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-- AGREEMENT --

•
RETAIL STORE
EMPLOYEES
UNION

Local No. 655

And

The

Kroger Company

of

ST. LOUIS, MISSOURI

•
1969 - 1972

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— A G R E E M E N T —

This Agreement was entered into by and between The Kroger Co., of St. Louis, Missouri, hereinafter designated as the "Employer" and the Retail Clerks' International Association, Local Union No. 655, affiliated with the American Federation of Labor, hereinafter designated as the "Union".

ARTICLE 1 INTENT AND PURPOSE

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

ARTICLE 2 COVERAGE

A. The Union shall be the sole collective and exclusive bargaining agent for all employees working in the retail stores, in the city of St. Louis and the counties of St. Louis, St. Charles and Jefferson, Missouri except store managers, those employed in the meat department, and those towns presently covered under other labor contracts.

B.-1 A regular employee is one who is employed an average of twenty-five (25)

hours or more per week for a period of four (4) weeks. All other employees shall be considered part-time employees.

B.-2 An employee who works twenty-five (25) hours or more in any week will receive the full-time rate of pay. An employee who works less than twenty-five (25) hours in any one week shall receive the part-time rate of pay.

C. No person other than the store manager, bonafide members of the Union, and employees working the first 30 days of their employment shall handle or sell groceries or vegetables or any other merchandise sold in the grocery department of the store. This restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respects: Union members entering the stores for the purpose of delivering bread and milk.

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

ARTICLE 3 SHOP CONDITION

A. All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor Management Relation Act of 1947, as amended.

B. All new employees shall report to the Union office before beginning to work and

register and must become members of the Union thirty-one (31) days after their employment date and thereafter shall as a condition of employment, maintain membership in good standing, consistent with the provisions of the Labor Management Relations Act of 1947, as amended.

C. No employee shall be deprived of membership in the Union except in accordance with the constitution and by-laws of the Union.

ARTICLE 4 MANAGEMENT RIGHTS

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

ARTICLE 5 DISPUTE PROCEDURE

A. The Union shall have the right to designate a shop steward for each store. A list showing the names and store addresses of all stewards is to be submitted to the

Employer. The steward shall have the top seniority with respect to lay-offs in his or her particular store.

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

Step 1. By conference between the aggrieved employee, the shop steward, or both and the store manager.

Step 2. By conference between the business agent and the zone manager.

Step 3. By conference between an official or officials of the Union and the personnel manager, the Divisional Vice-President, or a representative of the Employer, designated by the Divisional Vice-President.

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 person appointed by the Union and one person appointed by the Employer, and an impartial third party chosen by the first two. If the third arbitrator cannot be chosen within three (3) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of fifteen (15) names from which the third arbitrator may be chosen. The decision of the majority shall be binding on both par-

ties. The expenses 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 with the Employer within five (5) days after the date 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 forty-eight (48) hours, it shall be referred within a twenty-four (24) hour period to the Board of Arbitration. Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board.

E. Grievances must be taken up promptly, and no grievance will be considered, discussed or become arbitrable which is presented later than twelve (12) calendar days after such has happened.

F. Grievances will be discussed only through the outlined procedure, except in cases where there are no shop Stewards, Step 1 shall be omitted.

G. Any accredited Union official shall be granted access to the store for the purpose of satisfying himself that the terms of the Agreement are being complied with, but such official shall not interfere with the duties of employees or the business of the Employer.

ARTICLE 6 SEPARATION PAY

A regular employee (by Employer definition) who is separated for incompetence

or is permanently separated due to discontinuance of the job, store closing or reduction of force shall be given one week's notice or one week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee who is discharged for proper cause.

ARTICLE 7 FALSIFICATION OF PAYROLL

Falsification of payroll records shall be cause for discharge.

ARTICLE 8 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, except where Kroger members of Local No. 655 are affected.

B. The Employer agrees that there shall be no lockout. The failure of any member of the Union to pass through any American Federation of Labor picket line where The Kroger Co. is involved shall not constitute a violation of this Agreement.

ARTICLE 9 HOLIDAYS AND VACATIONS

A.-1 There shall be no work on Sundays or the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or on days legally celebrated in lieu thereof. In addition to the previously mentioned holidays, a personal holiday shall

be granted to regular employees who have had one (1) year or more of continuous service subject to the same conditions set forth in this Article for other holidays. This personal holiday shall be celebrated on any day which is mutually agreeable to the employee and the Employer. After an employee has worked more than one (1) year and has celebrated his first personal holiday, he will qualify for future personal holidays as of January 1. Any additional holidays proclaimed by the President of the United States, by Act of Congress, or by the Governor of the State of Missouri, commemorating the victory of the allied powers over Germany and Japan, or either of them, shall be observed the same as the above mentioned holidays, if it is generally observed by the retail stores of St. Louis, Missouri. There shall be no work after six (6:00) p. m. on Christmas Eve and New Year's Eve. Effective May 1, 1971 the stores shall be closed to the public at 5:30 p. m. on Christmas Eve and New Year's Eve in order to allow employees to leave no later than 6:00 p. m. On Congressional Election days, regular full-time employees, who are regularly scheduled for work on that day and who are eligible to vote, and vote, shall receive four (4) consecutive hours time off with pay at straight time rates on that day, such hours to be determined by the Employer.

A.-2 If in case of emergency employees are required to work on Sunday, they shall be paid at the rate of time and one-half the employee's regular rate. If in case

of emergency employees are required to work on any of the above named holidays, excepting Labor Day, they shall be paid at the rate of time and one-half the employee's regular rate in addition to the Holiday pay.

A.-3 The Employer must obtain permission from the Union office before the employees work in an emergency. In the event a sudden emergency occurs while the Union office is closed, the Employer must, within forty-eight (48) hours notify the Union office of such emergency.

A.-4 In addition to the above mentioned holidays, effective May 1, 1970, all regular employees shall receive a full day off, with pay, on their birthday. If the birthday falls on a Sunday or a holiday when the store is ordinarily closed, or on the regularly scheduled day off, the full day will be granted on any other day agreed between the employee and the store manager. The employee shall notify the store manager at least fourteen days prior to the birthday in order to qualify for this day off.

B.-1 All employees who have not been absent of their own accord on either the scheduled working day before or the scheduled working day after a holiday, that normally work twenty-five (25) hours or more per week, shall receive pay for any of the above mentioned holidays in accordance with the following schedule:

25 hours up to 32 hours per week —
6 hours pay

32 hours up to 36 hours per week —
7 hours pay
36 hours or over per week —
8 hours pay

“Normally work” shall mean the average hours worked per week during a period of four (4) weeks immediately preceding the holiday week, except that if an employee is hired for regular employment within the four (4) weeks immediately preceding the holiday week, such employee shall receive holiday pay or deferred holiday pay, based on the average hours worked during the four (4) week period from date of employment.

However, if a regular employee is absent on the scheduled working day before or the scheduled working day after a holiday due to proven illness, he shall receive the holiday pay provided he works any part of the holiday week.

B.-2 During weeks in which holidays occur, full-time employees will be scheduled for thirty-two (32) hours work in four (4) days. Weekly overtime will not be paid in a holiday week until after forty (40) hours of actual work.

B.-3 Effective May 1, 1970, part-time employees that are scheduled to work sixteen (16) hours per week and up to twenty-five (25) hours per week, shall receive pay for any of the above mentioned holidays (exclusive of the birthday holiday and personal holiday) based on the average hours worked during the preceding four (4) week period in accordance with the following schedule:

16 hours up to 20 hours - 3 hours pay
20 hours up to 25 hours - 4 hours pay

B.-4 Effective May 1, 1971, all employees, who have not been absent of their own accord on either the scheduled working day before or the scheduled working day after a holiday, shall receive holiday pay on a pro-rated basis; based on the average hours worked during the preceding four (4) week period in accordance with the following schedule:

Under 16 hours	2 hours
16 to 20 hours	3 hours
20 to 25 hours	4 hours
25 to 32 hours	6 hours
32 to 36 hours	7 hours
36 to 40 hours	8 hours

B.-5 Effective May 1, 1971 all employees with one year service will receive a personal holiday and all employees will receive a birthday holiday.

VACATIONS

C.-1 All regular employees who have been in the continuous employment of the Employer for one (1) year or more shall be granted one week's vacation with pay, based on the average number of hours worked for twelve (12) months immediately preceding vacation. All regular employees, who have been in the continuous employment of the Employer for three (3) years or more, shall be granted two (2) week's vacation with pay, based on the average number of hours worked for twelve (12) months immediately preceding vacation. All regular employees, who have

been in the continuous employment for ten (10) years or more, shall be granted three (3) week's vacation with pay based on the average number of hours worked for twelve (12) months immediately preceding vacation. All regular employees, with seventeen (17) or more years of continuous employment with the Employer, will receive four (4) week's vacation with pay, based on the average number of hours worked for twelve (12) months immediately preceding vacation. All regular employees, who have been in the continuous employment of the Employer for twenty-five (25) years or more, shall be granted five (5) week's vacation with pay, based on the average number of hours worked for twelve (12) months immediately preceding vacation. Vacations will be further governed by Employer policy.

C.-2 Effective May 3, 1970, all regular employees, who have been in the continuous employment of the Employer for fifteen (15) years or more, shall be granted four (4) week's vacation with pay, based on the average number of hours worked for twelve (12) months immediately preceding vacation.

C.-3 Effective May 3, 1970, part-time employees, who have been in the continuous employment of the employer for one year or more, averaging sixteen (16) hours to twenty-five (25) hours per week, shall be granted one week's vacation with pay, based on the average number of hours worked during the twelve (12) months immediately preceding the vacation.

C.-4 Effective May 3, 1970, part-time em-

ployees, who have been in the continuous employment of the employer for three years or more, averaging sixteen (16) hours to twenty-five (25) hours per week, shall be granted two week's vacation with pay, based on the average number of hours worked during the 12 month immediately preceding the vacation.

C.-5 Effective May 1, 1971, all employees who have been in the continuous employment of the Employer for one (1) year or more, shall be granted one (1) week's vacation with average pay.

C.-6 Effective May 1, 1971, all employees who have been in the continuous employment of the Employer for three (3) years or more, shall be granted two (2) week's vacation with average pay.

C.-7 Effective May 1, 1971, regular employees, who have been in the continuous employment of the Employer for eight (8) years or more, shall be granted three (3) weeks vacation with average pay.

C.-8 Effective May 1, 1971, regular employees, who have been in the continuous employment of the Employer for fifteen (15) years or more, shall be granted four (4) week's vacation with average pay.

C.-9 Effective May 1, 1971, regular employees, who have been in the continuous employment of the Employer for twenty (20) years or more, shall be granted five (5) week's vacation with average pay.

C.-10 The season of the year for taking vacations shall be mutually agreeable between the employee and the Employer.

The scheduling of the employee's vacation shall be governed according to seniority, if practicable. Employees shall receive earned vacation pay prior to their vacation.

C.-11 All part-time employees will receive a vacation of one (1) week for one (1) year's service and two (2) weeks for three (3) year's service and not to exceed two (2) weeks.

C.-12 Vacation pay for all employees will be determined by averaging the hours worked per week in the twelve (12) months immediately preceding the vacation.

D. If a holiday occurs during an employee's vacation, he shall be paid an additional day's pay or receive an additional day off in addition to his vacation pay.

ARTICLE 10 WAGES

Rate of pay as set forth in Schedule "A" attached hereto, shall remain in effect for the life of this Agreement.

ARTICLE 11 WORKING CONDITIONS HOURS

A. The maximum work week for all employees covered by this Agreement, payable on straight time basis, shall be forty (40) hours. All time worked in excess of forty (40) hours shall be paid at the rate of time and one-half.

B. The regular work day for all employees shall not exceed eight (8) consecutive hours per day.

C. All time worked in excess of forty (40) hours per week or eight (8) hours per day shall be paid at a rate of time and one-half the employee's regular rate of pay.

D. All regular employees shall receive one full day off per week between Monday and Saturday inclusive.

E. All time worked on the scheduled day off shall be paid at the rate of time and one-half the regular rate.

F. Overtime shall be paid on the day or on the week, whichever is greater, but in no case on both.

G. In stores where it is impossible to use a substitute for the lunch hour, such stores shall close for one-half hour.

MEAL PERIOD:

H. The meal period shall not exceed one hour and shall be allowed between the beginning of the fourth hour and the beginning of the sixth hour after starting time.

SCHEDULE:

I. The store manager will post a work schedule for all employees, by surname and initial, for the succeeding week by Saturday noon of the current week, satisfactory as far as possible to all employees. This schedule shall be accessible to all employees and the Union.

UNIFORMS:

J. Any uniform deemed necessary by the

Employer for its employees shall be furnished and laundered by the Employer.

K. When any employee shall report for work at the time and place ordered, or scheduled, then such employee shall be paid a minimum of four (4) hours pay at the regular rate. Students, who are available regularly for as much as four (4) hours on any day during regular store hours, shall be covered by the four (4) hour guarantee.

L. Starting time for full-time employees shall not be changed without twenty-four (24) hours notice to each employee affected by such change, except in case of emergency, caused by illness, absenteeism, etc.

M. No employee may work between the hours of 10:00 p.m. and 6:00 a.m. except that regular clerks and department heads may be scheduled to start their work day at 5:00 a.m., and further, employees may work up to 11:00 p.m. on Thursday and Friday night, provided that the store closes to the public, not later than 10:00 p.m., and provided further, that if this privilege is violated, it will be revoked unilaterally by the Union. Employees working to 11:00 p.m. shall have a minimum of eight (8) hours off between shifts. Effective May 1, 1970, employees may work until 11:00 p.m. on Wednesday, Thursday, and Friday nights, subject to the conditions above.

N. No employee shall be required to work split hours.

O. All stores having a weekly sales average in excess of \$12,000.00 shall have either a head grocery clerk or a head produce clerk. Stores having a weekly sales average in excess of \$18,000.00 shall have both a head grocery clerk and a head produce clerk. The Employer reserves the right to designate which other stores shall have these head grocery clerks and head produce clerks, but the Employer will consider suggestions from the Union.

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

Q. It is agreed that night work (after 6:00 P. M.) will be assigned on an equitable basis between all full-time employees and that no full-time employee will be required to work more than two (2) nights per week during a normal work week.

REST PERIODS:

R.-1 Full-time employees, working as Checkers, shall receive two (2) rest periods daily of fifteen (15) minutes each; without loss of pay. All other regular employees shall receive two (2) ten (10) minute rest periods daily. The first shall occur in the morning, and second in the afternoon, or the first in the afternoon, and the second in the evening. Part-time clerks, working as Checkers, who work four (4) hours, shall be entitled to one (1) fifteen (15) minute rest period, without loss of pay.

R.-2 Effective May 1, 1970, full-time employees shall receive two (2) rest periods daily of fifteen (15) minutes each, with-

out loss of pay. The first shall occur in the morning, and the second in the afternoon, or the first in the afternoon, and the second in the evening. Part-time employees, working as Checkers, for four (4) hours, shall receive a fifteen (15) minute rest period, without loss of pay. The rest periods shall be in lieu of and not in addition to the previous informal rest periods. Rest periods shall be scheduled 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.

R.-3 Effective May 1, 1971, all employees shall receive daily rest periods of fifteen (15) minutes each without loss of pay. Two (2) fifteen (15) minute rest periods for each eight (8) hour period and one (1) fifteen (15) minute rest period for each four (4) hour period.

JURY DUTY:

S. No regular employee (by Employer definition) shall suffer any reduction in take-home pay when summoned for Jury Duty. This situation shall not exceed ten (10) working days per calendar year.

FUNERAL LEAVE:

T.-1 A regular employee (by Employer definition) will be paid not to exceed three (3) scheduled working days in the event of a funeral in the employee's immediate family provided the employee attends the funeral and further provided that the employee shall not be paid beyond the date of the funeral. Immediate

family is defined as parents, brother, sister, spouse, son, daughter, present father-in-law, present mother-in-law, or any other relative residing with the employee.

T.-2 Effective May 1, 1971, the following will be added to T.-1: immediate family will also include brother-in-law, sister-in-law, present stepfather, present step-mother; in case of grandparents not living with the employee, one day will be given off, that day being the day of the funeral.

LEAVE OF ABSENCE:

U.-1 Leave of absence may be granted to regular employees (by Employer definition) having one (1) or more years of service, subject to written approval by the Personnel Department. The Union is to be notified of any such approval.

U.-2 In the event of illness or injury requiring prolonged leave of absence, regular employees (by Employer definition) shall, upon the furnishing of reasonable proof of illness or injury, be granted leave of absence not to exceed one (1) calendar year. Every three (3) months during such leave of absence, the Employer may require reasonable proof of continued illness or injury necessitating such leave of absence.

U.-3 The term "illness" as used herein shall not apply to pregnancy, but an employee whose employment has been terminated because of pregnancy shall be given preference for employment when a vacancy occurs in a position for which she can qualify, if such employee applies for

employment within nine (9) months from the date of termination. If such employee is rehired within the nine (9) month period, she shall be rehired with full seniority reinstated as of the date of her termination but seniority shall not accrue during the period of time off due to pregnancy. Failure to apply for rehire within the nine (9) month period shall waive all rights hereunder. It is further understood that a pregnant employee shall have her employment terminated not later than the beginning of the sixth month of pregnancy.

U.-4 Leave of absence for National Guard duty will be granted without pay if not taken during vacation period.

U.-5 In instances of leave of absence the employee may pay in advance to the Employer required amount of Health and Welfare premium.

V. Any employee advancing from clerk to head produce clerk or head grocery clerk shall receive one-half (1/2) the difference between the two rates immediately, and after a ninety (90) day period shall receive the full contract rate on classified job. Employees presently receiving the classified rate shall not be affected by the above. Regular employees relieving a department head for one (1) week or more shall receive the department head's rate of pay.

ARTICLE 12 INSURANCE

A. The Employer will pay the premium on the basic \$2,000.00 of group life and \$2,000.00 of group accidental death and

dismemberment insurance coverage with the Prudential Insurance Company that is carried by regular employees. The Employer will also pay the premium on the Health and Accident Insurance coverage with Kemba Mutual Insurance Association that is carried by regular employees. If a regular employee covered by Kemba Insurance is off the job due to a disability covered by Workmen's Compensation, the Employer will, beginning with the 8th day of disability, pay the difference between the Workmen's Compensation Benefit and the amount he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba benefits would have exceeded the Workmen's Compensation.

B. The Employer will pay the premium for regular employees for hospitalization insurance, with Group Hospital Service, Inc., Preferred Plan. The Employer will pay the premium for regular employees for Prudential Surgical-Medical coverage now available for regular employees. This means either the "single" or "family" plan, depending on the employee's marital status. It shall be the responsibility of the employee to advise the Employer of any change in marital status.

C. The Employer's definition of "Regular Employee" for the purpose of insurance coverage, shall apply to this Article.

D. In the event of a regular employee's injury on the job, and covered by Workmen's Compensation, the Employer will pay the premium specified in Article 12-B for a period not to exceed one (1) year.

E. As of midnight April 30, 1971, all Employer insurance covering employees will be terminated and Article 12 (F.-1) and (F.-2) will apply.

F.-1 Effective May 1, 1971, the Employer shall pay fifteen cents (15c) per hour for all hours worked at straight time, including vacations and holidays, with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the Retail Store Employees Union, Local No. 655 Welfare Fund.

F.-2 The sum so paid into said Welfare Fund shall be held in trust in said Welfare Fund and shall be used for the purpose of purchasing Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Group Accident and Sickness Insurance, and Group Surgical Expense Insurance for the employees and their dependents, as determined by the Trustees. The preceding paragraph shall not be construed to cover dependents with Group Life Insurance and Group Accident and Sickness Insurance. A copy of the Trust Agreement and any amendment thereto shall be made a part hereof as fully as if herein at length set forth.

ARTICLE 13 SENIORITY

A. In lay-offs 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 judgment after giving due regard to seniority.

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 lay-off and does not report for work within one (1) week.

C. An employee's seniority date shall be the date of employment or date of transfer into the unit covered by this Agreement.

D. Seniority lists will be established and maintained and shall be available to the Union. For regular employees, the seniority lists shall be on the basis of the unit covered by this Agreement. For part-time employees, the seniority lists shall be on an individual store basis. The Employer will furnish the Union a seniority list each six (6) months.

E. For the purpose of this Article, a regular employee is defined as an employee who generally works twenty-five (25) hours or more per week. A part-time employee is defined as an employee who generally works less than twenty-five (25) hours per week.

F.-1 The Employer will allocate the schedule with the most hours (not to exceed eight (8) hours per day or forty (40) hours per week) in accordance with seniority, availability, ability to perform the

work and job classification in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly allocated, he must advise the store manager within twenty-four (24) hours after the schedule of hours is posted or he has no claim on such schedule of hours.

F.-2 Effective August 10, 1969, F.-1 will be superceded by the following: When individual hours are increased or decreased, employees shall be eligible to exercise their seniority over junior employees after having first indicated to the store manager a desire to exercise their seniority.

G. A part-time employee advancing to a regular employee shall be placed on the regular employee seniority list as of that date.

H. A regular employee reduced to part-time shall retain his regular seniority date on the part-time list.

I. If an employee has been absent for a period of two (2) weeks and has failed to get a leave of absence, such employee shall forfeit his seniority rights. Absence from service caused by injury or illness shall be limited to one (1) year.

J. At the end of any leave of absence including leave of absence for illness and/or injury up to one (1) year, a regular employee shall be restored to employment with the Employer with full seniority to his former position, or to a position com-

parable to the position that he held immediately prior to such leave of absence, provided that the employee is physically able to perform work comparable to that which he performed prior to such leave of absence. Seniority shall not accrue during leaves of absence.

K. No regular employee shall acquire any seniority rights until he has been in the unit covered by this Agreement for at least thirty (30) days. After thirty (30) days in this unit, his seniority date shall revert to his date of employment or transfer into this unit.

L. No part-time employee shall acquire any seniority rights until he has been in the unit covered by this Agreement for at least sixty (60) days. After sixty (60) days in this unit, his seniority date shall revert to his date of employment or transfer into this unit.

M. Regular employees shall have seniority over part-time employees for the purpose of lay-off and recall.

N. Where a full-time job is available, a regular employee who is working less than forty (40) hours per week shall be given preference for such job considering seniority, job classification and ability, provided that he has advised the Personnel Department in writing that he is available for full-time employment.

ARTICLE 14 SEPARABILITY

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 by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 15 MILITARY SERVICE

Seniority rights shall accumulate during the absence of any employee drafted or volunteering under the Federal Selective Service Training Acts. Such an employee shall be reinstated to his former position or a similar position, provided the employee applies for same within ninety (90) days after discharge from service.

ARTICLE 16 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 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.

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

ARTICLE 17 PENSION

A.-1 Effective May 4, 1969, the Employer shall pay ten cents (10c) per hour for all hours worked at straight time, including vacations and holidays, with a maximum of forty (40) hours, for all employees covered by this Agreement into the Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer, as provided in the Agreement establishing the (such) Pension Fund.

Effective May 1, 1971, the Employer shall pay twelve cents (12c) per hour for all hours worked at straight time, including vacations and holidays, with a maximum of forty (40) hours for all employees covered by this Agreement into the Employer-Union Pension Fund.

A.-2 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer, as provided in the Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan, shall among other things, provide that all benefits under the plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any in-

come therefrom shall be paid out of the Pension Fund.

A.-3 Said Pension Plan and The Trust Agreement, establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec. 401, et seq, and that no part of such payments shall be included in the regular rate of pay of any employee.

A.-4 It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in A-2 above, but payment of contributions to the Fund will not be withheld or delayed pending such approval and rulings, provided, however, that if such plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

A.-5 The Employer shall be represented by two (2) of its employees, or by some other representative on the Board of Trustees administering such Pension Plan.

A.-6 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as fully as if herein at length set forth, when adopted.

B. It is further understood and agreed that all employees covered by this collective bargaining agreement shall, as of midnight July 2, 1966, 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 July 2, 1966.

ARTICLE 18 RECORDS

The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for pension contribution, insurance program and wage rates.

ARTICLE 19 EXPIRATION

This Agreement shall continue in effect from May 4, 1969, through May 6, 1972, and shall continue from year to year thereafter, unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

In witness whereof the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 12th day of May, 1969.

FOR THE UNION:

JACK VALENTI

FOR THE EMPLOYER:

K. A. MARSCHELL

W. P. BEDELL

SCHEDULE "A" WAGES

Clerks presently employed, who have been in the employ of the Employer for the following designated periods of time shall receive these minimum wages during the life of the Agreement:

A regular clerk is defined as one who is employed twenty-five (25) hours or more per week, and shall be paid according to the following minimum schedule.

	Eff. 5-4-69		Eff. 5-3-70		Eff. 5-1-71	
	Hour Week		Hour Week		Hour Week	
HEAVY DUTY CLERKS						
1st 6 months	2.875	115.00	3.00	120.00	3.175	127.00
2nd 6 months	3.00	120.00	3.15	126.00	3.35	134.00
3rd 6 months	3.15	126.00	3.325	133.00	3.55	142.00
4th 6 months	3.30	132.00	3.50	140.00	3.775	151.00
After 2 years	3.50	140.00	3.75	150.00	4.10	164.00

	Eff. 5-4-69 Hour Week		Eff. 5-3-70 Hour Week		Eff. 5-1-71 Hour Week	
LIGHT DUTY CLERKS						
1st 6 months	2.80	112.00	2.925	117.00	3.10	124.00
2nd 6 months	2.90	116.00	3.05	122.00	3.25	130.00
3rd 6 months	3.025	121.00	3.20	128.00	3.425	137.00
4th 6 months	3.125	125.00	3.325	133.00	3.60	144.00
After 2 years	3.225	129.00	3.475	139.00	3.825	153.00
DEPARTMENT HEADS						
Head Grocery Clerk	4.125	165.00	4.375	175.00	4.75	190.00
Produce Dept. Head	4.0375	161.60	4.2875	171.50	4.6625	186.50
Head Checker	3.325	133.00	3.575	143.00	3.95	158.00

HEAD DIARY CLERK classification will not be filled when vacated nor will it apply in new stores. Those present employees classified as Head Dairy Clerks will receive increases negotiated for other department heads so long as they remain in the job during this Contract.

PART-TIME EMPLOYEES: A part-time ployee is one who is employed less than twenty-five (25) hours per week, and shall be paid according to the following minimum schedule:

Effective 5-4-69:

0 - 3 months	2.25 per hour
3 - 6 months	2.35 per hour
Thereafter, for 520 hours	2.60 per hour

Part-time employees thereafter will receive the full-time starting rate per hour, and will be increased to the next progression rate per hour for each completed period of 1040 hours of service.

Effective 5-3-70:

1st 520 hours	2.45 per hour
2nd 520 hours	2.55 per hour
3rd 520 hours	2.65 per hour
4th 520 hours	2.80 per hour

Effective 5-3-70, no part-time employee shall receive less than twenty cents (20c) per hour increase.

Thereafter, the part-time employee shall advance to the next progression rate, based on 520 hours accumulation. At the com-

pletion of the fourth 520 hours progression step, part-time employees shall, thereafter, receive the full-time starting rate per hour, and will be increased to the next progression rate per hour for each completed period of 1040 hours of service.

Effective 5-1-71:

1st 520 hours	2.60 per hour
2nd 520 hours	2.70 per hour
3rd 520 hours	2.825 per hour
4th 520 hours	3.00 per hour

At the completion of the fourth 520 hour progression step, part-time employees shall, thereafter, receive the full-time starting rate per hour, and will be increased to the next progression rate per hour for each completed period of 1040 hours of service.

BAGGER-CARRY OUT: The duties of a bagger-carry-out employee are confined to bagging, carrying customer's purchases, handling bascarts, and keeping area in front of checkstands and store entrance clean, and are limited to working on Friday, Saturday, and days preceding holidays, not to exceed fourteen (14) hours per week, and shall be paid according to the following minimum schedule:

Effective 5-1-69 \$1.90 per hour

Effective 5-1-70, the Bagger-carry-out employee may work on Thursday, Friday, Saturdays, and days preceding holidays, not to exceed sixteen (16) hours per week, and shall be paid at the rate of \$2.00 per hour.

Effective 5-1-71 \$2.10 per hour

Wage increases shall be based on time actually worked and during any leave of absence (except military), the employee who has not reached the top of the wage progression scale shall resume his previous position on the wage progression scale upon return to work.

** In stores with weekly sales average from \$12,000 to \$18,000.

*** In stores with weekly sales average in excess of \$18,000.

It is agreed that when an employee is advanced from part-time to regular classification, that the total hours a part-time employment shall be divided by the basic work week to establish the full-time rate of pay. If an employee is reduced from full-time to part-time employment, the Employer shall not be required to pay in excess of the part-time employee's rate per week.

No employee shall have his pay reduced by reason of this contract.

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. During holiday weeks, employees who are not eligible for holiday pay under Article 9 (B.-1) shall be paid in accordance with this provision. The hourly rate shall be determined by dividing the pay for a full week's work by the number of hours in the normal work week.

The Employer agrees not to employ two (2) or more part-time employees in a store where it is possible to employ one (1) or more regular employees.

— SUPPLEMENT —

Supplement to the Agreement effective May 4, 1969, between The Kroger Co. of St. Louis, Missouri, and Retail Clerks Local Union No. 655, covering stores in St. Louis, St. Louis County and St. Charles, Missouri.

UTILITY CLERKS

	Effective 5-4-69	Effective 5-3-70	Effective 5-1-71
First 6 months	\$2.595	\$2.745	\$2.895
Second 6 months	2.72	2.87	3.02
After 1 year	2.845	2.995	3.145

The Utility Clerk classification is defined as covering clerks employed in retail stores whose duties are confined to sweeping, cleaning, handling salvage, bottles, etc., and assisting customers in parking lots.

If a utility clerk works part of his hours as a regular clerk, he shall receive the 0 to 6 months regular clerk rate for the hours worked as a regular clerk. When the hours worked as a regular clerk equals 1040, he shall then receive the 6 to 12 months regular clerk rate for the hours worked as a regular clerk. For each 1040 hours worked thereafter as a regular clerk, he shall receive the next step in the regular clerk rate for the hours worked as a

regular clerk. Where a utility clerk is now working part of his hours as a regular clerk and receiving the regular clerk rate for hours worked as a regular clerk, the Employer will start accumulating hours as of the Monday following execution of this Agreement for higher steps in the regular clerk rate.

Dated at St. Louis this 12th day of May, 1969.

FOR THE UNION:

JACK VALENTI

FOR THE EMPLOYER:

K. A. MARSCHALL

W. P. BEDELL

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

July 25, 1969

JUL 31 1969

*Now
working
54897*

Retail Clerks International Association
c/o Mr. Robert E. Sargent, Business
Administrator
1401 Hamilton
St. Louis, Missouri

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company of Missouri, located in St. Louis and St. Charles, Missouri and the Retail Clerks International Association, local #655. The agreement we have on file expired in May 1969.

Would you please send us a copy of your current agreement—with any supplements (e. g. , employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements.

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

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

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

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 726
 2. Number and location of establishments covered by agreement 140
 3. Product, service, or type of business groce
 4. If previous agreement has been extended without change, indicate new expiration date None
- Donald Gunn Bus Rep
(Your name) (Position)
1401 Hamilton St. Louis MO
(Street) (City and State)