

NOV 30 1968

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AGREEMENT

BETWEEN

The Kroger Company

AND

Retail Store
Employees Union
Local No. 1099



**RETAIL STORE EMPLOYEES UNION
LOCAL No. 1099**

**Retail Clerks Building
625 College Street
Cincinnati 2, Ohio
Phone: 421-4280**

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AGREEMENT

PREAMBLE

This Agreement entered into this 30th day of July, 1965, by and between The Kroger Co. of Cincinnati, County of Hamilton, State of Ohio, its successors or assigns, herein after referred to as the Employer, and the Retail Store Employees Union Local No. 1099 chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1.

INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2.

COVERAGE

Section A. The Union shall be the sole and exclusive bargaining agent for all employees in the stores of the Employer in the counties presently operated by the Cincinnati, Ohio Division, excluding Batesville, Indiana, and including Cynthiana, Ken-

tucky, except the Store Managers and all employees in the meat department of said stores.

Section B.

1) Representatives of vendors shall stock only the following products in the stores of the Employer:

Bottled beverages

Cookies, crackers and snacks

Baby foods

Rack jobbers such as housewares, toys, phonograph records, soft goods, pet supplies, magazines, books, stationery, hair care

Bakery products

2) The above restrictions shall not apply during the first two weeks of operation of a new or remodeled store.

3) It is understood that the rotation of merchandise, replacing damaged or outdated merchandise, or taking inventory shall not be considered stocking.

ARTICLE 3.

UNION SECURITY AND CHECK-OFF

Section A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of em-

ployment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

Section B. The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization which shall not be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of employees for the last pay period of each calendar month and will be transmitted to the Union by the tenth (10th) day of the following month.

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

Section D. The Employer agrees to give the Union a list of new employees weekly showing employee's name, residence address, Social Security Number, store number, and date of employment.

ARTICLE 4.

MANAGEMENT'S RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operation, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees, and provided further, that it will not be used for the purpose of discrimination against any employee or for the purpose of invalidating any contract provision. On permanent transfers consideration will be given to the employee's wishes.

ARTICLE 5.

GRIEVANCE AND ARBITRATION PROCEDURE

Section A. The Union shall have the right to designate a job steward for each store. List showing the names and store addresses of all stewards is to be submitted to the Employer.

Section B. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest

effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the job steward, or both and/or a representative of the Union and the manager of the store. If the grievance is not settled, it shall be referred within ten (10) days to Step 2. Any grievance not settled in Step 1 shall be immediately reduced to writing with copies to the Employer and the Union.

Step 2. By conference between the representative of the Union and the Zone Manager. If this step does not settle the grievance, it shall be referred within ten (10) days to Step 3.

Step 3. By conference between an official or officials of the Union, the Personnel Manager, the Division Vice President and/or a representative of the Employer so delegated by the Division Vice President.

Step 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration within ten (10) days.

Section C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall, within ten (10) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of fifteen (15) arbitrators from which the third (3rd) arbitrator shall be chosen. The third (3rd) arbitrator shall be chosen by the alternate striking of names. The decision of the majority shall be binding on both parties. The expenses of the third (3rd) arbitrator shall be paid for jointly.

Section D. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint with the Employer asserting that the discharge was improper. Such complaint must be taken up within ten (10) days from date of discharge and if the Employer and the Union fail to agree within an additional seven (7) days, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board.

Section E. No grievance will be discussed unless the outlined procedure has been followed and the grievance presented within ten (10) days, except a grievance arising from an error in the rate of pay may be presented within six (6) months.

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

Section G. After a grievance has been processed through Steps 1, 2 and 3 of Article 5 (B), the Executive Board of the Local Union shall have the sole right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union.

Section H. Any accredited Union official of Local No. 1099 shall be granted access to the store at any time that the store is open for business, for the purpose of satisfying himself that the terms of this Agreement are being complied with. It is understood, however, that the Union representative will upon entering the store, make his

presence known to the Store Manager or his representative. It is further understood that there will be no unreasonable interference with efficient store operation.

ARTICLE 6.

STRIKE AND LOCKOUT

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

Section B. However, no employee shall be required to cross a picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, it will discuss such action with the Employer. The Union agrees that in the event of an unauthorized strike, it will do all in its power to help effect a prompt and fair settlement and avoid unnecessary stoppage of work.

ARTICLE 7.

OTHER AGREEMENTS

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

ARTICLE 8.

OTHER WORK

Employees shall perform any work in and about the store and on and around the premises connected with or incidental to the operation of the Employer's retail establish-

ment, but excluding work in the meat department, which may be assigned by the Store Manager and/or the Zone Manager. It is further understood that when an employee is assigned to a job with a lesser rate, he shall be entitled to his regular rate of pay unless the employee is permanently assigned to a job with a lesser rate of pay.

ARTICLE 9.

WAGES

Section A. Rate of pay as set forth in Wage Schedule "B," attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

Section B. Rates of pay shall be established and shall become a part of Wage Schedule "B," attached hereto, for any new position which may hereafter be established and which positions are not now covered by said Wage Schedule. Such rates shall be established by the Employer and shall be consistent with the prevailing wage schedule for other jobs covered by this Agreement. Any disagreement on the rates so established will be subject to the grievance procedure.

Section C. No employee receiving in excess of the wage rates specified in this Agreement shall suffer a reduction in wage rate as a result of the signing of this Agreement.

PREVIOUS EXPERIENCE

Section D.

1) Previous proven comparable grocery experience in a national or local chain food store within the last three

(3) years from date of present employment shall be the basis for the determination of employee's rate of pay.

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

3) By mutual agreement between the Employer, the employee, and the Union Representative an employee may be paid a rate lower than the rate corresponding to his previous experience.

4) Claims for rate adjustment based on previous experience must be filed in writing within sixty (60) days from the date of employment, otherwise the employee forfeits any claim under this provision.

Section E.

1) The Employer shall continue to provide time clocks in each of his stores throughout the life of this Agreement for the purpose of recording hours worked by each employee covered by this Agreement.

2) When requested to do so the Employer shall make such records available to an authorized representative of the Union for examination.

3) Time will be figured on the basis of an eight (8) minute break; up to eight (8) minutes, no pay; eight (8) minutes up to and including fifteen (15) minutes, fifteen (15) minutes pay.

ARTICLE 10.

HOURS AND WORKING CONDITIONS

Section A. The hours for each employee shall be scheduled by the Employer.

Section B. The work week shall consist of forty (40) hours in five (5) days not necessarily consecutive, Monday through Saturday.

Section C.

1) All work in excess of forty (40) hours per week or in excess of eight (8) hours per day or for the sixth day worked in any work week shall be paid for at time and one-half ($1\frac{1}{2}$).

2) Premium pay will not be pyramided and any hours paid for at premium pay will not be used in the computation of any other premium pay.

Section D. Effective the Sunday immediately following execution of this Agreement the following shall apply:

1) A night premium of twenty-five cents (25c) per hour shall be paid for all work after 6:00 P.M. and before 7:00 A.M. except as otherwise provided in Schedule B, Item 2 for night stocking and except as otherwise provided below.

2) The night premium in Section D (1) immediately above shall not be applicable in the event the employee receives time and one-half ($1\frac{1}{2}$) for such hours in accordance with Article 10, Section C above.

3) If a regular employee works more than two (2) nights in a week, he shall be paid time and one-half ($1\frac{1}{2}$) for work after 6:00 P.M. and before 7:00 A.M. on the third and subsequent nights worked in such week except as otherwise provided in Schedule B, Item 2 for night stocking.

4) Paragraphs D (1), D (2) and D (3) shall not apply to work on Sundays and holidays.

5) Any employee scheduled to start work prior to 8:00 A.M. will not be scheduled to work beyond 6:00 P.M. that day.

LUNCH HOURS

Section E. One (1) hour on the employee's own time shall be allowed for dinner on each full work day. This hour shall not be scheduled until an employee has worked three (3) hours, and the employee will not be required to work more than five (5) hours prior to the beginning of the lunch period. Such lunch period shall be scheduled as near to the mid-point of the work day as possible.

Section F. It is understood that it is necessary to serve customers in the store at store closing time and perform other store closing duties after the store is closed, and employees may be scheduled to perform such work.

Section G.

1) A work schedule for the succeeding week will be posted no later than 2:00 P.M. Friday of the current week. Hours may be added to this schedule and employees may be added as necessary. After the schedule is posted, a regular employee's day off will not be changed and if he works on his day off he will receive time and one-half ($1\frac{1}{2}$). This paragraph shall not be construed as a guarantee.

2) Any dispute over the application of the terms of this Agreement to the posted work schedule must originate by 6:00 P.M. Saturday of the week in which the schedule is posted in order to be a valid grievance.

Section H. There shall be no split shift schedules for any employee.

UNIFORMS

Section I. Any uniforms deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employees. The Employer will furnish ponchos for employees carrying out merchandise for customers.

Section J. Any regular employee who is instructed to report for work shall be guaranteed at least four (4) hours work. Any part-time employee who is instructed to report for work shall be guaranteed three (3) hours work, if the employee is available for three (3) hours work. Such call-in guarantee shall not apply if the hours are not available due to Article 12, Section C.

Section K. No employee will be allowed or made to accept time off as compensation for overtime.

Section L. Employees shall be paid at the regular rate of pay for all time spent at business meetings called by the Employer before or after business hours.

Section M. An employee classed as regular, who is separated for incompetence or who is permanently laid off due to a discontinuance of the job, store closing or reduction of force, shall be entitled to a one week's notice or one week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee who is discharged for proper cause.

REST PERIODS

Section N. Each full-time employee shall receive two (2) fifteen (15) minute rest periods each day. One rest period shall be scheduled in the first part of the day and

one rest period shall be scheduled in the second part of the day. A part-time employee who is scheduled for four (4) hours or more will receive a rest period, and if scheduled for a full day will receive two (2) rest periods. No rest period shall be scheduled until the employee has worked at least one (1) hour.

Section O. The term "regular employee" wherever it appears in this Agreement only shall refer to the Employer's definition of a "regular employee" as of May 2, 1965. This definition is set forth in a letter to the Union and will not be changed during the life of this Agreement.

RELIEF WORK

Section P.

1) An employee who relieves a Department Head for one (1) week or more will receive the minimum Department Head rate for the store involved, and he shall receive the progressive wage rates for such classification provided herein if he relieves long enough to be eligible.

2) If a vacancy occurs in a Department Head classification not resulting from vacation, leave of absence, etc., it shall be filled within thirty (30) days after the vacancy occurs.

Section Q. The Employer shall establish a regular pay day and furnish to each employee on such pay day a wage statement showing the payroll period ending date, name of employee, total hours worked, total amount of wages paid and itemized deductions made therefrom.

Section R. The Employer agrees to provide a bulletin board in each store and will

permit the Union to post and maintain any notices pertaining to union business, provided that such notices are approved by the Personnel Manager before posting.

ARTICLE 11

SUNDAY AND HOLIDAY WORK

Section A. The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When one of these holidays falls on a Sunday, the holiday shall be celebrated on the Monday immediately following. In a week in which one of the above holidays occur, a regular employee who works his scheduled workday before and his scheduled workday after the holiday will receive eight (8) hours straight time pay in addition to the hours actually worked. Absence during a holiday week caused by illness substantiated by a doctor's certificate or absence approved in advance by the Employer, shall not disqualify the employee for holiday pay, provided he has performed some work in the holiday week. Such doctor's certificate must be presented during the week in which the employee returns to work.

EMPLOYEES' PERSONAL HOLIDAY

Section B. All regular employees with one (1) year or more of continuous service shall receive an additional holiday under the same conditions as provided above. This holiday shall be celebrated on the Monday following the week in which the employee's birthday occurs or the Saturday of the week in which the employee's birthday occurs, except where the Monday would occur in a week in which one of the holi-

days as provided for above would fall. In such cases the Monday of the week following the other holiday shall be celebrated as the employee's birthday.

Section C. A part-time employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays mentioned in Article 11, Section A above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week, on the following basis:

Average Hours Worked	Holiday Pay
20 hours or less.....	2 Hours
Over 20 hours to and including 30 hours	4 Hours
Over 30 hours	6 Hours

Section D. When work is performed on a holiday mentioned in Article 11, Section A above or on a Sunday, it shall be rotated, shall be on a voluntary basis and shall be offered to employees by seniority, first among the regular employees and second among the part-time employees. Holiday or Sunday work offered an employee but refused shall be counted as time worked for the purpose of rotating holiday or Sunday work.

Section E. The Employer shall not discriminate against, discipline or discharge any employee for failure to accept Sunday or holiday work offered to such employee, provided however, that the Employer shall have sufficient help to operate the stores which are open on a Sunday, or a holiday. Employees who agree to work on Sunday or a holiday and fail to report as scheduled

without notification, will be subject to the same disciplinary action applicable under these circumstances on other days.

Section F. When work is performed on a Sunday or a holiday, it shall not be considered as part of the normal work week and double the employee's regular hourly rate shall be paid for all hours worked that day. In the case of a holiday, this shall be in addition to the holiday pay provided in this Agreement.

Section G. In any calendar week in which one of the holidays mentioned in Article 11, Section A occurs, the basic straight-time workweek shall consist of thirty-two (32) hours to be worked in four (4) days, not necessarily consecutive, exclusive of the holiday and all work in excess of thirty-two (32) hours exclusive of the holiday shall be paid for at time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate.

Section H. Employees who work on Sundays and/or holidays will devote full time to customer service which includes necessary stocking so that no product is out of stock which is available for stocking. It is understood, however, that such employees will not be used to obviate night stocking hours.

Section I. Employees who work on Sundays and/or holidays shall have the right, based on seniority, to claim all available hours in the store on that day up to and including, but not to exceed, eight (8) hours, excluding the lunch period.

Section J. No employee shall be required to work beyond 6:00 P.M. on Christmas Eve except in case of emergency.

Section K. In the case of an emergency caused by fire, flood, or an Act of God, the

Employer may request such employees as it deems necessary to perform such work as may be necessary. Employees will be paid as provided in Article 11, Section F.

ARTICLE 12.

SENIORITY

Section A. In layoffs, rehiring and transfers the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee. In the matter of promotions the Employer shall have the right to exercise his final judgment after giving due regard to seniority. This shall not preclude the Union from questioning through the grievance and arbitration procedure whether the Employer has given due regard to seniority.

Section B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than one (1) year, if he fails to notify the Employer within seven (7) days of recall that he will return to work or if he fails to return to work after recall from a layoff within fourteen (14) days of the date of issuance of notification of recall by certified mail to the last known address of the employee, if he fails to return to work in accordance with a leave of absence provided herein.

AVAILABLE HOURS

Section C. Employees shall receive available hours up to and including eight (8) hours per day or forty (40) hours per week in accordance with seniority, considering the type of work, within the individual store, provided that this does not conflict

with another provision of this Agreement. Available hours may only be exercised for the five (5) highest hour days in the week excluding Sundays and holidays.

Section D. The Union steward shall be the last employee to be laid off in his classification in the store in which he works. A steward shall not be required to take a transfer to another store except in case of promotion.

Section E. When a regular job is available within the bargaining unit, it shall be offered to part-time employees based on their seniority in the bargaining unit before the Employer hires any new regular employees, type of work being considered. Any part-time employee who is available for and desires a regular job shall advise the personnel manager and state in writing, with a copy to the Union, whether he desires regular employment in his store only or in any other store in which a regular job is available. Only employees whose written request is on file will be considered.

Section F.

1) Seniority within the Clerk classification shall be determined as follows:

a. Regular employees on a store, zone and division basis.

b. Part-time employees on a store and zone basis.

c. Seniority lists shall be established and maintained, and such lists shall be available to the Union at all times.

2) Seniority dates shall be determined as follows:

a-1. For regular employees seniority date shall be the employee's most recent beginning date as a regular em-

ployee or his date of entrance into this bargaining unit if he is a regular employee when he enters this bargaining unit, except as otherwise provided in a-2 immediately below.

a-2. If a regular employee was a part-time employee prior to qualifying as a regular employee, his seniority date shall be determined by dividing the total part-time hours worked since his most recent date of hire by forty (40) and adjusting his regular date by the resulting number of weeks. It is understood that the resulting date shall be seniority date only and does not change his date as a regular employee.

a-3. If, however, such part-time employment occurred prior to January 1, 1964, the adjustment for time worked prior to January 1, 1964, shall be on the basis of one-half week for each week since his most recent date of hire.

b. For part-time employees, seniority date shall be his most recent date of hire.

c. If a regular employee loses his regular status by an involuntary reduction of hours, he shall retain his date on the regular list for a period of six (6) months, after which time he shall have top seniority on the part-time list in his store. If a regular employee loses his regular status by voluntary reduction of hours, he shall be transferred to the part-time list and his seniority date on the part-time list shall be his most recent date of hire.

3) A regular employee who is the least senior regular employee in his store and who is reduced to less than forty (40) hours per week through no fault of his own for two (2) consecutive weeks, if he

is not the least senior regular employee in his zone shall have the option to transfer and displace, considering the type of work, the least senior regular employee in his zone who is working more hours than he has averaged during such two (2) week period. If he is the least senior regular employee in his zone, he, or the employee whom he displaces if he is not the least senior regular employee in his zone, shall have the option, considering the type of work, to displace the least senior regular employee within the division who is working more hours than he has averaged during such two (2) week period. The employee who is displaced at division level may claim available hours in his store and shall retain seniority rights as provided in Section F-(2)-c above.

4) A regular employee eligible for transfer as provided above must request transfer in writing to the zone manager with a copy to the Union.

5) The Employer will arrange the transfer at the beginning of the second week after the request by the eligible employee. The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

6) When a Department Head is reduced in classification, his service as a Department Head will be considered as a Clerk for seniority purposes.

7) If a part-time employee is to be laid off for one (1) calendar week or more, he may displace the least senior part-time employee in his zone provided he exercises this option in writing to the Zone Manager with a copy to the Union not

later than the Monday immediately following lay-off. The Employer will arrange the transfer at the beginning of the next week after the request. The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

8) No employee shall acquire any seniority rights until he has been in the bargaining unit thirty (30) days and provided further that his seniority date after thirty (30) days will revert to his most recent date of hire or to the date the employee enters the bargaining unit.

Section G. If an employee on the night stocking crew desires day work, he shall advise the personnel department in writing. Such request will be given consideration by the Employer as day jobs become available.

Section H. Employees whose principal occupation is other than the Employer shall have no seniority over any full-time or part-time employee but only among themselves in the same store for the purpose of claiming available hours. In the event of a reduction in the work force, they shall be the first to be laid off.

ARTICLE 13.

MILITARY LEAVE

Any employee coming under the provisions of the Federal Selective Service Training Act of 1940 shall be returned to his job and retain his seniority according to the provisions of that Act and its amendments.

ARTICLE 14.

UNION COOPERATION

Section A. The Union agrees to uphold

the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Employer.

Section B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

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

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

ARTICLE 15.

LEAVE OF ABSENCE

Section A. PREGNANCY LEAVE

1) A regular female employee shall be considered to be unable to perform her work after the fifth month of pregnancy. If she has had at least one (1) year of continuous full-time employment, she shall be granted a leave of absence upon her written request accompanied by proper statement from her attending physician. She shall return to work not

later than the end of the fourth month after birth, and if she does not return to work within the four (4) months after the birth, she shall be considered to have voluntarily quit as of the last day worked.

2) In returning to work, she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classifications at work in the store.

3) When returning from the leave, she must give the store manager fifteen (15) days notice of her desire to return to work.

Section B. UNION BUSINESS

The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least fourteen (14) days notice in writing specifying the length of time off, but in no case shall the cumulative length of time off exceed one (1) year.

Section C. SICKNESS OR INJURY

A regular employee shall be granted a sick leave not to exceed ninety (90) days upon written request supported by medical evidence. Extensions of ninety (90) days at a time up to a total of one (1) calendar year shall be granted upon written request supported by medical evidence.

Section D. PERSONAL LEAVE

A regular employee who has had one (1) year of continuous service may be granted a leave of absence up to ninety (90) days

for an urgent or compelling reason but not for the purpose of engaging in gainful employment elsewhere.

Section E. Any regular employee desiring a leave of absence for more than fourteen (14) calendar days shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved.

Section F. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and seniority will continue to accrue while on leave of absence. Failure to report back to work at the end of a leave of absence shall result in 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.

Section G.

1) Upon notice to Employer of availability for work following absence because of a bona fide sickness or accident, the employee shall be restored to the job previously held and shall begin work not later than Monday following the next posted work schedule. The notice to Employer must be accompanied by a doctor's release.

2) The employee shall be made whole by the Employer for any loss in pay caused by non-compliance with this Section.

ARTICLE 16.

FUNERAL LEAVE

The Employer agrees to pay a regular employee for necessary absence on account of death in the "immediate family" up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral, but in no case will he receive more than the basic weekly pay. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, or any other relative residing with the employee or with whom the employee is residing. In the event the death in the "immediate family" is the death of a relative who lives out of town and additional time is necessary, the Employer will grant additional time off without pay for the purpose of attending the funeral. Any falsification of the above shall be cause for discharge.

ARTICLE 17.

JURY PAY

If any regular employee is required to serve on a jury, he shall be paid for hours necessarily absent from work because of such service.

ARTICLE 18.

VACATIONS

Section A. A regular employee will be entitled to vacation in accordance with Schedule "A" attached.

Section B. A part-time employee will be entitled to vacation under the same general

rules as for a regular employee except that the maximum vacation shall be two (2) part-time weeks; and part-time vacations will be figured on the number of hours worked in the year in which the vacation is earned divided by fifty-two (52). If a holiday occurs during a part-time employee's vacation, he shall receive four (4) hours straight-time pay in addition to his vacation pay for such week.

Section C. When a part-time employee is re-classified to regular status, the number of weeks of vacation that he is then entitled to as a part-time employee shall not be reduced as a result of such re-classification.

ARTICLE 19

CONFORMITY TO LAW

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision.

ARTICLE 20.

HEALTH AND WELFARE

Section A.

1) The Employer will pay the premium on the basic \$2,000 of Group Life and the \$2,000 of Group Accidental Death and Dismemberment Insurance coverage with the Prudential Insurance Company that is carried by regular employees.

2) The Employer will pay the premium

on the health and accident insurance coverage with the Kemba Mutual Insurance Association that is carried by regular employees.

3) In the case of a regular employee, carrying Kemba Insurance, who is off the job due to a disability covered by Workmen's Compensation, the Company will, beginning with the 8th day of disability, pay the difference between the Workmen's Compensation Benefit and the amount he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba benefits would have exceeded the Workmen's Compensation.

4) The Employer will pay the premium for regular employees on the Blue Cross Hospital Care Plan now available for regular employees. This means either the "single" or "family" plan depending on the employee's marital status. It shall be the responsibility of the employee to advise the Employer of any change in marital status. If Blue Cross will make the present Ohio Plan available to all employees covered by this Contract, then this plan will be carried for all employees.

Section B.

1) Effective October 1, 1965, the Employer will contribute sixteen dollars (\$16.00) per month for each eligible employee to a Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereafter entered into by the parties to this Agreement for the purpose of providing life insurance, hospitalization, surgical and sickness and accident benefits. Such Health and Welfare Trust Fund

shall be a jointly administered Employer and Union Trust Fund.

2) Effective May 1, 1966, the contribution shall be increased to eighteen dollars (\$18.00) per month and effective January 1, 1968, the contribution shall be increased to twenty-three dollars (\$23.00) per month.

3) The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours or more for the twelve (12) consecutive weeks immediately preceding the first day of any month. For such an employee, the Employer shall make a contribution to the Trust Fund as of the first day of such month.

4) Contributions to the Trust Fund shall be discontinued as of the first day of the month following:

a. Approved leave of absence (pregnancy or other)

b. Voluntary quit

c. Termination for cause

d. Employee request for change in status from regular to part-time

e. The employee ceasing to be an eligible employee because of failure, through no fault of his own, to work an average of thirty-two (32) hours per week for the twelve (12) consecutive weeks immediately preceding the first day of such month.

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

a. In case of absence from work due to illness or compensable injury, three (3) month's contribution following the

month in which the illness started or accident occurred.

b. In case of absence from work due to a non-compensable injury, one (1) month's contribution following the month in which the injury occurred.

6) Employer contributions which have been discontinued as provided in Section B (4) or B (5) above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury, leave of absence or reinstatement to regular status.

7) Effective September 30, 1965, all of the Employer's established insurance program, including Prudential basic and supplemental life insurance, Prudential Accidental Death and Dismemberment Insurance, Kemba Health and Accident Insurance, Blue Cross Hospitalization Insurance and Prudential Surgical-Medical Insurance shall be discontinued. The Employer's payment of the difference between Workmen's Compensation Benefit and the amount the employee would have received from Kemba had it not been a Workmen's Compensation case will also be discontinued as of September 30, 1965.

ARTICLE 21.

EXPIRATION

Section A. This Agreement shall be effective May 2, 1965, and shall continue through May 4, 1968, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days

prior to May 4, 1968, or any May 4 thereafter of a desire for termination of or changes in this agreement.

Section B. Wage rates are retroactive to anniversary date. Other changes are effective week following signing of new agreement or as otherwise specified.

In Witness Whereof, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 30th day of July, 1965.

FOR THE UNION:

C. P. QUESTA
JAMES M. CONNOLLY

FOR THE EMPLOYER:

WILBUR R. KORENGEL
ROBERT D. WUERFEL
MARVIN H. SAUNDERS

NEGOTIATING COMMITTEE

JO ANNE MARTIN
DOROTHY ROLLER
ETHEL WAGNER
JOHN BEST
ROBERT BRAMEL
SAMUEL ISGRO
JOHN SCHWAB
DONALD STEWART
MILTON WELLBAUM

SCHEDULE "A"—VACATION

1. Eligibility for an employee's first vacation (one [1] week) and for his first increase in vacation (his first two [2] weeks' vacation) and for his second increase in vacation (his first three [3] weeks' vacation) and his third increase in vacation (his first four [4] weeks' vacation) will be determined by his anniversary date as a regular employee. Arrangements must be made to permit employees to enjoy such earned vacations between the actual anniversary date as a regular employee and the end of the year in which it occurs. Where necessary, vacations due in the 12th or 13th periods may be carried over to the first period of the next year.

2. The following schedule will apply: "Service" means continuous employment as a regular employee: 1 year—1 week; 3 years—2 weeks; 8 years—3 weeks; 20 years 4 weeks, effective January 1, 1966, 18 years—4 weeks.

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

4. After a employee has qualified for his first one week's vacation, he automatically qualifies for future one week's vacations as of January 1 of each year.

5. After an employee has qualified for his first two weeks' vacation, he automatically qualifies for future two weeks' vacations as of January 1 of each year.

6. After an employee has qualified for his first three weeks' vacation, he automatically qualifies for future three weeks' vacations as of January 1 of each year.

7. After an employee has qualified for his first four weeks' vacation, he automatically qualifies for future four weeks' vacations as of January 1 of each year.

8. If an employee qualifies for one week's 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 the first week early or wait and take both weeks together.

9. Vacations must be taken during the calendar year, unless due to emergency the management finds it necessary to request postponement. Vacation pay will be paid in advance.

10. If any employee who has not taken his vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving.

11. Leaves totalling less than 90 days in any calendar year shall not affect vacation. Any type of leaves totalling more than 90 days in a calendar year shall have the following effect upon vacation earned in that year:

Leave of more than 90 days, but not over 180 days, shall reduce vacation and vacation pay by $\frac{1}{4}$; leave of more than 180 days, but not over 270 days, shall reduce vacation and vacation pay by $\frac{1}{2}$; leave of more than 270 days shall disqualify for vacation and vacation pay.

12. Choice of vacation dates will be granted on the basis of seniority.

13. The weekly rate of pay for vacation purposes will be determined as follows:

a. A regular employee who has worked on a full-time basis in at least forty (40)

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

b. The weekly vacation pay of a regular employee who worked on a full-time basis (as defined in Paragraph A above) in fewer than 40 weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at his current hourly rate for the average number of hours per week he worked during the anniversary or calendar year in which the vacation was earned. To determine the average number of hours worked per week, divide the total hours worked during this anniversary or calendar year by the number of weeks in the year; exclude from this divisor the weeks off the job because of paid vacation, sick leave, or other authorized leave of absence.

14. Vacation for employees with one (1) year or more of continuous service as a regular employee who returns to Kroger employment from military leave within ninety (90) days after discharge from the armed services, shall be as follows:

a. Continuous service as a regular employee includes time on military leave of absence.

b. Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are

eligible for vacation in that year based on their length of continuous service as defined above.

c. Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation in that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days of employment following their return from military leave of absence.

15. If one of the holidays set forth in Article 11 occurs during any week of an employee's vacation, he shall receive eight (8) hours straight time pay in addition to his vacation pay for such week.

16. No employee shall be permitted to take pay in lieu of vacation.

SCHEDULE "B" WAGES

CLASSIFICATIONS	EFFECTIVE MAY 2, 1965		EFFECTIVE MAY 1, 1966		EFFECTIVE APRIL 30, 1967	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Clerk—Regular						
Start	\$2.03	\$ 81.20	\$2.11	\$ 84.40	\$2.18	\$ 87.20
After 6 months	2.11	84.40	2.19	87.60	2.26	90.40
After 1 year	2.19	87.60	2.27	90.80	2.34	93.60
After 18 months	2.32	92.80	2.40	96.00	2.47	98.80
After 2 years	2.41	96.40	2.49	99.60	2.56	102.40
After 2½ years	2.55	102.00	2.63	105.20	2.70	108.00
Clerk—Part Time						
Start	1.97		2.05		2.12	
After 9 months	2.02		2.10		2.17	
After 18 months	2.07		2.15		2.22	
After 2 years	2.14		2.22		2.29	
After 2½ years	2.27		2.35		2.42	
Head Cashier*						
Start	2.58	103.20	2.66	106.40	2.73	109.20
After 30 days	2.60	104.00	2.68	107.20	2.75	110.00
After 6 months	2.645	105.80	2.725	109.00	2.795	111.80
After 1 year	2.69	107.60	2.77	110.80	2.84	113.60

CLASSIFICATIONS	EFFECTIVE MAY 2, 1965		EFFECTIVE MAY 1, 1966		EFFECTIVE APRIL 30, 1967	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Head Cashier**						
Start	2.63	105.20	2.71	108.40	2.78	111.20
After 30 days	2.65	106.00	2.73	109.20	2.80	112.00
After 6 months	2.695	107.80	2.775	111.00	2.845	113.80
After 1 year	2.74	109.60	2.82	112.80	2.89	115.60
Head Cashier***						
Start	2.68	107.20	2.76	110.40	2.83	113.20
After 30 days	2.70	108.00	2.78	111.20	2.85	114.00
After 6 months	2.745	109.80	2.825	113.00	2.895	115.80
After 1 year	2.79	111.60	2.87	114.80	2.94	117.60
Head Produce Clerk*						
Head Grocery Clerk						
Start	2.8175	112.70	2.8975	115.90	2.9675	118.70
After 6 months	2.8925	115.70	2.9725	118.90	3.0425	121.70
After 1 year	2.9925	119.70	3.0725	122.90	3.1425	125.70
After 18 months	3.08	123.20	3.16	126.40	3.23	129.20
After 2 years	3.1675	126.70	3.2475	129.90	3.3175	132.70

CLASSIFICATIONS	EFFECTIVE MAY 2, 1965		EFFECTIVE MAY 1, 1966		EFFECTIVE APRIL 30, 1967	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Head Produce Clerk**						
Head Grocery Clerk						
Start	2.8675	114.70	2.9475	117.90	3.0175	120.70
After 6 months	2.9425	117.70	3.0225	120.90	3.0925	123.70
After 1 year	3.0425	121.70	3.1225	124.90	3.1925	127.70
After 18 months	3.13	125.20	3.21	128.40	3.28	131.20
After 2 years	3.2175	128.70	3.2975	131.90	3.3675	134.70
Head Produce Clerk***						
Head Grocery Clerk						
Start	\$2.9175	\$116.70	\$2.9975	\$119.90	\$3.0675	\$122.70
After 6 months	2.9925	119.70	3.0725	122.90	3.1425	125.70
After 1 year	3.0925	123.70	3.1725	126.90	3.2425	129.70
After 18 months	3.18	127.20	3.26	130.40	3.33	133.20
After 2 years	3.2675	130.70	3.3475	133.90	3.4175	136.70
Head Produce Clerk****						
Start	2.9675	118.70	3.0475	121.90	3.1175	124.70
After 6 months	3.0425	121.70	3.1225	124.90	3.1925	127.70
After 1 year	3.1425	125.70	3.2225	128.90	3.2925	131.70
After 18 months	3.23	129.20	3.31	132.40	3.38	135.20
After 2 years	3.3175	132.70	3.3975	135.90	3.4675	138.70

CLASSIFICATIONS	EFFECTIVE MAY 2, 1965		EFFECTIVE MAY 1, 1966		EFFECTIVE APRIL 30, 1967	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Head Dairy Clerk*****						
Start	2.58	103.20	2.66	106.40	2.73	109.20
After 30 days	2.60	104.00	2.68	107.20	2.75	110.00
After 6 months	2.645	105.80	2.725	109.00	2.795	111.80
After 1 year	2.69	107.60	2.77	110.80	2.84	113.60
Head Dairy Clerk***						
Start	2.63	105.20	2.71	108.40	2.78	111.20
After 30 days	2.65	106.00	2.73	109.20	2.80	112.00
After 6 months	2.695	107.80	2.775	111.00	2.845	113.80
After 1 year	2.74	109.60	2.82	112.80	2.89	115.60

*In stores with average weekly sales of \$13,750 for 13 periods.

**In stores with average weekly sales of \$27,500 for 13 periods.

***In stores with average weekly sales of \$44,000 for 13 periods.

****In stores with average weekly produce sales of \$5,000 for 13 periods.

*****In stores with average weekly sales of \$24,000 for 13 periods.

The stores where the 1, 2 and 3* rates apply shall be determined as follows:

These rates shall be established by using the average weekly sales for the 13 Kroger periods ending with the 2nd Kroger period of each respective year.

In new or remodeled stores the average weekly sales for the first 12 weeks, excluding the first two weeks (the third through the fourteenth week) will be used.

1. Any employee who changes from part-time to regular shall receive a rate on the regular progression which is based on the accumulated hours worked in the part-time classification. Any em-

ployee who changes from regular to part-time shall receive not less than the regular rate established by his length of service.

2. (a) All employee regularly employed in night stocking or cleaning operations after the store is closed shall receive ten cents (10c) per hour (effective the Sunday immediately following execution of this Agreement, fourteen cents (14c) per hour in addition to the regular rate. The provisions of Article 10, Section D do not apply to such employees. When an employee is scheduled for some work prior to store closing and is also assigned to night stocking after store closing, the night stocking premium will apply only after store closing. An employee acting as lead night stock clerk will receive twenty cents (20c) per hour (effective the Sunday immediately following execution of this Agreement, twenty-five cents (25c) per hour above the two and one-half ($2\frac{1}{2}$) year regular clerk rate. The Employer may, at his discretion, establish a Head Night Stock Clerk rate at thirty cents (30c) above the two and one-half ($2\frac{1}{2}$) year regular clerk rate, with the understanding that in such a case, there will be no lead night stock clerk in the store.

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

(c) An employee who is engaged in night stocking for 50% or more of his working hours in any week will receive the night stocking rate for the full week.

(d) When a night stocking clerk is scheduled to work 50% or more of his scheduled work shift prior to 7:00 a.m., he will receive the night stocking premium for the entire shift. A regular employee who is scheduled to work less than 50% of his scheduled shift prior to 7:00 a.m. will receive time and one-half ($1\frac{1}{2}$) for the hours worked prior to 7:00 a.m. and the night stocking premium will not apply to such hours.

(e) If the Employer, at his discretion, assigns the Head Grocery Clerk in the store to supervise the night stock crew, he will be paid a night premium of ten cents (10c) per hour (effective the Sunday immediately following the execution of this Agreement, fourteen cents (14c) per hour and in such a case there will be no lead night stock clerk in the store.

REGULAR EMPLOYEE—DEFINITION

I. An employee shall be classified as a "regular" employee at the end of the first 12 consecutive work-weeks during which his average hours worked equal or exceed 80% of the hours in the basic work-week for his classification.

Example A—In a store with a basic 40-hour work week, an employee worked 384 hours in 12 consecutive weeks, an average of 32 hours, 80% of the basic work-week. This man qualifies as a regular employee.

Example B—In a store with a basic 40-hour work week, an employee worked 380 hours in 12 consecutive weeks, an average of 31.7 hours per week. Since an average of 32 hours is needed in this case to comply with the 80% requirement, this man did not qualify as a regular employee.

A. A day school student who works during the summer will not be reviewed for classification as a regular employee until October 15. If he is still working at that time, has met all requirements for classification as a regular employee, and has averaged 80% or more of the basic work-week during the four weeks preceding October 15, he shall be classified as a regular employee. His beginning date of continuous service shall be dated back in accordance with paragraphs I and III.

B. A Co-op student who alternates schooling and full-time Kroger employment and who does not qualify as a regular employee under this definition will immediately so qualify if he accepts full time Kroger employment upon completion of discontinuance

of his co-op program. His continuous service record will be dated back by the number of weeks worked while participating continuously in a Kroger co-op program.

C. A part-time employee whose schedule of hours is increased because of the temporary absence due to illness, vacation or approved leave of absence of a full time "regular" employee, will be classified as a "temporary full-time" employee for the duration of the temporary absence, not to exceed six months. He will not be reviewed for classification as a "regular" employee during this period and will revert to "part-time" status upon the return to work of the full time "regular" employee.

If, however, a bona-fide full-time opening occurs for other reasons, such as increased business, other employee turnover, etc., during the period he is classified as "temporary full time," his "temporary" status will be revoked and his beginning date of continuous service as a "regular" employee should be dated back in accordance with paragraph I and III.

II. Time not worked because of a holiday shall be counted at time worked toward qualification or continuity as a regular employee, regardless of whether or not the employee is entitled to a holiday pay.

III. For an employee who meets the aforesaid requirements, continuous service as a regular employee shall be dated back to the first day worked in the first of the 12 qualifying weeks.

IV. Once an individual has qualified as a regular employee, he shall be removed from regular status only —

A. If he is discharged.

B. If he quits voluntarily, or becomes unavailable for full-time work because of another job.

C. If he is permanently laid off due to elimination of job.

D. If he has been reduced, at his voluntary written request, to less than half-time work for one full Kroger period. Upon receipt of such request the employee shall be notified of the date on which his regular status and benefits will be terminated, provided he does not return to full-time work in the meantime.

E. If, prior to completion of two years of service as a regular employee, he has worked less than half-time or has been laid off in 10 or more weeks in 3 consecutive periods, including the last 2 weeks of the most recent period.

F. If, after completion of two years of service as a regular employee, he has worked less than half-time or has been laid off in 20 or more weeks in 6 consecutive periods, including the last 2 weeks of the most recent period.

NOTE: In determining if an employee has worked less than half time for 3 or 6 periods (sub-paragraphs E and F) do not count those periods in which the employee was absent for 2 or more weeks because of sickness or approved leave.

V. If separated from regular status in accordance with paragraph IV preceding, an employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a regular employee he must again meet the requirements set forth in paragraph I.

VI. To protect continuity of regular employment, regular employees who seek to quit due to corrective health conditions or temporary personal need for time off should be advised of their privileges under the leave of absence policy.

6762

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

November 18, 1965

Mr. G. Porcaro, President & Business Manager
Retail Clerks International Association
Local 1099
625 College Street
Cincinnati, Ohio

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company and the Retail Clerks International Association, Local 1099.

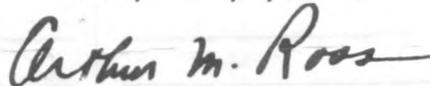
The agreement we have on file expired April 1965.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,



Arthur M. Ross
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1600
2. Number and location of establishments covered by agreement 74 Retail Stores operating within The Kroger Company, Cincinnati, Ohio Division
3. Product, service, or type of business Retail Food Stores

4. If previous agreement has been extended without change, indicate new expiration date _____

James M. Donnelly
(Your name)
625 College St.
(Street)

Sept. 1965
(Position)
Cincinnati, Ohio
(City and State)