Primary Care Office Visit Coinsurance	75%	50%
Specialist Office Visit Coinsurance	75%	50%
Emergency Room Copay	\$175 then coinsurance	\$175 then coinsurance
Emergency Room Copay (Waived if Admitted)	Yes	Yes

STANDARD PLAN

PRESCRIPTION PLAN		
	Minimum Co-Pay	Maximum Co-Pay
Day Supply Retail	30	
Retail Generic Copay	Greater of 10% or \$10	\$20
Retail Brand Formulary Copay	Greater of 20% or \$20	\$50; \$60 effective January 1, 2015
Retail Brand Non Formulary	Greater of 30% or \$35	\$50; \$75 effective January 1, 2015
Days Supply Mail-Order	90	
Mail-Order Generic Copay	Greater of 10% or \$20	\$40
Mail-Order Brand Formulary	Greater of 20% or \$40	\$100; \$120 effective January 1, 2015
Mail Order Brand Non Formulary	Greater of 30% or \$70	\$100; \$150 effective January 1, 2015
DENTAL		
Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Preventive Coinsurance	100%	80%
Basic Coinsurance	90%	50%
Major Coinsurance	60%	50%
Annual Maximum Benefit	\$1,500	\$1,500
Annual Deductible	\$50	\$50
Orthodontia Coverage	Yes	
Orthodontia Coinsurance	50%	50%
Orthodontia Lifetime Maximum Benefit	\$1,500	\$1,500
VISION		
Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Exams	\$0 Copay One/Year	\$30 Copay One/Year
Frames	\$130 annual max	\$25 annual max
Lenses	No charge; limit 1 set per year	\$80 annual max (Varies by type)
Contact Lenses	\$130 Max every year in lieu of lenses	N/A
INCOME REPLACEMENT		
Life and Accidental Death & Dismemberment	FT Status 1, 3 - \$25,000 PT Status 4 - \$10,000	
Disability	FT Status 1, 3 - \$275, Max 26 weeks PT Status 4- \$140 , Max 26 weeks	

BASIC PLAN

All average hours are measured over 12 month period unless specified.

Associates can choose any plan lower than the best plan they are eligible to elect, except ancillary plan.

Associates who average more than 30 hours or more may cover their child dependents beginning 1/1/16 if not currently eligible to enroll their child dependents.

Only Status 1 Full Time Associates may cover spouses or domestic partners that do not have ACA compliant medical and drug coverage offered by another employer, except Kroger.

Status 1 Associates who have spouses or domestic partners with ACA compliant medical and drug coverage through another employer may only elect Dental and Vision benefits for their spouse or domestic partner for \$2 per week.

ELIGIBILITY

Full-time Associates enrolled after 7/29/14 who have at least 1 year of service who work an average of 30 hrs/week may have dependent coverage (must work 28 hrs/week to maintain single or dependent child coverage)

Part-time Associates enrolled after 7/29/14 who have at least 1 year of service who work an average of 28 hrs/week (must work 23 hrs/week to maintain coverage)

Associates hired with the expectation that they will work an average of 30 or more hours shall be eligible for enrollment the first of the month following 60 days of employment

WELLNESS AND BIOMETRIC SCREENING

Bio-metric screenings must be completed no later than 9/30/14 to earn incentive credit for 2014. Effective 1/1/15, screenings must be completed no later than 12/15/14 for lower weekly contribution in following plan year.

WEEKLY CONTRIBUTION

	With Bio-metric Screening	Without Bio-metric Screening
Employee Only	\$7.00	\$9.10
Employee + Children	\$13.00	\$16.90
Employee Spouse	\$15.00	\$19.50
Family	\$19.00	\$24.70

MEDICAL PLAN ESSENTIALS

	In Network	Out of Network
Preventive Coverage	100%	NA
Co-Insurance	70%	50%
Annual Deductible: Single / Family	\$1,250 / \$2,500	\$2,500 / \$5,000
Annual Out-Of-Pocket Max Single / Family <i>includes medical deductible and all other medical copays</i>	\$5,500/\$11,000	\$11,000/\$22,000
Annual Maximum Benefit	Unlimited	Unlimited
Lifetime Maximum Benefit	Unlimited	Unlimited

POINT OF SERVICE COINSURANCE

	In Network	Out of Network
Copays apply to Deductible	Yes	Yes
Primary Care Office Visit Coinsurance	70%	50%
Specialist Office Visit Coinsurance	70%	50%
Emergency Room Copay	\$175 then coinsurance	\$175 then coinsurance
Emergency Room Copay (Waived if Admitted)	Yes	Yes

BASIC PLAN

PRESCRIPTION PLAN		
	Minimum Co-Pay	Maximum Co-Pay
Day Supply Retail	30	
Retail Generic Copay	Greater of 10% or \$10	\$20
Retail Brand Formulary Copay	Greater of 20% or \$20	\$50; \$60 effective January 1, 2015
Retail Brand Non Formulary	Greater of 30% or \$35	\$50; \$75 effective January 1, 2015
Days Supply Mail-Order	90	
Mail-Order Generic Copay	Greater of 10% or \$20	\$40
Mail-Order Brand Formulary	Greater of 20% or \$40	\$100; \$120 effective January 1, 2015
Mail Order Brand Non Formulary	Greater of 30% or \$70	\$100; \$150 effective January 1, 2015
DENTAL		
Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Preventive Coinsurance	100%	80%
Basic Coinsurance	90%	50%
Major Coinsurance	60%	50%
Annual Maximum Benefit	\$1,500	\$1,500
Annual Deductible	\$50	\$50
Orthodontia Coverage	Yes	
Orthodontia Coinsurance	50%	50%
Orthodontia Lifetime Maximum Benefit	\$1,500	\$1,500
VISION		
Spouse and Dependent Child Coverage Available	Yes	
	In Network	Out of Network
Exams	\$0 Copay One/Year	\$30 Copay One/Year
Frames	\$130 annual max	\$25 annual max
Lenses	No charge; limit 1 set per year	\$80 annual max (Varies by type)
Contact Lenses	\$130 Max every year in lieu of lenses	N/A
INCOME REPLACEMENT		
Life and Accidental Death & Dismemberment	FT Status 1, 3 - \$25,000 PT Status 4 - \$10,000	
Disability Pay	FT Status 1, 3 - \$275, Max 26 weeks PT Status 4- \$140 , Max 26 weeks	

ANCILLARY PLAN

All average hours are measured over 12 month period unless specified.

ELIGIBILITY

Part-time Associates enrolled after 7/29/14 who have at least 1 year of service and work at least 20 but less than 28 hrs/week and are not eligible for medical and drug benefits

WEEKLY CONTRIBUTION

\$2.00 per participant

DENTAL

	In Network	Out of Network
Preventive Coinsurance	100%	80%
Basic Coinsurance	90%	50%
Major Coinsurance	60%	50%
Annual Maximum Benefit	\$1,500	\$1,500
Annual Deductible	\$50	\$50
Orthodontia Coverage	Yes	
Orthodontia Coinsurance	50%	50%
Orthodontia Lifetime Maximum Benefit	\$1,500	\$1,500

VISION

	In Network	Out of Network
Exams	\$0 Copay One/Year	\$30 Copay One/Year
Frames	\$130 annual max	\$25 annual max
Lenses	No charge; limit 1 set per year	\$80 annual max (Varies by type)
Contact Lenses	\$130 Max every year in lieu of lenses	N/A

INCOME REPLACEMENT

Life and Accidental Death & Dismemberment	\$10,000
Disability Pay	\$140 (Max 26 weeks)

APPENDIX F: RETIREE HEALTH CARE

RETIREES PLAN			
ELIGIBILITY			
Effective January 1, 2007, associates must have twenty (20) years of service to be eligible for retiree health care			
Monthly contribution rates are effective January 1, 2015			
MEDICAL PLAN ESSENTIALS			
	2014	2015	2017
Co-Insurance (In-Network)	90%	90%	85%
Co-Insurance (Out-of-Network)	60%	60%	60%
Annual Deductible: Single / Family (In-Network)	\$250/\$500	\$350/\$700	\$500/\$1,000
Annual Deductible: Single / Family (Out-of-Network)	\$500/\$1,000	\$700/\$1,400	\$1,000/\$2,000
Annual Out-Of-Pocket Max Single/Family (In-Network) <i>includes medical deductible and all other medical copays</i>	\$3,000/\$6,000	\$3,500/\$7,000	\$4,000/\$8,000
Annual Out-Of-Pocket Max Single/Family (Out-of-Network) <i>includes medical deductible and all other medical copays</i>	\$6,000/\$12,000	\$7,000/\$14,000	\$8,000/\$16,000
PRESCRIPTION PLAN			
	Generic	Brand	Nonpreferred
Retail	10% Maximum \$50	30% Maximum \$50	
Mail Order	10% Minimum \$20 Maximum \$40	20% Minimum \$40 Maximum \$100	30% Minimum \$60 Maximum \$100
DENTAL			
Dental Cleanings	100%		
VISION			
Eye Exam	100%		

CINCINNATI SUNDAY OPTIONS

In January 1995, Associates hired prior to November 10, 1986 will be offered a one-time opportunity to receive a lump sum payment equal to the amount of money earned by the Associate for hours worked on Sundays in the year 1993. In return for the payment, the Associates will agree to forfeit future Sunday premium and the provision for Sunday being outside of the work week. For Associates accepting this option, Sunday work will continue to be voluntary and they will not be required to work Sundays in order to maximize their schedules for the week.

LETTER OF UNDERSTANDING: LABOR/MANAGEMENT COMMITTEE

Mr. Lennie Wyatt
President
United Food and Commercial Workers
Union Local 75
913 Lebanon Street
Monroe, Ohio 45050

Dear Lennie:

During our recent negotiations the following was agreed upon:

A Labor/Management Committee shall be established to discuss mutual problems. Such meetings will take place on a quarterly basis (January, April, July and October), if needed. If a problem would occur of an urgent nature, then meetings will take place sooner than as mentioned above.

The Committee shall be comprised of representatives of the Union, representatives of the Employer and rank and file members.

Both parties agree to participate in FMCS training program. This training will include Union Stewards and Store Manager. The Company will provide the necessary unpaid time off for the Stewards to participate.

An agenda will be agreed upon prior to the meeting.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING: KROGER 363 LIQUOR SHOP, CUSTOMER REQUESTS

Mr. Lennie Wyatt
United Food and Commercial Workers
United Local 75
913 Lebanon Street
Monroe, Ohio 45050

Dear Lennie:

During our recent negotiations we reaffirmed the understandings set forth in the October 17th, 1989 letter attached to the expired contract. Those understandings are:

1. Liquor Shop at Store 363, Lawrenceburg – As we discussed in negotiations, the Liquor Shop at the Lawrenceburg Store (#363) will be handled like the Kentucky Liquor Shops and the same rates of pay shall apply.
2. Job Descriptions/Customer Requests – It is our understanding that people who work in the Sacker/Carryout, Salad Bar, Floral Attendant and Customer Service Attendant classifications are to be limited to performing work as outlined in their job description.
3. Should any grievance arise regarding application of the above, it may proceed directly to the 3rd Step of the grievance procedure.
 - A. It is understood and agreed that no commodity classification handled by food Associates in any future SavOn conversion stores opening during the term of this Agreement will be transferred to Non-Food Associates.
 - B. The Head Non Food clerk classification will be maintained in a conversion store until an opening in this classification occurs in the appropriate seniority area or a transfer is accepted to another store.
 - C. Non Food clerks may only be utilized to handle new commodity classifications until four (4) weeks prior to completion of the conversion after which they will handle all items as provided for above. The restriction shall not apply to the restaurant clerks, lobby clerks, and head receiving clerks or cosmetician classification.
 - D. The Union shall be advised at least ninety (90) days prior to the start of any conversion construction.

Signed this _____ day of _____, 2001.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING: HEALTH CARE

The bargaining parties shall recommend that Trustees of the Southwest Ohio Health and Welfare Fund expand the Fund's approach to Total Health Management by way of implementing programs in accordance with the intent of this letter. Research shows that many people go about their daily lives feeling healthy, but unaware that they may have or are at risk of developing diabetes, hypertension, heart disease, etc. An integral facet of Total Health Management involves programs that are designed to increase self-awareness and promote wellness. The bargaining parties and Trustees have introduced and implemented an array of preventive health benefits to plan participants at no cost with in-network providers, and made available certain maintenance medications to treat and control chronic illnesses at reduced member co-pay amounts. The bargaining parties believe that an investment in Health Reimbursement Accounts will further promote health and wellness benefits, and will pay dividends over time in improving the overall health status of plan participants and reducing plan expenditures related to chronic and catastrophic illness.

The parties recommend that the following three key programs be implemented by January 1, 2012:

Establish Health Reimbursement Accounts (HRAs) administered by the Fund to help offset higher deductible amounts and such other out-of-pocket medical plan expenditures as the Trustees may deem appropriate. With the establishment of the HRAs, the trustees shall establish criteria for how participants may attain credits to their HRA accounts. In any calendar year such credits may not exceed \$225 for single, or \$450 for family. However, any unused HRA credit amounts at the end of each plan year are rolled over for use in the following plan year provided the participant continues eligibility as an Associate or dependent.

Develop a health risk assessment survey to help the Associate and spouse understand their current medical condition. Completion of the annual survey will result in dollar credits to the HRA accounts up to \$100/200 per single/family. Survey results are intended to identify potential health risks so that the participant can receive proper care and treatment. The Trustees are expected to develop effective tools for the participants manage their health. All of this survey information is confidential to the plan participant and does not affect health care eligibility.

Develop other targeted health improvement programs that could add credits of up to \$125/\$250 per single/family per year to HRA accounts. Program ideas to consider may include, but are not limited to, annual physical exams, blood pressure testing, cholesterol testing, blood glucose testing, or other measures that help identify actual or potential health risk conditions. All of this survey information is confidential to the plan participant and does not affect health care eligibility.

These three elements are recognized by the bargaining parties as key components of an overall goal of transformational change from a reactive sickness claims payment system to a proactive health promotion system. Our vision is to create a culture of health and to create a pathway for plan participants to take control of their health care with appropriate tools and incentive to achieve our shared goals. We expect the Trustees to develop and refine these three concepts and encourage consideration of other ideas to be implemented on or after 2012 in this important area.

For the Union

For the Company

Date

Date

LETTER OF UNDERSTANDING: ARTICLE 22.2

In 2014 bargaining, the Union raised concerns about protecting the status quo continuity of health benefits in the event a new agreement is not reached by expiration of the CBA or during a reasonable extension period while good faith bargaining continues. Continuation of benefits is predicated upon the continuation of the pass through mechanism and contributions attributable to administrative fees, dental, vision, disability, and life insurance, implemented in the 2014 agreement.

Therefore, the company should not terminate payment of contributions based on the pass through arrangement for a reasonable period of time after contract expiration.

The company assures the union that contract extensions have occurred from time to time in the past for mutually beneficial reasons, and it has no intention of unreasonably denying the use of contract extensions in the future while good faith bargaining continues. The company asserts, however, that an extension cannot go on forever, simply to avoid changing the status quo continuity of benefits.

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: UNION SHOP CONDITIONS & CHECKOFF

In the event right-to-work legislation should pass in the states of Ohio, Indiana, and/or Kentucky, the following Letter of Understanding will be enacted:

Orientation – The Employer shall provide the designated Union official with the date, time and location of all new employee orientations at least 48 hours in advance of each orientation meeting. The Union shall advise the Employer of whether or not they are attending and who from the Union will be participating. The Employer shall provide the Union’s designee with a list of new employees who will be attending orientation, including name(s) and department. The Union’s designated representative(s) shall be introduced to new employees and allowed a period of time, not to exceed 15 minutes, to share Union information. The Employer shall be supplied a copy of any printed information provided to the employee by the Union.

It is understood and agreed that the Employer will not make any negative or disparaging references regarding the Union during the Employer’s interviewing, hiring and orientation process. Conversely, the Union shall not defame the Employer or use any inflammatory statements contrary to the spirit of a cooperative labor relations environment during their member solicitation meeting. Should the Union be found utilizing disparaging comments in its presentation, the access as provided in this Article shall be withdrawn and suspended until resolved by the grievance process.

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: GM PILOT PROGRAM

UFCW Local 75 and the Kroger Company agree to a pilot program beginning at ratification and ending 12/31/15. This program is to increase customer service through the support of Non-Food Associates assisting, when necessary, on the front end. The pilot program is solely for the purpose of running additional registers; no additional responsibilities may be added.

Only Non-Food personnel, who are selected by Store Management, are eligible to participate in this pilot program.

Non-Food Associates requested to run a register as a result of this program shall be paid \$1.00 per hour premium in addition to their hourly rate; such Associates shall be paid a minimum of one hour's premium each time they are signed on to run a register. Non-Food Associates shall not run a register for longer than four (4) hours per week, regardless of the number of times they are called to a register to assist with customer service.

If a Non-Food Associate exceeds four hours and fifteen minutes (4:15) signed on to a register in one week, all hours on the register will be paid at second tier top Food Clerk rate.

Non-food Associates must log-in using their assigned register number to ensure payment of the premium.

Union Representatives or Union Stewards must be given an operator sales by terminal report, upon request within a reasonable time frame.

A Labor-Management Committee will review the program at the end of 12/31/15. The program, if deemed successful, will be incorporated and become part of the current Cincinnati CBA thereafter. The success of the program will be determined within one (1) week of the end of the pilot.

With the implementation of this pilot program, Associates with 30 years or more of service as of January 1, 2014 will receive one additional personal holiday, which may be taken one day at a time. This will continue as long as the pilot program is in place, expanded or extended: Que Vision Support – Pilot Program

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: STEP TWO GRIEVANCE PROCESS

UFCW 75 and the Kroger Company

UFCW 75 and The Kroger Company (Cincinnati Division) agree to put a hold on the practice of Article 8.1 STEP 2 of the grievance and Arbitration process. All other provisions of Article 8 will still be in place and adhered to. This hold on the Step 2 process will enable the Company to adequately train the Company representative to be a part of the Step 2 process moving forward. The Company will notify UFCW 75 on the process of the training of the Company representative. The reinstatement of the Step 2 process will be mutually agreed to by the Company and UFCW 75.

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: COFFEE SHOP PREMIUM

With the removal of the Coffee Shop cap, the Coffee Shop Clerk will progress to the top of the current Food Clerk scale of \$13.85 and the Lead Coffee Shop Clerk will receive a \$.25 premium on the current top rate equal to \$14.10 .

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: FEASIBILITY STUDY

UFCW Local 75 (“Local 75”) and The Kroger Co. (“Kroger”) have entered into a collective bargaining agreement covering Non-Foods employees. These employees currently participate in the Non-Food Kroger Retirement Fund or Kroger Retirement Savings Account. Local 75 and Kroger agree to negotiate in good faith concerning the participation of these employees in the UFCW Consolidated Pension Fund for future service. Toward that end, the parties agree to study the feasibility of such participation and to use their best efforts to seek the cooperation of the plan sponsor of the Non-Food Kroger Retirement Fund or Kroger Retirement Savings Account and the Board of Trustees of the UFCW Consolidated Pension Fund to provide such information as is necessary for the parties to consider the contemplated participation.

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: ARTICLE 15.2, 15.16(C), AND ARTICLE 15.16(G)

The determination of the union #1 Seniority Date for full-time employees is reached by dividing the time between the employee’s date of hire (DOH) and beginning date of continuous service (BDCS) date. The BDCS is the first day on which the employee began to work full-time hours. If hired and coded as full-time, in accordance with the ACA, then the employee’s first day of 90 days will be their BDCS date. Example: The DOH, BDCS date, and Union #1 will be the same day. If the employee qualifies as full-time under the 52-week “look back” period on his 1st anniversary or the CBA agreed upon measurement period, the BDCS will be the anniversary or October 1. The Union #1 date will be halfway between DOH and BDCS.

The 3-19-05 date defined in 15.16(g) reflects the current ratio date for employees promoted to Status 1. As the new 500 Status 1 employees are promoted, the 3-19-05 date will reflect their date of hire until the 500th employee is promoted, then their DOH will be the determining date for Status 1 or Status 3 seniority schedules.

If an employee’s date is prior to the last Status 1 promotion, then they will remain on the Status 1 schedule based on their original BDCS determination. If the DOH is after the last Status 1 promotion date, then those employees will be on the Status 3 seniority schedule based on their original BDCS determination.

For the Union

For the Company

Date _____

Date _____

LETTER OF UNDERSTANDING: DEPENDENT COVERAGE QUALIFIER (ARTICLE 22.3)

The parties recently ratified a collective bargaining agreement with effective dates of October 5, 2013 through June 16, 2018. It became apparent shortly after ratification that a dispute had arisen regarding Article 22, specifically 22.3. The specific section in reference is in the first paragraph: "Status 1 full-time associates who average 30 hours or more per week...may enroll in addition to self coverage, dependent children and spouses." The required average of hours prior to ratification for self, children, and spousal coverage was 25 hours. The parties were in disagreement about the number of hours needed by a Status 1 associate to qualify for dependent coverage post-ratification, however. The Union maintained that 25 hours was the qualifier post-ratification for all coverage, and there was no intent to change the qualifier to 30 hours for dependent coverage. The Company maintained that the written language should be adhered to.

The parties then participated in a Labor-Management meeting regarding this dispute. In an attempt to clarify the language and intent of the parties and to resolve the dispute, the parties have entered into this Letter of Understanding.

In an effort to seek resolution of this dispute and avoid the cost and expense of arbitration, the parties agreed to recognize 28 hours as the required full-time average to maintain dependent children and spousal medical benefit coverage and a 25-hour average for self coverage. As part of the settlement, the parties have also agreed to modify ratified contractual language prior to final printing to reflect the aforementioned resolution.

Any associate/member who is defined in the pre-arbitration settlement from 2001 will continue to enroll self, dependent children, and spousal coverage based on their average of hours as stated in the pre-arbitration agreement.

For the Union

For the Company

Date _____

Date _____