

RETAIL CLERKS UNION LOCAL No. 455

6001 Gulf Freeway WA 8-5791

Houston, Texas



For Health and Welfare Information call

Retail Clerks Union and Employers Health and Welfare Trust

6001 Gulf Freeway

Houston, Texas

WA 8-5716



AGREEMENT

This Agreement has been entered into between the Houston Division of The Kroger Co., Houston, Texas, or its successors hereinafter designated as the Employer and the Retail Clerks Union, No. 455, chartered by the Retail Clerks International Association, affiliated with the A.F.L.-C.I.O., hereinafter designated as the Union.

INTENT AND PURPOSE

Article 1. The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual 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.

COVERAGE

Article 2. The Union shall be the sole and exclusive bargaining agent for all employees employed in the stores of the Houston Division of The Kroger Co. operated in Texas, excluding all persons employed in meat departments, management trainees, guards, watchmen, professional employees, store managers, co-managers, all department heads including grocery department heads, produce department heads, hardware and drug department heads, dry goods department heads, lunch and soda department heads, head cashiers, and all supervisors as defined in the L.M.R.A., as amended.

CHECK-OFF

Article 3 A. The Employer shall deduct Union initiation fees, as authorized, and shall deduct Union dues from the first pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to the Local Union.

B. The Union proviso specified in C. below is acknowledged by the Employer and the Union as presently inoperative because it is contrary to the statutes of the State of Texas, enacted pursuant to Section 14 (b) of the L.M.R.A. of 1947. However, should any Federal or State legislation hereafter legalize the operation of said Union security proviso, the Employer and the Union agree that said proviso shall be put into full force and effect as part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

C. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective 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 effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph (C) only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of paragraph (B) above.

D. 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.

E. The Employer agrees to notify the Union in writing within thirty (30) calendar days from the date of employment of the name and address of each new employee, his social security number, position for which he will be employed, date of employment, and starting rate of pay. The Employer agrees to apply to such new employees the wage scale, hours and other conditions of employment set forth in this Agreement.

MANAGEMENT RIGHTS

Article 4. The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities 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 and provided further that this right is not in conflict with any other provision of this Agreement.

DISPUTE PROCEDURE

Article 5. A. The Union shall have the right to designate shop stewards for each store.

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

- Step 1. By conference between the aggrieved employee, the shop steward, or both, and the manager of the store.
- Step 2. By conference between the shop steward or business agent of the Union and the Zone Manager.
- Step 3. By conference between an official or officials of the Union and the Vice-President of the Houston Division, a representative of the Company delegated by the Vice-President or both.
- Step 4. In the event the last step fails to settle the complaint, either party may refer it to the Board of Arbitration.

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

D-1. An employee may be discharged for proper cause, and the Employer shall give notice in writing of such discharge to the Union. The Employer shall not discharge any employee without proper cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee and to the Union, except that no warning notice need be given to an employee, before discharge, if the cause of such discharge is dishonesty, drunkenness, falsification of application for employment, recklessness resulting in a serious accident while on duty, or refusal of any employee to accept a job assignment. The Union may thereupon file a written complaint with the Employer within seven (7) days after the Union receives notice of such discharge. Said complaint must be taken up within seven (7) days from the date of notice to the Union, by the latter's representation and the Employer's designated representative, and it shall be referred to the Board of Arbitration in the event the Union and the Employer's designated representatives fail to reach an agreement. Should the Board determine that it was an improper discharge, the Employer shall reinstate the employee in accordance with the finding of the Board of Arbitration.

D-2. Upon receipt by the Union from the Employer of a warning notice or Constructive Advice Form, an employee who feels that such charge was unfair or unwarranted shall have fifteen (15) days from receipt by the Union of such notice, to file a grievance concerning the Employer's action.

E. Lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves concerning disputes, shall not take place during working hours.

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

G. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened. Grievances that have progressed through Steps 1 and 2 of the dispute procedure must be submitted in writing to be considered in Step 3.

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

NO STRIKE, NO LOCKOUT

Article 6. A. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. However, no employee shall be required to cross a picket line when his health or safety would be endangered.

OTHER AGREEMENTS

Article 7. 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.

OTHER WORK

Article 8. Employees shall perform any work except meat department work which the manager of the store or district manager may direct 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 lower rated job and desires to retain such job rather than accept a lay-off.

WAGES

Article 9. A. Rates of pay for job classifications now set forth in this Agreement shall be not less than as set forth in Schedule 'A' attached hereto and made a part of this Agreement.

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

C-1. No employee will be required to use his own transportation to conduct the business of the Employer.

C-2. Any employee required to appear in court on behalf of the Employer shall be paid for such time necessarily spent for this purpose including traveling to the proceedings from the store.

WORKING CONDITIONS

Article 10. A-1. The hours for each employee shall be scheduled by the Employer. A schedule for employees shall be posted by 4:00 p.m. on Friday for the succeeding week, such schedule will not be changed during the week, without the consent of the employees, unless such requirement is necessitated because of sickness or emergencies (emergency means strike, fire, flood). Employees schedules will not be changed to avoid the payment of overtime, except as allowed herein.

An employee who works the basic work week who is required to work on a scheduled day off will receive time and one-half (1½) for all work performed on that day. (The scheduled day off is one posted on Friday, or any allowed revisions thereof.)

A-2. The employee will be given eight (8) hours off duty between scheduled shifts.

B-1. The work week shall consist of not more than forty (40) hours to be worked in not more than five (5) days in a regular week and thirty-two (32) hours to be worked in not more than four (4) days in a holiday week.

B-2. Time and one-half (1½) will be paid for all hours worked by an employee in excess of nine (9) hours per day two (2) days a week and eight (8) hours per day three (3) days a week.

C. Overtime at the rate of time and one-half (1½) will be paid for all hours worked in excess of the work week or work day as set forth above in B-1 and B-2 but in no case on both. Time and one-half (1½) will be paid for work performed on the sixth (6th) day worked in the work week, for work performed on Sunday, and for work performed by an employee (who works the basic work week) on his scheduled day off provided, however, in no event shall the same hours be used twice in computing premium time and/or overtime.

D. There shall be no split shift schedule for employees.

E-1. The following shall be considered as holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days regularly celebrated in lieu thereof. In lieu of San Jacinto Day, the employee's birthday will be considered a holiday as set forth below.

E-2. During a week in which one of the above holidays occur, full-time employees who work their scheduled work day preceding and their scheduled work day following the holiday shall receive eight (8) hours pay in addition to the hours worked; provided that there shall be no deduction from pay of full-time employees who work a full week in which a holiday occurs. Employees who are absent of their own accord on either their scheduled work day preceding or their scheduled work day following the holiday shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay, provided he worked any part of the holiday week.

E-3. Employees will be given their birthday off as a paid holiday under conditions prescribed for holidays, provided however, when an employee's birthday falls in another holiday week, it will be celebrated in the first non-holiday week following. Where an employee's birthday falls on a Sunday, another day off with pay will be given during this week. (For part-time see Section E-5.)

E-4. If a holiday occurs during an employee's vacation, he shall be given an extra day off with pay or receive pay in lieu thereof where such is agreeable to the employee and the Employer.

E-5(a). Until February 3, 1968, a non-regular employee who works thirty-two (32) or more hours in a holiday week shall be eligible for holiday pay.

E-5(b). Effective February 3, 1968, a non-regular employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Paragraph E-1 above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

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

E-6. Regular employees who work less than full-time will be paid for the number of hours they would normally have worked on the day if it had not been a holiday.

E-7. Employees not eligible for holiday pay will be paid time and one-half (1½) for hours worked on the holiday.

F. Employees shall be allowed one (1) hour off for lunch without pay each day and one-half (½) hour off without pay for supper on any day they are required to work past 7:00 p.m. Less than one (1) hour may be taken for lunch where it is agreeable between the employee and the store manager.

G. Any uniform deemed necessary by the Employer for its employees shall be furnished by the Employer. Female employees shall be furnished uniforms of dacron or similar type material. Uniforms will be replaced as needed. All male employees will be furnished neckties, which will be replaced as needed. A charge of twenty-five cents (25c) will be made for replacement of a necktie to any male employee when such need for replacement is due to loss or damage by the employee.

H. Employees, except students working after school hours on scheduled school days, who are instructed to report for work shall be guaranteed at least four (4) hours work or pay in lieu thereof.

I. Employees shall receive a fifteen (15) minute paid rest period in each half shift worked, but not to exceed two (2) rest periods per day. Employees working seven (7) or more hours shall be entitled to two (2) rest periods per day.

J. Employees, except sackers and carry-out help, shall receive a night premium of twenty-five cents (25c) per hour for all hours worked from 6:30 p.m. to 6:30 a.m. except on Saturday the night premium of twenty-five cents (25c) shall apply to hours worked from 7:30 p.m. to 7:30 a.m. This night premium is separate from and in addition to the employee's basic rate.

K. The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business on such boards.

L. Employees shall be allowed to keep all tips.

M. The Union card shall be displayed in all stores covered by this Agreement.

N-1. Employees will be responsible for punching their own time cards and will be paid in accordance with time records on such cards. Employees failing to follow the proper procedure regarding the cards will be subject to discipline.

N-2. When an employee fails to record time on his card, or when the time clock records an error on the employee's card, the employee shall report such failure or error to the store manager or his designate who shall insert the proper

time in ink on the card and initial it, and the employee shall also initial said card.

O. Charitable contributions will be on a voluntary basis.

P. Texas Law regarding employee's time off for voting shall be followed.

Q. Store meetings called by the Employer at which employee attendance is required shall be considered hours worked and paid for accordingly.

SENIORITY

Article 11. A. In lay-offs, rehiring, and choice of vacations, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

B. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times.

C. Seniority shall be considered broken if an employee is justly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, if he is called back to work after a layoff by registered letter to his last known address and does not report for work within one (1) week or if he does not comply with the terms of a leave of absence.

D-1. Seniority shall be by job classification as follows:

- a. Regular Male Clerk
- b. Regular Female Clerk
- c. Regular Male Utility

on a store, zone, city and division basis in the Houston area and Area 1; and on a store, area, and division basis in the other areas.

D-2. Seniority date shall be the employee's last beginning date as a regular employee after entry into the bargaining unit.

D-3. A regular employee laid off to less than thirty-two (32) hours for a period of four (4) consecutive weeks may claim the job of the least senior regular employee in his classification in the zone, city, area or division as the case may be or claim a non-regular job in his store.

D-4. The displaced least senior employee "bumped" out of a job may claim the least senior employee's job in his classification in the city, area or division as the case may be.

D-5. A regular employee reduced to a non-regular status will have first opportunity to a "regular" job opening in his classification.

D-6. In case of layoff where two or more regular employees perform the same work, seniority shall prevail.

E-1. Seniority for non-regular employees will be on a store basis as follows:

- a. Non-regular male clerk
- b. Non-regular female clerk
- c. Non-regular male utility
- d. Sacker-Carry Out employee

E-2. Non-regular employees transferred at the request of the Employer will take their seniority to the store to which they are transferred.

E-3. Regular employees reduced to a non-regular status will have seniority on a non-regular list as of his entry into the bargaining unit.

E-4. Non-regular employees would gain regular status in accordance with provisions covering a regular employee definition.

F. Regular employees transferred from one classification to another would retain seniority in the classification from which they were transferred for one (1) year.

G-1. Regular employees within a store and where the employee is qualified to do the work available, will be given the schedule with the most hours by seniority.

G-2. Non-regular employees (excluding carry-out) with the most seniority within a store and where said employee is qualified and available will be given the remaining schedules with the most hours.

G-3. Where additional hours in a store become necessary to schedule due to employee's absence, increased volume, etc., it will be done by seniority as defined in Article 11, Paragraphs A and B within the terms of this contract. Employees will not necessarily be called in unless the additional hours exceed four (4) hours or more or the additional hours would run into overtime.

G-4. Any grievances arising out of scheduling must be presented by 4:00 p.m. on Saturday of the week the schedule is posted by the employee involved; otherwise, said employee will be deemed not to have a valid grievance.

G-5. In a general layoff or where inequities exist, the Employer and the Union will meet and such arrangements worked out will be final and binding on all parties.

G-6. The Employer agrees not to schedule two (2) employees where one (1) could be scheduled to do the work available and said employee is qualified and available.

H. No employee shall acquire any seniority rights until they have been in the bargaining unit thirty (30) days and provided further the seniority date after thirty (30) days will revert to the date the employee enters the bargaining unit and he becomes a non-regular employee.

I. Non-regular employees shall be given preference for regular employees over applicants with no previous experience with the Employer.

LEAVES OF ABSENCE

Article 12. A. PREGNANCY: A regular female employee who has had one (1) year of continuous service as a regular employee will be granted a leave of absence upon her written request supported by a statement from a physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin not later than the end of the sixth (6th) month of pregnancy and will expire not later than three (3) months after birth or miscarriage unless the employee requests in writing an extension of the leave, supported by a doctor's certificate certifying that such an extension is necessary but in any case the leave of absence shall not be extended more than an additional three (3) months. Failure to request a pregnancy leave by the end of the fifth (5th) month shall cause the employee to be considered as having quit her job. Two (2) weeks before the expiration of a pregnancy leave, the employee shall notify the Employer that she will be available for work at the expiration date of her leave and will

have a doctor's release at that time unless she requests an extension as above provided.

B. UNION BUSINESS: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least seven (7) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

C. SICKNESS OR INJURY: A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

D-1. MILITARY LEAVE: An 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.

D-2. Any employee who is required to report for duty with the National Guard or with any Reserve of any branch of the military shall not be required to take his vacation at that time.

E. Any employee with six (6) months or more of service with the Employer may be granted at the convenience of the Employer and employee a personal leave of absence, without pay, not to exceed thirty (30) days.

F. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and employee. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of sickness or injury shall not result in the loss of seniority rights.

G. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein, and will not result in loss of seniority. In case of a pregnancy leave, seniority shall be retained but shall not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

H. JURY DUTY: In case an employee is known to have served on any duly constituted jury, or to have been subpoenaed as a witness, he shall be paid for hours necessarily absent from work. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury or witness fees in addition to their pay, but this privilege so far as jury fees are concerned will be extended only once in any three successive years.

VACATIONS

Article 13. Employees will be entitled to vacations in accordance with SCHEDULE "B" VACATIONS.

UNION COOPERATION

Article 14. A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

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

C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

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

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

SEPARATION PAY

Article 15. A regular employee with more than six (6) months regular service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one week's notice or one week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which, at the option of the Employer may either be worked out or paid in lieu of notice.

DEATH IN FAMILY

Article 16. If a member of an employee's immediate family shall die, said employee shall be paid for a reasonable period of absence depending upon the circumstances but not to exceed a maximum of three (3) scheduled work days. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandmother, and grandfather, or any relative residing with the employee.

PREVIOUS EXPERIENCE

Article 17. A. Previous proven comparable experience within five (5) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay.

B. Claim for rate adjustment based on previous experience must be filed in writing within thirty (30) days from date of employment, otherwise the employee forfeits any claim under this provision.

C. In the event that the employer is unable to verify previous experience claim on job application the employee and Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

REGULAR EMPLOYEE

Article 18. Definition of a regular employee will apply where regular employee appears in this Agreement. Any liberalization of this definition on the part of the Employer will become a part hereof.

A. An employee shall be classified as a "regular" employee at the end of any twelve (12) consecutive work weeks during which his average hours worked per week equal or exceed 80% of the hours in the basic work week for his classification.

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

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

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

If he is discharged.

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

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

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

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

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

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

F. A day student averaging 80% or more of the basic work week during the summer will be retained on a probationary basis until October 15. If he is still working at that time, has met all the requirements for classification as a regular employee, and is currently averaging 50% or more of the basic work week, he shall be classified as a regular employee, his beginning date of continuous service shall be dated back to the beginning of his qualifying service as defined in the preceding paragraph.

HEALTH AND WELFARE

Article 19. A. The Employer shall contribute to the established Retail Clerks Union and Employers Health and Welfare Trust the sum of twenty-one (\$21.00) dollars per month for each employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) and shall continue to contribute twenty-one (\$21.00) dollars per month on each employee who maintains an average of thirty-two hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such contributions to be used to provide Health and Welfare benefits as determined by the trustees as provided in the Retail Clerks Union and Employers Health and Welfare Trust Agreement.

B. The eight (8) consecutive calendar weeks referred to in Section A above shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month, which shall be the period used for determination of the continuation of contributions on each employee.

C. Effective with the contribution due on February 1, 1968, the Employer shall contribute the sum of twenty-three (\$23.00) dollars per month on each employee to the Retail Clerks Union and Employers Health and Welfare Trust under the conditions set forth in Section A above.

D. Effective with the contribution due on August 1, 1968, the Employer shall contribute twenty-five (\$25.00) dollars per month on each employee to the Retail Clerks Union and Employers Health and Welfare Trust under the conditions set forth in Section A above.

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

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

2. The employee's ceasing to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours). For the purpose of this paragraph an employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

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

1. In case of illness or non-work accident, six (6) months contribution following the month in which the illness or injury occurs.

2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.

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

4. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause.

G. Employer contributions which have been discontinued as provided in Section E above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

SEPARABILITY

Article 20. Any provision of this Agreement which may be adjudged by a court of final jurisdiction to be in conflict with any Federal, State or Local Law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal,

State, or Local Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be negotiated promptly to replace those provisions coming into conflict with the laws herein described. The Employer and the Union further agree if they are unable to reach an agreement on the substitute provisions to arbitrate any differences concerning a substitute provision.

EXPIRATION

Article 21. This Agreement shall be in effect from February 6, 1966, through February 1, 1969, 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 of termination of or changes in this Agreement.

B. Retroactivity will be paid to February 6, 1966, on increases in the respective wage classifications not to exceed forty (40) times the straight time hourly increase. Other changes unless specified herein will become effective following the execution of the Contract.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized representatives this 1st day of July, 1966.

FOR THE UNION:

D. J. Hofer

FOR THE EMPLOYER:

James A. Leroy
Edward C. McClarty
W. R. Bedell

SCHEDULE "A" WAGES

Classifications	Effective Feb. 6, 1966		Effective Feb. 5, 1967		Effective Feb. 4, 1968		Effective Aug. 4, 1968	
	Full Time	Part Time						
Cashiers, Checker, Grocery Clerks, Produce Clerks								
Male								
1st 6 months	\$1.58	\$1.56	\$1.62	\$1.60	\$1.65	\$1.63	\$1.68	\$1.66
2nd 6 months	1.63	1.60	1.67	1.64	1.70	1.67	1.73	1.70
3rd 6 months	1.70	1.67	1.74	1.71	1.77	1.74	1.80	1.77
4th 6 months	1.93	1.90	1.99	1.96	2.03	2.00	2.07	2.04
After 2 years	2.18	2.10	2.26	2.18	2.31	2.23	2.36	2.28
Female								
1st 6 months	1.54	1.52	1.58	1.56	1.61	1.59	1.64	1.62
2nd 6 months	1.58	1.55	1.62	1.59	1.65	1.62	1.68	1.65
3rd 6 months	1.64	1.61	1.68	1.65	1.71	1.68	1.74	1.71
4th 6 months	1.84	1.82	1.90	1.88	1.94	1.92	1.98	1.96
After 2 years	2.07	2.00	2.15	2.08	2.20	2.13	2.25	2.18
Family Center (Clerks) (Non Foods)*								
1st 6 months	1.50		1.55		1.58		1.61	
2nd 6 months	1.55		1.60		1.63		1.66	
3rd 6 months	1.60		1.65		1.68		1.71	
4th 6 months	1.70		1.75		1.78		1.81	
After 2 years	1.75		1.80		1.83		1.86	
Utility Help								
1st 6 months	1.42	1.40	1.47	1.45	1.50	1.48	1.53	1.51
2nd 6 months	1.44	1.42	1.49	1.47	1.52	1.50	1.55	1.53
After 12 months	1.69	1.64	1.74	1.69	1.78	1.73	1.82	1.77
*Sacker & Carry Out								
Start		1.30		1.35		1.38		1.41
After 12 months		1.30		1.40		1.43		1.46

*Family Center Store Clerks (Non Foods) employed prior to the effective date of this Contract will continue to receive their present rate plus negotiated and length of service increases.

SACKER CARRY OUT: The duties of the sacker and carry-out employee shall be sacking, carrying customers' purchases, handling bascarts and keeping area in front of checkstands, store entrance and area outside of the store clean.

UTILITY HELP: Utility help shall be defined as any employee responsible for the general housekeeping of the store, such as mopping, sweeping and dusting; bagging groceries, assisting customers with carry-out, etc.; in addition utility help may load and unload trucks, take care of salvage and take care of bottle returns.

A. For the purpose of the above wage schedule and for no other purpose in this Agreement, full-time employees are those who normally work thirty (30) hours or more per week, and part-time employees are those who normally work less than thirty (30) hours per week. Normally shall mean that when an employee has worked thirty (30) hours or more per week for four (4) consecutive weeks he or she will be paid the appropriate full-time rate of pay and when the employee has worked a period of four (4) consecutive weeks at less than thirty (30) hours per week, they will be paid the part-time rate of pay.

B. The rate for any employee not working the full basic work week, other than sackers and carry-out employees, shall be determined on the following basis:

The employee will start on the first six (6) months full-time or part-time rate for the proper classification, and will advance up the pay scale on the basis of one (1) bracket for each 1040 hours worked.

*Sackers and carry-out employees shall be increased on the basis of calendar weeks in which any hours were worked. Weeks in which no hours were worked shall be excluded.

No employee's rate of pay shall be reduced as a result of the signing of this Agreement.

SCHEDULE "B" - VACATIONS

1. ELIGIBILITY

A. A regular employee will be eligible for a one-week vacation as of the first anniversary of his beginning date of continuous full-time service, provided he has completed one (1) year of continuous full-time service as of that date.

B. After qualifying for his first one-week vacation, a regular employee who has completed one (1) year of continuous full-time service (but less than three years) prior to January 1 is eligible for a one-week (1) vacation as of January 1.

C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.

37/3
35/4
30/2

- D. After qualifying for his first two-week vacation, a regular employee who has completed three (3) years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.
- E. A regular employee will become eligible for a third week of vacation as of the tenth anniversary of his beginning date of continuous full-time service provided he has completed ten (10) years of continuous full-time service as of that date.
- F. After qualifying for his first three-week vacation a regular employee who has completed ten (10) years of continuous full-time service prior to January 1 is eligible for a three-week vacation as of January 1.
- G. A regular employee will become eligible for a fourth week of vacation provided he has completed twenty (20) years of continuous full-time service as of that date.
- H. After qualifying for his first four-week vacation, a regular employee who has completed twenty (20) years of continuous full-time service prior to January 1 is eligible for a four-week vacation as of January 1.

2. VACATION PAY

- A. Employees will be paid their straight time earnings for their basic work week.
- B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS

- A. Vacations must be scheduled in the calendar year except where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.
- B. If an employee qualified for a one-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.
- C. Choice of vacation dates will be granted on the basis of seniority; except that the Company reserves the right to grant vacations to any employee when his absence will least affect the operation.

4. SEPARATIONS

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice) goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. EFFECT OF ABSENCE LEAVES

Leaves totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth; leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totaling more than 270 days shall disqualify for vacation.

6. NON-REGULAR

- A. Until January 1, 1968, employees who are not of a regular status and who work an average of twenty-five (25) hours or more per week will be given a paid vacation equal to the hours worked in their anniversary year divided by fifty-two (52).
- B. Effective January 1, 1968, a non-regular employee who is not entitled to vacations according to the policy of the Employer shall be granted a vacation under the same general rules as provided in the policy of the Employer for regular employees except that the maximum vacation shall be two (2) part-time weeks and part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52) as follows:

Average Hours Worked	Vacation
20 hours or less	10 hours
Over 20 hours to and including 30 hours	20 hours
Over 30 hours	30 hours

The qualifying date for all vacation purposes of any non-regular employee who subsequently, and without a break in his employment, qualifies as a regular employee (by Employer definition) shall be the date from which his service has been counted for part-time vacation purposes rather than the date he qualified as a regular employee.

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

SEP 7 1966
DM

June 15, 1966

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RECEIVED
JUN 24 1966
LOCAL NO. 455

Mr. D. J. Hofer, Secretary-Treasurer
Retail Clerks International Association
Local 455
6001 Gulf Freeway, Unit B-Building B
Suite 131
Houston, Texas - 77023

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company, Henke & Pillot Clerks, Houston Division and your union, Local 455.

The agreement we have on file expired February 1966.

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

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

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

Very truly yours,

Arthur M. Ross

Arthur M. Ross
Commissioner

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 4000
2. Number and location of establishments covered by agreement 33 stores, Houston and Gulf Coast Area
3. Product, service, or type of business Grocery supermarkets
4. If previous agreement has been extended without change, indicate new expiration date

D. J. Hofer
(Your name)
6001 Gulf Freeway
(Street)

Secretary-Treasurer
(Position)
Houston, Texas
(City and State)