

(4)

MAR 28 1985

#6762
JWX 10/84
3,000.00

Agreement



United Food and
Commercial Workers
Local Union No. 1099

and



Cincinnati
Marketing Area

Effective October 2, 1983
through October 4, 1986

X 10/86

LOCAL NO. 1099

UNITED FOOD AND COMMERCIAL WORKERS UNION



2562 NORTH BEND ROAD
CINCINNATI, OHIO 45239
TELEPHONE: 513/681-4000

GENE WITSKEN
President
CHRIS BALL
Secretary-Treasurer

Dear Member:

We are enclosing, herewith, a copy of your revised Union Agreement in effect with your Employer.

The myriad of benefits contained in this Union Agreement is a direct result of many years of contract improvements through the collective bargaining process with the concerted efforts of the affected membership, the Executive Officers and the Representatives in behalf of the members of Local No. 1099.

We would hope that you, as a member, would familiarize yourself with the contents of this Agreement so that you obtain and receive the many benefits as provided for therein, and that you keep this Agreement booklet handy so that you can refer to it in the event any questions may arise as to your rights under the Agreement. Should you have any questions regarding any part of this Agreement, please feel free to contact your assigned Business Representative, and he/she will be glad to assist you whenever and wherever possible.

In order for the Local Union to continue to provide additional benefits for the best interest of its members, we would urge that you, as a member, make an effort to regularly attend your Local Union membership meetings, which are held at 8:00 P.M. on the third Wednesdays of January, April, July and October at the U.F.C.W. Union Local No. 1099 Meeting Hall, located at 2562 North Bend Road, Cincinnati, Ohio (Mt. Airy). Only through you and your active participation as a member can your Local Union remain strong and viable, providing the many needs and benefits in behalf of each member.

REMEMBER, IT DOESN'T COST - IT PAYS TO BELONG TO THE U.F.C.W. UNION LOCAL NO. 1099, AFL-CIO.

Fraternally and sincerely,

Gene Witsken
Gene Witsken, President

Chris Ball
Chris Ball, Secretary-Treasurer

:ko



LABOR AGREEMENT

I N D E X

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 1099

CINCINNATI CLERKS

ARTICLE I.	INTENT AND PURPOSE	1
ARTICLE II.	UNION SECURITY	1
ARTICLE III.	CONFORMITY TO LAW	4
ARTICLE IV.	MANAGEMENT RIGHTS	4
ARTICLE V.	NO STRIKE, NO LOCKOUT	4
ARTICLE VI.	PICKET LINE	5
ARTICLE VII.	GRIEVANCE AND ARBITRATION PROCEDURE	5
ARTICLE VIII.	WAGES	9
ARTICLE IX.	OVERTIME AND OTHER PREMIUM PAY	10
ARTICLE X.	HOURS OF WORK	12
ARTICLE XI.	WORK SCHEDULES	13
ARTICLE XII.	HOLIDAY WORK	22
ARTICLE XIII.	VACATIONS	24
ARTICLE XIV.	NIGHT STOCK CREW PROVISIONS	27
ARTICLE XV.	SENIORITY	28
ARTICLE XVI.	LEAVES OF ABSENCE	37
ARTICLE XVII.	OTHER GENERAL WORKING CONDITIONS	40
ARTICLE XVIII.	UNION COOPERATION	41
ARTICLE XIX.	SEPARATION PAY	42
ARTICLE XX.	TECHNOLOGICAL CHANGE	42
ARTICLE XXI.	STORE CLOSING	43
ARTICLE XXII.	HEALTH AND WELFARE	45
ARTICLE XXIII.	PENSION	46
ARTICLE XXIV.	EXPIRATION	47
	APPENDIX "A" WAGES	
	APPENDIX "B" SENIORITY AREAS	
	APPENDIX "C" SACKER/CARRYOUT AND DEMONSTRATOR CLASSIFICATION	
	APPENDIX "D" PERMANENT PANEL	
	APPENDIX "E"	

TERM: October 2, 1983 through October 4, 1986



LABOR AGREEMENT

AGREEMENT

PREAMBLE

This Agreement entered into by and between The Kroger Co., Cincinnati Division of the Cincinnati/Dayton Marketing Area (KMA), its successors or assigns, hereinafter referred to as the Employer, and the United Food and Commercial Workers (UFCW) Union Local No. 1099 chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I.

INTENT AND PURPOSE

1.1 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 interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

The use of the male gender in this Agreement shall, except as the context requires otherwise, be deemed to include the female gender as well.

ARTICLE II.

UNION SECURITY

2.1 Coverage - The Union shall be the sole and exclusive bargaining agent for all employees, including grocery department demonstrators, (except store managers, co-managers, and meat department employees) in the stores of the Employer located in the Counties presently being operated in by the Cincinnati Division of the Cincinnati/Dayton Marketing Area, excluding the stores located in Springboro, Ohio, Batesville, Indiana, and Greensburg, Indiana.

2.2 Vendor Stocking - The present practice of outside vendors stocking shelves shall not be expanded during the term of this Agreement, except that if a brand of merchandise now being stocked by outside vendors is discontinued and another brand substituted or a new brand is added, representatives of vendors may stock all brands of the same type of merchandise. For example, if a new brand of potato chips is added or substituted, representatives of vendors may stock the new brand.



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

It is further understood that the rotation of merchandise, taking inventory or ordering shall not be considered stocking. It is further understood that representatives of vendors may be utilized during a shelf reallocation only for the purpose of "blocking" the new allocation of product. Actual stocking of the reallocated product will be performed by store employees.

The following items only shall be stocked completely or partially by representatives of vendors or rack jobbers: magazines, books, outside bakery goods, non-alcoholic beverages, and snacks; i.e., potato chips, pretzels, etc.

2.3 Management Work - In stores having both manager and co-manager, the Employer agrees that they will not perform work normally done by members of the bargaining unit, including office functions normally performed by the front-end manager and assistant front-end manager(s). This does not preclude the manager and co-manager(s) from doing the above due to employees being absent where no one is available to do the work or circumstances beyond the control of the Employer. It is further understood that work incidental to handling customer's request, inventorying product(s) and bakery merchandise mark downs late in the day are not a violation of this Section.

In the event of a proven violation of Sections 2.2 and 2.3, the Employer will pay to the employee filing the grievance the amount of time spent in such proven violation at the premium rate of time and one-half (1½), but no less than one (1) hour's pay at the employee's regular rate of pay.

2.4 Union Shop - 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 employment 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) calendar days of employment (thirty-five (35) calendar days in new stores)



LABOR AGREEMENT

a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

2.5 Check Off - The Employer agrees to deduct weekly Union dues, initiation fees, and uniform assessments from the wages of employees (on a bi-monthly or monthly basis on a future date by mutual agreement between the Employer and the Union) 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 (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of employees and will be transmitted to the Union by the tenth (10th) day of the following month.

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

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 II, Section 2.4, limited only by the Labor Management Relations Act of 1947.

2.6 Active Ballot Club - The Employer agrees to transmit to the Local Union contribution deductions to the UFCW Active Ballot Club from employees who are Union members, and who sign deduction authorization cards. The deductions shall be in the amount specified on the political contribution deduction authorization card and shall be deducted not more than once each month.

2.7 New Employees - The Employer agrees to give the Union a list of new employees weekly showing employee's name, residence address, Social Security number, store number, date of employment and birth date.

2.8 Union Visitation - 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.



LABOR AGREEMENT

2.9 Other Agreements - The Employer, through any part of the 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.

2.10 Bulletin Board - The Employer agrees to provide a bulletin board in each store and will permit the Union to post and maintain any notices pertaining to Union business, provided that such notices are approved by the Personnel Manager before posting.

2.11 Union Steward - The Union shall have the right to designate a Union Steward and alternate steward for each store. A list showing the names and store addresses of all stewards is to be submitted to the Employer.

ARTICLE III.

CONFORMITY TO LAW

3.1 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 IV.

MANAGEMENT RIGHTS

4.1 The management of the business and the direction of the working forces including the right to plan, direct, and control store operations, hire, suspend or discharge for proper cause, transfer or relieve 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 subject to the provisions of Article XX of this Agreement and the right to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the 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.

ARTICLE V.

NO STRIKE, NO LOCKOUT

5.1 During the term hereof, the Union agrees that there shall be no strike or any other interference with or



LABOR AGREEMENT

interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

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

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

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

ARTICLE VI.

PICKET LINE

6.1 No employee shall be required to cross a legal labor picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, it will discuss such action with the Employer. 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 VII.

GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Grievance Procedure - Any employee who feels aggrieved must initiate a grievance within the time limits provided in this Agreement with the Union Steward (as to Step 1 matters) and/or the business representatives of the Local Union.

Should any "grievance" arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle same promptly through the following steps. The term "grievance" comprehends any complaint, difficulty, disagreement or dispute between the Employer and the Union or any employee covered by this Agreement, and which complaint, difficulty, disagreement or dispute pertain to the interpretation or application of any and all provisions of this Agreement.



LABOR AGREEMENT

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 unless such time period is mutually extended by the Union and the Zone Manager.

STEP 2. By conference between the representative and 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, unless such time period is mutually extended by the Union and the Zone Manager. Any grievance not settled in Step 2 shall be immediately reduced to writing with copies to the Union and Employer.

STEP 3. By conference between the business representative and/or the Executive Officer 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 grievance and either party wishes to submit it to arbitration, the party desiring arbitration must so advise the other party in writing within forty-five (45) days after the Step 3 conference or the grievance will be considered settled in Step 3.

7.2 No grievance will be discussed unless the outlined procedure has been followed and the grievance presented within fourteen (14) days, except a grievance arising from an error in the rate of pay may be presented within two (2) years.

7.3 It is understood that grievances such as those pertaining to work schedules, constructive advice records, investigative proceedings, and other such matters within the control and scope of the store manager, will be introduced in Step 1; and that all other grievances will be introduced in Step 2 of the Grievance Procedure.

However, the parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above steps deemed appropriate by the parties.



LABOR AGREEMENT

7.4 Arbitration - 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, unless mutually extended, select a third (3rd) arbitrator from the agreed panel of seven (7) permanent arbitrators as provided for in Appendix D, each of whom has agreed to act in this capacity. The decision of the third (3rd) arbitrator shall be binding on both parties. The expenses of the third (3rd) arbitrator shall be paid for jointly.

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

It is agreed that the panel of permanent arbitrators will remain at seven (7) during the term of this Agreement, and if for any reason an arbitrator would withdraw from the panel, the Union and the Employer agree to meet within thirty (30) days to select a replacement.

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

7.5 Expedited Arbitration - The parties agree that in lieu of following the procedures outlined above in Section 7.4 of this Article, by mutual agreement, a special expedited arbitration process may be utilized.

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

It is further agreed that an arbitrator mutually selected to hear such a case must agree in advance to render a short form written decision within forty-eight (48) hours of the date of hearing. Although it is not anticipated that such cases will involve substantial questions of contract interpretation, the decision of the arbitrator will have the same force and effect as an award rendered pursuant to the more formal Arbitration Procedure detailed in Section 7.4. The arbitrator shall, in no event, have the power to disregard or modify any provisions of the Agreement.



LABOR AGREEMENT

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

7.6 Suspension or Discharge - The Employer may, at any time, suspend or discharge any employee for proper cause. The Employer shall notify the Union by letter within ten (10) calendar days after the suspension or discharge. The Employer, by letter, will state the reason(s) for invoking such action and will specify the effective date of such action. The Union, if it wishes to contest the suspension or discharge, shall file a written complaint with the Employer at the Step 2 level within ten (10) calendar days following the postmarking of the notice of suspension or discharge, asserting that the suspension or discharge was improper. Such complaint shall be discussed between the Union Representative and the Zone Manager within ten (10) calendar days.

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

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

When a Constructive Advice Record is to be discussed with an employee, the employee, upon request, shall have the Union Steward or Union Representative present.

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



LABOR AGREEMENT

Any such Constructive Advice Record not received by the Union within twelve (12) days of the consultation date shall be null and void.

Any such Constructive Advice Record which does not involve a disciplinary suspension after which twelve (12) consecutive months have elapsed without a reoccurrence of the same nature, shall be null and void.

Any Constructive Advice Record which does involve a disciplinary suspension after which twenty-four (24) months have elapsed without a reoccurrence of the same nature, shall be null and void.

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

ARTICLE VIII.

WAGES

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

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

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

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

8.3 Previous Experience - Previous proven comparable grocery experience in a national or local chain food store within the last five (5) years from date of present employment shall be the basis for the determination of employee's rate of pay.



LABOR AGREEMENT

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

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

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.

8.4 Department Head/Assistant Department Head Relief - An employee who relieves a department head and/or assistant department head for one (1) week or more will receive the department head and/or assistant department head rate for the store involved.

8.5 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 establishment (but excluding work in the Meat Department) which may be assigned by the store manager and/or the Zone Manager, except as otherwise provided for in Appendix "C" - Sacker/Carryout and Demonstrator Classifications of this Agreement.

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.

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

ARTICLE IX.

OVERTIME AND OTHER PREMIUM PAY

9.1 Overtime and Sixth (6th) Day Worked - All work in excess of forty (40) hours per week or in excess of eight (8) hours per day or for the sixth (6th) day worked in any work-week shall be paid for at time and one-half (1½).

9.2 Night Premium - A night premium of twenty-five cents (25¢) per hour shall be paid for all work after 6:00 p.m. and before 6:00 a.m. except as otherwise provided in Article



LABOR AGREEMENT

XIV (Night Stock Crew Provision) for night stocking and except as otherwise provided below.

Such night premium shall not be applicable in the event the employee receives time and one-half (1½) for such hours in accordance with Article IX, Section 9.1 above.

9.3 If a regular employee is scheduled more than two (2) nights in a week, he shall be paid time and one-half (1½) for work after 6:00 p.m. and before 6:00 a.m. on the third (3rd) and subsequent nights worked in such week except as otherwise provided in Section 9.6 below for night stocking; and except for those regular employees who are desirous of additional hours of work within the workweek; and who have indicated this desire (and availability) in writing to the Employer's store manager with a copy to the Union, in which case such employees may be scheduled for more than two (2) nights per week without regard to the time and one-half (1½) requirements of this Section being honored for more than two (2) nights of work in the workweek. Such written notice of intent under this Section shall stand for thirty (30) days and then until revoked in writing to the parties with one (1) week's notice. It is understood, however, that it is not the intent of the parties that frequent changes in this status be invoked.

9.4 Sections 9.2 and 9.3 above shall not apply to work on Sundays and holidays.

9.5 Sunday and Holiday Premium - When work is performed on a Sunday, it shall not be considered as part of the normal workweek and time and one-half (1½) the employee's regular hourly rate shall be paid for all hours worked that day. When work is performed on a holiday, it shall not be considered as part of the normal workweek and double-time (2x) (time and one-half (1½) for all employees hired after November 9, 1981) 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 for elsewhere in this Agreement. Sundays and holidays shall be considered to begin at 12:01 a.m. and end at 12:00 midnight. (The above provision shall not apply to night stock crew employees between 9:00 p.m. and 12:00 midnight on Sundays.) Effective September 29, 1985, premium pay for work performed on a holiday will be time and one-half (1½) the employee's regular hourly rate for all employees on the payroll.

9.6 Night Stock Premiums - All employees regularly employed in night stocking or cleaning operations after the store is closed shall receive sixty cents (60¢) per hour in addition to the regular rate. The provisions of Article IX, Section 9.2 and 9.3 above 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



LABOR AGREEMENT

stocking premium will apply only after store closing. The definition of a night stocking crew employee is contained in Article XIV of this Agreement.

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

An employee who is engaged in night stocking for fifty percent (50%) or more of his working hours in any week will receive the night stocking rate for the full week and shall be considered a night crew employee for the purpose of this Article and Article 14.

When a night crew employee is scheduled to work fifty percent (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. Any other regular employee who is scheduled to work less than fifty percent (50%) of his scheduled shift prior to 7:00 a.m. will receive time and one-half (1½) for the hours worked prior to 7:00 a.m. and the night stocking premium will not apply to such hours.

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

ARTICLE X.

HOURS OF WORK

10.1 Basic Workweek - The workweek shall consist of forty (40) hours in five (5) days, not necessarily consecutive, Monday through Saturday.

10.2 Daily Guarantee - Any employee who is instructed to report to work shall be guaranteed four (4) hours work if the employee is available for four (4) hours work. It is understood, however, that the payment of four (4) hours shall not apply to part-time employees whose hours of work are restricted by circumstances beyond the control of the Employer. Such call-in guarantee shall not apply if the hours are not available due to Article XI, Section 11.3.

10.3 Meal Period - One-half (½) hour (unless prohibited by law) on the employee's own time shall be allowed for a meal period on each working day. Employees who certify in writing that they desire a meal period of one (1) hour on a continuing basis (revocable on November 1, March 1 and July 1 of



LABOR AGREEMENT

each year) shall be entitled to one (1) hour meal period. The meal period shall not be scheduled until an employee has worked three (3) hours, and an employee will not be required to work more than five (5) hours prior to the beginning of the meal period. Such meal period shall be scheduled as near to the middle of the workday as possible. Employees working six (6) hours or less will not be scheduled for a meal period, unless prohibited by law, and this provision shall not be utilized to circumvent the available hours provision of this Agreement.

10.4 Rest Periods - All employees who work more than three (3) hours, but less than five (5) hours in a day, shall receive a fifteen (15) minute rest period. An employee who works five (5) hours or more in a day shall receive two (2) fifteen (15) minute rest periods.

No rest period may be scheduled until an employee has worked at least one (1) hour; however, the Employer will make every effort to schedule the rest period as near to the middle of the work shift as possible.

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

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

ARTICLE XI.

WORK SCHEDULES

11.1 Posting Work Schedules - The hours for each employee shall be scheduled by the Employer, subject to the provisions of this Agreement. A working schedule for the succeeding week shall be posted in ink not later than 12:00 p.m. (noon) Friday of the current week with the employee's full name listed by seniority and the employee's seniority date. One master work schedule shall be posted by department in all stores with the scheduled hours of employees totaled at the end of the column, and the Union Steward will receive a copy of the master work schedule. In event such schedule is not posted, the schedule for the preceding week shall prevail, except in the week preceding or the week of a holiday. After the schedule is posted, a full-time employee's schedule will not be changed and full-time employees working their scheduled day off will be paid time and one-half (1½) for such hours. Hours added to the schedule will be done within the seniority, available hours, and earlier starting times provisions of this Agreement, except as provided in Section 11.18 - Additional Hours - will be reflected on the posted work schedule.



LABOR AGREEMENT

11.2 Intent of Scheduling - Schedules shall be arranged to provide as many employees eight (8) hours per day schedules and forty (40) hours per week schedules as is consistent with the limitations set forth in the available hours clause and with the further understanding that hours not consistent with the needs of the business will not be added to accomplish this objective.

11.3 Available Hours - Employees shall receive available hours up to and including eight (8) hours per day or forty (40) hours per week in accordance with seniority, within the individual store, provided that this does not conflict with another provision of this Agreement. Available hours may only be exercised for the five (5) highest hour days in the week excluding Sundays and holidays. Employees may claim any or all portions of a less senior employee's schedule up to eight (8) hours per day or forty (40) hours per week, consistent with other provisions of the Agreement. It is the intent of the parties that an employee must claim additional available hours within their departmental schedule in order to maximize up to and including eight (8) hours per day before attempting to claim additional available hours in other department(s).

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

It is the intent of the parties that regular employees cannot use this available hours clause to claim hours of work that will cause the payment of premium pay at time and one-half (1½) during that week.

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

Store manager trainee assignments will not be utilized to circumvent the available hours provision of this Section. Trainees will be limited to one (1) per conventional store.

11.4 Earlier Starting Times - The employee will recognize earlier starting times available in the store on the following basis: Earlier starting times will be assigned on a



LABOR AGREEMENT

continuing basis to the more senior front end clerk, excluding Sacker/Carryout employees, where such scheduling does not conflict with other provisions of this Agreement or would cause the Employer to pay overtime as a result of such schedule. (This paragraph shall not apply during the first thirty-five (35) calendar days of a new store operation.)

Earlier starting times shall also apply in the same manner to the grocery department, dairy department, frozen food department, produce department and Sacker/Carryout employees. Assistant Front-End Managers will be scheduled the starting times necessary to perform Front-End Office procedures and supervision. (Assistant Front-End Managers will not be scheduled to begin a shift solely for the purpose of relieving the first office break.) In the event there is no need to schedule Assistant Front-End Managers out of seniority for such coverage, they will be scheduled by their seniority. If such application necessitates more than two (2) nights in a workweek, such employees may exercise the option provided in Article 9.3 in order to maximize their hours up to eight (8) per day and forty (40) per week.

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

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

This section shall not preclude employees the opportunity of claiming available hours in any other department as provided for in Section 11.3.

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



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

11.6 Sunday and Holiday Work - When work is performed on a holiday mentioned in Article XII, Section 12.1, or on a Sunday, it shall be offered to employees on the basis of seniority (full-time first) regardless of classification. Such work shall be offered on a voluntary basis. If, however, enough employees do not volunteer for such work, the Employer may require employees (starting with probationary and then part-time employees) to work on an inverse seniority order basis.

Employees drafted on an inverse seniority basis will be scheduled to work the maximum hours (up to eight (8) available on the work schedule) before another more senior employee is drafted. Additional more senior draftees will be scheduled fewer hours, unless they wish to exercise their rights by seniority for more available hours.

Sunday and holiday work shall be assigned on the basis of the following two (2) groups:

Group 1

An employee who is selected to supervise the store (not to exceed three (3) per store where there is no co-manager and not to exceed two (2) per store where there is a co-manager.) Employees in this Group who are not utilized to perform such work may volunteer to perform work as a member of Group 2. An employee who is selected to supervise the store will be a department head, unless there is an insufficient number who volunteer. In that event, the Employer will select other qualified employees with preference to regular employees. Such employees designated to supervise the store shall be denoted as Group 1 on the Sunday schedule.

It is also agreed that Group 1 employees who are scheduled for less than eight (8) hours on a Sunday and/or holiday can claim available hours on a seniority basis for a total of eight (8) hours.

Group 2

All other employees in the store on the basis of seniority. Employees in the moonlighter classification who have signed the



Sunday work sheet shall be scheduled before employees are drafted as provided above if enough employees do not volunteer. However, employees in the moonlighter classification who have not signed the Sunday work sheet shall not be drafted to work if enough employees do not volunteer.

11.7 The Employer agrees to post a voluntary Sunday work sheet near the time clock in each store by 2:00 p.m. Friday of each week to cover the Sunday which occurs sixteen (16) days later. Any employee in either group, as set forth in Article XI, Section 11.6, who desire to work on this Sunday shall sign the Sunday work sheet within four (4) days after the day in which it is posted. A completed Sunday work schedule shall then be posted within two (2) days after the employee signing period.

11.8 The Employer agrees to post a voluntary holiday work sheet near the time clock in each store by 2:00 p.m. the second Friday prior to the beginning of the week in which a contractual holiday occurs, and such list shall remain posted through Tuesday of the following week. Any employee desiring to work on a holiday shall indicate their desire to work by signing such voluntary list within the four (4) days, and a completed holiday work schedule shall then be posted by 12:00 p.m. Friday the week preceding the holiday week. Completed schedules will remain posted until the Sunday or holiday occurs.

11.9 If no Sackers have signed the volunteer list in Sections 11.7 and 11.8 above, all Clerks who have signed must be scheduled before any Sackers can be drafted to work.

If not enough Sackers have signed the volunteer list, those Sackers who have signed can be scheduled. However, all Clerks who have signed must be scheduled before any additional Sackers can be drafted to work.

If enough Sackers have volunteered, Sacker hours will be scheduled according to the needs of the store from the volunteer list.

Clerks hired after July 20, 1976 cannot claim any Sacker hours scheduled on a Sunday or holiday.

11.10 No employee will be scheduled for less than four (4) hours work on a holiday or Sunday.

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 meal period.



LABOR AGREEMENT

Furthermore, the provisions pertaining to earlier starting times, as provided for in Section 11.4 above, will be applicable to Sunday and holiday work.

It is understood, however, that such employees will not be used to obviate night stocking hours.

11.11 Employees who agree or are required to work on Sunday or a holiday and fail to report without notification and without a legitimate excuse, will be subject to disciplinary action.

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

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

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

A. Claims against the work schedule will be submitted in writing and initialed by a member of management or an employee so designated by management prior to 12:00 noon on Saturday. Valid claims shall then be promptly posted to the work schedule and initialed by a member of management or an employee so designated by management.

B. In applying the provisions of paragraph A above, it is understood that if a less senior clerk (hired prior to July 20, 1976) claims any or all portions of a Sacker/Carryout employee(s)



LABOR AGREEMENT

daily work schedule(s), a more senior employee in the clerk classification (hired prior to July 20, 1976) may then claim such schedule(s) for earlier reporting time(s) in accordance with paragraph C below.

C. Employees who have had their hours claimed as a result of paragraph A above, shall submit claims for additional hours in writing and initialed by a member of management or an employee so designated by management prior to 3:00 p.m. on Saturday. Valid claims shall then be promptly posted to the work schedule and initialed by a member of management of an employee so designated by management.

D. Employees who have had their hours claimed as a result of paragraph B above, shall submit claims for additional hours in writing and initialed by a member of management or an employee so designated by management prior to 4:30 p.m. on Saturday. Valid claims shall then be promptly posted to the final work schedule and initialed by a member of management or an employee so designated by management.

Hours may be claimed on the Employer's time.

Proven violations of available hours and earlier starting times scheduling to the final posted work schedule shall result in penalty pay, if not resolved in Step 1 of the Grievance and Arbitration Procedure as follows:

- (a) Available Hours - Time and one-half (1½) the employee's rate of pay for the hours involved.
- (b) Earlier Starting Times - Time and one-half (1½) for the hours between the end of the earlier shift and the end of the scheduled shift.

E. Any employee who is an academic student must submit in writing to the store manager his availability for work during the school year. Such students shall only be scheduled hours in accordance with the provisions of this Agreement during the times indicated as available. Furthermore, students will not be allowed to claim hours that fall outside their stated availability except as provided for below during the regular traditional summer school vacation period.

The submitted availability shall not change unless revoked in writing by the employee as per Article 15.17b or until the store manager is notified in writing of a change in availability. Such changes in availability must be submitted at least seven (7) days prior to the workweek in which they are effective. It is understood, however, that it is not the intent



LABOR AGREEMENT

of the parties that frequent changes in availability be invoked - only such changes as may be necessitated by quarter, semester, etc. class schedule changes.

Students who become available on a *temporary basis (*i.e. Easter, Thanksgiving and Christmas school schedule breaks) shall not claim the hours of employees who are consistently available to work their posted work schedules that their seniority entitles them. Students shall be entitled to their seniority application during the regular traditional summer school vacation period.

11.14 Scheduling Resets - Employees, excluding Sacker/Carryout employees, working less than eight (8) hours per day and who are interested in enhancing their daily schedule will be offered the opportunity to increase their hours by performing work on "resets" within the employee's store on the following basis:

A. The Union and the store employees will be notified of "Resets" two (2) weeks in advance.

B. Eligible employees interested in working on Resets will evidence such interest by signing a sign-up sheet posted by the Employer within the store.

C. Employees signing the sign-up sheet will be offered the opportunity to increase their daily scheduled hours to a maximum of eight (8) hours and work some or all of their daily schedule on the Reset.

D. The Employer may use the necessary number of outside vendors in any manner to supplement available bargaining unit employees so as to complete the Reset by mid-week.

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

11.16 Time Off Between Shifts - There shall be a minimum of eight (8) hours between scheduled work shifts for employees who are scheduled to work forty (40) hours in a week, excluding Sundays, holidays and overtime work.

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



LABOR AGREEMENT

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

Following proper notification and the employee(s) acceptance or rejection of the change, the Employer will have the right to call in other employee(s) and/or increase the hours of employee(s) already on the schedule in order to take care of the Employer's business in the most expeditious manner possible and with a minimum of disruption to the already planned schedule. However, an employee shall not be obligated to stay beyond the period of time it requires for the next senior employee(s) called in to arrive and replace the absent employee. In the event no such employee is available, the least senior employee working shall be required to work the necessary time to maintain the efficient operation of the store. It is understood that this paragraph shall not obviate the provisions of Sections 11.18 and 11.19 of this Agreement.

11.18 Additional Hours - Employees shall retain the right to refuse call-in hours and refuse hours beyond the employee's scheduled quitting time, except as provided in Section 11.17 above. However, in the event the Employer finds it necessary to add hours to the work schedule, due to circumstances beyond the control of the Employer, and all efforts have been exhausted to offer such additional hours by seniority, the least senior employee(s) shall then be required to remain for not more than one (1) hour's work beyond their scheduled quitting time. It is understood, however, that employees may volunteer to stay additional time in excess of the minimum one (1) hour referred to above up to eight (8) hours per day.

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

- A. The Union Steward, if at work.
- B. The alternate Steward, if at work.
- C. Two (2) members of the bargaining unit.

It is understood that replacement hours or additional hours as provided for in Section 11.17 and 11.18 above, will not necessitate the payment of overtime as provided for elsewhere in this Agreement.



LABOR AGREEMENT

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

Non-scheduled overtime shall be offered to employees who are presently working at the time the overtime occurs to employee(s) on the basis of seniority. In the event the Employer cannot fill his needs by seniority, the Employer shall have the right to require such employees on an inverse seniority basis to work such non-scheduled overtime in accordance with Section 11.18 above.

11.20 Scheduling After Store Closing - 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.

ARTICLE XII.

HOLIDAY WORK

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

12.2 Personal Holidays - In addition to the holidays called for in Section 12.1, an additional paid holiday shall be granted all employees on the same basis as other holidays, on the employee's anniversary date of employment. Such holiday shall be celebrated during the week in which the employee's anniversary date occurs, except in the case of a holiday week, in which case it shall be celebrated in the first non-holiday week that follows.

All employees shall be entitled to the Monday or the first scheduled day within the basic workweek following the employee's vacation as an additional holiday which is not to be construed as part of the employees vacation. Consequently, as provided in Article 11.11, an employee may volunteer to work the Sunday immediately following his vacation even if such Sunday occurs before this scheduled additional holiday. Such additional holiday shall be noted on the posted vacation schedule.

12.3 Further, in addition to the holidays previously called for, regular employees which one (1) or more years of continuous service shall receive forty (40) hours of straight-time pay, to be paid with the first week of vacation. Part-time



LABOR AGREEMENT

employees with one (1) or more years of continuous service shall also receive two (2) holidays at straight-time rate of pay, to be paid with their first week of vacation, calculated in accordance with Section 12.5 below.

12.4 Eligibility for Holiday Pay - In a week in which one (1) 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.

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

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 XII, Sections 12.1 and 12.2 above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week.

12.5 Computation of Part-time Holiday Pay - Holiday pay for part-time employees shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week, on the following basis:

<u>Average Hours Worked</u>	<u>Holiday Pay</u>
20 hours or less	2 hours
Over 20 hours to and including 30 hours	4 hours
Over 30 hours to and including 32 hours	6 hours
Over 32 hours	8 hours

12.6 Holiday Workweek - In any calendar week in which one of the holidays mentioned in Article XII, Sections 12.1 and 12.2 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. In such holiday weeks, all work in excess of thirty-two (32) hours or work on the fifth (5th) day, exclusive of the holiday, shall be paid for at time and one-half (1½) the employee's regular hourly rate.



LABOR AGREEMENT

12.7 Emergency Conditions - 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 IX, Section 9.5.

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

ARTICLE XIII. VACATIONS

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

<u>*Years of Continuous Service</u>	<u>Weeks Vacation</u>
1 Year	1 Week
3 Years	2 Weeks
7 Years	3 Weeks
14 Years	4 Weeks
18 Years	5 Weeks
25 Years	6 Weeks

*Continuous service shall include all service as a part-time and/or regular employee without a break.

13.2 Eligibility for Vacation - Eligibility for an employee's first vacation (one (1) week) and for any increase in vacation will be determined by his anniversary date. Arrangements must be made to permit employees to enjoy such earned vacations between the actual anniversary date and the end of the year in which it occurs. Where necessary, vacations due in the 12th or 13th periods may be carried over to the first period of the next year.

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

After an employee has qualified for the amount of vacation in Section 13.1 above, he automatically qualifies for that amount of vacation as of January 1 of each year.

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



LABOR AGREEMENT

- (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 workweek. 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 forty (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.
- (c) A part-time employee will be entitled to vacation under the same general rules as for a regular employee; 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.

Vacation pay will be paid in advance.

13.4 Scheduling Vacation - Choice of vacation dates will be granted on the basis of seniority and length of service with the Employer, regardless of classification.

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



LABOR AGREEMENT

Employer will recognize additional consecutive weeks during the summer vacation period when employee(s) can verify additional consecutive weeks are required.

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

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

Employees performing work during their scheduled vacation will receive double time (2x) their rate of pay for all hours worked during scheduled vacation.

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

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

Leave of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$); leave of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half ($\frac{1}{2}$); leave of more than two hundred seventy (270) days shall disqualify for vacation and vacation pay. (The above ninety (90) days shall be amended to one hundred and twenty (120) days in the event of a leave of absence due to illness, on or off the job injury, or pregnancy leave.)

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 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.



LABOR AGREEMENT

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

13.7 Effects of Termination on Vacation Pay - 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.

ARTICLE XIV.

NIGHT STOCK CREW PROVISIONS

14.1 A night crew employee shall be defined as any employee who is scheduled in a manner which requires the night stocking hourly premium specified in Article IX, Section 9.6 of this Agreement.

It is recognized by the parties that four (4) ten (10) hour shifts or one (1) ten (10) hour shift is not practical for all stores; however, on the basis of mutual agreement between a store manager and individual employees, such individual employees of the night stocking crew may be scheduled one (1) night at ten (10) hours per shift, or four (4) nights at ten (10) hours per shift, within the normal workweek. Under these conditions, Article IX, Section 9.1 will not apply.

For those night stocking crew employees whose starting time commences at 9:00 p.m. or after, the provisions of Article IX, Section 9.3 shall not apply.

14.2 Work Schedules - Posting of night schedules for night crews will be posted for the coming week on Friday before the night crew ceases work, as per schedule.

Starting times as well as any ten (10) hour shifts that are agreed to on a mutual basis will be offered first to the more senior employees of the night stocking crew.

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



LABOR AGREEMENT

14.4 Right to Transfer - When a store dis- continues a "night stocking crew", the head night lead clerk may displace the least senior head night lead clerk within the zone. The displaced head night lead clerk has the option of remaining in his store or accepting a transfer to the store from which the new head night lead clerk was previously assigned.

14.5 Other Provisions - Night stock crew employees will be allowed to leave the store during the meal period.

After 12:00 midnight and before 8:00 a.m., if the store is opened for business, night stock crews will not be required to perform customer service duties during such period.

The Employer must designate an employee as a head night lead clerk whenever two (2) or more clerks are scheduled for night crew as defined in Section 14.1 of this Article.

If such employee is designated as head night lead clerk for fifty percent (50%) or more of his working hours in any week, he will receive the applicable rate for the full week. If such employee is designated as head night lead clerk for less than fifty percent (50%) of his working hours in any week, he shall receive the applicable rate of pay only for those hours for which he is designated. However, it is understood that the Employer at his discretion may assign a department head in the store to supervise the night stock crew. Such department head will be paid a night premium of sixty cents (60¢) per hour according to the provisions of Article 9.6 of this Agreement.

ARTICLE XV.

SENIORITY

15.1 Application - In layoffs, recalls, transfers, and scheduling and the reduction of hours, the principle of seniority shall apply. In the matter of promotions, the Employer shall have the right to exercise 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.

15.2 Determination - For the purpose of layoffs, recalls, transfers, scheduling and the reduction of hours, the Union #1 seniority date shall apply. The Union #1 seniority date shall be determined as follows:



LABOR AGREEMENT

- (a) For regular employees, the Union #1 seniority date shall be the employee's adjusted seniority date as determined in (b) below or his date of entrance into the bargaining unit if he is a regular employee when he enters this bargaining unit.
- (b) For part-time employees, the Union #1 date shall be their most recent date of hire. A part-time employee who qualifies for a regular employee shall have his seniority date as a regular employee determined on the basis of one (1) week's credit for each two (2) weeks of part-time work. The Union #1 seniority date in this case will be this adjusted date.
- (c) In the event the Employer transfers an employee from any other store or unit, which is not covered by this bargaining unit, such employee's Union #1 seniority date shall be his date of entering this bargaining unit for the purposes of layoffs, recalls, transfers, promotions, the scheduling of hours, which shall include Sunday and holiday work.
- (d) Eligibility for holidays as provided in Article XII and vacations as provided in Article XIII or any other benefits as provided for in this Agreement shall be based upon the employees length of employment with the Employer.
- (e) If two (2) or more employees have the same seniority date, the employee having the lowest social security number shall be considered to have the greatest amount of seniority.
- (f) No employee shall acquire any seniority rights until he has been in the bargaining unit thirty-one (31) calendar days (36 calendar days for new employees in new stores) and provided further than his seniority date after thirty (30) calendar days (after 35 calendar days for new employees in new stores) will revert to his most recent date of hire or to the date the employee entered the bargaining unit.

Seniority within the Clerk classification shall be determined as follows:

- (a) Employees, regular and part-time, within their respective seniority list in a seniority area; adjoining seniority area in the same zone; store in the zone next closest to the employee's residence; Union jurisdiction.



Seniority zones will be set forth in Appendix "B" attached.

- (b) 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.

15.3 Any regular employee who elects to voluntarily reduce himself to part-time classification shall submit a written statement to that effect to the Personnel Department of the Employer. Such statement shall be signed and dated by the employee, the store manager and the Union Steward of the store. The Personnel Department shall send a copy of such statement to the Union Office.

A part-time employee who has such a written request on file for part-time classification will not be considered for regular status until such time as the employee rescinds the written request.

15.4 Department head seniority shall be on the same basis as Clerk classification, except that Department Heads shall have separate seniority, based on length of service as a Department Head within the classification, except for Sunday and holiday work.

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

If a Department Head voluntarily reduces himself to the Clerk classification, he shall have the option to remain in the same store. Any Department Head employee or Assistant Department Head employee who elects to voluntarily reduce himself to the Clerk classification shall submit a written statement to that effect to the Personnel Department of the Employer. Such statement shall be signed and dated by the employee, the store manager and the Union Steward of the store. The Personnel Department shall send a copy of such statement to the Union Office.

15.5 As of July 24, 1979, all employees in the Sacker/Carryout classification, who are promoted to the Clerk classification, will be inserted on the part-time Clerk seniority list based upon date of hire for the purpose of lay-offs,



LABOR AGREEMENT

recalls, transfers, claiming of available hours, earlier starting time, which shall also include Sunday and holiday hours. However, all other benefits as provided for in this Agreement shall be extended to such employees, based upon their length of employment with the Employer.

15.6 A Union Steward, regardless of his date of employment, shall have seniority, except for earlier starting times, over all other employees within the store in which he works and accordingly, shall be the last employee to be reduced in hours and/or laid off and shall have the right to claim all available hours over all other employees within the store in which he works, excluding all head clerk classifications, assistant head clerk classifications or head night lead clerk. (It is further agreed that the Union may appoint one (1) additional assistant Union Steward at night in each of the top one-third of the Employer's stores operating within the jurisdiction of the Local Union. Such top one-third of the Employer's stores shall be identified in accordance with Appendix "A", Item A.3 of the Agreement. It is further understood that such assistant Union Steward shall be entitled to attend the Local Union Stewards' Seminar in accordance with Article XVI, Section 16.2 of this Agreement. It is further understood that such assistant Union Steward(s) shall not have superseniority. It is further agreed that the Union may appoint one additional alternate Union Steward at night in all other of the Employer's stores. Such alternate steward shall not, however, have superseniority.)

15.7 Termination - 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 or 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.

Seniority rights of an employee within the bargaining unit shall be protected for a period not to exceed six (6) months in the event of a promotion to a supervisory position which is not considered part of the bargaining unit. The Union shall be notified when such promotions occur. If returned to the bargaining unit within six (6) months, the employee shall return to his previous job classification in accordance with his seniority.

15.8 Reduction of Hours - A regular employee who regularly works thirty-six (36) or more hours per basic workweek who averages less than thirty-six (36) hours for more than two



LABOR AGREEMENT

(2) weeks, if he is not the least senior regular employee in his seniority area, shall have the option to transfer and displace, considering the type of work, the least senior regular employee in his seniority area who is working the largest number of hours per week (up to and including forty (40) hours) more than the hours per week to which he is reduced.

If the employee is the least senior regular employee in his seniority area, he or the employee who he is displacing, if he is not the least senior regular employee in his seniority area, shall have the option, considering the type of work, to displace the least senior regular employee within the adjoining seniority area on the same basis. The displaced employee in the adjoining seniority area shall also have the option to take the position of the displacing employee in the seniority area. The employee who is displaced in the adjoining seniority area shall also have the option to transfer and displace the least senior regular employee in a store in the zone next closest to the employee's residence.

The employee who is displaced in this manner shall have the option to transfer and displace the least senior regular employee within the Local Union's jurisdiction. The employee who is displaced in the Local Union's jurisdiction may claim available hours in his store and shall retain seniority rights as provided in the last paragraph of Section 15.2 above.

"Regularly working" shall refer to the average hours worked in the four (4) weeks immediately preceding the first week in which the schedule covering the reduction of hours is posted.

A regular employee eligible for transfer as provided above must request such transfer in writing to the store manager with a copy to the Union Steward no later than the end of the week in which the schedule for the third week of reduced hours is posted.

The Employer will arrange the transfer at the beginning of the week following the third week of reduced hours. The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to transfer.

The same provisions as specified above shall apply to employees regularly working thirty-two (32) hours who are reduced to an average of less than thirty-two (32) hours for more than two (2) weeks.

15.9 Part-time employees with three (3) months or more of seniority, whose hours are reduced Monday through Saturday to less than sixteen (16) hours through no fault of their



LABOR AGREEMENT

own, shall have the opportunity to transfer and displace the least senior part-time employee on the same basis as specified in Section 15.8 above of this Article, pertaining to regular employees, provided the employee exercises this opportunity in writing to the zone manager with a copy to the Union not later than the Monday immediately following a reduction in hours, as specified above. The Employer will arrange the transfer at the beginning of the next week after the request. The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

15.10 Layoff - 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 seniority area if he is not the least senior part-time employee; if he is the least senior part-time employee, he may displace the least senior part-time employee as specified in Section 15.8 above provided he exercises this option in writing to the zone manager with a copy to the Union not later than the Monday immediately following layoff. 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.

15.11 Store Closing - In the event of store closing, department heads shall be eligible to transfer and displace (on the basis of seniority as a department head) the least senior department head in the same classification and volume bracket in another store within first, his seniority area, second, adjoining seniority area in his zone; third, volume bracket store in the zone closest to his residence; and fourth, the volume bracket store within the Local Union jurisdiction.

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

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

As an alternative to the above, a department head with seniority in a closing store may elect to displace the least senior department head in the lowest department head classification in the seniority area and/or adjoining seniority area, as determined by rate of pay in which he was previously a department head and shall retain first same option to return to this



LABOR AGREEMENT

original classification, based on volume brackets when such opening becomes available. In this event, the displaced department head may exercise the option to transfer, as specified above.

Department head employees eligible for transfer, as provided above, must request a transfer in writing to the zone manager with a copy to the Union within five (5) days. The Employer will arrange the transfer no later than the second week after the request by the eligible employee is made with no loss in pay until the transfer is completed, and the employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

15.12 Before the application of the procedures called for in this Article, Sections 15.8 through 15.11, the Employer will attempt to place the affected employees so that the need for employee displacement is eliminated and/or minimized. The Union will discuss these possibilities with the Employer when requested to do so, and any mutually agreeable decisions on placement reached between the Employer and the Union shall supercede the other procedures called for in these paragraphs.

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.

15.13 New Store Openings - When a new store is opened under this Agreement, a notice of such openings will be posted approximately fifty (50) days prior to the opening of the new store in the existing stores in the zone. Those Clerks and Sacker/Carryout employees wishing to transfer to the new store for available job openings will sign the notice within seven (7) days.

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

Where no store is closed in conjunction with the opening of the new store, available job openings will be filled on a seniority basis from those employees in the zone who sign the notice. Additional job openings will then be filled on a seniority basis from other employees in the bargaining unit who



LABOR AGREEMENT

have indicated their desire in writing to the Personnel Department to transfer to the new store in order to work closer to their residence. Such written request must be submitted by such employee approximately fifty (50) days prior to the opening of the new store. Only those employees whose written requests are on file will be recognized on a seniority basis before the Employer hires new employees.

On permanent transfers at the Employer's request, only the least senior full-time employees and the least senior part-time employees in the store may be required to transfer and then only if necessitated by a new store opening.

15.14 Regular Clerk Openings - When a regular job classification becomes available, it shall be offered to part-time employees in the store in accordance with the available hours provisions of this Agreement.

Any other part-time employee who is available and desires a regular job classification in the bargaining unit which does not conflict with provisions set forth above, shall advise the zone manager and state in writing with a copy to the Personnel Manager and the Union his desire for regular job status. Only employees whose written request is on file will be considered giving due regard to seniority.

15.15 Department Head Vacancies - 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.

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

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

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

15.17 Definition of Regular Employee - The term "regular employee" wherever it appears in this Agreement only, shall be as follows:

- (a) An employee shall be classified as "regular" at the end of the first twelve (12) consecutive workweeks,



during which the average hours worked equal or exceed eighty percent (80%) of the hours in the basic workweek. Work performed on Sundays and holidays shall be counted for the purpose of qualifying as a "regular" employee. Example, in a store with the basic forty (40) hour workweek, the employee worked 384 hours in twelve (12) consecutive weeks, an average of thirty-two (32) hours, eighty percent (80%) of the basic workweek, this employee qualifies as a "regular" employee.

- (b) An academic student who works during the summer will not be reviewed for classification as a "regular" employee until October 15. If the employee is still working at that time, has met all requirements as a "regular" employee and has averaged eighty percent (80%) or more of the basic workweek, including Sundays and holidays, during the four (4) weeks preceding October 15, the employee shall be classified as a "regular" employee. The beginning date of continuous service as a "regular" employee shall be dated in accordance with paragraph (d) of this Section. An academic student who started to qualify as a regular employee for at least four (4) weeks prior to June 1 will not be penalized as the result of this paragraph and may continue to qualify as a "regular" employee. Any employee who changes his status from student to "non-student" shall be responsible to submit a written statement to that effect to the Personnel Department of the Employer indicating the date that such change becomes effective. Such statement shall be signed and dated by the employee, the store manager and the Union Steward of the store. The Personnel Department shall send a copy of such statement to the Union Office.
- (c) Time not worked because of a holiday shall be counted as time worked toward qualification or continuity as a "regular" employee, regardless of whether or not the employee is entitled to a holiday pay.
- (d) 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 twelve (12) qualifying weeks.
- (e) Once an employee has qualified as a "regular" employee, the employee shall be removed from "regular" status if the employee has been reduced to part-time at the employee's voluntary written request in accordance with Section 15.3 above of this Article the week following request for demotion to non-regular status, and the



employee's seniority shall be dated from the original date of hire or the date the employee enters the bargaining unit, or an employee involuntarily reduced to less than twenty (20) hours for twenty-six (26) consecutive weeks.

- (f) If separated from "regular" status in accordance with paragraph (e) preceding, an employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a "regular" employee, the employee must again meet the requirements set forth in (a) above.

ARTICLE XVI.

LEAVES OF ABSENCE

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

Upon notice to the store manager of availability for work following absence because of a bona fide sick leave (illness, injury, pregnancy and occupational), 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 which specifies that the employee is able to perform fully all assigned work duties, and such release must be presented to the store manager prior to the posting of the work schedule as referred to above. However, it is the intent of the parties that nothing in this provision shall affect any rights of the Employer to consider light duty work when available for employees whose physician specifies such employees are partially disabled.

16.2 Union Leave - The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any 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 fourteen (14) days.



LABOR AGREEMENT

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

It is understood that the Employer shall grant the necessary time off with pay for each Union Steward for the purpose of attending the Stewards' Seminar, provided the Steward does attend the seminar on a date(s) to be selected by the Union. It is also understood that the pay shall be eight (8) hours at straight-time, and the Stewards' Seminar shall be limited to one (1) seminar each year.

16.3 Personal Leave - Any 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.

16.4 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.

16.5 Securing Permission for Leave - Any employee who is qualified for a leave of absence as set forth in this Article, and who desires a leave of absence for more than fourteen (14) days shall secure written permission from the Personnel Department of 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.

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

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

16.7 Funeral Leave - The Employer agrees to pay an employee for necessary absence on account of death in the "immediate family" up to and including a maximum of three (3)



LABOR AGREEMENT

scheduled workdays at straight-time (a maximum of four (4) scheduled workdays at straight-time in the event of death of the employee's spouse or child), 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, step-parents, step-child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, 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. Proven falsification of the above shall be cause for discharge.

16.8 Jury Duty - If any employee is required to serve on a jury, he shall be paid for hours necessarily absent from work because of such service "including jury fee remuneration".

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

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

Any employee who is subpoenaed (for reasons having to do with the operations of the Employer's business) during unscheduled work hours shall be paid for such hours at straight-time (but not less than one (1) hour at straight-time) in addition to subpoena remuneration.

However, any employee working five (5) days who is subpoenaed on his day off (for reasons having to do with operations of the Employer's business) shall be paid for such hours at time and one-half (1½) his regular hourly rate of pay in addition to subpoena remuneration.



LABOR AGREEMENT

ARTICLE XVII.

OTHER GENERAL WORKING CONDITIONS

17.1 Uniforms - 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.

Female employees will be provided with dacron or similar type uniforms on the following basis:

Regular employees - 3 uniforms
Part-time employees - 2 uniforms

These uniforms will be replaced as necessary, provided the employee turns in the worn uniform for a new uniform. Female employees will be permitted to wear slacks of a solid, subdued color at the expense of the employee.

Male employees will be provided aprons.

17.2 Time Clocks - 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.

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

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

For the purpose of this Section, no employee will be required to work the seven (7) minutes before or after his schedule.

The Employer and the Union agree that a proven violation of time card procedures, including but not limited to working before recording hours on the time card or working beyond hours recorded on the time card, shall subject the employee to disciplinary action up to and including discharge.

17.3 Payday - The Employer shall establish a regular payday and furnish to each employee on such payday a wage statement showing the payroll ending date, name of employee, total hours worked, total amount of wages paid and itemized deductions made therefrom.



LABOR AGREEMENT

Employees may be paid on the Employer's time, if such does not interfere with the needs of the business.

17.4 Polygraph Test - No employee will be required to take a polygraph or related test.

17.5 Employees On Duty - The Employer agrees that there will be a minimum of two (2) employees, not necessarily members of the bargaining unit, in the store at all times when work is required.

17.6 Twenty-Four (24) Hour Operation - In the event that the Employer elects for business reasons to open stores on a "twenty-four (24) hour basis," advance notice of such contemplated openings will be given to the Union, and no employee who is on the payroll on the date of ratification of this Agreement will be required to work in such stores (except for bona fide night stock crews) beyond 12:00 midnight and before 6:00 a.m.

17.7 Travel Expense - In case of temporary transfer, at the request of the Employer involving additional transportation cost, employees will be reimbursed for the additional miles traveled at not less than twenty cents (20¢) per mile.

17.8 Personal Money While On Duty - Cashiers will be allowed to carry not to exceed two dollars (\$2.00) of their personal money while on duty.

ARTICLE XVIII.

UNION COOPERATION

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

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

18.3 The Union 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.



LABOR AGREEMENT

18.4 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.

18.5 The Employer and the Union agree to continue to uphold the principles of non-discrimination.

ARTICLE XIX.

SEPARATION PAY

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

ARTICLE XX.

TECHNOLOGICAL CHANGE

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

20.2 The Employer and the Union recognize that technological change involving certain automated equipment is now available to the retail food industry, particularly as it pertains to the Universal Product Code and electronic checkout equipment. In recognition of this, the parties agree that:

- (a) Where installation of any such equipment will materially affect bargaining unit work, the Union will be prenotified by the Employer.
- (b) The Employer has the right to install such equipment.
- (c) Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
- (d) Where any employees would be displaced by such installation, the Employer will make every effort to affect a transfer in accordance with the transfer provisions of the Agreement.
- (e) If a regular employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding displacement is not retrained or transferred and would be displaced as a direct result of



LABOR AGREEMENT

major technological change, as defined above, then the employee would qualify for separation pay if:

- (1) The employee had two (2) or more years regular service.
- (2) Does not refuse a transfer within the bargaining unit area as outlined in the Agreement.
- (3) Does not refuse to be retrained or reassigned.
- (4) Such action does not occur more than six (6) months from date of installation.
- (5) Does not voluntarily terminate employment.
- (f) Severance pay (for those employees covered in Section 20.2 (e) above) would be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.
- (g) Severance pay would equate the average number of hours worked the eight (8) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

ARTICLE XXI.

STORE CLOSING

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

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

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

Such employees will be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.



LABOR AGREEMENT

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

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

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

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

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.

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

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

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

Any vacation pay or holiday pay paid to the employee at termination will be based on the highest rate of pay paid to the employee during the one (1) year prior to the receipt thereof.



LABOR AGREEMENT

ARTICLE XXII.

HEALTH AND WELFARE

22.1 Full-time Contributions - The Employer will continue to contribute \$135.00 for each eligible employee. The Employer further agrees to maintain the current health and welfare benefits that are in existence on the date of ratification, October 9, 1983, and will continue to maintain the benefits throughout the life of this Agreement. As a result of the maintaining of the benefits, the Employer will pay, effective March 1, 1984, \$149.00. On October 1, 1984 and then again on October 1, 1985, the Employer will pay any projected and necessary costs to maintain the benefits throughout the life of this Agreement, which expires on October 4, 1986.

22.2 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 two (2) month contribution to the Trust Fund as of the first day of the month.

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

- (a) Approved leave of absence (personal)
- (b) Voluntary quit
- (c) Termination for cause
- (d) Employees request for change in status from regular to part-time
- (e) The employee ceasing to be an eligible employee because of failure to work an average of twenty-eight (28) hours per week for the twelve (12) consecutive weeks immediately preceding the first of such month.

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

In case of absence from work due to illness, pregnancy, non-compensable injury, or compensable injury, six (6) months contribution following the month in which the illness started or accident occurred.

22.5 Employer contributions which have been discontinued as provided in Sections 22.3 and 22.4 above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness,



LABOR AGREEMENT

injury, pregnancy or leave of absence. However, if an employee has been disqualified as provided in Section 22.3 (e) above, he must again qualify as an eligible employee as provided in Section 22.2 above before a contribution will be made in his behalf.

2 22.6 Part-time Contributions - The Employer will 1
c continue to contribute \$48.00 for each part-time employee who has as
w worked an average of twelve (12) hours or more per week for
t twelve (12) consecutive weeks. No payment will be made on a part-
m time high school student under 18 years of age or on an employee
e who has another full-time job. The Employer further agrees to 1
c maintain the current health and welfare benefits that are in
A existence on the date of ratification, October 9, 1983, and will
E continue to maintain the benefits throughout the life of this
O Agreement. As a result of the maintaining of the benefits, the
t Employer will pay, effective October 1, 1984 and then again on
o October 1, 1985, any projected and necessary costs to maintain es
the benefits throughout the life of this Agreement, which expires
on October 4, 1986.

22.7 When a contribution is discontinued as
provided in Section 22.3 (e) above, and the employee qualifies as
provided in Section 22.6 above, the applicable contribution provid-
ed in such Section will be made when the contribution provided
in Section 22.1 is discontinued.

22.8 Effective January 1, 1984 and thereafter,
the Employer will provide on behalf of each employee who retires
on or after January 1, 1984 and is eligible for pension benefits,
as defined in Article XXIII of this Agreement, the following
health and welfare coverage until such time that such retiree is
eligible for medicare coverage in accordance with applicable
federal law:

Major Medical - \$50,000 lifetime maximum - 80%-20% basic -
\$100.00 deductible, surgical \$1,500.00 schedule, in-hospital
120 day semi-private.

The above coverage will be applicable to the
retiree and dependents.

ARTICLE XXIII.

PENSION

23.1 Hourly Contributions - The Employer agrees
to continue to make a contribution of 57¢ per hour (effective
January 1, 1984, 71¢ per hour) on all straight-time hours worked
by the employees covered by this Agreement. Contributions shall
also be made on hours for which employees receive holiday pay and
vacation pay. No contribution shall be made on hours worked in
excess of forty (40) per week.



LABOR AGREEMENT

23.2

Status of Pension Fund - Contributions shall be made to the United Food and Commercial Workers Unions and Food Employers Pension Plan of Central Ohio which shall be administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. The Pension Trust Fund shall be established pursuant to a Pension Trust Agreement and Pension Plan to be hereafter entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

23.3

Said Pension Plan and the Trust Agreement establishing the Pension Trust Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et. seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

ARTICLE XXIV.

EXPIRATION

24.1

This Agreement shall be effective October 2, 1983 and shall continue through October 4, 1986, 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 October 4, 1986, or any October 4th thereafter of a desire for termination of or changes in this Agreement.

Changes will become effective the first full week of operation after ratification except as otherwise specified herein.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 30th day of November, 1983.

FOR THE UNION:

FOR THE EMPLOYER:

Gene Witsken
Chas. Ball

James C. Bae
P. D. Wenzel



LABOR AGREEMENT

APPENDIX "A" - WAGES

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>10-2-83*</u>	<u>EFFECTIVE</u> <u>9-30-84*</u>	<u>EFFECTIVE</u> <u>9-29-85</u>
HEAD GROCERY			
HEAD PRODUCE			
<u>FRONT END MANAGER</u>			
0-\$ 60,000	11.915	11.915	12.265
\$ 60,001-\$120,000	12.015	12.015	12.365
\$120,001-\$200,000	12.115	12.115	12.465
\$200,001-\$350,000	12.215	12.215	12.565
\$350,001-\$500,000	12.265	12.265	12.615
Over \$500,001	12.265	12.265	12.615
HEAD DAIRY			
<u>HEAD FROZEN FOOD</u>			
0-\$ 60,000	11.145	11.145	11.495
\$ 60,001-\$120,000	11.195	11.195	11.545
\$120,001-\$200,000	11.245	11.245	11.595
Over \$200,001	11.295	11.295	11.645
<u>HEAD NIGHT LEAD CLERK</u>	11.755	11.755	12.105
<u>HEAD NON-FOOD DEPT.</u>			
\$100,000-\$200,000	11.035	11.035	11.385
Over \$200,001	11.135	11.135	11.485
<u>ASST. HEAD PRODUCE</u>			
Over \$100,000	11.085	11.085	11.435
<u>ASST. FRONT-END MGR.</u>	11.085	11.085	11.435
<u>CLERK - REGULAR</u>			
0 - 6 months	6.15	6.15	6.15
6 - 12 months	6.50	6.50	6.50
12 - 18 months	7.30	7.30	7.30
18 - 24 months	8.10	8.10	8.10
24 - 30 months	8.90	8.90	8.90
Over 30 months	10.63	10.63	10.98
<u>CLERK PART-TIME</u>			
(Hired before 7/25/79)			
0 - 9 months	5.75	5.75	5.75
9 - 18 months	6.40	6.40	6.40
18 - 24 months	7.20	7.20	7.20
24 - 30 months	8.05	8.05	8.05
30 - 36 months	9.85	9.85	9.85
Over 36 months	10.63	10.63	10.98

* See Appendix "E"



LABOR AGREEMENT

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>10-2-83*</u>	<u>EFFECTIVE</u> <u>9-30-84*</u>	<u>EFFECTIVE</u> <u>9-29-85</u>
<u>CLERK PART-TIME</u>			
<u>(Hired after 7/24/79)</u>			
0 - 6 months	4.90	4.90	4.90
6 - 12 months	5.35	5.35	5.35
12 - 18 months	6.05	6.05	6.05
18 - 24 months	6.90	6.90	6.90
After 24 months	7.70	7.70	8.05
<u>CLERK FULL-TIME AND</u>			
<u>PART-TIME (Hired</u>			
<u>after 11/9/81)</u>			
0 - 6 months	4.00	4.00	4.00
6 - 12 months	4.30	4.30	4.30
12 - 18 months	4.70	4.70	4.70
18 - 24 months	5.20	5.20	5.20
24 - 30 months	5.80	5.80	5.80
30 - 36 months	6.40	6.40	6.40
36 - 42 months	6.90	6.90	6.90
42 - 48 months	7.70	7.70	8.05
<u>DEMONSTRATOR</u>			
0 - 6 months	3.45	3.45	3.45
6 - 12 months	3.60	3.60	3.60
12 - 18 months	3.75	3.75	3.75
18 - 24 months	3.90	3.90	3.90
24 - 30 months	4.15	4.15	4.15
30 - 36 months	4.20	4.20	4.20
36 - 42 months	4.50	4.50	4.50
42 - 48 months	4.85	4.85	4.85
<u>SACKER/CARRYOUT</u>			
0 - 6 months	3.45	3.45	3.45
6 - 12 months	3.60	3.60	3.60
12 - 18 months	3.75	3.75	3.75
18 - 24 months	3.90	3.90	3.90
24 - 30 months	4.15	4.15	4.15
30 - 36 months	4.20	4.20	4.20
36 - 42 months	4.50	4.50	4.50
42 - 48 months	4.85	4.85	4.85

A.1 The following number of Assistant Front End Managers will be utilized within these store volume brackets:

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

* See Appendix "E"



LABOR AGREEMENT

A.2 Any employee in the Clerk classification who changes from part-time to regular shall receive the rate in the regular Clerk progression schedule based upon the employee's length of service in the Clerk classification. Any employee who changes from regular Clerk to part-time Clerk shall receive not less than the regular Clerk rate established by length of service within the Clerk classification.

A.3* All wage rates based on store volume as provided for in this Appendix "A" will be determined by establishing the average weekly store sales over thirteen (13) Kroger periods ending with the second (2nd) Kroger period of each respective year. Any rate changes resulting from volume bracket changes will become effective on September 30, 1984 and September 25, 1985, respectively.

In new or remodeled stores, the average weekly sales for the first twelve (12) weeks, excluding the first two (2) weeks, the third (3rd) through the fourteenth (14th) week will be used.

A.4 Night premiums as provided for in Article IX, Section 9.6 will not be applicable to the Head Night Lead Clerk classification.

*The following stores will have Assistant Stewards as of 10/2/83 as provided for in Article XV Seniority, Section 15.6:

248	355	375	403
277	359	378	405
296	362	385	407
347	363	388	930
351	366	399	940



LABOR AGREEMENT

APPENDIX "B"

	A-1		A-2
Western Hills	(248)	Cleves, Ohio	(320)
Groesbeck	(251)	Lawrenceburg, Indiana	(363)
Cheviot	(288)	Harrison, Ohio	(365)
Westwood	(310)		
Glenway & Guerley	(318)		
Northgate	(347)		
Delhi	(362)		
Enright Avenue	(382)		
Dent	(397)		
	B-1		B-2
Middletown	(325)	Seven Hills	(322)
Oxford	(403)	Mt. Healthy	(348)
Middletown	(357)	Forest Park	(349)
Hamilton (West)	(378)	Tylersville Road	(369)
Hamilton (North)	(399)	Fairfield	(930)
	C-1		C-2
Mariemont	(239)	Brentwood	(271)
Kenwood	(270)	Tri-County	(294)
Madeira	(309)	St. Bernard	(346)
Norwood	(327)	Hillcrest	(388)
Hyde Park Plaza	(355)	College Hill	(389)
Kennedy Hts.	(398)	Hartwell	(405)
Blue Ash	(940)		
	D-1		D-2
Blanchester	(280)	Milford	(296)
Batavia	(290)	Loveland	(331)
Lebanon	(341)	Montgomery Square	(351)
Hillsboro	(350)	Mt. Washington	(375)
Landen	(376)	Sharonville	(377)
Wilmington	(386)	Cherry Grove	(385)
Maysville	(387)	Amelia	(396)
	E-1		E-2
Ft. Mitchell	(277)	Peebles Corner	(379)
Latonia	(342)	Vine Street	(301)
Bellevue	(359)	Camp Washington	(332)
Highland Heights	(360)	Corryville	(407)
Florence	(366)		
Covington	(381)		



LABOR AGREEMENT

APPENDIX "C"

SACKER/CARRYOUT AND DEMONSTRATOR CLASSIFICATION

C.1. Sacker/Carryout

a. Wage rate structure - As reflected in Appendix "A" Wages.

b. Sacker/Carryout will have seniority under the same conditions as described in the appropriate articles of the Agreement, but such seniority shall be applied only among themselves in their own classification.

c. When a position within the Clerk classification becomes available within the store, such position will be offered to the most senior employee in the Sacker/Carryout classification within the store. This provision shall not preclude an employee within the Sacker/Carryout classification from refusing such promotion. However, any employee in the Sacker/Carryout classification who does not qualify or fails cashier training within thirty (30) days after promotion shall revert to his previous classification and seniority date and shall not requalify for promotion to an available opening in the Clerk classification until six (6) months have elapsed. Employees refusing such promotion shall affectuate a statement that such position was offered to them by seniority and refused, and such statement shall be signed by the employee, the Union Steward and the manager on the date such employee refused the promotion to the Clerk classification. However, in the event a Clerk is reduced to the Sacker/Carryout classification, his seniority date as a Sacker/Carryout shall be his original date of hire.

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

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

Any Sacker/Carryout employee promoted to the Clerk classification may subsequently request to voluntarily reduce himself to the Sacker/Carryout classification. Employees wishing to exercise this option shall present their request in writing to the Store Manager. Such requests shall be signed by the Employer, the Union Steward and the Store Manager. Such employees shall be reduced on the next posted work schedule



LABOR AGREEMENT

following Saturday of the week in which the request was made. These employees revert to their previous Union #1 seniority date as a Sacker/Carryout employee for scheduling purposes, and shall be paid the applicable Sacker rate based on their length of service. Any employee who exercises this option shall not requalify for promotion to the Clerk classification for six (6) months.

d. A Sacker/Carryout employee's work is restricted to the following duties:

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

e. In the event of violations of the "duties" of Sacker/Carryout, as outlined in this Article, the following procedure will apply:

1. The Union will file such grievance in writing at the Step 2 level.
2. Upon the first proven violation in a store of these duties, the Union may require that all Sacker/Carryout employees working in that store in the week that the violation occurred, be paid for all hours worked that week at the beginning part-time rate based upon wage schedule for part-time employees hired prior to 7/25/79.



3. Upon a second proven violation in the same store of these duties, the Union may require that all Sacker/Carryout employees working in that store in the week that the violation occurred, be paid for all hours worked that week at the top part-time rate based upon wage schedule for part-time employees hired prior to 7/25/79.
4. Upon the third proven violation in the same store of these duties during the life of this Agreement, the Union may notify the Employer that the store in question has lost the right provided for in the Agreement for the use of the Sacker/Carryout classification until such time as the parties, by mutual agreement, consent to reinstate this portion of the Agreement for that store.
5. A violation of the intent of this section is defined as the knowing performance of restricted duties as detailed earlier in this section by a Sacker/Carryout employee at the direction of or with the permission of the store manager or co-manager of that store.
6. Any employee in the Sacker/Carryout classification who is involved in such restricted duties without the knowledge of or consent of the store manager or co-manager is subject to discipline up to and including discharge for cause.

C.2. Demonstrators

Demonstrators will have seniority under the same conditions as described in the appropriate articles of this Agreement, but such seniority shall be applied only among themselves in their own classification.

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



APPENDIX "D"

PERMANENT PANEL

Orville Andrews

Marion Warns

J. Kany Hayes

John J. Murphy

Joseph Krislov

Charles Ipavec

Howard Fitch

APPENDIX "E"

The following one time "up front" wage adjustments will be paid by check on Friday, 12/2/83 to all employees on the Employer's payroll (active or inactive) as of October 2, 1983.

All Department Heads, Assistant Department Heads and Regular Clerks:	\$2,000.00
All Part-time Clerks	\$500.00
All Regular Sackers	\$200.00
All Regular Demonstrators	\$200.00
All Part-time Sackers	\$100.00
All Part-time Demonstrators	\$100.00

The following one time "up front" wage adjustments will be paid by check on Friday 10/5/84 to all employees on the Employer's payroll (active or inactive) as of September 30, 1984.

All Department Heads, Assistant Department Heads and Regular Clerks	\$500.00
All Part-time Clerks	\$250.00
All Regular Sackers	\$200.00
All Regular Demonstrators	\$200.00
All Part-time Sackers	\$100.00
All Part-time Demonstrators	\$100.00

It is understood that, notwithstanding the one time "up front" wage adjustments provided for above, any employee shall continue to receive appropriate progression increases as provided for in Appendix "A" Wages of this Agreement.



LABOR AGREEMENT

LETTER OF UNDERSTANDING

A. This will confirm the following understanding and Agreement with Local No. 1099 regarding the Employer's basic store rules which pertain to the employee's dress:

A "dress shirt" for male employees is considered to be any shirt which is meant to be worn with a tie regardless of color.

To further clarify the wearing of "dress shirts", the following are not considered dress shirts and may not be worn by employees:

1. Corduroy shirts
2. Printed sport shirts
3. Plaid flannel shirts
4. Lumberjack shirts
5. Ban-lon type slip over shirts

The dress code for female employees logically shall be similar to that of the male employees and the following applies:

1. They shall wear a "dress blouse" and the same interpretation on blouses shall be applied as that of dress shirts, mainly none of the five (5) listed above.

To clarify the wearing of sweaters by female employees in uniform:

1. A dark brown cardigan sweater may be worn on the outside of the uniform.
2. Turtleneck sweaters and turtleneck blouses may be worn under the uniform.

To further clarify the wearing of "presentable trousers" the Employer's basic store rules which pertain to employee's dress do not preclude the wearing of blue jeans by employees whose job classification and/or department does not designate a uniform. However, blue jeans worn by such store employees should conform with the basic intent of the existing store rules with regard to employees' trousers being "presentable"; i.e., neat and clean, not faded, frayed or patched.



LABOR AGREEMENT

B. To further clarify the intent of our understanding regarding the Cheese Department in store #355:

1. The department head shall receive a rate of pay equal to that of a Head Dairy Clerk including bracket increases where applicable.
2. All employees employed in the Cheese Department shall be members of Local No. 1099 and shall progress through the wage brackets of the appropriate department head or clerk classification(s).

C. The Employer shall reduce approximately thirty (30) Assistant Front End Manager classifications in stores in the following manner:

1. Reductions will be made by April 1, 1982. During the period of time from January 1, 1982 to April 1, 1982, such employees shall be offered the opportunity to voluntarily reduce themselves to Clerk.

Furthermore, attempts shall be made to place such employees, who have not elected to voluntarily reduce themselves, in any Assistant Front End Manager position in the zone created by rebracketing due to sales, new store openings or vacancies.

2. After April 1, 1982, such reduced employees shall be offered by seniority any Assistant Front End Manager position in their zone which becomes available. At that time, such employees may elect to accept the position or voluntarily remain a Clerk.

In the event that such position is refused, it shall be offered to the next most senior reduced Assistant Front End Manager in the zone on the same basis.

Should all such employees in the zone refuse the position, it shall be offered by seniority on the same basis to such employees in the zone closest to the vacancy or opening.

D. The Employer agrees that no food employee currently employed in store #351, Montgomery, Ohio or in any future Sav-On conversion store opening under the terms of the Agreement will have their hours worked or paid for during the basic workweek reduced as a direct result of the conversion to a Sav-On operation. Weekly hours will be determined in the

6178-0086175f008_09



006762

FEBRUARY 21, 1985

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

8

MAR 28 1985

RECEIVED

MAR 4 1985

MAR 28 1985 UFCW UNION
LOCAL # 1099

PRESIDENT
United Food and Commercial Workers
ASSOCIATION LOCAL 1099
2562 West North Bend Road
CINCINNATI , OH. 45239

PREVIOUS AGREEMENT EXPIRED
OCTOBER 06, 1984

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Kroger Co Cin-Dayton Marketing Area Ohio LU 1099 WITH Food and Commercial Workers;
INTERSTATE

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) 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.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,000
2. Number and location of establishments covered by agreement 58 - GREATER CINT. AREA
3. Product, service, or type of business FOOD STORES
4. If your agreement has been extended, indicate new expiration date _____

Bene Witsken, President
Your Name and Position

513-681-4000
Area Code/Telephone Number

Address

City/State/ZIP Code