

"Kroger"

Food

extended to

#6796  
9/73  
5/4/74  
MAY 21 1974

MEMORANDUM OF AGREEMENT

The "old agreement" with the following changes and modifications:

1. Expiration date of old agreements, with the addition of these agreed to changes to be changed to May 4, 1974.
2. Additional language to be added to existing language re "Violation of contract by outside salesmen or Manager or Co-Manager." This shall not preclude the union representative of the local from filing a grievance pertaining to a violation of this paragraph in the name of a particular employee, who shall be compensated in the method herein provided above.
3. Add to "Non-discrimination" language in existing agreements, the wording "or agents or representatives" in addition to the existing word "employer."
4. Modify language in existing agreements with respect to "Schedules" to provide that schedules will not be made out in pencil, but rather in ink or some other such permanent manner.
5. Delete the words "Friday and Saturday" with respect to preference of days off under existing seniority provisions with the understanding as discussed that the application of seniority is to "available" days off by classification of full-time employees.  
By agreement with the union, an individual employer may elect to rotate Saturday off between all employees in a particular classification, rather than to grant them to the more senior employees. Either of the above two paragraphs shall not preclude the right of the Employer to grant, on an individual request basis, a particular day off on an infrequent basis to an employee for a valid reason.
6. Add new language to existing sections on "Leaves of Absence, Illness and Workman's Compensation absences" to provide that if an employee presents a valid release from the employee's attending physician and/or Company Doctor (in those cases where illness or injury were involved); or, after notifying management of availability after a personal leave of absence, that the Employer will schedule the employee for work on the next posted schedule in accordance with his or her seniority, providing however, that the necessary notification and/or release was presented at least twenty-four (24) hours prior to the time called for in the Agreement for the posting of the written schedule.

IV-X-5/4/74

7. With respect to "Pregnancy leaves" in each individual Agreement, delete present language pertaining thereto and substitute new language:  
"On the same basis as leaves of absence for sickness in this Agreement, 'Pregnancy Leaves' will be granted when such written request is accompanied by a written statement from the attending physician certifying that the employee is pregnant and giving the anticipated commencement and expiration of such leave."
8. New clause to be added in appropriate existing language with regard to "Injury on the job."  
"When an employee, following an "on-the-job injury" is certified as ready and able to perform all regular duties by his or her attending physician and/or Company Doctor but requires continued medical treatments as a result of the same injury, the Employer shall adjust the work schedule, upon request, without penalty to the employee or Employer to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled by seniority and job classification."
9. "Stewards" - Existing language will be modified to provide for the appointment by the Union, where necessary, a second steward on the night shift with the understanding that only the senior steward will have the super seniority status provided for in the Agreement.
10. Provide in the Pension clause of the respective agreement that effective the First of the month following the signing of this Addendum, the contribution will become 14¢ per hour for all hours worked at straight time, including vacations and holidays.
11. Provide in the Health and Welfare clause of the respective agreement that effective the First of the month following the signing of this Addendum, the contribution will become 21-1/2¢ per hour for all hours worked at straight time, including vacations and holidays.
12. Bagger-Carryout classification. New language to be applied to this section to provide for a penalty for abuse of the use of this classification of employees for purposes other than those enumerated in the agreement.  
"In the event of a proven violation of the agreement with respect to the duties and use of the Bagger-Carryout classification, the aggrieved employee will be elevated to a part-time employee with a seniority date of that date and shall remain in that classification.

In the event of a second violation in the same store of the Employer within a six (6) month period (following the first violation), the union may advise the employer, in writing, that the classification of Bagger-Carryout in that store is terminated for a period of six (6) months; and that all employees in the Bagger-Carryout classification will be re-classified as of the first day of the next pay period to the appropriate part-time rate, and remain in this classification.

12. Bagger-Carryout classification (continued)

Violation constituted when work other than proper duties for Bagger-Carryout is by the direction of Management and/or work is done with management's knowledge.

Bagger may work both part-time and Bagger-Carryout duties in the same week. Proper classification to be noted in ink what classification scheduled for that shift. Pay would be for all hours worked that shift at respective rate.

13. Effective the first of the month following receipt of the Cost of Living Council approval or the removal of all economic stabilization controls, all regular employees, covered by this agreement at the time of ratification shall be entitled to receive three (3) paid sick leave days. If not used, shall be accumulated up to a maximum of six days. New regular employees shall accumulate on the basis of one day of sick leave for each four months of continuous employment with the Employer.

a. An illness of one day shall be paid by submission of a signed sick pay form to the store manager to accompany time card to payroll department. Final approval to be made by company Personnel Manager or his equivalent.

b. with a. Illness of two or more days, the employer may request reasonable proof or evidence of the illness, including a Doctor's certificate before the Employer shall be obligated to pay sick pay to any employee for such a period of illness.

c. Administrative rules, discipline, entitlement and definition of year shall be determined by a committee of union and employer representative.

14. "Below \$3.50 rate." As a part of this settlement, each Employer, on an individual basis, will implement, effective May 6, 1973, the appropriate called for contract rate or \$3.50, whichever is lower, for those individuals on the payroll as of date of ratification.

15. Dress code of company policy to be amended to allow the wearing of any light-colored dress shirt and neckwear required by the Employer will be furnished by the company.

16. Hair styles of employees, not conforming to the company's dress code, will be reviewed by Supervisor or Personnel Manager before any suspension or discharge of employee.

17. Delete present language with respect to "Rest Periods" and substitute the following new language:

"Employees working for four hours or more, but less than seven hours in a day shall be granted one fifteen minute rest period. Employees working seven hours or more in a day shall be granted two fifteen minute rest periods."

18. Amend lunch hour clause to read:

"Any employee working five hours or more shall be entitled to an unpaid thirty minute lunch period, by request."

19. "5.5 Implementation." As a part of this settlement, and as discussed and agreed upon between each individual Employer and the union, the Employer will implement on a retroactive basis, the 5.5 wage figures that have been agreed upon as being legally within the current Cost of Living Council guideline in this regard.

20. "Understanding" It is agreed by the Parties that following the signing of this Memorandum and upon request by the Union, that the Parties will meet on a mutually agreeable date for the purpose of discussing the Industry use of the "Constructive Advice Record."

21. The Parties agree that it is their intent, upon request from the Union, to commence negotiation in January, 1974, in connection with the new expiration date.

22. It is agreed between the parties that the subject of vacation shall be discussed early in 1974 and all change in benefits and/or computation methods will be applied on an equal basis to all vacation taken in year 1974, even to the point of retroactive payments on vacations taken during first one half of the year of 1974.

23. It is agreed between the parties that the union waives no rights because of this agreement in its pending Federal Court suits, or in the proceedings now pending before the Cost of Living Council in Washington.

24. Rates of Pay

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

Effective October 1, 1973

All Duty Clerk

First 6 months	\$3.75 per hour	\$150.00 per week
2nd 6 months	\$3.925 per hour	\$157.00 per week
3rd 6 months	\$4.125 per hour	\$165.00 per week
4th 6 months	\$4.375 per hour	\$175.00 per week
After 2 years	\$4.75 per hour	\$190.00 per week

Department Heads

Head Grocery Clerk	\$6.00 per hour	\$240.00 per week
Produce Dept. Head	\$5.9125 per hour	\$236.50 per week
Head Checker	\$5.00 per hour	\$200.00 per week

Part-time Employees

1st 520 hours	\$3.15 per hour
2nd 520 hours	\$3.25 per hour
3rd 520 hours	\$3.40 per hour
4th 520 hours	\$3.55 per hour

Bagger-Carryout \$2.40 per hour

This Agreement, along with any attached letter of understanding, shall be subject to ratification by the membership.

Upon ratification the effective date of this Agreement shall be October 1, 1973.

Accepted for:

RETAIL STORE EMPLOYEES UNION  
LOCAL 655

by \_\_\_\_\_

\_\_\_\_\_

Accepted for: (The Company)

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The rates on this sheet shall apply only to those Employers having the job classification set forth below.

Effective October 1, 1973.

Utility Clerks

1st 6 months	\$3.445
2nd 6 months	3.57
After 1 year	3.695

Drug Clerks

	<u>Per Hr.</u>	<u>Per Wk.</u>
0 - 6 mo.	3.125	125.00
6 - 12 mo.	3.25	130.00
12 - 18 mo.	3.425	137.00
18 - 24 mo.	3.60	144.00
Over 24 mo.	3.775	151.00

Inventory Crews

0 - 6 mo.	\$165.00 per wk.
6 - 12 mo.	175.00 per wk.
After 12 mo.	190.00 per wk.

Florist Clerks

	<u>Per Hr.</u>	<u>Per Wk.</u>
0 - 6 mo.	3.125	125.00
6 - 12 mo.	3.25	130.00
12 - 18 mo.	3.425	137.00
18 - 24 mo.	3.60	144.00
Over 24 mo.	3.775	151.00

Dairy Dept. Head - \$5.00 over top rate.

Closeup or Third Man - \$5.00 over top rate.

Home Care Center - \$10.00 over top rate.

Night Stock Crews - work at \$1.30 per hour premium over rate

Meat Department Rates for Stores where Meat Cutters are represented by Retail Store Employees Union, Local No. 655:

Effective October 1, 1973

Journeyman \$240.00 per week

Head Meat Cutter:

Under \$2,800.00	\$243.00 per week.
\$2,801.00 to \$3,800.00	250.00 " "
\$3,801.00 to \$4,800.00	257.00 " "
\$4,801.00 to \$5,800.00	262.00 " "
\$5,801.00 to \$6,800.00	267.00 " "
\$6,801.00 to \$7,800.00	271.00 " "
\$7,801.00 to \$9,000.00	275.00 " "
\$9,001.00 to \$10,000.00	278.00 " "
\$10,001.00 to \$12,000.00	281.00 " "
\$12,001.00 to \$14,000.00	284.00 " "
\$14,001.00 and over	287.00 " "

Wrappers shall be paid the same rate as all duty clerks.

Apprentices

1st 8 mo.	\$198.00 per week
2nd 8 mo.	205.00 per week
3rd 8 mo.	215.00 per week