

**PROPOSED CHANGES IN THE  
AGREEMENT BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 400  
AND  
MID-ATLANTIC DIVISION OF KROGER  
LIMITED PARTNERSHIP I (ROANOKE STORES)**

**1. AGREEMENT**

**Modify the language in Section 1.1 as follows:**

This Agreement has been entered into between Mid-Atlantic Division of Kroger Limited Partnership I-~~Marketing Area~~, hereinafter designated as the Employer, and the United Food and Commercial Workers (UFCW) Union Local #400, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

**2. ARTICLE 2 - NON-DISCRIMINATION**

**Modify the language in Section 2.1 as follows:**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, religion, color, creed, national origin, gender, **gender identity**, sexual orientation, age, disability, Union affiliation or activities, ~~or~~ **veteran's status in accordance with existing law or any other status protected by federal, state or local law.**

**3. ARTICLE 3 - COVERAGE**

**Modify the language in Section 3.1 as follows:**

The Union shall be the sole and exclusive bargaining agent for all employees, except for Store Management, Professional Pharmacy Department employees, Pharmacy Technicians, ~~Wine Specialists~~ **Adult Beverage Consultants**, Security employees, Demonstrators, and all other managerial or clerical employees in the stores of the Employer operating in Virginia, McDowell and Mercer Counties in West Virginia, and Tennessee. If stores covered by this Agreement are transferred out of the Mid-Atlantic Marketing Area, the Union shall continue to be the sole and exclusive bargaining agent for all employees described above in such stores and in any new stores opened in the cities in which such transferred stores are located.

**4. ARTICLE 5 - SHOP CONDITION**

**Modify the language in Section 5.4 and 5.5 as follows:**

~~*Dues-Membership Fees*~~ - The Employer agrees to deduct Union ~~dues~~ **membership fees**, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees. The Employer shall forward such payroll deductions to the Secretary-Treasurer of the Union on a weekly basis, indicating the employee's name, employee number and the amount deducted for each employee. In the event no wages are due an employee or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall be made from the wages of an adequate amount subsequently next due the employee and thereupon transmitted to the Union.

Active Ballot Club Deductions - The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club from employees who are Union members and who signed deduction authorization cards. The deductions shall be in the amount of ~~one dollar (\$1.00)~~ **one dollar twenty-five cents (\$1.25)** per week.

**5. ARTICLE 7 - DISPUTE PROCEDURE**      **Modify the language in Section 7.1 as follows:**

- Step 2. By conference at the grievant's store unless mutually agreed to meet elsewhere, between the Union Representative and the District ~~Manager~~, or if mutually agreed between the parties, a ~~District Operations Coordinator or District Human Resources Coordinator~~ **designee**. The parties agree to make reasonable arrangements within ~~five (5)~~ **ten (10) working calendar** days of the completion of Step 1 for a Step 2 conference to be held. If Step 2 does not settle the dispute within three (3) ~~working~~ **calendar** days, it may be taken to Step 3.
- Step 3. By conference at a reasonable location for the people involved between an official or officials of the Union, ~~the Divisional Director~~, Human Resources/Labor Relations or other representatives of the Employer ~~delegated by the Divisional President~~. The parties agree to make reasonable arrangements within ~~five (5)~~ **ten (10) working calendar** days of the completion of Step 2 for a Step 3 conference. Within seven (7) days of the Step 3 conference, the Company will provide to the Union a response to the grievance.
- Step 4. In the event Step 3 fails to settle the complaint, it may be referred to arbitration within fifteen (15) ~~working~~ **calendar** days.

**6. ARTICLE 7 - DISPUTE PROCEDURE**      **Modify the language in Section 7.3 as follows:**

The Employer may at any time discharge any employee for proper cause. If the Union concludes after investigation that the discharge was improper, the Union must file a written complaint with the Employer within seven (7) **calendar** days. Any such written complaint must be discussed as specified in the procedure outlined in Article 7.1 above.

**7. ARTICLE 11 - OTHER WORK**      **Modify the language in Section 11.2 as follows:**

Any employee who relieves a ~~Head Produce Clerk~~ **Department Leader**, ~~Head Grocery Clerk~~ **Department Leader**, ~~Head Deli Clerk~~ **Department Leader**, ~~Head Dairy Clerk~~ **Department Leader**, ~~Customer Service~~ **Front End** Manager, ~~Head Drug-GM Clerk~~ **Department Leader** or Head Meat Cutter for a period of four (4) days (within a workweek) or more, and to whom responsibility for the job is delegated, shall receive the contract rate in effect in the store involved for such time spent on relief. In stores where the ~~Head Dairy Clerk~~ **Department Leader** position is grandfathered, the relief pay provision is in effect only as long as the grandfathered "Head Dairy Clerk" is in the position.

**8. ARTICLE 12 - WAGES: Sections 12.2, 12.3 and 12.4**

All previous retail experience pay rate language will be eliminated (Sections 12.2, 12.3, 12.4).

**9. ARTICLE 14 - WORKING CONDITIONS Modify the language in Sect. 14.4 as follows:**

For employees hired after November 3, 1989, the workweek shall ~~be not~~ **not be** more than five (5) days, Sunday through Saturday.

**10. ARTICLE 14 - WORKING CONDITIONS Modify the language in Sect. 14.12 as follows:**

Employees will be provided information regarding the Marketing Area dress standards, and each employee will be required to adhere to these dress standards. Employees will be provided Kroger uniforms ~~shirts~~, (three (3) for full-time employees, two (2) for part-time employees), **Kroger issued** accessory items, and name badges. These uniforms ~~shirts~~ will be replaced as necessary provided the employee turns in the worn uniform ~~shirt~~ for a new uniform ~~shirt~~. ~~Ponchos~~ **Outerwear** will be furnished in each store for carryout employees and they shall not be taken off the store premises.

**11. ARTICLE 14 - WORKING CONDITIONS Modify the language in Section 14.21 and incorporate night premium side letter as follows:**

A night premium of one dollar (\$1.00) per hour shall be paid for night work performed between 10:00 p.m. and 6:00 a.m., including grocery night stock clerks. This is separate from and in addition to the employee's straight time hourly rate. When a clerk is scheduled to work fifty percent (50%) or more of the scheduled work shift between 10:00 p.m. and 6:00 a.m., the employee will receive the night premium for the entire shift. **Effective January 31, 2021 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per hour.**

**12. ARTICLE 14 - WORKING CONDITIONS Modify the language in Section 14.22 and incorporate night premium side letter as follows:**

In the Meat Department, a night premium of one dollar (\$1.00) per hour shall be paid for work performed by full-time employees between ~~9:30~~ **10** p.m. and 6:00 a.m. on a night shift, such shift not to begin before ~~9:30~~ **10:00** p.m. (except that a night shift may be started at 9:00 p.m. or after on Sunday and holiday nights and the time and one-half (1-1/2) will not apply). When a night shift employee is scheduled to work fifty percent (50%) or more of his scheduled work shift between ~~9:30~~ **10** p.m. and 6:00 a.m., he will receive the night shift premium for his entire shift. **Effective January 31, 2021 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per hour.**

**13. ARTICLE 14 - WORKING CONDITIONS Modify the language in Sect. 14.25 as follows:**

~~When more than two (2) employees are employed on night stocking, one (1) employee shall be designated as lead night stock clerk and shall receive an additional premium of \$5.00 per shift or \$25.00 per week,~~

~~whichever is greater. If the Employer, at its discretion, assigns a head clerk to supervise the night stock crew, there will be no lead night stock clerk in the store.~~ **Effective February 2, 2021 the Employer will appoint one (1) Lead Night Clerk per store. Employees appointed to this position will receive a premium of seventy-five cents (\$0.75) per hour in addition to their personal rate.**

#### **14. ARTICLE 15 - HOLIDAYS**

**Modify the language in Sect. 15.3 as follows:**

The following shall be observed as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days observed in lieu thereof. During a week in which one of the above holidays occur, full-time employees who have worked full-time for more than thirty (30) days shall receive eight (8) hours straight-time pay in addition to wages earned unless absent the last **scheduled** workday before the holiday or the first **scheduled** workday following the holiday.

If absence is caused by proven illness **supported by a doctor's note** or is authorized by ~~management~~ **division Human Resources**, such employee will receive the holiday pay provided the employee worked any part of the holiday week. In localities where Easter Monday, Armistice Day, or other local holidays are observed, the Employer will make available the normal week's work for employees but will not pay the holiday pay. If an employee takes a vacation during a holiday week, the employee shall receive an additional day off in lieu of the holiday **to be paid on the next week worked**. No employee shall be required to work beyond 6:00 p.m. on Christmas Eve, except to take care of customers in the store at that time. Any holiday specified in this paragraph falling on Sunday will be celebrated on Monday.

#### **15. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.4 as follows:**

A status 1 employee reduced below forty (40) hours for two (2) consecutive weeks or laid off for one (1) week, if he is not the least senior status 1 employee in the same classification in the same city, may displace the least senior status 1 employee in the same classification within the same city. If the employee is the least senior status 1 employee in the same classification within the same city, the employee may displace the least senior status 1 employee within the **geographic area. If the employee is the least senior status 1 employee in the same classification in the geographic area, the employee may displace the least senior status 1 employee in the same classification within the same district.** ~~zone or displace the least senior full-time employee in the same classification in the city.~~ If the employee is the least senior status 1 employee in the same classification in the same ~~zone~~ **district**, he may displace the least senior status 1 employee in the bargaining unit or displace the least senior full-time employee in the same classification in the ~~zone~~ **district**. **When this situation occurs, the geographic area shall be determined by the Employer and Union.**

The employee must exercise his option in writing to the ~~Zone Manager~~ **District Office** with a copy to the Director, Human Resources/Labor Relations and the Union not later than the Monday following layoff or the Monday following the employee being scheduled below forty (40) hours the second consecutive week. If the employee fails to exercise this option as outlined above, he becomes a full-time employee as defined in Article 13.1.

**16. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.5 as follows:**

A full-time employee as defined in Article 13.1 who has been reduced below thirty-eight (38) hours per week for six (6) consecutive weeks or laid off one (1) week shall have two (2) weeks to exercise his bump rights by displacing the least senior full-time employee by city, geographic area, zone~~district~~ and bargaining unit provisions as specified for status 1 employees in Article 16.4. If he chooses not to exercise these bump rights, he forfeits his right to bump.

**17. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.8 as follows:**

Effective ~~February 1, 2006~~ **August 2, 2020**, the classifications for employees shall be: General Store Clerk, Courtesy Clerk, ~~Fuel Center Clerk~~, Lead Clerk, Department Manager and Meat Cutter.

**18. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.10 as follows:**

Seniority for part-time employees other than employees whose principal occupation is attending high school, shall be on a city basis. Such a part-time employee who is to be laid off for one (1) calendar week or more may displace the least senior part-time employee in the same city provided that he exercises this option in writing to the District ~~Manager~~ **Office** with a copy to the ~~Director, Human Resources/Labor Relations~~ and the Union not later than Monday following layoff.

**19. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.13 as follows:**

A part-time employee who is available for and desires a full-time job will make his desire known in writing to the Store Manager with copies to the District ~~Manager~~ **Office**, ~~Director, Human Resources/Labor Relations~~, and the Union, specifying whether or not the desire for such job is limited to the city in which he is working or applies to the zone. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the zone provided he has the ability to fill the job. If circumstances change so that he becomes unavailable for a full-time job, he will so advise the Store Manager, with a~~copies~~ **copy** to the ~~Director, Human Resources/Labor Relations, District Manager~~ and the Union.

**20. ARTICLE 16 - SENIORITY**

**Modify the language in Sect. 16.14 as follows:**

When an opening occurs for a ~~Head~~ **Department Leader** or back-up **in the following Departments:** Produce Clerk, Grocery Clerk, Deli Clerk, Customer Service Manager, Drug-GM Clerk, Meat Cutter, a job opening notice for the position will be posted in every store within **seven (7) calendar days of the vacancy in** the District. **Job postings will be posted for a period of seven (7) calendar days.** It is expressly understood that the Company is not required to undergo an interview process and may place employees in these roles at its sole discretion. **The Company will appoint these positions within forty-five (45) days of the closing of the job posting.**

**21. ARTICLE 17 - VACATIONS**

Add new language to Sect. 17.4 as follows:

**Regular night crew employees (Grocery Night Stock Clerks including Dairy and Frozen Food) shall receive the night crew premium in their vacation pay during the period of time they are permanent night crew employees (Grocery Night Stock Clerks including Dairy and Frozen Food).**

**22. ARTICLE 17 - VACATIONS**

Modify the language in Sect. 17.8 as follows:

Choice of vacation dates will be granted on the basis of seniority, except that the Company reserves the right to grant vacations to any employee when their absence will least affect the operation. Employees ~~must~~ **must** choose vacation by **February 15<sup>th</sup> and the approved list must be posted by** March 1st; otherwise they forfeit the privilege of choice by seniority

**23. ARTICLE 24 - SHOP STEWARDS**

Modify the language to Sect. 17.8 as follows:

The Union shall have the right to designate five (5) Shop Stewards (one (1) for meat, one (1) for grocery and three (3) alternates) for each store. The Shop Stewards may act for the Union in ~~the collection of dues from Union members and~~ explaining the facts and status of the Union to the employees. The Union shall furnish to the Employer a list of Shop Stewards and any necessary revisions of this list due to changes. A Shop Steward may be transferred only in cases of promotion or with the consent of the Steward or the Union to the transfer. The Shop Stewards shall be the last employees to be laid off except in the case of store closings.

**24. ARTICLE 27 - HEALTH AND WELFARE -- See Attachment "A"**

**25. ARTICLE 28 – EXPIRATION: June 7, 2020 through June 11, 2022**

**26. SCHEDULE "A" WAGES -- See Attachment "B"**

**27. SCHEDULE "A" - WAGE MISCELLANEOUS, SECTIONS 3, 5, 6, 7 Modify the language in Sections 3, 5, 6 and 7 as follows:**

**Section 3**

*Consolidate Lead Clerk language as follows:*

The Employer will appoint, where applicable, a Lead Seafood Clerk. ~~Employees appointed to this position will receive a premium of sixty five cents (\$0.65) per hour in addition to their personal rate. Effective June 3, 2018, the premium shall be increased to seventy five cents (\$0.75) per hour.~~ **The Employer will appoint one (1) Lead Seafood Clerk, one (1) Lead Frozen Clerk, one (1) Lead Floral Clerk, one (1) Lead Starbucks Clerk, one (1) Fuel, and one (1) Lead Cheese Clerk for those stores with a recognized Floral, Starbucks, Fuel,**

**and Murray's Cheese Department. Employees appointed to these positions will receive a premium of seventy-five cents (\$0.75) per hour in addition to their personal rate.**

**Section 5**

The Employer will establish the position of Lead Dairy Clerk as vacancies occur in the Head Dairy Clerk position. This will also apply in stores opened after April 1, 2001. Employees appointed to the position of Lead Dairy Clerk will receive a premium of one dollar and ten cents (\$1.10) per hour in addition to the top rate. Head Dairy Clerks transferred to a different store, as Head Dairy Clerk shall keep their position rather than changing to a Lead Dairy Clerk. **Effective January 31, 2021 this premium shall be increased to one dollar and fifty cents (\$1.50) per hour.**

**Section 6**

*Consolidate language into Section 3 above:*

~~The Employer will establish the position of Lead Frozen Food Clerk in stores with annual sales volumes of \$150,000 or more average. Employees appointed to the position of Lead Frozen Food Clerk will receive a premium of sixty five cents (\$0.65) per hour in addition to their personal rate. Effective June 3, 2018, the premium shall be increased to seventy five cents (\$0.75) per hour.~~

**Section 7**

*Consolidate language into Section 3 above:*

*With regards to Lead Nutrition Clerks, reference December 5, 2018 Side Letter.*

**For stores with recognized non-integrated Nutrition Departments, the Employer will appoint one (1) Lead Nutrition Clerk. Employees appointed to this position will receive a premium of seventy-five cents (\$0.75) per hour in addition to their personal rate.**

~~The Employer will appoint one (1) Lead Floral Clerk and one (1) Lead Nutrition Clerk for those stores with recognized Floral and Nutrition Departments. Employees appointed to the position of Lead Floral Clerk and Lead Nutrition Clerk will receive a premium of sixty five cents (\$0.65) per hour in addition to their personal rate. Effective June 3, 2018, the premium shall be increased to seventy five cents (\$0.75) per hour.~~

**28. SCHEDULE "A" - WAGE MISCELLANEOUS, SECTION 10b. Delete language in Section 10b:**

~~Before becoming eligible for the back up position, the employee must pass a departmental specific back up test and be certified by a member of the District Business Unit, with the exception of back-ups in place on the date of ratification.~~

**29. SIDE LETTERS -- See Attachment "C"**

Attachment "A"  
Company Comprehensive Healthcare Offer

This document represents a Comprehensive Offer for a modification of terms regarding healthcare in the negotiations for a successor agreement to the Kroger Roanoke Stores Agreement by and between Mid-Atlantic Division of Kroger Limited Partnership I ("Kroger") and the United Food and Commercial Workers Local 400 (Union).

**Article 27 Health and Welfare:**

**Section 1.**

- The following information summarizes the modifications to the healthcare benefits for Kroger employees represented by UFCW Local 400 under the Roanoke CBA, Art. 27 and Schedule E.

**Section 2. Employee Contributions:**

The following rates are weekly rates to be deducted from payroll in accordance with Kroger's Section 125 plan.

Plan of Coverage	2020 (Current)			2021			2022		
	RNK1	RNK2	RNK3	RNK1	RNK2	RNK3	RNK1	RNK2	RNK3
EE Only	\$18.00	\$13.00	\$8.00	\$18.00	\$13.00	\$8.00	<b>\$19.00</b>	<b>\$14.00</b>	<b>\$9.00</b>
Employee + Spouse	\$52.00	\$47.00	\$42.00	<b>\$54.12</b>	<b>\$49.12</b>	<b>\$44.12</b>	\$54.12	\$49.12	\$44.12
Employee + Child(ren)	\$23.00	\$18.00	\$13.00	\$23.00	\$18.00	\$13.00	<b>\$24.00</b>	<b>\$19.00</b>	<b>\$14.00</b>
Employee + Spouse + Child(ren)	\$57.00	\$52.00	\$47.00	<b>\$59.12</b>	<b>\$54.12</b>	<b>\$49.12</b>	\$59.12	\$54.12	\$49.12

**Section 3. Eligibility:**

All employees covered by the CBA will qualify for 2022 benefits coverage in accordance with the eligibility requirements outlined below. Fuel clerks would qualify as regular clerks. No other changes to eligibility rules (Courtesy clerks continue to qualify for Plan 3 with 30 hours per week over the 12 month measurement period).

Eligibility	Current Roanoke	Proposed
Employee Only	<del>25 Hours</del>	<b>28 Hours</b>
Employee + Child(ren)	30 Hours	30 Hours
Employee + Spouse + Child(ren) *Family	<del>38 Hours</del>	<b>36 Hours</b>

**Section 4. Administration:**

**Change to ASO (Administrative Services Only) arrangement By January 31, 2021.**

**Section 5. Benefits: Core Medical Benefits**

Plan Essentials	Current Roanoke 2020			Proposed 1/1/2021 Roanoke		
	RNK1	RNK2	RNK3	RNK1	RNK2	RNK3
Plan of Coverage						
Co-Insurance (ER Share)	80.00%	75%	70.00%	80.00%	75.00%	70.00%
Deductible (SIN/FAM)	\$550/\$1100	\$800/\$1600	\$1,000 / \$2,000	<b>\$650 / \$1,300</b>	<b>\$900 / \$1,800</b>	<b>\$1,150 / \$2,300</b>
MED OOP Max (SIN/FAM)	\$4000/\$8000	\$5,000 / \$10,000	\$6,000 / \$12,000	\$3,500 / \$7,000	\$5,000 / \$10,000	\$6,000 / \$12,000
Primary Care Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$30 Copay
Specialist Copay	\$40 Copay	\$40 Copay	\$40 Copay	\$40 Copay	\$40 Copay	\$40 Copay
Urgent Care Copay	\$75 Copay	\$75 Copay	\$75 Copay	<b>\$75 Copay + 20% Coins</b>	<b>\$75 Copay + 25% Coins</b>	<b>\$75 Copay + 30% Coins</b>



Ancillary Benefits:

VISION PLAN TA (6.26.20) Eff. 1/1/2021	In Network		Out of Network	
	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical	
Spouse / Dependent Care	Yes		Yes	
Exams	Covered 100% - every 2 years	Not Covered	\$10 Copay every 12 months	\$46 Allowance
Frames (Every 24 Months)	\$120 Allowance	Not Covered	\$120 Allowance	\$45 Allowance
Lenses (Every 24 Months)	Covered 100% - every 2 years	Not Covered	Covered 100% - every 2 years	Up to \$125 Allowance
Contact Lenses				
-- Medically Necessary	Covered 100% - every 2 years	Not Covered	No Charge Every 24 months	Up to \$210 Allowance
-- Not Medically Necessary	\$120 Allowance	Not Covered	\$120 Allowance	Up to \$105 Allowance
Children Under 19	Not Specified	Not Covered	No Charge for Lenses. No charge for frames up to \$120, then 80% coins	No charge up to \$125 for lenses or up to \$45 for frames, then 100% coins

Income Replacement:

Life and AD&D Insurance (TA 6.26.20) Eff. 1/1/21	RNK1		RNK2		RNK 3	
	36 + hours	<36 hours	36+ hours	<36 hours	36+ hours	<36 hours
--Employee	\$50,000	\$10,000	\$20,000	\$10,000	\$20,000	\$10,000
--Spouse	\$5,000	\$2,000	\$5,000	\$5,000	\$2,000	\$2,000
--Child	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

**ARTICLE 27 – HEALTH BENEFITS**

**Modify language:**

Correct name of Health Fund to: **United Food and Commercial Workers Union Local 400 and Employers Health and Welfare Fund.**

Department Head Back-up	
No Sales Requirement	Hourly
Current	\$1.20

Lead Clerk Premium	
No Sales Requirement	Hourly
Current	\$0.75

Dept. Head Back-up Classifications
Deli Back-Up
Drug/GM Back-Up
Front End Back-Up
Grocery Back-Up
Meat Back-Up
Produce Back-Up

Lead Clerk Classifications
Cheese Shop Lead
E-Commerce Lead
Floral Lead
Frozen Food Lead
Fuel Lead
Seafood Lead
Starbucks Lead

Proposal: Dept. Head Back-ups shall transition to the new scale in accordance to their base rate on the FT Clerk scale. No back-up shall be placed lower than Level 5 on the new scale. Newly hired/promoted back-ups will be placed at Level 5. The \$1.20 premium will still apply.

Proposal: Lead Clerks shall transition to the new scale in accordance to their base rate on the FT Clerk scale. No Lead shall be placed lower than Level 4 on the new scale. Newly hired/promoted leads will be placed at Level 4. The \$0.75 premium will still apply.

Lead Dairy Premium	
No Sales Requirement	Hourly
Current	\$1.10
1/31/2021	\$1.50

Night Premium	
Night Shift Work	Hourly
Current	\$1.00
1/31/2021	\$1.25

Current: Lead Dairy Clerks shall automatically be placed at the top rate of the full-time clerk scale with the applicable premium.

The night premium will be paid according to articles 14.21 and 14.22.

Lead File Maintenance Clerk	
No Sales Requirement	Hourly
	\$0.85

**Red Circled Associates "Outside of Progression"**  
 Associates who fall outside the wage progression shall receive a lump sum in lieu of an hourly rate increase each year in which merging into their proposed scale would result in a decrease in pay. Associates who receive \$0.15 or more by merging into their proposed scale will move to the appropriate rate in lieu of the lump sum. Associates who receive less than \$0.15 by merging into their wage schedule will move to the appropriate rate and also receive their lump sum for that year.

Proposal: Lead File Maintenance Clerks shall transition to the new scale in accordance to their base rate on the FT Clerk scale. No Lead shall be placed lower than Level 4 on the new scale. Newly hired/promoted leads will be placed at Level 4. The \$0.85 premium will still apply.

	6/7/2020	6/6/2021
Full Time Lump Sum	\$750	\$650
Part Time Lump Sum	\$350	\$275

Head Meat Cutter		Current Contract
		6/2/2019
<b>Proposal: Current Head Meat Cutter rate red circled upon ratification</b>	Payrate	\$19.25

New CBA - Red Circled			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$19.60	\$19.95	\$19.95

Department Head Clerk (Grocery, Produce, Front-End, Deli, Drug/GM)		Current Contract
		6/2/2019
<b>Proposal: All Head Meat Cutters promoted after ratification will follow Department Head Clerk Rate</b>	Payrate	\$18.35

New CBA - Add Head Meat Cutters			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$18.70	\$19.05	\$19.05

Journeyman (Red Circled)		Current Contract
		6/2/2019
	Payrate	\$17.59

New CBA			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$750 LS	\$650 LS	N/A

Head Dairy Clerk (Red Circled)		Current Contract
		6/2/2019
	Payrate	\$17.44

New CBA			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$750 LS	\$650 LS	N/A

Red Circled Clerks		Current Contract
		6/2/2019
	Payrate	\$16.46

New CBA			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$750 LS	\$650 LS	N/A

*Receiving Clerk (Red Circled)		Current Contract
		6/2/2019
<b>Proposal: Will move to Level 7 on new clerk scale</b>	Payrate	\$14.23

New CBA			
Progression	6/7/2020	6/6/2021	1/1/2022
Payrate	\$15.20	\$15.55	\$15.55

Meat Cutters		Current Contract
Also includes currently appointed Meat Back-ups and Seafood Leads who have passed the meat cutting test.		6/2/2019
Start		\$8.25
After 6 Months		\$8.50
After 12 Months		\$8.75
After 18 months		\$9.00
After 24 months		\$9.25
After 30 months		\$9.50
After 36 months		\$16.50

New CBA			
Progression	6/7/2020	6/6/2021	1/1/2022
Level 6	\$14.00	\$14.50	\$14.50
Meat Cutter Top Rate	\$16.85	\$17.20	\$17.20

**Wage Rules: Effective 6/7/2020**

- \*All employees under \$9.50 will move to \$14.00 (Level 6)
- \*All employees at \$9.50 and above will move to \$16.85 (Meat Cutter Top Rate)
- \*Once an employee transitions to level 6 or the top rate, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA.

**Full Time Clerks Current Contract**

	6/2/19
Start	\$7.50
After 6 Months	\$7.75
After 12 Months	\$8.00
After 18 months	\$8.25
After 24 months	\$8.50
After 30 months	\$8.75
After 36 months	\$9.00
After 42 Months	\$9.25
After 48 Months	\$9.50
After 54 Months	\$9.75
After 60 Months	\$10.00
After 66 Months	\$10.25
After 72 Months	\$10.50
After 78 Months	\$10.75
After 84 Months	\$11.00
After 90 Months	\$11.25
After 96 Months	\$11.50
After 102 Months	\$11.75
After 108 Months	\$12.00
After 114 Months	\$12.25
After 120 Months	\$12.50
After 126 Months	\$12.75
After 132 Months	\$13.00
After 138 Months	\$13.25
After 144 Months	\$13.50
After 150 Months	\$13.75
After 156 Months	\$14.85

**New CBA**

Progression	6/7/20	6/6/21	1/1/22
Level 1	\$10.00	\$10.25	\$11.25
Level 2	\$11.00	\$11.25	\$11.50
Level 3	\$11.50	\$12.00	\$12.00
Level 4	\$12.50	\$13.00	\$13.00
Level 5	\$13.00	\$13.50	\$13.50
Level 6	\$14.00	\$14.50	\$14.50
Level 7	\$15.20	\$15.55	\$15.55

- Wage Rules: Effective 6/7/2020**
- \*All employees under \$9.75 will move to \$10.00 (Level 1)
  - \*All employees between \$9.75 and \$10.50 will move to \$11.00 (L 2)
  - \*All employees between \$10.75 and \$11.00 will move to \$11.50 (L3)
  - \*All employees between \$11.25 and \$12.00 will move to \$12.50 (L 4)
  - \*All employees between \$12.25 and \$12.50 will move to \$13.00 (L5)
  - \*All employees between \$12.75 and \$13.50 will move to \$14.00 (L6)
  - \*All employees at \$13.75 and above will move to \$15.20 (Level 7)

\*Once an employee transitions to one of the seven levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.

On 6/6/2021:  
 All FT associates on level 1 would move to level 2  
 All FT associates on level 2 would move to level 3  
 Any part time associate at level 1 who gets promoted to FT would go to Level 2  
 So on this date, the floor for FT associates would move to level 2, and level 1 would only have PT associates in it

**Part Time Current Contract**

	6/2/19
Start	\$7.50
After 6 Months	\$7.65
After 12 Months	\$7.80
After 18 months	\$7.95
After 24 months	\$8.10
After 30 months	\$8.25
After 36 months	\$8.40
After 42 Months	\$8.55
After 48 Months	\$8.70
After 54 Months	\$8.85
After 60 Months	\$9.00
After 66 Months	\$9.15
After 72 Months	\$9.30
After 78 Months	\$9.45
After 84 Months	\$9.60
After 90 Months	\$9.75
After 96 Months	\$9.90
After 102 Months	\$10.80

**New CBA**

Progression	6/7/20	6/6/21	1/1/22
Level 1	\$10.00	\$10.25	\$11.25
Part Time Top R	\$11.05	\$11.30	\$11.55

- Wage Rules: Effective 6/7/2020**
- \*All employees under \$9.75 will move to \$10.00 (Level 1)
  - \*All employees at \$9.75 and above will move to \$11.05 (Part Time Top Rate)
- \*Once an employee transitions to one of the two levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.

**Full Time Night Stock Clerk**

Current Contract	
	6/2/19
Start	\$8.00
After 3 Months	\$8.25
After 6 Months	\$8.75
After 12 Months	\$9.25
After 18 months	\$9.75
After 24 months	\$10.25
After 30 months	\$10.75
After 36 months	\$11.25
After 42 Months	\$11.75
After 48 Months	\$12.25
After 54 Months	\$12.75
After 60 Months	\$13.25
After 66 Months	\$13.75
After 72 Months	\$14.25
After 78 Months	\$15.50

New CBA			
Progression	6/7/20	6/6/21	1/1/22
Level 1	\$10.00	\$10.25	\$11.25
Level 2	\$11.00	\$11.25	\$11.50
Level 3	\$11.50	\$12.00	\$12.00
Level 4	\$12.50	\$13.00	\$13.00
Level 5	\$13.00	\$13.50	\$13.50
Level 6	\$14.00	\$14.50	\$14.50
Level 7	\$15.20	\$15.55	\$15.55
Lump Sum	\$750 LS	\$650 LS	\$15.55

**Wage Rules: Effective 6/7/2020**

- \*All employees under \$9.25 will move to \$10.00 (Level 1)
  - \*All employees between \$9.25 and \$9.75 will move to \$11.50 (Level 3)
  - \*All employees at \$10.25 and \$10.75 will move to \$12.50 (Level 4)
  - \*All employees at \$11.25 will move to \$13.00 (Level 5)
  - \*All employees between \$11.75 and \$13.25 will move to \$14.00 (Level 6)
  - \*All employees between \$13.75 and \$14.25 will move to \$15.20 (Level 7)
  - \*All employees at \$15.50 will receive lump sum payments of \$750 in year 1, \$650 in year 2, and also merge into the clerk scale in year 2.
  - \*Once an employee transitions to one of the seven levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.
- On 6/6/2021:  
 All FT associates on level 1 would move to level 2  
 All FT associates on level 2 would move to level 3  
 Any part time associate at level 1 who gets promoted to FT would move to level 2  
 So on this date, the floor for FT associates would move to level 2, and level 1 would only have PT associates in it

**Part Time Night Stock Clerk**

Current Contract	
	6/2/19
Start	\$8.00
After 3 Months	\$8.20
After 6 Months	\$8.60
After 12 Months	\$9.00
After 18 months	\$9.40
After 24 months	\$9.80
After 30 months	\$10.20
After 36 months	\$10.60
After 42 Months	\$11.00
After 48 Months	\$11.40
After 54 Months	\$11.45

New CBA			
Progression	6/7/20	6/6/21	1/1/22
Level 1	\$10.00	\$10.25	\$11.25
Level 2	\$11.00	\$11.25	\$11.50
Level 3	\$11.50	\$12.00	\$12.00
Level 4	\$12.50	\$13.00	\$13.00

**Wage Rules: Effective 6/7/2020**

- \*All employees under \$9.80 will move to \$10.00 (Level 1)
- \*All employees between \$9.80 and \$10.60 will move to \$11.00 (Level 2)
- \*All employees at \$11.00 will move to \$11.50 (Level 3)
- \*All employees at \$11.40 and above will move to \$12.50 (Level 4)
- \*Once an employee transitions to one of the four levels on the new pay scale, they shall be eligible for all applicable increases scheduled for that level for the remainder of the CBA. Associates will not progress to another level unless promoted to full time, a lead or a back-up. All new hires will be placed at level 1.

**Courtesy Clerks**

Current Contract	
	6/2/19
Start	\$7.35
After 60 Months	\$7.50

New CBA			
Progression	6/7/20	6/6/21	1/1/22
Courtesy Clerks	\$9.50	\$10.00	\$11.00

**Wage Rules: Effective 6/7/2020**

- \*All Courtesy Clerks shall move to \$9.50

## **ATTACHMENT “C” – SIDE LETTERS**

### **Incorporate the following Side Letters to Main Body of Contract**

- Head Bakery Clerk Side Letter – (Schedule A, #11)
- Fuel Center Lead Premium. Kroger #208 and #402 (Schedule C)
- Red circled journeyman and second men (Item #2)
- Ability to use Vacation and Personal days for sickness (Item #3)
- Pay rate for Meat Department Leaders who choose to step down (Side Letter dated 9/11/2019)
- Educational Leaves of Absence (Side Letter #4)
- Night Premium language and increases (Side Letter Roanoke Night Premium) Articles 14.21 and 14.22

### **Renew the Following Side Letters**

- Continue past practice on vacation selection in each store (Side Letter #1)
- Managers performing bargaining unit work discussion (Side Letter #2)
- Appomattox Store Meat Pension and Health Benefits (Appomattox Side Letter)
- Click List (“Pickup”), (Schedule F - Letter of Understanding)
- Overnight wage scale at Kroger #345 and #402 (Side Letter Overnight Wage Scale)
- Lead Nutrition Clerks (Side Letter Lead Nutrition Clerks)

### **Delete Side Letters no Longer Applicable**

- Department specific back up test (Schedule A, 10b)
- Health benefit eligibility report side letter (Side Letter #3)
- Charlottesville and Lexington stores wage rate (Charlottesville and Lexington Side Letters)

**KROGER ROANOKE**

**CONTRACT COSTS**

**KEY FACTORS:**

**Health Benefits** – The current costs of Health Benefits are **\$16.5** million per year or **\$2.44** per hour worked. Even with the minor changes to eligibility and deductibles in the Plans, Kroger will increase their contributions an additional **\$4.5** million over the next two years. This represents a change from the current **\$2.44** per hour worked cost to **\$2.96** per hour worked, an increase of **\$.52** cents per hour.

**Pension** – Currently, the Pension cost is **\$.92 per hour worked**. Based on the Agreement, the Kroger will maintain pension payments of **\$6.5** million per year.

**Wages** - Increase by the following:

Year 1 – Increase by **\$7.2** Million

Year 2 – Increase by **\$10.7** Million

**TOTAL CONTRACT COSTS**


Baseline Cost over 4 years:	\$ 216,734,000.00
Increases on Wages:	\$ 17,900,000.00
Health Benefit Increases:	\$ 4,480,000.00
Night Prem. And Bonus:	\$ 597,000.00
2 Year Cost	<b><u>\$ 239,711,000.00</u></b>

- **Cost increase of \$22,977,000.00, which is an 10.6% increase over Baseline over 2 years.**
- **Per Hour Increase over the next 2 years of \$3.48 per hour.**

# NOTES:



# NOTES:

 **UFCW**  
**Local 400**

*Thank You*  
**FOR**  
**SHOPPING**  
**UNION**

a **VOICE** for working America

**MARK P. FEDERICI**  
**PRESIDENT**

**CHRISTOPHER HOFFMANN**  
**SECRETARY-TREASURER**

