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NOV 3 1964

AGREEMENT

Between

THE KROGER COMPANY

And

RETAIL CLERKS UNION

LOCALS No. 1059, 31, and 1552

AFL-CIO



INDEX

	<i>Page</i>
Article 1—Intent and Purpose	2 -
Article 2—Coverage	2 -
Article 3—Shop Conditions	3, 4 -
Article 4—Management Rights	3, 4 -
Article 5—Dispute Procedure	4, 5, 6
Article 6—No Strike, No Lockout	6
Article 7—Other Agreements	7
Article 8—Other Work	7
Article 9—Wages	7, 8 -
Article 10— Working Conditions	8, 9, 10, 11, 12, 13
Article 11—Seniority	13, 14, 15 -
Article 12—Vacations	16, 17
Article 13—Military Service	17
Article 14—Absence Due To Jury Duty	17
Article 15—Absence Due To Death In Family	17
Article 16—Time Off For Union Activities	18
Article 17—Union Cooperation	18, 19
Article 18—Government Regulations	19
Article 19—Separation Pay	19
Article 20—Salesmen Stocking	19, 20
Article 21—Expiration	20, 21
Schedule "A"	21, 22
Schedule "B" Wages	22, 23, 24, 25, 26
Schedule "C" Vacation Policy	26, 27, 28
Schedule "D" Insurance	28, 29, 30, 31
Layoff, Reinstatement and Other Procedures	
For Certain Columbus Division Stores	
General	31, 32, 33
Layoff Procedure	33, 34, 35, 36 -
Recall Procedure	36, 37
Closed Stores	37, 38
Military Leave Returnees	38

AGREEMENT

This Agreement has been entered into May 7, 1964 by and between the Kroger Co., Columbus, Ohio, hereinafter designated as the Employer, and Retail Clerks Local Unions Nos. 1059, 31, and 1552, chartered by the Retail Clerks International Association, A.F.L.-C.I.O., hereinafter referred to as the Union.

ARTICLE 1. Intent and Purpose

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

ARTICLE 2. Coverage

The Union shall be the sole and exclusive bargaining agent for all employees except store managers and except meat department employees in the stores of the Employer listed in Schedule "A".

ARTICLE 3. Shop Conditions

A. It shall be a condition of employment that

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

B. The Employer shall, for the term of this Agreement deduct initiation fees and Union dues from the pay 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 Union.

ARTICLE 4. **Management Rights**

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 es-

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 5. Dispute Procedure

The Union shall have the right to designate a shop steward for each store. The Shop steward may act for the Union in signing up employees for union membership and in explaining the functions of the Union to employees. The Shop Steward shall be a full-time employee (as set forth in Article 11, paragraph D) and shall be the last employee to be laid off in his classification in his store. The Union agrees to furnish the Employer a list of shop stewards and any necessary revisions of this list due to changes.

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 Divisional Vice President, a representative of the Company delegated by the Divisional Vice President, or both.

Step 4. In the event the last step fails to settle the complaint, it shall be referred to the Board of Arbitration.

Nothing contained in this Article 5 shall act as a waiver of the employee's right to appeal directly to the management of the Company or to the officials of the Union.

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

D. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint within ten (10) days with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer will reinstate the employee in accordance with the findings of the Board.

E. No grievance will be discussed unless the

outlined procedure has been followed.

F. 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.

G. 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.

H. The Employer shall have the right to call a conference with the Shop Stewards or officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

I. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened.

ARTICLE 6.

No Strike, No Lockout

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 which has been officially sanctioned by the Union. The Union will not officially sanction a picket line until it has discussed such action with the Employer.

ARTICLE 7. 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 8. Other Work

A. Employees shall perform any work which the manager of the store or Zone 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 layoff.

B. Any employee assigned to relieve a Head Produce Clerk, Head Grocery Clerk, Head Checker or Head Dairy Clerk for more than two (2) full days shall receive the contract rate in effect for the classification in the store involved for such time spent on relief.

ARTICLE 9. Wages

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

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.

ARTICLE 10. Working Conditions

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

B. The work week shall consist of forty (40) hours, to be worked in five (5) days or less. A day shall be considered to mean a work day or shift, not necessarily a calendar day.

43
9

C. All work in excess of forty (40) hours per week shall be paid for at time and one-half. All work by male employees in excess of eight (8) hours per day except one (1) day per week in excess of ten (10) hours per day (effective the Sunday immediately following execution of this Agreement, nine (9) hours per day) shall be paid for at time and one-half. All work by female employees in excess of eight (8) hours per day shall be paid for at time and one-half. Time and one-half shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

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

E. The following shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. Full-time employees who work a full week in which a holiday occurs shall receive eight (8) hours' pay in addition to the hours worked; provided that there shall be no deduction from pay of employees who work a full week in which a hol-

iday occurs. 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 holiday pay provided he worked any part of the holiday week. Overtime pay at time and one-half will not be paid during a holiday week until the hours actually worked exceed the normal work week. Any extra hours worked during the holiday week, which do not exceed the normal work week, will be paid for at straight time. If a holiday occurs during the employee's vacation, he or she shall be paid one additional day's pay of eight (8) hours at straight time in addition to the vacation pay. The word "employee" as used in this paragraph, shall mean people who normally work a full week as specified in Paragraph B above.

E—1. In addition to the above named holidays, the Monday following the employee's birthday shall be a recognized holiday subject to the same conditions set forth for other holidays, provided that the employee has one (1) year of continuous service. In case this personal holiday falls in the same week as one of the above regular holidays, it shall be recognized on Monday of the following week. However, where scheduling problems are involved, the holiday may be scheduled on any Monday or Saturday within thirty (30) days immediately following the date on which the employee's birthday occurs, such day to be mutually agreeable to the Employer and employee.

E—2. A part-time employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays set forth in Article 10, Paragraph E 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 holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

<i>Average Hours Worked</i>	<i>Holiday Pay</i>
20 hours or less	2 hours
Over 20 hours to and incl. 30 hours	4 hours
Over 30 hours	6 hours

F. Any work performed on Sunday or the above holidays shall be paid for at double the employee's straight time hourly rate. There shall be no pyramiding of premium pay and any hours paid for at premium pay shall not be counted in computing overtime.

G. Employees will be allowed one (1) hour each day for lunch. The lunch period shall not be scheduled to start earlier than three (3) hours or later than five (5) hours after the beginning of the work day, except that if the employee is scheduled for longer than eight (8) hours in a day, the lunch period shall not be scheduled to start earlier than four (4) hours or later than six (6) hours after the beginning of the workday.

54
1
H. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employee.

I. Employees, except part-time high school clerks working after school hours on school days, who are instructed to report for work shall be guaranteed at least four (4) hours' work. Part-time high school clerks who are instructed to report for work on school days shall be guaranteed at least two (2) hours' work.

J. A work schedule for the succeeding week for all employees except part-time employees called in for Friday and Saturday work shall be posted in each store not later than noon on Friday of the current week. A copy of the schedule shall be given to the Shop Steward. An employee with seniority shall advise the store manager that he is available for a posted schedule of hours within 24 hours after the store schedule is posted otherwise the employee has no claim on such schedule of hours under Article II, Paragraph G and H.

K. Any transfer of an employee to another town shall be agreeable to the employee and expenses of transfer to another town shall be borne by the Employer. Whenever practical, an employee will be given three (3) days' notice in case of a permanent transfer.

L. The Employer agrees to display the Union Store Card in a prominent place in its stores. The Union Card is and shall remain the property of the Union.

M. No employee shall accept time off as compensation for overtime.

N. Regular full-time employees who work a full scheduled week as specified in Paragraph B, shall not be required to work more than two (2) nights per week after 6:15 p.m. This shall not

apply to employees working more than fifty per cent (50%) of their hours on the night operation as set forth in Article 10, Paragraph S below.

O. Employees will be given one (1) rest period of fifteen (15) minutes for each one-half ($\frac{1}{2}$) day worked. Rest periods will be scheduled by the Store Manager in accordance with the needs of the business, but no earlier than one (1) hour after reporting time and no later than one (1) hour before lunch time or quitting time.

P. It is agreed that an employee is advanced from the part-time clerk (high school) classification to the full-time clerk classification that the total hours of part-time employment shall be divided by the number of hours in the basic work week and the result applied to the full-time clerks pay schedule to establish the full-time rate of pay.

Q. PREVIOUS EXPERIENCE

Previous proven comparable grocery experience under jurisdiction of the Retail International Association within the last five (5) years from date of present employment, as shown on Application for Employment, shall be the basis for determination of employee's rate of pay.

R. See Schedule "D" regarding insurance.

S. Any employee who works between store closing time and 6:00 A.M. the following day, except employees serving customers in the store at closing time and/or completing sales and cash report shall be paid ten cents (10c) per hour in addition to his regular hourly rate of pay for such hours worked.

T. There shall be a minimum of eight (8) hours

off between scheduled work shifts.

U. A part-time employee who reports for work upon request shall receive a minimum of ten (10) hours' pay during that week at the straight time rate provided he is available for such ten (10) hours' work.

ARTICLE 11.

Seniority

A. In layoffs and rehiring, 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 reasonable equal, length of service shall be the controlling factor. In the matter of promotions and 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. Seniority lists shall be established and maintained and such lists shall be furnished to the Union upon request.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six months, or if he is called back to work after a layoff and does not report for work within one week.

C. Employees working full-time on other jobs shall be considered to have the least seniority.

D. There shall be two (2) separate seniority lists for each classification in each area. One (1) list shall cover employees who shall be re-

ferred to as full-time employees and who normally work thirty-two (32) or more hours per week. The other list shall cover employees who shall be referred to as part-time employees and who normally work less than thirty-two (32) hours per week. "Normally worked" shall mean the average number of hours worked in a twelve (12) consecutive week period. This definition of a "full-time" employee shall apply only to this seniority clause unless other clauses specifically set forth that it is applicable to such clauses.

E. A part-time employee who is available and desires a "full-time" job will make his desire known to his Store Manager with copies to the Zone Manager, Personnel Manager, and the Union, specifying whether or not the desire for such job is limited to the city in which he is working or applies to the administrative zone. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the administrative zone provided that he has the experience and ability necessary to fill the job. If circumstances of the employee change so that he becomes unavailable for a "full-time" job, he will so advise his Store Manager, with copies to the Zone Manager, Personnel Manager, and the Union.

F. A "full-time" employee working less than forty (40) hours and who is available for and desires to work forty (40) hours per week will make his desire known in writing to his Store Manager, with copies to the Zone Manager, Personnel Manager, and the Union, specifying whether or not such desire is limited to the city in which he is working or applies to the administrative zone. When the Employer has such an open-

ing on other than a temporary basis, such employee will be considered for the opening, based on seniority in the administrative zone, provided that he has the experience and ability necessary to perform the work.

G. Part-time employees shall receive available hours up to but not including thirty-two (32) hours per week in accordance with seniority, ability to perform the work assigned and job classification within the individual store provided that this does not conflict with another provision of this Agreement, and provided further that the employee with seniority advises the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted.

H. Full-time employees shall receive available hours up to and including forty (40) hours per week in accordance with seniority, ability to perform the work assigned and job classification within the individual store provided that this does not conflict with another provision of this Agreement, and provided further that the employee with seniority advises the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted.

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

ARTICLE 12.

Vacations

A. All employees will be entitled to vacations according to the policy of the Employer, a summary of which is attached as Schedule "C", except that employees with eight (8) years service shall receive three (3) weeks' vacation and employees with twenty (20) years' service shall receive four (4) weeks' vacation (effective January 1, 1965, employees with eighteen (18) years' service shall receive four (4) weeks' vacation). Earned vacation may be taken in a continuous period of time if desired by the employee.

B. A part-time employee who is not entitled to a vacation according to the policy of the Employer shall be granted a part-time 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 (effective January 1, 1966, maximum vacation shall be three (3) part-time weeks) and part-time vacation will be figured on the number of hours worked 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

C. The qualifying date for all vacation purposes of any part-time 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 ser-

vice has been counted for part-time vacation purposes rather than the date he qualified as a regular employee.

ARTICLE 13. **Military Service**

Any employee who enlists or is inducted into Military Service shall be returned to his job and retain his seniority under the provisions of any Federal Selective Service Training Act.

ARTICLE 14. **Absence Due To Jury Duty**

In case a regular full-time employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal work week. Hours spent on jury duty plus hours worked shall not exceed eight (8) hours per day except on the long day when the combined hours shall not exceed the total hours in the long day.

ARTICLE 15. **Absence Due To Death In Family**

In case of a death in the immediate family of any regular full-time employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances up to a maximum of three (3) days, but in no case will he receive more than his normal week's pay. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, or any other relative residing with him.

ARTICLE 16.

Time Off For Union Activities

The Employer agrees to 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 one week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

ARTICLE 17.

Union Cooperation

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 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.

ARTICLE 18

Government Regulations

The parties hereto agree that should any article, part, or paragraph of this Agreement be declared by a Federal or State Court of final jurisdiction, or Federal or State agency having jurisdiction thereof, to be unlawful, invalid, unenforceable or unenforceable, said article, part, or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof, the remainder of this Agreement shall continue in full force and effect, and the parties agree that they will within thirty (30) days begin negotiations to replace the unlawful part with a valid provision.

ARTICLE 19

Separation Pay

A regular full-time employee 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 (1) week's notice or one week's pay in lieu of notice.

ARTICLE 20

Salesmen Stocking

A. 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 baby food is added or substituted salesmen may stock the new brand.

B. The understanding in the paragraph immediately above shall not apply in new or remodeled stores during the first few weeks of operation.

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

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

Bottled Beverages

Cookies, Crackers, and Snax

Baby Foods

Wholesale Distributors; i.e. Specialty foods, Housewares, Toys, Records, Softgoods, Pet Supplies, Magazines, Books, Stationery, Dairy and Bakery.

Cigarettes and Cigars

ARTICLE 21

Expiration

This Agreement shall continue in effect from October 27, 1963, through October 29, 1966 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 chang-

es in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 7th day of May, 1964.

FOR THE UNION:

FOR LOCAL NO. 1059:

William E. Harvey
Richard C. McAllister

FOR LOCAL No. 31:

James L. Barney

FOR LOCAL No. 1552:

James L. Huntley

FOR THE EMPLOYER:

H. P. Templeton
Marvin H. Saunders

SCHEDULE "A"

The coverage in Article 2 shall apply to the stores of the Employer located as follows:

ZONE 1

All of Franklin County
Athens
Bucyrus
Cambridge
Chillicothe
Coshocton
Delaware
Galion
Lancaster
Mansfield
Marion
Mt. Vernon

ZONE 2

Ada
Bellefontaine
Circleville
Crestline
Greenfield
Jackson
Kenton
Logan
London
Marysville
McArthur
Nelsonville

Newark
 Portsmouth
 Washington C. H.
 Zanesville

Newcomerstown
 New Lexington
 Shelby
 Upper Sandusky
 Urbana
 Waverly

In Zone 1 are included cities with population of 12,000 or more.

SCHEDULE "B" WAGES

Zone 1

Effective 10/27/63 Effective 10/25/64 Effective 4/25/65 Effective 10/24/65
 Hr. Rate Hr. Rate Hr. Rate Hr. Rate

MALE CLERK

Start	\$1.875	\$1.925	\$1.975	\$2.055
After 6 months		1.975	2.025	2.075	2.155
After 1 year		2.055	2.105	2.155	2.235
After 18 months		2.20	2.25	2.30	2.38
After 2 years		2.335	2.385	2.435	2.515
After 2½ years		2.453	2.503	2.553	2.633

FEMALE CLERK

Start		1.855	1.905	1.955	2.035
After 6 months		1.955	2.005	2.055	2.135
After 1 year		2.035	2.085	2.135	2.215
After 18 months		2.18	2.23	2.28	2.36
After 2 years		2.315	2.365	2.415	2.495
After 2½ years		2.443	2.493	2.543	2.623

HEAD CHECKER

"		2.535	2.585	2.635	2.715
"		2.595	2.645	2.695	2.775
"		2.655	2.705	2.755	2.835

HEAD PRODUCE CLERK

"		2.69	2.74	2.79	2.87
"		2.78	2.83	2.88	2.96
"		2.86	2.91	2.96	3.04
"		2.895	2.945	2.995	3.075
"		2.955	3.005	3.055	3.135
"		3.02	3.07	3.12	3.20
"		3.083	3.133	3.183	3.263

33
1
37
1

"	3.145	3.195	3.245	3.325
HEAD DAIRY CLERK	2.535	2.585	2.635	2.715
HEAD GROCERY CLERK	2.895	2.945	2.995	3.075
"	2.955	3.005	3.055	3.135
"	3.02	3.07	3.12	3.20
PART-TIME CLERK (High School)				

Part-time Clerks shall be paid the following rates while attending high school (this includes time while on vacation from school.)

Start	1.625	1.675	1.725	1.805
After 6 months	1.705	1.755	1.805	1.885
After 1 year	1.775	1.825	1.875	1.955
After 18 months	1.825	1.875	1.925	2.005
After 2 years	1.875	1.925	1.975	2.055

SCHEDULE "B" WAGES

Zone 2

	Effective 10/27/63	Effective 10/25/64	Effective 4/25/65	Effective 10/24/65
	Hr. Rate	Hr. Rate	Hr. Rate	Hr. Rate

MALE CLERK

Start	\$1.845	\$1.895	\$1.945	\$2.025
After 6 months	1.945	1.995	2.045	2.125
After 1 year	2.025	2.075	2.125	2.205
After 18 months	2.17	2.22	2.27	2.35
After 2 years	2.305	2.355	2.405	2.485
After 2½ years	2.423	2.473	2.523	2.603

FEMALE CLERK

Start	1.825	1.875	1.925	2.005
After 6 months	1.925	1.975	2.025	2.105
After 1 year	2.005	2.055	2.105	2.185
After 18 months	2.15	2.20	2.25	2.33
After 2 years	2.285	2.335	2.385	2.465
After 2½ years	2.413	2.463	2.513	2.593

HEAD CHECKER

"	2.505	2.555	2.605	2.685
"	2.565	2.615	2.665	2.745
"	2.625	2.675	2.725	2.805

HEAD PRODUCE CLERK

	2.66	2.71	2.76	2.84
--	------	------	------	------

33
1

37
1

"	2.75	2.80	2.85	2.93
"	2.83	2.88	2.93	3.01
"	2.865	2.915	2.965	3.045
"	2.925	2.975	3.025	3.105
"	2.99	3.04	3.09	3.17
"	3.053	3.103	3.153	3.233
"	3.115	3.165	3.215	3.295
HEAD DAIRY CLERK	2.505	2.555	2.605	2.685
HEAD GROCERY CLERK	2.865	2.915	2.965	3.045
"	2.925	2.975	3.025	3.105
"	2.99	3.04	3.09	3.17

PART-TIME CLERK (High School)

Part time Clerks shall be paid the following rates while attending high school - (this includes time while on vacation from school.)

Start	1.595	1.645	1.695	1.775
After 6 months	1.675	1.725	1.775	1.855
After 1 year	1.745	1.795	1.845	1.925
After 18 months	1.795	1.845	1.895	1.975
After 2 years	1.845	1.895	1.945	2.025

Part-time Clerks other than part-time Clerks (high school) shall be on the regular Clerks' pay scale and shall progress upward on the scale based on the number of hours worked (1040 hours equals 6 months).

Clerks who have qualified as regular full-time employees and who decide to take further schooling, but are available for their regular schedules, shall continue to be classed as regular clerks. It is understood that schedules will not arbitrarily be changed to contravene this provision.

On new stores or stores which may be remodeled, Head Produce Clerks will be established based on the average total store sales for the first three (3) full periods. In classifying such stores, the following basis will be used:

Average Weekly Sales	Zone 1	Zone 2
\$ 8,000.00 to \$12,500.00	\$2.69	\$2.66
12,501.00 to 18,500.00	2.78	2.75
18,501.00 to 24,750.00	2.86	2.83
24,751.00 to 31,000.00	2.895	2.865
31,001.00 to 37,500.00	2.955	2.925
37,501.00 to 45,000.00	3.02	2.99
45,001.00 to 52,500.00	3.083	3.053
52,501.00 or more	3.145	3.115

On new stores or stores which may be remodeled, the Head Checker and Head Dairy Clerk classifications will be established based on the average weekly total store sales for the first three (3) full periods on the following basis:

Head Checker	Zone 1	Zone 2
\$ 8,000.00 to \$24,750.00	\$2.535	\$2.505
24,751.00 to 37,500.00	2.595	2.565
37,501.00 or more	2.655	2.625

Head Dairy Clerk	Zone 1	Zone 2
\$24,750.00 or more	\$2.535	\$2.505

No employee's rate shall be reduced as a result of minimum wages established in this Agreement.

Effective October 27, 1963, department head rates will be established on the average weekly total sales for the preceding thirteen (13) full periods ending just prior to this date on the basis provided herein. Again, effective October 25, 1964, and October 24, 1965, department head rates will be established on the average weekly total sales for the preceding thirteen (13) full periods ending just prior to each of these dates on the basis provided herein.

Effective October 27, 1963, all department heads

shall receive a minimum increase of ten cents (10c) per hour; effective October 25, 1964, five cents (5c) per hour; effective April 25, 1965, five cents (5c) per hour; and effective October 24, 1965, eight cents (8c) per hour. In cases where such increase results in a rate higher than the rate established for the department head classification in the store, the present department head will be pegged at such rate as long as he remains in the same store or until the rate for the store exceeds his pegged rate.

SCHEDULE "C"—VACATION POLICY

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 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 year of continuous full-time service (but less than three years) prior to January 1 is eligible for one-week 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.

D. After qualifying for his first two-week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

2. **Vacation Pay**

Employees will be paid their straight time earnings for their basic work week.

Vacation pay will be paid in advance.

3. **General Provisions**

A. Vacations must be scheduled in the calendar year except that 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 qualifies 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.

Effect of Absence Leaves

Leaves totalling 90 days or less in any calen-

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

Schedule "D" Insurance

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

2. The Employer will pay the premium on the Health and Accident coverage with Kemba Mutual Insurance Association that is carried by regular employees.

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

4. The Employer will pay the premium for regular employees on the Blue Cross Hospital Care Standard Plan now available for regular employees and the Prudential Surgical Insurance Plan. This will be employee coverage only and not family coverage.

Effective with the first premium due after

execution of this Agreement, the Employer will pay the premium for regular employees on the Blue Cross Hospital Care 70-Day Comprehensive Plan with service maternity. This means either the "single" or "family" plan, depending upon the employee's marital status. It shall be the responsibility of the employee to advise the Employer of any change in marital status.

Effective with the first premium due after execution of this Agreement, the employer will pay the premium for regular employees on the Prudential Surgical Insurance Plan. This means either the "single" or "family" plan, depending upon the employee's marital status. It shall be the responsibility of the employee to advise the employer of any change in marital status.

5. The Employer's definition of a "regular employee" for the purpose of insurance coverage shall apply to this Article.

6. Effective September 1, 1966, all of the Employer's established insurance program, including Prudential basic and supplemental life insurance, Prudential accidental death and dismemberment insurance, Kemba health and accident insurance, Blue Cross hospitalization insurance and Prudential surgical insurance shall be discontinued. The Employer's payment of the difference between Workmen's Compensation Benefit and the amount the employee would have received from Kemba had it not been a Workmen's Compensation will also be discontinued as of September 1, 1966.

7. Health And Welfare

A. The Employer agrees to participate in a jointly administered Trust Fund and will execute

on or before August 1, 1966 the Trust Agreement dated January 1, 1956, as amended May 23, 1956, October 10, 1957, and May 11, 1961. The Trust Fund shall be jointly administered by a Board of Trustees with an equal number of trustees representing the Union and an equal number of trustees representing the Employers. Such contributions, as designated herein, shall be used by the Board of Trustees to provide group life, disability, accident, sickness, medical and hospital benefits for eligible employees covered by this Agreement and their dependents.

B. Effective August 1, 1966, the Employer agrees to pay by the tenth (10th) day of each month, the sum of twenty three dollars (\$23.00) per month for each regular employee (by Employer definition) who is on the Employer's payroll on the first (1st) day of the month.

C. In the event a covered employee loses his regular (by Employer definition) status, payment shall be discontinued as of the first day of the month immediately following.

D. In the event a covered employee is not on the Employer's payroll due to illness or injury, the Employer will continue contributions for such employee for a period not to exceed twelve (12) weeks following the date of injury or sickness.

E. In the event a covered employee is injured on the job and is covered by Workmen's Compensation, the Employer will continue contributions for such employee for a period not to exceed one (1) year following the date of injury.

April 27, 1964

Mr. William E. Harvey

Retail Clerks International Association
187 South High Street
Columbus 15, Ohio

Dear Bill:

Please refer to our Agreement effective October 27, 1963. The following confirms our understanding regarding:

LAYOFF, REINSTATEMENT AND OTHER PROCEDURES FOR CERTAIN COLUMBUS DIVISION STORES

1. GENERAL

1. The seniority date for all employees, both "full-time" and "part-time" is their beginning date of continuous service (hire date) unless:

A. *Transferred from one union to another*
—seniority dates from date of transfer
—seniority dates from date of transfer into the new union.

B. *Transferred from one Retail Clerks union to another Retail Clerks union local* — seniority dates from date of transfer to the new union local.

2. For the purpose of administration, Local area seniority refers to stores under each of the Local Unions Nos. 1059, 1552, and 31 separately. Administrative Zone refers to stores in the Employer's administrative zones as follows:

Local 1059

Local 1552

Local 31

Southeast

Cambridge
Athens
Logan
Lancaster
Nelsonville
New Lexington
Zanesville

Southwest

Chillicothe
Circleville
Greenfield
Jackson
McArthur
Portsmouth
Waverly
Washington
Court House

Northwest

Delaware
Marysville
London

Bellefontaine
Urbana

Ada
Kenton
Marion
Upper Sandusky
Bucyrus

Northeast

Mt. Vernon
Newark
Newcomerstown
Coshocton

Crestline
Galion
Mansfield
Shelby

Central

Franklin County

It is understood that the Employer's administrative zones are subject to change. In case of such a change, the local unions affected will be notified and the new Employer administrative zone set up will take the place of the above outlined administrative zone set up.

3. Any request by a "full-time" employee for reduction to part-time work will be in writing and will result in that person going on the "part-time" seniority list immediately. Where a "full-time" employee requests part-time employment for a relatively short period of time, the employee may remain on the "full-time" seniority list by mutual agreement of the Employer and the Union and such agreement shall be in writing.

II. LAYOFF PROCEDURE

1. A "full-time" employee who would be involuntarily reduced to thirty-two (32) or less hours per week has the options shown in A, B, C, and D, following:
 - A. Displace the least senior "full-time" employee in his classification in his city. If he is the least senior "full-time" employee in his classification in his city,
 - B. Displace the least senior "full-time" employee in his classification in the administrative zone. If he is the least senior "full-time" employee in his classification in his administrative zone,

- C. Displace the least senior "full-time" employee in his classification in the Local area.
- D. If he waives any option in A, B, or C, above or is the least senior "full-time" employee in his classification in the Local area, he may take a part-time job in accordance with his seniority date in his city, administrative zone, or Local area in that order. Having made this decision, he will remain in that location until presented with the opportunity to return to full-time employment as in III below, or take a lay-off.
- E. A "full-time" employee who is notified that his hours will be reduced to thirty-two (32) or less per week must advise his Store Manager (in the event he has seniority to displace a less senior employee in another store) of his intent to displace the employee not later than one week after the schedule is posted showing a reduction in his work week. Such "full-time" employee who does not exercise the option in II, 1. A,B, or C, above is reduced to "part-time" and who later desires to exercise this option may make a written request to this effect to the Personnel Dept. as of the January 1, April 1, July 1, or October 1, (where such date does not occur on a Sunday, the Sunday immediately following shall be used),

next following his request, he may exercise his seniority in accordance with II, 1.A,B, or C, above but such option shall apply only while he remains on the "full-time" seniority list.

F. If a "full-time" employee who has normally worked more than thirty-six (36) hours per week is reduced to an average of thirty-six (36) hours or less during four (4) consecutive weeks, he may displace the least senior "full-time" employee in his classification in his city who is normally working more than thirty-six (36) hours per week. The displaced employee shall take the job vacated by the displacing employee. In such a case, the change shall be effective at the beginning of the next week following the four (4) consecutive week period. If this option is not exercised and the employee later desires to exercise this option, he may make a written request to the Personnel Department. As of the January 1, April 1, July 1, or October 1 (where such date does not occur on a Sunday, the Sunday immediately following shall be used), next following his request he may exercise this option.

2. A "part-time" employee who would be without work has the following options:

A. Displace the least senior "part-time"

employee in his classification in his city. If he is the least senior "part-time" employee in his classification in his city,

- B. Displace the least senior "part-time" employee in his classification in the administrative zone. If he is the least senior "part-time" employee in his classification in the administrative zone,
 - C. Displace the least senior "part-time" employee in his classification in the Local area.
 - D. Take a lay-off.
3. Any "full-time" employee involuntarily reduced to "part-time" retains his full-time seniority status for six (6) months and if not reinstated to "full-time" work before the end of that time, will take his place on the "part-time" seniority list in accordance with his seniority date.

III. RECALL PROCEDURE

- 1. A "full-time" employee involuntarily reduced to "part-time" or laid off, who at the time of this reduction had been offered a "full-time" job in the administrative zone, or Local area, but declined, will have the right to the first "full-time" opening in his classification, *only in the city where he had been working prior to his reduction.*
- 2. A "full-time" employee involuntarily reduced to "part-time" or laid off, who at the time of this reduction did not have sen-

iority enough to displace another "full-time" employee will have the right to the first "full-time" opening within his classification in the Local area. If he declines this job, he will have the right to the first "full-time" opening in the administrative zone. If he declines this job, he will then have the right, in accordance with his position on the full-time seniority list, to the first "full-time" opening within his classification *only in the city where he had been working prior to his reduction.*

- 3. A "part-time" employee laid off involuntarily will have the right in accordance with his position on the seniority list, for the first "part-time" opening within his classification in the local area. If he declines this job, he will have the right to the first "part-time" opening in the administrative zone. If he declines this job, he will then have the right, in accordance with his position on the "part-time" seniority list, to the first "part-time" opening within his classification, *only in the city where he had been working prior to his layoff.*

IV. CLOSED STORES

- 1. In the event of the closing of the only store in a city, employees of this store will have the right to exercise their seniority first in the administrative zone, then in the Local area, for "full-time" or "part-time" jobs of the least senior employees in their classification and seniority status. Employees declining to so relocate will be considered to have relinquished their seniority.

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2. In event of a store closing there will be an earnest effort to relocate displaced department heads in similar classifications. If this cannot be done, such employees will be considered for the purpose of seniority as top rated clerks and able to exercise their seniority as in II. 1.A,B,C, or D, above.

V. MILITARY LEAVE RETURNEES

An employee returning from military leave of absence will have the opportunity to exercise his seniority within classification in the city from which he went into military service. If he is not entitled to return to this city, because his seniority within his classification will not permit, then he may exercise his seniority for the job of the least senior employee within his classification and seniority status first in the administrative zone and then in the Local area.

Within thirty (30) days after execution of this Agreement, the Employer will transfer full-time clerks who are normally working less than forty (40) hours per week to other stores in the same city based on seniority so that the most senior employee will go to the store where the most hours per week are available in his classification, considering his seniority, the second most senior employee where the next most hours are available, considering his seniority, etc. It is understood that no employee will be required to accept this transfer.

Please sign in the space provided below to indicate your agreement.

William E. Harvey
For Local Union No. 1059

James L. Barney
For Local Union No. 31

James L. Huntley
For Local Union No. 1552

Marvin H. Saunders
For the Comany
H. P. Templeton

Copies to:

W. E. Harvey
J. L. Barney
J. L. Huntley
H. P. Templeton
M. J. Graves

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