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Agreement

Between

ATLANTA DIVISION
THE KROGER CO.

and

RETAIL CLERKS LOCAL NO. 1063

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AGREEMENT

This Agreement has been entered into _____ by and between The Kroger Co., Atlanta, Georgia, hereinafter designated as the Employer, and the Retail Clerks Union, Local No. 1063, Atlanta, Georgia, chartered by the Retail Clerks International Association affiliated with the AFL-CIO, hereinafter designated as the Union.

INTENT AND PURPOSE

ARTICLE 1. The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

COVERAGE

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

CHECK-OFF

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

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

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

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

D. In the interest of promoting cooperative relations, the store manager will introduce each new employee in his store to the Union shop steward within one (1) week after the new employee reports for work. At this meeting, which shall take place during working hours, the shop steward shall give the new employee a copy of the Agreement with the Union and shall explain its operation. The shop steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

MANAGEMENT RIGHTS

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

facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

DISPUTE PROCEDURE

ARTICLE 5. A. The Union shall have the right to designate shop stewards in each store. The shop stewards so designated shall not exceed two (2) per store, one (1) to act as steward and one (1) to act as alternate steward.

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

Step 1. By conference between the aggrieved employee, the shop steward and/or the Union business representative and the manager of the store.

Step 2. By conference between the shop steward and/or the Union business representative and the Zone manager.

Step 3. By conference between an official or officials of the Union and the Divisional Vice President, a representative of the Employer so delegated by the Divisional Vice President, or both.

Step 4. In the event that the last step fails to settle satisfactorily the complaint, either party, if it desires to arbitrate the complaint, shall refer it to the Board of Arbitration, within thirty (30) days after Step 3 is completed.

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the American Arbitration Association to furnish a panel of arbitrators from which the third arbitrator may be selected, and the decision of the majority shall be binding on the Employer, the employee and the Union. The expense of the third arbitrator shall be paid for jointly.

D. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly; and if the Employer and the Union fail to agree within ten (10) days, the Union if it desires to arbitrate the discharge shall refer it to the Board of Arbitration within ten (10) days after such disagreement. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three working days after discharge.

E. It is agreed that Steps 1 and 2 of this dispute procedure may be waived if mutually agreeable to the Employer and the Union.

F. Upon request, the store manager or person in charge will grant to any accredited Union representative the right to communicate with the employees of the store.

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

H. After all steps of the grievance procedure, except arbitration, have been exhausted, the Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.

NO STRIKE, NO LOCKOUT

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

B. The Union further agrees that its members will not refuse to cross a legal labor picket line until such line is officially authorized by the local Union, and further that in the event the local Union does recognize such established legal labor picket line, it shall notify the Employer forty-eight (48) hours in advance of such action.

LEAVE OF ABSENCE

ARTICLE 7. A. **Pregnancy:** A pregnancy leave of absence may be granted to a pregnant employee upon written request to the Division Personnel Manager supported by medical proof stating the expected date of birth. A pregnant employee may be required to furnish medical evidence that she is able to perform all duties. Such leave shall continue for three months past the date of birth or miscarriage unless the employee is released by a physician to return to full duties prior to that date. Leaves may be extended more than 90 days beyond birth or miscarriage upon written request supported by medical evidence of the necessity for such extension for a cumulative total of one (1) year. For scheduling purposes the employee will notify the Employer at least two (2) weeks in advance of their desire to return to work. Employees on Pregnancy Leave shall accrue seniority. However, such months shall not be counted as time worked for the purpose of wage increases.

B. **Union Business:** The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

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

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

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

F. **Personal Leave of Absence:** A leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose

of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and employee. The length of absence shall be commensurate with the need.

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

OTHER AGREEMENTS

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

OTHER WORK

ARTICLE 9. A. Employees shall perform any work which the manager of the store or Zone manager may direct with the understanding that when an employee is assigned to a job with a lesser rate he will be entitled to his regular rate of pay, unless due to a decrease of work, he has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff.

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

C. If an employee in this unit is required to work in the meat department temporarily, the hours worked in the meat department will be counted as hours worked for the purpose of Article 19, Paragraph A and Article 21, Paragraph A.

WAGES

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

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

WORKING CONDITIONS

ARTICLE 11. A. The hours for each employee shall be scheduled by the Employer. A work schedule shall be posted by noon Friday for the succeeding week. Employees may be added as necessary. The schedule for full-time employees will not be otherwise changed unless such change is necessitated by an emergency such as fire, flood, windstorm, or other acts of nature, but in such cases, full time employees schedules will not be changed to the extent they do not work the full work schedule of forty (40) hours provided enough hours remain in the work week. For the purpose of this provision, daily overtime, night premium and the premium for the third night worked will be waived to allow the employee to make up lost hours, should they desire to make up lost hours.

The schedule for part time employees may be changed provided the employee involved is notified of the change not later than the day before such change is to take effect except that such notice will be waived in case of sickness or emergency.

B. The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less except in stores which close one-half (½) day per week, in six (6) days or less.

C. All work in excess of forty (40) hours shall be paid for at time and one-half (1½).

D. All work in excess of nine (9) hours per day shall be paid for at time and one-half (1½).

E. Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

F. There shall be no split shift schedules.

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

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

I-1. The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or on days legally celebrated in lieu thereof. Full-time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Full time employees who are absent on their scheduled day immediately preceding a holiday or their scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay provided he worked any part of the holiday week. Overtime at time and one-half (1½) will not be paid during a holiday week until the hours actually worked exceed the normal workweek. Any extra hours worked during the holiday week which do not exceed the normal workweek will be paid for at straight time. Sunday and holiday work shall be rotated by classification among qualified employees who are available for such work.

I-2. A full time employee with one (1) year or more of continuous service shall receive an additional holiday subject to the same conditions set forth in Article 11, Paragraph I-1 for other holidays. This holiday shall be celebrated on the Monday following the week in which the employee's birthday occurs or the Saturday of the week in which the employee's birthday occurs, except where the Monday would occur in a week in which one (1) of the holidays set forth in Article 11, Paragraph I-1 would fall. In such case the Monday of the week following the other holiday week shall be celebrated as the employee's holiday.

I-3. A part time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 11, Paragraph I-1 and after one (1) year or more of continuous service in Paragraph I-2 above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

Average Hours Worked	Holiday Pay
Less than 32 hours	4 hours
32 hours and over	8 hours

I-4. Employees with one (1) year of continuous service shall be granted an additional paid holiday subject to the provisions set forth in Paragraphs I-1 and I-3 above. Such holiday shall be a personal holiday and shall be celebrated on a day that is mutually agreeable between the employee and the store manager. However, the personal holiday shall be granted no later than thirty (30) days after the employee's request.

I-5. Employees shall be granted an additional day's pay with the first week of vacation subject to the provisions set forth in Paragraph I-1 and I-3 above in lieu of an eighth (8th) paid holiday.

I-6. There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within the individual operating areas where the major retail food competitors are closed, shall not be required to work on Easter Sunday. Night stock crews shall not be scheduled to work prior to 6:00 a.m. the day following Thanksgiving and Christmas Day.

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

K. Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work except that part time employees working after school in stores that close before 8:00 p.m. will be guaranteed two (2) hours work.

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

M. Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) fifteen (15) minute rest period per day. Employees working seven (7) hours or more per day shall receive two (2) fifteen minute rest periods per day. Rest periods will be scheduled in accordance with the needs of the business but no earlier than one (1) hour after reporting time.

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

O. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

P. Part time employees will be scheduled for a minimum of twelve (12) hours per week Monday through Saturday, except that a part time employee called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time the store closes.

Q. In case of a temporary transfer, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at nine and one-half cents (9½¢), effective the Sunday following execution of this agreement fourteen cents (14¢) per mile.

R. All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products, rack jobbers) offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the bargaining unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode bargaining unit employment during the life of this Agreement.

S. A night premium of twenty-five cents (25¢) per hour will be paid for all hours worked between 7:00 p.m. and 7:00 a.m. Monday through Thursday, 9:30 p.m. and 7:00 a.m. Friday, and 7:30 p.m. and 12:00 midnight Saturday. This is separate from and in addition to the employee's basic rate.

T. A full time employee who works a full scheduled week as specified in Article 11, Paragraph B and who works more than two (2) nights per week shall be paid time and one-half (1½) for all hours worked between 6:30 p.m. and 6:00 a.m. on the third (3rd) and subsequent nights. Any employee working under the provisions of this paragraph shall not be entitled to the night premium set forth in Article 11, Paragraph S immediately above. This paragraph shall not apply to employees assigned to the night stocking and cleaning operation. Full time schedules (other than night stock employees) with hours after 6:30 p.m. will be rotated among available employees as far as it is practical to do so.

U. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be used in computing overtime. Where an employee is being paid overtime at time and one-half (1½) rate, the night premiums provided in Article 11 Paragraphs S and T shall not apply.

V. Work performed after 6:30 p.m. on Christmas Eve will be paid for at double the employee's straight time hourly rate.

W. There shall be a break of a minimum of ten (10) hours between shifts of night stock crews.

SENIORITY

ARTICLE 12. A. In layoffs and recalls, seniority shall apply. Seniority shall be defined as the length of last continuous employment. There shall be one seniority list for full time employees and a separate seniority list for part time employees. Seniority for layoffs shall be administered in accordance with the provisions of Appendix "A" attached.

B. In the matter of permanent transfers, length of service shall be the controlling factor.

C. In the matter of promotions within the bargaining unit, where experience and ability are equal, the employee having the greatest seniority shall receive preference. A full time employee who desires consideration for a Department Head position shall notify the Personnel Department in writing.

D. In the event employees engage in an authorized work stoppage, employees will be called back by seniority within their classification as needed in their store on termination of the authorized work stoppage.

E. 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.

F. During the first thirty (30) days of employment, a new employee shall be considered as being on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days.

G. Part time employees will be given preference for full time jobs if qualified. Employees interested in such full time jobs will notify the Personnel Manager in writing.

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

I. Employees whose principal occupation (occupation is defined to exclude students) is other than with the Employer shall have no seniority over any other employee, but only among themselves in the same store. In the event of a reduction in the work force, they shall be the first to be laid off. The Union hereby agrees to notify the Personnel Manager of any employee whom it considers to be covered by the provisions of this paragraph in order for the provisions of this paragraph to be applicable to such employee.

J. The Union shop steward (not the alternate shop steward) shall be the last employee in his classification in his store to be transferred or laid off.

K. Employees within a classification, within a store, who do not work the basic work will be scheduled available hours of work on a seniority basis (providing the employee is capable of performing the work assigned) so as to create and maintain the greatest number of full time jobs.

L. When employees object to night stock work, the night stock work shall be assigned by seniority within his store beginning with the least senior full time stock clerk.

VACATIONS

ARTICLE 13. A. Employees will be entitled to vacation according to the policy of the Employer, a summary of which is attached as schedule "B", except that employees with eight (8) or more years continuous service shall receive three (3) weeks vacation and employees with fifteen (15) years or more continuous service shall receive four (4) weeks vacation. Employees with twenty (20) or more years continuous service shall receive five (5) weeks vacation.

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

C. A part time employee who is not entitled to vacations according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided in the policy of the Employer for regular employees except that the part time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52) as follows:

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

The qualifying date for all vacation purposes of all part time employee who subsequently, and without a break in his employment, qualifies as a regular employee (by Employer definition) shall be the date from which his service has been counted for part time vacation purposes rather than the date he qualified as a regular employee.

ABSENCE DUE TO JURY DUTY

ARTICLE 14. A. A full time employee who serves on jury duty shall be paid for time necessarily lost from work provided the employee makes every reasonable effort to be available for work within his or her regular work schedule when not occupied with jury duty. The pay should be the difference between each day's jury fee and the employee's regular rate for time lost from work.

B. In the event any employee is subpoenaed by the Employer to appear in Court on behalf of the Employer, or assist in any legal proceedings on behalf of the Employer, the employee will be compensated for the time involved at his regular rate of pay, straight time or premium as set forth in Article 2 of this Agreement less any compensation provided by the court.

SEPARATION PAY

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

SEPARABILITY

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

DISCRIMINATION

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

UNION COOPERATION

ARTICLE 18. A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

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

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

D. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

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

HEALTH AND WELFARE

ARTICLE 19. A-1. The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date.

A-2. In the case of part time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B-1. The Employer shall contribute forty-one dollars (\$41.00) per month (effective November 1, 1974, fifty-one dollars and fifty cents (\$51.50) per month) for each eligible employee to the Retail Clerks Union and Employers Insurance Fund, which is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

B-2. The Employer shall contribute ten dollars (\$10.00) per month (effective November 1, 1974, thirteen dollars (\$13.00) per month) for each eligible part time employee.

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 calendar days or more except as otherwise provided below:
2. The employees ceasing to be an eligible employee due to his failure to work an average of thirty two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours) or in the case of a part time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

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

1. In case of illness, pregnancy, non-compensable or compensable injury, six (6) months contribution following the month in which the illness or injury occurred.

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employer contributions which have been discontinued as provided in paragraph D-1 will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury or pregnancy.

F. The "eight (8) consecutive calendar weeks referred to in paragraphs A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the thirty-two (32) hour contributions as provided in Paragraph B-1 but qualifies for the twelve (12) hour contribution provided in Paragraph B-2, that contribution shall be made when the contribution provided in Paragraph B-1 is discontinued.

INJURY ON THE JOB

ARTICLE 20. When an employee is injured on the job, there shall be no deduction from the employee's pay for his hours scheduled for the day on which he was injured and reported for medical care. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust his work schedule without penalty to the employee, to provide both the time for medical care and the number of hours for which the employee is regularly scheduled.

PENSION

ARTICLE 21. A. The Employer agrees to make a contribution of eleven cents (11¢) per hour (effective October 1, 1974, twelve cents (12¢) per hour and effective January 1, 1975, fourteen cents (14¢) per hour) for each paid hour up to and including forty (40) hours per week for all employees in the bargaining unit including probationary employees. Paid hours shall include paid hours of vacation, holidays and hours of leave paid for by the Employer. Such contribution shall be made not later than the twentieth (20) day of each month for the preceding calendar month.

B. Contributions shall be made to a jointly administered Employer-Union Trust Fund which shall be administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. The Pension Trust Fund shall be established pursuant to a Pension Trust Agreement and Pension Plan to be hereafter entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

C. Said Pension Plan and Trust Agreement establishing the Pension Trust Fund shall be 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. Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

MAJOR TECHNOLOGICAL CHANGES

ARTICLE 22. In the event the Employer introduces major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

EXPIRATION

ARTICLE 23. A. This Agreement shall continue in effect from May 12, 1974 through May 8, 1976, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

B-7/3 B-8/6 B-9/2 B-10/4 B-11/3 B-12/2 B-13/6

REOPENER: This Agreement may be reopened for negotiation of rates of pay, amount of Health and Welfare and Pension contribution only, by the serving of written notice by either party to the other at least sixty (60) days prior to May 11, 1975. For purposes of this reopener Article 6, No Strike, No Lockout will become inoperative.

B. Increases in wage rates shall be retroactive to May 12, 1974. All other changes shall be effective the Sunday immediately following execution of this Agreement unless otherwise specified.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this twenty-first day of June, 1974.

FOR THE UNION:

LOCAL NO. 1063, Atlanta, Georgia

FOR THE EMPLOYER:

Wm. N. Jenkins

Charles Thomas

Thomas O. Sneed

G. Donald Summers

APPENDIX "A"
APPLICATION OF SENIORITY

In layoffs or permanent reduction of hours affecting Clerks and Checkers, the following procedure will apply. Two seniority areas will be established as follows:

Area I — Metropolitan Atlanta, Georgia to include Fulton, DeKalb, Cobb and Clayton Counties.

Area II — All other stores of the Atlanta Division covered by this Agreement.

Area I will be divided into four seniority groups. Divided North and South by Interstate 20 and East and West by Roswell Road, Peachtree Road and Interstate 75.

An employee who is about to be laid off or permanently reduced from full time to part time employment in a store in one of the groups in Area I may displace the least senior employee within their classification within their group. The employee thus displaced may then exercise their seniority to displace the least senior employee within their classification in Area I. The employee thus displaced may exercise their seniority to displace the least senior employee within their classification in Area II who would then be laid off or reduced to part time.

Should it become necessary to layoff or permanently reduce from full time to part time an employee in Area II, the employee affected may displace the least senior employee within their classification within the city. The employee thus displaced may then exercise their seniority to displace the least senior employee within their classification in Area II. The employee thus displaced may exercise their seniority to displace the least senior employee within their classification in Area I.

A full time employee about to be laid off may choose the option as outlined above or elect to be reclassified to part time within their store, and will be considered the senior part time employee within their store and will maintain their full time seniority date. Any employee who is voluntarily reduced from full time to part time shall have part time seniority based upon employment date.

SCHEDULE "A" WAGES

	May 12, 1974	November 10, 1974
Stock Clerk		
1st 6 months	\$2.92	\$3.02
2nd 6 months	3.14	3.25
3rd 6 months	3.31	3.43
4th 6 months	3.59	3.72
5th 6 months	3.90	4.04
6th 6 months	4.50	4.67
Checker		
1st 6 months	2.92	3.02
2nd 6 months	3.14	3.25
3rd 6 months	3.31	3.43
4th 6 months	3.59	3.72
5th 6 months	3.90	4.04
6th 6 months	4.50	4.67
Part-Time	2.72	2.82
Pick-Up Lane Clerk	2.63	2.73
Head Checker		
Under \$80,000	4.78	4.96
Over \$80,000	5.19	5.39
Head Clerk		
to \$15,000	5.29	5.49
\$15,001 to \$25,000	5.41	5.61
\$25,001 to \$35,000	5.47	5.67
\$35,001 to \$50,000	5.52	5.72
\$50,001 to \$80,000	5.76	5.97
\$80,000 and Over	6.00	6.22

Pickup lane Clerks will be confined to work from the checkout stand. (Sacking, Customer carryout and clean up.)

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

Effective with the next 1040 hours progression increase each part time employee will receive their next increase based on nine (9) months service.

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

Effective May 12, 1974, and May 11, 1975, Head Checkers and Head Clerks will be classified based on the average sales basis provided herein but based on the average weekly total sales for the thirteen (13) periods ending April 20, 1974 and April 19, 1975, respectively. A new list of Head Checker and Head Clerk rates will be established based on the reclassification if changes are involved.

Previous Experience

1. Previous proven comparable experience in national or local chain food stores shall be the basis for determination of employee's rate of pay.
2. Previous experience must be stated at time of employment and

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shown on application for employment, otherwise the employee forfeits any claim under this provision.

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

Effective the Sunday following execution; where the Head Grocery Clerk is not assigned to the night stock crew, a Head Night Stock Clerk will be appointed and will receive \$10.00 per week over his or her rate.

SCHEDULE "B" VACATION POLICY

1. Eligibility

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

2. Vacation Pay

- A. Employees will be paid their straight time earnings for their basic 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 or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.
- B. If an employee qualifies for a one-week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.
- C. Choice of vacation dates will be granted on the basis of seniority; except that the Employer reserves the right to grant vacations to any employee when his absence will least affect the operation. Vacation schedule for full time employees shall be posted in each store not later than March 15 of each year.

4. Separations

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. Effect of Absence Leave

Leaves totalling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth; leaves totalling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totalling more than 270 days shall disqualify for vacation.

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212
August 28, 1974



Retail Clerks International
Association
3504 Main Street
College Park, Georgia 30337

SEP 10 1974

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agree-
ment(s) between the Kroger Company, covering Interstate and your locals 1063
and 1657. The agreement we have on file expired May 1974.

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 with-
out 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 is enclosed, please provide information separately for
each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1684
2. Number and location of establishments covered by agreement: 49
3. Product, service, or type of business Grocery (Retail)
4. If previous agreement has been extended without change, indicate new expira-
tion date _____

Thomas O. Sand Sec. Treas. 404-766-5234
(Name and Position) (Area code and telephone number)

3504 MAIN ST. COLLEGE PARK GA. 30337
(Address) (City, State, and ZIP code)

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