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**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL NO. 408
AND
THE KROGER COMPANY
INDEX**

ARTICLE I	Recognition and Jurisdiction
ARTICLE II	Non-Discrimination—Check-Off
ARTICLE III	No Strike—No Lockout
ARTICLE IV	Meat Department Employees
ARTICLE V	Wages
ARTICLE VI	Hours of Work
ARTICLE VII	Vacations
ARTICLE VIII	Holidays
ARTICLE IX	Leaves of Absence
ARTICLE X	Seniority
ARTICLE XI	Working Conditions
ARTICLE XII	Grievance and Arbitration
ARTICLE XIII	Separation Pay
ARTICLE XIV	Health and Welfare
ARTICLE XV	Pensions
ARTICLE XVI	Management Rights
ARTICLE XVII	Favored Nations Clause
ARTICLE XVIII	Savings Clause
ARTICLE XIX	Store Closing
ARTICLE XX	Individual Retirement Account (IRA)
ARTICLE XXI	Duration
APPENDIX "A"	Wages
APPENDIX "B"	Seniority Areas
TERM	November 20, 1983 through November 22, 1986

AGREEMENT

ARTICLE I

RECOGNITION AND JURISDICTION

A. The Employer recognizes UFCW Local No. 408 as the exclusive and collective bargaining agent for all employees in the Meat Department in all of Employer's retail stores located in the following counties: Aransas, Austin, Bastrop, Brazoria, Brazos, Bell, Burleson, Calhoun, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Jackson, Jasper, Jefferson, Jim Wells, Kleberg, Lavaca, Lee, Liberty, Matagorda, Milam, Montgomery, Newton, Nueces, Orange, Polk, Refugio, San Jacinto, San Patricio, Travis, Trinity, Tyler, Victoria, Walker, Waller, Washington, Wharton, and Williamson. The parties agree that this Contract shall cover, the Union which is a party hereto, shall have jurisdiction over all Meat Department employees in retail stores that are, or will be owned, leased, or operated by the Employer in such counties.

It is hereby agreed that the terms and provisions of this Agreement shall be binding upon the successors and/or assigns of the Employer. In the event of a change of ownership of the operation, the Company shall pay off all obligations regarding accumulated wages, pro rata of earned vacation, or other monetary benefits due employees under the terms of this Agreement at the time of transfer of ownership.

B. For the purpose of this Contract, the Meat Department includes all employees who are engaged in the handling, processing, and offering for sale of fresh and frozen meat, poultry, fish, rabbits, sausage, smoked meats and meat products, which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, regardless of the place of performance, (1) to the extent that such work continues to be performed by the Employer, (2) to the extent such work is performed by the Employer within the Union's geographical area of representation as set forth above, and (3) to the extent such work is not currently represented by another Union. Specifically, although only the Employer's store Meat Departments in the aforementioned geographical area are covered by this Agreement, the Employer will continue to recognize the Union's work and collective bargaining jurisdiction over the Employer's store delicatessen operations that existed prior to the execution of this Agreement. The wholesale suppliers performing services to the Employer in the markets may continue to do so to the extent these services are presently performed.

C. It is not intended by any provision of this Agreement to prevent the Employer from cutting, packaging or otherwise handling meat at any central point. The Employer agrees that any work of cutting, packaging or otherwise handling meat at any central point owned, leased, or operated by the Employer in the counties listed in Paragraph A above which was previously performed at the Employer's retail markets will be performed by members of this bargaining unit under the wages, hours and working conditions of this Contract, except where this work is under the jurisdiction of an existing collective bargaining contract with the Employer. New classifications may be established for such work in any central location if a new classification does not primarily embrace work being performed by employees in any established classification. Prior to establishing such new classification, the Employer and the Union shall confer to establish the wage rate for such classification. In the event the parties cannot agree after such conference, the Employer may establish such a new classification and rate.

ARTICLE II

NON-DISCRIMINATION—CHECK-OFF

A. There shall be no discrimination against any employee, whether by the Employer or the Union, because of their membership or nonmembership in the Union.

B. The Employer and the Union agree that neither shall discriminate against any employee because of age, race, creed, color, sex or national origin. It is understood that wherever there appears a reference in this collective bargaining agreement to male or female gender, the intent is to interpret this Contract as to having no reference to a specific sex.

C. The Employer shall, during the term of this Contract, deduct initiation fees and regular union dues weekly from employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to Local Union No. 408 once a month.

A uniform Active Ballot Club deduction will be made in January of each year for those employees who indicate, in writing, each year, authorization to do so, and will be forwarded to the Local Union.

D. It is agreed that the Company will not attempt in any manner to prevent or discourage any employee from joining the Union or engaging in any lawful activity on behalf of the Union. The Company agrees to tell new employees that they are operating under a Union contract.

E. Employers with facilities and capabilities, which have no employee credit union, agree to make weekly deductions in amounts designated by employees belonging to the UFCW Local Union No. 408 Federal Credit Union who so desire such deductions and shall remit these amounts to such credit union.

ARTICLE III

NO STRIKE—NO LOCKOUT

A. The Union agrees not to cause, ratify or sanction any strike, slowdown, or stoppage of work and the Employer agrees that there shall be no lockout of any employees during the term of this Contract.

B. The Employer agrees that nothing in this Contract shall require any employee to report or to perform any work when to do so will require that he cross a legal labor picket line in a primary labor dispute involving the Employer when such is sanctioned by UFCW Local No. 408. Provided, however, that UFCW Local No. 408 agrees that it will give the Employer at least forty-eight (48) hours' notice after such primary picketing commences of its intention to sanction any such primary picket line.

**ARTICLE IV
MEAT DEPARTMENT EMPLOYEES**

A. Each shop shall have a Head meat Cutter and he shall be a Journeyman Meat Cutter and he may perform all the duties of, and shall direct the work, movements and operations of the Meat Department employees.

B. A Journeyman is one who has qualified as a skilled Meat Cutter. His duties shall include the receiving, cutting, grinding, slicing, preparing, processing, sealing, wrapping, bagging, pricing, fabricating and serving of all items in the Meat Department and the performance of all work incidental thereto.

C. Any Apprentice must be eighteen (18) years of age or older, learning all details and developing skills for performing the duties of a Journeyman Meat Cutter. The Employer agrees to assign each Apprentice to various jobs in order to give him the opportunity to qualify as a Journeyman. The apprenticeship training period shall be for a two-year period.

In cases where the Apprentice has not qualified as a Journeyman at the end of the apprenticeship training period in the judgement of the Employer, such apprenticeship period may be extended an additional six (6) months and the Apprentice shall be paid at the Top Apprentice rate during this period.

Nothing in this Section C will prevent the Employer from advancing an Apprentice to a Journeyman before the end of the apprenticeship training period if, in the judgement of the Employer, the Apprentice is qualified.

D. Employees engaged in weighing, wrapping, pricing and displaying shall be eighteen (18) years of age or over. Wrappers may be employed to wrap, scale, price, label, display, board, tray, bag poultry and other items, stock meats and slice cheese, bacon and delicatessen items with slicing machines, and to clean work tables and any equipment that they work with, including removable racks and display cases, glass, and to disassemble and clean refrigerated conveyor troughs, but excluding cleaning electric saws, grinders, tenderizers and patty machines. Wrappers shall not be permitted to cut any red meat, pork, lamb, poultry, rabbits, or fish.

Employees in the Weighers and Wrappers classification will have the opportunity to transfer without loss of seniority or reduction in straight-time hourly wage rate to the Apprentice classification when a vacancy exists, provided they have the skills, abilities, and physical capacity to perform the work. Employees in the Weighers and Wrappers classifications wishing to make application for such openings shall do so in writing with copies to both the Employer's designated official and the Union.

When a Wrapper is assigned to the Journeyman or Apprentice classification, the Wrapper will retain seniority in the Wrapper classification for a period of one (1) year. After one (1) year, if the former Wrapper continues to be assigned to the Apprentice or Journeyman classification, his or her seniority date will be the date assigned as an Apprentice or Journeyman. If the former Wrapper is to be laid off, the former Wrapper may elect to be reassigned to the Wrapper classification rather than accept a layoff. If the former Wrapper elects this option, his or her seniority date shall be the date originally assigned as a Wrapper.

If the former Wrapper has returned to the Wrapper classification and is recalled to the Journeyman or Apprentice classification, the Wrapper may accept the recall or remain in the Wrapper classification without further recall rights to the Journeyman or Apprentice classifications.

A Wrapper with one (1) year of full-time service with the Employer shall receive six (6) months credit upon entrance to apprentice training.

E. Employees of the Seafood Department shall perform work in that department only. Seafood sales to be counted as a part of Meat Department sales. The senior Seafood Clerk by store shall have the right to the first forty (40) hour schedule available in their department.

F. The Employer and the Union agree that any qualified employee eighteen (18) years or older, regardless of age, race, creed, color, sex or national origin, is eligible to work, and will be given an equal opportunity to work in any job classification covered by this Contract.

G. Head Meat Cutters shall be allowed to voluntarily return to the Journeyman classification without loss of seniority upon the giving of thirty (30) days' written notice to the Company. The return of the Head Meat Cutter to the Journeyman classification shall be conditioned upon the Employer having a qualified Head Meat Cutter replacement readily available to assume the responsibilities of the Head Meat Cutter desiring to return to the Journeyman classification.

**ARTICLE V
WAGES**

A. The scale of wages and job classifications in Appendix A is attached hereto and made a part of this Contract.

B. Employer agrees to continue the past practice of giving credit for previous proven comparable experience in the retail food industry to any full-time employee. Such experience in order to be considered must be within three (3) years and immediately prior to date of hire, excluding Military Service, and must be formally specified on application for employment. Proof of previous comparable experience must be furnished by the employee or determined by the Employer within thirty (30) days after hire, in order to have such experience considered. Any rate increase will be placed into effect when the experience has been verified and will become effective as of the date of verification.

C. Newly employed employees shall be classified by the Union as to their qualification for Journeymen and Apprentices.

D. When a Journeyman Meat Cutter is designated by the Employer to relieve the Head Meat Cutter for a period of more than two (2) consecutive scheduled working days, said Journeyman shall receive the rate specified in this Contract for the Head Meat Cutter for the period of time actually worked. The regular weekly scheduled days off of the Head Meat Cutter will not be utilized to compute the time worked in that classification by any Journeyman.

**ARTICLE VI
HOURS OF WORK**

A. Forty (40) hours of work, to be worked in five (5) days shall constitute a full workweek. Full-time employees who are scheduled for forty (40) hours in a given week shall be guaranteed forty (40) hours, or pay in lieu thereof, for that week, except that such guarantee shall not apply on any day in which the employee is tardy, absent, or has been disciplined for just cause. It is further understood that this guarantee will not apply when time off is granted by mutual agreement between the Employer and the employee or in cases of emergency as defined in Paragraph K-2. Employees shall be granted two (2) fifteen minute rest periods each day; one rest period to be taken during the shift worked prior to lunch, and one rest period to be taken during the shift worked after the lunch period. These rest periods are to be considered as time worked. Lunch periods shall not exceed one (1) hour. When an employee is required to work more than ten (10) hours in any one workday, the employee shall be granted an additional fifteen minute rest period to be taken after the tenth (10th) hour worked.

During the term of this Agreement, the Employer will not simultaneously reduce the scheduled working hours of its regular full-time employees across the board and without regard to seniority. Whenever a reduction in the working force is necessitated, the Employer will reduce the employee or employees affected, pursuant to Article 10 (Seniority). Schedules will be arranged to provide senior full-time employees with as many full forty (40) hour-per-week schedules as is consistent with the requirements of the business with the understanding that hours will not be added unnecessarily to accomplish this objective.

B. All hours worked in excess of forty (40) hours in any workweek shall be overtime. Minimum rate of pay shall be time and one-half (1½) the employee's basic rate of pay.

- C. Any time worked in excess of eight (8) hours in any one (1) day shall be considered overtime and the minimum rate of pay shall be time and one-half (1½) the regular basic rate of pay.
- D. All work performed after the fifth (5th) full day worked during any workweek shall be overtime and the employee's minimum rate shall be time and one-half (1½) the regular basic rate of pay.
- E. All hours worked in excess of thirty-two (32) hours in a workweek in which a holiday falls (or twenty-four (24) hours, should two (2) holidays fall within the same workweek) shall be considered overtime and shall be paid for at time and one-half (1½) the regular basic rate of pay.
- F. Hours of work at the above wage rate shall be between 6:30 a.m. and 6:30 p.m., Monday through Friday, and 7:30 p.m. for Saturday and days preceding holidays. Hours worked before 6:30 a.m. and after 6:30 p.m., except as above stated, shall be thirty-five cents (35c) per hour above the regular rate of pay. Work performed on Sundays and holidays shall not be included in determining the workweek.
- G. Worked performed on Sundays shall be paid at not less than time and one-half (1½) the regular rate of pay.
- H. Work performed on holidays shall be paid at not less than two (2) times an employee's regular rate of pay for hours actually worked.
- I. There shall be no split shift schedules for employees.
- J. In no case will overtime penalty or premium pay be pyramided.
- K. 1. The hours for each employee shall be scheduled by the Employer. A work schedule for full-time employees for the succeeding week, including Sunday or a holiday of the following week, shall be posted in each market not later than 4:00 p.m. on Friday of the current week.
2. Such schedule will not be changed during the week, without the consent of the employees, unless such requirement is necessitated because of sickness or emergencies (emergency means strike, fire, flood, etc.) Employees' schedules will not be changed to avoid payment of overtime, except as allowed herein. An employee who works the basic workweek and who is required to work on a scheduled day off will receive time and one-half (1½) for all work performed on that day. (The scheduled day off is the one posted on Friday, or any allowed revisions thereof.)
- L. A work schedule for part-time employees for the succeeding week shall be posted in each market by 4:00 p.m. on Friday of the current workweek, provided, however, the Employer may change the schedule of any part-time employee during any part of the workweek if business conditions necessitate such change.
- M. Time spent by an employee traveling during the workday between two (2) stores of the Employer, at the request of the Employer, shall be considered time worked and the employees who are authorized to use their own transportation shall receive fifteen cents (15c) per mile for the distance involved.
- N. No employee shall be required to work more than five (5) hours without an unpaid lunch period.
- O. Any full-time employee who reports for work as scheduled, without previous notice not to report, shall be guaranteed a minimum of his scheduled hours of work on that day, or four (4) hours of work or pay, whichever is greater, except in cases of emergencies as defined in Paragraph K-2.
- P. If employees are required to attend store meetings, sales meetings or other Company-sponsored meetings outside of the scheduled daily or weekly work hours, such time shall be considered as time worked.
- Q. Where work is performed, but not recorded, the employee involved will be subject to disciplinary action, including discharge. Employees who record another employee's time shall be disciplined, including discharge.
- R. Employees shall be paid weekly.
- S. Late shift or night shift work shall not be assigned for disciplinary reasons.

ARTICLE VII VACATIONS

- A. All full-time employees covered by this Contract, who have been employed full-time for the anniversary year, shall receive:
- (1) After one (1) year, one (1) week's vacation with pay;
 - (2) After three (3) years, two (2) week's vacation with pay;
 - (3) After seven (7) years, three (3) week's vacation with pay;
 - (4) After fifteen (15) years, four (4) week's vacation with pay;
 - (5) After twenty (20) years, five (5) week's vacation with pay.
- Each week's vacation shall run in not less than six (6) consecutive working days.
- B. A qualifying part-time employee, who has completed twelve (12) months' continuous service, will be eligible to receive a vacation with pay, provided that the part-time employee has worked six hundred twenty-four (624), or more, straight-time hours during such twelve-month anniversary period.
- Each part-time employee who meets the eligibility requirements of this Section of this Article shall, on his anniversary date, be entitled to receive: One (1) week's pro rata vacation with pay to be calculated on the basis of the total hours worked during the applicable anniversary year divided by fifty-two (52) weeks.
- Part-time employees shall be entitled to a second (2nd) week of pro-rated vacation after completion of three (3) years service. Two weeks shall constitute the maximum allowable pro-rated vacation for part-timers.
- A full-time employee who is reduced to part-time because of reduction in work hours by the Employer shall retain multiple weeks of vacation earned (if any) on a pro rata basis determined by dividing total hours worked in the vacation qualifying year by 52.
- C. Vacation time to be computed from date of employment or anniversary date thereof. It is understood and agreed that vacation will be taken at a time convenient to both the employee and the Employer. It is agreed that the employee's vacation will be paid at his/her current weekly rate of pay. It is agreed that the Employer will consult with, and give due regard to the recommendations of, the Head Meat Cutter in the shop and a Union representative to determine whether or not a replacement or replacements are necessary when vacations are being taken; provided, however, that after the Employer has fully considered the recommendations of the Head Meat Cutter and the Union representative, and if there is a disagreement between the Employer and the Head Meat Cutter and a Union representative regarding the matter, the Employer's decision on whether or not a replacement or replacements are needed shall be conclusive.
- D. Full-time vacation eligibility: (1) A full-time employee will be eligible for a one-week vacation as of the first anniversary date of continuous full-time service, provided he has completed one (1) year of continuous full-time service as of that date.
- (2) After qualifying for his first one-week vacation, a full-time employee who has completed one (1) year of continuous fulltime service (but less than three years) prior to January 1 is eligible for a one-week vacation as of January 1.
 - (3) A full-time employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three (3) years of continuous full-time service as of that date.
 - (4) After qualifying for his first two-week vacation, a full-time employee who has completed three (3) years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.
 - (5) A full-time employee will become eligible for a third week of vacation as of the seventh anniversary of his beginning date of continuous full-time service provided he has completed seven (7) years of continuous full-time service as of that date.

(6) After qualifying for his first three-week vacation, a full-time employee who has completed seven (7) years of continuous full-time service prior to January 1 is eligible for a three-week vacation as of January 1.

(7) A full-time employee will become eligible for a fourth week of vacation as of the fifteenth anniversary of his beginning date of continuous full-time service provided he has completed fifteen (15) years of continuous full-time service as of that date.

(8) After qualifying for his first four-week vacation, a full-time employee who has completed fifteen (15) years of continuous full-time service prior to January 1 is eligible for a four-week vacation as of January 1.

(9) A full-time employee will become eligible for a fifth week of vacation as of the twentieth anniversary of his beginning date of continuous full-time service provided he has completed twenty (20) years of continuous full-time service as of that date.

(10) After qualifying for his first five-week vacation, a full-time employee who has completed twenty (20) years of continuous full-time service prior to January 1 is eligible for a five-week vacation as of January 1.

If a full-time employee qualifies for a one (1), two (2), three (3), or four (4) week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take his earned vacation early or wait and take his cumulative earned vacation later in the year after he has completed the necessary service for the additional week of vacation.

Effective November 16, 1980, part-time employees who become full-time after that date, shall have all service from date of hire considered when calculating vacation eligibility.

E. If a full-time employee, who has not taken the vacation which he has earned by reason of his service is terminated for any reason except dishonesty, he shall receive his vacation pay at the time of termination.

F. When a holiday included in this Contract occurs during the calendar week of an employee's vacation, the employee, at his option, will be entitled to an extra day of vacation, or an extra day of pay in lieu thereof; however, the employee at the time he requests his vacation pay must inform Employer of his decision.

G. Choice of vacation dates will be granted on the basis of seniority in the market.

H. Employees shall be paid their vacation pay prior to their vacation period.

I. Employees entitled to vacations will not be given pay in lieu thereof, unless mutually agreed to by the Employer, the employee and the Union.

J. After one (1) year of employment, any leave of absence totaling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$); leaves totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half ($\frac{1}{2}$); leaves totaling more than two hundred seventy (270) days shall disqualify the employee for vacation for that year only.

K. Should ownership change during the term of this Contract, the present Employer agrees to pay employees for that portion of vacation earned up to date change is made.

ARTICLE VIII HOLIDAYS

A. A full holiday shall be given to all full-time non-probationary employees covered by this Contract on the following days without reduction in pay:

(1) New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the employee's anniversary date.

(2) After the completion of one (1) year of employment with Employer, employees shall be entitled to the following additional holidays in accordance with the provisions of this Article:

Three (3) personal holidays shall be taken at a time mutually agreed upon between the Employer and the employee. The employee's birthday itself shall also be celebrated as a personal holiday.

Holidays falling on Sunday shall be celebrated the following Monday. When an employee's birthday or anniversary date falls during a holiday week or during his vacation, another day off with pay will be given during the next succeeding non-holiday week.

B. The following holidays shall be considered as paid holidays for all qualifying part-time employees.

- (1) New Year's Day
- (2) Fourth of July
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Christmas Day
- (6) Employee's Birthday
- (7) Employee's Anniversary Date
- (8) Employee's Personal Day
- (9) Employee's Personal Day
- (10) Employee's Personal Day

The following shall govern holiday pay allowance for the above enumerated recognized holidays not worked:

Any employee who shall have received compensation for an average of over twelve (12) hours during the four (4) calendar weeks immediately preceding any such workweek in which the holiday falls, and who works during the workweek during which the holiday occurs shall receive as holiday pay that amount that equals the average of hours worked during such preceding four (4) calendar weeks, divided by five (5).

When a part-time employee, who is otherwise eligible for holiday pay allowance under the conditions as prescribed above is scheduled to work on a recognized holiday and fails to report to work, or to work the hours as scheduled on a holiday, or to work the scheduled day before or day after the holiday, such employee shall not be eligible to receive any holiday pay allowance.

C. An employee will not receive holiday or birthday pay if he is absent without excuse his last scheduled shift prior to the holiday or birthday or his first scheduled shift after the holiday or birthday or on his holiday or birthday, if so scheduled. An employee will not lose his holiday or birthday pay if absence is caused by proven illness, or if his absence has been mutually agreed to, provided he has worked any part of the holiday or birthday week. To qualify for holiday or birthday pay, the employee shall have been scheduled to work during the holiday or birthday week. The Union agrees that any employee, in order to be eligible for birthday pay, shall give written notice to the Head Meat Cutter during the second week prior to the date of his birthday.

ARTICLE IX LEAVES OF ABSENCE

A. In case of death of a member of the immediate family of any regular full-time employee, such employee shall be entitled to an excused absence for such time as the Employer deems reasonably necessary in connection therewith. Any of the first three (3) days' excused absence from his regularly scheduled work shall be paid at the employee's regular basic rate, but such hours and pay shall not be considered as hours worked for overtime purposes. No extra pay allowance shall be paid for multiple or simultaneous deaths occurring within any three-day period. No pay allowance shall be granted in any case where, because of distance, or other cause, the employee does not attend the funeral of the deceased.

By immediate family is meant to include spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.

B. The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to not more than two (2) employees out of any one (1) store, and no more than five (5) employees from the Employer, designated by the Union to attend to Union business, provided the Employer is given at least one (1) week's notice, in writing, from the Union, specifying the length of time off, but in no case shall the length of time exceed one (1) year.

An employee who has been promoted or assigned to an exempt management position may be reassigned to the bargaining unit by the Employer and if reassigned to the bargaining unit within six (6) months, shall retain his/her seniority.

C. Service for the purpose of determining wage increases under the wage progression scales set forth in Appendix A shall be retained for the period prior to the time such leave of absence begins, but shall not accrue during such leave of absence which is in excess of thirty (30) days. However, on the employee's return to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall begin to accrue.

D. Any employee desiring a leave of absence must secure written permission from the Employer, except as otherwise provided within this Contract. The length of absence shall be agreed upon by the Employer and the employee. Failure to report back to work at the end of such leave shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union. Under Section G of this Article, service for the purpose of determining wage increases under the wage progression scales set forth in Appendix A shall be retained for the period prior to the time such leave of absence begins, but shall not accrue during such leave of absence which is in excess of thirty (30) days. However, on the employee's return to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall begin to accrue.

E. Any employee in Military Service under the provisions of the Federal and/or State law, shall be returned to his job in accordance with those laws and retain his seniority in accordance with those laws.

F. When an employee is required to serve on the jury, he shall receive the difference between his regular straight-time rate and the amount received for jury duty; provided that the employee notified the Employer within twenty-four (24) hours of receipt of the jury summons. When an employee is excused from jury service permanently on any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday.

G. Leaves of absence because of sickness, pregnancy, or injury not to exceed ninety (90) days will be granted to full-time employees who have been employed at least thirty-one (31) days upon written request to the Employer supported by medical evidence. Extensions will be given up to ninety (90) days at a time for a cumulative total of one (1) year, (or in case an employee has less than one (1) year service, the leave would be granted to the extent of number of full months' service) if requested, and granted in writing, supported by proper medical evidence prior to each expiration.

In exceptional cases, additional leaves may be considered by the Employer based on the nature of the disability, length of the employee's service, and probability of being able to again perform the job. Service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall be retained for the period prior to the time such leave of absence begins, but shall not accrue during such leave of absence. However, on the date the employee returns to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A again begin to accrue.

ARTICLE X SENIORITY

A. Seniority for full-time employees shall be followed by the Employer, in each seniority area separately, such seniority areas or zones to be mutually agreed upon between the Employer and the Union, for the following classifications:

1. Head Meat Cutters
- *2. Journeyman Meat Cutters
- *3. Apprentice Meat Cutters
4. Weighers and Wrappers
5. Seafood Clerks

* (Effective December 1, 1983, Apprentice Meat Cutters and Journeyman Meat Cutters classifications shall be combined on the same seniority list.)

In cases of layoffs and recalls after layoffs, if skill is comparable and the senior employee has the ability to perform the work. Seniority areas are described in Appendix "B" attached to this Agreement.

B. In the event of a reduction in hours and/or layoff of full-time employees in a market, the least senior employee in the job classification in the market affected by such reduction or layoff may replace the least senior full-time employee in that classification in the seniority area.

C. In the event of a recall of employees after layoff or reduction of hours, such employees on layoff or reduced hours status shall be called back to work and/or have their hours restored in the order of their seniority in the job classification in the seniority area.

D. Seniority for part-time employees shall be followed by the Employer in each store separately only in cases of layoffs and recalls, for the following classifications:

- *1. Journeyman Meat Cutters
- *2. Apprentice Meat Cutters
3. Weighers and Wrappers
4. Seafood Clerks

*(Effective December 1, 1983, Apprentice Meat Cutters and Journeyman Meat Cutters classifications shall be combined on the same seniority list.)

E. The Employer shall post semi-annually separate seniority lists by job classification for all full-time employees in each seniority area in each store and for all part-time employees who have been employed at least ninety (90) working days.

F. The Employer shall furnish to the Union a duplicate copy of each seniority list for all full-time and all part-time employees.

G. The original posted seniority lists shall establish the seniority of each employee who does not, in writing, protest his seniority within thirty (30) days after such employee has had the opportunity to observe such seniority list.

H. Seniority for full-time and part-time employees shall be based upon the length of continuous service with the Employer in the particular job classification in the seniority area, except as otherwise provided herein.

I. Seniority for full-time and part-time employees begins to accrue after an employee completes thirty (30) days of employment in the job classification with the Employer provided, however, that seniority in the area in which the employee is employed on the thirtieth day shall date from the date of such employment in the job classification with the Employer, if the employee is retained in the service of the Employer beyond such probationary period.

When a full-time Apprentice is promoted to the full-time Journeyman classification, his seniority as a full-time Journeyman shall date from the beginning of his full-time employment with the Employer.

J. The employer shall have the right to release any employee for any cause whatsoever without recourse, provided such employee is released within thirty (30) days from the date of the employee's employment.

K. An employee's seniority shall terminate upon the occurrence of any of the following events:

- (1) Employee quits.
- (2) Employee is discharged for just cause.
- (3) Employee fails to return to work within seventy-two (72) hours after being recalled by the Employer by registered mail or telegram at his last known address.
- (4) Employee has not been on the active payroll of the Employer for a period of twelve (12) consecutive months.

L. Employer agrees to advise the Union promptly of all layoffs, discharges, recalls and permanent transfers of full-time employees.

M. Any regular full-time employee who would be laid off for lack of work will first be offered the maximum number of part-time hours available in his classification in the seniority area. If he accepts the offer to work part-time in lieu of layoff, he will be placed at the top of the part-time seniority list.

N. A full-time employee who is reduced to part-time because of a reduction in work hours by the Employer shall retain his or her full-time seniority for two (2) years after being reduced to part-time.

O. A full-time employee who is reduced to part-time with the approval of the Employer at the employee's written request shall lose their full-time seniority; however, they shall have preference over a new employee for a full-time job in their classification in their store only.

P. When a Journeyman is promoted to Head Meat Cutter, he shall retain seniority in the Journeyman classification.

Q. In case of store closing, the Head Meat Cutter in each store shall retain seniority in the Journeyman classification. Service in the Head Meat Cutter classification immediately prior to his most recent appointment as a Head Meat Cutter shall be credited to his Journeyman classification seniority. In case the Employer sees fit to place the Head Meat Cutter of a closed store in another store as Head Meat Cutter, the displaced Head Meat Cutter shall retain seniority as a Journeyman, including his service in his most recent appointment as a Head Meat Cutter.

In the event the Employer closes or sells a store, employees with two (2) or more years service may displace the least senior employee in their classification (Head Meat Cutter considered Journeyman Meat Cutter) within the jurisdiction of Local No. 408. No employees thus displaced shall have any recourse against the Employer or the Union.

R. When two (2) or more employees are hired into the same job classification on the same date in the same seniority area, the Employer shall, at such time as it becomes material, advise the Union of their seniority status.

S. Transfers of full-time employees are permitted between markets of the Employer in the seniority area or zone, provided seniority is followed. Transfers shall be based on legitimate business needs. Seniority for all transfers shall be based on seniority in the area and/or zone, except for vacation relief, illness, or store openings, unless otherwise agreed to in individual cases by the Employer and the Union. Employees transferred for vacation relief or to act as relief because of illness shall be returned to the store from which the transfer originated. In cases of transfer for vacation relief or because of illness, seniority in the market will be followed.

T. When a full-time employee is transferred into another seniority area at his request, such employee shall be placed at the bottom of the seniority list of the job classification in the seniority area to which such employee has been transferred. When a full-time employee is transferred into another seniority area at the Employer's request, such employee's seniority in the seniority area into which such employee has been transferred shall include his seniority prior to such transfer.

U. A Head Meat Cutter who is demoted to Journeyman for any reason whatsoever, shall have his continuous service credits transferred to the Journeyman seniority group.

V. Part-time employees shall be given the first opportunity for permanent full-time jobs in their classification based on seniority in their respective stores before new employees are hired for such full-time jobs.

Where no part-time employee within a store desires full-time work, employees working less than forty (40) hours in the area and who have previously indicated in writing to the Employer their desire for full-time work, shall be given the first opportunity for full-time work based upon seniority in their classification.

W. The Employer will schedule all work for part-time employees based on seniority within their classification within their store not to exceed eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, provided the employee is qualified and available for at least four (4) consecutive hours when the work is available and that this scheduling does not conflict with or prohibit the simultaneous scheduling of another part-time employee. However, this scheduling is not intended to mean that the Employer must schedule so as to incur additional premiums or penalties or violate any provision of this Contract. The part-time employee with seniority must advise the Store Manager that he is available for a posted schedule within twenty-four (24) hours after the store schedule is posted or he has no claim on such schedule of hours.

Part-time employees by classification with the most seniority within a store will be given the part-time schedule with the most hours, provided they are qualified to perform the work required and are immediately available.

X. During the term of this Agreement, the Employer will not reduce the scheduled hours of its regular full-time employees on the payroll as of November 15, 1980, (except in cases in which the reduction has occurred in accordance with the parties' side letter regarding the proper interpretation of Section N of Article 10 Seniority), until the following:

(1) All part-time employees by classification who were on the payroll April 15, 1973, and not covered by Health and Welfare and Pension are laid off in that store.

(2) All part-time employees by classification who are covered by Health and Welfare and Pension (twenty-four (24) hours or more) on the effective date of this Agreement are reduced by seniority to a schedule of twenty-four (24) hours in that store.

(3) All part-time employees by classification as outlined in (2) above are reduced to layoff status in that store.

(4) Notwithstanding the provisions above, the Employer will assign work on seniority basis to a full-time employee in more than one store in an area to maintain his or her forty (40) hour schedule. If said employee refuses said assignment, he or she forfeits their claim to the scheduled hours.

Y. Definition of a full-time employee: All employees on the full-time seniority list as of April 15, 1973, and any employee after that date who works forty (40) hours per week for six (6) weeks during an eight-week period, unless the employee is working full-time (40 hours) due to the absence of another full-time employee.

When an employee qualifies as outlined above, their full-time seniority date shall be the date of the beginning of the qualification period.

Z. When a full-time employee in the Journeyman or Weighers and Wrappers classifications desires to move to another store in his or her seniority area, the employee will give notification, in writing, to an official designated by the Employer, with a copy to the Union, specifying the store to which he or she desires to move. When there is a bona fide vacancy in his or her classification in such store, the employee's request for transfer will be considered based on seniority and ability to perform the work.

Z-1. Seafood Department to be a separate classification with separate seniority. In the event of a layoff, Meat Department employees (on payroll as of ratification) may apply their seniority into the Seafood Department in lieu of being laid off, at their current rate of pay, or the Thereafter Seafood Clerk rate whichever is less. Present Seafood Department employees, upon notification, have a "one-time" opportunity to bump into the Meat Department. If they decide to stay in the Seafood Department, they will retain seniority in the Seafood Department only except in the event of layoff or of openings (this applies only to those Seafood Department employees on the payroll as of ratification) may exercise their seniority into the Meat Department.

Seafood Clerks hired after ratification of this agreement shall have seniority in the Seafood Department only. Should a Seafood Clerk desire promotion to a higher classification, such Clerk shall make their wishes known to their Zone Manager in writing with copies to the Personnel Manager and the Union. Such Seafood Clerk will be considered by seniority from those who have made their wishes known in writing.

ARTICLE XI WORKING CONDITIONS

- A. Union Shop Cards may be displayed in markets which employ members of the Union. The Local Union Secretary-Treasurer or his authorized agent has the full power to remove said card upon violation of any part of this Contract. Cards will be displayed in a conspicuous place.
- B. The Business Agent of this Union shall be admitted at all reasonable times to the working room or rooms and interview the employees covered by this Contract while on duty.
- C. As the employees engaged under this Contract may be members of the United Food and Commercial Workers International Union, nothing in this Contract shall be construed as to interfere with any lawful obligation which they may owe the United Food and Commercial Workers International Union as members thereof.
- D. The Union agrees to cooperate in correcting inefficiency of employees which might otherwise necessitate discharge.
- E. The Employer agrees not to enter into any agreement or understanding with any employee covered by this Contract, individually or collectively, which in any way conflicts with the terms of this Contract.
- F. The Employer shall furnish all necessary tools of the trade, laundry and/or uniforms when required, provided, however, the Employer may furnish to the female employees dacron uniforms or similar type uniforms. The employees who are furnished such uniforms shall be responsible in the event of loss of these uniforms and such uniforms shall be laundered by the employees.
- G. The Employer will provide a bulletin board or other suitable place in a location selected by the Employer. The Union may post notices necessary for conducting Union business on such boards or other suitable space.
- H. Contributions to charitable causes shall not be compulsory.
- I. The Employer agrees to furnish and maintain a first aid kit in a designated place and to check said kit monthly to replenish any needed supplies.
- J. Employer agrees to provide guards on grinders and cube machines. No employee shall use a grinder without the guard on the mill or use the cube machine with the lid or guard up. Any employee using the above equipment without the safety guards shall be subject to discipline, including, discharge, without recourse to arbitration.
- K. No employee will be required to report for work until said employee has had a minimum of ten (10) hours off duty.
- L. Employees shall not be required to take a polygraph test.

ARTICLE XII GRIEVANCE AND ARBITRATION

- A. The Employer recognizes the right of the Union to designate one (1) Shop Steward in each market. Such steward shall be designated in writing to the Employer by the Union.
- B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Contract, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:
- Step 1. By conference between the aggrieved employee, the Shop Steward, or Business Agent, and the Manager of the store.
- Step 2. By a conference between the Shop Steward or the Business Agent of the Union and the Zone Manager, District Manager or District Supervisor of the Employer, if such exists, within five (5) working days after the completion of Step 1.
- Step 3. By a conference between an official of the Union and a designated official of the Employer, within five (5) working days after the completion of Step 2.
- Step 4. In the event the grievance is not settled through the above-mentioned steps, it shall be referred to arbitration.
- C. Grievances must be reduced to writing by the aggrieved employee after the completion of Step 2 in order to be considered under Step 3 and in order to be subject to arbitration.
- D. Grievances presented later than seven (7) calendar days after the occurrence of the event complained of will not be considered.
- E. The parties agree that issues may arise of a general nature affecting or tending to affect more than one (1) employee covered by this Contract and that such issues need not be subjected to the entire grievance procedure, but may be initiated at any of the above-mentioned steps deemed appropriate by the Union or the Employer bringing the grievance.
- F. It is understood that the Union Grievance Committee shall make the final decision as to arriving at a settlement or any grievance instituted by an employee covered by this Contract. No grievance shall be submitted to arbitration by the Union without the approval of the Union Grievance Committee.
- G. It is understood and agreed that all employees covered by this Contract must exercise all their rights, privileges, and necessary procedures under this Contract in the settlement of any complaint or grievance.
- H. One (1) person shall be appointed by the Employer and one (1) person shall be appointed by the Union. If said two (2) persons are unable to settle the complaint, either the Employer or the Union may, within two (2) days from the disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from which the Arbitrator shall be chosen. The decision of the Arbitrator shall be binding on all parties. The Union shall strike a name from the panel, then the Employer shall strike a name, in this order, until one (1) person's name remains, who shall be designated as the Arbitrator. The expenses of the Arbitrator shall be paid for equally by the Employer and the Union.
- I. The Employer may, at any time, discharge any worker for just cause. The Union, if it wishes to contest the discharge, may file a written complaint with the Employer within five (5) working days. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred, within twenty-four (24) hours, to arbitration.
- J. No Arbitrator shall have the authority to alter, amend or change any term or provisions of this Contract.

ARTICLE XIII SEPARATION PAY

A full-time employee with more than six (6) months' full-time service, who is permanently separated due to discontinuance of the job, store closing or reduction in the working forces, shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which, at the option of the Employer, may either be worked or paid in lieu of notice.

ARTICLE XIV HEALTH AND WELFARE

A. The Employer shall contribute to the established Health and Welfare Trust Fund the sum of one hundred ninety-one dollars and eleven cents (\$191.11) per month for each employee who has completed an average of twenty-four (24) hours per week for a period of four (4) consecutive calendar weeks (96 hours) and shall continue to contribute one hundred ninety-one dollars and eleven cents (\$191.11) per month on each employee who maintains an average of twenty-four (24) hours per week for a period of four (4) consecutive calendar weeks (96 hours). Employees who are off work and receiving Employer sickness and/or accident benefits shall have such time considered as time worked for eligibility purposes in computing the 96 hours worked immediately preceding the first day of the calendar month.

Effective with employees hired after November 13, 1983, the following additional eligibility rules shall apply:

(1) The Employer contribution shall commence on the 1st of the month following six (6) full months of employment.

(2) Any employee hired by the Employer who was covered by the District Trust Fund as of the date of hire shall have a contribution made on their behalf the first of the month following date of hire.

B. The four (4) consecutive calendar weeks referred to in Section A above shall mean the four (4) consecutive calendar weeks immediately preceding the first day of the calendar month, which shall be the period used for determination of the continuation of contributions on each employee.

C. Effective November 1, 1984, and November 1, 1985, Health and Welfare contributions shall be increased in the amount necessary (if any) to maintain those benefits in effect as of October 22, 1983, with no increase in benefits for the life of this Agreement.

Such maintenance of benefit increases to be capped to the extent that funds held in reserve by the Trust Fund, in excess of four (4) months reserves, will first be used to offset the required increase in contributions for maintenance of benefits on November 1, 1984, and November 1, 1985.

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

1. A layoff or leave of absence of thirty (30) calendar days or more, except as otherwise provided below;

2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-four (24) hours or more per week for four (4) consecutive calendar weeks (96 hours).

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

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.

2. In case of pregnancy, two (2) months' contribution after the month in which the employee begins her pregnancy leave of absence.

3. In case of illness, two (2) months' contribution following the month in which the illness occurs.

4. In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.

5. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment, except for those employees who are discharged for cause.

F. An actuarial study will be made to determine the cost of providing the continued contributions required under this Section through the Health and Welfare Trust Fund and the Employer may, at his option elect to provide the coverage required under this Section through the Health and Welfare Trust.

G. If the Employer fails to make any contribution as required, it is agreed that the Employer may be required by the Trustees to pay an additional ten percent (10%) penalty.

It is further agreed that if it becomes necessary to sue the Employer to collect any contribution due hereunder, the Employer shall also be responsible for paying all of the necessary court costs and reasonable attorneys' fees incurred in connection with the collection of such contributions, as well as said ten percent (10%) penalty.

ARTICLE XV PENSIONS

A. The employer agrees to continue participation in and contribute to the United Food and Commercial Workers International Union Industry Pension Trust Fund, which Fund has and shall maintain Treasury Department approval. Employer will not be obligated to make any contributions to the Fund which are not deductible for income tax purposes.

B. The Employer agrees to contribute to the jointly administered National Pension Trust Fund the sum of one hundred twenty-one dollars and thirty cents (\$121.30) per calendar month per eligible employee covered by this Contract.

Effective July 1, 1984 — \$125.60
July 1, 1985 — \$134.20
July 1, 1986 — \$142.80

C. The term "eligible employee" shall mean an employee who has worked an average of twenty-four (24) hours per week for a period of four (4) consecutive calendar weeks (96 hours). Such an employee becomes eligible for participation in the pension program on the first day of the first calendar month immediately following the completion of four (4) consecutive calendar weeks (96 hours) and such date shall hereinafter be referred to as his eligibility date.

D. Contributions to the Pension Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more, except as otherwise provided below;

2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-four (24) hours or more per week for four (4) consecutive calendar weeks (96 hours).

E. Contributions to the Pension Fund, discontinued as set forth in Section D above, shall be resumed as of the first of the month following return from layoff or leave of absence.

F. Contributions to the Pension Fund shall be continued under the following conditions:

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.

2. In case of pregnancy, two (2) months' contribution after the month in which the employee begins her pregnancy leave of absence.

3. In case of illness, two (2) months' contribution following the month in which the illness occurs.

4. In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.

5. The Employer agrees to pay the contribution to the Pension Fund for eligible employees for one (1) month following termination of employment.

G. When the Employer commences payments into this Pension Fund, the employees covered by this Contract shall automatically cease to participate in the Employer's Retirement Plan then in effect.

The Union, as the bargaining agent for each of the affected employees of the Employer, agrees, on behalf of each of the said employees who are not participants in said existing Employer's Retirement Plan, unilaterally established by the Employer, that each of said employees, in consideration of the agreement by the Employer to contribute to a Trustee-administered plan enabling each of its members to participate therein, shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's Retirement Plan, effective with the date the Employer commences payment into the Fund.

ARTICLE XVI MANAGEMENT RIGHTS

A. The management of the store(s) and direction of the working forces, including the right to plan, direct, expand, reduce and control operations, hire, assign, suspend or discharge for proper cause, to relieve employees from duty because of lack of work or for other proper reasons, the right to introduce any new or improved methods or facilities, and to make such rules and regulations as may be necessary or desirable for the operation of a store shall be vested exclusively in the Employer.

B. It is expressly understood and agreed that all rights which the Employer had prior to the execution of this Agreement, except where expressly limited by the terms of this Contract, are reserved to and shall continue to be vested in the Employer. In the event any rules or regulations are promulgated, the Employer agrees that it will furnish copies of such rules and regulations to the Union, and either post them on the bulletin boards or supply each employee with a copy.

**ARTICLE XVII
FAVORED NATIONS CLAUSE**

Should the Union at any time hereafter enter into an agreement with any major employer (Safeway, Lucky Stores D/B/A Eagle) engaged in the same business as the Employer signatory hereto within Harris County served by the Employer with terms and conditions more advantageous to such other employer than is provided for in this Agreement, then the Employer, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions.

**ARTICLE XVIII
SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**ARTICLE XIX
STORE CLOSING**

A. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pro rata vacation and severance pay equal to one (1) week's pay for each year of continuous service, commencing with the third (3rd) year of continuous service for employees up to, but not to exceed eight (8) weeks' pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

- 0-3 months equals twenty-five percent (25%) of a week's pay
- 3-6 months equals fifty percent (50%) of a week's pay
- 6-9 months equals seventy-five percent (75%) of a week's pay
- Over 9 months equals one (1) week's pay

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

B. Employees terminated as a result of store closing shall receive in addition to severance pay pro rata vacation pay.

C. The Employer shall continue contributions to the Pension and Health and Welfare Trust Fund for three (3) full months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Fund.

D. All monies due employees including severance pay shall be paid in a lump sum upon termination.

E. The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the store closes or forfeits his rights under this Article unless mutually agreed to by the employee, Employer and the Union.

F. 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, or remodeling, then this Article shall not apply.

G. No benefits shall accrue under the terms of this Article if the employee refuses a transfer within a seventy-five (75) mile radius.

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

**ARTICLE XX
INDIVIDUAL RETIREMENT ACCOUNT (IRA)**

The Employer agrees to deduct from the wages of its employees those amounts designated by them and to forward such amounts deducted to a single individual retirement account such account to be established. This deduction and establishment of this account to be no cost to the Employer other than the normal cost of payroll deduction.

**ARTICLE XXI
DURATION**

A. This Contract shall become effective as of November 20, 1983, and shall continue in full force and effect through November 22, 1986, and shall be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing on the other party at least sixty (60) days prior to the expiration date, or anniversary date thereafter, of a desire to terminate or change this Contract.

B. This Contract, when executed, shall be deemed to define the wages, hours and rates of pay and other conditions of employment of the employees covered by this Contract for the term of the Contract, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiation during the term hereof.

C. All of the agreed upon changes and revisions in the Agreement will be effective as of the first (1st) Monday following the ratification of the new Agreement unless otherwise specifically provided for in the Agreement itself.

IN WITNESS HEREOF, the parties hereto, hereby acting by their duly authorized representatives have executed this Contract on the _____ day of _____, 1983.

LOCAL NO. 408,
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION

By _____

By _____

THE HOUSTON DIVISION OF
THE KROGER CO.

By _____

By _____

By _____

**APPENDIX "A"
WAGES:**

The following scale of wages shall be the minimum for employees covered by this Contract. On the first full payroll period on or after:

Classifications	EFFECTIVE DATES			
	11-20-83	11-18-84	4-19-85	11-17-85
	(1)			
Head Meat Cutter	14.095	14.095	14.345	14.895
Journeyman Meat Cutter	13.345	13.345	13.345	13.895
Apprentices				
1st 6 months	6.25	6.25	6.25	6.25
2nd 6 months	7.50	7.50	7.50	7.50
3rd 6 months	8.75	8.75	8.75	8.75
4th 6 months	10.00	10.00	10.00	10.00
Thereafter	Journeyman Meat Cutter Rate			
Weighers & Wrappers				
1st 6 months	5.11	5.11	5.11	5.11
2nd 6 months	6.13	6.13	6.13	6.13
3rd 6 months	7.15	7.15	7.15	7.15
4th 6 months	8.17	8.17	8.17	8.17
Thereafter	11.065	11.065	11.065	11.515
Seafood Clerk*				
1st 6 months	4.75	4.75	4.75	4.75
2nd 6 months	5.00	5.00	5.00	5.00
3rd 6 months	5.25	5.25	5.25	5.25
4th 6 months	5.50	5.50	5.50	5.50
Thereafter	7.00	7.50	7.50	8.00

Employees in progressions including Apprentice Meat Cutters shall receive progression increases during the life of the Agreement; however, there shall be no change in these progression rates for the life of the Agreement.

(1) A lump sum payment will be made on 11-18-84 to non-probationary full-time (40 hour) employees in the following classifications:

Head Meat Cutters	\$2,500
Journeyman Meat Cutters	2,500
"Thereafter" Wrapper	2,000

Other employees in the above classifications (Head Meat Cutter, Journeyman Meat Cutter and Weighers and Wrappers "Thereafter" only) will receive a pro rata amount based on average hours worked in the preceding twelve (12) months.

It is understood pro rata lump sum for employees on an approved leave of absence and/or layoff on November 18, 1984, will be computed beginning on November 18, 1984, based on a total of 104 weeks and reduced by the amount of weeks missed. (Example, an employee is absent 20 weeks during the period beginning November 18, 1984. Upon return to work, that employee would receive a lump sum computed on 84/104 of the lump sum.)

Any employee now receiving an hourly rate above the minimum rate specified herein shall not have such rate reduced by the present Employer except as provided in Seafood Department.

* Red circle present Seafood Clerks who elect to remain in the Seafood Department as otherwise provided in this Agreement. Red circled employees will remain at their current rate of pay until such time as they would receive an increase within the Seafood rate scale.

APPENDIX "B" SENIORITY AREAS

AREA 1	Houston, Zone (1)
AREA 2	Houston, Zone (2) minus Rosenberg
AREA 3	Houston, Zone (4)
AREA 4	Houston, Zone (7) minus Friendswood and Pearland (Only stores Nos. 225, 252 and 172)
AREA 5	Angleton, Clute, Freeport
AREA 6	Conroe, Huntsville, Woodlands
AREA 7	Bryan, College Station
AREA 8	Rosenberg
AREA 9	LaPorte, Seabrook, Baytown, Crosby
AREA 10	Alvin, Friendswood, Pearland
AREA 11	Texas City, Dickinson, Galveston, Clear Lake City
AREA 12	Victoria
AREA 13	Orange
AREA 14	Alice
AREA 15	Kingsville
AREA 16	Corpus Christi

November 20, 1983

Mr. Dale Hoagland, President
UFCW Local No. 408

Dear Mr. Hoagland:

This Letter of Agreement shall be attached to and become a part of the Agreement between United Food and Commercial Workers, Local Union No. 408 and The Kroger Co., Houston, Texas, effective November 20, 1983, through November 22, 1986.

CLARIFICATION OF ARTICLE X, SECTION N

It is agreed between the parties that when a full-time employee's hours are reduced to less than forty (40) but not less than thirty-two (32) hours per week, the employee will have the option of exercising their seniority to the least senior full-time position by classification in the zone (district) or the employee may remain at the store for an indefinite time working the reduced schedule.

If the employee elects to remain at the store working at least thirty-two (32) but less than forty (40) hours per week and at a later time decides to exercise their seniority, the employee must notify their store manager in writing by Wednesday noon for the following week's schedule.

A full-time employee whose hours are reduced to less than thirty-two (32) hours per week must exercise their seniority to "bump" the least senior full-time employee in their classification in their seniority area or forfeit their full-time seniority and take the part-time job in the store. Such refusal shall be in writing.

It is understood that a full-time employee's option to remain at their store working less than forty (40) hours but not less than thirty-two (32) hours per week will waive that employee's right to file a time claim.

ARTICLE XVII FAVORED NATIONS

Article XVII, Favored Nations Clause of the Agreement will not apply to newly organized companies during the term of their first (1st) collective bargaining agreement (not to exceed a maximum of three (3) years), or companies that are in bankrupt status so long as such company remains in such status.

ARTICLE VII VACATIONS

A full-time employee who is reduced to part-time because of reduction in work hours by the Employer shall retain multiple weeks of vacation earned (if any) on a pro-rata basis determined by dividing total hours worked in the vacation qualifying year by 52.

Effective November 16, 1980, part-time employees who become full-time after that date, shall have all service from date of hire considered when calculating vacation eligibility.

If you concur in the above, please indicate by signing in the space provided below.

Sincerely,
G. Donald Summers
Director - Labor Relations
Southwest
GDS:mis

FOR THE UNION:
Dale F. Hoagland

