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AGREEMENT *6,200 res*

By and Between

The Kroger Company

Louisville Division

And

**The United Food And
Commercial Workers
International Union
Local Union No. 227**

Affiliated with the A.F.L. - C.I.O.

TERMS: July 7, 1985
through July 9, 1988



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UNITED FOOD AND COMMERCIAL WORKERS
LOCAL # 227

LOUISVILLE STORES

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SCHEDULE "A"—VACATION POLICY
SCHEDULE "B"—WAGES
MEAT PLANT SUPPLEMENT

TERM: July 7, 1985 through July 9, 1988

AGREEMENT

This Agreement entered into by and between The Kroger Co. of Louisville, Jefferson County, Commonwealth of Kentucky, its successors and assigns, hereinafter designated as the Employer, and the United Food and Commercial Workers International Union (U.F.C.W.) Local Union No. 227, affiliated with the AFL-CIO, hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

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.

ARTICLE 2. COVERAGE

The Union shall be the sole and exclusive bargaining agent for all employees of the Employer's stores currently operated by the Louisville Division, except store managers and parking lot attendants. It is understood, however, that the employees of the Employer's stores in Evansville, Princeton and Vincennes, Indiana, and Mt. Carmel and Olney, Illinois, excluding store managers, are represented by other bargaining agents and are excluded from this coverage. The Union shall be the sole and exclusive bargaining agent for all employees of the Employer in the Meat Plant working in these classifications shown in Schedule "B" of the Supplement of this Agreement.

ARTICLE 3. SHOP CONDITIONS

A. It shall be a condition of employment that all

employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

B. The Employer agrees to first call the Union when hiring new help. However, if competent help cannot be supplied by the Union, in the judgment of the Employer, the Employer reserves the right to employ other help subject to Section A of this Article.

C. The Employer shall, for the term of this Agreement, deduct initiation fees, as authorized, and shall deduct Union dues from the first pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of Local #227.

D. The Employer agrees to accept from the Union on January 15th, April 15th, July 15th, and November 15th of each year A.B.C. (Active Ballot Club) check off cards.

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, relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees, and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 5. DISPUTE PROCEDURE

- A.** The Employer will recognize a shop steward.
- B.** Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, either party may file a grievance. There shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee and/or the shop steward and/or the Union representative, and the immediate supervisor. If the grievance is not settled in this first step, it shall within seven (7) calendar days be reduced to writing, signed by the aggrieved employee and referred to Step 2.

Step 2. By conference between an official of the Union and the Zone Manager. If the grievance is not settled in this first step, it shall within seven (7) calendar days be referred to Step 3.

Step 3. By conference between an official or officials of the Union and the Division Vice President,

a representative of the Employer so delegated by the Division Vice President or both.

Step 4. In the event the last step fails to satisfactorily settle the complaint, it shall be within seven (7) calendar days referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the representative of the union and one (1) person appointed by the Employer. Said two (2) persons shall within seven (7) calendar days after disagreement in Step 3, request the Federal Mediation and Conciliation Service to submit a panel of fifteen (15) arbitrators from which the third (3rd) arbitrator may be chosen. Additional panels may be requested as needed. The decision of the majority shall be binding on the Employer, the Union and the employee. It is understood that the Board of Arbitration is not empowered to change, modify, or alter this Agreement or any supplements thereof. The expense of the third (3rd) arbitrator shall be shared jointly by the Union and the Employer.

D. The Employer may at anytime discharge or suspend any employee for cause. The Union may file a written complaint with the Employer asserting that the discharge or suspension was improper. Such complaint must be presented within seven (7) calendar days and referred to Step 3. The parties then have thirty (30) days to settle the dispute or such dispute is immediately forwarded to Step 4.

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

F. Lengthy discussions between employees and representatives of the Union, or among themselves concerning disputes, shall not take place during working hours.

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

The store manager will not reduce total part-time hours from the schedule if a grievance is filed regarding claiming of hours. The manager has the right to correct a scheduling error without penalty if brought to his attention.

H. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than seven (7) calendar days after such has happened. The senior employee filing a grievance will receive the award agreed upon.

I. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

J. No constructive advice record will be used against any employee after it has been in effect for two (2) years.

ARTICLE 6. NO STRIKE, NO LOCKOUT

During the term hereof, the Union agrees that there shall be no official 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.

ARTICLE 7. WAGES

Rates of pay and pay schedules as set forth in Wage Schedule "B" attached hereto, shall remain in effect for the

life of this Agreement and shall constitute the basis for determination of wages for time worked.

ARTICLE 8. WORKING CONDITIONS

A. The hours for each full-time employee shall be scheduled by the Employer. The Employer will post a work schedule for the week by noon (12:00) Friday of the preceding week.

B. The basic workweek shall be forty (40) hours to be worked in five (5) eight (8) hour days (thirty-two (32) hours to be worked in four (4) eight (8) hour days in a holiday week excluding the holiday) Monday through Saturday.

C. All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half ($1\frac{1}{2}$) the employee's straight-time hourly rate. In a holiday week, time and one-half ($1\frac{1}{2}$) will be paid after the employee has worked thirty-two (32) hours at the straight-time rate. Overtime shall be paid on the daily basis or weekly basis, whichever is greater, but in no case on both.

D. There shall be no split shift schedule for employees. It is understood the Employer will notify an employee at least two (2) hours in advance of their starting time if the employee is not needed for work.

E. Any employee responsible for the control of inventory can, on reasonable occasions, check his store charges, credits, and sales.

F. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. However, where dacron or other similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee. The Employer shall pay for sharpening tools.

G. A lunch period of one (1) hour on the employee's own time shall be granted approximately in the middle of the work shift but no employee shall be required to take a lunch period less than three (3) hours after reporting for work. Where an employee is scheduled for six (6) hours or less work in a day, it is not mandatory that a lunch period be granted. Where an employee is scheduled for more than eight (8) hours work in a day and is scheduled past 6:30 p.m., the employee may, at his or her option, have a scheduled time off of thirty (30) minutes for supper, on the employee's own time.

Employees working on a night stock crew may exercise an option to take a one-half ($\frac{1}{2}$) hour lunch break, provided the majority of the crew chooses such an option and notifies the store manager prior to the schedule being posted. The night checker who works past 10:00 p.m. with the night stock crew may elect to vote with the crew whether to elect a one-half ($\frac{1}{2}$) or one (1) hour lunch period (provided the employee is eligible for a lunch period,) Employees are required to take their lunch period if granted per language in this paragraph.

H. Employees shall have a fifteen (15) minute rest period for each half of a working day. Employees shall be granted a fifteen (15) minute rest period for work up to and inclusive of six (6) hours worked. Employees scheduled for shifts of more than six (6) hours will be granted a second fifteen (15) minute break. Rest periods shall be granted as near the middle of the work period as is possible. Employees shall punch time cards for rest periods.

I. An employee who is scheduled to work shall be guaranteed four (4) hours of work or four (4) hours pay at his straight-time rate in lieu thereof on the day so scheduled, provided the employee is available for work and reports for work as scheduled.

J. Any full-time employee who works more than two (2) nights per week past 6:00 p.m. shall be paid time and one-half (1½) his regular hourly rate for all work between 6:00 p.m. and 6:00 a.m. beginning with the third night worked in any week except that work between 6:00 p.m. and 6:30 p.m. shall be paid for at straight-time on any day when the store closes at 6:00 p.m. and such work shall not be counted as night work. This provision does not apply to employees on a regularly scheduled night stocking operation. (Employees promoted to full-time after 6/1/80 will be paid time and one-half (1½) as above after the third night worked.)

K. Insofar as possible, Friday and Saturday night work will be rotated by seniority within the classification or job assignment for both full-time and part-time, full-time with full-time and part-time with part-time. This, of course, does not apply to employees on night stock crews. Department Heads shall not be excluded from night work.

L. An employee relieving an employee in a classified job (as classified in Schedule "B") for one (1) week or more, shall receive the rate of pay for that classification.

M. Any full-time journeyman meat cutter scheduled for forty (40) hours work will receive journeyman rate for all hours worked provided he works as a meat cutter at least a portion of that week.

1. Part-time journeymen will receive journeyman pay for hours worked as meat cutters and clerk pay for hours worked as clerk.
2. Full-time journeyman in lieu of a layoff may exercise his seniority to work as a clerk at top clerk rate for a forty (40) hours schedule.
3. Journeyman working as a clerk may be used as a meat cutter to replace any meat cutter who is

scheduled but fails to show up for work. In this case, only those hours worked as a meat cutter will be paid at journeyman rate.

4. When meat clerk work is available in the Meat Department, journeyman working at the clerk rate may perform that work at clerk rate.

N. Stores will close Christmas Eve at 5:00 p.m. and no one will be required to work later than 5:30 p.m. unless necessary to serve customers that were in store at closing time.

O. Employees shall be allowed at least eight (8) hours off between shifts except in cases of emergency.

P. Store rules shall be division-wide and a copy of all changes in store rules shall be sent to the Union.

Q. Raingear will be provided for carryouts.

R. When meat is offered for sale between the hours of 6:00 a.m. and 8:00 p.m., an employee in the apprentice classification or higher will be assigned to the Meat Department.

S. No bargaining unit employee will be required to work in a store unless there is at least one (1) other member of the bargaining unit or a member of management in the store at the same time.

ARTICLE 9. SUNDAY & HOLIDAY PROVISIONS

A. The following shall be recognized as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or any other day or part thereof declared as a holiday by the Employer in any community. One additional day's pay (maximum of eight (8) straight-time hours) shall be paid with vacation pay in lieu of a seventh (7th) holiday for those full-time employees and part-time regular employees grandfathered as of June 1,

1980 who qualify for vacation. The employee's birthday shall be recognized as a personal holiday to be observed on a mutually agreed upon day within fourteen (14) days of the actual birthday date. Part-time employees with one (1) or more years service will receive four (4) hours straight-time pay as their birthday holiday.

The day or days pay to be added to vacation pay will not be reduced as a result of the vacation pay reduction method as outlined in Employer policy.

A-1. All employees with one (1) or more years of continuous service with the Employer will be entitled to an additional holiday subject to the other provisions of this Agreement. This holiday will be taken as a day's pay (maximum of eight (8) straight-time hours) to be paid with the first week of vacation or, at the employees option, may be taken as a mutually agreed upon day. Choice of the day's pay must be made by the date of vacation selection. The option of a personal day must be taken no later than November 1 of any year unless the employee's anniversary date and first personal day occur after November 1.

B. Work performed on Sundays and the above holidays shall be paid for at time and one-half ($1\frac{1}{2}$) the straight-time hourly rate of pay. Eight (8) hours straight-time wages shall be paid for a full day's holiday not worked. Where a holiday for part of a day is declared, the employee shall receive eight (8) hours pay for that day provided he works the designated number of hours for the day.

C. Full-time employees who work a full week (thirty-two (32) hours) in which a holiday occurs shall receive eight (8) hours straight-time pay in addition to hours worked. Full-time employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive

holiday pay provided he worked any part of the holiday week. Any hours worked in excess of thirty-two (32) during a week in which one of the above listed holidays occur shall be paid for at the rate of time and one-half (1½) the regular rate of pay. Part-time employees who work thirty-two (32) hours during a holiday week shall receive holiday pay on the same basis as full-time employees and part-time employees regularly working thirty-two (32) or more hours per week will not be reduced below thirty-two (32) hours in a holiday week to avoid payment of holiday pay.

D. A part-time employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays set forth in Article 9, A. 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 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 (except as otherwise provided in paragraph "B" above)	6 hours

E. Each January 1, May 1, and September 1, a list will be posted in each store for full and part-time Sunday and holiday work. Interested employees will sign the sheet and

be rotated. If an employee "passes" twice in a period, he is eliminated from the list for that period. Two (2) copies of the list will be posted for each store and, when completed, will be initialed by the store manager and shop steward. Full-time employees indicating a continuing preference for Sunday and holiday work shall be rotated by seniority within the classification and job assignment. If there are insufficient volunteers, inverse seniority will be applied to qualified employees to cover the work.

F. Sunday and holiday hours of work shall be included for the purposes of qualification for Health and Welfare, Pension, Vacation, and holiday pay.

ARTICLE 10. NEW EMPLOYEES

A. The Employer agrees to consider past comparable experience in the retail food industry. The employee will receive the appropriate clerk starting rate for the first twenty-one (21) days. Final adjustment as to job classification and rate of pay will be determined by the Employer, the employee and the Union within twenty-one (21) days from date of hire. If agreement is not reached by all the parties, the employee will be terminated.

B. The Employer shall notify the Union in writing of all newly hired employees including the starting rate of pay.

C. New hires starting work on the same day will establish their seniority by "picking numbers from a hat".

ARTICLE 11. SENIORITY

A. In layoffs, rehiring and reduction of hours, 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 give due regard to seniority. Agreed upon seniority lists shall be established and maintained and such records shall be available to the Union at all times, one list for full-time employees and another for part-time employees.

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. The above mentioned full-time seniority list shall apply in each city or town and is not transferable or accumulative, except as accumulative for work performed in the same town. The above mentioned part-time seniority list shall apply in each store and is not transferable or accumulative, except where a part-time employee is transferred to another store in the same city, his seniority date will not be changed by such transfer.

D. A part-time employee shall not accumulate seniority over a full-time employee. When a part-time employee becomes a full-time employee, he shall be placed on the full-time seniority list and his seniority date on the full-time seniority list shall be the date that he becomes full-time. When a full-time employee is reduced to part-time, he shall be placed on the part-time seniority list and his date on the part-time seniority list shall be his last date of hire. This provision shall not change the seniority date of any employee on the full-time seniority list as of the effective date of this Agreement.

E. Where the hours are available in the store, part-time employees will be given the part-time schedules with the greater number of hours by seniority. The Employer will not allow any more part-time regular from part-time, but

present (at time of ratification on 6/1/80), part-time regular employees will continue to receive their present holiday pay and vacation benefits as spelled out in the expired contract unless they are reduced to part-time by the Employer's policy.

F. In the case of a store closing or a burnout, employees may exercise their seniority to displace the least senior employee in their classification in the city (in case of multi-store towns); but, if not a multi-store town, then in the bargaining unit. It is understood, should an employee in a multi-store town be displaced, but have seniority in the bargaining unit, he may displace the least senior employee in his classification. As a second option to the above, full-time employees may elect the severance pay provisions of F-1 as follows:

F-1. 1. Severance: In the event the Employer permanently closes a store and full-time employees with at least two (2) years continuous full-time service are terminated as a result of the closing or being displaced as a result of a store closing, the employee will be entitled to severance pay. (Does not apply if government closes stores in a national emergency or energy crisis).

Severance pay would be paid at the rate of one (1) week's pay for each year of full-time service in excess of two (2) years not to exceed eight (8) weeks. Severance pay would equate the average number of hours worked the four (4) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

2. Recall Rights: An employee who is terminated and is eligible for severance pay and accepts severance pay forfeits his seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed one (1) year. If the employee accepts layoff, he may, anytime after a ninety (90) day period, elect to take his severance pay and lose his seniority rights.

3. Disqualification: An employee shall be disqualified for severance pay in the event the employee:

- a. Refuses a transfer within a fifty (50) mile radius of his store.
- b. Voluntarily terminates employment.
- c. Obtains employment with a company under contract with UFCW 227.
- d. Obtains employment with the successor employer.
- e. Is eligible for normal retirement under the provisions of the pension plan.

G. The Employer will provide the union with a seniority list each January including seniority date and length of service. Store managers will keep a weekly Employee Record Summary available in each store office and the shop steward will be allowed to review it upon request.

H. Employees shall be reclassified to full-time upon working forty (40) hours per week (thirty-two (32) hours in a holiday week) for twelve (12) consecutive weeks. This provision shall not apply to employees performing relief work in place of another employee.

I. It is agreed employees will be considered for vacancies in the apprentice classification over new hires provided interested employees notify the Employer in writing.

Employees who do not successfully complete the apprenticeship program will revert to their previous classification on the next posted schedule.

ARTICLE 12. TRANSFERS

A. In the matter of permanent transfers and promotions, the Employer will notify the Union the day the transfer or promotion occurs.

B. In the matter of temporary transfers, the senior employee qualified and available will have first refusal. The junior employee must accept the transfer.

C. A full-time night stocker may move to a day schedule as a vacancy occurs by seniority within his store providing the stocker has the ability to perform the work on the day scheduled.

D. No employee who has seniority within his classification within a store will be required to transfer to another store.

E. Part-time employees may transfer from their home store to a new store in their seniority area provided they have notified in writing the Personnel Department and the Union at least four (4) weeks prior to the new store opening. The Employer will select first for those vacancies in the new store from those employees who have expressed their interest in writing as above and who have the seniority and work experience to do the work required.

ARTICLE 13. LEAVE OF ABSENCE

A. A leave of absence because of sickness or injury not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time if requested in writing supported by proper medical evidence prior to each expiration, "but in no case shall the leave exceed two (2) years in duration."

B. The Employer agrees to grant the necessary and reasonable 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 forty-eight (48) hours written notice is given to the Employer by the Union specifying the length of time off. The

Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Leave of absence for Union business shall be granted for a period of one (1) year with extensions on a year-to-year basis.

ARTICLE 14. ON THE JOB INJURY

Any full-time employee unable to work because of an injury received during the regularly scheduled workweek and whose injury resulted out of or during the course of employment on the store premises, shall be entitled to a full day's pay (not to exceed eight (8) hours) for each day lost because of such injury but not to exceed five (5) days (day on which injured plus four (4) days) provided, however, that the employee shall report upon receipt of the injury to the store manager who shall refer the employee to a physician. The physician's decision with respect to length of time required off from the job shall be controlling; providing further that nothing in this provision shall affect any rights accruing to either party under the Workmen's Compensation Act of the state, and that the Employer shall receive credit for any payment made under this provision should any compensation be awarded in accordance with the State Workmen's Compensation Act.

The Employer shall compensate employees for scheduled time lost due to return visits to the doctor which result from an on-the-job injury.

ARTICLE 15. VACATIONS

A. All full-time employees will be entitled to vacations according to the policy of the Employer, a summary of which is attached in Schedule "A", except that employees with eight (8) or more years continuous service shall receive three (3) weeks vacation and employees with

fifteen (15) or more years continuous service shall receive four (4) weeks vacation, and employees with twenty (20) or more years continuous service shall receive five (5) weeks vacation.

B. When a holiday occurs during a full-time employee's scheduled vacation, the employee shall receive either an extra day of vacation at the end of his regular vacation or pay in lieu thereof, as determined by the Employer.

C. 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 full-time 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

When a part-time employee is reclassified to full-time status, the number of weeks of vacation that he is then entitled to as a part-time employee shall not be changed as a result of such reclassification and his vacation for the year in which he is reclassified to full-time shall be figured on average straight-time hours worked during such year. Conversely, when a full-time employee is reclassified to part-time, his vacation for the year in which he is reclassified shall be figured on the average straight-time hours worked during such year.

D. No employee shall work in a week in which his vacation occurs.

E. Vacation selection shall be made by seniority within the store. Vacations will be permitted fifty-two (52) weeks of the year with the understanding that the Employer will determine the number of employees to be on vacation on any given week. Vacation schedule shall be posted in January for selection by March 15.

ARTICLE 16. MILITARY SERVICE

Any employee who is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Service Training Act of 1940, as amended.

ARTICLE 17. UNION COOPERATION

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

C. It shall be the policy of the Employer to notify the Union of employee deficiencies. The Union agrees to cooperate in the correction of inefficiencies of members which might otherwise necessitate discharge.

D. The Union and its members agree to make an earnest effort to recommend new employees to the Employer and to aid in decreasing labor turnover in the stores.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination, including opposition to proven employee dishonesty.

ARTICLE 18. SEPARABILITY

Any portion of this agreement which becomes inoperable as a result of State or Federal law shall automatically be deleted from this Agreement. The remaining sections of this Agreement shall continue to be binding upon the parties.

ARTICLE 19. DEATH IN FAMILY AND JURY DUTY

A. In the event of a death in a full-time employee's immediate family, the following will apply:

1. Regular pay for time off through the day of the funeral but not to exceed three (3) scheduled working days, provided such pay does not exceed the equivalent of forty (40) hours of pay at straight-time rate.
2. The immediate family consists of spouse, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, and children of the employee or any relative living in the home of the family or with whom the employee is living. In the case of a death of an employee's brother-in-law or sister-in-law (either spouses of his sister and brother or the employee's spouse's sister or brother) the employee will be allowed one (1) day off with pay to attend the funeral.
3. An employee must attend the funeral to qualify for pay as outlined in this section.
 - (1) Part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be paid straight-time pay for

scheduled hours off through the day of the funeral but not to exceed three (3) scheduled workdays.

(2) The immediate family consists of spouse, parent, children, sister and brother of employee.

(3) The employee must attend the funeral in order to qualify for pay as outlined in this section.

B. A full-time employee who is subpoenaed for jury service shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for the normal workweek. However, where parking expenses are incurred by the employee while on jury service, that sum of money may be deducted from the jury fees and retained by the employee upon presentation of a receipt.

B-1 Night stock employees who are required to attend jury duty four (4) or more hours will be excused from their shift that evening.

C. Any employee who appears in court on behalf of the Employer shall be paid for the time so spent at the employee's straight-time hourly rate of pay.

ARTICLE 20. SALESMEN STOCKING

A. The practice of outside salesmen stocking shelves shall not be expanded during the term of this Agreement except that if a brand of merchandise now being stocked by outside salesmen is discontinued and another brand substituted or a new brand is added, salesmen may stock all brands of the same type of merchandise; for example, if a new brand of baby food is added or substituted, salesmen may stock the new brand.

B. The understanding in the paragraph immediately above shall not apply in new or remodeled stores during the first few weeks of operation.

C. It is further understood that the rotation of merchandise, replacing damaged or outdated merchandise or taking inventory shall not be considered stocking.

D. The items listed below are presently being stocked completed or partially by outside salesmen:

Bottled Beverages

Cookies, Crackers and Snacks

Baby Foods

Wholesale Distributors; i.e., Specialty Foods,
Housewares, Toys, Records, Soft goods, Pet Supplies,
Magazines, Books, Stationery, Dairy and Bakery
Cigarettes and Cigars

E. In addition to the procedure set forth in Article 20, paragraph A, B, C, and D, salesmen for items not listed in paragraph D may participate in reallocation and resets as follows:

1. Employees in the bargaining unit will pull all stock which is to be reallocated off the shelves and will clean the shelving except that the salesmen may pull his own product off the shelf.
2. Salesmen will set the facings for all the products to be reallocated or reset and will assist the employees in the bargaining unit in restocking the shelving in order to complete the work as quickly as possible, with the further understanding that the salesmen will only help to restock the products that he reallocated or reset.
3. Any new product from the back room will be stocked by employees in the bargaining unit.
4. It is understood that Kroger merchandising

representatives may do any of the work outlined in sub-paragraph 2 of paragraph E as necessary.

F. Managers and co-managers will not be scheduled to perform bargaining unit work.

ARTICLE 21. HEALTH AND WELFARE

A. The term "eligible employee" shall mean any employee who worked an average of twenty-eight (28) hours per week for a period of twelve (12) consecutive calendar weeks (336 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 twelve (12) consecutive calendar weeks (336 hours) and such date shall hereinafter be referred to as his eligibility date.

B. The Employer shall contribute one hundred thirty-four dollars (\$134.00) per month per eligible employee to the Health & Welfare Trust Fund entered into by the parties hereto, pursuant to a Health and Welfare Trust Agreement for the purpose of providing such health and welfare benefits. (Effective January 1, 1986, the contribution shall be changed to one hundred forty-six dollars (\$146.00); effective January 1, 1987, the contribution shall be changed to one hundred fifty-two dollars (\$152.00); effective January 1, 1988, the contribution shall be changed to one hundred fifty-eight dollars (\$158.00) per month). Such Health and Welfare Trust Fund shall be jointly administered Employer and Union Trust Fund.

C. 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 twenty-eight (28) hours or more per week for twelve (12) consecutive calendar weeks (336 hours).

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

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
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 illness, two (2) months contributions following the month in which the illness occurs.
4. In case of compensable injury, six (6) months contributions including the month in which the injury occurs.

E. It is further understood and agreed that all employees covered by this collective bargaining agreement shall, as of midnight, January 31, 1972, be ineligible to participate in, be covered by or receive benefits from any Employer-paid, Employer-sponsored employee-paid or Employer/employee jointly-paid insurance policy, program, or benefit in effect prior to that date.

F. The Company agrees to provide hospital and surgical coverage for eligible employees and their dependents for those employees who elect early retirement. The coverage to be continued until the retired employee's death or is eligible for Medicare. Coverage to continue for employee's spouse until spouse remarries, obtains insurance coverage as a result of employment or becomes eligible for Medicare.

The coverage will not include the following benefits:

- a. Maternity
- b. Weekly accident and sickness
- c. Dental
- d. Vision
- e. Accidental death and dismemberment
- f. Life insurance

The cost of this insurance shall be fifty-six dollars and twenty cents (\$56.20) per month for each new retiree. These provisions are subject to the approval of the Trustees of the Health and Welfare Trust Fund.

Current and future retirees' dependents including the spouse will be eligible for contributions on their behalf no more than five (5) years from the date the employee becomes eligible for such contributions.

Contributions will also be discontinued prior to the five (5) years if the spouse remarries, obtains insurance coverage as a result of employment or becomes eligible for Medicare.

ARTICLE 22. PENSION

A. The Employer shall pay one hundred twelve dollars and seventy cents (\$112.70) per month for employees who work an average of twenty-eight (28) hours or more per week for twelve (12) consecutive weeks into the United Food and Commercial Workers International Union and Industry Pension Fund. (Effective June 1, 1986, the contribution shall be changed to one hundred twenty-one dollars and thirty cents (\$121.30) per month.) The first contributions under this Section shall be due and payable by the tenth (10th) day of the month following initial liability.

B. The jointly-administered Employer-Union Pension Fund shall be administered by an equal number of Trustees

representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a 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 income therefrom shall be paid out of the Pension Fund.

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

D. A copy of the Trust Agreement and any Amendment thereto shall be made a part hereto, as herein at length set forth . . . Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

E. Contributions to the Fund are to be discontinued as of the first of the month immediately following:

1. Layoff or leave of absence of thirty (30) calendar days or more except as provided below;
2. The employee ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for twelve (12) consecutive calendar weeks.
3. Termination.

F. Exceptions to E. above:

1. Non-work accident—one (1) month's contribution following the accident month.
2. Pregnancy—one (1) month after month beginning pregnancy leave of absence.
3. Illness—two (2) months after month of illness.
4. Compensable injury—six (6) months including month injured.

ARTICLE 23. EXPIRATION

This Agreement shall continue in effect from July 7, 1985 through July 9, 1988 and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or any changes in the terms of this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 27th day of September, 1985.

FOR THE UNION:

Jess Pierce
Carlos Southerland
Irvin F. Conely, Jr.
Charles D. Riggs
J. W. Riggs
Charles P. Reynolds
Michael T. Flynn
Jay Looney
William H. Helm

FOR THE EMPLOYER:

Clement K. Collogan/csc
Robert L. Shafer
Kathy Miller

SCHEDULE "A"—VACATION POLICY

1. ELIGIBILITY

- A. A full-time employee will be eligible for a one (1) week vacation as of the first anniversary of his beginning date of continuous full-time service, provided he has completed one (1) year of continuous full-time service as of that date.
- B. After qualifying for his first one (1) week vacation, a full-time employee who has completed one (1) year of continuous fulltime service (but less than three (3) years) prior to January 1 is eligible for a one (1) week vacation as of January 1.
- C. A full-time 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 (3) years of continuous full-time service as of that date.
- D. After qualifying for his first two (2) week vacation, a full-time employee who has completed three (3) years of continuous full-time service prior to January 1 is eligible for a two (2) week vacation as of January 1.

2. VACATION PAY

- A. Employees will be paid their straight-time earnings for their basic workweek.
- 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 and 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 (1) 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 Employer reserves the right to grant vacations to any employee when his absence will least affect the operation.

4. SEPARATIONS

If an employee 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 totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$); leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half ($\frac{1}{2}$); leaves totaling more than 270 days shall disqualify for vacation.

SCHEDULE "B"—WAGES

ZONE 1

Grocery & Meat

Clerks—F.T.

7/7/85

(Hired prior to

11/20/77)

Start	\$ 8.44
After 6 months	8.67
After 12 months	8.89
After 18 months	9.15
After 24 months	9.62
After 36 months	10.32

Grocery & Meat

Clerks—F.T.

(Hired between

11/20/77 & 11/20/78)

7/7/85

Start	8.30
After 6 months	8.53
After 12 months	8.75
After 18 months	9.01
After 24 months	9.48
After 36 months	10.18

Grocery & Meat

Clerks—F.T.

(Hired after 11/20/78)

7/7/85

Start	7.76
After 6 months	7.99
After 12 months	8.21
After 18 months	8.47
After 24 months	8.94
After 36 months	9.64

**Apprentice (Hired
prior to 11/20/77)**

7/7/85

Start	\$ 9.01
After 6 months	9.57
After 12 months	9.86
After 18 months	10.43
After 24 months	11.55

**Apprentice (Hired
between 11/20/77 &
11/20/78)**

7/7/85

Start	8.87
After 6 months	9.43
After 12 months	9.72
After 18 months	10.29
After 24 months	11.55

**Apprentice (Hired
after 11/20/78)**

7/7/85

Start	8.33
After 6 months	8.89
After 12 months	9.18
After 18 months	9.75
After 24 months	11.55

**Part-time Clerk
(Hired prior to
11/17/74)**

7/7/85

Start	8.28
After 6 months	8.44
After 12 months	8.65
After 18 months	8.86
After 24 months	9.08
After 30 months	9.34
After 36 months	10.02

**Part-time Clerk
(Hired between
11/18/74 & 11/19/77)**

7/7/85

Start	\$ 7.88
After 6 months	8.19
After 12 months	8.50
After 18 months	8.86
After 24 months	9.08
After 30 months	9.34
After 36 months	10.02

**Part-time Clerk
(Hired between
1/13/78 & 11/20/78)**

7/7/85

Start	6.21
After 6 months	6.41
After 12 months	6.56
After 18 months	6.71
After 24 months	6.96
After 30 months	7.34
After 36 months	7.72

**Part-time Clerks
(Hired between
11/21/78 & 5/31/80)**

7/7/85

Start	5.17
After 6 months	5.87
After 12 months	6.02
After 18 months	6.17
After 24 months	6.42
After 30 months	6.80
After 36 months	7.18

Part-time Clerks
(Hired and/or appointed
between 6/1/80 & 12/11/83)

7/7/85

Start	4.79
After 6 months	4.94
After 12 months	5.09
After 18 months	5.34
After 24 months	5.72
After 30 months	6.10
After 36 months	6.34

Journeymen

11.55

Head Meat Cutter
(Weekly Meat Sales)

7/7/85

\$ 2,700 or less	11.75
2,701 to 4,500	11.88
4,501 to 6,500	11.94
6,501 to 8,750	12.01
8,751 to 11,000	12.06
11,001 to 13,000	12.14
13,001 to 15,000	12.20
15,001 to 17,500	12.25
17,501 to 20,000	12.30
20,001 to 30,000	12.35
30,001 to 40,000	12.40
40,001 to 50,000	12.45
50,001 to 70,000	12.50
70,000 and over	12.63

Head Produce Clerk

7/7/85

(1)	11.32
(2)	11.39

(4)	..... \$	11.45
(5)	.....	11.56
(6)	.....	11.67
(7)	.....	11.73
(8)	.....	11.78
(9)	.....	11.83
(10)	.....	11.88
(11)	.....	11.93
(12)	.....	12.05

Head Stock Clerk

7/7/85

(1)	.....	11.28
(2)	.....	11.34
(4)	.....	11.40
(5)	.....	11.45
(6)	.....	11.56
(9)	.....	11.61
(10)	.....	11.66
(11)	.....	11.71
(12)	.....	11.83

Head Checker

7/7/85

(1)	.....	10.51
(2)	.....	10.57
(4)	.....	10.64
(6)	.....	10.74
(9)	.....	10.79
(10)	.....	10.84
(11)	.....	10.89
(12)	.....	11.01

Head Dairy Clerk

7/7/85

(3)	.....	10.49
(9)	.....	10.54

(10).....	\$ 10.59
(11).....	10.64
(12).....	10.76

**Head Deli Clerk
(Weekly Deli Sales)**

7/7/85

\$ 4,000 or less	10.49
4,001 to 6,000	10.54
6,001 to 8000	10.59
8,001 to 10,000	10.64
10,001 and over	10.76

**Utility Clerks*
(Hired after 5/31/80)**

7/7/85

*Rate to be \$.15 over prevailing minimum wage .. 3.50

**Part-time Clerk
(Hired and/or appointed
from Utility Clerk
after 12/11/83)**

7/7/85

Start	3.75
After 1 year	4.35
After 2 years	4.60
After 3 years	4.85

**Full-time Clerk
(For employees hired
after 12/11/83 and
Utility Clerks on pay-
roll as of 12/11/83 and
subsequently appointed
to full-time**

7/7/85

Start	5.35
After 12 months	5.85
After 24 months	6.35

After 36 months	6.85
After 42 months	7.76
After 48 months	8.05

Store department heads, top rated full-time and top rated part-time employees who are actively employed as of June 21, 1985, will have the following option:

1. Store department heads:
 - (a) \$700 in cash less the appropriate amount to be withheld for taxes, or
 - (b) \$840 of which \$700 will be in stock and \$140 in cash which will be withheld for taxes.
2. Top rated full-time:
 - (a) \$600 in cash less the appropriate amount to be withheld for taxes, or
 - (b) \$720 of which \$600 will be in stock and \$120 in cash which will be withheld for taxes.
3. Top-rated part-time:
 - (a) \$400 in cash less the appropriate amount to be withheld for taxes, or
 - (b) \$480 of which \$400 will be in stock and \$80 in cash which will be withheld for taxes.

Kroger stock will be valued at the closing price on June 21, 1985. Cash or stock will be distributed by August 10, 1985.

The cash or stock option contained above are in lieu of an hourly increase for all hours worked or paid during the period July 7, 1985 through July 9, 1988.

Non-food rates shall apply to any new or any newly expanded or newly remodeled store with a square footage of 34,000 square feet or larger.

Cosmetician**7/7/85**

Start	\$4.00
After 12 months	4.50
After 24 months	5.00
After 36 months	5.50

Non-Foods Clerk, Pharmacy Clerk, Service Center Clerk (Lobby):

Start	\$3.70
After 12 months	4.00
After 24 months	4.40
After 36 months	4.80

Employees who transfer from the above non-food departments to food, or food to the above non-food departments, will go to the next higher rate of pay on the length of service schedule and continue to progress. If the employee is already above the schedule of rates (i.e., food to non-food transfer, or non-food to food transfer), the employee will receive the top rate for that particular position.

- (1) One in each self-service store with \$9,500 average weekly sales.
- (2) One in each self-service store with \$19,500 average weekly sales.
- (3) One in each self-service store with \$22,000 average weekly sales.
- (4) One in each self-service store with \$27,000 average weekly sales.
- (5) One in each self-service store with \$42,500 average weekly sales.
- (6) One in each self-service store with \$60,000 average weekly sales.

- (7) One in each self-service store with \$60,000 average weekly sales.
- (8) One in each self-service store with \$70,000 average weekly sales.
- (9) One in each self-service store with \$100,000 average weekly sales.
- (10) One in each self-service store with \$150,000 average weekly sales.
- (11) One in each self-service store with \$200,000 average weekly sales.
- (12) One in each self-service store with \$250,000 average weekly sales.

Average weekly sales means the thirteen (13) periods ending with the end of the ninth (9th) Kroger accounting period.

Employees regularly scheduled on a night stocking operation shall receive thirty cents (30¢) per hour.

The additional compensation shall be paid for all work performed between store closing time (but in no event later than 9:00 p.m.) and 6:00 a.m. by regularly scheduled night stock crews. This compensation will be paid on the entire daily work shift to those employees starting between 10:00 p.m. and 12:00 midnight. If more than 50% of the total weekly hours are worked between 9:00 p.m. and 6:00 a.m., the premium will be paid on all hours worked for that week.

Employees other than night stock crews shall receive the above premiums for hours worked between 10:00 p.m. and 6:00 a.m. It is understood, should an employee receive a one and one-half (1½) premium rate of pay during these hours, that employee will not receive the night premium in addition.

No full-time employee's progression increases will be delayed because of absence due to proven illness or injury, provided such absence does not exceed thirty (30) days within the qualifying period of six (6) months or twelve (12) months.

In new stores or stores which may be remodeled, all Department Heads will be paid their previous rate until the store has been open for three (3) full periods. At the end of three (3) full periods, the store will be reclassified, based on the average sales for the three (3) periods, and the Department Head's rate will then be adjusted to the new classification with retroactive adjustment to the opening of the store. All Department Heads will be classified effective with the November increase each year of the contract on the same basis set forth below for Head Meat Cutters and Head Deli Clerks.

Head Meat Cutters and Head Deli Clerks will be classified on the average sales basis provided herein for new or remodeled stores but based on the average weekly meat or deli sales for the thirteen (13) full periods ending with the end of the Kroger ninth (9th) accounting period of each year. New lists of Head Meat Cutters and Head Deli Clerks flat rates will be established based on this reclassification if changes are involved, which will be effective with the November increase of each year.

ZONE II

A Zone II wage rate structure will exist in any town that does not have retail competition employing Local #227 members in that town such as Morehead, Bardstown, Radcliff, London, Nicholasville, Harrodsburg, Campbellsville, Elizabethtown, Lebanon, Mt. Sterling, Corbin, Georgetown, Carrollton, Owensboro and LaGrange, Kentucky and Tell City, and Madison, Indiana.

Rates of pay for employees in such Zone II towns will be ten cents (10¢) per hour less than the rates of pay for the same classifications in Zone I Schedule "B" Wages above except for Utility Clerks which will be the same rate of pay. New Zone II towns caused by closing of retail competition employing Local #227 members shall have appropriate rate differential implemented the beginning of the first full month after competition leaves.

UTILITY CLERK CLASSIFICATIONS

A. Available Hours

This classification will be used for employees hired after June 1, 1980. It is understood that employees hired to work in this classification will not be used to reduce the hours worked by part-time employees prior to June 1, 1980. To insure the above, the Employer will calculate the average hours worked by part-time employees in the twelve (12) workweeks immediately prior to June 1, 1980. If Utility Clerks are hired in a store, the part-time employees' average hours worked in that store in a full Kroger period will not be reduced from the twelve (12) week average mentioned above for the purpose of creating available hours for the Utility Clerks to work.

Utility Clerks only can claim hours in the Utility Clerk classification.

Utility Clerks positions will not be full-time positions and Utility Clerks will not be scheduled sufficient hours to qualify for benefits.

B. Duties

The duties of the Utility Clerk will be in the area of customer service and housekeeping. Specifically, the Utility Clerk will bag groceries, carry out customer orders, assist customers in loading groceries, handle bascarts,

handle and sort reusable return containers for refund, stocking non-saleable supplies, and performing interior and exterior store cleaning as understood by the parties.

C. Violation of Duties

In the event of violations of the Utility Clerk duties, the following will apply:

- 1) The Union will file a grievance at the Step 2 level.
- 2) Upon the first proven violation in the store, the senior Utility Clerk will be paid the part-time clerk rate for the hours worked in violation.
- 3) Upon the second violation in the store, the senior Utility Clerk will be promoted to part-time clerk.
- 4) Upon the third proven violation in the store, the Union may notify the Employer that the store in question has lost the right to use the Utility Clerk classification for the life of the Agreement or a shorter period as they deem appropriate.
- 5) Any employee in the Utility Clerk classification who is involved in duties in violation of this Agreement without the consent of store management is subject to discipline up to and including discharge.

D. Store Vacancies

Part-time employees must be on record in writing of their continuing interest to be chosen for work in another department in their store. Such requests must be filed with the Store Manager, Personnel Department and the Union to be considered when a vacancy occurs.

When management deems a part-time vacancy exists in a department, those part-time employees who have expressed their interest in writing as described above will

be given the right of refusal first to transfer to that department.

Utility Clerks will then be transferred at the starting part-time clerk rate to the department where the above part-time employee transferred from provided management decides to fill the vacancy.

If no part-time clerks in a store express an interest in transferring to a new department as described above, the Employer may hire directly new employees for the position required.

Service center (lobby), cosmetics, and pharmacy departments are excluded from the coverage of the store vacancies language. The Employer agrees to give due consideration to prior experience in filling vacancies.

E. Reduction of Hours

In the event hours are reduced in a store employing Utility Clerks, the following will occur:

- 1) Former Utility Clerks will first return to Utility Clerk status and rate of pay.
- 2) Then, if more hours are reduced, other part-time clerks may claim an entire weeks schedule of Utility Clerks at the Utility Clerk rate of pay in lieu of layoff.

July 7, 1985

Mr. Robert J. Pierce
District Union # 227
United Food and Commercial Workers
International Union
2140 Dixie Highway
Louisville, Kentucky 40210

Dear Jess:

During our recent negotiations, a number of subject areas were discussed and/or updated which we agreed to include in a side letter for the term of our collective bargaining agreement. Please note your agreement where noted below concerning these following issues:

1. If the Employer chooses to give a lunch break before an employee has worked more than six (6) hours, that employee will be entitled to two (2) breaks.
2. Breaks at the Meat Plant will be observed in the following manner:
 - a. Break after starting shift.
 - b. Lunch after 4 hours work.
 - c. Break 2 hours after lunch.
 - d. If O.T. more than 1 hour, break after 8 hours.
 - e. O.T. breaks every 2 hours thereafter.

There may be slight variations from this procedure in certain areas of the Plant caused by operational needs, but in almost all instances, this is our **normal** procedure.

3. Employees hired prior to January 1, 1975, who are

receiving Health & Welfare and Pension coverage and who are available to work no less than 28 hours up to 40 hours per week, will continue to have contributions made on their behalf. These contributions will continue provided the employee remains employed and is available on a continuous basis to work 28 up to 40 hours per week. Employees in multi-store areas will be required to transfer to another store if 28 to 40 hours are not available in their present store. Such employees may personally waive their rights to these benefits.

4. Full-time employees who are excused from their workweek for the benefit of the Employer and work less than forty (40) hours, shall not have their vacation reduced. This does not apply to disciplinary actions or layoffs.
5. It is understood that the Employer will not eliminate a particular day(s) of the workweek for the purpose of denying an employee the right to select a personal day by mutual agreement. Based on the needs of the business, the Employer will work with the employee to select his personal day. Preferences will not be given to taking personal days in conjunction with vacations.
6. Employees in the Meat Plant will continue to pick vacations by seniority. However, day shift and night shift will pick the available weeks as such. If a person bids a different job after vacations are set, he must only accept the week(s) that are open for vacation at that time. If no week(s) are open, he cannot bid off his job. This is effective 1/1/81.

7. If an employee goes on an approved sick leave and is qualified for benefits at the time of the sick leave, when employee returns to work, the employee will requalify for benefits based on an average of twenty-eight (28) hours per week for a period of four (4) consecutive calendar weeks (112 hours).
8. The wage rates in effect in the Lebanon, Bardstown, and Radcliff stores prior to ratification (12/11/83) will remain in effect (except for the addition of the 1/1/84 and 1/6/85 cost of living increases and except for the addition of the 7/1/84 wage increase) until no later than 6/1/86 when the entire main contract rates will apply.
9. Pursuant to our telephone conversation of 1/30/81 concerning qualification for Health and Welfare contributions, it is agreed that the criteria for "twelve weeks up and twelve weeks down" shall be separate periods of time and that no workweek shall be included in both sets of twelve consecutive weeks. For example, if an employee qualified based on October, November and December hours, Health and Welfare payments would be made for January, February and March. To determine if the employee qualifies for April, hours worked during the months of January, February and March would be averaged. If qualified, payments would be made for April, May and June. If disqualified for April, to determine qualification for May's report, hours worked in February, March and April would be averaged. If

qualified, payments would be made for May, June and July.

Sincerely,

CLEMENT D. COLLOGAN
Director—Labor Relations

FOR THE UNION:

Jess Pierce
.....

9-27-85
.....

Date

Jess Pierce, President
Carlos Southerland, Secretary-Treasurer
Irvin Conely, Jr., Vice President
Michael T. Flynn, Vice President
Bill Riggs, Vice President

Trustees:

William D. Clark
Brenda Hall
Cathy Osborne

Executive Board Members:

Jim Cambron
Charlie Hasting
Bob Hardesty
Tom Staley
Sally Tingle
Hunzie Watkins

SHOP AMERICAN — BUY UNION

Telephone 1-800-633-3895



6178-0086177F008-09



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FEBRUARY 26, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

UNITED FOOD & COMMERCIAL WORKERS LOCAL 227
~~INDUSTRIAL-RELATIONS-DIVISION---~~
~~AMALGAMATED-MEAT-CUTTERS-AND-BUTCHER-~~
~~WORKMEN-OF-NORTH-AMERICA---~~
2140 DIXIE HIGHWAY
LOUISVILLE, KY. 40210

Please Contact

PREVIOUS AGREEMENT EXPIRED
NOVEMBER 30, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Kroger Co Louisville Stores Ky LU 227

WITH Food and Commercial Workers; Un
KENTUCKY

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 for 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,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 6200
2. Number and location of establishments covered by agreement 63
3. Product, service, or type of business retail grocery
4. If your agreement has been extended, indicate new expiration date _____

Jess Pierce, President	502-778-4453
Your Name and Position	Area Code/Telephone Number
2140 Dixie Highway	Louisville, KY 40210
Address	City/State/ZIP Code