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# AGREEMENT

BETWEEN

THE KROGER COMPANY

AND

LOCAL NO. 590

UNITED FOOD AND  
COMMERCIAL WORKERS

INTERNATIONAL UNION

AFL-CIO-CLC

PITTSBURGH — COLUMBUS



Effective Date: September 29, 1980

Expiration Date: October 2, 1983



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## UNITED FOOD AND COMMERCIAL WORKERS UNION,

### LOCAL NO. 590

#### PITTSBURGH STORES

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TERM: September 29, 1980 to October 2, 1983

# AGREEMENT

This Agreement dated \_\_\_\_\_ is between The Kroger Co., Erie Marketing Area, Pittsburgh Retail Operation, County of Allegheny, State of Pennsylvania, Columbus, Ohio, County of Franklin, State of Ohio; and Cleveland, Ohio, County of Cuyahoga, State of Ohio, hereinafter designated as the "Employer" and the United Food and Commercial Workers International Union, Local No. 590, hereinafter designated as the "Union".

## ARTICLE I.

### INTENT AND PURPOSE

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

## ARTICLE II.

### COVERAGE

The Union shall be the exclusive bargaining agency for all store employees, excluding Store Manager and Co-Managers in the Employers' stores currently operated by the Erie and Columbus Marketing Area in Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Mercer, Washington, Westmoreland Counties, Pennsylvania and Meat Department employees excluding Grocery Department employees in Grove City Pennsylvania; Belmont and Jefferson Counties, Ohio; Brooke, Hancock, Marshall, Ohio, Wetzel Counties, West Virginia.

## ARTICLE III.

### MANAGEMENT RIGHTS

A. The management of the business and the direction of working forces, including the right to hire or discharge for proper cause, and the right to relieve employees from their work because of lack of work or other proper reasons is vested solely in the Employer. Such rights will not be used for the purpose of discrimination against any member of the Union. EID  
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B. Any employee shall perform whatever store work (either Meat or Grocery) that the Store Manager or Zone Manager may assign to him on the store premises, in the store parking area, whether private or public parking area, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower rated job.

## ARTICLE IV.

### SHOP CONDITION

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain 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 mem-

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bers in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, sixty (60) days for major remodels and new stores, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

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B. The Employer agrees that it will deduct Union initiation fees, uniform assessments and dues from the pay of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. Such deductions shall be made either once per month or twice per month as agreed by the Employer and the Union (but in no case more than two (2) deductions per employee, per month) and the total amount deducted in such month shall be paid to the Secretary-Treasurer of the Union once per month.

B-1. The Employer agrees to deduct once annually an ABC contribution on a uniform basis from all employees who voluntarily authorize this deduction. The date of deduction to be mutually agreed to by the Employer and the Union. This deduction will be made on the same deduction schedule as the Union dues and will be part of the regular dues deduction and forwarded to the Union with same.

C. The Company may not assign more than one (1) member of the same family in the same store where both would work within the jurisdiction of the Union. In complying with this provision, any transfers necessary shall be made as determined by the Union-Company committee.

## ARTICLE V.

### DISPUTE PROCEDURE

A. The Union shall have the right to designate a store steward and an alternate, when necessary, to handle such Union business as may from time to time be delegated to them by the Union Executive Board and to handle disputes and complaints that arise over the interpretation or application of the rules as specified in this Agreement. Any dispute over the interpretation or application of the terms of this Agreement may become the subject of conference as follows:

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1. Between the aggrieved employee (if available), the Store Steward and the Store Manager.
  2. In the event of failure to adjust the complaint, the Union District Business Agent and the Zone Manager must discuss and answer within thirty (30) days of filing of grievance.
  3. In the event of failure to adjust the complaint in Step 2, the Union District Business Agent and an official of the Union and the Zone Manager and the Personnel Manager must discuss and answer within thirty (30) days after Step 2.
  4. In the event that this meeting fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration within thirty (30) days.

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B. The Board of Arbitration will consist of one (1) person appointed by the Employer and one (1) person appointed by the representative of the Union. Said two (2) persons shall, within two (2) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the

third arbitrator shall be chosen and the decision of the majority shall be binding on the Employer, the Union and the employee. The expenses of the third arbitrator shall be shared equally by the parties hereto. The Arbitration Board shall render a decision within thirty (30) days from the conclusion of the hearing. However, either party has the right to waive the obligation of the Arbitration Board to render a decision within thirty (30) days.

B-1. The parties agree that, in lieu of the following the procedures outlined above in this article (grievance and arbitration clause) by mutual agreement, a special expedited arbitration process may be utilized. It is not anticipated that such cases will involve substantial questions of contract interpretation.

A panel of at least nine (9) arbitrators, but not to exceed nine (9) shall be mutually designated by the parties from a panel of forty-five (45) names provided by the FMCS. Their expense and fees shall be borne equally by the Company and the Union. The panel of arbitrators shall be selected from FMCS provided that each one selected to serve as a member on the panel must agree to abide by all rules and time limits set forth in this arbitration procedure. The list of members of the panel shall be maintained alphabetically by the parties to be used on a rotating basis.

If the parties agree to use this method of arbitration, the hearing date shall be scheduled within fourteen (14) days following the Step 3 meeting. It is the intention of the parties that the hearing will be conducted within forty-five (45) days from the date the arbitrator is notified of his selection. This time limit may be extended by mutual agreement of the parties.

It is further agreed that an arbitrator mutually selected to hear such a case must agree in advance to render a short written decision within thirty (30) days of the date of hearing, but the arbitrator must announce his decision by telegram no later than forty-eight (48) hours following the close of the hearing. The telegram as well as copies of the decision shall be mailed to the Executive Officer of Local No. 590 and the Personnel Manager.

The Decision of the arbitrator will have the same force and effect as an award rendered pursuant to the more formal arbitration procedure in Article V. The Arbitrator shall, in no event, have the power to disregard or modify any provision of this Agreement.

The parties agree, in such expedited cases, to present in advance of the hearings a written stipulated issue to the arbitrator. If the parties are unable to stipulate an issue for the expedited arbitration, there shall be no expedited arbitration.

In all cases where the term "days" is used, Saturday, Sunday and holidays are excluded.

C. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer not later than ten (10) calendar days after the discharge, asserting that the discharge was improper. Such complaint must be taken up within two (2) weeks for adjustment, and if the Union and the Employer fail to agree within forty-eight (48) hours, it may be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D-1. In the event of a grievance arising out of a layoff or reduction of hours, the Employer will have no liability until the grievance is filed.

D-2. Any claims by employees about improper scheduling must be filed with the Store Manager within twenty-four (24) hours after the schedule is posted, if the employee is working during that period, and, if not, no later than the close of business Saturday of that week, or the employee waives any right to file a grievance.

E. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

F. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all of their rights, privileges or necessary procedures under the contract, International and District Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

G. Any grievance other than discharge must be expeditiously filed within thirty (30) calendar days from its occurrence, otherwise there shall be no grievance.

H. No grievance shall be valid unless all the above procedures (A, B and C) are followed.

## ARTICLE VI.

### JOB SECURITY AND SENIORITY

A. The Employer and the Union mutually agree that it is their intent and purpose to maintain the status of present full-time employees. To effectuate this policy, when it becomes necessary to change the status of a full-time employee, either by lay off or reduction to part-time status, the following procedure shall be followed:

1. The representatives of the Employer and the Union shall meet immediately to explore the possibilities for maintaining the full-time status of the employee by relocation in another store in his seniority area where there is a full-time job in his classification available. If no such job is available in his classification in his seniority area, the same procedure will be followed in the master area and finally in the Division.
2. If no full-time job in his classification is available or the employee refuses an available job, he may exercise his seniority in accordance with Article VI, "E-1".
3. If he does not take the job offered under Article VI, "E-1" or his seniority does not entitle him to a full-time job, he shall receive available hours in his store up to and including thirty-two (32) hours per week, and his full-time benefits shall be maintained except that he shall be excluded from the provisions of Article IX, "D", and vacations and holidays shall be pro-rated except where such employee works thirty-two (32) hours in a holiday week. In weeks when full-time work is available in his store, he shall be scheduled for forty (40) hours.

B. The Union and the Employer recognize the need for part-time employees and mutually agree to investigate and correct schedules when scheduling results in the use of part-

time employees within the same classification where one (1) full-time employee could be used, taking into consideration the three (3) night restrictions on the use of full-time employees. Part-time employees scheduled only on Thursday, Friday and Saturday or those employees whose available hours are beyond the control of the Employer have no claims under this provision.

C. Seniority shall be on a division wide basis. The geographical areas shall be the areas previously agreed upon by the Employer and the Union or such changed areas as shall be mutually agreed upon by the Employer and the Union. Areas may be reviewed each six (6) months by the Employer and the Union. Under this Agreement, Erie Marketing Area stores covered by this Agreement shall be a part of the Pittsburgh seniority area.

D. Seniority for part-time school employees shall be on a store basis within their own group, except as provided in Article VI, "H". A school employee's status shall not be changed until after October 1st of any year.

E-1. In case of a reduction or lay-off of a full-time employee, said employee may replace the least senior full-time employee in the same classification or in any lower job classification within the employee's store, or the least senior full-time employee in the master area or in the Division, providing the employee has the experience, ability and physical qualifications to fill the job. H52  
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E-2. The above applies, except that Meat Department Heads must bump as Journeymen or lower classification on step-downs and other Department Heads must bump as Clerks on step-downs.

F-1. Any full-time employee laid off or reduced in classification due to lack of work in his seniority area and refuses relocation in the master or Division wide area shall have his name placed in the Division-wide pool and will be considered for any opening in the employee's former classification, first within his area and then in any other area, based on his full-time seniority date.

F-2. When a reduced full-time employee is offered a full-time position within their geographical area and such employee refuses to accept such full-time position, the applicable part-time rate of pay and benefits shall apply. When a reduced full-time employee refuses to accept a full-time position, such employee's refusal shall be in writing and a copy of such written refusal shall be furnished to the Union.

G. Full-time employees shall have seniority over part-time employees.

H. If a part-time employee, including students, is laid off due to lack of work for four (4) consecutive weeks or would be laid off due to a store closing, that employee may replace the least senior part-time employee in the area, provided the employee has the seniority to do so and can work the schedule of that employee.

I. Promotions, transfers from one type of work to the other, transfer from one store to another, apprentice training, or retraining for any job, shall be based on fitness and ability with seniority a factor when all other things are approximately equal. Senior employees shall have the right to demonstrate their fitness and ability when bidding for department head training. Permanent promotions to department head shall be on the Division wide basis. An employee refusing a transfer designated to train for that promotion head opening shall waive consideration for such promotion by his refusal. On temporary promotions, the Employer shall have the right to exercise his judgment after 363  
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giving due regard to seniority and such temporary promotion shall be on the store rather than the Division basis. Where there is a bona fide vacancy in a full-time employee's classification in another existing store in the area, or in a new store in the area, an employee's request for transfer will be considered based on seniority and ability. When a full-time employee desires to move to another store in the area, he will make his desire known in writing to the Personnel Manager and the Union, specifying the store to which he desires to move and such request shall be considered as set forth in the sentence immediately above. Training for promotions will take place within the geographic area.

J. All bids for part-time to full-time and promotions to department head positions shall be on a division-wide area basis.

All bids must be posted for ten (10) days, signed by the Manager and steward, returned to the Personnel Department with a copy to the Union, after the ten (10) day posting.

Job bids to be filled as follows:

Part-time to full-time shall be based on seniority provided that the part-time employee has the experience, ability and physical qualifications necessary to fill the job.

On promotions to department head positions, promotions shall be based on fitness and ability with seniority a factor when all other things are approximately equal. Upon request, senior employees must be considered for training designated to qualify them for department openings. In the event there are no trained candidates who bid, the most senior employee shall have the right to demonstrate his fitness and ability.

Within fourteen (14) days after receipt of all bid sheets, the appropriate Zone Manager and Union Business Agent shall meet to determine the successful bidder.

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K. The Union and the employee shall be notified at least one (1) week in advance of all permanent promotions, permanent demotions, permanent lay-offs and permanent transfers of full-time employees.

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L. If an employee is laid off continuously for a period of twelve (12) months or if an employee is called back to work after a lay off and does not report for work within one (1) week, seniority shall be broken and the employee shall be separated. An employee absent because of ill health shall retain his seniority for a period of time keeping with the medical circumstances of his individual case.

M. The Employer shall maintain seniority lists by stores and areas and furnish the Union copies of such lists each six (6) months.

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N. Stewards of the Union, at all times, shall be full-time employees and shall be the last to be laid off or reduced in classification.

O. The Union and the full-time employee shall be notified one (1) week in advance of a reduction to part-time.

P. Where a Union member accepts a promotion or transfer outside of the bargaining unit, he may, upon written request to the Union by him or the Employer, be granted a leave of absence from the bargaining unit not to exceed six (6) months during which period he may return to the bargaining unit in his former classification without loss of seniority.

Q. The Employer will maintain the status of all full-time employees on the Employer's payroll as of January 1, 1971, who have completed their probationary period excluding temporary full-time employees, relieving for vacations,



sickness, leave of absence, etc. This maintenance of full-time status shall not apply to any full-time employee separated from the Employer's payroll after January 1, 1971 or in the event of a strike or strikes, emergency including national emergency which affects the normal operation of the Employer's stores. It also shall not apply in any week when an employee is late or absent because of personal reasons. However, in case of emergency, the Employer will make every effort to relocate the employees as quickly as possible. When full-time work is no longer available for an employee on such full-time status in his store, he may exercise his seniority as provided in Article VI. However, the least senior employee shall be on the January 1, 1971 list of full-time employees shall be entitled to a full-time job in the division. If he does not take such full-time job offered and accepts part-time work as provided in Article VI, paragraph A-3, he has waived the maintenance of full-time status as provided in this paragraph Q.

R. In the event there is a full-time opening on the night stocking crew, it will be offered to the Clerks in the particular store based on seniority, experience and the ability to do the job. If the opening is not filled in this manner, the least senior employee in such store who has the experience and ability to do the job must take such night stocking job.

In the event a night stocker wishes to return to regular store hours schedules, he may do so provided: (1) there is a full-time job that is being worked by a less senior employee in the store with the ability to do the job and provided further, the Employer is not obligated to make more than one (1) such transfer per month; (2) the Company is given a week's notice and (3) the employee cannot return to a night stocking schedule until another opening occurs and that employee has seniority to bid for the job.

S. Overtime where necessary and premium pay jobs will be offered to employees by seniority, availability (on the premises) and classification, however, Sunday and holiday work shall be scheduled as provided in Article X, C-1.

## **ARTICLE VII.**

### **NO STRIKE, NO LOCKOUT**

There shall be no strikes, lockouts, or stoppage of work of any kind pending the handling of such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until same has been duly sanctioned by the International President of the United Food and Commercial Workers International Union and until the Employer has been officially notified by the Union.

## **ARTICLE VIII.**

### **UNION MEMBERSHIP**

A. There shall be no discrimination against any employee because of membership in Local No. 590. Union activities and duties will not be carried on during hours of store employment. Union officials will be allowed to enter stores in order to ascertain that this Agreement is being observed.

B. No employee will be required to make any written or verbal agreement that will conflict with this Agreement.

C. In the event that a local Union Credit Union is established, the Employer agrees to provide for payroll deductions upon receipt of written authorization by participating employees and to transmit such deductions to the local Union Credit Union in a manner to be agreed upon between the Employer and the Union.

**ARTICLE IX.**  
**WORKING CONDITIONS**

A. The hours for each employee must be scheduled by the Employer, and the schedule must be posted by Friday noon for the following week and a copy must be furnished to the store steward. Such schedule must include all hours which the Employer expects, to the best of his ability, to work the following week. The schedule must include lunch hours. Any hours added to the schedule must be noted on the schedule and the steward must be notified. Replacement hours must be worked by the end of the following calendar day. Any full-time employee going on vacation shall be advised of the day and time he is to report for work following his vacation.

B. The workweek for full-time employees shall be forty (40) hours per week to be performed within the store and shall be worked in five (5) days, Monday thru Saturday. Work in excess of forty (40) hours in any one (1) workweek or eight (8) hours in any one (1) workday shall be paid for at the rate of time and one-half (1½). Overtime pay shall be computed on the day or on the week, whichever is greater, but in no case on both. This paragraph shall not be construed as a daily or weekly guarantee.

B-1. It is recognized by the parties that the concept of a compressed workweek of four (4), ten (10) hour days is not practical for all stores; however, where it has been mutually agreed in writing between the Store Manager and individual employees, such individual employees may be scheduled to work four (4), ten (10) hour shifts within the normal workweek. Part-time employees assigned to night stocking crews may be scheduled for less than four (4) days at ten (10) hours per day.

The daily overtime provision herein shall not apply for the employees who have mutually agreed, in writing, with the Employer to work a weekly schedule of four (4), ten (10) hour shifts.

In such event, all time worked in excess of ten (10) hours per day shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay.

Full-time employees working four (4), ten (10) hour shifts in a workweek will be paid ten (10) hours pay at their regular straight-time hourly rate of pay for all holidays which occur during such scheduled workweek.

C. Part-time employees shall not be required to work more than five (5) days in any scheduled workweek Monday through Saturday. In the event that a part-time employee is scheduled for less than fifteen (15) hours per week, Monday through Saturday (except when unavailable for fifteen (15) hours or when called in on Saturday and fifteen (15) hours work is not available) and reports for work, he will be paid for fifteen (15) hours. In the event that a part-time employee is scheduled for more than twenty-five (25) hours, he will be paid for a forty (40) hour week except when scheduled hours are replaced because of illness or injury, the part-time employee will only be paid for the actual number of hours worked and under such circumstances the store steward must be advised. However, where a forty (40) hour schedule is available after the beginning of the workweek because of sickness or absence, hours may be added to a part-time employee's schedule up to forty (40) hours foregoing the premium provided in Article IX, "D" for nights worked over three (3). Where such additional hours are added, the store steward will be advised. It is understood that in such cases where an employee is scheduled for such additional hours and does not work all of such hours, he will be paid for the hours worked.

D. Any full-time employee who works more than three (3) nights in any one (1) week past 5:45 p.m. shall be paid overtime at the rate of one and one-half (1½) times the straight-time hourly rate for all hours worked past 5:45 p.m. on nights other than the first three (3) nights so worked, except that on any night that the store closes at 6:00 p.m., 5:45 p.m. shall be changed to 6:15 p.m. This paragraph shall not apply in stores where sales volume is ten thousand dollars (\$10,000) per week or less.

E. Employees who are scheduled or called in shall be guaranteed four (4) hours of work or shall be paid for four (4) hours. 616  
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F. Senior part-time employees can claim all available hours up to: (1) twenty-five (25) hours; (2) forty (40) hours; or (3) in between twenty-five (25) and forty (40) hours as provided in Article IX "C".

G. All full-time employees shall receive a fifteen (15) minute rest period for each one-half (½) day worked. In stores where time clocks are available, employees must punch the time clock on rest periods. Part-time employees shall receive one (1) fifteen (15) minute rest period in each four (4) hour shift. 621  
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H. The daily hours of work shall be consecutive for all employees except for an unpaid lunch period of thirty (30) minutes. In case of emergency, if an employee is required to work more than two (2) hours beyond the regular eight (8) hour day, a twenty (20) minute paid lunch period shall be given. Employees assigned to night stocking shall have a thirty (30) minute non-paid lunch period. 626  
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I. If an employee is required to work outside of the regular schedule, the employee shall not be required to take time off from the schedule that week in order to avoid overtime.

J. Full-time employees reduced to part-time will retain the hourly rate which they were receiving as full-time employees for such period of time as they remain part-time. Part-time employees working forty (40) hours or more in a week will be paid the appropriate full-time rate, based on two (2) months part-time service equals one (1) month full-time service, or their own rate whichever is greater for such hours worked. When a full-time employee voluntarily requests reduction to part-time, the employee shall be paid the part-time rate which corresponds to length of service. When a part-time employee is made full-time, he will be given credit for actual hours worked to establish his full-time rate of pay by dividing total hours worked by 2,080 hours and any additional hours shall be used as credits toward the next higher progression.

K. An employee, acting as relief for and filling the job of Head Meat Cutter, Head Clerk, Head Produce, Head Checker, Head Dairy Clerk, Head Deli Clerk or First Cutter during a sick leave, vacation or leave of absence, shall receive the contract rate for the job provided such relief is for a period of two (2) days or more. It shall be mandatory to fill these vacancies whenever a qualified employee is available.

L. The Employer agrees to furnish without charge all coats, aprons and equipment necessary during the hours of employment. Full-time female employees will be furnished three (3) Dacron or similar type uniforms. Part-time female employees will be furnished two (2) Dacron or similar type uniforms. Uniforms will be replaced when necessary. The old uniform must be returned to the Employer in exchange for a new uniform. All employees may wear slacks. Parkas and galoshes will be furnished for carry-out employees and employees unloading trucks. 635  
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M. The Employer agrees to pay the difference in the cost of transportation at the cost of nineteen cents (19c) per mile occasioned by a temporary transfer from one store to another store in which transfer increases the normal cost of transportation.

N. Night Stockers:

1. Night Stockers are to be full-time or part-time employees and must be scheduled for eight (8) hour shifts.

2. In the event Night Stockers do not work five (5) nights in any week, they shall be granted a minimum of twenty-four (24) hours to be considered a day off.

3. There shall be a period of ten (10) hours or more from the end of one shift and the beginning of the next shift; except in a holiday week and a ten (10) hour period cannot be scheduled.

4. Night stocking schedules shall begin from 6:00 p.m. until 12:00 midnight, except on Sundays or holidays.

5. Stewards shall not be scheduled as Night Stockers, provided other clerks are available to be scheduled.

6. Full-time employees working as Night Stockers shall receive the Night Stocker premium pay on vacation pay pro-rated on the number of nights worked.

7. In the event a Night Stocker works three (3) nights or less night stocking, those nights shall be considered as nights worked past 5:45 p.m. except in a holiday week.

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O. All work before 6:00 a.m. and after 10:00 p.m. shall be paid for at forty cents (40c) per hour premium.

P. Temperature in cutting rooms and wrapping rooms to be no lower than fifty-five degrees (55°) Fahrenheit.

Q. There shall be a lapse of two (2) hours between the quitting time of a part-time employee (less than eight (8) hours) and the starting of another part-time employee (less than eight (8) hours) within the same department when the employee is available and has the ability to perform the work available, provided further, there will be no overlapping of part-time schedules (less than eight (8) hours) per day if the employee whose schedule overlaps is available and has the ability to perform the available work.

R. In case an employee would lose time from his schedule for a particular week due to an emergency caused by a riot or Act of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he may accept such work or reject it and lose the time. However, in case of a riot, where a store must be closed and the police order the employees to vacate the store, any employee who has not completed his schedule for that day will be paid for the balance of his schedule for that day.

S. No employee shall be required to work after 6:30 p.m. on Christmas Eve or New Year's Eve. One (1) hour with pay plus the lunch hour will be given to employees between 12:00 noon and 3:00 p.m. on Good Friday to attend church.

T. **Leadperson** — A leadperson will be appointed by management in all twenty-four (24) hour stores to be responsible for the night operations. The leadperson will receive a premium of twenty cents (20c) per hour in addition to the night differential.

## ARTICLE X.

### HOLIDAYS AND SUNDAYS

A. The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day, as provided below, or days nationally celebrated in lieu thereof.

B. All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time (2x), i.e., straight-time plus straight-time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, except as otherwise provided below, Thanksgiving Day, and Christmas Day or days nationally celebrated in lieu thereof. 7  
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B-1. Employees hired on or after September 29, 1980 shall be compensated at the rate of time and one-half (1½) their straight-time hourly rate for all work performed on Sundays and holidays under this contract. 130

C. During the week in which one of the above holidays occur, full-time employees who work the scheduled workday before and the scheduled workday after the holiday shall receive eight (8) hours pay in addition to the hours worked. Any full-time employee who works part of the week and then is absent due to proven illness or any emergency beyond his control, will also receive the holiday pay. An employee on vacation or serving on jury duty during a holiday week will also receive the holiday pay. Overtime at the rate of time and one-half (1½) will not be paid in holiday weeks until the time actually worked exceeds the normal workweek. During a holiday week, full-time employees at their option may work thirty-two (32) hours and receive an additional eight (8) hours holiday pay. Overtime shall be paid for hours worked in excess of thirty-two (32) hours in a holiday week if a full-time employee notifies the store manager of the desire to be scheduled only thirty-two (32) hours.

C-1. Sunday and holiday work shall be in addition to regular five (5) day workweek. Sunday and holiday work will be offered on a rotating basis from a volunteer list of full-time and part-time employees on an equal basis who have the experience and ability to perform the work. If no volunteers are available to do the work, employees will be assigned to work by inverse seniority.

D. If the store is closed on Veterans Day, the holiday will be celebrated on the day the store is closed. If the store is open for business on Veterans Day, the employee will work such day, if scheduled and have another day off in such week. In such case where the store is open, full-time employees who qualify for holiday pay in accordance with the provisions of Article X "C" shall receive eight (8) hours straight-time pay in addition to pay for the hours worked. However, if a veteran desires Veterans Day as his holiday to participate in Veterans Day activity, the Employer will schedule him off that day.

E. Part-time employees who have completed six (6) months of employment from date of hire or last date of re-hire and who have worked their scheduled hours the week prior to the week in which any one of the holidays occur, shall be entitled to holiday pay which shall be computed on a pro-rata basis using the four (4) preceding weeks to determine their average hours.

E-1. A part-time employee, if eligible, who works thirty-two (32) hours in a holiday week will receive eight (8) hours holiday pay.

F. One (1) personal holiday will be taken in the first four (4) months, one (1) will be taken in the second four (4) months and one (1) personal holiday will be taken in the third four (4) months. The personal holiday may be taken on any scheduled work day mutually agreed upon between the Employer and employee. The employee's selection shall be no later than the work schedule posting. Further, if the employee has not made his selection by March 1, during the first four (4) months period, July 1 during the second four (4) months period and November 1 during the third four (4)

months period, the Employer shall assign the personal holiday. Full-time employees shall work thirty-two (32) hours in such weeks and be paid for forty (40) hours. Part-time and regular part-time shall receive pay on scheduled hours with a six (6) hour minimum.

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110 F-1. Effective January 1, 1981, one (1) additional personal holiday to be scheduled by mutual agreement of the store manager and the employee to be taken between January 1 and November 30.

G. An additional holiday shall be granted to each employee who qualifies in the form of an extra day's pay added to an employee's regular vacation pay.

H. With two (2) weeks prior notice, the Company will schedule one steward per store their day off with pay for contract education day each year.

## ARTICLE XI.

### REFERRAL CLAUSE

A. When the Employer needs additional employees, he shall notify the Union. The Union agrees to refer to the Employer any available workers of proven qualifications who shall identify themselves by presenting Union work cards. The Employer shall not be required to hire those referred by the Union.

B. Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on, or affected by, Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualifications or skills.

C. Where employees are hired from other sources, the Employer will notify the Union.

## ARTICLE XII.

### VACATIONS

A. The Employer will post the vacation schedule no later than February 1st and employees must exercise their vacation preference by March 1st. Those employees who fail to select by March 1st must select from the remaining open weeks. A copy of the final schedule will be given to the Union Steward.

A-1. Employees will select vacation weeks by seniority on a fifty-two (52) week basis. However, the Employer reserves the right to specify the number of employees to be permitted each week to schedule vacation. No changes will be permitted after selection, unless requested by an employee and granted by the Employer, and then the employee must pick any available open weeks remaining.

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50 A-2. A vacation of one (1) week with pay shall be granted to all regular full-time employees with one (1) year's continuous service calculated on their full-time service. A vacation of two (2) weeks with pay shall be granted to all regular full-time employees with over three (3) years continuous service. A vacation of three (3) weeks with pay shall be granted to all regular full-time employees with over seven (7) years continuous service. A vacation of four (4) weeks with pay shall be granted to all regular full-time employees with over thirteen (13) years continuous service. A vacation of five (5) weeks with pay shall be granted to all regular full-time employees with over nineteen (19) years continuous service. A vacation of six (6) weeks with pay shall be granted to all regular full-time employees with over twenty-five (25) years continuous service.

B-1. Eligibility for an employee's first vacation (one (1) week) and for his first increase in vacation (his first two (2) weeks vacation) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment 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.

B-2. The following schedule will apply: "Service" means continuous employment as a regular employee: 1 year — 1 week, 3 years — 2 weeks.

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

B-4. After an employee has qualified for his first one (1) weeks vacation, he automatically qualifies for future one (1) weeks vacation as of January 1 of each year.

B-5. After an employee has qualified for two (2) weeks vacation, he automatically qualifies for future two (2) weeks vacation as of January 1 of each year.

B-6. If an employee qualifies for one (1) weeks vacation as of January 1 and is due to complete the service necessary for an additional week's vacation later in the year, he may take the first week early or wait and take both weeks together.

B-7. Vacations must be taken during the calendar year unless due to emergency, the management finds it necessary to request postponement. Vacation pay will be paid in advance.

B-8. 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.

B-9. 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.

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

C. Time lost due to an industrial accident shall be credited as time worked for vacation benefits provided the employee works part of the calendar year.

D. Part-time employees shall receive vacation benefits as in paragraph A-2 on the following basis:

Each week's vacation pay for a part-time employee shall be two percent (2%) of the employee's earnings during the preceding calendar year for each week of vacation due. New employees shall receive vacation pay of two percent (2%) of earnings in their anniversary year.

E. Part-time employees who attain full-time status will receive vacation based on two (2) months part-time service equals one (1) months full-time service;

F. Hourly-paid regular employees who worked on a full-time basis in at least forty (40) weeks 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 vacations or excused absence (including sick leave or other approved leave of absence) as weeks so worked.

G. The weekly vacation pay of a regular employee who worked on a full-time basis (as defined in F above) in fewer than forty (40) weeks 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 his anniversary or calendar year by the number of weeks in the year; exclude from this divisor weeks off the job because of paid vacations, sick leave, or other authorized leave of absence.

H. Full-time employees eligible for three (3) weeks or more vacation may elect to split one (1) week into single days, which may be scheduled by mutual agreement between the employee and the Store Manager, Monday through Thursday, with two (2) weeks advance notice effective January 1, 1981.

### ARTICLE XIII.

#### MILITARY SERVICE

Q12 A. Any employee who enlisted or was inducted into military service under the provisions of the Federal Selective Service Training Act of 1940, as amended, shall be returned to his job and retain his seniority in accordance with that Act.

B. An employee shall be granted a leave of absence for the necessary time off without pay for military training in the organized reserves or National Guard.

### ARTICLE XIV.

#### LEAVE OF ABSENCE

G13 A. An employee may, upon written application, be granted a leave of absence without pay, not to exceed ninety (90) days, but such leave will not be permitted for the purpose of trying out another job. A female employee shall be granted a pregnancy leave of absence upon written application supported by a physician's statement certifying that the employee is pregnant and anticipated birth date. The beginning date, length of and ending of such leave shall be guided by the written request of the attending physician.

G14 B. Any member of the Union who is elected to a permanent office or who must take a temporary leave of absence because of being appointed a delegate of any Union activity, shall be granted a leave of absence and shall accumulate and retain his seniority on the job for which he was employed at such time of leave.

C. An employee returning to work after a short term illness shall notify the Store Manager one (1) full working day before he desires to return to work. An employee returning to work from an illness of one (1) week or more shall notify the Store Manager prior to closing time on the Thursday preceding the week in which he desires to return to work.

D. Any employee elected or appointed to public office shall be granted a leave of absence corresponding to the elected or appointed term of office, without pay. Upon proper notice any employee elected or appointed to public office not requiring full-time service shall be granted the necessary time off, without pay, to perform the duties of the office.

## ARTICLE XV.

### DEATH IN FAMILY AND JURY SERVICE

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A. If a member of an employee's immediate family shall die, said employee shall be allowed a maximum of five (5) days leave of absence with pay, but in no case will he receive more pay than a normal workweek. The term "immediate family" shall mean spouse, parent, step-parent, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, step-brother, step-sister, or any relative residing with them. In case of a death in the immediate family of a part-time employee, the part-time employee shall be paid only for the number of hours he or she would normally have been scheduled to work, up to a maximum of five (5) days.

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B. All employees serving on jury duty or subpoenaed as a witness, shall, upon presentation of proof, be paid for the time lost as a result of such duty. Such pay shall not exceed the pay for the normal workweek. On any day that an employee reports for jury duty, he will not be required to return to his store. During his jury term, he will not be scheduled for Saturday work except during holiday weeks. On any day not scheduled to report for jury duty during the jury term, the employee shall report for work.

## ARTICLE XVI.

### REGULAR EMPLOYEE

A. Where an employee has worked full-time, forty (40) hours per week, for eight (8) consecutive weeks, except when filling a temporary vacancy due to vacation, sickness or leave of absence, a full-time job opening will be considered to exist and such job opening will be filled in accordance with the seniority provisions of this Agreement. However, if an employee works thirty-nine (39) consecutive weeks, at forty (40) hours, while filling a vacancy as listed above, a full-time vacancy will be considered to exist and such job opening will be filled in accordance with the seniority provisions of this Agreement, provided however, if the replaced employee returns and there is no full-time work the replacing employee will be returned to part-time.

## ARTICLE XVII.

### INSURANCE

A. The Employer shall contribute in behalf of each employee who has completed his probationary period the amount shown below to the Amalgamated Food Employees and Subscribing Employers Welfare Trust Fund. Such Health and Welfare Trust Fund is a jointly administered Employer and Union Trust Fund. The Fund shall be used for such health and welfare benefits as the Trustees therein duly appointed and acting thereunder, shall determine in their discretion and within the terms of the Trust.

The following amounts are maximum contributions on the respective dates that the Employer shall not exceed to maintain benefits. The actual contribution to the Fund on the respective dates could be less than the published maximum, based on the experience of the Fund.

#### Full-time Employees

**Full-time Employees Reduced to Part-time in accordance  
With Article VI., A-3**

**Part-time Employees**

**Students Hired Prior to September 29, 1980**

Full or part-time employees hired after 9/28/80 and curent Customer Service Clerks promoted after 9/28/80 will have a Health and Welfare contribution made on their behalf after six (6) months service as follows:

Full-time up to \$65.00 per month, effective 10/1/80. Contributions will be increased on 1/1/82 and 1/1/83 by the amount necessary to maintain curent benefits.

Part-time up to \$30.00 per month, effective 10/1/80. Contributions will be increased on 1/1/82 and 1/1/83 by the amount necessary to maintain curent benefits.

B. For full-time or part-time employees, the contribution shall be made on the first day of the month following completion of six (6) months of service.

C. Payment shall be made by the tenth (10th) day of the month for which payment is due based on the status of the employee as of the first day of such month as determined by his previous work record and in accordance with other terms of this Agreement.

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

1. In case of occupational injury, non-work accident or illness, twelve (12) months contribution following the month in which the accident was incurred or in which the sickness began for a full-time employee. Under the same circumstances, three (3) months contribution for a part-time employee.
2. In case of a personal leave of absence or pregnancy leave of absence is granted, one (1) months contribution following the month in which the leave is granted.
3. In case of lay-off, three (3) months contribution following the month in which the lay-off is made.

E. An employee's status shall not change for the purpose of Health and Welfare until the first contribution following the reduction or advancement of the employee.

F. Effective 1/1/81, the Employer will contribute three cents (3c) per hour on all hours worked up to forty (40) hours per week for employees hired prior to 9/29/80 excluding Students, Moonlighters, and Customer Service Clerks. Such contribution shall be made to a UFCW Local 590 Legal Service Fund for the purpose of providing legal services for employees. Employees hired after 9/28/80 will have a contribution made on their behalf after one (1) year of service has been completed.

Payment to the Legal Trust shall be made by the tenth (10th) day of the month for which payment is due based on the hours worked the previous month.

Effective 1/1/83, the contribution for legal services may be increased up to an additional two cents (2c) per hour to maintain current benefits.

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**ARTICLE XIX.**  
**NON-DISCRIMINATION**

A. The Employer and the Union agree that in hiring employees, the Employer will not discriminate against any applicant for employment because of sex, race, creed, color, age or national origin.

B. No employee shall be required to take a polygraph (lie detector) test for any reason.

**ARTICLE XVIII.**  
**WAGES AND CLASSIFICATION**

A. Rates of pay as set forth in Wage Schedule "A" attached hereto shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

B. Journeymen employed in 100% self-service markets shall be classified as back-room cutters.

C. The First Cutter classification shall be maintained in all Meat Departments and the classification and rate of pay included in the wage schedule.

**ARTICLE XX.**  
**OUTSIDE SALESMEN**

A. Salesmen for outside companies shall not be permitted to do work in the store normally done by store employees except that bread salesmen will be allowed to stock their products. When opening a new store, the first sentence shall not apply prior to and including the opening week. During a major remodeling a salesman may remove any merchandise from the shelves or display case and restock such merchandise prior to the opening date.

B. The Housewares rack jobber may stock his merchandise, but only if an employee in the bargaining unit works with him.

C. The Employer agrees to notify the Union in advance of store resets and remodels.

**ARTICLE XXI.**  
**UNION COOPERATION**

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. The Employer agrees to notify the Union in advance.

**ARTICLE XXII.**  
**MEAT TECHNOLOGICAL CHANGES**

A. The handling, processing, and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be

within the work and collective bargaining jurisdiction of the Union, regardless of place of performance, (1) to the extent that such work continues to be performed by the Employer, (2) to the extent that such work is performed by the Employer within the Union's geographical area of representation as set forth in Article II. of this Agreement and (3) to the extent such work is not currently represented by another Union, provided that:

1. The Employer shall retain managerial discretion in the areas of work methods and/or processes and merchandising policies and/or techniques, including, but not limited to, the rights to introduce new or change existing work methods and/or processes (centralized or decentralized), to introduce new equipment, and/or technological processes and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced, etc., products from outside sources;

2. The Employer will notify the Union before making any major technological change that could affect a substantial number of employees;

3. No full-time employee will be displaced (i.e. deprived of a job) reduced in rate of pay and/or reduced below full-time status (i.e. forty (40) hours per week) because of the exercise of such managerial discretion described in subparagraph 1. above. For the purpose of this Article only, a full-time employee is one who, at the time of the change, has completed his probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury.

4. If, after the exercise of such managerial discretion described in sub-paragraph 1. above, there are any unresolved questions concerning displacement, reduction in rate of pay and/or reductions below full-time status, the Union may submit such questions to arbitration under the grievance procedure in his Agreement.

This Article in its entirety, shall apply only to the Meat Department.

### **ARTICLE XXIII.**

#### **FEDERAL OR STATE LEGISLATION**

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of said Agreement is construed to be in such violations, 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 XXIV.**

#### **HEALTH, SAFETY AND INJURY ON THE JOB**

A. Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the employees, such guards must be used. At the request of either party, bonafide unsafe conditions in a store will be discussed between the Personnel Manager and the Business Representative.

B. If an employee is injured on the store premises during the course of his employment, and as a result loses time, he shall be paid for such lost time on the day of the injury but not to exceed eight (8) hours.

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C. The Union and Employer agree to meet and discuss safety rules for the stores and Meat Plant. Such safety rules that are established from these discussions will be posted and employees violating these established rules will be subject to disciplinary action.

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D. The Employer and the Union agree to establish a joint Safety Committee composed of an equal number of Union officials and Company officials.

#### ARTICLE XXV.

#### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns. It is the intent of the parties that this Agreement shall remain in effect for the full term of the Agreement and shall bind the successors of the respective parties hereto.

#### ARTICLE XXVI.

#### MISCELLANEOUS

A. Any employee who enters into a business competing with the Employer will be subject to discharge.

B. If the Employer should establish another central plant for cutting meat and preparation of meat products in the Pittsburgh Division, employees who are under this Agreement will be employed in such operation.

C. Each meat department may employ at least one (1) Apprentice and in addition, another Apprentice may be employed for each three (3) Journeymen employed in the department. A Head Meat Cutter is considered a Journeyman for the purpose of this Article. Wrappers are not considered as Apprentices for the purpose of this Article.

D. If the Employer established a new job classification, the rate for such work will be negotiated with the Union.

E. In all markets, a meat employee shall be present from 7:00 a.m. to 9:00 p.m. (except for breaks and lunches) provided the store is open for business during those hours. The Employer agrees that no one will suffer a reduction in hours as a direct result of the change of the hours for market coverage.

F. If a regular full-time employee is permanently laid off or is discharged, he shall receive a week's notice or a week's pay in lieu of notice, except in cases of discharge for dishonesty, intoxication or gross insubordination.

G. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject an employee to disciplinary action up to and including discharge.

H. A Union shop card may be posted in each store.

I. The Union and Company with mutual agreement, may establish zone contracts, providing competitive wage and benefit rates, applying to outer stores operating in areas where the major competition is non-union and/or low rate Union stores.

#### ARTICLE XXVII.

#### STORE CLOSING

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A. In the event the Employer sells or closes a store and employees are terminated as a result, employees with three (3) years of full-time service shall be paid three (3) weeks severance pay and one (1) additional week of severance pay for each additional year of full-time service up to a maximum of six (6) weeks of severance pay.

B. All monies due employees shall be paid upon termination in accordance with the Agreement, but not later than two (2) weeks after separation. An employee who does not

accept severance pay shall retain recall rights provided in the Agreement for a period of one (1) year, and if still not recalled to work by the Employer, shall receive his severance pay and has no further recall rights.

C. Employees voluntarily terminating their employment shall not be eligible for severance pay.

D. Employees who accept severance pay shall not retain seniority or recall rights.

E. Employees who refuse a transfer as outlined in the Agreement shall not receive severance pay.

F. If an employee is offered a transfer within the jurisdiction of this Agreement in which he was last working and he refuses to accept the transfer, he forfeits his rights provided for in this Article.

G. 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 provision of this Article shall apply.

H. 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.

**ARTICLE XXVIII.**

**EXPIRATION**

A. This Agreement shall be in full force and effect from September 29, 1980 to October 2, 1983 and shall continue in full force and effect from year to year thereafter unless written notice of a desire to change or modify this Agreement is served by either party upon the other, sixty (60) days prior to the date of expiration. Within ten (10) days of receipt of such notice, the parties shall meet in conference for the consideration of such changes or modifications.

B. All changes from the previous Agreement shall take effect on the Sunday immediately following execution of this Agreement unless otherwise specified in this Agreement.

C. If during the term of this Agreement wage control legislation is enacted which has the effect of preventing or limiting the institution of any wage increase or Health and Welfare or Pension increases required under this Agreement, the parties shall meet within thirty (30) days to attempt to renegotiate a lawful alternative to the invalidated wage or other increases.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this..... day of....., 1981.

FOR THE UNION:

FOR THE EMPLOYER:

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## SCHEDULE "A" — WAGES

All employees hired prior to September 29, 1980 shall receive the following increases effective September 29, 1980. Such increases shall be added to the straight-time basic rate of pay in effect for each employee on September 28, 1980.

Department Heads .....	\$ .50 per hour	Part-time employees .....	.20 per hour
First Cutters .....	.45 per hour	(includes Customer Service Clerks)	
Journeymen .....	.40 per hour	Full-time employees .....	\$ .30 per hour

Head Deli Clerks and Head Checkers will receive an additional 30c per hour on October 4, 1981 and October 3, 1982.

9/29/80      4/5/81      10/4/81      4/4/82      10/3/82      4/3/83

### HEAD MEAT CUTTER

Wages shall be based on the average weekly meat sales for the last thirteen (13) normal periods to the contract anniversary date, according to the following pay plan:

Sales of \$12,600 or less .....	\$11.425	COLA	COLA	COLA	COLA	COLA
Sales of \$12,601 to \$17,900 .....	11.50	COLA	COLA	COLA	COLA	COLA
Sales of \$17,901 to \$22,750 .....	11.5625	COLA	COLA	COLA	COLA	COLA
Sales of \$22,751 to \$27,000 .....	11.6375	COLA	COLA	COLA	COLA	COLA
Sales of \$27,001 and over .....	11.7125	COLA	COLA	COLA	COLA	COLA

Present Head Meat Cutters will continue to receive their current volume rate in addition to any contractual increases.

Head Meat Cutters in new stores or remodeled stores shall receive their weekly wage on the basis of their first twelve (12) weeks average sales according to the above pay plan.

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H9 - HEAD GROCERY & HEAD PRODUCE -----	9/29/80	4/5/81	10/4/81	4/4/82	10/3/82	4/3/83
	\$10.8375	COLA	COLA	COLA	COLA	COLA
HEAD CHECKER & HEAD DELI -----	9.955	COLA	+COLA 10.255	COLA	+COLA 10.555	COLA
HEAD DAIRY -----	9.955	COLA	COLA	COLA	COLA	COLA
FIRST CUTTERS -----	10.65	COLA	COLA	COLA	COLA	COLA
JOURNEYMEN -----		COLA	COLA	COLA	COLA	COLA
		(plus individually accumulated COLA from date of eligibility)				
PART-TIME JOURNEYMEN -----		COLA	COLA	COLA	COLA	COLA
		(plus individually accumulated COLA from date of eligibility)				
APPRENTICE						
1st 6 months -----	6.41	COLA	COLA	COLA	COLA	COLA
2nd 6 months -----	6.94	COLA	COLA	COLA	COLA	COLA
3rd 6 months -----	7.43	COLA	COLA	COLA	COLA	COLA
4th 6 months -----	8.06	COLA	COLA	COLA	COLA	COLA
Thereafter -----		COLA	COLA	COLA	COLA	COLA
		(plus individually accumulated COLA from date of eligibility)				
FULL-TIME EMPLOYEES (Promoted before 4/3/78) -----	9.35	COLA	COLA	COLA	COLA	COLA
FULL-TIME EMPLOYEES (Hired on or after 4/3/78 and on or before 9/28/80 and promoted after 4/2/78)						
1st year -----	4.82	COLA	COLA	COLA	COLA	COLA
2nd year -----	5.0575	COLA	COLA	COLA	COLA	COLA
3rd year -----	5.2950	COLA	COLA	COLA	COLA	COLA
Thereafter -----	8.04	COLA	COLA	COLA	COLA	COLA
		(plus individually accumulated COLA from date of eligibility)				

	9/29/80	4/5/81	10/4/81	4/4/82	10/3/82	4/3/83
<b>FULL-TIME EMPLOYEES (Hired and promoted on or after 9/29/80)</b>						
1st year -----	\$ 4.50	—	4.75	—	5.00	—
2nd year -----	4.75	—	5.00	—	5.25	—
3rd year -----	5.00	—	5.25	Plus 1/2 of 4-82 COLA	5.50	plus 1/2 of 4-83 COLA
Thereafter -----	5.25	—	5.50	plus 4-82 COLA	5.75	plus 4-83 COLA
<b>PART-TIME EMPLOYEES AT THE RATE OF \$8.055 -----</b>						
	8.255	COLA	COLA	COLA	COLA	COLA
<b>PART-TIME EMPLOYEES (Hired Before 2/1/78) -----</b>						
	6.71	COLA	COLA	COLA	COLA	COLA
	(plus individually accumulated COLA from date of eligibility)					
<b>PART-TIME EMPLOYEES (Hired on or after 2/2/78 and on or before 3/28/80 and promoted after 2/1/78)</b>						
Up to 26 weeks experience -----	3.55	COLA	COLA	COLA	COLA	COLA
27 weeks to 52 weeks -----	3.65	COLA	COLA	COLA	COLA	COLA
53 weeks to 78 weeks -----	3.75	COLA	COLA	COLA	COLA	COLA
79 weeks to 104 weeks -----	3.85	COLA	COLA	COLA	COLA	COLA
105 weeks to 130 weeks -----	3.95	COLA	COLA	COLA	COLA	COLA
Thereafter -----	6.61	COLA	COLA	COLA	COLA	COLA
	(plus individually accumulated COLA from date of eligibility)					
<b>*PART-TIME EMPLOYEES (Promoted from Customer Service Clerks or hired on or after 9/29/80)</b>						
1st year -----	3.40	—	3.50	—	3.60	—
2nd year -----	3.60	—	3.70	—	3.80	—
3rd year -----	4.00	—	4.15	—	4.35	—
Thereafter -----	5.50	—	5.75	—	6.00	—

\*Not eligible for COLA

# SCHEDULE "B"

## JOB CLASSIFICATIONS

**A. MEAT DEPARTMENT HEAD** — is in charge of the meat and fish departments in the store, and has the knowledge and ability to operate the department to the satisfaction of the management. Duties include supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policy.

**B. FULL-TIME FIRST CUTTER** — shall be deemed and construed to mean any Journeyman Meat Cutter who acts as a meat department head in the absence of the regular meat department head for a period of less than one (1) week.

**C. JOURNEYMAN** — a skilled Meat Cutter who has either served a complete apprenticeship in the trade or has developed equivalent ability by practical experience and is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass and must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the meat department.

**D. APPRENTICE** — an individual employed for the purpose of learning all the details and developing manual skill for performing after two (2) years of training all the duties of a meat cutter as commonly accepted in the trade.

1. Every meat department may employ at least one (1) Apprentice and in addition, one (1) Apprentice may be employed for each three (3) additional meat cutters employed in the department.

2. After serving two (2) years of apprenticeship, in training, an apprentice shall be classified as a Journeyman Meat Cutter and shall receive credit for all time served under each employer.

**E. WRAPPERS AND WEIGHERS** — shall take meat or fish, cut or dressed by a Journeyman Meat Cutter, weigh it, insert price tag, place in trays or locker boards, enclose all in a cellophane wrapper and seal. Such employee shall place this meat or fish in the self-service case and rotate same in the case, shall use a slicing machine for luncheon meats, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer, and may do all other work in the meat department not normally performed by Journeyman Meat Cutters, or Apprentices, including cleaning of cases, work tables or any other house-cleaning chores required in the Meat Department.

**F. CHECKER** — a Checker is an employee whose primary duties are performed at the check-out counter and cash register. When not so engaged, such employee will perform any other duties as assigned by the store management within the employee's capabilities.

**G. CLERKS** — a Clerk is an employee whose primary duties are performed in the store wareroom, unloading trucks, stocking the sales area. When not so engaged, such employee will perform any other duties as assigned by the store management, within the employee's capabilities.

**H. HEAD GROCERY CLERK** — a Head Grocery Clerk is in charge of the grocery department in a store and has the knowledge and ability to operate the department to the satisfaction of the Manager. The duties include the supervision of the department personnel, ordering of merchandise,

service to customers and the operation of the department in accordance with the Employer's merchandising policies and any other duties that may be assigned.

**I. HEAD PRODUCE CLERK** — a Head Produce Clerk is in charge of the produce department in a store and has the knowledge and ability to operate the department to the satisfaction of the Manager. The duties include the supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policies and any other duties that may be assigned.

**J. HEAD CASHIER** — a Head Cashier is in charge of the Front-End operation and has the knowledge and ability to supervise the operation to the satisfaction of the management of the store. Duties include supervision of checkers, bookkeeping and money handling procedures in accordance with the Employer's policy and any other duties that may be assigned.

**K. HEAD DAIRY CLERK** — a Head Dairy Clerk is in charge of the dairy department in a store and has the knowledge and ability to operate the department to the satisfaction of management. The duties include the supervision of the department personnel, ordering, service to customers and the operation of the department in accordance with the Employer's merchandising policies and any other duties that may be assigned.

## **SCHEDULE "C"**

### **PENSIONS**

A-1. By Agreement with Employer, the International Union with which this Local Union is affiliated has created and established a Pension Fund designated as the United Food and Commercial Workers International Union-Industry Pension Fund (hereinafter referred to as the "Pension Fund").

A-2. The Kroger Co. shall pay to the Pension Fund the sum of one hundred nine dollars and forty cents (\$109.40) each calendar month for each eligible employee who has worked in the calendar month preceding the month in which the payment is due. Vacations shall be considered as time worked. Effective 1/1/82, this amount will be increased to one hundred thirteen dollars and seventy cents (\$113.70). Effective 1/1/83, this amount will be increased to one hundred eighteen dollars (\$118.00).

A-3. For those part-time employees on the payroll prior to the ratification date 10/31/80 and who were eligible to participate in the Industry Fund and who are promoted to full-time, the Employer shall contribute forty-nine cents ((49c) per hour to the Industry Fund.

A-4. The Employer will contribute fourteen cents (14c) per hour for part-time employees hired prior to 10/31/80 with one (1) year of continuous service excluding Students and those with other regular jobs.

A-5. For those hired on or after the ratification date of 10/31/80 with more than six (6) months of service or promoted from Customer Service employees with more than six (6) months of service, the Employer will contribute thirty cents (30c) per hour (up to forty (40) hours per week) for full-time and ten cents (10c) per hour (up to forty (40) hours per week) for part-time excluding Students, Customer Service, and those with other regular jobs to the Industry Fund.

A-5. An eligible employee for the contribution in paragraphs A-2 and A-3 above is a full-time employee who has completed the probationary period and who has worked forty (40) hours per week for eight (8) consecutive weeks as stated in Article XVI, paragraph A. (Any employee is considered a full-time employee who has worked forty (40) (40) hours per week for eight (8) consecutive weeks, except when filling a temporary vacancy due to vacation, sickness or leave of absence.)

A-7. Contributions shall also be paid for periods of absence from work due to illness, injuries, however, not to exceed one (1) month after the month in which the illness or injury occurred. In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

A-8. The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge an employee granted the Company under this collective bargaining agreement. If any inconsistency exists between the terms of this Pension Article and any other provision in this collective bargaining agreement, the terms of this Pension Article shall prevail.

A-9. Company contributions to the Pension Fund shall be used to provide retirement benefits for eligible employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund (the Trustees). Eligible employees shall, pursuant to said Pension Plan, receive retirement benefits at Benefit Level as defined in Article III, Section 2. of the Pension Plan, a copy of which Pension Plan the Company has received. (Do not fill in Benefit Level, this will be done by Board of Administrative Trustees when accepted.)

A-10. The Company's obligation hereunder to contribute to the Pension Fund shall not be subject to any expressed or implied bargaining agreement, notwithstanding any provision to the contrary herein contained. In addition to any other remedy which may otherwise be available to any of them, the Union, the Trustees of the Pension Fund, or both, shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy.

A-11. The Company adopts and agrees to be bound by all of the terms and provisions of the United Food & Commercial Workers International Union-Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time, (the "Trust Agreement") as full as if the Company was an original party thereto, a copy of which Trust Agreement the Company has received. The Company designates its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Company agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

A-12. Nothing in this collective bargaining Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Company pursuant hereto, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Company in any manner inconsistent with the terms of this collective bargaining Agreement or the Trust Agreement.

A-13. The Company shall contribute to the Pension Fund, as provided herein, only if said contributions are deductible by the Company for Federal Income purposes. The Company shall participate in the Pension Fund only if such

participation or the continuation thereof shall not impair the Pension Fund's qualification under applicable Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

## SCHEDULE "D" COST OF LIVING

Rates of pay set forth in Schedule "A", Wage Schedule, attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

For the term of this Agreement, all classifications of employees, except those exclusions contained herein, shall be covered by the provisions of a Cost of Living Allowance, as set forth below.

The amount of Cost of Living Allowance shall be determined and redetermined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) and referred to herein as the "Index".

The first cost of living allowance shall be effective April 5, 1981, based on the difference between the Index figure of August, 1980 and the Index figure of February, 1981.

The second cost of living allowance shall be effective October 4, 1981, based on the difference between the Index figure of February, 1981 and the Index figure of August, 1981.

The third cost of living allowance shall be effective April 4, 1982, based on the difference between the Index figure of August, 1981, and the Index figure of February, 1982.

The fourth cost of living allowance shall be effective October 3, 1982, based on the difference between the Index figure of February, 1982 and the Index figure of August, 1982.

The fifth cost of living allowance shall be effective April 3, 1983, based on the difference between the Index figure of August, 1982 and the Index figure of February, 1983.

The basis of adjustments shall be one cent (1c) per hour allowance for every four tenths (.4) increase in the Index during the above stated reviews.

For the term of this Agreement, all classifications of employees hired before September 29, 1980, (excluding Customer Service Clerks) who have one (1) year service shall be covered by the provisions of a cost of living allowance, as set forth above.

## SUPPLEMENTAL AGREEMENT "A"

CUSTOMER SERVICE CLERK	1/1/81	1/1/82	1/1/83
(Hired after 10/1/80)			
1st 30 days -----	\$3.35	\$3.45	\$3.55
1 month - 6 months -----	3.45	3.55	3.65
Thereafter -----	3.55	3.65	3.75
(Hired prior to 10/2/80)			
1st 30 days -----	\$3.35	-	-
1 month - 6 months -----	3.50	-	-
Thereafter -----	3.65	3.75	3.75



This supplementary agreement is made and entered into this 29th day of September, 1980 between The Kroger Co. and the United Food and Commercial Workers International Union, Local No. 590.

It is agreed that a Customer Service employee is an employee whose duties are limited as described herein.

Employees classified as Customer Service Clerks shall bag sold merchandise, stock grocery bags and supplies at the check-outs, do general custodial work, outside maintenance, clean up broken merchandise, collection of bascart, perform price checks, and handle returnable containers. A Customer Service Clerk may be promoted to a part-time Cashier, Stock Clerk position on a temporary basis (during all or part of the period of May through September) at the appropriate Cashier, Stock Clerk rate of pay.

A Customer Service employee shall keep the check stands stocked with supplies, such supplies not to include merchandise offered for sale. A Customer Service employee may also handle merchandise when the customer brings it to the check-out stand and may assist the customer in removing merchandise from the bascart, package the merchandise, and assist the customer out of the store.

A Customer Service employee shall be scheduled to work a minimum of sixteen (16) hours per week if available and up to twenty-nine (29) hours per week.

Present full-time and part-time employee's hours shall not be reduced as a result of this clause. No lay-off of full-time or part-time employees may occur within the store until all Customer Service employees in the store have been laid off.

The terms of the collective bargaining agreement such as Union security and seniority shall apply, but Customer Service employees shall not receive benefits of a monetary nature, except for wages as specified herein. It is understood that benefits such as cost of living allowance, holidays, vacation, sick leave, health and welfare, pension, etc., are of a monetary nature and are not to be provided to the Customer Service employees. Seniority within job classification and within the store shall prevail.

When a Customer Service employee is promoted to regular part-time or full-time status, his seniority shall prevail from the date of hire for benefits and wages under the contract.

It is further understood that Customer Service employees shall be given preference by seniority, together with ability, practicability and availability, should an opening occur for a part-time employee and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees.

Customer Service employees dues structure under the Union Security clause shall be the same as that for part-time employees.

Any proven violation of these provisions which occur after notice from the Union shall result in the immediate revocation of same in that store and Customer Service employees in that store shall then be classified as part-time employees and all applicable benefits shall apply.

FOR THE UNION:

FOR THE EMPLOYER:

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**LOCAL NO. 590  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION  
AFL-CIO-CLC**

Suite 590, Building No. 1 — 201 Penn Center Blvd.  
Pittsburgh, Pa. 15235

Local 590 — Phone 412/824-8910

Health & Welfare — Phone 412/242-4344

Toll Free Numbers

Western Pa. 1-800—242-1626 or 1-800—892-7081

Ohio, Md., W. Va. 1-800—245-0762

**LOCAL 590 STAFF**

**JACK DRAPER**  
President

**RICHARD J. LUTZ**  
Secretary-Treasurer

**ADOLPH CONTE**  
Business Representative

**HAROLD DEIBLER**  
Business Representative

**PEARL ZIBREG**  
Business Representative

**GEORGE YURASKO**  
Business Representative

**ROBERT V. VAVRO**  
Director, Barbers & Cosmetologists Dept.

**DALE FATCHET**  
General Organizer



**PLEASE READ**

**PENSIONS —**

When inquiring about Pension Benefits please write  
Local #590, 590 Penn Center Building, 201 Penn Center  
Boulevard, Pittsburgh, Pa. 15235, or call 412/824-8910.

**HEALTH & WELFARE —**

For information covering Health & Welfare, write  
Local #590, 400 Penn Center Building, 201 Penn Center  
Boulevard, Pittsburgh, Pa. 15235, or call 412/242-4344.



**Your Business Representative is:**

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**Steward:**

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