

AGREEMENT

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This Agreement has been entered into August 12, 1965 by and between The Kroger Co. of Atlanta, County of Fulton, State of Georgia, herein-after designated as the Employer, and the Retail Clerks International Association, Local Unions Nos. 1063, Atlanta, Georgia, and 1657, Birmingham, Alabama, affiliated with the A.F.L.-C.I.O., hereinafter desig-nated as the Union.

INTENT AND PURPOSE

ARTICLE 1. 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.

COVERAGE

ARTICLE 2. The Union shall be the sole and exclusive bargaining agent for all workers in the following classifications: Part-time clerks, full-time clerks, head checkers, and head clerks in the grocery department of the stores of the Employer in Atlanta, Covington, Decatur, Marietta, LaGrange, Cartersville, Athens, Griffin, Newnan, Augusta, Rome, Carrol-ton, Macon, Columbus, Gainesville, Georgia; Anniston, Birmingham, Lanett and Gadsden, Alabama; and Chattanooga, Tennessee.

CHECK-OFF

ARTICLE 3. A. For the duration of the present contract or any renewal thereof the Employer agrees to deduct Union initiation fees and dues in such amount as Locals No. 1063 and 1657 shall determine and provide for its members generally, from the pay of each employee who has signed a properly approved authorization card. The Union shall officially, in writing, notify the Employer of its current initiation fee and monthly dues, and if there is any change, notice of the change will be given to the Employer in writing.

B. It is understood that the initiation fee shall be deducted from the next two weeks' pay of the employee so authorizing the deduction, and thereafter Union dues shall be deducted from the employee's first pay of each month.

C. If the law is changed to permit a "Union Shop," the following shop condition shall become effective when it is legal:

It shall be a condition of employment that all of the employees of the Employer covered by this Agreement who are members in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) day following the beginning of such employ-ment become and remain members in good standing in the Union.

MANAGEMENT RIGHTS

ARTICLE 4. The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable 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.

DISPUTE PROCEDURE

ARTICLE 5. A. The Union shall have the right to designate a shop steward for each store. It shall be the duty of the shop steward to demand and inspect the cards of those coming under the jurisdiction of this Union and to report his findings to the Union Office, and to perform such other duties as the Union may require. The Shop Steward shall perform his duties with the least inconvenience to his Employer as possi-ble. He is not to use his position as shop steward as an excuse to avoid performing his duties to his Employer.

B. Should any differences, disputes or complaints arise over the inter-pretation 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 the business agent, 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 Em-ployer so delegated by the Divisional Vice President, or both.
- Step 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the American Arbitration Association to furnish a panel of arbitrators from which the third arbitrator may be selected, and the decision of the majority shall be binding on both parties. The 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 may file a written complaint within five (5) 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 twentyfour (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three (3) working days after discharge.

E. No grievance will be discussed unless the outlined procedure has been followed.

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

G. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happended.

NO STRIKE, NO LOCKOUT

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

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

LEAVE OF ABSENCE

ARTICLE 7. A. Pregnancy: A full-time female employee 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 physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin not later than the end of the fourth (4th) month of pregnancy and will expire not later than three (3) months after birth or miscarriage. Said employee will be eligible for the first opening of employment within fourteen (14) days after the employee notifies the Employer of availability for work and has a doctor's release. If there is no opening within fourteen (14) days after notification of availability for work, the employee shall be given employment at the end of fourteen (14) days from such notification. To qualify for the second pregnancy leave, the employee must have completed at least twelve (12) months continuous service on the job since returning to work from her first pregnancy leave.

B. Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least one (1) 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.

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

D. Military Leave: Any employee in military service under the provisions of Federal Law, shall be returned to his job in accordance with such law.

E. Funeral Leave: In case of a death in the immediate family of a full-time employee, the employee shall be paid for a reasonable period of absence, depending upon the circumstances but not to exceed three (3) days, provided he attends the funeral. In no case will he receive more than his normal week's pay. "Immediate family" shall mean spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparents or any relative residing with the employee.

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

OTHER AGREEMENTS

ARTICLE 8. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

OTHER WORK

ARTICLE 9. 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 regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff.

B. An employee who is assigned to relieve a Head Clerk or a Head Checker for a period of one (1) week or more shall receive the minimum contract rate in effect in the store involved for such time spent on relief.

WAGES

ARTICLE 10. A. Rates of pay as set forth in Wage Schedule "A", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for 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.

WORKING CONDITIONS

ARTICLE 11. A. The hours for each employee shall be scheduled by the Employer. A schedule for full-time employees shall be posted by noon Friday for the succeeding week.

B. The work week shall consist of not more than forty (40) hours to be worked in five (5) days or less except in stores which close one-half $(\frac{1}{2})$ day per week, in six (6) days or less.

C. All work in excess of forty (40) hours shall be paid for at time and one-half $(1\frac{1}{2})$.

D. All work in excess of nine (9) hours per day shall be paid for at time and one-half $(1\frac{1}{2})$. This provision shall not apply to employees to whom a night premium is paid for work performed between store closing time and 6:00 a.m. (See last paragraph of Schedule "A".)

E. Time and one-half $(1\frac{1}{2})$ shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

F. There shall be no split shift schedules.

G. If a full-time employee is required to work outside of his schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

H. Employees shall be allowed one (1) hour without pay for lunch. No employee shall be required to work more than five (5) hours without a lunch period.

a lunch period. I. There shall be no work on Sundays or the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or on days legally celebrated in lieu thereof. Full-time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Full-time employees who are absent on their scheduled day immediately preceding a holiday or their scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay provided he worked any part of the holiday week. Overtime at time and one-half $(1\frac{1}{2})$ 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.

J. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. However, where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employee.

K. Any employee, except clerks working after school hours on week days, who is instructed to report for work shall be guaranteed at least four (4) hours work.

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

M. There shall be a fifteen (15) minute rest period for employees for each four (4) hours worked but not to exceed two (2) rest periods per day. Rest periods will be scheduled in accordance with the needs of the business but no earlier than one (1) hour after reporting time.

N. If an employee is transferred from one store to another, he shall be given twenty-four (24) hours advance notice of such transfer except in case of emergency.

O. Effective January 1, 1966, a part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 11, Paragraph I above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

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

P. 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.

SENIORITY

ARTICLE 12. 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 or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Any dispute over whether the Employer has given due regard to seniority as set forth in the sentence immediately preceding shall be subject to the dispute procedure provided herein. Agreed upon seniority lists shall be established and maintained and such lists shall be available to the Union at all times.

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 (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

C. During the first thirty (30) days of employment, a new full-time employee, and during the first sixty (60) days a new part-time employee, shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days in the case of full-time employees, and sixty (60) days in the case of part-time employees.

D. Part-time employees will be given preference for full-time jobs if qualified.

E. Each week the Employer will give the Union a list of newly hired employees, their store numbers and employment dates.

VACATIONS

ARTICLE 13. A. Employees will be entitled to vacation according to the policy of the Employer, a summary of which is attached as Schedule "B" except that employees with ten (10) or more years continuous service shall receive three (3) weeks vacation and employees with twenty (20) or more years continuous service shall receive four (4) weeks vacation.

B. In case a granted holiday falls during a vacation, the employee shall be given an additional day or pay in lieu thereof.

C. Effective January 1, 1966, a part-time employee who is not entitled to vacations 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 and part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52) as follows:

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

The qualifying date for all vacation purposes of any 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.

ABSENCE DUE TO JURY DUTY

ARTICLE 14. A. In case a 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.

B. When an employee is excused from jury service, either temporarily or permanently on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day.

SEPARATION PAY

ARTICLE 15. A full-time employee with more than six (6) months full-time service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing, or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during the week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one (1) additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice.

SEPARABILITY

ARTICLE 16. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

DISCRIMINATION

ARTICLE 17. No employee shall be discriminated against because of union affiliation or activities.

ARTICLE 18. 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 recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

D. 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.

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

HEALTH AND WELFARE

ARTICLE 19. A. This Article shall become effective May 1, 1963.

B. The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date. However, an employee who has worked an average of thirty-two (32) hours per week for the period of eight (8) consecutive calendar weeks (256 hours) immediately preceding May 1, 1963, shall become eligible for health and welfare benefits on such date and such date shall be his eligibility date.

C. Effective May 1, 1963, with respect to employees eligible on that date and effective on the first day of the calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) with respect to employees who complete the eight (8) consecutive calendar week (256 hours) period after May 1, 1963, the Employer shall contribute the sum of twenty-one dollars (\$21.00) per month for each eligible employee to the Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereinafter entered into by the parties hereto for the purpose of providing such health and welfare benefits. Such Health and Welfare Trust Fund.

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

- 1. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below;
- 2. the employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours). For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

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

- 1. In case of illness or non-work accident, six (6) months contribution following the month in which the illness or injury occurs.
- 2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
- 3. In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.
- 4. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkeness on the job or resigns to go into business for himself.

F. Effective May 1, 1963, 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-Medical 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 case will also be discontinued as of May 1, 1963.

G. Employer contributions which have been discontinued as provided above in paragraphs E-1, E-2 or E-3, will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

H. "The eight (8) consecutive calendar weeks" referred to in paragraphs B, C and D-2 shall mean "the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month."

EXPIRATION

ARTICLE 20. A. This Agreement shall continue in effect from May 2, 1965, through May 4, 1968, 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 prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

B. Increases in wage rates shall be retroactive to May 2, 1965. All other changes shall be effective the Sunday immediately following execution of this Agreement unless otherwise specified.

IN WITNESS WHEREOF the said parties have caused duplicate

copies to be executed by their duly authorized officers this 12th day of

August, 1965.

FOR THE UNION:

Local #1063 - Atlanta, Georgia Wm. N. Jenkins

Thomas O. Sneed

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Local #1657 - Birmingham, Alabama

FOR THE EMPLOYER:

Walter M. Baker

Marvin H. Saunders

SCHEDULE "A" WAGES

	Eff. 5-2-65		Eff. 5-1-66 Eff.		Eff.	11-6-66 Eff.		5-7-67	Eff. 1	Eff. 11-5-67	
	Hr. Rate	Wkly. Rate for 40 Hrs. Work	Hr. Rate	Wkly. Rate for 40 Hrs. Work	Hr. Rate	Wkly. Rate for 40 Hrs. Work	Hr. Rate	Wkly. Rate for 40 Hrs. Work	Hr. Rate	Wkly. Rate for 40 Hrs. Work	
FULL-TIME CLE	ERK M	ALE									
lst 6 months	\$1.57	\$ 62.80	\$1.62	\$ 64.80	\$1.67	\$ 66.80	\$1.72	\$ 68.80	\$1.77	\$ 70.8	
2nd 6 months	1.763	70.52	1.813	72.52	1.863	74.52	1.913	76.52	1.963	78.5	
3rd 6 months	1.819	72.76	1.869	74.76	1.919	76.76	1.969	78.76	2.019	80.7	
4th 6 months	1.875	75.00	1.925	77.00	1.975	79.00	2.025	81.00	2.075	83.0	
5th 6 months	1.954	78.16	2.004	80.16	2.054	82.16	2.104	84.16	2.154	86.1	
6th 6 months	2.056	82.24	2.106	84.24	2.156	86.24	2.206	88.24	2.256	90.2	
After 3 years	2.207	88.28	2.267	90.68	2.317	92.68	2.377	95.08	2.45	98.0	
FULL-TIME CLE	CRK F	EMALE									
1st 6 months	1.513	60.52	1.563	62.52	1.613	64.52	1.663	66.52	1.713	68.5	
2nd 6 months	1.705	68.20	1.755	70.20	1.805	72.20	1.855	74.20	1.905	76.2	
3rd 6 months	1.761	70.44	1.811	72.44	1.861	74.44	1.911	76.44	1.961	78.4	
4th 6 months	1.818	72.72	1.868	74.72	1.918	76.72	1.968	78.72	2.018	80.7	
5th 6 months	1.896	75.84	1.946	77.84	1.996	79.84	2.046	81.84	2.096	83.8	
6th 6 months	1.999	79.96	2.049	81.96	2.099	83.96	2.149	85,96	2.199	87.9	
After 3 years	2.10	84.00	2.15	86.00	2.20	88.00	2.25	90.00	2.30	92.0	
* Head Checker	2.336	93.44	2.396	95.84	2.446	97.84	2.506	100.24	2.579	103.1	
** Head Clerk	2.56	102.40	2.62	104.80	2.67	106.80	2.78	109.20	2.803	112.1	
*** Head Clerk	2.673	106.92	2.733	109.32	2.783	111.32	2.843	113.72	2.916	116.6	
**** Head Clerk	2.723	108.92	2.783	111.32	2.833	113.32	2.893	115.72	2.966	118.6	
*****Head Clerk	2.773	110.92	2.833	113.82	2.883	115.32	2.943	117.72	3.016	120.6	
PORTER											
lst year	1.564	62.56	1.614	64.56	1.664	66.56	1.714	68.56	1.764	70.5	
2nd year	1.631	65.24	1.681	67.24	1.731	69.24	1.781	71.24	1.831	78.2	
3rd year	1.699	67.96	1.749	69.96	1.799	71.96	1.849	78.96	1.899	75.9	
PART-TIME CLE	ERK										
Start After 6 mos. (1	1.39)1.43	6	1.44 L)1.48	(1.49 1)1.53	(1)1.54	(1)1.59		

*In stores with average weekly total sales of \$10,000 or more for the thirteen (13) periods ending 2/20/65 — One Head Checker.

**In stores with average weekly total sales of 8,000 to 15,000 for the thirteen (13) periods ending 2/20/65 — One Head Clerk.

***In stores with average weekly total sales of \$15,000 to \$25,000 for the thirteen (13) periods ending 2/20/65 — Two Head Clerks.

****In stores with average weekly total sales of \$25,000 to \$35,000 for the thirteen (13) periods ending 2/20/65 — Two Head Clerks.

*****In stores with average weekly total sales of \$35,000 or more for the thirteen (13) periods ending 2/20/65 — Two Head Clerks.

The part-time "after one year" rate in expired Agreement will be increased ten cents (10ϵ) per hour to \$1.54 per hour in Zone 1 and \$1.48 per hour in Zone 2 effective May 2, 1965. Effective the Sunday immediately following execution of this Agreement, a part-time clerk on the "after one year" rate will advance to the first six (6) months wage bracket of the "full-time clerk" wage schedule and for each 1040 hours worked thereafter will advance to the next highest wage bracket of the "full-time clerk" wage schedule.

(1) After six (6) calendar months at this rate, a part-time clerk will advance to the first six (6) months wage bracket of the "full-time clerk" wage schedule and for each 1040 hours thereafter will advance to the next highest bracket for the "full-time clerk" wage schedule.

A part-time clerk who is reclassified to the "full-time clerk" classification will advance to the "full-time clerk" wage bracket corresponding to his length of service with the Employer, considering 1040 hours equals six (6) months.

On new stores or stores which may be remodeled, the Head Clerk and Head Checker shall be paid his or her previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly total sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and the Head Clerk and Head Checker rates will then be adjusted to the new classification with retroactive adjustment to the opening of the store.

Effective May 1, 1966, and May 7, 1967, Head Checkers and Head Clerks will be classified based on the average sales basis provided herein but based on the average weekly total sales for the thirteen (13) periods ending March 26, 1966, and March 25, 1967, respectively. A new list of Head Checker and Head Clerk rates will be established based on the reclassification if changes are involved.

PREVIOUS EXPERIENCE

1. Previous proven comparable grocery experience in recognized national chain food stores shall be the basis for determination of employee's rate of pay.

2. Previous experience must be stated at time of employment and shown on application for employment, otherwise the employee forfeits any claim under this provision.

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

A night premium of seven cents (7ϵ) per hour (effective the Sunday immediately following execution of this Agreement, nine cents (9ϵ) per hour) shall be paid for work between store closing time and 6:00 a.m. exclusive of time spent by employees in normal store closing duties. This is separate from and in addition to the employee's basic rate.

SCHEDULE "B" 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

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

B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS

- A. Vacations must be scheduled in the calendar year except 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

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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 onefourth; 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.

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