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July 11, 1976

MEMORANDUM OF AGREEMENT

BETWEEN

THE KROGER CO. - CINCINNATI/DAYTON MARKETING AREA

AND

RETAIL STORE EMPLOYEES UNION LOCAL NO. 1099

This Memorandum of Agreement represents the changes from the present contract which expired July 3, 1976

PREAMBLE:

Delete reference to specification of date

The Employer will be referred to as the Kroger Co., Cincinnati Division of the Cincinnati/Dayton Marketing Area (KMA)

ARTICLE II. COVERAGE:

The Union shall be the sole and exclusive bargaining agent for all employees (except store managers, co-managers and meat department employees) in the stores of the Employer located in the Counties presently being operated in, by the Cincinnati Division of the Cincinnati/Dayton Marketing Area, excluding the stores located in Springboro, Ohio and Batesville, Indiana.

ARTICLE III. UNION SECURITY AND CHECKOFF:

Section E.

2. Each three (3) months, the Employer agrees to send to the Union office two copies of a list of employees, by store, specifying job classification, rate of pay, and seniority status.

New language - will be added in an appropriate position in the new Agreement:

The use of the male gender in this Agreement shall, except as the context requires otherwise, be deemed to include the female gender as well.

ARTICLE V. GRIEVANCE AND ARBITRATION PROCEDURE:

Section B. (Add between Step 1 and Step 2)

It is understood that grievances such as those pertaining to work schedules, constructive advice records, investigative proceedings, and other such matters within the control and scope of the store manager, will be introduced in Step 1; and that all other grievances will be introduced in Step 2 of the Grievance Procedure.

New language to be added to Article V, in addition to the procedures currently called for:

The parties agree that, in lieu of following the procedures outlined above in this Article (Grievance and Arbitration Clause) by mutual agreement, a special expedited arbitration process may be utilized.

In such case(s), the parties agree that no attorney will serve as the representative of either party, briefs will be waived, and no stenographic or mechanical transcript of the proceedings will be made.

It is further agreed that an arbitrator mutually selected to hear such a case must agree in advance to render a short form written decision within forty-eight (48) hours of the date of hearing. Although it is not anticipated that such cases will involve substantial questions of contract interpretation, the decision of the arbitrator will have the same force and effect as an award rendered pursuant to the more formal Arbitration Procedure detailed in Section C. The arbitrator shall, in no event, have the power to disregard or modify any provisions of the Agreement.

The parties agree, in such expedited cases, to present a stipulated issue to the arbitrator in advance of the hearing. Either party may withdraw its consent to submit an issue to the expedited process up to, but not after, the time at which the hearing is convened.

The Federal Mediation and Conciliation Service will be asked to furnish a panel of nine (9) names rather than the seven (7) now called for.

Section I.

Constructive advice records used by the Employer shall not affect the employee's right to file a grievance and upon signing such constructive advice record, shall receive a copy thereof. Any probationary period resulting therefrom shall be limited to a period not to exceed thirty (30) days. Additional periods of thirty (30) days may be imposed, if necessary improvement is lacking, and the employee and the Union will be advised.

When a constructive advice record is to be discussed with an employee, the employee, upon request, shall have the Union steward or Union representative present.

Any such constructive advice record not received by the Union within twelve (12) days of the consultation date shall be null and void.

ARTICLE VI. STRIKE AND LOCKOUT:

Section C. NEW

Following a work stoppage, it shall be the employee's responsibility to advise the store manager of their store, within a reasonable period of time, of their availability for return to work.

The Employer will then direct employees to start work on an orderly basis, as needed for the type of work being considered.

On the first full day following the end of the stoppage, employees will be placed in needed categories on a "first come, first served basis" considering the type of work to be performed.

On the second and subsequent days, employees who have made themselves available, will be placed in accordance with the seniority and available hours provisions of this Agreement for the type of work being considered.

It is the intent of this section that temporary employees will be replaced in an orderly and expeditious manner.

ARTICLE VIII. WAGES:

Section D.

3. By mutual agreement between the Employer and employee, an employee may be paid a rate lower than the rate corresponding to his previous experience.

Section E.

Add: For the purpose of this Section, no employee will be required to work the seven (7) minutes before or after his schedule.

ARTICLE IX. HOURS AND WORKING CONDITIONS:

Section D.

Paragraph 3 add: ...and except for those regular employees who are desirous of additional hours of work within the work week; and who have indicated this desire (and availability) in writing to the Employer's store manager (with a copy to the Union) in which case, by mutual agreement, such employees may be scheduled for more than two (2) nights per week without regard to the time and one-half requirements of this paragraph being honored for more than two (2) nights of work in the work week. Such written notice of intent under this paragraph shall stand for thirty (30) days and then until revoked in writing to the parties with one (1) week's notice. It is understood, however, that it is not the intent of the parties that frequent changes in this status be invoked.

Section E.

Add: Effective October 15, 1976, Employees working six (6) hours or less will not be scheduled for a meal period, unless this is prohibited by law.

By mutual agreement (and unless prohibited by law) between the store manager and the employee(s), one-half ($\frac{1}{2}$) hour shall be allowed for on the employee's own time for a meal period.

Section G. Change:

Effective October 15, 1976, By mutual agreement, an employee may indicate to the Employer's store manager in writing (with a copy to the Union) that pertinent contractual clauses notwithstanding with respect to available hours, preferred shifts, etc., that such employee may waive such application of seniority and request scheduled shifts based on personal preference for "day" or "nights" even if such scheduling results in a lesser number of hours than might have been obtained in some other manner. Such written notice of intent under this paragraph shall stand for thirty (30) days, and then until revoked in writing to the parties with one (1) week's notice. It is understood, however, that it is not the intent of the parties that frequent changes in this status be invoked.

Effective October 15, 1976, present contractual language calling for the posting of store schedules will be changed to require the posting "by noon on Friday". The deadline for claiming of available hours will be changed to 2:00 P.M. Saturday and shall be submitted in writing and initialled by a management representative.

However, the Union recognizes the Employer's problem with respect to rescheduling in cases of employee absenteeism. Accordingly, the parties have agreed upon the following application of this intent in such situations.

In the event that other employees must be called in to work as absentee replacements, the Employer will have such calls made at the Employer's direction by the Union steward or head cashier, if on duty at that time; or if not, by some other member of the bargaining unit.

If an eight (8) hour shift becomes available for a day(s), the most senior employee for the type of work being considered not scheduled for eight (8) hours will be called, and if reached, offered the eight (8) hours. If the schedule being vacated because of absenteeism is for less than eight (8) hours, the call will be made in the same fashion to the most senior employee for the type of work being considered, whose schedule would be enhanced by taking the absent employee's schedule.

Following those calls and the employee's acceptance or rejection of the change, the Employer will have the right to call in other employees and/or increase the hours of employees already on the schedule in order to take care of the Employer's business in the most expeditious manner possible and with a minimum of disruption to the already planned schedule.

Clerks cannot claim hours or shifts of department heads and assistant department heads, as provided in this Agreement.

Add: (eight (8) hours for department head classification)

Section J. Amend:

Effective October 15, 1976,

Any part-time employee who is instructed to report to work shall be guaranteed four (4) hours work, if the employee is available for four (4) hours work. It is understood, however, that the payment of four (4) hours shall not apply to part-time employees whose hours of work are restricted by circumstances beyond the control of the Employer. Such call-in guarantee shall not apply if the hours are not available due to Article XII., Section C, paragraph 1.

Section M.

Any employee classified as regular, who is separated for incompetence, or who is permanently laid off due to reduction of the work force, shall be entitled to one (1) week's notice or one (1) week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee discharged for proper cause.

Section S.

No employee will be required to take a polygraph or related test.

Section U.

The Employer agrees that there will be a minimum of two (2) employees, not necessarily members of the bargaining unit, in the store at all times when work is required.

Section V.

In the event that the Employer elects for business reasons to open stores on a "twenty-four hour basis", advance notice of such contemplated openings will be given to the Union, and no employee who is on the payroll on the date of ratification of this Agreement will be required to work in such stores (except for bona fide night stock crews) beyond 12:00 midnight and before 6:00 A.M.

ARTICLE X. SUNDAY AND HOLIDAY WORK:

Section A.

Add: It shall not be mandatory for the Employer to require a doctor's certificate in each and every case if the Employer's store manager has knowledge of an illness (where the employee has performed some work in the holiday week) that, in his opinion, would make the requirement of such certificate unnecessary.

Section D.

Add to Group 1: It is also agreed that Group 1 employees who are scheduled for less than eight (8) hours on a Sunday can claim available hours on a seniority basis for a total of eight (8) hours.

Section H.

Delete

Section I.

Add: It is understood, however, that such employees will not be used to obviate night stocking hours.

ARTICLE XI. SENIORITY:

Section A.

Add: Seniority rights of an employee within the bargaining unit shall be protected for a period not to exceed six (6) months in the event of a promotion to a supervisory position which is not considered part of the bargaining unit. The Union shall be notified when such promotions occur. If returned to the bargaining unit within six (6) months, the employee shall return to his previous job classification in accordance with his seniority.

If two or more employees have the same seniority date, the employee having the lowest Social Security Number shall be considered to have the greater amount of seniority.

Section C.

New paragraph two: Effective October 15, 1976, regular employees who are consistently available to work their posted work schedules that their seniority entitles them, shall not have their hours reduced by the claim of another regular employee who becomes available on a temporary basis. Such "temporarily available" employee shall be entitled, however, to the application of their seniority to claim any "new" additional hours that are scheduled during the period of their temporary availability.

New paragraph: Store manager trainee assignments will not be utilized to circumvent the available hours provisions of this Agreement.

Section E.

1. When a regular job classification becomes available, it shall be offered to part-time employees in the store in accordance with the available hours provisions of this Agreement.

2. Any other part-time employee who is available and desires a regular job classification in the bargaining unit, which does not

conflict with provisions set forth above, shall advise the zone manager and state in writing with a copy to the personnel manager and the Union his desire for regular job status. Only employees whose written request is on file will be considered giving due regard to seniority.

Section F.

1. (a) Seniority within the clerk classification shall be determined as follows:

Employees, regular and part-time, within their respective seniority list in a seniority area; adjoining seniority area in the same zone; store in the zone next closest to the employee's residence; Union jurisdiction

(b) and (c) - Delete

(b) New: Seniority zones will be as set forth in Schedule "C" attached.

7. Effective October 15, 1976, part-time employees with three (3) months or more of seniority, whose hours are reduced Monday through Saturday to less than sixteen (16) hours, through no fault of their own, shall have the opportunity to transfer and displace the least senior part-time employee on the same basis as specified in Section F-3 above of this Article, pertaining to regular employees, provided the employee exercises this opportunity in writing to the zone manager with a copy to the Union not later than the Monday immediately following a reduction in hours, as specified above. The Employer will arrange the transfer at the beginning of the next week after the request. The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

Section G.

Delete present language and replace with the following:

Before the application of the procedures called for in this Article, paragraphs 3 through 7, the Employer will attempt to place the affected employees so that the need for employee displacement is eliminated and/or minimized. The Union will discuss these possibilities with the Employer when requested to do so, and any mutually agreeable decisions on placement reached between the Employer and the Union shall supercede the other procedures called for in these paragraphs.

Section J. New Store Notification:

When a new food store is to be opened and staffed by the Employer in one of the Counties listed in Article II., Coverage, the Employer's personnel department will arrange for the posting in each of the Employer's stores in the zone in which the new store is to be located an appropriate form giving notice of the new store, its location and its approximate opening date. Those employees wishing to be considered for transfer and placement in that store may make their wishes known by signing the form within seven (7) days of posting and supplying the necessary information called for on the form.

ARTICLE XIV. LEAVES OF ABSENCE:

Section B.

Add: It is understood that the number of employees so designated, requesting this leave, will not be so great in total, or on an individual store basis, so as to adversely affect the prudent operation of the Employer's business.

Section G.

Amend to read: Upon notice to the store manager (rather than Employer) of availability for work following absences because of a bona fide sickness or accident....etc.

ARTICLE XV. FUNERAL LEAVE:

Amend to read: A maximum of four (4) scheduled work days at straight time in the event of death of the employee's spouse or child. 614
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NEW ARTICLE:

Incorporate new Article pertaining to night stocking crews

It is recognized by the parties that four (4), ten (10) hour shifts or one (1), ten (10) hour shift is not practical for all stores; however, on the basis of mutual agreement between a store manager and individual employees, such individual employees of the night stocking crew may be scheduled one (1) night at ten (10) hours per shift, or four (4) nights at ten (10) hours per shift, within the normal work week. Under these conditions, Article IX., Section C will not apply.

For those night stocking crew employees whose starting time commences at 9:00 P.M. or after, the provisions of Article IX., Section D-3 shall not apply.

Starting times as well as any ten (10) hour shifts that are agreed to on a mutual basis will be offered first to the more senior employees of the night stocking crew.

An employee on the night stocking crew desiring day work shall advise the zone manager in writing with copies to the personnel department and the Union. Such written request will be recognized by seniority by the Employer as future day positions become available.

Posting of night schedules for night crews will be posted for the coming week on Friday before the night crew ceases work, as per schedule.

ARTICLE XXI. TECHNOLOGICAL CHANGES:

Add: The Employer and the Union recognize that technological change involving certain automated equipment is now available to the retail food industry, particularly as it pertains to the Universal Product Code and electronic checkout equipment. In recognition of this, the parties agree that:

1. Where installation of any such equipment will materially affect bargaining unit work, the Union will be prenotified by the Employer.
2. The Employer has the right to install such equipment.
3. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
4. Where any employees would be displaced by such installation, the Employer will make every effort to affect a transfer in accordance with the transfer provisions of the Agreement.
5. If a regular employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding displacement is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:

- (a) The employee had two (2) or more years regular service
- (b) Does not refuse a transfer within the bargaining unit area as outlined in the Agreement
- (c) Does not refuse to be retrained or reassigned
- (d) Such action does not occur more than six (6) months from date of installation
- (e) Does not voluntarily terminate employment

6. Severance pay (for those employees covered in #5 above) would be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.

7. Severance pay would equate the average number of hours worked the eight (8) weeks preceding displacement, not to exceed forty (40) hours straight time pay.

NEW ARTICLE - STORE CLOSINGS:

In the event that the Employer permanently closes, or sells a store and employees are terminated as a result thereof, separation pay will be paid under the conditions detailed below.

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An employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding his separation due to the sale or closing will qualify for separation pay if:

- (a) The employee had two (2) or more years of service
- (b) Does not refuse a transfer within the bargaining unit as outlined in the Agreement, or retraining or reassignment in connection therewith
- (c) Does not voluntarily terminate employment

Such employees will be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.

Severance pay will equate the average number of hours worked in the eight (8) weeks preceding separation, not to exceed forty (40) hours straight time pay.

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following the termination of those employees who are eligible for such payments and who receive separation pay, except for those employees who secure employment with an already contributing Employer.

Employees who receive separation pay shall also be entitled to holiday pay as prescribed in the contract for any holiday that falls within a period of thirty (30) days after termination.

All monies due employees shall be paid in a lump sum upon termination.

Any employee who is terminated and who is eligible for, and accepts severance pay, forfeits all seniority and recall rights. An employee who does not accept severance pay shall retain his recall rights for a period of six (6) months, and if still not recalled by the Employer, shall then receive his severance pay and has no further recall rights.

If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

The Employer agrees to give the employees and the Union at least four (4) weeks notice in advance of a store closing or sale. When such notice is given, employees shall remain with the Employer until the closing or forfeit his rights under this Article, unless an exception is mutually agreed to in writing by the Employer and the employee with a copy to the Union. H47
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No benefits shall accrue under the terms of this Article, unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, then this Article shall not apply.

Any vacation pay or holiday pay paid to the employee at termination will be based on the highest rate of pay paid to the employee during the one (1) year prior to the receipt thereof.

ARTICLE IX. HOURS AND WORKING CONDITIONS:

Section G.

Add: Effective October 15, 1976, the Employer will make every effort where the needs of the business are not adversely affected to schedule on a consistent basis regular forty (40) hour employees a regular day off, type of work being considered.

Section N. Rest Periods

All employees who work more than three (3) hours up to and including six (6) hours in a day shall receive a fifteen (15) minute rest period. Employees who work more than six (6) hours in a day shall receive two (2), fifteen (15) minute rest periods. No rest period may be scheduled until an employee has worked at least one (1) hour; however, the Employer will make every effort to schedule the rest period as near to the middle of the work shift as possible. G21
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Section O.

Paragraph 3 - delete: "A co-op student who alternates schooling and full-time Kroger employment, and who does not qualify as a "regular" employee under this definition will immediately so qualify if the employee accepts full-time Kroger employment upon completion or discontinuance of the employee's co-op program. The employee's continuous service record will be dated back by the number of weeks worked while participating continuously in a Kroger co-op program."

ARTICLE X. SUNDAY AND HOLIDAY WORK:

Section B.

Add: In lieu of sick days, effective January 1, 1978, regular employees shall be entitled to two (2) additional holidays at eight (8) hours straight time pay for a total of four (4) days to be paid with the first week of vacation in 1978.

Effective January 1, 1979, regular employees shall be entitled to one (1) additional holiday at eight (8) hours straight time pay for a total of five (5) days to be paid with the first week of vacation in 1979.

ARTICLE XVII. VACATIONS - SCHEDULE "A"

Effective January 1, 1978, four (4) weeks after fourteen (14) years of service; five (5) weeks after eighteen (18) years of service; effective January 1, 1979, three (3) weeks after seven (7) years of service

ARTICLE XIX. HEALTH AND WELFARE:

These sections will be modified to provide for the following increases in the rate of the Employer's contribution for this purpose:

	SECTION "A"	SECTION "B"
	Regular	Part-time
November 1, 1976	+\$5.00 per month	+\$2.00 per month
November 1, 1977	+\$9.00 per month	+\$3.00 per month
November 1, 1978	+\$10.00 per month	+\$3.00 per month

ARTICLE XX. PENSION:

Section A.

This section will be modified to provide for the following increases in the rate of the Employer's contribution for this purpose:

July 1, 1977 + 5¢ per hour (25¢ per hour)
 January 1, 1978 + 5¢ per hour (30¢ per hour)
 January 1, 1979 + 5¢ per hour (35¢ per hour)

ARTICLE XXII. EXPIRATION:

Three (3) year Agreement to expire July 7, 1979

COST OF LIVING:

For the term of Appendix "A" - Wages - of this Agreement only, all classifications of employees shall be covered by the provisions of a Cost of Living allowance as set forth below.

The amount of the Cost of Living allowance, if any, shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers" (all items) published by the B.L.S., U. S. Department of Labor (base Period 1967-69-100) and referred to herein as the "Index".

The first Cost of Living allowance shall be effective the first full pay period beginning on or after January 1, 1978 based on the difference between the Index figures of June 1977 and the Index figure for November, (published in December, 1977) and shall continue in effect until the expiration of this Agreement.

The second Cost of Living allowance shall be effective the first full pay period beginning on or after January 1, 1979 based on the difference between the Index figure of June 1978 and the Index figure for November, (published in December 1978), and shall continue in effect until the expiration of this Agreement.

The basis of such adjustment, if any, to be made under this schedule shall be 1¢ per hour cost of living allowance for each full four-tenths (.4) increase, if any, in the Index during the above stated review periods.

It is further agreed by the parties, that in the application of the above formula, that there shall be a minimum adjustment guarantee, of ten cents (10¢) per hour; and a capped maximum possible adjustment, by formula, of fifteen cents (15¢) per hour.

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OMB No. 44-R0003
App. exp. March 31, 1980

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

November 16, 1976



Office of the President
Retail Clerks International Association
2562 North Bend Road
Cincinnati, Ohio 45239

RECEIVED
NOV 18 1976
OFFICE RETAIL CLERKS
LOCAL #1099

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company with your local 1099. The agreement we have on file expired July 1976.

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.

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. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

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

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved 2250
2. Number and location of establishments covered by agreement 65 stores
3. Product, service, or type of business Retail food (Cincinnati area)
4. If your agreement has been extended, indicate new expiration date 7/7/79

James M. Connelley President
(Your name and position)

2562 North Bend Rd
(Address)

513-681-4000
(Area code and tel. no.)

Cinti. Ohio 45239
(City, State, ZIP code)