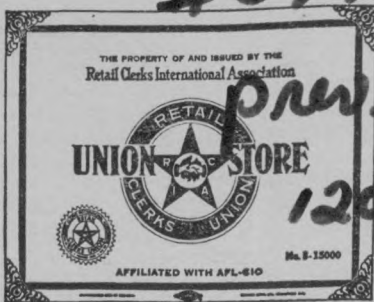


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# RETAIL CLERKS UNION

LOCALS No. 1059, 31 and 1552

AFL-CIO

# AGREEMENT

WITH

THE KROGER COMPANY



(3) 24520 to each  
6-6-73 local 1059

~~1/1/71~~  
11/71

Dear Member:

The many benefits contained in this contract are the direct result of continued membership in Locals 31, 1059, 1552 and the participation of the members in attaining the aims and objectives of these Locals. This contract represents the improvements gained by the Union employees of Kroger Company, who, over the years, have actively participated in their Union meetings, have done their part to organize their unorganized competition, and by acquainting themselves with principles of unionization.

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

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

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

Remember it doesn't cost, it pays to belong to the R.C.I.A.

**RICHARD C. McALLISTER, President**

Retail Clerks Union Local 1059

538 South Yearling Rd. — Columbus, Ohio 43213

Telephone (614) 237-7671

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# AGREEMENT

This Agreement has been entered into by and between The Kroger Co., Columbus, Ohio, its successor or assigns, hereinafter designated as the Employer, and the Retail Clerks Local Unions Nos. 1059, 31, and 1552, chartered by the Retail Clerks International Association, A.F.L.-C.I.O., hereinafter designated as the Union.

## ARTICLE 1

### Intent and Purpose

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

## ARTICLE 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 Condition

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in

good standing on the execution date of this Agreement shall remain 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 agrees to deduct Union initiation fees and dues from the wages of employees in the bargaining unit who are members of the Union and who provide the Employer with a voluntary, written authorization which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions will be made by the Employer from the wages of employees for the last pay period of each calendar month and will be transmitted to the Union by the tenth (10th) day of the following month.

C. The Employer shall provide the Union a list of new employees weekly showing employee's name, residence address, social security number, birth date, store number and date of employment. This list will also include terminations, layoffs and leaves of absence. The Union will also be advised when an employee is transferred from one Local Union to another Local Union.

D. Upon written request by an authorized rep-

representative of the Union, the Employer agrees to separate from employment any employee within five (5) working days after notification by the Union that such employee has failed to comply with Article 3, Paragraph A, limited only by the Labor Management Relations Act of 1947, as amended.

## 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 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 or for the purpose of invalidating any contract provision.

## ARTICLE 5

### Dispute Procedure

A. 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 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 and/or the shop steward and/or the authorized Union representative and the Manager of the store. If this step does not settle the grievance, and the employee and/or the Union wishes to take it to Step 2, it shall be referred within ten (10) calendar days to Step 2. Any grievance not settled in Step 1, shall be reduced to writing by the aggrieved employee with copies to the Employer and the Union.
- Step 2. By conference between the shop steward, the authorized Union representative and the Zone Manager. If this step does not settle the grievance, and the Union wishes to take it to Step 3, it shall be referred within ten (10) calendar days to Step 3.
- Step 3. By conference between an official or officials of the Union and the Divisional Vice President, a representative or representatives of the Employer delegated by the Divisional Vice President, or both.
- Step 4. In the event the last step fails to settle the grievance, the Union, if it desires to submit the grievance to arbitration, shall so notify the Employ-

er within ten (10) calendar days after completion of Step 3.

Nothing contained in this Article 5 shall act as a waiver of the employee's right to appeal directly to the management of the Employer 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 ten (10) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of fifteen (15) arbitrators from which the third arbitrator shall be chosen by the alternate striking of names except that the parties by mutual agreement may request an additional panel or panels of fifteen (15) arbitrators each, from which the third arbitrator shall be chosen by the alternate striking of names. The decision of the majority of the Board 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 Employer shall notify the Union of an employee's discharge in writing within five (5) calendar days after the discharge. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer within ten (10) calendar days following postmarking date of the notice of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly and if the Employer and the Union fail to agree within ten (10) calendar days, it shall be referred within four (4) calendar days to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer will reinstate the employee in accord-



ance with the findings of the Board.

E. No grievance will be discussed unless the outlined procedure has been followed except that the parties by mutual agreement may waive a step or steps of the grievance procedure.

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. 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 (any member of management)

agrees not to enter into any agreement or contract with his employees, individually or collectively which in any way conflicts with the terms and provisions of this Agreement. No employee shall be required to take a polygraph test for any reason.

## 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.

C. Time will be figured on the basis of an

eight (8) minute break, up to eight (8) minutes, no pay; eight (8) minutes up to and including fifteen (15) minutes, fifteen (15) minutes pay.

D. The Employer shall continue to provide time clocks in each of its stores during the life of this Agreement.

E-1. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

E-2. Any time written in on a time card shall be initialed by the employee involved and the Store Manager or his authorized representative.

F. When a Union representative can show cause to examine a current time card or cards, the Employer shall allow him to examine such card or cards.

## 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, Monday through Saturday, 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.

C-1. All work in excess of forty (40) hours per week shall be paid for at time and one-half. All work 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.

C-2. Time and one-half shall be paid for work on the sixth (6th) day in the work week, Monday through Saturday. There shall be no pyramiding of premium pay and any hours paid for at premium pay will be set aside and not used in the computation of other premium pay or in the computation of overtime.

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 holiday 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 be paid during a holiday week when the hours actually worked exceed thirty-two (32) per week. 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. No employee shall be required to work after 6:30 p.m. on Christmas Eve.

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. Full-time employees with one (1) year or more of continuous service shall receive an additional personal holiday subject to the same conditions set forth in Article 10, Paragraph E above for other holidays. This personal holiday shall be granted to qualified employees between January 1 and April 30 on a day mutually agreed upon by the Employer and employee.

E-3. 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. A part-time employee shall be entitled to the birthday holiday set forth in Paragraph E-1 immediately above, subject to the same conditions as set forth in Paragraph E-1 for full-time employees. 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 worked 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
21 hours to and incl. 25 hours	4 hours
26 hours to and incl. 30 hours	5 hours
31 hours to and incl. 35 hours	6 hours
36 hours and over	7 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.

F-1. Effective the fourth Sunday immediately following execution of this Agreement, when work is performed on a holiday mentioned in Article 10 Paragraph E above and/or on a Sunday, it shall be rotated among employees (who normally perform the work that is needed on the holiday or Sunday) in the individual store on a voluntary basis, provided, however, that if a sufficient number of employees to perform the necessary work do not volunteer, the work may be assigned to qualified employees on an inverse seniority basis. Holiday and/or Sunday work offered an employee but refused shall be counted as time worked for the purpose of rotating holiday and/or Sunday work. In order to be placed on the Sunday and holiday roster, an employee must be available for such work on a continuing basis.

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 em-

ployee 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 work day. Employees on night stocking on shifts starting at 3:00 p.m. or later will be allowed one half ( $\frac{1}{2}$ ) hour for lunch approximately in the middle of the work shift.

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 and these uniforms will be replaced as necessary provided the employee turns in the old uniform for a new uniform.

I. Employees, except part-time high school clerks, 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 shall be guaranteed at least two (2) hours work. Such call in guarantee shall not apply if the hours are not available due to Article 11, Paragraph G.

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 twenty-four (24) hours after the store schedule is posted, otherwise the employee has no claim on such schedule of hours under Article 11 Paragraph G.

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. In case of a temporary transfer of an employee to another city at the request of the Employer, involving additional transportation cost, the employee will be reimbursed for miles traveled between city limits at nine and one-half cents (9½c) per mile. If the Employer's mileage allowance is changed, the new mileage allowance shall apply to this Paragraph.

L. The Employer agrees to display a Union Store Card or decal 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, and who work more than two (2) nights per week after 6:15 p.m. shall be paid time and one-half the straight-time hourly rate for all hours worked after 6:15 p.m. on other than the two nights. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be used in the computation of other premium pay or in the computation of overtime. This paragraph shall not apply to employees working more than fifty percent (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 (½) 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 or quitting time.



P. It is agreed that when 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-1. Previous proven comparable grocery experience in a national or local chain food store within the last five (5) years from date of present employment shall be the basis for determination of employee's rate of pay.

Q-2. Previous experience must be shown on application for employment, otherwise the employee forfeits any claim under this provision.

Q-3. Claims for rate adjustment based on previous experience must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision.

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 store closing time and/or completing sales and cash report shall be paid ten cents (10c) per hour (effective the Sunday immediately following execution of this Agreement, twelve and one-half cents (12½c) per hour; effective November 1, 1970, fifteen cents (15c) per hour) in addition to his regular hourly rate of pay for such hours worked. The second sentence of Article 10 Paragraph C-2 (no pyramiding of premium pay) shall not apply to this Paragraph S.

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

hours (effective the Sunday immediately following execution of this Agreement, ten (10) 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, except when called in at the end of the week and ten (10) hours work is not available. Such guarantee shall not apply if the hours are not available due to Article 11, Paragraph G.

V. If an employee on the night stocking crew desires day work, he shall advise the Store Manager in writing, with a copy to the Zone Manager, Personnel Manager, and the Union. Such request will be given consideration by the Employer as day jobs become available.

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

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

## 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 reasonably 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 one (1) year, or if he is called back to work after a lay-off 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 referred 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 for and desires a "full-time" job 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 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 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 perform the work.

G. Employees shall receive available hours up to and including eight (8) hours per day, forty (40) hours per week or thirty-two (32) hours in a holiday 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. Available hours may be exercised only for the five (5) highest hour days in the week (four (4) highest hour days in holiday weeks) including Sundays and holidays. Effective the fourth Sunday immediately following execution of this Agreement, available hours may be exercised only for the five (5) highest hour days in the week (four (4) highest hour days in holiday weeks) ~~excluding Sundays and holidays~~. For the purpose of this Article 11, Paragraph G, full-time employees shall have seniority over part-time employees.

H. 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.

I. The term "regular employee" whenever it appears in this Agreement only shall refer to the Employer's definition of a "regular employee" as of October 30, 1966. This definition is set forth in a letter to the Union and will not be changed during the life of this Agreement.

J. When a department head is reduced in classification, his service as a department head will be considered service as a clerk for seniority purposes.

## 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 continuous service shall receive (3) weeks' vacation and employees with eighteen (18) years' (effective January 1, 1970, sixteen (16) years; effective January 1, 1971, fifteen (15) years) continuous service shall receive four (4) weeks' vacation. Earned vacation may be taken in a continuous period 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 three (3) part-time weeks (effective January 1, 1970, four (4) 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
21 hours to and incl. 25 hours	20 hours
26 hours to and incl. 30 hours	25 hours
31 hours to and incl. 35 hours	30 hours
36 hours and over	35 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 service 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 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

A. In case of a death in the immediate family of any regular 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. If a regular employee is notified at work of a death in the immediate family and does not complete his schedule for that day he shall be paid for time lost that day in addition to the above. 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. In case of the death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral. In case of a death in the immediate family of a part-time employee who is scheduled to work on the day of the fun-

eral he shall be paid for the hours scheduled on the day of the funeral provided he attends the funeral.

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

## ARTICLE 16

### Time Off for Union Activities

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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 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 salesman 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

### Leave of Absence

A. Pregnancy: An employee (female) who has had one (1) year of continuous service may be granted a leave of absence upon her written request supported by a statement from a phy-

sician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin not later than the fifth (5th) 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 for more than an additional three (3) months. Failure to request a pregnancy leave by the end of the fifth (5) 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. To qualify for another pregnancy leave, the employee must have completed at least one (1) year of continuous service on the job since returning from her last pregnancy leave.

B. **Sickness or Injury:** A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted an employee upon written request to the Personnel Department, supported by medical evidence. Insurance claim form with physician's statement shall be accepted as written request for leave of absence. Extensions will be granted up to ninety (90) days at a time if requested in writing supported by proper medical evidence prior to each expiration but in no case shall the cumulative total exceed three (3) years.

## ARTICLE 22

### Pension

A. The Employer agrees to make a contribution of eight cents (8c) per hour (effective May 1,

1970, nine cents (9c) per hour; effective May 1, 1971, ten cents (10c) per hour) on all straight-time hours worked by the employees covered by this Agreement. Contributions shall also be made on hours for which employees receive holiday pay and vacation pay. No contribution shall be made on hours worked in excess of eight (8) per day or forty (40) per week.

B. Contributions shall be made to the Retail Clerks and Food Employers Pension Fund of Central Ohio which is a jointly administered Employer-Union Trust Fund and is administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. The Pension Trust Fund has been established pursuant to the Pension Trust Agreement and Pension Plan entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

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

D. It is further understood and agreed that all employees covered by this collective bargaining agreement shall, as of midnight April 30, 1968, be ineligible to participate in or receive any benefits under the Kroger Employees' Profit Sharing and Retirement Income Program and if any such employee is then a member of the Kroger Employees' Savings and Profit Sharing Plan portion of the Program, such employee shall be conclusively deemed to have withdrawn therefrom as of midnight April 30, 1968.

## ARTICLE 23

### Expiration

This Agreement shall continue in effect from November 2, 1969, through November 6, 1971 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or changes in this Agreement.

*In Witness Whereof*, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 7th day of November 1969.

FOR THE UNION:

FOR LOCAL NO. 1059:

*/s/ Richard C. McAllister, President*

FOR LOCAL NO. 31:

*/s/ James L. Barney, President*

FOR LOCAL NO. 1552:

*/s/ Kenneth V. Mitchell, President*

FOR THE EMPLOYER:

*/s/ Harold P. Templeton*

*/s/ Marvin H. Saunders*

### SCHEDULE "A" COVERAGE

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

#### Zone 1

All of Franklin Co.  
Athens

Bellefontaine  
Circleville

Bucyrus  
 Cambridge  
 Chillicothe  
 Coshocton  
 Deleware  
 Galion  
 Lancaster  
 Mansfield  
 Marion  
 Mt. Vernon  
 Newark  
 Portsmouth  
 Washington C.H.  
 Zanesville  
 Wellston  
 Johnstown

Crestline  
 Greenfield  
 Jackson  
 Kenton  
 Logan  
 London  
 Marysville  
 McArthur  
 Nelsonville  
 Newcomerstown  
 New Lexington  
 Shelby  
 Upper Sandusky  
 Urbana  
 Waverly  
 McConnelsville

The coverage in Article 2 shall also apply to a new store of the Employer in any town which was formerly included in Schedule "A" after the store in such town was closed. Any such town shall be added to this Agreement by Supplement.

### SCHEDULE "B" WAGES

	Effective 11/2/69 Hrly. Rate	Effective 11/1/70 Hrly. Rate	Effective 5/2/71 Hrly. Rate
<b>ALL DUTY CLERK</b>			
Start	\$2.43	\$2.525	\$2.575
After 6 months	2.53	2.63	2.68
After 1 year	2.61	2.705	2.755
After 18 months	2.755	2.855	2.905
After 2 years	2.95	3.05	3.10
After 2½ years	3.223	3.373	3.458

All "All Duty Clerks" on payroll as of 11/2/69 shall receive an increase of thirty-five cents (35c) per hour as of 11/2/69.

### CHECKER — LIGHT DUTY CLERK

Start	2.41	2.505	2.555
After 6 months	2.51	2.61	2.66
After 1 year	2.59	2.685	2.735
After 18 months	2.735	2.835	2.885
After 2 years	2.93	3.03	3.08
After 2½ years	3.213	3.363	3.448

All "Checker-Light Duty Clerks" on payroll as of 11/2/69 shall receive an increase of thirty-five cents (35c) per hour as of 11/2/69.

### HEAD CHECKER

3.305	3.455	3.555
3.365	3.515	3.615
3.425	3.575	3.675
3.525	3.675	3.775

All "Head Checkers" on payroll as of 11/2/69 shall receive increases as follows except as otherwise provided above for Head Checkers on 11/2/69 in stores with average weekly total sales of \$50,001.00 or more:

11/2/69	— 35c per hour
11/1/70	— 15c per hour
5/2/71	— 10c per hour

### HEAD PRODUCE CLERK

3.56	3.76	3.81
3.65	3.85	3.90
3.73	3.93	3.98
3.765	3.965	4.015
3.825	4.025	4.075
3.89	4.09	4.14
3.953	4.153	4.203
4.015	4.215	4.265

All Head Produce Clerks on payroll as of 11/2/69 shall receive increases as follows:

11/2/69	— 45c per hour
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11/1/70 — 20c per hour  
 5/2/71 — 5c per hour

Effective 11/2/69 Hrly. Rate	Effective 11/1/70 Hrly. Rate	Effective 5/2/71 Hrly. Rate
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### HEAD DAIRY CLERK

\$3.305	\$3.455	\$3.555
3.405	3.555	3.655

All "Head Dairy Clerks" on payroll as of 11/2/69 shall receive increases as follows except as otherwise provided above for Head Dairy Clerks on 11/2/69 in stores with average weekly total sales of \$50,001.00 or more:

11/2/69 — 35c per hour  
 11/1/70 — 15c per hour  
 5/2/71 — 10c per hour

### HEAD GROCERY CLERK

3.765	3.965	4.015
3.825	4.025	4.075
3.89	4.09	4.14

All "Head Grocery Clerks" on payroll as of 11/2/69 shall receive increases as follows:

11/2/69 — 45c per hour  
 11/1/70 — 20c per hour  
 5/2/71 — 5c per hour

### PART-TIME CLERKS (High School)

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

Start	2.095	2.145	2.195
After 6 months	2.175	2.225	2.275
After 1 year	2.245		

Effective the Sunday immediately following



execution of this Agreement, the "after one year" part-time (high school) bracket shall be deleted. As soon thereafter as an employee in the "after 6 months" bracket accumulates 520 hours, he shall be reclassified to the appropriate Clerk rate and progress upward on the scale on the same basis as any other part-time clerk.

All part-time clerks (high school) on payroll as of 11/2/69 shall receive an increase of twenty-two and one-half cents (22½c) per hour as of 11/2/69.

A. 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) (effective November 1, 1970, shall progress upward on the scale based on 26 weeks in which the employee received a pay check equals 6 months).

B. 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.

C. On new stores or stores which may be re-modeled, the Head Produce Clerk classification 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 Total Store Sales	Per Hour
\$ 8,000 to \$12,500	\$3.56
12,501 to 18,500	3.65
18,501 to 24,750	3.73

24,751 to 31,000	3.765
31,001 to 37,500	3.825
37,501 to 45,000	3.89
45,001 to 52,500	3.953
52,501 or more	4.015

D. On new stores or stores which may be re-modeled, 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

Average Weekly Total Store Sales	Per Hour
\$ 8,000 to \$24,750	\$3.305
24,751 to 37,500	3.365
37,501 to 50,000	3.425
50,001 or more	3.525

#### HEAD DAIRY CLERK

Average Weekly Total Store Sales	Per Hour
\$24,750 to \$50,000	\$3.305
50,001 or more	3.405

E. On new stores or stores which may be re-modeled, the Head Grocery Clerks classification will be established on the average weekly total sales for the first three (3) full periods on the following basis:

Average Weekly Total Store Sales	Per Hour
\$24,750 to \$35,000	\$3.765
35,001 to 50,000	3.825
50,001 or more	3.89

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

G. Effective November 2, 1969, 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 November 1, 1970 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.

H. In cases where an across the board 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 (but less than eight 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 eighth anni-

versary of his beginning date of continuous full-time service provided he has completed eight 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 eight years (but less than eighteen years) of continuous full-time service prior to January 1 is eligible for a three-week vacation as of January 1. (Effective January 1, 1970, sixteen (16) years, effective January 1, 1971, fifteen (15) years continuous service).

G. A regular employee will become eligible for a fourth week of vacation as of the eighteenth anniversary of his beginning date of continuous full-time service provided he has completed eighteen years of continuous full-time service as of that date. (Effective January 1, 1970 sixteen (16) years, effective January 1, 1971 fifteen (15) years continuous service).

H. After qualifying for his first four-week vacation, a regular employee who has completed eighteen years of continuous service prior to January 1 is eligible for a four 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 va-

cation 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 Employer 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 totalling 90 days or less in any calendar 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 and vacation pay by one-half; leaves totalling more than 270 days shall disqualify for vacation.

#### 6. Weekly Rate of Pay For Vacation Purposes

A. Regular employees who worked on a full-time (40 hour) basis in at least forty (40) weeks or who were not laid off for more than thirty (30) working days during the anniversary or calendar year in which their vacations were earned will be paid their current straight-time hourly rate for their regularly scheduled work week. In determin-

ing if an employee has worked forty (40) or more weeks on a full-time basis, count weeks not worked because of paid vacations, approved leaves of absence (including sick leave), and weeks in which only thirty-two (32) hours were worked because of holidays as weeks so worked.

B. The weekly pay of a regular employee who worked on a full-time (40 hour) basis in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at his current straight-time hourly rate for the average number of hours worked per week during the anniversary or calendar year in which the vacation was earned. To determine the average number of hours worked per week, divide the total hours worked during this anniversary or calendar year by the number of weeks in the year; exclude from this divisor the weeks off the job because of paid vacation, sick leave, other authorized leave of absence and weeks where one day was not worked because of a holiday.

## 7. Vacation for Employees Returning From Military Leave

Vacation for employees with one (1) year or more of continuous service as a regular employee who returns to Kroger employment from military leave within ninety (90) days after discharge from the armed services, shall be as follows:

a. Continuous service as a regular employee includes time on military leave of absence.

b. Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are eligible for vacation in that year based on their length of continuous service as defined above.

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

## SCHEDULE "D" INSURANCE

### 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-1. The Employer agrees to pay by the tenth (10th) day of each month, the sum of twenty-six dollars (\$26.00) per month (effective January 1, 1970, thirty dollars (\$30.00) per month; effective January 1, 1971, thirty-two dollars (\$32.00) per month) for each regular employee (by Employer definition) who is on the Employer's payroll on the first (1st) day of the month.

B-2. The Employer agrees to pay by the tenth (10th) day of each month, the sum of seven dollars (\$7.00) per month (effective January 1, 1970, nine dollars (\$9.00) per month; effective January 1, 1971, eleven dollars (\$11.00) per

month) for each non-regular employee who has worked an average of ten (10) hours or more for the twelve (12) consecutive calendar weeks immediately preceding the first day of such month. No payment will be made on a part-time clerk (high school) or on an employee who has another full time job.

C. In the event a covered regular employee loses his regular status (by Employer definition), the payment as provided in paragraph B-1 above will be discontinued as of the first day of the month immediately following. However, if the employee qualifies as provided in Paragraph B-2 above, the payment provided in paragraph B-2 will be made when the payment provided in paragraph B-1 is discontinued.

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 six (6) months 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.

## SCHEDULE "E"

### LAYOFF, REINSTATEMENT AND OTHER PROCEDURES FOR CERTAIN COLUMBUS DIVISION STORES

#### I. 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 into the new union.

B. *Transferred from one Retail Clerks union local 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 No. 1059	Local No. 1552	Local No. 31
Southeast	Cambridge Athens Logan Lancaster Nelsonville New Lexington Zanesville McConnelsville		
Southwest	Chillicothe Circleville Greenfield Jackson McArthur Portsmouth Waverly Washington Ct. House Wellstown		
Northwest	Delaware Marysville London	Bellefontaine Urbana	Kenton Marion Upper Sandusky Bucyrus
Northeast	Mt. Vernon Newark		Crestline Galion

Newcomerstown  
Coshocton  
Johnstown

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 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 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 re-

duced 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 seniority 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 the classification and seniority status. Employees declining to so relocate will be considered to have relinquished their seniority.
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.

October 31, 1969

Mr. Richard McAllister  
Retail Clerks International Association  
Local No. 1059  
538 S. Yearling Rd.  
Columbus, Ohio 43213

Dear Mac:

This letter reconfirms my letter of December 15, 1966. Following is a copy of the Kroger definition of a "regular employee" as of October 30, 1966:

I. An employee shall be classified as a "regular" employee at the end of the first 12 consecutive work-weeks during which his average hours worked equal or exceed 80% of the hours in the basic work-week for his classification.

Example: In a store with a basic 45-hour work week, an employee worked 432 hours in 12 consecutive weeks, an average of 36 hours, 80% of the basic work-week. This man qualifies as a regular employee.

A. A day school student who works during the summer will not be reviewed for classification as a regular employee until October

15. If he is still working at that time, has met all requirements for classification as a regular employee, and has averaged 80% or more of the basic work-week during the four weeks preceding October 15, he shall be classified as a regular employee. His beginning date of continuous service shall be dated back in accordance with paragraphs I and III.

- B. A co-op student who alternates schooling and full-time Kroger employment and who does not qualify as a regular employee under this definition will immediately so qualify if he accepts full time Kroger employment upon completion or discontinuance of his co-op program. His continuous service record will be dated back by the number of weeks worked while participating continuously in a Kroger co-op program.
- C. A part-time employee whose schedule of hours is increased because of the temporary absence due to illness, vacation or approved leave of absence of a full-time "regular" employee, will be classified as a "temporary full-time" employee for the duration of the temporary absence, not to exceed six months. He will not be reviewed for classification as a "regular" employee during this period and will revert to "part-time" status upon the return to work of the full-time "regular" employee.

If, however, a bona-fide full-time opening occurs for other reasons, such as increased business, other employee turnover, etc., during the period he is classified as "temporary full time." his "temporary" status will be revoked and his beginning date of continuous service as a "regular" employee should



be dated back in accordance with paragraphs I and III.

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

III. 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 12 qualifying weeks.

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

- A. If he is discharged.
- B. If he quits voluntarily, or becomes unavailable for full-time work because of another job.
- C. If he is permanently laid off due to elimination of job.
- D. 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.
- E. 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.

F. 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.

NOTE: In determining if an employee has worked less than half time for 3 or 6 periods (sub-paragraphs E and F) do not count these periods in which the employee was absent for two or more weeks because of sickness or approved leave.

V. If separated from regular status in accordance with paragraph IV preceding, an 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 paragraph I.

VI. To protect continuity of regular employment, regular employees who seek to quit due to correctible health conditions or temporary personal need for time off should be advised of their privileges under the leave of absence policy.

Sincerely,  
Marvin H. Saunders

MHS/giw

cc: Kenneth V. Mitchell  
James L. Barney  
Harold P. Templeton  
Richard Metzgar

## WITHDRAWAL CARD

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

## GRIEVANCES

To report a grievance, phone, write or contact your business agent. Give all the facts of the grievance and the business agent will investigate and adjust the grievance immediately.

## MEETINGS

An empty chair cannot vote! You should make every effort to attend each meeting. By attending the meetings you will become informed of the activities of your local Union. Regular meetings are held once each month. Attend your Union meetings.

## CHANGES OF ADDRESS and/or NAME

Report all changes of address and/or name to this office immediately.

**RETAIL CLERKS UNION  
LOCAL No. 1059 AFL-CIO**

538 SOUTH YEARLING RD.  
COLUMBUS, OHIO 43213  
PHONE (614) 237-7671

**RETAIL CLERKS UNION  
LOCAL No. 1552 AFL-CIO**

1860 RADIO RD.  
DAYTON, OHIO 45431  
PHONE (513) 254-2608

**RETAIL CLERKS UNION  
LOCAL No. 31 AFL-CIO**

379 LEXINGTON AVE.  
MANSFIELD, OHIO 44907  
PHONE (419) 756-5524

**INSURANCE OFFICE**

538 SOUTH YEARLING RD.  
COLUMBUS, OHIO 43213  
PHONE (614) 237-7618

**PENSION OFFICE**

538 SOUTH YEARLING RD.  
COLUMBUS, OHIO 43213  
PHONE (614) 237-7423

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

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May 14, 1971

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Retail Clerks International  
Association local #31  
379 Lexington Avenue  
Mansfield, Ohio 44907

Gentlemen:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements (e.g., employee-benefit plans) or wage schedules.

Copy of current union agreement between the Kroger Company, located in Eastern, Central and Southern Ohio and the Retail Clerks International Association District Council #8 (locals #1059, #359, #977, #388, #1534, #188, #1190, #31, #731, #1588 and #1593. The agreement we have on file expired in October 1969. 1/  
For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

1/ In addition, we would also appreciate your sending us copies of your Health Insurance and Pension Plans.

Very truly yours,

*Geoffrey H. Moore*

GEOFFREY H. MOORE  
Commissioner

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

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 1200
- 2. Name of employer party to agreement Kroger Co.
- 3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) Central and Eastern Ohio Stores
- 4. If more than one employer is party to agreement, indicate number \_\_\_\_\_
- 5. Product, service, or type of business Retail Food Stores

Notify me when new BLS collective bargaining agreement studies are issued

James L. Barney  
(Your name)  
379 Lexington Ave.  
(Street)  
Mansfield Ohio 44907

President  
(Position)  
Mansfield Ohio 44907  
(City and State)

for information on Pension + Health insurance please write  
to the office ~~...~~