

FEB 6 1981

1979-1981

AGREEMENT

By and Between

KROGER

and

**RETAIL CLERKS UNION
LOCAL 725**



Dear Member:

The many benefits contained in this contract are the direct result of continued membership in your Local, and the participation of the members in attaining the aims and objectives of this Union. This contract represents the improvements gained by the Union employees of your Company, who have actively participated in their Union meetings, have done their part to organize their unorganized competition, and by acquainting themselves with principles of unionization.

Every non-union store and non-union employee is a threat to any further improvements in your union contract. If you know a person working in a non-union store, please call your respective Union office and give his name and the store in which he works.

Only through regular attendance at Union meetings can you hope to gain the knowledge necessary to win further gains in wages, working conditions and other conditions of employment.

I would further like to advise our members that at any time they are being questioned by Management or outside agents representing management, that you have a right to have a Union Representative present and should so request that no questioning be done until a Union Representative is present. Persons who have not requested such representation have later regretted that they did not do so. It is your right to have your representative there.

Retail Clerks Union Local 725

I N D E X

RETAIL CLERKS UNIONS, LOCALS NO. 725 and 25

INDIANAPOLIS CLERKS

<u>ARTICLE I.</u>	<u>INTENT AND PURPOSE</u>	1
<u>ARTICLE II.</u>	<u>UNION SECURITY</u>	1
2.1	Coverage	1
2.3	Union Shop	1
2.4	Checkoff	2
2.5	Credit Union	2
2.6	A.B.C. Deduction	2
2.7	Union Visitation	2
2.8	Union Store Card and Buttons	2
2.10	New and Terminated Employees	2
2.12	Other Agreements	3
<u>ARTICLE III.</u>	<u>MANAGEMENT RIGHTS</u>	3
<u>ARTICLE IV.</u>	<u>DISPUTE AND ARBITRATION PROCEDURE</u>	3
4.1	Grievance Procedure	3
4.4	Discharge and Indefinite Suspension	4
4.6	Arbitration	4
4.13	Constructive Advice Records	5
4.19	Time Limits	6
<u>ARTICLE V.</u>	<u>NO STRIKE, NO LOCKOUT/PICKET LINE</u>	6
<u>ARTICLE VI.</u>	<u>WAGES</u>	6
6.1	Rates of pay	6
6.3	Other Work	7
6.4	Progression	7
6.5	Department Head Relief	7
6.6	Management Relief	7
6.7	Night Work	7
6.8	Office Work	7
6.9	Employee in Charge	7
6.10	Period Between Shifts	7
6.11	New Job Classification	8
<u>ARTICLE VII.</u>	<u>HOURS OF WORK</u>	8
7.1	Basic Workweek	8
7.2	Weekly Overtime	8
7.3	Daily Overtime	8
7.5	Sixth (6th) Day Overtime	8
7.6	Sunday Premium	8
7.7	Minimum Daily Work Schedule	9
7.8	Minimum Weekly Work Schedule	9
7.9	Lunch Hour	9
7.10	Rest Periods	9
7.11	Employer Meetings	9

<u>ARTICLE VIII.</u>	<u>WORK SCHEDULES</u>	9
8.1	Posting Work Schedules	9
8.2	Intent of Scheduling	10
8.3	Available Hours	10
8.4	Claiming of Hours	10
8.5	Desirable Shift Scheduling	10
8.6	Limiting Availability	11
8.7	Unlimiting Availability	11
8.8	Sunday Scheduling	11
8.9	Holiday Scheduling	12
8.10	Additional Hours	12
8.11	Replacement Hours	12
8.12	Procedure for Call-Ins (Additional & Replacement Hours)	13
8.14	Employees Working in More Than 1 Store	13
8.15	Scheduling Overtime	13
8.16	Split Shifts	13
<u>ARTICLE IX.</u>	<u>OTHER WORKING CONDITIONS</u>	13
9.1	Vendor Stocking	13
9.2	Management Work	14
9.4	Uniforms	14
9.5	Physical Examinations	14
9.6	Polygraph Tests	14
9.7	Employees on Duty	15
9.8	In-Store Work Related Injury	15
9.9	Time Cards	15
<u>ARTICLE X.</u>	<u>HOLIDAYS</u>	15
10.1	Days Observed	15
10.2	Computation of Holiday Pay (Unworked Legal)	15
10.3	Personal Holidays	15
10.4	Computation of Holiday Pay (Unworked Personal)	16
10.5	Mini Vacation	16
10.6	Additional Compensation	16
10.7	Holiday Premium (Worked Legal)	16
10.8	Holiday Workweek	16
10.9	Christmas - New Year's	16
<u>ARTICLE XI.</u>	<u>SENIORITY</u>	17
11.1	Determining Seniority	17
11.3	Application of Seniority*	17
11.4	Seniority Classifications	17
11.5	Night Stock Employees	18
11.6	Termination of Seniority	18
11.7	Seniority Lists	18
11.8	Promotions	18
11.9	Reduction in Hours - Metropolitan Indianapolis Area	19
11.13	Reduction in Hours - Outside Metro Indianapolis Area	19

11.15	Reduction in Hours in Order to Transfer	20
11.16	Layoff	20
11.19	Transfer Rules Re: Reduction of Hours & Layoff	21
11.23	Transfer Rights Over New Applicants	21
11.25	Expense of Transfer	21
<u>ARTICLE XII.</u>	<u>VACATIONS</u>	22
12.1	Vacation Entitlement	22
12.2	Vacation Eligibility	22
12.3	Computation of Vacation Pay	22
12.4	Effect of Holiday	22
12.5	Effect of Leave of Absence	22
12.6	Effect of Termination	23
12.8	Scheduling Vacation	23
<u>ARTICLE XIII.</u>	<u>NO DISCRIMINATION</u>	24
<u>ARTICLE XIV.</u>	<u>UNION COOPERATION</u>	24
<u>ARTICLE XV.</u>	<u>AUTOMATION</u>	25
<u>ARTICLE XVI.</u>	<u>SEPARABILITY</u>	26
<u>ARTICLE XVII.</u>	<u>LEAVES OF ABSENCE</u>	26
17.1	Sickness Injury or Pregnancy	26
17.2	Union Business	27
17.3	Military Leave	27
17.4	Personal Leave	27
17.5	Request for Leave of Absence	27
17.6	Returning From Leave of Absence	27
17.7	Effect of Leave of Absence on Seniority	27
<u>ARTICLE XVIII.</u>	<u>FUNERAL LEAVE - JURY DUTY</u>	28
18.4	Jury Duty	28
<u>ARTICLE XIX.</u>	<u>STORE CLOSING</u>	29
<u>ARTICLE XX.</u>	<u>UNION STEWARDS</u>	30
<u>ARTICLE XXI.</u>	<u>STORE SAFETY</u>	31
<u>ARTICLE XXII.</u>	<u>TRAVEL PAY</u>	31
<u>ARTICLE XXIII.</u>	<u>PENSION</u>	31
<u>ARTICLE XXIV.</u>	<u>HEALTH AND WELFARE</u>	31
<u>ARTICLE XXV.</u>	<u>EXPIRATION</u>	32
	SCHEDULE "A" WAGES	
	SCHEDULE "B" COST OF LIVING	
	SCHEDULE "C" DEFINITIONS	
	SCHEDULE "D" METRO INDIANAPOLIS GEOGRAPHICAL AREAS	
	SCHEDULE "E" COUNTY COVERAGE	
	SCHEDULE "F" NEW STORES	

TERM: May 20, 1979 through May 16, 1981

PREAMBLE

This Agreement mutually entered into this 6TH day of July, 1979, by and between The Kroger Co., Indianapolis Indiana, or its successors, hereinafter referred to as the Employer, and the Retail Clerks Locals No. 725 and 25 chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I. INTENT AND PURPOSE

1.1 The Employer and the Union each represent that the purpose and 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. UNION SECURITY

2.1 Coverage - The Employer recognizes the Union as the sole collective bargaining agent with respect to working conditions, rates of pay, hours and other terms and conditions of employment for all grocery department employees in the Employer's retail stores as classified in Schedule "A" attached hereto and made a part of this Agreement located in the counties listed in Schedule "E" attached hereto and made a part of this Agreement.

2.2 For the purpose of this Agreement, grocery department employees shall be all employees of the Employer not specifically exempted herein who are engaged in the handling or selling of items classified as groceries. Exempted are store manager, co managers, employees whose work is exclusively and wholly performed within the Meat Department, guards, professional and supervisory employees as defined in the Labor Management Relations Act of 1947 as amended.

2.3 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) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. For the purpose of this paragraph, the execution date of this Agreement shall be considered its effective date.

2.4 Checkoff - The Employer agrees to deduct initiation fees, dues and uniform general assessments from the wages of employees in the bargaining unit who are members of the Union and 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. Deductions will be made by the Employer from wages of employees on a weekly basis (weekly deductions will commence within 90 days of ratification) or the first pay period of each calendar month (as determined by the Local Union) and will be transmitted to the Union by the third (3rd) week of the same month.

2.5 Credit Union - Credit Union deductions will be made by the Employer. Before any money is deducted, the Union must provide the Company with a signed authorization form from the employee stating the amount to be deducted weekly. The Company will transmit this money monthly to the designated Retail Clerks Union Credit Union which will be located within the state of Indiana.

2.6 A.B.C. Deduction - Effective September 2, 1979, the Employer agrees to honor and to transmit to the Union contribution deductions to the RCIU Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency (weekly or monthly in accordance with section 2.4 above) specified on the political contribution deduction authorization cards.

2.7 Union Visitation - The manager of a store shall grant to any accredited official of the Union access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

2.8 Union Store Card and Buttons - The Employer agrees to display a Union Store Card and/or decal in a prominent place in its stores. The Union Store Card and/or decal is and shall remain the property of the Union.

2.9 Members of the Union may wear their Union buttons when on duty.

2.10 New and Terminated Employees - The Employer agrees to give the Union a list of new employees monthly showing employee's name, residence address, Social Security number, store number and date of employment, birthdate and rate of pay.

2.11 The Employer shall provide to the Union monthly, a list of terminated employees.

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

ARTICLE III. MANAGEMENT RIGHTS

3.1 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 other legitimate reasons, the right to study or introduce new or improved production methods or facilities (subject to the provisions of Article XIV, Section 14.3 and Article XV) and the right to establish and maintain rules and regulations covering the operation of the stores, 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.

ARTICLE IV. DISPUTE AND ARBITRATION PROCEDURE

4.1 Grievance Procedure - Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- STEP 1. By conference between the aggrieved employee, the Union Steward, the salaried Union representative, or both, with the manager of the store.
- STEP 2. By conference between the salaried Union representative and the Zone Manager. (STEP 2 shall be held within seven (7) calendar days after the conclusion of STEP 1. Failure of the Zone Manager to meet within such time limit, unless by mutual agreement, shall result in the grievance proceeding to STEP 3.)
- STEP 3. By conference between an official or officials of the Union and the Personnel Manager, or such other representative designated by the Employer.

STEP 4. In the event the last step fails to settle the difference, dispute or complaint satisfactorily, the Employer shall reply in writing to the Union's written grievance within seven (7) days from the conclusion of the Step 3 meeting.

4.2 No grievance will be considered or discussed which is presented later than twenty-one (21) calendar days after such has happened. Grievances if not settled in Step 1 in the above procedure, shall be reduced to writing with copies for the employee, the Union, the Personnel Manager and the Zone Manager. The time limitation above will not apply to wage claims which involve changes in classification, bracket increases, or a scheduled calendar wage increase. The Employer shall reduce to writing any grievances settled in Step 3 and shall submit same to the Union.

4.3 If satisfactory to both the Union and the Employer, Steps 1 and 2 of this grievance procedure may be dispensed with.

4.4 Discharge and Indefinite Suspension - The Employer may at any time discharge any employee for proper cause. The Employer shall notify the Union promptly of such discharge. The Union, if it wishes to contest the discharge shall file a grievance with the Employer within six (6) calendar days after notification. Such grievance shall be taken up promptly and if the Employer and the Union fail to agree, it may be referred to Arbitration. Should the arbitrator determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the arbitrator.

4.5 In discharge or indefinite suspension grievances, the Employer agrees to hold a Step 3 meeting within five (5) days (excluding weekends and holidays) after receipt of a Union request in writing to the Personnel Department for such meeting. In the event said meeting is not held within the time limit, the grieved employee shall be paid for each day after the five (5) days provided for above that the Employer fails to meet.

4.6 Arbitration - After receiving the Employer's written answer in Step 4 of the grievance procedure above, the Union, if it desires to proceed to arbitration, shall make its written request known to the Employer within sixty (60) days. Failure of the Union to request arbitration within the time limits stated above, shall cause the grievance to be resolved on the basis of the Employer's written Step 3 answer.

4.7 The parties hereby agree to use the following permanent panel of arbitrators:

1. Alex Elston
2. Carl Warns
3. Harry Berns
4. Marlin Volz
5. Martin Wagner
6. Peter Kelliher
7. Raymond Roberts

4.8 The seven arbitrators shall be maintained upon a list arranged in alphabetical order by first (1st) name. The Arbitrator will be assigned on the basis of rotation, starting at the top of the list, on a multi-Union (Locals 725, 25 and 550) basis.

Because of the above system of rotation, it shall not be necessary to notify the Arbitrators of their selection as members of the permanent panel.

4.9 The party seeking arbitration shall obtain from the Arbitrator available hearing dates and thereupon shall arrange a mutually satisfactory hearing date with the other party. If the Arbitrator is unable to hear the matter within forty-five (45) days, either party at its option may require that the next Arbitrator on the list be appointed, and that succeeding Arbitrators be appointed until an Arbitrator is selected who will hear the matter within forty-five (45) days. An Arbitrator who has been passed because of unavailability shall be removed to the bottom of the list.

4.10 In the event that any individual or two individuals named above are no longer capable of acting as an Arbitrator, the parties agree that the permanent panel shall consist of five or six Arbitrators as the case may be. Provided, however, that by mutual agreement the parties may add a new Arbitrator or Arbitrators to the permanent panel. In the event that more than two (2) individuals named above are no longer capable of acting as Arbitrators, the parties agree to meet for the purpose of seeking panel replacements. In the event the parties are unable to agree on panel replacements, they shall select Arbitrators for all future cases from panels submitted by the Federal Mediation and Conciliation Service.

4.11 The party desiring arbitration shall notify the other party, in writing, of its intention to arbitrate. Said party shall also notify, in writing, the appropriate Arbitrator of his appointment with a copy to the other party.

4.12 The decision of the Arbitrator shall be binding upon the Employer, the Union, and the aggrieved employee. The fees and expenses of the Arbitrator are to be born equally by the Union and the Employer.

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

4.13 Constructive Advice Records - When a constructive advice record or any other disciplinary action is to be discussed with an employee, the employee, upon request, shall have the Union Steward or salaried Union representative present.

4.14 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, the employee shall receive a copy thereof.

Any probationary period resulting therefrom shall be limited to a period not to exceed sixty (60) days. Additional periods of thirty (30) days may be imposed if necessary improvement is lacking and the employee and the Union shall be advised.

4.15 Any such constructive advice record not received by the Union within twenty-one (21) days of the consultation date shall be null and void.

4.16 Any constructive advice record which does not involve a disciplinary suspension and is more than twenty-four (24) months old, shall not be used in any disciplinary proceedings.

4.17 All constructive advice records shall be issued and signed by management personnel (non-bargaining unit employees).

4.18 Constructive advice records will be discussed with the employee no later than the employees first working day following issuance.

4.19 Time Limits - Any time limitation set forth in this Article may be extended by mutual agreement of both parties to this Agreement.

ARTICLE V. NO STRIKE, NO LOCKOUT/PICKET LINE

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

5.2 No employee shall be required to cross a legal picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, such action will be discussed with the Employer and notification given to the Employer shall be by registered mail. In case a picket line is officially recognized by the Union, employees shall not leave their jobs before completing the work at hand, disposing of perishable merchandise, and properly accounting for all money and other property in their custody.

ARTICLE VI. WAGES

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

6.2 It is agreed that no employee shall suffer a reduction of pay as a result of this Agreement.

6.3 Other Work - Employees shall perform any work ordered by supervision with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work, he has been regularly assigned to a lesser rate job and desires to retain such job rather than accept a layoff.

6.4 Progression - The Employer, when hiring employees at any of the wage brackets, agrees to advance said employee to the next highest bracket within such time as is designated in the wage schedule.

6.5 Department Head Relief - Any employee assigned to relieve a Department Head for a period of one (1) week or more shall receive the minimum contract rate for the relief job in effect in the store involved for such time spent on relief. When the Employer is aware a department head is going to be off work for any reason for one week or more, the Company will assign an employee to relieve the department head.

6.6 Management Relief - Relief of a member of store management by a member of this bargaining unit shall be on a voluntary basis. Employees who are requested to perform such relief work will be advised of the rate of pay and approximate schedule of work hours in advance.

6.7 Night Work - Forty cents (40¢) per hour additional compensation will be paid for all work performed between store closing time (or 10:00 p.m., whichever is sooner) and 6:00 a.m. Effective June 3, 1979, this additional compensation will be increased to fifty cents (50¢) per hour. Any employee working the majority of his hours during this period shall receive this additional compensation for all hours worked that day.

6.8 Office Work - Employees working in the office shall receive fifteen cents (15¢) per hour additional compensation for all hours spent working in the office.

6.9 Employee in Charge - Effective June 17, 1979, in any store in which a Store Manager and Co-Manager are absent from the store during store hours, except for lunch and rest breaks, the Employer shall designate one (1) employee as "Employee in Charge" who shall have limited responsibilities for the operation of the store. Such employee shall receive forty cents (40¢) per hour additional compensation for any hours worked as Employee in Charge during the basic workweek between the hours of 7:00 a.m. and 10:00 p.m. excluding Sunday and holidays.

6.10 Period Between Shifts - All employees shall have an unbroken rest period of not less than eight (8) hours between work periods. If an employee is called back during his eight (8) hour rest period, he shall be paid two (2) times his straight time hourly rate for all hours worked during his eight (8) hour rest period, except for employees who are working four ten (10) hour days in which the unbroken rest period will be ten (10) hours. This paragraph shall not apply to the week preceding or the week of a new store opening.

6.11 New Job Classification - In the event the Employer creates a new job or classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification, and the Employer shall notify the Union two (2) weeks prior to the implementation of such new job or classification.

ARTICLE VII. HOURS OF WORK

7.1 Basic Workweek - The basic workweek shall be forty (40) hours, Monday through Saturday, to be worked in five (5) days or less.

7.2 Weekly Overtime - All time worked in excess of the workweek as specified in Section 7.1 above shall be paid for at time and one-half (1½) the regular rates.

7.3 Daily Overtime - All work in excess of eight (8) hours per day shall be paid for at time and one-half (1½) the regular hourly rates except for night stock employees who have mutually agreed in writing with the Employer to work a weekly schedule of four (4) ten (10) hour days. 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 regular hourly rate.

No Pyramiding - Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

7.4 No employee will be required to accept time off as compensation for overtime.

7.5 Sixth (6th) Day Overtime - Any employee called into work the sixth (6th) day of any one (1) workweek shall be paid at the rate of time and one-half (1½) the regular hourly rate for all hours worked on the sixth (6th) day. For pay purposes, the sixth (6th) day shall be the employee's normally scheduled day off, unless the employee is scheduled to work six (6) days in one (1) workweek, in which case it shall be the sixth (6th) day in which work is performed by that employee.

7.6 Sunday Premium - Any employee who works on Sunday shall be paid double time (2x) for the hours worked on that day and shall not be considered as part of the basic workweek. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime. Sunday hours shall not be computed in qualifying or disqualifying for transfers.

7.7 Minimum Daily Work Schedule - Each employee who is scheduled or reports for work upon request is guaranteed not less than four (4) hours pay or work for that day at his applicable hourly rate, providing he does whatever work is assigned to him. The payment of four (4) hours shall not apply to employees whose hours of work are restricted by circumstances beyond the control of the Employer. This clause will in no way directly or indirectly interfere with an employee's right to be scheduled for the maximum number of hours nor in the employee's right to claim hours.

7.8 Minimum Weekly Work Schedule - An employee who is scheduled to work during any week shall be scheduled a minimum of eight (8) hours work. The eight (8) hours work requirement shall not be used to defeat the right of any employee to be scheduled or claim available hours. Similarly, the claiming of an employee's scheduled hours shall not defeat the right of the employee to receive eight (8) hours work.

7.9 Lunch Hour - Employees shall be granted one-half (½) hour uninterrupted period for meal time at approximately the middle of the working day. Every effort will be made so that this meal period shall not be scheduled until an employee has worked three (3) hours and the employee will not be required to work more than five (5) hours prior to beginning such meal period. (Employees who certify in writing that they desire the meal period of one (1) hour on a continuing basis shall be entitled to the hour meal period.) Meal periods will not be required unless an employee has been scheduled for seven (7) hours or more unless in conflict with State or Federal laws.

7.10 Rest Periods - All employees shall be entitled to one (1) fifteen (15) minute rest period. These rest periods shall be in lieu of and not in addition to previous informal rest periods. Rest periods will be scheduled in approximately the middle of each half shift. An employee who works more than four (4) hours will receive two (2) rest periods. No rest period shall be scheduled until the employee has worked at least one (1) hour except in emergency.

7.11 Employer Meetings - Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid accordingly. (The call-in provision in Article VII, section 7.7 shall not apply to store meetings.)

7.12 Employees will be required to wait on customers in the store at closing time.

ARTICLE VIII. WORK SCHEDULES

8.1 Posting Work Schedule - The hours for each employee shall be scheduled by the Employer. A working schedule for the

succeeding week shall be posted not later than 10:00 a.m. Friday of the current week. This schedule will be posted in ink and a copy will be given to the store steward. In the event such schedule is not posted by 10:00 a.m. Friday, the schedule for the preceding week shall prevail except in the week of a holiday.

No changes will be made, unless in accordance with other provisions of this Agreement, in the schedule for an employee who has averaged thirty (30) hours or more per week for eight (8) consecutive weeks, unless due to an emergency beyond the control of the Employer (such as fire, flood, and Acts of God).

No changes will be made unless in accordance with other provisions of this Agreement in the schedule of other employees without six (6) hours advance notice unless due to an emergency beyond the control of the Employer (such as fire, flood, and Acts of God).

Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

8.2 Intent of Scheduling - It is understood that the work schedules will be arranged so as to provide as many employees eight (8) hours per day schedules and as many employees forty (40) hours per week schedules as is consistent with the limitations set forth in Section 8.3 and with the further understanding that hours not consistent with the needs of the business will not be added to accomplish this objective.

8.3 Available Hours - Employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, (thirty-two (32) hours in a holiday week), in accordance with seniority, type of work and ability to perform the work assigned within the five (5) highest hour days in the week (four (4) highest hour days in holiday week), excluding Sunday and holidays.

8.4 Claiming of Hours - If a less senior employee is scheduled hours that a more senior employee is entitled to, the more senior employee must notify the Manager within twenty-four (24) hours after the posting of the schedule and the schedule will be changed accordingly.

In the event that an employee has not been scheduled in accordance with their seniority on more than two occasions, and further provided that this violation has been pointed out to the Store Manager, the 24-hour clause shall be null and void for this employee.

In the event the Employer refuses to change the schedule, employee(s) involved shall be paid doubletime (2) for all hours lost, provided it is a valid claim.

8.5 Desirable Shift Scheduling - The Employer will recognize seniority for the more desirable schedule of daily shifts including days off within each seniority classification. (Each em-

ployee will certify in writing of their continuing shift preference.) The application of this clause will not preclude store management from continuing to schedule the necessary shifts, considering the type of work available in the store and also considering the needs of the Employer to have qualified personnel on duty at all times, subject to all provisions of this Agreement. Senior employees may claim a more desirable schedule only within twenty-four (24) hours after the schedule has been posted. This will not apply to night stock crews.

8.6 Limiting Availability - Employees who are not available to work all hours under provisions of Sections 8.2 and 8.3 of this Article for bona fide reasons must notify the Store Manager in writing with a copy to the Union and the Personnel Department that they have voluntarily limited their availability. This limiting of availability will be for a minimum of four (4) months, (except for item 2 below of this Section which may be less than four (4) months). Bona fide reasons are limited to:

1. Restrictions due to being a student in an accredited institution.
2. Restrictions due to medical reasons supported by a doctor's statement for the employee or employee's dependent.
3. Any other reason mutually agreeable between the Union and the Employer's Personnel Department.
4. It is understood that an employee who may have limited their availability under the previous labor agreement for other reasons than set forth above, will be permitted to continue such limiting until revoked by the employee. Thereafter, such employee will be covered under items 1, 2 and 3 above.

All employees who limited their availability under the provisions of the previous labor agreement must reaffirm such limitation in writing by June 20, 1979. Any such employees who fail to do so by June 20, 1979, will be scheduled for all hours in accordance with their seniority and thereafter will no longer be covered under Item #4 above.

8.7 Unlimiting Availability - Employees (excluding students who are on summer vacation) who desire to unlimit their availability for work at the end of at least four (4) months, will notify the Store Manager in writing with a copy to the Union and the Personnel Department that they are available for all hours in accordance with their seniority. The Employer agrees to schedule said employee at the beginning of the second week after notification of the employee's unlimited availability of work.

8.8 Sunday Scheduling - Sunday work will be scheduled at least one (1) week in advance. Sunday work, when required, will be confined to the employees regularly assigned to the store involved, provided the employee has been scheduled hours during the basic work-week in which the Sunday schedule is posted. Such work shall be voluntary and rotated and allocated as equally as possible among the employees provided they are capable of performing the work required in each of the required classifications. For purposes of Sunday

work rotation only, department head classifications will be rotated among the regular clerk classifications (except Head Deli/Bakery which will be rotated among the regular clerks in their department. Should the Employer be unable to obtain enough voluntary workers, reverse seniority shall apply.

If an employee expresses an interest, in writing, for Sunday work and is not capable of performing the work required, such employee will be trained by seniority to perform the Sunday work required within a reasonable period of time (a minimum of four (4) such employees per store per thirty (30) days).

8.9 Holiday Scheduling - The Employer will post in each store a volunteer work list at least ten (10) days prior to any given holiday set forth in Article X. Employees desiring to work said holiday shall sign this listing. The Employer will schedule the necessary employees from this listing in accordance with seniority considering the classifications required and provided the employee is capable of performing the work required. Should the Employer be unable to obtain enough voluntary workers, reverse seniority shall apply.

8.10 Additional Hours - When additional hours (which are not on the posted schedule) become necessary, the store's most senior employee shall be offered the additional hours, provided such employee has the ability to perform the required work. If the most senior employee is already at work, when the additional hours become necessary and is scheduled less than eight (8) hours that day, such employee shall be offered the additional hours. If the most senior employee is not at work when the additional hours become necessary and a minimum of four (4) additional hours is required, such employee shall be offered the additional hours. If schedules of other employees necessitate changing because of the above process, such employee shall be offered, by seniority, the additional hours to the extent that their hours would be increased. The purpose of this process is to insure that the more senior employee (s) obtain the maximum number of additional hours within their ability to perform the required work.

8.11 Replacement Hours - When hours (which are on the posted schedule) become available due to absenteeism of the scheduled employee (s) and the Employer elects to replace some or all of the vacated hours, the Employer will first offer, by seniority, to increase the hours of employee (s) already on the schedule for that day.

If hours are still needed, the store's most senior employee (s) not scheduled or working that day shall be called and offered, by seniority, the necessary replacement hours, provided such employee has the ability to perform the required work, and provided the employee (s) can be contacted at the time the phone call is made.

If the Employer has twenty-four (24) hours advance notice of absenteeism, the hours shall be assigned as set forth in Article VIII, Section 8.10 above.

8.12 Procedure for Call-Ins (Additional & Replacement Hours) - The Employer will have such call-ins made at the Employer's direction in the following sequence:

1. The Union Steward, if on duty.
2. The Head Cashier, if on duty.
3. A member of the bargaining unit.

8.13 Such additional or replacement hours will not be required when such hours would necessitate the payment of daily or weekly overtime.

8.14 Employees Working in More Than One (1) Store - Employees will not be permitted or scheduled to work in more than one (1) store per week, unless a vacancy is created by absenteeism and where the Employer cannot fill the vacancy under Article VIII, Section 8.11 above.

8.15 Scheduling Overtime - Scheduled overtime shall be offered by seniority within each classification in each store. Daily overtime not previously scheduled shall be offered by seniority within the classification and the ability to perform the work in the store among employees present when the need for overtime arises.

8.16 Split Shifts - No employee shall be required or permitted to work a split shift schedule. A split shift is defined as two (2) work periods separated by more than the normal lunch 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.

ARTICLE IX. OTHER WORKING CONDITIONS

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

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

The following items are presently being stocked completely or partially by outside salesmen:

Cookies, Crackers and Snacks

Initial set-up of seasonal displays (not to include beverage displays)

Wholesale Distributors; i.e., Speciality

Foods, (not to include dietetic foods), Housewares, Toys,

Records, Soft Goods, Pet Supplies, Books, Stationery

Bakery Goods, Cigars, and Speciality Health and Beauty Aids

It is understood that Sections 9.1 and 9.2 below of this Article shall not apply in new or major remodeled stores through the first two (2) weeks of operation.

9.2 Management Work - In stores having both Managers and Co-Managers, the Employer agrees they will not be scheduled to check out customers' orders or stock shelves, (except (1) routine customer service, (2) any emergency occasioned by an accident, Act of God, or mechanical equipment failure which requires immediate remedial action, (3) MSI ordering, emergency basis only, (4) the ordering of bakery department product,) or any other work normally done by bargaining unit members. This does not prohibit Managers and Co-Managers from doing the above due to employees being absent and where no one is available to do the work.

9.3 In the event of a proven violation of Section 9.1 and 9.2 above, the Employer will pay to the employee filing the grievance the amount of time spent in such proven violation, but no less than one (1) hour's pay at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours pay, the employee filing the grievance will receive straight-time pay for the amount of time of the proven violation, but no less than one (1) hour's pay. In the event the Union files said grievance, the pay shall go to the more senior employee working at the store where the violation occurred.

9.4 Uniforms - Any uniform deemed necessary by the Employer for the 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 employee. Raingear will be provided for carry-outs.

9.5 Physical Examinations - In the event of a city ordinance or where the Company requires a physical examination for the employees, the cost of such examination shall be paid for by the Employer.

9.6 Polygraph Tests - No employee will be required to take a polygraph (lie detector) or voice or stress evaluator test.

9.7 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 except in cases of emergency, such as fire, flood, Acts of God, or because of employee illness.

9.8 In-Store Work Related Injury - Employees shall be paid for the balance of the shift in the event of an in-store work related injury, plus the next scheduled day, providing the doctor certifies that such additional time is necessary.

9.9 Time Cards - Bargaining unit employees shall be required to ring their own time cards immediately before beginning work and after stopping work. Employees shall not be permitted to ring another employee's time card.

Employee's time cards shall show the employee's job classification code.

ARTICLE X. HOLIDAYS

10.1 Holidays Observed - The following shall be recognized as legal holidays under the terms of this Agreement: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. If a holiday set forth in this paragraph occurs on a Sunday, the following Monday shall be observed for the purpose of computing holiday pay.

10.2 Computation of Holiday Pay (Unworked Legal) - Any employee who has averaged thirty (30) hours or more for the eight (8) weeks preceding any of the above legal holidays, shall be entitled to eight (8) hours pay for such day. Employees who have averaged less than thirty (30) hours in the eight (8) week period preceding the holiday and who have been employed for eight (8) consecutive weeks shall be entitled to holiday pay based on the average hours worked per day in the previous four (4) weeks (dividing the total hours worked by twenty (20) days) preceding the holiday or four (4) hours pay, at their classified straight-time rate of pay, whichever is greater. To be eligible for holiday pay, all employees must work the scheduled day before and the scheduled day after such holiday (except in the case of proven illness when employees shall receive holiday pay provided they have worked any part of the holiday week).

10.3 Personal Holidays - Employees with one (1) year or more continuous service shall receive a total of four (4) personal holidays. In cases where several of the employees select the same personal holiday, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times. Effective 1/1/80, eligible employees will receive an

additional personal holiday for a total of five (5) per year. These days may be taken as sick days where mutually agreeable between Employer and employee. Employees will receive these days prior to their next anniversary date of employment.

10.4 Computation of Holiday Pay (Unworked Personal) - Any employee who has averaged thirty (30) hours or more for the eight (8) weeks preceding a personal holiday shall be entitled to eight (8) hours pay for such day. Employees who average less than thirty (30) hours will be entitled to four (4) hours pay for such day.

10.5 Mini Vacation - Eligible employees may use the personal holidays as set forth in Section 10.3 above, once each year for a 3-day weekend mini-vacation. In cases where several of the employees select the same mini-week vacation, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times. Eligible employees shall give the Employer at least two (2) weeks notice.

10.6 Additional Compensation - When computing holiday pay as provided for in Section 10.2 and 10.4 above, the Employer agrees to pay the employee any additional compensation as provided for in Article VI, Sections 6.7, 6.8 and 6.9 that the employee would have normally received had the day not been a holiday.

10.7 Holiday Premium (Worked Legal) - Any employee who works on any of the holidays listed in Section 10.1 of this Article shall be paid double time (2x) for the hours worked on that day. There will be no pyramiding of this premium pay and any hours paid for at this premium pay will not be counted in computing overtime.

10.8 Holiday Workweek - No employee shall be required to work more than thirty-two (32) hours in a holiday week. Any employee who works thirty-two (32) hours in a holiday week shall receive eight (8) hours holiday pay. Any employee who works more than thirty-two (32) hours in a holiday week shall receive time and one-half (1½) for all hours worked in excess of thirty-two (32).

10.9 Christmas - New Year's - No employee shall be required to work past 6:00 p.m. on Christmas Eve or New Year's Eve. Such work after 6:00 p.m. if deemed necessary by the Employer will be performed by employees on a voluntary basis. In the event a sufficient number of employees fail to volunteer, then reverse seniority shall apply.

No employee will be required to work on Christmas Day.

ARTICLE XI.

SENIORITY

11.1 Determining Seniority - Seniority shall be defined as length of continuous employment with the Employer and shall begin with the employee's most recent date of employment within the bargaining unit in the jurisdiction of the Local Union.

No employee shall acquire seniority until employed by the Employer for at least thirty-one (31) days, after which seniority shall start with the date of employment.

11.2 If two (2) or more employees have the same seniority date, the employee who punches in first will be the more senior. In the event that the Employer has no records available to determine who punched in first, or if the question of seniority arises after one (1) year of employment, the employee or employees involved with the lowest sequence of the last four (4) digits of the social security number shall be considered to be the more senior.

11.3 Application of Seniority - In lay offs, recalls, promotions and transfers, the principle of seniority shall apply as hereinafter provided for in this Agreement.

11.4 Seniority Classifications - Each employee shall accrue seniority within the following department classifications:

1. Department Heads (Department Head seniority will be within each separate Department Head classification.)
2. All regular clerks (cashiers, stockers, produce, dairy, frozen food and non-food)
3. Bakery and/or deli clerks
4. Utility Clerks
5. Demonstrators
6. Floral Department

Employees working in any of the classifications set forth in this Section above in sub-paragraphs 3, 4, 5 and 6 may exercise their seniority rights over new applicants for food clerk classification. Any of these employees who exercise their seniority rights into the food clerk classification will be placed into the next, highest wage bracket above their then current rate of pay.

Department Heads shall have two (2) seniority dates, to wit, a date of hire and a date of promotion to the current classification. In the event of lay offs, Department Heads shall be laid off within their Department Head classification based upon date of promotion and shall be reduced to Regular Clerk based upon date of hire. Their seniority date shall be their most recent date of hire.

Qualified Utility Clerks may exercise their seniority rights over new applicants to obtain a clerk job vacancy. The promoted Utility Clerks shall have two (2) seniority dates, to wit, the date of promotion and the date of hire. In the layoff of Regular Clerks (who were promoted from Utility Clerks), the promotion date shall be used. For seniority purposes, a regular clerk who elects to accept a Utility Clerk classification, rather than accept a layoff, will revert back to original date of hire. However, if such employee is reclassified back to regular clerk within six (6) months, then such employee will retain his previous regular clerk seniority date.

11.5 Night Stock Employees - Effective June 20, 1979, night stock employees with one (1) year of service on the night stock crew may exercise their seniority rights in transferring (a minimum of one (1) employee each sixty (60) calendar days) to day hours over any less senior employee in their store and the Employer will offer a reasonable period of training to accomplish this transition. Such employees must advise the Employer in writing of their desire for day hours.

11.6 Termination of Seniority - Seniority of employees shall be terminated for any of the following reasons:

1. Voluntary resignation
2. Discharge for proper cause
3. Absent from work due to a layoff for a period of nine (9) months with the exception of one (1) year due to Acts of God.
4. Failure to report back to work within seven (7) calendar days after receiving notification to return from work following layoff by certified mail to the employee's last known address.

11.7 Seniority Lists - Agreed upon seniority lists shall be established and maintained and kept current and such records shall be available to the Union at all times.

11.8 Promotions - Promotions to department head positions shall be based on seniority, previous work experience and qualifications based on past performance criteria.

The Employer will post in each store, notification of the position to be filled seven (7) days or more prior to filling the position. Such notification will identify the date this position will be filled and the store location.

Employees, interested in being considered for department head positions, shall notify the Personnel Department and the Union in writing, of their interest, within five (5) days following such posting, or may maintain on file with the Personnel Department and Union a permanent request for a particular position.

Promoted employees shall be granted a thirty (30) day trial period in the new position. Employees unsuccessful in qualifying on the new position shall be removed from the position and be governed by all applicable terms and conditions of this Agreement.

Employees disqualified from the department head position shall not be eligible to be considered for a like position for a minimum of six (6) months.

No employee shall be demoted from a department head without just cause.

11.9 Reduction in Hours - Metropolitan Indianapolis Area - Employees who have worked thirty-eight (38) regular hours per week for eight (8) weeks who have their hours reduced through no fault of their own shall have the opportunity to transfer to another store to maintain their forty (40) hours status, within their geographical groupings as set forth in Schedule D of this Agreement. Basis of the transfer would be the replacement of the least senior forty (40) hour employee in that geographical grouping performing similar work.

11.10 Employees who have averaged thirty (30) hours or more for eight (8) consecutive weeks whose hours are reduced through no fault of their own as set forth in Section 11.15 of this Article will have the opportunity to transfer to another store within their geographical grouping. Basis of the transfer would be the replacement of the newest employee who has worked an average over thirty (30) hours for the preceding eight (8) week period on the seniority list within the geographical grouping performing similar work.

11.11 Employees working less than thirty (30) hours whose hours are reduced through no fault of their own as set forth in Section 11.15 of this Article shall have the opportunity to transfer to another store within their geographical grouping. Basis of the transfer would be the replacement of the newest employee on the seniority list within the geographical grouping performing similar work.

11.12 The least senior employee who is replaced as a result of the above shall be reduced within that store or may upon written request to the Employer, with copies to the Union, replace the least senior employee in his hours group as set forth in Section 11.9, 11.10 and 11.11 above performing similar work within the Metropolitan Indianapolis Area.

11.13 Reduction in Hours - Outside Metro Indianapolis Area Employees whose hours have been reduced through no fault of their own and who have transfer rights as set forth in Sections 11.9, 11.10 and 11.11 above will be transferred on the same basis with the exception they will replace the least senior employee performing similar work in a store closest to their residence.

11.14 The least senior employee who is replaced as a result of Section 11.13 above shall be reduced within that store or may, upon written request to the Employer, with copies to the Union, replace the least senior employee as set forth in Sections 11.9, 11.10 and 11.11 above performing similar work in the jurisdiction of the Local Union.

11.15 Reduction in Hours in Order to Transfer - Employees who are involuntarily reduced in hours by more than five (5) hours per week during the basic workweek, Monday through Saturday, (from the "base period") for two (2) weeks and whose hours are reduced by five (5) hours or more for the third (3rd) week when the schedule is posted for the third (3rd) week, will be eligible to transfer as set forth in Sections 11.9 through 11.12, 11.13 and 11.14 of this Article. The "base period" is defined as average weekly hours worked for the immediate three (3) week period which precedes the hours reduction. This paragraph will not apply to employees who are temporarily working additional hours due to replacement of absent employee.

In the event of a reduction in hours which is less than set forth in this Section above, the employee shall not have the store transfer rights, but shall be limited to the claiming of hours as set forth in Article VIII, Section 8.4 of this Agreement.

11.16 Layoff - Employees permanently laid off through no fault of their own shall have the opportunity to transfer to another store on the same basis as set forth in Section 11.9 through 11.12 and 11.13 and 11.14 above. For the purpose of a transfer, a permanent layoff is defined as a period of two (2) consecutive weeks of no work.

If there is no less senior employee performing similar work, then the employee may transfer and replace the least senior employee and the Employer shall offer the employee a reasonable period of training or the employee may exercise his seniority as set forth in Section 11.17 below.

11.17 An employee who is laid off for more than one (1) week in their respective classification may claim, within the employee's store only, the hours worked by the least senior employee within their classification. If the hours claimed involved work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training.

It is understood that training hours are over and above the normal work schedule and no employee will suffer a reduction in hours due to training hours. These hours will not be claimed by another employee.

11.18 In the event that an employee has no transfer rights within the geographical grouping, they may exercise their rights within the Local jurisdiction as set forth above.

11.19 Transfer Rules Re: Reduction of Hours & Layoff - When an employee exercises their transfer rights as set forth above, the transfer will be based upon the latest information that is available within the last eight (8) weeks at the time the transfer is requested.

11.20 If the eligible employee does not advise the Employer in writing within twenty-one (21) days of his intent to transfer, he shall forfeit all rights to the transfer. Any transfer involved will be at the employee's expense.

11.21 The Employer will arrange the transfer at the beginning of the second (2nd) week after the request by the eligible employee.

In case of store closing, displaced employees will be transferred the week following the store closing.

11.22 The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

11.23 Transfer Rights Over New Applicants - Employees who desire to increase or maximize their hours shall notify the Personnel Department with a copy to the Union in writing of their desire and set forth the store numbers in which they would be willing to transfer to in order to maximize their hours.

The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification.

11.24 Employees who desire to transfer to a store closer to their residence shall notify the Personnel Department with a copy to the Union in writing of their desire and set forth the store number they desire to transfer to.

The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification.

11.25 Expense of Transfer - Any transfer as provided for in this Section of the Agreement shall be at the employee's expense. The employee will continue to work on a reduced hours basis until the transfer has been completed.

ARTICLE XII.

VACATIONS

12.1 Vacation Entitlement - Employees will be entitled to vacations according to the following schedule:

1 year of continuous service	1 week vacation
2 years of continuous service	2 weeks vacation
8 years of continuous service	3 weeks vacation
15 years of continuous service	4 weeks vacation
20 years of continuous service	5 weeks vacation

12.2 Vacation Eligibility - An employee will be eligible for a one (1) week vacation as of the first (1st) anniversary of continuous service, provided he has completed one (1) year of continuous service as of that date.

After qualifying for his first (1st) one (1) week vacation, an employee who has completed one (1) year of continuous service (but less than two (2) years) prior to January 1, is eligible for one (1) week vacation as of January 1.

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

Employees qualifying for additional weeks of vacation shall do so on the same basis set forth above.

12.3 Computation of Vacation Pay - Vacation pay for eligible employees shall be computed on the basis of the total number of hours worked in the vacation qualifying year divided by fifty-two (52) to a maximum of forty (40) hours straight-time pay for each week of vacation in accordance with Section 12.1 of this Article. (Weeks not worked due to paid vacation, sick leave, or other authorized leave of absence shall be excluded from the divisor). Employees who have averaged thirty-eight (38) hours or more per week under the provisions of this paragraph will receive forty (40) hours pay for each week of vacation.

12.4 Effect of Holiday - If a holiday occurs during the period of any employee's vacation, that employee shall (upon mutual agreement) be entitled to an extra day for his vacation or straight-time pay. Basis to determine holiday pay shall be any employee who has averaged thirty (30) hours or more for eight (8) weeks preceding a holiday shall be entitled to eight (8) hours pay for such day. Employees who average less than thirty (30) hours will be entitled to four (4) hours pay for such day.

12.5 Effect of Leave of Absence - Leaves totaling ninety (90) days or less in any calendar year shall not affect a vacation earned in that year; leaves totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$); leaves totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall

reduce vacation and vacation pay by one-half ($\frac{1}{2}$); leaves totaling more than two hundred seventy (270) days shall disqualify for vacation. In the event an employee is off work because of illness, pregnancy and/or injury, the Employer shall count all time off through one hundred twenty (120) days as time worked for the purpose of computing vacation payments. For time off in excess of one hundred twenty (120) days, the above formula shall apply.

Employees who are on leave of absence and not receiving or eligible for time lost benefits from the Health & Welfare Trust shall be entitled to take any earned vacation and vacation pay due the employee during a leave of absence.

Employees who received vacation pay while on leave of absence as set forth above, shall not be required to take time off after returning from leave of absence.

12.6 Effect of Termination - Upon termination of employment after one (1) year of employment, the employee shall be paid earned vacation pay as follows:

Annual vacation pay then due the employee but unpaid, plus pro-rata vacation pay, on the additional week, if such employee would have qualified for an additional week's vacation as of their next anniversary date provided the employee is not discharged for proven dishonesty.

12.7 Vacation pay will be paid in advance.

12.8 Scheduling Vacation - Vacations must be scheduled in the calendar year except where necessary, vacations which fall due in November or December may be carried over to January of the next year if mutually agreed between the Employer and the employee; no employee shall be given pay in lieu of vacation.

12.9 Choice of vacation dates will be granted on the basis of seniority any time during the calendar year. In cases where several of the employees select the same week or weeks for vacation, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times. The Employer will post a notice effective February 1st of each calendar year and the employees will sign the roster as to the choice of vacation. This list will remain posted until March 31 of each calendar year.

Any employee who fails to sign such roster prior to March 31 will be permitted to take vacation at a time that will not interfere with the other employees established vacation period.

12.10 When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the Employer.

12.11 Vacation dates for bargaining unit employees will not be affected by the vacations of non-bargaining unit employees, except for Department Heads.

12.12 Employees entitled to more than one (1) week's vacation, shall be permitted to take two (2) weeks consecutively by seniority any time during the calendar year. If more than two (2) consecutive weeks are requested due to extended trips, illness, or any other acceptable reason, it shall be by mutual agreement between the employee, the Employer and the Union.

12.13 Employees will not be permitted to work during their vacation. Employees allowed to work during their vacation will receive double time (2x) for all hours worked except as set forth in Section 12.5 paragraphs 2 and 3 above.

ARTICLE XIII. NO DISCRIMINATION

13.1 The Employer and the Union agree that there shall be no discrimination against any employee for reasons of sex, race, creed, color, age, national origin or union activity.

13.2 Any reference in the Agreement to the words "he" or "his" shall be applicable to both male and female sex.

ARTICLE XIV. UNION COOPERATION

14.1 The Union agrees to encourage its members to uphold all rules and regulations of the Employer with regard to punctual and steady attendance, proper and sufficient notification in case of absences, conduct on the job, proper care of equipment, prevention of waste and other reasonable rules and regulations established by the Employer, and not in conflict with the Agreement.

14.2 The Union recognizes the need of 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, (subject to the provisions of Section 14.3 below) in suggesting improved methods, and in the education of its members on the necessity for changes and improvements.

14.3 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. (See Article XV).

ARTICLE XV. AUTOMATION

15.1 The Employer and the Union recognizes 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 installations of such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer sixty (60) days prior to installation.
- 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 employees who average thirty (30) hours or more per week for the preceding eight (8) consecutive weeks would be displaced by such installation, the Employer will make every effort to affect a transfer.
- E. If an employee who averaged thirty (30) hours or more per week for eight (8) consecutive weeks is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:
 - (1) The employee (except Utility Clerks) had two (2) or more years of service in which he averaged thirty (30) hours or more per week for eight (8) consecutive weeks.
 - (2) Does not refuse a transfer first within the mutually agreed upon geographical grouping and then within the Local Union jurisdiction.
 - (3) Does not refuse to be retrained.

- (4) Such action does not occur more than six (6) months from date of installation.
- (5) Does not voluntarily terminate employment.
- F. Employees who have averaged thirty (30) or more hours per week within the two (2) years preceding the installation of such equipment would receive severance pay in the amount of one (1) week's pay for each year over two (2) years up to a maximum of eight (8) weeks.
- G. Severance pay would equate the average number of hours worked the four (4) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

ARTICLE XVI

SEPARABILITY

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

When an eligible employee (an employee who has averaged thirty (30) hours or more per week for the preceding eight (8) week period) is separated for incompetence, or who is permanently laid off due to a discontinuance of the job, or reduction in force, shall be entitled to one (1) week's notice or one (1) week's pay in lieu of notice, except in cases of dishonesty, drinking on the job, being under the influence of liquor on the job, use of illegal drugs, gross insubordination or discourtesy to customers. This is in addition to any other pay or benefits employees may be entitled to.

ARTICLE XVII.

LEAVES OF ABSENCE

17.1 Sickness, Injury or Pregnancy - A leave of absence because of sickness, injury or pregnancy not to exceed ninety (90) days shall be granted to employees with thirty (30) days or more of continuous service upon written request supported by proper medical evidence. Extension will be granted up to ninety (90) days at a time for a cumulative total of two (2) years, if requested and granted in writing supported by proper medical evidence prior to each expiration.

Prior to returning to work, employees who were on leave of absence due to sickness, injury or pregnancy, must provide to their Employer a statement from the attending physician which states the date the employee may safely return to work.

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

17.3 Military Leave - Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act.

17.4 Personal Leave - Any employee with thirty (30) days continuous service shall be granted a leave of absence up to thirty (30) days for an urgent or compelling reason but not for the purpose of engaging in gainful employment elsewhere. Personal leave may be extended at thirty (30) day intervals up to a maximum of ninety (90) days, by mutual agreement between Employer and Union.

No leave of absence will be granted to any employee for the purpose of trying out another job or to venture into business for himself. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

17.5 Request For Leave of Absence - All leave of absences in excess of fourteen (14) days, must be requested in writing to the Personnel Department with a copy to the Store Manager.

Any employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved unless there is a reasonable cause which does not permit the employee to submit a timely written request.

17.6 Returning From Leave of Absence - Upon return to work from a leave of absence, an employee shall be restored to the job previously held, or a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to Thursday 4:00 p.m. of any week, the employee shall be restored to work to begin not later than the following Monday. If notice of availability for work is given after Thursday 4:00 p.m. of any week, the Employer is required to schedule the employee on the second (2nd) Monday following the posting of the schedule.

17.7 Effect of Leave of Absence on Seniority - Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss of seniority. Failure to report back to work at the end of a leave of

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.

ARTICLE XVIII. FUNERAL LEAVE - JURY DUTY

18.1 In case of a death in the immediate family of any employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances up to a maximum of three (3) scheduled days, (except in cases of death of spouse, parent, or child, the employee shall be allowed up to four (4) scheduled days), but in no case will he receive more than his normal week's pay except that any daily overtime worked in such week will be paid even though this brings his total pay to more than the pay for a normal week. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, or any other relative residing with the employee. In case of a death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral.

If an employee is notified of a death of his spouse, parent or child while at work, he shall be granted the remainder of the day off and paid for scheduled work hours. This shall not be counted as part of the above four (4) days.

18.2 Employees must attend the funeral in order to qualify for pay as outlined in this Section.

18.3 No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of Section 18.1 above.

18.4 Jury Duty - When an eligible employee (an employee who has averaged thirty (30) hours or more per week for the preceding eight (8) week period) is summoned for jury service, he will be excused from work for the day on which he reports (providing he has been scheduled for that day) and shall be recompensed for any loss in income, based on a standard workweek and his classified straight-time hourly rate of pay.

This shall apply only when an eligible employee is summoned and reports and/or serves and shall not apply if he voluntarily offers his services as a juror.

18.5 No payment shall be made to the employee unless he advises the Store Manager not later than the next scheduled workday as to the jury summons. Before any payment shall be made to any employee, he shall present to the Store Manager proof of the jury summons, time served and amount of compensation received. When an employee (with the exception of night clerk employees) is released for a day or part of a day during any period of jury duty and they have more than the majority of their work schedule remaining, they shall report to their store and work the balance of their schedule.

Night clerk employees serving on jury duty will be given the night off with pay either before or after the day of jury duty depending upon the work schedule of the employee so as to allow the maximum period of unbroken rest.

18.6 Time spent by employees who are required to testify and/or assist the Employer in court will be considered as time worked.

ARTICLE XIX.

STORE CLOSING

19.1 In the event the Employer closes or sells a store, employees shall have the right to transfer to another store of the Employer in accordance with Article XI, Sections 11.6 through 11.8 of this Agreement; or, at their option (except stores being closed due to replacement store), the right to receive severance pay computed as follows: one (1) week's pay for each year of continuous service commencing with the second (2nd) year for employees working eight (8) weeks over thirty (30) hours and the seventh (7th) year for employees working eight (8) weeks less than thirty (30) hours up to, but not to exceed, eight (8) weeks pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, they will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) per cent of week's pay
3-6 months equals fifty (50) per cent of week's pay
6-9 months equals seventy-five (75) per cent of week's pay
over 9 months equals one (1) week's pay.

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

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

19.3 Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

19.4 All monies due employees shall be paid in a lump sum upon termination of lay off.

19.5 An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

An employee who does not accept severance pay shall retain his recall rights for a period of nine (9) months at which time he shall receive severance pay.

19.6 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 the employee shall have the option of accepting the job or the severance pay.

19.7 The Employer agrees to give the employees and the Union two (2) weeks notice in advance of a store closing or sale.

19.8 Letters of recommendation will be given to all laid off employees at time of layoff.

19.9 The Company agrees to recall any laid off employees in any new location opened under the jurisdiction of the Local Union covered by this Agreement.

19.10 Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

ARTICLE XX. UNION STEWARDS

20.1 Where store operation is not adversely affected, the appointed steward will not be scheduled to work later than 6:00p.m. on the night (not more than one (1) per month) of the regular Local Union meeting. The steward must notify the Store Manager prior to the posting of the schedule for the week in which the meeting occurs.

20.2 The Employer agrees to schedule the Union Steward off with pay one (1) day per year for the purpose of attending a Union Steward seminar. The Union agrees to notify the Company at least seven (7) days in advance of such seminar. This benefit shall not exceed one (1) day off per store, per calendar year. The Union Steward shall sign an attendance record and said record will be mailed to the Personnel Office.

20.3 In case of a reduction in help, the Union Steward shall be the last person laid off in their classification in the store in which they work.

ARTICLE XXI. STORE SAFETY

21.1 Employees will not be required to use equipment that may pose a serious hazard to their safety or health due to poor condition or repair. If equipment is not working properly or is in need of service or repair, employees should bring it to the attention of Management, so that arrangements for repairs can be made.

ARTICLE XXII. TRAVEL PAY

22.1 In case of temporary transfer, the employee involved shall be reimbursed on travel expenses at the rate of fifteen cents (15¢) per mile. Travel pay will be determined based upon any additional miles the employee travels from his home store.

ARTICLE XXIII. PENSION

23.1 The Employer agrees to contribute twenty-nine cents (29¢) per hour on all hours paid up to a maximum of forty (40) hours per week for all employees who have completed their probationary period.

Effective March 1, 1980 (based on February hours), the contribution shall be increased to forty cents (40¢) per hour for all hours paid up to a maximum of forty (40) hours worked.

23.2 Contributions shall be made to the Indiana Area Retail Clerks Union and Food Employer Joint Pension Trust Fund 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 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. HEALTH AND WELFARE

24.1 The Employer agrees to contribute to the Indiana Area Retail Clerks Union Locals and Retail Food Employer Health &

Welfare Trust Fund, thirty-four cents (34¢) per hour on all hours paid up to a maximum of forty (40) hours per week for all employees who have completed their probationary period.

Effective August 1, 1979 (based on July hours), the contribution shall be increased to thirty-nine cents (39¢) per hour for all hours paid up to a maximum of forty (40) hours worked.

Effective January 1, 1980 (based on December hours), the contribution shall be increased to forty-seven cents (47¢) per hour for all hours paid up to a maximum of forty (40) hours worked.

Effective August 1, 1980 (based on July hours), the contribution shall be increased to fifty-three cents (53¢) per hour for all hours paid up to a maximum of forty (40) hours worked.

Effective January 1, 1981 (based on December hours), the contribution shall be increased to fifty-nine cents (59¢) per hour for all hours paid up to a maximum of forty (40) hours worked.

24.2 The Trustees shall take steps necessary to retain U.S. Treasury Department approval so that contributions by the Employer qualify as a tax deduction in accordance with applicable laws or regulations.

ARTICLE XXV. EXPIRATION

25.1 This Agreement shall continue in effect from May 20, 1979 through May 16, 1981, 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 the expiration date or any anniversary date thereafter of a desire for termination of or changes in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized officers this 6TH day of July, 1979.

FOR THE UNION:

FOR THE EMPLOYER:

Dan Lessons
Russell Luter

James C. Bas/cm

SCHEDULE "A" WAGES

(Excluding Columbus and Bedford, Indiana)

COLA

Effective
5/20/79

Effective
5/18/80

Effective
11/16/80

I.	<u>FOOD CLERKS</u> (On pay- roll prior to <u>5/20/79</u>)			
	Start	\$4.87	\$5.17	See Schedule "B"
	After 6 months	5.32	5.67	
	After 12 months	5.72	6.12	
	After 18 months	6.52	6.97	
	After 24 months	7.50	8.00	
II.	<u>FOOD CLERKS</u> (Hired after <u>5/19/79</u>)			
	Start	3.65	3.85	
	After 6 months	4.00	4.20	
	After 12 months	4.55	4.75	
	After 18 months	5.20	5.55	
	After 24 months	5.87	6.17	
	After 30 months	6.62	7.07	
	After 36 months	7.50	8.00	
III.	<u>DELI/BAKERY CLERKS</u> (On payroll prior to <u>5/20/79</u>)			
	Start	4.65	4.95	
	After 6 months	4.95	5.25	
	After 12 months	5.25	5.55	
	After 18 months	5.55	5.85	
	After 24 months	5.87	6.27	
IV.	<u>DELI/BAKERY CLERKS</u> (Hired after <u>5/19/79</u>)			
	Start	3.65	3.85	
	After 6 months	4.00	4.20	
	After 12 months	4.55	4.75	
	After 18 months	4.95	5.25	
	After 24 months	5.25	5.55	
	After 30 months	5.55	5.85	
	After 36 months	5.87	6.27	
V.	<u>UTILITY CLERKS</u>			
	Start	3.20	3.45	
	After 6 months	3.35	3.50	
VI.	<u>DEMONSTRATORS</u>			
	Start	3.25	3.45	
	After 6 months	3.60	3.80	
	After 12 months	4.00	4.25	

SCHEDULE "A" WAGES continued
 (Excluding Columbus and Bedford, Indiana)

	Effective <u>5/20/79</u>	Effective <u>5/18/80</u>	COLA Effective <u>11/16/80</u>
VII. <u>HIGH SCHOOL STUDENTS</u> (On payroll prior to <u>5/20/79</u>)			
Start	\$3.90	\$4.00	See Schedule "B"
After 6 months	4.10	4.25	
After 12 months	4.35	4.50	
VIII. <u>FLORAL CLERK</u> (On payroll prior to <u>5/20/79</u>)			
Start	4.37	4.57	
After 6 months	4.67	4.87	
After 12 months	5.27	5.67	
IX. <u>FLORAL CLERK</u> (Hired after <u>5/19/79</u>)			
Start	3.65	3.85	
After 6 months	3.90	4.10	
After 12 months	4.15	4.35	
After 18 months	4.40	4.60	
After 24 months	4.70	4.90	
After 30 months	5.27	5.67	
X. <u>PRODUCE DEPT. HEAD</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XI. <u>GROCERY DEPT. HEAD</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XII. <u>HEAD CASHIER</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XIII. <u>DAIRY DEPT. HEAD</u>	7.79	8.29	
XIV. <u>DELI/BAKERY DEPT. HEAD</u>	7.79	8.29	
XV. <u>FROZEN FOOD DEPT. HEAD</u>	7.79	8.29	

- A. High School students in Group VII above on the payroll prior to 5/20/79 will, upon graduation from High School (or the date when such employee would have normally graduated), advance to the next higher wage progression bracket under Group II above and thereafter advance as a Food Clerk as provided for under the terms of this Agreement.

SCHEDULE "A" WAGES continued
(Excluding Columbus and Bedford, Indiana)

- B. Employees who have progressed into or have been hired into any of the classifications above providing for progression steps (i.e., 0 - 6 months, 6 - 12 months, etc.) shall be required to work twenty-six (26) weeks in each progression step before moving into the next progression step. For the purpose of progression, each week that the employee performed some work will be counted in determining the twenty-six (26) week period.
- C. Employees working in any of the above classifications may exercise their seniority rights over new applicants for the Group II Food Clerk classification. Any employee(s) who exercise their seniority rights into the Group II Food Clerk classification will be placed into the next highest bracket above their then current rate of pay.
- D. Frozen Food Dept. Head (Group XV) will be required only in stores having a weekly sales volume in excess of \$125,000. Weekly sales volume will be established at the end of the Kroger 4th period and will be reviewed again and adjusted at the end of each 4th period thereafter.
- E. Deli/Bakery Clerks on the payroll as of May 15, 1976 and on the Group I Food Clerk rates shall receive increases effective 5/20/79 and 5/18/80 in accordance with the Group I Food Clerk wage schedule.

SCHEDULE "A" WAGES - COLUMBUS

	<u>Effective</u> <u>5/20/79</u>	<u>Effective</u> <u>5/18/80</u>	<u>COLA</u> <u>Effective</u> <u>11/16/80</u>
I. <u>FOOD CLERKS</u> (On payroll prior to <u>5/20/79</u>)			
Start	3.65	3.85	See Schedule "B"
After 6 months	4.00	4.20	
After 12 months	4.87	5.17	
After 18 months	5.32	5.67	
After 24 months	5.87	6.17	
After 30 months	6.62	7.07	
After 36 months	7.50	8.00	
II. <u>FOOD CLERKS</u> (Hired after <u>5/19/79</u>)			
Start	3.65	3.85	
After 6 months	4.00	4.20	
After 12 months	4.55	4.75	
After 18 months	5.20	5.55	
After 24 months	5.87	6.17	
After 30 months	6.62	7.07	
After 36 months	7.50	8.00	
V. <u>UTILITY CLERKS</u>			
Start	3.20	3.45	
After 6 months	3.35	3.50	
VI. <u>DEMONSTRATORS</u>			
Start	3.25	3.45	
After 6 months	3.60	3.80	
After 12 months	4.00	4.25	
VII. <u>HIGH SCHOOL STUDENTS</u> (On payroll prior to <u>5/20/79</u>)			
Start	3.20	3.45	
After 6 months	3.45	3.60	
After 12 months	3.85	4.00	
IX. <u>FLORAL CLERK</u> (Hired after <u>5/19/79</u>)			
Start	3.65	3.85	
After 6 months	3.90	4.10	
After 12 months	4.15	4.35	
After 18 months	4.40	4.60	
After 24 months	4.70	4.90	
After 30 months	5.27	5.67	

SCHEDULE "A" WAGES - COLUMBUS continued

	Effective <u>5/20/79</u>	Effective <u>5/18/80</u>	COLA Effective <u>11/16/80</u>
X. <u>PRODUCE DEPT. HEAD</u>			
Start	\$8.16	\$8.66	See Schedule "B"
After 6 months	8.28	8.78	
XI. <u>GROCERY DEPT. HEAD</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XII. <u>HEAD CASHIER</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XIII. <u>DAIRY DEPT. HEAD</u>	7.79	8.29	
XV. <u>FROZEN FOOD DEPT. HEAD</u>	7.79	8.29	

- A. High School students in Group VII above on the payroll prior to 5/20/79 will, upon graduation from High School (or the date when such employee would have normally graduated), advance to the next higher wage progression bracket under Group II above and thereafter advance as a Food Clerk as provided for under the terms of this Agreement.
- B. Employees who have progressed into or have been hired into any of the classifications above providing for progression steps (i.e., 0 - 6 months, 6 - 12 months, etc.) shall be required to work twenty-six (26) weeks in each progression step before moving into the next progression step. For the purpose of progression, each week that the employee performed some work will be counted in determining the twenty-six (26) week period.
- C. Employees working in any of the above classifications may exercise their seniority rights over new applicants for the Group II Food Clerk classification. Any employee(s) who exercise their seniority rights into the Group II Food Clerk classification will be placed into the next highest bracket above their then current rate of pay.
- D. Frozen Food Dept. Head (Group XV) will be required only in stores having a weekly sales volume in excess of \$125,000. Weekly sales volume will be established at the end of the Kroger 4th period and will be reviewed again and adjusted at the end of each 4th period thereafter.

SCHEDULE "A" WAGES - BEDFORD

	<u>Effective</u> <u>5/20/79</u>	<u>Effective</u> <u>5/18/80</u>	COLA <u>Effective</u> <u>11/16/80</u>
<u>I. FOOD CLERKS (On pay-</u>			
<u>roll prior to 5/20/79)</u>			
Start	\$4.53	\$4.83	See Schedule "B"
After 6 months	4.73	5.03	
After 12 months	4.88	5.18	
After 18 months	5.18	5.53	
After 24 months	5.63	6.03	
After 30 months	5.93	6.38	
After 36 months	7.03	7.53	
<u>II. FOOD CLERKS (Hired</u>			
<u>after 5/19/79)</u>			
Start	3.65	3.85	
After 6 months	4.00	4.20	
After 12 months	4.55	4.75	
After 18 months	5.18	5.53	
After 24 months	5.63	5.93	
After 30 months	5.93	6.38	
After 36 months	7.03	7.53	
<u>III. DELI/BAKERY CLERKS</u>			
<u>(On payroll prior to</u>			
<u>5/20/79)</u>			
Start	3.65	3.85	
After 6 months	4.00	4.20	
After 12 months	4.40	4.75	
After 18 months	4.75	5.20	
After 24 months	5.20	5.60	
<u>IV. DELI/BAKERY CLERKS</u>			
<u>(Hired after 5/19/79)</u>			
Start	3.65	3.85	
After 6 months	3.90	4.10	
After 12 months	4.15	4.35	
After 18 months	4.40	4.60	
After 24 months	4.70	4.90	
After 30 months	5.20	5.60	
<u>V. UTILITY CLERKS</u>			
Start	3.20	3.45	
After 6 months	3.35	3.50	
<u>VI. DEMONSTRATORS</u>			
Start	3.25	3.45	
After 6 months	3.60	3.80	
After 12 months	4.00	4.25	

SCHEDULE "A" WAGES - BEDFORD continued

	<u>Effective</u> <u>5/20/79</u>	<u>Effective</u> <u>5/18/80</u>	COLA <u>Effective</u> <u>11/16/80</u>
VII. <u>HIGH SCHOOL STUDENTS</u> (On payroll prior to <u>5/20/79</u>)			
Start	\$3.45	\$3.55	See Schedule "B"
After 6 months	3.70	3.85	
After 12 months	3.85	4.00	
VIII. <u>FLORAL CLERK</u> (On pay- roll prior to 5/20/79)			
Start	3.65	3.85	
After 6 months	4.00	4.20	
After 12 months	4.40	4.75	
After 18 months	4.75	5.20	
After 24 months	5.20	5.60	
IX. <u>FLORAL CLERK</u> (Hired after 5/19/79)			
Start	3.65	3.85	
After 6 months	3.90	4.10	
After 12 months	4.15	4.35	
After 18 months	4.40	4.60	
After 24 months	4.70	4.90	
After 30 months	5.20	5.60	
X. <u>PRODUCE DEPT. HEAD</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XI. <u>GROCERY DEPT. HEAD</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XII. <u>HEAD CASHIER</u>			
Start	8.16	8.66	
After 6 months	8.28	8.78	
XIII. <u>DAIRY DEPT. HEAD</u>	7.79	8.29	
XIV. <u>DELI/BAKERY DEPT. HEAD</u>	7.79	8.29	
XV. <u>FROZEN FOOD DEPT. HEAD</u>	7.79	8.29	
A. High School students in Group VII above on the payroll prior to 5/20/79 will, upon graduation from High School (or the date when such employee would have normally graduated, advance to the next higher wage progression bracket under Group II above and thereafter advance as a Food Clerk as provided for under the terms of this Agreement.			

SCHEDULE "A" WAGES - BEDFORD continued

- B. Employees who have progressed into or have been hired into any of the classifications above providing for progression steps (i.e., 0 - 6 months, 6 - 12 months, etc.) shall be required to work twenty-six (26) weeks in each progression step before moving into the next progression step. For the purpose of progression, each week that the employee performed some work will be counted in determining the twenty-six (26) week period.
- C. Employees working in any of the above classifications may exercise their seniority rights over new applicants for the Group II Food Clerk classification. Any employee(s) who exercise their seniority rights into the Group II Food Clerk classification will be placed into the next highest bracket above their then current rate of pay.
- D. Frozen Food Dept. Head (Group XV) will be required only in stores having a weekly sales volume in excess of \$125,000. Weekly sales volume will be established at the end of the Kroger 4th period and will be reviewed again and adjusted at the end of each 4th period thereafter.
- E. All Department Heads currently over scale in Groups X through XIV shall receive an increase of .75/hr. effective 5/20/79. Effective 5/18/80 all such Department Heads shall be increased to the appropriate hourly rate provided for above.

SCHEDULE "B"

COST OF LIVING

For the term on Schedule "A" - Wages, of this Agreement only, all classifications of employees shall be covered by the provisions of a cost-of-living allowance as set forth below.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) published by the BLS, U.S. Department of Labor (1967-69=100) and referred to herein as the "Index."

The cost-of-living allowance shall be effective the first pay period beginning on or after November 16, 1980, based on the difference between the Index figure of March, 1980, and the Index figure of September, 1980, and shall continue in effect until the expiration of this Agreement.

There shall be a one cent (1¢) per hour adjustment for every .4 point increase in the Index up to a maximum of \$.25 per hour.

SCHEDULE "C" - DEFINITIONS

- A. Department Head classifications as contained in this Agreement are defined as: An employee(s) who directs and is responsible for the operations of a given department under the direction of store management.
- B. Demonstrators - The duties of demonstrators shall include the preparation of product(s) so that it is adaptable for customer acceptance and sampling. Product for demonstrations shall be obtained from the sales area. Hours allocated to product demonstration shall not be included in hours chargeable to store operations as relates to allocated store hours.

The above refers to employees of the Employer and not to vendor demonstrators.

- C. Manager Trainees - are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to manager trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.
- D. Utility Clerk - The duties of Utility Clerks shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; snow removal; maintenance of lawns and shrubs; returning shopping carts to the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting bottles; price checks at check stand, return perishable merchandise to stock from check stand area, and disposing of trash and rubbish.

It shall be a violation of this contract for Utility Clerks to perform any duties other than those specified above. In order to remedy violations of this Section, the parties agree as follows:

1. The Employer shall post in each of its stores a notice to the employees, signed by an authorized Employer representative, instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the contract.

SCHEDULE "C" - DEFINITIONS continued

- D. 2. Upon the first violation of this Section, the Utility Clerk in the store involved shall be paid the applicable clerks wage rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.
3. Upon second violation in the same store, all Utility Clerks in the store involved shall be paid the applicable clerks wage rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.
4. Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

There shall be no right of claiming of hours of work in this classification by employees in other classifications and vice-versa.

SCHEDULE "D"

METROPOLITAN INDIANAPOLIS WILL BE DIVIDED INTO TWO GEOGRAPHICAL
AREAS:

<u>I</u>	<u>II</u>
11	1
12	16
20	59
46	87
61	146
62	158
65	160
83	175
85	184
100	189
101	193
192	
197	
199	

SCHEDULE "E" - COUNTY COVERAGE

MARION
HANCOCK
SHELBY
JOHNSON
BARTHOLOMEW
MONROE
MORGAN
PUTNAM
RIPLEY
HENDRICKS
FAYETTE
RUSH
TIPPECANOE
MONTGOMERY
GRANT

HOWARD
WHITE
BENTON
CLINTON
CASS
JASPER
FOUNTAIN
BOONE
HAMILTON
MADISON
TIPTON
WAYNE
HENRY
LAWRENCE

SCHEDULE "F"

NEW STORE LANGUAGE

In the event of the opening of a new store (not a replacement of an existing store) the available jobs that are created will be filled as follows:

1. At least four (4) weeks prior to the opening of the new store, the Employer will post a notice in all stores covered by this Agreement, describing each job that is to be filled and the number of forty (40) hour and less than forty (40) hour jobs available. The notice shall remain posted for ten (10) days including the date of posting.
2. Employees seeking those jobs shall make their request in writing to the Personnel Department with a copy to the Union. Such requests must be postmarked no later than ten (10) days following the date of posting.
3. All available job positions will be filled by such employee requests according to seniority, job classification and ability to perform the work. Any position not filled by the procedure just described, will be offered to employees on layoff status less than nine (9) months according to seniority.
4. Any remaining job openings to be filled, may then be filled by newly hired employees.
5. Employees transferred from existing stores to a new store, if subject to layoff or reduction in hours in accordance with Article X, Section V, within a period of six (6) weeks after the store is opened, have the right to return to the store from which they were transferred and assume the job that their seniority would warrant.

When a new store is opened replacing an existing store, employees of the existing store, shall have transfer rights for the available jobs in the new store and the remaining jobs will be filled as set forth above.

CHANGE OF ADDRESS FORM

When you change your address, in order that we may better communicate with you, please complete the form below and forward the same to your local union office.

For address see back of contract.

My current mailing address is:

Name

Address

City

State

Employer

Store No.

MEMBERS IN GOOD STANDING, WHOSE CURRENT DUES AND OTHER FINANCIAL OBLIGATIONS HAVE BEEN PAID, SHALL BE ENTITLED TO WITHDRAWAL CARDS WITHOUT CHARGE. DUES MUST BE PAID FOR MONTH IN WHICH YOU REQUEST WITHDRAWAL CARD.

WITHDRAWAL CARD REQUEST FORM

Upon termination of employment with your Company, this form may be used for obtaining a Withdrawal Card. Make certain that you complete the form in it's entirety and return to your local union office

For address see back of contract.

Name

Address

City

State

Employer

Store No.

Last Day Worked _____

WITHDRAWAL CARD

It is necessary to obtain a withdrawal card from your local Union when you leave the retail field to avoid payment of reinstatement fees upon returning to retail employment. To obtain a withdrawal card, make a written request to your local Union office, giving your name and address and the reason for leaving the retail field. The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local Union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee. Withdrawal cards must be deposited with this office within 30 days after returning to work or said card becomes null and void and the reinstatement fee must be paid. All persons returning to work with withdrawal card must fill out a new application and authorization.

GRIEVANCES

To report a grievance, phone, write or contact your Union Steward or Local Union Office.

CHANGE OF ADDRESS

Report all changes of address to your Local Union Office.

HEALTH & WELFARE AND PENSION

Phone toll free 800 - 382-1799, Indianapolis, Indiana.
Within Indianapolis Area 247-7381

RETAIL CLERKS UNION LOCAL 725
5638 PROFESSIONAL CIRCLE, SUITE 201
INDPLS. IN 46241
MEETING EVERY*THIRD TUESDAY
PHONE 317 - 248-0391
CREDIT UNION 248-1981

6178-0086174f002_02