

MEMORANDUM OF AGREEMENT

BETWEEN

UFCW LOCAL 1529 AND KROGER DELTA DIVISION

This memorandum carries a 100% recommendation to accept from your entire union negotiating committee present on July 18, 2015

1. Article 3 – Shop Conditions (Clerk and Meat)
Add:
E. The Employer agrees to maintain the current level of electronic exchange of information. The Employer will consider any additional electronic information requests.
2. Article 5 – Dispute Procedures (Clerk and Meat)
Add paragraph to Section E to read:
In the event any arbitration is cancelled, rescheduled or settled, the Employer and the Union agree to work together collectively to discuss and resolve any issues that may adversely impact employees involved.
3. Article 10 – Working Conditions (Clerk Section E and Meat Section A)
Add the following sentence:
Employees may take lunch periods of less than one (1) hour where mutually agreed. This will be decided in each store separately.
4. Article 10 – Working Conditions (Clerk Section F and Meat Section S)
Add sentence:
The Employer will make additional options available for purchase that may be worn with the standard uniform during cold weather conditions.
5. Article 14 – Seniority (Clerk Section L 5 and 6 and Meat Section M **8** and **9**)
Add the following paragraphs:
5.(**8**.) An employee designated as full-time will be scheduled forty (40) hours per week.

6.(**9**.) Any requests regarding a status change from full-time to part-time must be in writing in the presence of the chief shop steward, alternate, or the most senior bargaining unit member available if a steward or alternate is not present.

6. Article 15 – Health and Welfare

(Clerk and Meat)

Change the following paragraphs to read:

C. No student, age eighteen (18) and under, who has coverage through another source, will become eligible for health and welfare contributions, **unless they meet the qualification outlined in paragraph D.** Students who leave school will not need to requalify if they meet all other qualifications.

D. Effective January 1, 2016, a Courtesy Clerk, Fuel Clerk, or Student (under age 18 who is currently not eligible as outlined in paragraph C above) will become eligible for health and welfare benefits on the first (1st) day of the first (1st) calendar month immediately following nine (9) months employment if he/she has maintained an average of thirty (30) hours per week (360 hours) under the current eligibility rules.

E. Employees on the payroll and qualified as of July 1, 2001, shall continue to be covered by the plan identified by the Health and Welfare Plan & Trust as Plan A (closed plan), **unless a choice is made to go into another Plan. At each open enrollment, a choice can be made to go to another plan identified by the Health and Welfare Plan & Trust as Plan B or Plan C. If an election is made to go to Plan B or Plan C, a future election can be made to go back to Plan A at a later enrollment period, if so desired.**

F. Full and part-time employees on the payroll and qualified after July 1, 2001, shall be eligible for a schedule of benefits identified as Plan B, **unless a choice is made to go into another Plan. At each open enrollment, a choice can be made to go into Plan C. If an election is made to go to Plan C, a future election can be made to go back to Plan B at a later enrollment period, if so desired.**

G. Full-time employees hired after July 1, 2005 and part-time employees hired after January 1, 2005, shall be eligible for a schedule of benefits identified as Plan C. After thirty-six (36) months of Plan C eligibility, **a choice can be made to go to Plan B or stay in Plan C. If an election is made to remain in Plan C, a future election can be made to go to Plan B at a later enrollment period, if so desire.**

H. Delete first sentence regarding lump sum contribution to the Fund on October 31, 2012.

Change last sentence to read:

Contributions shall be as follows effective **January 1, 2015:**

Plan A Full-Time	\$850.12
Plan B Full-Time	\$697.17
Plan C Full-Time	\$698.26
Plan A Part-Time	\$364.64

Plan B Part-Time	
Start	\$249.73
6 months	\$265.38
12 months	\$334.29
Plan C Part-Time	
Start	\$240.30
6 months	\$260.12
12 months	\$335.44

J. Increase monthly contribution increases as follows:

January 1, 2017 – maximum of six (6) percent
January 1, 2018 – maximum of four (4) percent
January 1, 2019 - maximum of three (3) percent

Maintained the six (6) million dollar Letter of Credit and the one (1) million dollar stop loss reserve throughout the life of this Agreement.

Q. Health and Welfare employee contributions for eligible employees will take effect in the following manner:

Contributions amounts for all Plans (A, B, and C) will be:

Effective January 1, 2015: (no change)	A	B	C
Part-time Employee Only	\$ 9.00	\$ 7.00	\$ 5.00
Full-Time Employee Only	\$ 9.00	\$ 7.00	\$ 5.00
Full-Time Employee/Child(ren)	\$14.00	\$11.00	\$10.00
Full-Time Employee/Spouse	\$18.00	\$14.00	\$12.00
Full-Time Employee/Family	\$20.00	\$17.50	\$15.00

Effective January 1, 2016 – No Change from 2015

Effective January 1, 2017:	A	B	C
	(90/10 Plan)	(80/20 Plan)	(75/25 Plan)
Part-time Employee Only	\$ 9.00	\$ 7.00	\$ 5.00
Full-Time Employee Only	\$11.00	\$ 9.00	\$ 7.00
Full-Time Employee/Child(ren)	\$20.00	\$15.00	\$12.00
Full-Time Employee/Spouse	\$24.00	\$18.00	\$15.00
Full-Time Employee/Family	\$30.00	\$20.00	\$17.00

Effective January 1, 2018 – No Change from 2017

Effective January 1, 2019:	A	B	C
Part-time Employee Only	\$11.00	\$ 9.00	\$ 7.00
Full-Time Employee Only	\$13.00	\$11.00	\$ 9.00
Full-Time Employee/Child(ren)	\$22.00	\$17.00	\$14.00
Full-Time Employee/Spouse	\$27.00	\$21.00	\$18.00
Full-Time Employee/Family	\$34.00	\$24.00	\$21.00

7. Article 20 – Pension (Meat)

Change following Sections to read:

B. Effective **the first month following date of ratification**, on behalf of employees who were hired prior to February 1, 2004, the Employer agrees to make a contribution of ~~one hundred forty nine and five cents (\$149.05)~~ **one hundred ninety dollars and twenty one cents (190.21)** for each calendar month in which the employee is paid at least an average of thirty-two (32) hours per week for twelve (12) consecutive weeks immediately preceding the first day of the month.

Effective **the first month following date of ratification**, on behalf of employees who were hired on or after February 1, 2004, the Employer agrees to make a contribution of ~~one hundred forty nine dollars and five cents (\$149.05)~~ **one hundred seventy-one dollars and fifty six cents (\$171.56)** for each calendar month in which the employee is paid at least an average of thirty-five (35) hours per week for twelve (12) consecutive weeks immediately preceding the first day of the month.

C. Effective **the first month following date of ratification**, on behalf of employees **hired on or before September 1, 2004** ~~with one (1) year of service~~, the Employer agrees to make a contribution of ~~fifty five (\$55.00)~~ **seventy dollars and twenty six cents (\$70.26)** per month.

Effective the first month following date of ratification, on behalf of part-time employees hired after September 1, 2004 with one (1) year of service, the Employer agrees to make a contribution of sixty-three dollars and forty eight cents (\$63.48) per month.

E. During the term of this Agreement, it is understood by the Union and the Employer that the Employer contributions will not be increased. However, if the AUCR and the Employer contributions decrease accordingly, the unit benefit value will not increase above the benefit level in effect in November 2014. The Union and the Employer agree to apply any savings to the Health and Welfare Fund.

8. New Article – Marketplace Store (**ONLY**) (Clerk)

Add Article to read:

The Employer will notify the Union in each instance of classifying a store with the “Marketplace” designation.

The terms of the Collective Bargaining Agreement (except as noted below) will apply.

- A. The Employer may utilize an outside service for the assembly and delivery of Drug/GM and Home Departments merchandise. Current employees in the Drug/GM Department will not be reduced in hours as a result of the implementation of this language.
- B. Where the Employer deems it necessary, each of the sub-departments (expanded kitchen, home décor, furniture, apparel, expanded toys and baby world) will have a lead position.
- C. Each employee assigned to a lead position will be trained at the Employer’s expense and on the Employer’s timetable. After the training, each will be tested both on knowledge and work environment application. Each successful candidate will then be certified in the position. The Employer reserves the right to remove any employee from the lead positions for performance related reasons.

- D. In addition to the sub-department leads, where the Employer deems it necessary, a Marketplace store can appoint an additional "Scan Coordinator".
- E. All Department Managers, Leads and Scan Coordinators assigned to a Marketplace Store will receive the premium rate for the \$900,001 – over sales volume bracket or one dollar and fifty cents (\$1.50) per hour.

9. Schedule "A" Wages: (Clerk and Meat)

Add the following paragraphs:

In the matter of appointments of Backup Department Head and Lead positons, the employee will have a minimum of ninety (90) days to show their ability to perform the job.

The Employer may assign an employee to the position of "Lead Wine Consultant". This is not a required position and the Employer may elect not to assign the position. In the event an employee is assigned as a Lead Wine Consultant, then such employee shall receive a premium of fifty cents (\$.50) per hour.

The Employer may assign an employee to the position of "Lead Juice Bar Clerk" in stores that have a full service juice bar. This is not a required position and the Employer may elect not to assign the position. In the event an employee is assigned as a Lead Juice Bar Clerk, then such employee shall receive a premium of fifty cents (\$.50) per hour.

10. Schedule "A" Wages:

	2015*	Oct 2016	Oct 2017	Oct 2018
Department Heads	.30	.30	.30	.30
Full-time Top Rated	.25	.25	.25	.25
Part-time Top Rated	.20	.20	.20	.20
Courtesy Clerk Top Rated	.20			

*2015 increase is effective two weeks following ratification (Sunday date)

11. Contract Expiration (Clerk Article 26 and Meat Article 25)

March 1, 2015 – February 24, 2019

12. Dates will be updated regarding our 1 million dollar (1,000,000.00) stop loss reserve and the 6 million dollar (6,000,000.00) Letter of Credit on our health insurance fund. This will remain throughout the life of this Agreement unless called by the Trustees of the Health & Welfare Fund.

13. Letter of Agreement – Retiree Health Care

Throughout the life of this Agreement, the Employer will make a month contribution of \$91,667.00 per month to the Retiree Health Care Plan

The Bargaining Parties agree to direct the Trustees to study the impact of retirees obtaining alternative coverage. If such alternatives are favorable for retirees and changes are made, then the Employer contributions defined above would be directed to the active Fund.