

K6748

8,000 workers

9/17/00 - 11/5/05

**Table of Contents**

Article I Intent and Purpose 1

Article II Union Security 1

Coverage 1

Union Shop 1

Checkoff 1

Active Ballot Club 2

Employee Information 2

Probationary Employees 2

Other Agreements 2

Union Visitation 2

Union Store Card 2

Bulletin Boards 2

Shop Steward 2

Article III Management Rights 3

Article IV Dispute Procedure 3

Handling Grievances 3

Discharge 4

Arbitration 4

Constructive Advice Records 4

Article V Bargaining Unit Work 5

Outside Salesmen 5

Management Work 5

Violations 5

Category Management 5

Article VI No Strike/No Lockout-Picket Line 5

No Strike/No Lockout 5

Picket Line 6

Article VII Wages 6

Hourly Rates of Pay 6

ZONE A WAGE SCHEDULE 6

Head Grocery/Head Produce 6

Assistant Head Grocery/Produce 6

Customer Service Coordinator 6

Assistant Customer Service Coordinator 6

Head Dairy 6

Head Frozen Food 6

Head Deli/Bakery 7

Assistant Head Deli/Bakery and Head Cheese Shop 7

Clerks Hired Prior to 3/16/82 7

Deli/Bakery Clerks Hired Prior to 3/16/82 7

ZONE B WAGE SCHEDULE 7

Head Grocery/Head Produce 7

Assistant Head Grocery/Produce 7

Customer Service Coordinator 7

---

**Table of Contents(continued)**

Assistant Customer Service Coordinator	7
Head Dairy	7
Head Frozen Food	7
Head Deli/Bakery	8
Assistant Head Deli/Bakery and Head Cheese Shop	8
Clerks Hired Prior to 3/16/82	8
Deli/Bakery Clerks Hired Prior to 3/16/82	8
Zone A & B Wage Schedule	8
Full-Time Clerks Hired after 3/15/82	8
Part-Time Clerks Hired after 3/15/82	8
Full-Time Deli/Bakery Hired after 3/15/82	9
Part-Time Deli/Bakery Hired After 3/15/82	9
Head General Merchandise Clerks	10
Assistant Head General Merchandise Clerks	10
Full-Time General Merchandise Clerks	10
Part-Time General Merchandise Clerks	
Hired on or After 9/24/00	10
Full-Time Pharmacy Clerks	10
Part-Time Pharmacy Clerks Hired on or After 9/24/00	11
Full-Time Floral Clerks Hired After 3/14/88	11
Part-Time Floral Clerks Hired After 3/14/88	11
Fuel Center Clerks	12
Demonstrators and Courtesy Clerks	12

Establishing Department Head Wage Rates 12

Appointing Assistant Customer Service Coordinators 13

Previous Experience 13

New Job Classifications 13

Other Work 13

Department Head Relief 13

Courtesy Clerks 13

Article VIII Job Descriptions 14

Courtesy Clerk 14

General Merchandise Clerks 14

Demonstrators 15

Deli/Bakery Clerks 15

Floral Attendants 15

Pharmacy Tech 16

Fuel Center Clerk 16

Article IX Hours of Work, Overtime and Premium Pay 16

Workweek/Workday 16

Overtime 16

Night Premium 17

Third (3rd) Night Premium 17

Sunday/Holiday Premium 17

---

**Table of Contents (continued)**

Rest Periods	17
Lunch Periods	17
Article X Work Schedules	18
Posting Schedules	18
Daily/Weekly Guarantee	18
Scheduling Overtime	18
Scheduling Sundays/Holidays	18
Split Shifts	19
Time Off Between Shifts	19
Available Hours	19
Courtesy Clerk Grandfather Hours	20
Earlier Starting Times	20
Additional Hours	21
Minimum Employees in Store	21
Scheduling Between Stores	21
Civil Disorder Scheduling	21
Article XI Holidays	22
Recognized Holidays	22
Holiday Pay (Unworked) - Full-Time Employees	22
Holiday Pay (Unworked) - Part-Time Employees	22
Holiday Pay in the Event of Termination	23
Article XII Vacations	23
Eligibility	23
Computation of Vacation Pay	23

Scheduling Vacations	24
Vacation Pay in Event of Termination	24
Effect of Leaves of Absence on Vacation Pay	25
Vacation for Employees Returning from Military Leave	25
Article XIII Seniority	25
Determination	27
Transfers	27
Promotions	27
Termination of Seniority	27
Full-Time and Part-Time Employees	24
- Deli/Bakery, General Merchandise, Courtesy Clerk, Pharmacy Techs, Fuel Center Clerks	
Demonstrators, Floral Attendants Seniority	28
Clerk, Deli/Bakery, Pharmacy Tech and Fuel Center Clerk Openings	28
Article XIV Layoff, Reinstatement and Other Procedures Based on Seniority	29
Layoff	29
Recall	30

---

**Table of Contents (continued)**

Full-Time Job Openings	31
Full Workweek Job Openings	31
Night Work to Day Work	31
Transfers	31
Closed Stores	32
New Stores	32
Article XV Leaves of Absence	32
Medical Leave	32
Personal Leave	32
Military Leave	33
Union Activities	33
Returning from Leave	33
Injury in Store	33
Death in Family	33
Jury Duty	33
Court Appearances	34
Article XVI Other Working Conditions	34
Time Clocks	34
Uniforms	34
Polygraph Tests	34
Accident Reports	34
Article XVII Technological Changes	34
Article XVIII Separation Pay	35
Article XIX Store Closing Severance Pay	35
Article XX Union Cooperation	36
Article XXI Health and Welfare Insurance	37

Contribution Requirements 37

Continuance of Contributions 38

Employer Prescription Plan 38

Article XXII Pension 39

Status of Plan 39

Contributions 39

Article XXIII Government Regulations 39

Article XXIV Non-Discrimination 40

Article XXV Expiration 40

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**PREAMBLE**

This Agreement has been entered into by and between the Kroger Co., Columbus, Ohio, its successors or assigns, hereinafter designated as the Employer, and the United Food & Commercial Workers Union, Local 1059 and Local 1099, chartered by the United Food & Commercial Workers International Union, AFL-CIO, CLC, its successors and assigns, hereinafter designated as the Union.

**ARTICLE I**

**INTENT AND PURPOSE**

1.1 The Employer and the Union each represent that the purpose and 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 II**

### **UNION SECURITY**

#### **2.1 Coverage**

The Union shall be the sole and exclusive bargaining agent for all employees except Store Managers, meat department employees, and demonstrators in the stores of the Employer within Local 1059's jurisdiction, as well as the Counties of Champaign and Logan (Local 1099) in the State of Ohio.

This Agreement shall not apply to any stores outside of Franklin County that are opened after June 1, 1985, which are not replacement stores or a store opened within one (1) year after an existing store in that particular city has been closed and no other store exists in that city.

#### **2.2 Union Shop**

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.

For the purpose of this Article, the execution date of this Agreement shall be considered its effective date.

Upon written request by an authorized representative of the Union, the Employer agrees to separate from employment any employee within five (5) working days after notification by the Union that such employee has failed to comply with this Article II, Section 2.2, limited only by the Labor Management Relations Act of 1947, as amended.

#### **2.3 Checkoff**

The Employer agrees to deduct union dues/service fees and initiation fees and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization, which shall not be irrevocable

for a period of more than one (1) year, or beyond the termination of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the weekly wages of employees, mutually agreed between the Employer and the Union, and transmitted to the Union by the tenth (10th) of the following month.

-1-

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**2.4** In the event no wages are then due the employee, or are insufficient to cover the required deduction, the deduction for such week shall, nevertheless, be made from the first wages of adequate amount next due the employee, and thereupon transmitted to the Union.

### **2.5 Active Ballot Club**

The Employer agrees to transmit to the Local Union contribution deductions to the UFCW Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amount specified on the political contribution deduction authorization card and transmitted to the Union by the tenth (10th) of the following month.

### **2.6 Employee Information**

The Employer shall provide the Union a list of new employees (including manager trainees) weekly showing employee's name, residence address, social security number, birth date, store number and date of employment. The Union will also be advised when an employee is transferred from one Local Union to another Local Union. The Employer also agrees to notify the Union of layoffs, leaves of absence, permanent transfers, promotions and terminations on a weekly basis.

**2.7** The Store Manager shall notify the Union Steward of all new hires within forty-eight (48) hours of their starting time.

**2.8** The Employer will also provide every three (3) months (January, April, July and October) in each store, with a copy to the Union, a list of all employees employed in the store with the job titles and seniority date. Such list shall be made available to the employees upon request.

### **2.9 Probationary Employees**

The Employer may secure new employees from any source whatsoever. During the first sixty (60) days of employment, a new employee shall be on a trial basis and may be discharged at

the discretion of the Employer.

### **2.10 Other Agreements**

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

### **2.11 Union Visitation**

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.

### **2.12 Union Store Card**

The Employer agrees to display a Union Store Card and decal in a prominent place in its stores. The Union Card is and shall remain the property of the Union.

### **2.13 Bulletin Boards**

The Employer agrees to provide bulletin board space for the purpose of posting Union notices.

### **2.14 Shop Steward**

The Union shall have the right to designate a shop steward and alternate Night Steward for each store. The shop steward shall act for the Union in signing up employees for Union membership and in explaining the functions of the Union to employees. The shop steward shall be the last employee to be laid off or reduced in hours in his classification in his store. The Union agrees to furnish the Employer a list of shop stewards and any necessary revisions of this list due to changes.

-2-

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The Shop Steward shall receive one (1) day off each year, with pay by the Employer, to attend the Local Union Shop Seminar.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend, or discharge for proper cause, transfer

or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain 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 or for the purpose of invalidating any contract provision.

A current copy of store rules and regulations shall be submitted to the Union prior to implementation.

## ARTICLE IV

### DISPUTE PROCEDURE

**4.1** Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened, except a grievance arising from an error in wage payment to the employee may be presented within two (2) years. A wage payment error is defined as an error in the employee's basic hourly rate, overtime payments or any premium payment.

#### **4.2 Handling Grievances**

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

**Step 1.** By a conference between the aggrieved employee and/or the shop steward and/or the authorized Union representative and the Manager of the Store. If this step does not settle the grievance and the employee and/or the Union wishes to take it to Step 2, it shall be referred within ten (10) calendar days to Step 2.

**Step 2.** By conference between the Union representative and the Zone Manager. Such conference shall take place within fourteen (14) calendar days. If this step does not settle the grievance and the Union wishes to take it to Step 3, it shall be referred within ten (10) calendar days to Step 3.

**Step 3.** By conference between an official or officials of the Union and the KMA President, a representative or representatives of the Employer delegated by the KMA President, or both. Such conference shall be scheduled within ten (10) calendar days of notification to the employer.

**Step 4.** In the event the last step fails to settle the grievance, the Union, if it desires to submit the grievance to arbitration, shall so notify the Employer within ten (10) calendar days after

completion of Step 3.

-3-

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**4.3** No grievance will be discussed unless the outlined procedure has been followed except that the parties, by mutual agreement, may waive a step or steps of the grievance procedure. Furthermore, the above time limits may be extended by the mutual agreement of the parties.

The parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above steps deemed appropriate by the parties.

When the Union Executive Board upholds a grievance in the union appeals process, the company shall consider such grievance timely under the grievance procedure provided it is within one hundred and twenty (120) days following the drop date.

**4.4** Discussions between employees and representatives of the Union, including the Shop Steward, or among themselves concerning grievances, may take place during working hours, within reason, in order to settle grievances promptly.

#### **4.5 Discharge**

The Employer may, at any time, discharge any worker for proper cause. The Employer shall notify the Union of an employee's discharge in writing within five (5) calendar days after the discharge, giving the reasons thereof. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer within ten (10) calendar days following the postmarking date of the notice of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly and if the Employer and the Union fail to agree within ten (10) calendar days, it shall be referred within four (4) calendar days to Arbitration. Should the Arbitrator determine that it was an unfair discharge, the Employer will reinstate the employee in accordance with the findings of the Arbitrator.

#### **4.6 Arbitration**

The parties to this Agreement shall request the Director of the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from which the Arbitrator shall be chosen, within fifteen (15) days from date of the receipt of the panel, by the alternate striking of names. The fifteen (15) days limit for the selection of the Arbitrator and/or the date of the hearing may be

extended and/or changed by mutual agreement of the two parties. The Employer and the Union shall decide who will strike first by flipping a coin. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement but only to interpret the provisions of the Agreement. The decision of the Arbitrator shall be binding on both parties. The expenses of the Arbitrator shall be paid for jointly.

#### **4.7 Constructive Advice Records**

All constructive advice records shall be issued and signed by non-bargaining unit employees only. Disciplinary action causing lost time shall be at the direction of the non-bargaining unit employees or the person designated in charge of the store.

When a constructive advice record is to be discussed with an employee, the employee, upon request, shall have the Union Steward or the alternate steward present. If such representative is not available, the discussion will commence when such representation is available.

Constructive advice records used by the Employer shall not affect the employee's right to file a grievance.

Any such constructive advice record not received by the Union within eighteen (18) days of the consultation date shall be null and void. Any constructive advice record which does not involve a disciplinary suspension, after twelve (12) consecutive months have elapsed without a recurrence of the same nature, shall be null and void. Any constructive advice record which does involve a disciplinary suspension, after twenty-four (24) months have elapsed without a recurrence of the same nature, shall be null and void.

-4-

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Constructive advice records shall be discussed with the employee no later than the employee's third working day following the manager's knowledge of the incident.

**4.8** During any investigation which may lead to disciplinary action, the Employer will advise the employee of his right to union representation.

**4.9** At any step in the Grievance procedure, the Chief Executive Officer 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, or further, if in the judgement of the Chief Executive Officer, such grievance or dispute lacks merit or lacks justification under the

terms of this Agreement, or had been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

**4.10** It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges, or necessary procedures under this Agreement, International Constitution and Local Union Bylaws, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

## **ARTICLE V**

### **BARGAINING UNIT WORK**

#### **5.1 Outside Salesmen**

The Employer may utilize any vendor services available to the trade except that traditional "non-vendor" merchandise will not be stocked to the shelf. Present employees will not have their hours reduced as a direct result of the implementation of this language. However the employer may utilize any vendor store assistance on General Merchandise products which are available to the trade without additional cost.

#### **5.2 Management Work**

In stores having both manager and co-manager(s), the Employer agrees that they will not perform work normally done by members of the bargaining unit. This does not preclude the manager and co-manager(s) from doing the above due to employees being absent where no one is available to do the work or circumstances beyond the control of the Employer. It is understood, however, that work incidental to handling customers' request, inventorying product(s), general merchandise, fuel center and merchandise markdowns are not a violation of this Section.

#### **5.3 Violations**

In the event of a proven violation of this Article, the Employer will pay to the employee(s) filing the grievance the amount of time spent in such proven violation at time and one-half (1½ x) their regular rate of pay.

#### **5.4 Category Management**

Due to category management considerations, certain items currently stocked by members of the clerk contract may transfer to the meat contract and vice versa. The Company and Union agree to discuss and resolve concerns prior to implementation.

## **ARTICLE VI**

## NO STRIKE/NO LOCKOUT - PICKET LINE

### 6.1 No Strike/No Lockout

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.

-5-

### 6.2 Picket Line

No employee shall be required to cross a legal picket line which has been officially sanctioned by the Union. The Union will not officially sanction a picket line until it has discussed such action with the Employer.

## ARTICLE VII

### WAGES

#### 7.1 Hourly Rates of Pay

Rates of pay and pay schedules as set forth below shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

7.2 All employees will progress through the brackets on the basis of weeks (or portions thereof) worked, i.e., twenty-six (26) weeks worked equals six (6) months.

Zone "B" rates shall be in effect for all employees hired after 3/15/82 in the following stores: (Local 1059) Athens, Cambridge, Chillicothe, Circleville, Delaware, Glouster, Jackson, Johnstown, Lancaster, Logan, London, Marysville, McConnellsville, Mt. Vernon, Nelsonville, New Lexington, Portsmouth, Washington Court House, Waverly, Wellston, Wheelersburg and Zanesville (Local 1099) Bellefontaine and Urbana.

#### ZONE A - WAGE SCHEDULE

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

#### Head Grocery/Head Produce

\$ .00 - 200,000.00 13.95 14.35 14.75 15.20 15.85



\$ 200,000.01 - 300,000.00 14.05 14.45 14.85 15.30 15.95

\$ 300,000.01 - 400,000.00 14.20 14.60 15.00 15.45 16.10

\$ 400,000.01 - Over 14.25 14.65 15.05 15.50 16.15

**Assistant Head Grocery/Produce**

\$ 200,000.01 - Over 13.30 13.70 14.10 14.50 15.10

**Customer Service Coordinator**

\$ .00 - 200,000.00 13.85 14.25 14.65 15.10 15.75

\$ 200,000.01 - 300,000.00 14.00 14.40 14.80 15.25 15.90

\$ 300,000.01 - 400,000.00 14.15 14.55 14.95 15.40 16.05

\$ 400,000.01 - Over 14.25 14.65 15.05 15.50 16.15

**Assistant Customer**

**Service Coordinator** 13.32 13.72 14.12 14.52 15.12

**Head Dairy**

\$ .00 - 200,000.00 13.32 13.72 14.12 14.57 15.22

\$ 200,000.01 - 300,000.00 13.47 13.87 14.27 14.72 15.37

\$ 300,000.01 - 400,000.00 13.52 13.92 14.32 14.77 15.42

\$ 400,000.01 - Over 13.62 14.02 14.42 14.87 15.52

**Head Frozen Food**

\$ .00 - 200,000.00 13.32 13.72 14.12 14.57 15.22

\$ 200,000.01 - 300,000.00 13.47 13.87 14.27 14.72 15.37

\$ 300,000.01 - 400,000.00 13.52 13.92 14.32 14.77 15.42

\$ 400,000.01 - Over 13.62 14.02 14.42 14.87 15.52

**ZONE A - WAGE SCHEDULE***Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04**Head Deli/Bakery**

\$ .00 - 200,000.00 13.95 14.35 14.75 15.20 15.85

\$ 200,000.01 - 300,000.00 14.05 14.45 14.85 15.30 15.95

\$ 300,000.01 - 400,000.00 14.20 14.60 15.00 15.45 16.10

\$ 400,000.01 - Over 14.25 14.65 15.05 15.50 16.15

**Assistant Head Deli/Bakery and****Head Cheese Shop**

\$ 200,000.01 - Over 11.95 12.60 13.00 13.40 14.00

**Clerks Hired Prior** 12.82 13.22 13.62 14.02 14.57**to 3/16/82****Deli/Bakery Clerks****Hired Prior to 3/16/82** 11.20 11.60 12.00 12.60 13.45**ZONE B - WAGE SCHEDULE***Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04**Head Grocery/Head Produce**

\$ .00 - 200,000.00 13.45 13.85 14.25 14.70 15.35

\$ 200,000.01 - 300,000.00 13.55 13.95 14.35 14.80 15.45

\$ 300,000.01 - 400,000.00 13.70 14.10 14.50 14.95 15.60

\$ 400,000.01 - Over 13.75 14.15 14.55 15.00 15.65

**Assistant Head Grocery/Produce**

\$ 200,000.01 - Over 12.85 13.25 13.65 14.05 14.65

**Customer Service Coordinator**

\$ .00 - 200,000.00 13.35 13.75 14.15 14.60 15.25

\$ 200,000.01 - 300,000.00 13.50 13.90 14.30 14.75 15.40

\$ 300,000.01 - 400,000.00 13.65 14.05 14.45 14.90 15.55

\$ 400,000.01 - Over 13.75 14.15 14.55 15.00 15.65

**Assistant Customer**

**Service Coordinator** 12.87 13.27 13.67 14.07 14.67

**Head Dairy**

\$ .00 - 200,000.00 12.87 13.27 13.67 14.12 14.77

\$ 200,000.01 - 300,000.00 13.02 13.42 13.82 14.27 14.92

\$ 300,000.01 - 400,000.00 13.07 13.47 13.87 14.32 14.97

\$ 400,000.01 - Over 13.17 13.57 13.97 14.42 15.07

**Head Frozen Food**

\$ .00 - 200,000.00 12.87 13.27 13.67 14.12 14.77

\$ 200,000.01 - 300,000.00 13.02 13.42 13.82 14.27 14.92

\$ 300,000.01 - 400,000.00 13.07 13.47 13.87 14.32 14.97

\$ 400,000.01 - Over 13.17 13.57 13.97 14.42 15.07

-7-

**Head Deli/Bakery**

\$ .00 - 200,000.00 13.45 13.85 14.25 14.70 15.35

\$ 200,000.01 - 300,000.00 13.55 13.95 14.35 14.80 15.45

\$ 300,000.01 - 400,000.00 13.70 14.10 14.50 14.95 15.60

\$ 400,000.01 - Over 13.75 14.15 14.55 15.00 15.65

**ZONE B - WAGE SCHEDULE**

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

**Assistant Head Deli/Bakery and**

**Head Cheese Shop**

\$ 200,000.01 - Over 11.95 12.60 13.00 13.40 14.00

**Clerks Hired Prior** 12.82 13.22 13.62 14.02 14.57

**to 3/16/82**

**Deli/Bakery Clerks**

**Hired Prior to 3/16/82** 11.20 11.60 12.00 12.60 13.45

**ZONE A & B WAGE SCHEDULE**

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

**Full-Time Clerks Hired after 3/15/82**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

After 36 months 7.75 7.75 7.75 7.75 7.75

After 42 months 8.00 8.00 8.00 8.00 8.00

After 48 months 8.25 8.25 8.25 8.25 8.25

After 54 months 8.50 8.50 8.50 8.50 8.50

After 60 months 10.00 10.00 10.00 10.00 10.00

After 66 months 10.25 10.25 10.25 10.25 10.25

After 72 months 11.10 11.50 11.90 12.30 12.85

**Part-Time Clerks Hired After 3/15/82**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

After 36 months 7.75 7.75 7.75 7.75 7.75

After 42 months 8.00 8.00 8.00 8.00 8.00

-8-

**Part-time hired before 9/17/95 at \$9.55 or higher will receive additional increases on the following dates:**

9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

40¢ 20¢ 20¢ 20¢ 20¢

**Part-time hired on or after 9/17/95 once reaching the capped part-time rate will receive the following increases:**

9/16/01 9/15/02 9/14/03 9/12/04

15¢ 15¢ 15¢ 15¢

**ZONE A & B WAGE SCHEDULE**

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

**Full-Time Deli/Bakery**

**Hired After 3/15/82**

Start 6.00 6.00 6.00 6.00 6.00  
 30 days 6.25 6.25 6.25 6.25 6.25  
 3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25  
 After 6 months 6.50 6.50 6.50 6.50 6.50  
 After 12 months 6.75 6.75 6.75 6.75 6.75  
 After 18 months 7.00 7.00 7.00 7.00 7.00  
 After 24 months 7.25 7.25 7.25 7.25 7.25  
 After 30 months 7.50 7.50 7.50 7.50 7.50  
 After 36 months 7.75 7.75 7.75 7.75 7.75  
 After 42 months 8.00 8.00 8.00 8.00 8.00  
 After 48 months 9.00 9.00 9.00 9.00 9.00  
 After 54 months 9.50 9.50 9.50 9.50 9.50  
 After 60 months 10.10 10.50 10.90 11.50 12.35

**Part-Time Deli/Bakery**

**Hired After 3/15/82**

Start 6.00 6.00 6.00 6.00 6.00  
 30 days 6.25 6.25 6.25 6.25 6.25  
 3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25  
 After 6 months 6.50 6.50 6.50 6.50 6.50  
 After 12 months 6.75 6.75 6.75 6.75 6.75  
 After 18 months 7.00 7.00 7.00 7.00 7.00  
 After 24 months 7.25 7.25 7.25 7.25 7.25  
 After 30 months 7.50 7.50 7.50 7.50 7.50

**Part-time hired before 9/17/95 at \$8.55 or higher will receive additional increases on the following dates:**

9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

40¢ 20¢ 20¢ 20¢ 20¢

**Part-time hired on or after 9/17/95 once reaching the capped part time rate will receive the following increases:**

9/16/01 9/15/02 9/14/03 9/12/04

15¢ 15¢ 15¢ 15¢

-9-

**ZONE A & B WAGE SCHEDULE**

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

**Head General Merchandise Clerk**

**37,000 Sq. Ft - Over** 12.20 13.10 13.50 13.95 14.60

**Assistant Head GM Clerk**

**37,000 Sq. Ft - Over** 9.85 10.50 10.90 11.30 11.90

**Full-Time General Merchandise Clerks**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

After 36 months 7.70 7.70 7.70 7.70 7.70

After 42 months 7.90 7.90 7.90 7.90 7.90

After 48 months 8.10 8.10 8.10 8.10 8.10

After 54 months 8.30 8.30 8.30 8.30 8.30

After 60 months 8.55 8.95 9.35 9.75 10.30

**Part-Time General Merchandise Clerks hired on or after 9/24/00**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

**Part-time employees hired on or after 9/24/00 once reaching the capped part-time rate will receive the following increases:**

9/16/01 9/15/02 9/14/03 9/12/04

15¢ 15¢ 15¢ 15¢

**Full-Time Pharmacy Clerks**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

After 36 months 7.70 7.70 7.70 7.70 7.70



After 42 months 7.90 7.90 7.90 7.90 7.90  
 After 48 months 8.10 8.10 8.10 8.10 8.10  
 After 54 months 8.30 8.30 8.30 8.30 8.30  
 After 60 months 8.80 9.45 10.10 10.75 11.30  
 -10-

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### ZONE A & B WAGE SCHEDULE

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

#### **Part-Time Pharmacy Clerks hired on or after 9/24/00**

Start 6.00 6.00 6.00 6.00 6.00  
 30 days 6.25 6.25 6.25 6.25 6.25  
 3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25  
 After 6 months 6.50 6.50 6.50 6.50 6.50  
 After 12 months 6.75 6.75 6.75 6.75 6.75  
 After 18 months 7.00 7.00 7.00 7.00 7.00  
 After 24 months 7.25 7.25 7.25 7.25 7.25  
 After 30 months 7.50 7.50 7.50 7.50 7.50

#### **Part-time employees hired on or after 9/24/00 once reaching the capped part-time rate will receive the following increases:**

9/16/01 9/15/02 9/14/03 9/12/04

15¢ 15¢ 15¢ 15¢

#### **Full-Time Floral Clerks Hired After 3/14/88**

Start 6.00 6.00 6.00 6.00 6.00  
 30 days 6.25 6.25 6.25 6.25 6.25  
 3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

After 36 months 7.75 7.75 7.75 7.75 7.75

After 42 months 8.00 8.00 8.00 8.00 8.00

After 48 months 9.00 9.00 9.00 9.00 9.00

After 54 months 9.25 9.25 9.25 9.25 9.25

After 60 months 10.10 10.50 10.90 11.30 11.85

**Part-Time Floral Clerks Hired After 3/14/88**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.25 6.25 6.25 6.25 6.25

3 months (\$100 bonus) 6.25 6.25 6.25 6.25 6.25

After 6 months 6.50 6.50 6.50 6.50 6.50

After 12 months 6.75 6.75 6.75 6.75 6.75

After 18 months 7.00 7.00 7.00 7.00 7.00

After 24 months 7.25 7.25 7.25 7.25 7.25

After 30 months 7.50 7.50 7.50 7.50 7.50

**Part-time hired before 9/17/95 at \$8.55 or higher will receive additional increases on the following dates:**

9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

40¢ 20¢ 20¢ 20¢ 20¢

**Part-time hired on or after 9/17/95 once reaching the capped part-time rate will receive the following increases:**

9/16/01 9/15/02 9/14/03 9/12/04

15¢ 15¢ 15¢ 15¢

-11-

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**ZONE A & B WAGE SCHEDULE**

*Classification* 9/17/00 9/16/01 9/15/02 9/14/03 9/12/04

**Fuel Center Clerks**

Start 6.50 6.50 6.50 6.50 6.50

30 days 6.75 6.75 6.75 6.75 6.75

3 months (\$100 bonus) 6.75 6.75 6.75 6.75 6.75

After 6 months 7.00 7.00 7.00 7.00 7.00

After 12 months 7.25 7.25 7.25 7.25 7.25

After 18 months 7.50 7.50 7.50 7.50 7.50

After 24 months 8.40 8.80 9.20 9.60 10.15

**Demonstrators and Courtesy Clerks**

Start 6.00 6.00 6.00 6.00 6.00

30 days 6.10 6.10 6.10 6.10 6.10

3 months (\$100 bonus) 6.10 6.10 6.10 6.10 6.10

After 6 months 6.20 6.20 6.20 6.20 6.20

After 12 months 6.40 6.40 6.40 6.40 6.40

After 18 months 6.50 6.50 6.50 6.50 6.50

After 24 months 6.70 6.80 6.90 7.00 7.10

Employees selected as File Clerks, Head Receiving Clerks and Service Directors will receive a fifty cent (50¢) per hour premium over their base straight time rate of pay.

Employees in the above classifications below top rate of pay shall receive the greater of a thirty-five cents (35¢) personal increase toward next length of service increase or their bracket increase at ratification.

If market conditions necessitate adjustments to starting rates during the term of this agreement, the Union and Company agree to meet and resolve. It is understood that any such adjustments will be made within established pay scales (not to exceed the part-time top rate) by county, and include all stores in that county. All current employees at or below the new start rate will receive the next higher rate above the new start rate and be reset for future wage increases.

In the event of an increase in minimum wage above the entry rates in effect at the time, starting rates will be adjusted to at least fifteen cents (15¢) above the minimum wage. The company and union will meet to discuss any other affected progressions.

When employees qualify for full-time status, they shall be placed at the next higher rate and shall progress through the full-time wage schedule.

### **7.3 Establishing Department Head Wage Rates**

On new stores or stores which may be remodeled, the Customer Service Coordinator, Head Grocery Clerk, Head Produce Clerk, Head Dairy Clerk, Head Frozen Food Clerk, Assistant Customer Service Coordinator, Assistant Head Grocery Clerk, Assistant Head Produce Clerk, Head Deli/Bakery, and Assistant Head Deli/Bakery Clerk and Head Cheese Shop classifications will be established based on the average total store sales for the first three (3) full periods.

7.4 It is hereby agreed that no Department Head or Assistant Department Head will be reduced in his rate of pay as a result of the change in store volumes provided for in this Agreement, it being further understood and agreed that any employee on the payroll of the Employer on the effective date of this Agreement who is classified as a Department Head or Assistant Department Head shall receive the wage increases and rates of pay in the same classification of Department Heads and Assistant Department Heads as provided for in this Agreement.

-12-

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7.5 Department head rates will be established on the average

weekly total sales for the preceding thirteen (13) full periods ending each Kroger calendar year.

### **7.6 Appointing Assistant Customer Service Coordinators**

Assistant Customer Service Coordinator(s) will be appointed on the basis of average weekly sales of the store in accordance with Section 7.5 above as follows:

\$ 0.00 - \$60,000 1 per store

\$ 60,000.01 - \$120,000 2 per store

\$ 120,000.01 - over 3 per store

### **7.7 Previous Experience**

Previous proven comparable experience shall be recognized for rates of pay. Previous experience must be shown on the employment application. For other new employees, the starting rate to be agreed upon between the Employer and the Employee.

Previous experience in the Courtesy Clerk classification will be applicable to only that classification. Previous experience in all other classifications will be applicable to any classification for which the employee is hired.

Claims for rate adjustment based on previous experience must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision.

### **7.8 New Job Classifications**

In the event the Employer creates a new job classification which involves new job duties, responsibilities or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job classification.

### **7.9 Other Work**

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 been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff.

### **7.10 Department Head Relief**

Any employee assigned to relieve a Department Head or Assistant Department Head for more than two (2) full days shall receive the contract rate in effect for the classification in the store involved for such time spent on relief.

The employee assigned to relieve a Department Head will be the most senior qualified Assistant Department Head, where applicable, or if not applicable, the most senior qualified clerk, first within that department, and then within the store.

### **7.11 Courtesy Clerks**

For Courtesy Clerks hired after September 26, 1995, the terms of the collective bargaining agreement such as union security and seniority shall apply but courtesy clerk employees shall not receive benefits of a monetary nature except for wages as specified herein. It is understood that benefits such as holidays, vacations, sick leave, health and welfare, pension, etc. are of a monetary nature and are not to be provided except as provided for as follows: After one (1) year of continuous service, courtesy clerks will be eligible for labor day and two (2) personal holidays and after five (5) years of continuous service they will be eligible for all monetary benefits as provided for in this agreement for their classification. Present Courtesy clerks will remain entitled to monetary benefits under present contractual eligibility provisions.

-13-

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## **ARTICLE VIII**

### **JOB DESCRIPTIONS**

#### **8.1 Courtesy Clerk**

A Courtesy Clerk employee's work is restricted to the following duties:

- A.** Assistance to customers at the checkstands and in transporting merchandise purchased by them to their automobiles;
- B.** The collection of shopping carts as required;
- C.** Maintain the area of the checkstands and customer entrances in an orderly condition through clean-up work and the stocking of supplies in the checkstands, which shall not include merchandise for sale;
- D.** Sort empty returnable containers and put in proper order for return;
- E.** Clean up spills and restrooms;

- F. Performing product to shelf price checks;
- G. Maintenance of lawn and shrubs;
- H. Cleaning up breakage anywhere in the store;
- I. Interior and exterior window cleaning;
- J. Conditioning displays outside the store;
- K. Weighing produce when scales are in front end;
- L. Getting change for cashiers;
- M. All floor care (this provision shall not be used to reduce clerks' hours which are presently spent in cleaning duties, i.e. floor care);
- N. Returning orphans, i.e. merchandise left at check stands by customers;
- O. Putting up of store decorations;
- P. Any cleaning or painting as directed in order to maintain store appearance.

**8.2** In the event of any violation of Section 8.1, the Union or the employee shall notify the Store Manager in writing, stating the incident and date. If the violation is substantiated, the Employer will pay to the most senior employee not working forty (40) hours that week within the store the amount of time spent in such proven violation at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) hours would go to the next senior employee not working forty (40) hours that week in the store. A second violation of this section occurring within the same store, in addition to the above payment penalty, the senior Courtesy Clerk not involved in the violation shall be raised to the beginning Clerk rate of pay and maintain his seniority in the Courtesy Clerk classification. If a third violation occurs, all Courtesy Clerks in the store shall receive two (2) times the beginning Clerks' rate of pay for all time spent in the violation, with a minimum of one (1) hour.

In the event a Courtesy Clerk employee deliberately violates Section 8.1 without being instructed to do so, he will be subject to discipline, up to and including discharge.

### **8.3 General Merchandise Clerks**

Duties of the General Merchandise Clerk shall include and be limited to the ordering, receiving, pricing, stocking, and all work associated with the following items or product lines:

- A. Health and Beauty Aids;
- B. "Peyton-type" merchandise;
- C. Continuity Programs, e.g. dishes, encyclopedias, etc.
- D. General Merchandise shippers and promotion, e.g. records, gloves, J-hooks, etc.;
- E. Any other non-food merchandise except that merchandise that is required for normal household maintenance, such as soap powders, bleaches, etc.
- F. Candy, tobacco, diapers, baby formula, cat litter;

-14-

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G. Lobby/Service Center (cannot perform bookkeeping duties). A "Grocery Clerk" (including classified clerks) shall be scheduled behind the Lobby/Service Center counter at all times a General Merchandise Clerk(s) is on the schedule. These General Merchandise employees will be allowed to do the following duties.

1. H&R rentals, video rentals, film and film processing and electronics;
2. Credit card verification only for items transacted at the Lobby/Service Center counter.
3. Cashing checks only for purchases being made at the Lobby/Service Center counter.
4. Check in general merchandise vendors (items sold behind Lobby/Service Center counter only).
5. Answer the phones;
6. Refunds- bottles only except for those refunds that are related to purchases made at the Lobby/Service Center counter and are returned by the customer. (Not included are items sold outside of the Lobby/Service Center.)

In reference to 2 and 3 above, General Merchandise Clerks would be allowed to go outside of these restrictions only when the regular scheduled "Food Clerk" is waiting on other customers; only at that time General Merchandise Clerks would be allowed to do these duties in order to prevent the customer



from waiting.

Cashing of employees' pay vouchers and the selling of money orders shall be done by "Grocery Clerks" not General Merchandise employees.

The penalty for a violation of the above duties (G1 - G6) shall be as follows: In the event of a proven violation of items G1 - G6, the Employer will pay to the employee(s) filing the grievance the amount of time spent in such proven violation at time and one-half (1½ x) their regular rate of pay.

Employees in this classification shall not be permitted to perform Produce or Deli/Bakery Department work. In addition, they shall not perform work as a cashier, courtesy clerk, general store maintenance, a member of a regular stock crew, or operating the compactor, except that they shall be permitted to clean up their own refuse and operate the compactor to this extent.

**8.4** Food clerks (currently doing general merchandise work) will be maintained on the general merchandise job until bona fide openings occur.

**8.5** There shall be no right of claiming hours of work in this classification by employees in other classifications and vice versa.

#### **8.6 Demonstrators**

Demonstrators duties shall be limited to securing, preparing and demonstrating product, but they will otherwise not perform any other bargaining unit work. Present employees in the demonstrator classification will remain members of the union and may demonstrate product before alternative demonstrators are utilized and will not suffer a reduction of hours as a result of the use of outside demonstrators.

#### **8.7 Deli/Bakery Clerks**

Employees in this classification may perform any and all duties associated with the operation of the Deli/Bakery Department(s).

#### **8.8 Floral Attendants**

Duties for floral attendants hired after 3/14/88 shall be limited to performing duties directly related to the floral shop only, this classification to be used in the Produce Departments that

operate floral shops. Floral shop will be considered a distinct part of the Produce Department and as part of the responsibility of the Head Produce Clerk. Employees in this classification shall not be permitted to perform any work outside the floral shop.

Food clerks currently doing floral attendant work may continue to work in the floral shop at their clerk rate of pay. Food clerks in this classification will not have their hours reduced in the floral shop as a result of the new classification of floral shop attendant. Current food clerks assigned as Floral Attendant may still claim hours as per Article 10.7. Should any of these clerks accept an assignment to other duties, they will be replaced by a floral shop attendant. Clerks may be required to work in the floral shop at their current rate of pay.

Employees regularly assigned the responsibility of ordering product will be paid a premium for all straight-time hours worked in the week, regardless of whether in the floral shop or other part of the store, as follows:

Average weekly sales of \$2,250.00 up to \$4,000.00 15¢/hour

Average weekly sales of \$4,000.00 and over 20¢/hour

### **8.9 Pharmacy Tech**

Operations within the confines of the pharmacy area as directed by management. Such job duties shall include receiving and preparing prescriptions, check out of same prescriptions, customer service and assisting the pharmacist in carrying out the duties for daily operations.

### **8.10 Fuel Center Clerk**

Employees who perform operations and customer service associated with the Fuel Center. Fuel Center products shall include: automotive, tobacco, beverage, snacks, sandwiches and ice.

## **ARTICLE IX**

### **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

#### **9.1 Workweek/Workday**

The workweek shall consist of forty (40) hours, Monday through Saturday (employees hired after 3/14/88, Sunday through Saturday), to be worked in five (5) days or less. A day shall be considered to mean a workday or shift, not necessarily a calendar day.

Where, at the request of the employee or the Employer, it has been mutually agreed by the employee and the Employer to work four (4) ten (10) hour days, the workweek shall consist of forty (40) hours, Monday through Saturday (employees hired after 3/14/88, Sunday through Saturday), to be worked in four (4) days of ten (10) hours each. A ten (10) hour day shall be considered to be a workday or shift, not necessarily a calendar day.

Department Heads will be guaranteed forty (40) hours of work each week unless due to the employee's absence or store closing, or an Act of God.

### **9.2 Overtime**

Time and one-half (1½ x) will be paid for all work performed in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday (employees hired after 3/14/88, Sunday through Saturday), or work performed on the sixth day in the workweek, Monday through Saturday (for employees hired after 3/14/88, Sunday through Saturday), for the purpose of determining the sixth (6th) day of work, such day shall be the employee's scheduled day off.

Where it has been mutually agreed to work four (4) ten (10) hour days, time and one-half (1½ x) will be paid for all work performed in excess of ten (10) hours per day, forty (40) hours per week, Monday through Saturday (employees hired after 3/14/88, Sunday through Saturday), or work performed on the fifth (5th) or sixth (6th) day in the workweek, excluding Sundays and holidays.

-16-

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For the purpose of determining the fifth (5th) or sixth (6th) day of work, such day(s) shall be the employee's scheduled day(s) off. Time and one-half (1½ x) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

There shall be no pyramiding of premium pay and any hours paid for at premium pay will be set aside and not used in the computation of other premium pay or in the computation of overtime.

No employee will be allowed or made to accept time off as compensation for overtime.

### **9.3 Night Premium**

Any employee who works between 9:00 p.m. and 6:00 a.m. the following day, excluding Sundays and holidays for those employees receiving time and one-half (1½ x) as provided for in this Agreement on other than an overtime basis, shall be paid forty-five cents (45¢) per hour in addition to the employee's regular hourly rate of pay for such hours worked.

If any employee works the majority of the shift between 9:00 p.m. and 6:00 a.m., the employee will receive \$1.00 an hour (in lieu of the above forty-five cents (45¢) per hour premium) in addition to the employee's regular hourly rate of pay for all hours worked during the shift.

The night premium provided for in this section shall be paid in addition to other applicable premium pay.

#### **9.4 Third (3rd) Night Premium**

Department Heads and Assistant Department Heads who work a full scheduled week as specified in Section 9.1 above, and who work more than two (2) nights per week after 6:15 p.m. shall be paid time and one-half (1½ x) the straight time hourly rate for all hours worked after 6:15 p.m. on other than the two nights. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be used in the computation of other premium pay or in the computation of overtime. This paragraph shall not apply to Department Heads and Assistant Department Heads working more than fifty per cent (50%) of their hours on the night operation as defined in Section 9.3 above.

#### **9.5 Sunday/Holiday Premium**

Work performed on Sunday or the holidays provided for in Article XI shall be paid for at time and one-half (1½ x) the employee's straight time hourly rate except that employees hired after 3/14/88 shall be paid their regular straight time rate of pay for work performed on Sunday and part-time employees hired after 3/14/88 shall be paid straight time for work performed on the holidays mentioned in Article XI, paragraph 11.1. There shall be no pyramiding of premium pay and any hours paid for at premium pay shall not be counted in computing overtime.

#### **9.6 Rest Periods**

Employees working less than six (6) hours will be given one (1) rest period of fifteen (15) minutes. Employees working six (6) hours or more will be given two (2) rest periods of fifteen (15) minutes each. Rest periods will be scheduled by the Store Manager in accordance with the needs of the business, but no earlier than two (2) hours after reporting time and no later than one (1) hour before lunch or quitting time. The second break shall not be scheduled until one (1) hour after lunch.

#### **9.7 Lunch Periods**

Employees shall be granted one-half (½) hour uninterrupted period for meal time at approximately the middle of the working day. Meal periods shall not be scheduled until an employee has worked three (3) hours and the employee will not be required to work more than five (5) hours prior to beginning such meal period. Employees who certify in writing that they desire the meal period of one (1) hour on a "continuing" basis shall be entitled to the hour meal period. ("Continuing" shall be defined, as referred to above, to mean not sooner than 120 days.)

-17-

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Meal periods will not be required unless an employee has been scheduled more than six (6) hours unless in conflict with State or Federal law. Employees will be scheduled for meal periods based upon starting times, considering the type of work performed and classification.

## ARTICLE X

### WORK SCHEDULES

#### 10.1 Posting Schedules

The hours for each employee shall be scheduled by the Employer in accordance with the seniority provisions of this Agreement. The schedule for all employees in each store shall be posted in the employees' break room, and shall be adhered to according to this Agreement.

A work schedule for the succeeding week for all employees (showing first and last names) shall be posted in each store not later than noon Thursday of the current week. A copy shall be given to the Steward. In the event such schedule is not posted, the schedule for the preceding week shall prevail, unless such schedule is not appropriate because either week contains a holiday. The schedule shall be listed in order of seniority.

An employee with seniority shall advise the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted; otherwise, the employee has no claim on such schedule of hours under the Available Hours Clause. Bumps will be posted to the schedule as they occur. Management will notify those employees who are not on the schedule between 9:00 a.m. and 12:00 noon Friday, whose schedule has been affected by the first bump.

After the initial claim(s) of hours are made, employees whose schedule has been affected by such claiming shall have until 3:00

p.m. Friday to claim any hours for which they may be eligible under the Available Hours Clause. Following such claiming, the employee and the Steward shall be advised. Employees not on the schedule at 3:00 p.m. Friday may call in to verify their schedules.

### **10.2 Daily/Weekly Guarantee**

Employees sixteen (16) years of age or older who are instructed to report for work shall be guaranteed at least four (4) hours work unless waived by mutual agreement. Such call-in guarantee shall not apply if the hours are not available due to the Available Hours Clause, Article X, Section 10.7.

A part-time employee sixteen (16) years of age or older who reports for work upon request shall receive a minimum of fifteen (15) hours pay during that week (including Sunday) at the appropriate rate provided he is available for such fifteen (15) hours work, except when called in at the end of the week and fifteen (15) hours work is not available. Such guarantee can be waived by mutual agreement. Such guarantee shall not apply if the hours are not available due to the Available Hours Clause, Article X, Section 10.7, except employees hired after 3/14/88 may not claim hours from another employee that would reduce that employee's schedule below fifteen (15) hours.

### **10.3 Scheduling Overtime**

Scheduled overtime shall be offered by seniority among employees who are qualified and available to do the necessary work within each store. Daily overtime, not previously scheduled, shall be offered by seniority among employees qualified and available to do the necessary work within the store who are present when the need for overtime arises.

### **10.4 Scheduling Sundays/Holidays**

When work is performed on Sundays or holidays, it shall be rotated among all employees by department (Front End/Grocery/Produce, Floral, Deli/Bakery, Courtesy Clerk) in the individual store on a voluntary basis; however, if a sufficient number of employees necessary to perform the

-18-

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work do not volunteer, work may be assigned on an inverse

seniority basis. Employees hired after 3/14/88, may be scheduled to work on Sundays and holidays as a normal day of work if they are qualified to perform the work, and shall be scheduled prior to the application of inverse seniority for employees hired prior to 3/14/88. All employees will be eligible to volunteer for Sunday and holiday work on a quarterly basis. Any employee during the quarter may elect, in writing, to drop off the Sunday and holiday list or sign on the list a maximum of once each. The first posting will be in April for May, June and July, and so forth. Each posting will stay up for fourteen (14) calendar days, and those employees who volunteer will regularly be scheduled each Sunday and holiday during the following three (3) months.

Employees hired prior to 3/14/88 may elect to work Sunday of any vacation week(s) provided they have fulfilled all provisions in 10.4 regarding volunteering for Sunday work.

For the purpose of rotation, an employee who is excused from work on a particular Sunday or holiday shall be considered to have worked as the rotation would normally have required.

The Employer will have thirty (30) days after the employee volunteers for Sunday and holiday work to train the employee to insure his ability to take his appropriate place on the rotation. For new employees this 30-day period will begin after completion of their probationary period.

### **10.5 Split Shifts**

No employee shall be required or permitted to work a split shift schedule. A split shift is defined as a work shift separated by more than one (1) hour where neither of the two shifts is an eight (8) hour shift. For any violation of this provision, the employee shall be paid as time worked between the two work shifts at the applicable rate of pay. Applicable rate is defined as the rate of pay that the employee would have received for working the hours between the start of the first shift and the end of the second shift, less the normal lunch period.

### **10.6 Time Off Between Shifts**

There shall be a minimum of ten (10) hours off between scheduled work shifts, except Sunday and holiday work. If an employee is scheduled less than ten (10) hours between shifts and either shift is an eight (8) hour shift, then this will constitute a violation of this Article. In the event of a proven violation, the employee will be paid time and one-half (1½ x) for the time necessary to create the ten (10) hours.

### **10.7 Available Hours**

Employees shall receive available hours (any and all portions of less senior employee(s)' schedule(s)) up to and including eight (8) hours per day, forty (40) hours per week or thirty-two (32) hours in a holiday week, in accordance with seniority, if qualified

to perform the work assigned and the job classification within the individual store provided that this does not conflict with another provision of this Agreement, and provided further that the employee with seniority advises the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted. Available hours may be exercised only for the five (5) highest hour days in the week (four (4) highest hour days in holiday weeks) excluding Sundays and holidays. For the purpose of this Section 10.7 full-time employees shall have seniority over part-time employees.

**10.8** The Employer shall schedule full-time employees, excluding the hours and status of courtesy clerks, and demonstrators for the ratio of 50% of scheduled hours (including Sunday and holiday hours). For purposes of new store openings such ratio will go into effect after the first three (3) full periods following store opening.

**10.8(1)** The hours of full-time employees will not be reduced to achieve the above ratios. The above ratios shall not limit full-time employees from exercising all their rights to claim hours as provided in Section 10.7. Transfers shall not be made from store to store to achieve individual store ratios as above, except where mutually agreeable to the Employer and employee, upon written notice to the Union office prior to the effective date of transfer.

-19-

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**10.8(2)** Once the ratios have been obtained, part-time employees shall have first choice for full-time jobs based on seniority and classification. After achieving the ratios, if the average ratio drops below those specified above for a four-consecutive-week period (to coincide with each Kroger accounting period), those full-time positions shall be posted by individual store, and such positions shall be filled by part-time employees within the individual store where such vacancy exists unless requests are being honored under 10.81 above and/or 14.10 (transfers).

**10.8 (3)** Schedules posted pursuant to Article 10.1 of this Agreement shall show the total hours, showing the percentages of full-time and part-time in compliance with this Article.

**10.8 (4)** The Employer guarantees that all present employees (hired on or before 3/14/88) shall maintain all rights to maximize their hours accorded to them under the expired agreement regardless of the changes in seniority provisions relating to new employees.

### **10.9 Courtesy Clerk Grandfather Hours**



Food clerks on the payroll as of 11/10/79 may claim courtesy clerk hours up to the single highest average weekly straight-time hours as determined by one of the following three periods:

1. Average weekly straight-time hours worked between 9/5/76 - 10/2/76.
2. Average weekly straight-time hours worked between 10/17/76 - 11/13/76, for employees hired on or after 9/5/76. (For employees hired between 10/17/76 and 11/13/76, their average shall be computed by dividing the number of weeks worked into their total straight-time hours worked.)
3. Average weekly straight-time hours worked between 8/26/79 - 10/20/79.

Such claiming of hours is subject to no provisions of the Collective Bargaining Agreement being violated.

#### **10.10 Earlier Starting Times**

Earlier starting times will be assigned to the more senior clerks within their department (i.e. Front End, Grocery, Produce, Deli/Bakery, General Merchandise, Pharmacy and Courtesy Clerk) where such scheduling does not conflict with other provisions of this Agreement. In the event an employee is scheduled in more than one department during a week, an employee may claim an earlier starting time only in the department in which an employee has the most hours for that day. If the hours for that day are split equally between two departments, then the employee's department for that day will be the one in which the employee is working the majority of hours for the week. Earlier starting time shall be defined as the shift that starts on or after 4:00 a.m. This provision shall not apply during the first sixty (60) days of a new store opening. However, the Company reserves the right, on an as-needed basis, to schedule senior employees with less than twenty (20) years seniority one (1) night per week, provided that all less senior clerks are scheduled a minimum of one (1) night. A night shift, for the purpose of this paragraph, is a shift scheduled to end between 6:15 p.m. and 8:00 p.m. or a shift scheduled to begin prior to 4:00 a.m. (refer to Letter of Understanding for clarification)

Customer Service Coordinators and Assistant Customer Service Coordinators shall not be scheduled earlier starting times, out of seniority, for the purpose of doing cashier work.

Union and Company agree to maintain past practice of administering this Article (10.10) and apply that interpretation to former Local 31 jurisdiction.

In the event that it is necessary to schedule an adjoining part-time shift and full-time shift, the full-time shift shall be scheduled

earlier, provided that this does not conflict with the Available Hours clause and provided further that sufficient employees are available to fulfill both shifts.

Valid grievances involving earlier starting times shall be paid at straight-time rate of pay based on the differences between earlier starting time and the later (shift) starting time.

Starting times of department heads and assistant department heads shall be determined by the employer.

-20-

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**10.11** An employee may indicate to the Store Manager in writing (with a copy to the Union Steward) that the employee would like to be scheduled for "days/nights shifts" if available and seniority permits. It is understood that in making a personal preference known for "days" or "nights" the employee may be scheduled for fewer hours than seniority might normally entitle the employee under other pertinent contractual clauses. It is further understood that if shifts of the employee's preference are not available, the employee will be scheduled by seniority under the terms of the contract. Written notice of intent shall stand for thirty (30) days and then until revoked in writing by the employee with one (1) week's notice. It is further understood that this procedure does not permit an employee to limit the number of shifts employee may be scheduled.

#### **10.12 Additional Hours**

When additional hours need to be added to the schedule to replace calls-offs, (i.e. sickness, jury duty, funeral leave, etc.) or because of increased business, the following procedure will be followed.

**Step 1.** Any or allof the vacated shift shall be replaced by seniority by the most senior employee already on the schedule having a work shift ending after 6:00 p.m. who would receive the same or greater number of hours. Calls will be made until the shift is filled.

**Step 2.** If the vacated shift ending after 6:00 p.m. is an eight (8) hour shift, it will be offered, by seniority, to an employee already on the schedule who would receive a greater number of hours. Calls will be made until this shift is filled.

**Step 3.** If this occurs, the newly vacated shift will be offered to the most senior employee not on the schedule that day as long as it does not create a violation of the contract or overtime pay.

**Step 4.** If the shift vacated after 6:00 p.m. is not an eight (8) hour shift, the vacated shift will be offered to the most senior employee not on the schedule that day as long as it does not create a violation of the contract or overtime pay.

**Step 5.** If no employee is available for the original vacated shift by following the above procedure, it shall be offered to the most senior employee scheduled for a later shift.

#### **10.13 Minimum Employees in Store**

The Employer agrees that there will be a minimum of two (2) employees in the store whenever employees are working.

#### **10.14 Scheduling Between Stores**

Employees will not be required to work in more than one (1) store per week unless a vacancy is created by absenteeism where the Employer cannot fill the vacancy under the Available Hours Clause, Section 10.7, or Section 10.12.

#### **10.15 Civil Disorder Scheduling**

In case an employee would lose time from the schedule for a particular week due to emergency caused by riot, civil disorder, fire, flood or other Acts of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered under such arrangement an employee may accept such work or reject it and lose the time. However, in case of riot where a store must be closed and the police order the employees to vacate the store, any employee who has not completed the work schedule for that day will be paid for the balance of schedule not worked.

-21-

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## **ARTICLE XI**

### **HOLIDAYS**

#### **11.1 Recognized Holidays**

The following shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof.

No employee shall be required to work after 6:30 p.m. on

Christmas Eve.

### **11.2 Holiday Pay (Unworked) - Full-time Employees**

Full-time employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked; provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. 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 employees shall receive holiday pay provided they worked any part of the holiday week.

In the above paragraph, "proven" shall not be construed to mean that a doctor's certificate is mandatory in each and every case, if the store manager has knowledge of an illness that, in the store manager's opinion, would make the requirement for such certificate unnecessary.

Overtime pay at time and one-half ( $1\frac{1}{2}x$ ) will be paid during a holiday week after thirty-two (32) hours of work or for work performed on the fifth (5th) day (excluding Sunday and the holiday). For employees hired after 3/14/88, overtime pay at time and one-half ( $1\frac{1}{2}x$ ) will be paid during a holiday week after forty (40) hours of work or for work performed on the sixth (6th) day (excluding the holiday).

In a holiday week an employee working a ten (10) hour - four (4) day schedule would work three (3) ten (10) hour days and be compensated for ten (10) hours holiday pay. Any work performed on the fourth, fifth or sixth day (s) would be compensated at time and one-half ( $1\frac{1}{2}x$ ) or in excess of thirty (30) hours in the week.

If a holiday occurs during the employee's vacation, he or she shall be paid one additional days pay of eight (8) hours at straight time in addition to the vacation pay.

The word "employee" as used in this section shall mean people who normally work a full week as specified in Article IX, Section 9.1.

**11.3** All full-time employees with one (1) year or more of continuous service shall receive five (5) personal holidays subject to the same conditions set forth for other holidays. These personal holidays shall be granted to qualified employees by mutual agreement between the Employer and the employee.

It is understood that an employee may receive payment for the above mentioned personal holidays as added pay with vacation in lieu of time off provided such request is made to the Employer by February 15th of each year. Such payment will be added to the first week's vacation taken that year. If any such holidays are taken as time off, a minimum of three (3) must be taken by July

31st and the remainder by November 15th.

#### **11.4 Holiday Pay (Unworked) - Part-time Employees**

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 XI, Sections 11.1 and 11.2 provided the employee was scheduled for work in the holiday week and worked the scheduled hours in the holiday week. A part-time employee shall be entitled to the holidays set forth in Section 11.3, subject to the same conditions as set forth for full-time employees. If a holiday, as defined in Section 11.1, occurs during the employee's vacation, the employee shall be paid pro-rata holiday pay at straight time in addition to vacation pay. Part-time employees hired after 3/14/88 shall be entitled to only the holidays specified in 11.1. Part-time employees who were covered under the Sav-On agreement prior to 9/24/00 will retain three (3) personal holidays under the same conditions as full-time until

-22-

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such time as they become full-time or promote into another classification other than General Merchandise.

All provisions of Section 11.2 regarding time and one-half (1½ x) shall also apply to this Section.

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 the employee 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 a pro-rata basis. In this paragraph, "proven" shall not be construed to mean that a doctor's certificate is mandatory in each and every case, if the store manager has knowledge of an illness that, in the manager's opinion, would make the requirement for such certificate unnecessary.

#### **11.5 Holiday Pay in the Event of Termination**

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

### **ARTICLE XII**

## VACATIONS

### 12.1 Eligibility

All employees will be entitled to vacations as outlined below.

Eligibility for an employee's first vacation (one week) and for increases in vacation (two, three, four, five and six weeks) will be determined by the anniversary date of employment. "Service" means continuous employment with the Employer. The following schedule shall apply:

#### **Years of Service Weeks of Vacation**

One (1) year service One (1) week vacation

Three (3) years service Two (2) weeks vacation

Seven (7) years service Three (3) weeks vacation

Thirteen (13) years service Four (4) weeks vacation

Twenty (20) years service Five (5) weeks vacation

Twenty-five (25) years service Six (6) weeks vacation

After an employee has qualified for a vacation of one (1), two (2), three (3), four (4), five (5), or six (6) weeks, in accordance with the provisions of this Section, the employee shall be eligible for future vacations as of January 1st of each year.

Employees will be paid their straight time earnings for their basic workweek. Vacation pay will be paid in advance.

Employees shall be advanced the approximate net amount of their vacation check in the event the check has not been issued to the store on the Friday prior to the start of their vacation week, except in cases where the employee requests a vacation less than two (2) weeks prior to the Friday before vacation begins.

### 12.2 Computation of Vacation Pay

Full-time employees who worked on a full-time (40 hour) basis in at least forty (40) weeks or who were not laid off for more than thirty (30) working days during the anniversary or calendar year in which their vacations were earned will be paid their current straight time hourly rate for their regularly scheduled workweek. In determining if an employee has worked forty (40) or more weeks on a full-time basis, count weeks not worked because of paid vacations, approved leaves

of absence (including sick leave), and weeks in which only thirty-two (32) hours were worked because of holidays, as weeks so worked.

The weekly pay of a full-time employee who worked on a full-time (40 hour) basis in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at the employee's current straight time hourly rate for the average number of hours worked per week during the anniversary or calendar year in which the vacation was earned. To determine the average number of hours worked per week, divide the total hours worked during this anniversary or calendar year by the number of weeks in the year; exclude from this divisor the weeks off the job because of paid vacation, sick leave, other authorized leave of absence and weeks where one day was not worked because of a holiday.

**12.3** A part-time employee who is entitled to a vacation shall be granted a part-time vacation under the same general rules as provided for full-time employees except that part-time vacation pay will be figured on the number of hours worked in the vacation qualifying year divided by fifty-two (52).

The qualifying date for all vacation purposes of any part-time employee who subsequently, and without a break in employment, qualifies as a full-time employee, the qualifying date shall be the date from which service has been counted for part-time vacation purposes rather than the date qualified as a full-time employee.

#### **12.4 Scheduling Vacations**

Vacations must be scheduled in the calendar year except where necessary, vacations which fall due in the last two calendar months of the year may be carried over to the first month of the next year. By mutual agreement, employees eligible for three (3) or more weeks of vacation, may voluntarily choose to work in lieu of time off, any weeks of vacation eligibility greater than two weeks and be paid for vacation in addition to hours worked.

If an employee qualifies for a one week vacation as of January 1st and is due to complete the service necessary for an additional week of vacation later in the year, the employee may take the first week early or wait and take both weeks together.

Choice of vacation dates will be available fifty-two (52) weeks per year and will be granted on the basis of seniority, except that the Employer reserves the right to grant vacations to any employee when the employee's absence will not adversely affect the operation. The fifty-two (52) weeks availability may not

apply in stores averaging less than \$250,000.00 volume.

The Employer shall post the vacation schedule no later than January 15th and employees shall exercise their vacation preference, by seniority, no later than March 1st. The Employer shall post the actual schedule no later than March 15th. Those employees who so fail to notify the Employer by March 1st must select from the remaining open weeks.

Earned vacation may be taken in a continuous period if desired by the employee.

Employees with four (4) or more weeks of vacation may elect to schedule one (1) week of vacation a day at a time. Employees must notify the store manager of their desire to schedule this week of vacation in days at the time of vacation selection. The individual days will be scheduled, by mutual agreement, to be taken Monday through Friday by October 31st of each year. Unused days as of October 31st will be scheduled at the discretion of the employer which will be done by year end.

Vacation days and personal holidays are considered days of work when used in the calculation of overtime.

#### **12.5 Vacation Pay in the Event of Termination**

If an employee who has not taken the vacation, which has been earned by the employee's length of service, leaves (regardless of whether notice is given), goes into military service or is separated for any reason other than confessed or proven dishonesty, the employee shall receive

-24-

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vacation pay at the time of leaving. Any employee who retires shall receive a pro-rata vacation for the year in which the employee retires, based upon the full months worked in that year. If an employee dies before receiving vacation, which has been earned, the employee's estate is entitled to the vacation pay.

#### **12.6 Effect of Leaves of Absence on Vacation Pay**

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. Leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totaling more than 270 days shall disqualify for vacation. (The above 90 days shall be 120 days in the event of medical leaves of absence.)



## **12.7 Vacation for Employees Returning from Military Leave**

Vacation for employees with one (1) or more years of continuous service who returns to Kroger employment from military leave within ninety (90) days after discharge from the armed services shall be as follows:

**A.** Continuous service includes time on military leave of absence.

**B.** Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are eligible for vacation in that year based on their length of continuous service as defined above.

**C.** Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days employment following their return from military leave of absence.

## **ARTICLE XIII**

### **SENIORITY**

#### **13.1 Determination**

In layoffs, recalls and choice of vacation periods, the principle of seniority shall apply. Seniority shall be determined by the length of continuous service of the employee with the Employer, beginning with the employee's most recent date of employment or the date the employee transferred into the bargaining unit, whichever is later, with regard to experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Seniority lists shall be established and maintained and such lists shall be furnished to the Union upon request.

The seniority date for all employees, both "full-time" and "part-time" will be their most recent date of hire unless:

**A.** Transferred from one Union to another — seniority dates from date of transfer into new Union. However, all provisions within the contract excluding seniority provisions, shall be utilized using the employee's original hire date within the company.

**B.** Transferred from one UFCW Union Local to another UFCW Union Local — seniority dates from date of transfer to the new Union Local. Employees transferred after 5/26/85 from the former Local 31 and the former Local 1059 jurisdiction (i.e. merger) shall be from date of hire.

**C.** Employees covered under the Grocery Agreement who are

promoted to the Meat Department shall have thirty (30) days to return to their former classification without loss of seniority.

-25-

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Where two (2) or more employees have the same hire date, seniority will be decided by alphabet of the last name; when the last name is the same, it will revert to the first name. For employees hired after 11/10/79, the lowest combination of the last four (4) numbers of their social security number shall determine seniority among employees hired on the same date.

13.2 For the purpose of administration, Local area seniority refers to stores under each of the Local Union Nos. 1059 and 1099 separately. Seniority area refers to stores in the following areas:

**Local No.1059 Local No.1099**

**Central**

Franklin County

**Southeast**

Cambridge

Athens

Logan

Lancaster

Nelsonville

New Lexington

Zanesville

McConnelsville

Glouster

Pickerington

**Southwest**

Chillicothe

Circleville

Jackson

Portsmouth

Waverly

Washington C.H.

Wellston

Wheelersburg

**Northwest**

Delaware Bellefontaine

Marysville Urbana

London

Kenton

Marion

**Northeast**

Mt. Vernon

Newark/Heath

Johnstown

Mansfield

Pataskala

There shall be two (2) separate seniority lists for each classification in each area. One (1) list shall cover employees who shall be referred to as full-time employees and the other list shall cover employees who shall be referred to as part-time. "Normally worked" shall mean the average

number of hours worked in consecutive weeks qualifying period. This definition of a full-time employee shall apply only to this seniority clause unless other clauses specifically set forth that it is applicable to such clauses.

### **13.3 Transfers**

In the matter of transfers from one store to the other, the Employer shall give due regard to seniority. This shall not preclude the Union from questioning through the Grievance and Arbitration Procedure whether the Employer has given due regard to seniority.

### **13.4 Promotions**

The Employer shall base promotions to classified positions on seniority, previous work experience, and qualifications based on past performance criteria. The Union shall retain the right to question through the Grievance and Arbitration Procedure whether the Employer has given due regard to seniority.

In the matter of promotions to classified jobs, as provided in this Agreement, the Employer shall post a notice of job opening(s) in each store for seven (7) calendar days during which time interested employees may submit their names for such opening (s). Such position(s) shall be filled forty-five (45) calendar days after the end of the posting period. The Employer agrees to furnish the Union with copies of (1) the original job opening notice(s), (2) a list of people signing the notice(s) and (3) the name of successful candidate (s). The aforementioned posting shall be by seniority area as provided for in Section 13.2.

Where a Union member accepts a promotion to a supervisory job outside of the bargaining unit the employee may, upon written request to the Union by the employee or the Employer, be granted a leave of absence from the bargaining unit not to exceed six (6) months during which period the employee may return to the bargaining unit in the employee's former classification without loss of seniority.

**13.5** No employee shall be demoted from a department head or any higher paid position without just cause.

When a department head is reduced in classification, his service as a department head will be considered as service as a clerk for seniority purposes.

### **13.6 Termination of Seniority**

Seniority shall be considered broken if an employee is duly discharged by the Employer, if employee voluntarily quits, if

employee has been laid off continuously for a period of more than one (1) year, or if employee is called back to work by certified mail after a layoff and does not report for work within one (1) week.

### **13.7 "Full-Time" and "Part-Time" Employees**

An employee shall be classified as a "full-time" employee at the end of the first sixteen (16) calendar weeks in a row during which the employee's average hours worked equal or exceed thirty-six (36) hours in the basic workweek.

Hours worked in replacement of call offs or other absences (including but not limited to vacations, holidays, leaves, etc.) will be excluded in computing the thirty-six (36) hour average or counted as part of the consecutive week qualifying period.

**13.8** A high school student who works during the summers will not be reviewed for classification as a full-time employee until October 15th. If the employee is still working at that time, has met all requirements for classification as a full-time employee, and has averaged thirty-six (36) hours or more in the basic workweek during the four (4) weeks preceding October 15, the employee shall be classified as a full-time employee. The beginning date of continuous service shall be dated back in accordance with Section 13.7.

-27-

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**13.9** Time not worked because of a holiday shall be counted as time worked toward qualifications or continuity as a full-time employee, regardless of whether or not the employee is entitled to holiday pay.

**13.10** For an employee who meets the aforesaid requirements, continuous service as a full-time employee shall be dated back to the first day worked in the first of the sixteen (16) qualifying weeks.

**13.11** Sunday and Holiday hours will be used to qualify as a full-time employee.

**13.12** Once an individual has qualified as a full-time employee, an employee shall be removed from full-time status:

**A.** If employee is discharged;

**B.** If employee quits voluntarily, or becomes unavailable for full-time work because of another job;

C. If employee is permanently laid off due to elimination of job;

D. Any request by a "full-time" employee for reduction to "part-time" status will be in writing and will result in that person going on the "part-time" seniority list immediately. Where a "full-time" employee requests "part-time" employment for a relatively short period of time, the employee may remain on the "full-time" seniority list by mutual agreement of the Employer and the Union and such agreement shall be in writing.

E. If, prior to completion of two (2) years of service as a full-time employee, employee has worked less than half-time ( $\frac{1}{2}$ ) or has been laid off in ten (10) or more weeks in three (3) consecutive periods, including the last two (2) weeks of the most recent period;

F. If, after completion of two (2) years of service as a full-time employee, employee has worked less than half-time ( $\frac{1}{2}$ ) or has been laid off in twenty (20) or more weeks in six (6) consecutive periods, including the last two (2) weeks of the most recent period.

Note: In determining if an employee has worked less than half-time ( $\frac{1}{2}$ ) for three (3) or six (6) periods (sub-paragraphs E and F) do not count those periods in which the employee was absent for two (2) or more weeks because of sickness or approved leave.

G. Effective 11/10/79, employees will revert to part-time status after they average less than twenty-eight (28) hours in a twelve (12) consecutive week period. This consecutive twelve (12) week period will be separate and distinct from any sixteen (16) consecutive week qualifying period. Those employees previously qualified or qualifying on 11/10/79, will qualify and disqualify as per Article XIII, Section 13.12, "E" and "F".

13.13 To protect continuity of full-time employment, full-time employees who seek to quit due to correctable health conditions or temporary personal need for time off should be advised of their privileges under the leave of absence policy.

**13.14 Deli/Bakery, General Merchandise, Courtesy Clerks, Demonstrators, Floral Attendants, Pharmacy Techs and Fuel Center Clerks Seniority**

Deli/Bakery, General Merchandise, Courtesy Clerks, Demonstrators, Floral Attendants, Pharmacy Techs and Fuel Center Clerks will be considered to be on separate seniority lists, as the case may be, within their seniority area, for the purpose of layoff and recall as provided for in Article XIV.

**13.15 Clerk, Deli/Bakery, Pharmacy Tech and Fuel Center Clerk Openings**

Clerk, Deli/Bakery clerk, Pharmacy Tech and Fuel Center Clerk openings shall be posted by store for seven (7) days and awarded by seniority within another seven (7) days following the posting period.

-28-

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If the clerk opening is part-time, any full-time employee awarded the opening shall be reclassified to part-time status immediately; however, if the opening is for a full-time employee, the full-time employee awarded the opening shall maintain their full-time status.

Such promoted employee (s) shall serve a thirty (30) day probationary period. During this probationary period, the employee(s), either voluntarily or involuntarily, may be returned to their former job classification. Once the probationary period has expired, the employee(s) will be able to return to their former job classification only in the event of layoff.

Such employees shall receive the next higher rate of pay in the wage classification in which their hire date occurs. An employee who is promoted to a different classification will then receive progression increases every six (6) months, if the rate schedule calls for six (6) month increases; if not, whatever rate schedule applicable in the collective bargaining agreement.

**13.16** Floral attendant openings shall be handled in the same manner as 13.15 above, qualifications and ability to be factors.

#### **ARTICLE XIV**

#### **LAYOFF, REINSTATEMENT AND OTHER PROCEDURES**

#### **BASED ON SENIORITY**

##### **14.1 Layoff**

A "full-time" employee regularly working forty (40) hours who would be involuntarily reduced to thirty-two (32) or less hours per week has the options shown in A, B, C, and D following:

**A.** Displace the least senior "full-time" employee in his classification in his city, if employee is the least senior "full-time" employee in his classification in his city.

**B.** Displace the least senior "full-time" employee in employee's

classification in the seniority area. If employee is the least senior "full-time" employee in employee's classification in seniority area.

C. Displace the least senior "full-time" employee in employee's classification in the Local area.

D. If employee waives any option in A, B, or C above or is the least senior "full-time" employee in employee's classification in the Local area, employee may take a "full-time" job in accordance with employee's seniority date in employee's city, seniority area, or Local area, in that order. Having made this decision, employee will remain in that location until presented with the opportunity to return to full-time employment as in Section E below, or take a layoff.

E. A "full-time" employee regularly working forty (40) hours who is notified that employee's hours will be reduced to thirty-two (32) or less per week must advise Store Manager (in the event employee has seniority to displace a less senior employee in another store) of his intent to displace the employee not later than one week after the schedule is posted, showing a reduction in his workweek. Such "full-time" employee who does not exercise the option in A, B, or C above is reduced to "part-time" status and who later desires to exercise this option may make a written request to this effect to the Personnel Department. As of January 1, April 1, July 1, or October 1 (where such date does not occur on a Sunday, the Sunday immediately following shall be used), next following his request, he may exercise his seniority in accordance with Section 14.1, A, B, or C above but such option shall apply only while employee remains on the "full-time" seniority list.

F. If a "full-time" employee who has normally worked more than thirty-six (36) hours per week is reduced to an average of thirty-six (36) hours or less during four (4) consecutive weeks, employee may displace the least senior "full-time" employee in employee's classification in employee's city who is normally working more than thirty-six (36) hours per week. The displaced employee shall take the job vacated by the displacing employee.

-29-

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In such a case, the change shall be effective at the beginning of



the next week following the four (4) consecutive week period. If this option is not exercised and the employee later desires to exercise this option, employee may make a written request to the Personnel Department. As of the January 1, April 1, July 1, or October 1 (where such date does not occur on a Sunday, the Sunday immediately following shall be used), next following employee's request may exercise employee's option.

**G.** If a "full-time" employee who has normally worked between 32 and 36 hours per week who is reduced to an average of less than 32 hours per week during 4 consecutive weeks, employee may displace the least senior "full-time" employee in employee's classification in employee's city who is normally working more than 32 hours per week. The displaced employee shall take his appropriate seniority position on the "part-time" schedule in the store in which the employee was displaced, or shall have the right to displace the least senior "full-time" employee in employee's classification, first in seniority area then the Local area. In such a case, the change shall be effective at the beginning of the week next following the four (4) consecutive week period.

**H.** A "full-time" employee who wishes to waive rights as specified in Paragraphs A through G may displace the least senior "full-time" employee in the city who is receiving a greater number of hours.

**I.** For the purpose of this Article, Sunday hours will be included in the total hours or hours average.

**14.2** A "part-time" employee who would be without work has the following options:

**A.** Displace the least senior "part-time" employee in his classification in employee's city. If employee is the least senior "part-time" employee in employee's classification in his city,

**B.** Displace the least senior "part-time" employee in employee's classification in the seniority area. If employee is the least senior "part-time" employee in employee's classification in the seniority area.

**C.** Displace the least senior "part-time" employee in employee's classification in the Local area.

**D.** Take a layoff.

**14.3** Any "full-time" employee involuntarily reduced to "part-time" status retains "full-time" seniority status for six (6) months and if not reinstated to "full-time" work before the end of that time, will take place on the "part-time" seniority list in accordance with employee's seniority date.

**14.4 Recall**

A "full-time" employee involuntarily reduced to "part-time" or laid off who, at the time of this reduction had been offered a "full-time" job in the seniority area or Local area, but declined, will have the right to the first "full-time" opening within their classification only in the city where the employee had been working prior to his reduction.

**14.5** A "full-time" employee involuntarily reduced to "part-time" or laid off who at the time of this reduction did not have seniority enough to displace another "full-time" employee will have the right to the first "full-time" opening within classification in the Local area. If employee declines this job, employee will have the right to the first "full-time" opening in the seniority area. If employee declines this job, employee will then have the right, in accordance with employee's position on the "full-time" seniority list, to the first "full-time" opening within classification only in the city where employee had been working prior to reduction.

-30-

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**14.6** A "part-time" employee laid off involuntarily will have the right, in accordance with employee's position on the seniority list, for the first "part-time" opening within classification in the Local area. If employee declines this job, employee will have the right to the first "part-time" opening in the seniority area. If he declines this job, employee will then have the right, in accordance with employee's position on the "part-time" seniority list, to the first "part-time" opening within classification only in the city where employee had been working prior to layoff.

#### **14.7 Full-time Job Openings**

A "part-time" employee who is available for and desires a "full-time" job will make known a desire in writing to Store Manager with copies to the Zone Manager, Personnel Manager and the Union, specifying whether or not the desire for such job is limited to the city in which employee is working or applies to the seniority area and Local Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the seniority area and Local Union provided that employee has the experience and ability necessary to fill the job. If an employee is awarded a full-time position, employee will then be considered full-time. If circumstances of the employee change so that employee becomes unavailable for a "full-time" job, he will so advise Store Manager, with copies to the Zone Manager, Personnel Manager and the Union.

#### **14.8 Full Workweek Job Openings**

A "full-time" employee working less than forty (40) hours and who is available for and desires to work forty (40) hours per week will make his desire known in writing to Store Manager with copies to the Zone Manager, Personnel Manager and the Union, specifying whether or not such desire is limited to the city in which employee is working or applies to the seniority area and Local Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening, based on seniority in the seniority area and Local Union, provided that employee has the experience and ability necessary to perform the work.

#### **14.9 Night Work to Day Work**

If a full-time employee on the night crew desires day work in store, employee shall advise the Store Manager in writing with a copy to the Zone Manager, Personnel Manager and the Union, such employee shall be transferred to the day schedule on the second posted work schedule provided such employee is more senior than the junior full-time employee working thirty-two (32) hours on days. There will be not more than one such transfer per store per thirty (30) day period. An additional thirty (30) day lapse on the second or subsequent transfer(s) may be granted upon mutual agreement between the Company and the Union.

#### **14.10 Transfers**

When the transfer of an employee to a different store becomes necessary due to slackening of business, the Employer shall make every effort to assign employees to a store where such transfer shall require lesser travel time from employee's home. Such transfers shall not be utilized as a device for creating hardship to the employee in order to provoke employee's resignation.

Employees who desire to transfer to a store closer to their residence (within the bargaining unit) shall notify the Personnel Department with a copy to the Union, in writing, of their desire and set forth the store number they desire to transfer to. The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification. When such transfer then is exercised, that store will become the home store for that employee.

Any transfer of an employee to another town at the request of the Employer shall be agreeable to the employee and any expense of transfer to another town shall be borne by the Employer. Whenever practical, an employee will be given three (3) days notice in case of a permanent transfer. In case of a temporary transfer of an employee to another city at the request of the

Employer, involving additional transportation cost, the employee will be reimbursed for miles traveled between city limits at the regular company mileage rate. If the Employer's mileage allowance is increased, the new mileage allowance shall apply to this paragraph.

#### **14.11 Closed Stores**

In the event of the closing of the only store in a city, employees of this store will have the right to exercise their seniority first in the seniority area, then in the Local area, for "full-time" or "part-time" jobs of the least senior employee in the classification and seniority status. Employees declining to so relocate will be considered to have relinquished their seniority.

In the event that one store closes and is replaced by another store, all non-classified clerks in the closed store will have the right to go to the new store provided that such openings are available.

A Department head or assistant department head displaced because of a closed store will bump within volume classification and displace the junior person in classification by date of job. In all stores outside Franklin County, the bump will be first in the city, then the seniority area, then the Local union area (within Franklin County, first within the management administrative zone, then the city, then the Local area). If they are the junior employee in that classification and volume, then employee will displace the junior person in the classification in the next lower volume as indicated above. The junior department head displaced will go to the top clerk rate in the store and will have the right to the first department head position by volume within the local. If an employee refuses a bump at any stage of the progression, employee forfeits all rights and goes immediately to top clerk rate and bumps accordingly, with no right to return to a department when it opens.

#### **14.12 New Stores**

When a new food store is to be opened and staffed by the Employer, as provided in Article II, Section 2.1, the Employer's Personnel Department will arrange for the posting in the seniority area in Local 1059 or throughout Local 1099. This notice shall give the location and the approximate opening date of the new store. Employer shall also notify the Local Union of any new store opening three (3) months prior to the anticipated opening date with all specific data, i.e. name of store, square footage of store, and planned departments.

Those employees wishing to be considered for transfer and placement in that store shall make their wishes known by signing the form within seven (7) calendar days of posting and supplying

the necessary information called for on the form.

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

#### **15.1 Medical Leaves**

A medical leave of absence not to exceed ninety (90) days shall be granted an employee upon written request to the Personnel Department, supported by medical evidence. Insurance claim forms with a physician's statement shall be accepted as a written request for leave of absence. 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 cumulative total exceed three (3) years.

#### **15.2 Personal Leave**

A leave of absence not to exceed ninety (90) days may be granted to employees who have one (1) year or more of continuous service for urgent and compelling reasons, but not for the purpose of engaging in gainful employment elsewhere.

-32-

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#### **15.3 Military Leave**

Any employee who enlists or is inducted into military service shall be returned to employee's former job and retain seniority under the provisions of any Federal Selective Service Training Act.

Any employee returning from military leave of absence will have the opportunity to exercise seniority privileges within classification in the city from which employee went into military service. If employee is not entitled to return to this city because employee's seniority within employee's classification will not permit, then employee may exercise seniority for the job of the least senior employee within his classification and seniority status, first in the seniority area and then in the Local area.

#### **15.4 Union Activities**

The Employer agrees to 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 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.

### **15.5 Returning from Leave**

When returning from leave, employees must give the Store Manager a release to return to work not later than 6:00 p.m. on Tuesday in order to be scheduled for the succeeding week, provided work is available within the employee's classification and restrictions.

### **15.6 Injury in Store**

If an employee is injured on the store premises during the course of employment and, as a result, loses time, employee shall be paid for such time lost on the day of injury, but not to exceed eight (8) hours.

### **15.7 Death in Family**

In case of a death in the immediate family of any employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances, up to a maximum of three (3) days, but in no case will employee receive more than a normal week's pay. If an employee is notified at work of a death in the immediate family and does not complete work schedule for that day, employee shall be paid for time lost that day in addition to the above. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, legal guardian, or any other relative residing with him. (Reference to brother and sister shall also mean step and/or half brother and sister.) In case of the death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral. In the event of the death of a spouse or child or step-child of a full-time employee, a maximum of four (4) days shall be granted as provided above.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under this provision.

### **15.8 Jury Duty**

In case an employee is known to have served on any duly constituted jury, employee shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for a normal workweek. Hours spent on jury duty plus hours worked shall not exceed eight (8) hours per day or forty (40) hours per week.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of this section.

-33-

**15.9 Court Appearances**

Employees will be paid for necessary time they appear in court for the Employer. If this is a day off and less than four (4) hours, they will be paid for four (4) hours. These hours will not be used to compute overtime pay.

**ARTICLE XVI****OTHER WORKING CONDITIONS****16.1 Time Clocks**

The Employer shall continue to provide time clocks in each of its stores during the life of this Agreement. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, shall subject such an employee to disciplinary action up to and including discharge. Any time written in on a time card shall be initialed by the employee involved and the Store Manager or his authorized representative. When a Union representative or steward can show cause to examine a current time card(s), the Employer shall allow said union official to examine such card(s).

The Employer shall establish a regular payday and furnish to each employee on such day an itemized wage statement.

Time will be figured on the basis of an eight (8) minute break; up to eight (8) minutes, no pay; eight (8) minutes up to and including fifteen (15) minutes, fifteen (15) minutes pay.

**16.2 Uniforms**

Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee and these uniforms will be replaced as necessary, provided the employee turns in the old uniform for a new uniform.

Eligible employees will be provided with dacron or similar type uniforms on the following basis: full-time employees - 3 uniforms; part-time employees - 2 uniforms.

The Employer shall provide rain gear and warm coats for employees who work outside.

### **16.3 Polygraph Tests**

No employee shall be required to take a polygraph test, voice or stress evaluation test, or any other test used to determine the honesty of an employee.

### **16.4 Accident Reports**

The Employer agrees to promptly mail copies of initial accident reports pertaining to industrial injury to the appropriate Local Union office.

## **ARTICLE XVII**

### **TECHNOLOGICAL CHANGES**

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

- A.** Where installation of any such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer.
- B.** The Employer has the right to install such equipment.
- C.** Any training or necessary retraining will be furnished expense-free by the Employer to affected employees.
- D.** Where any employee would be displaced by such installation, the Employer will make every effort to affect a transfer in accordance with the transfer provisions of the Agreement.

-34-

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**17.2** If a full-time employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding displacement is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:

- A.** The employee has two (2) or more years of full-time service;
- B.** Does not refuse a transfer within the bargaining unit area as outlined in the Agreement;



C. Does not refuse to be retrained or reassigned;

D. Does not voluntarily terminate employment.

**17.3** Severance pay for those employees covered in Section 17.2 above would be paid at the rate of one (1) week's pay for each year of continuous full-time service not to exceed six (6) weeks.

**17.4** Severance pay would equate the average number of hours paid, Monday through Saturday, the eight (8) weeks preceding displacement, not to exceed forty (40) hours straight time pay.

## **ARTICLE XVIII**

### **SEPARATION PAY**

**18.1** A full-time employee who is discharged for incompetence, or is permanently separated due to discontinuance of the job or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice.

## **ARTICLE XIX**

### **STORE CLOSING SEVERANCE PAY**

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

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

A. The employee had two (2) or more years of service;

B. Does not refuse a transfer within the bargaining unit as outlined in the Agreement, or retraining or reassignment in connection therewith;

C. Does not voluntarily terminate employment.

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

**19.4** Severance pay will equate the average number of straight-time hours paid in the eight (8) weeks, preceding the announcement of the store closing as specified in 19.10, not to exceed forty (40) hours straight time pay.

**19.5** The Employee shall continue contributions to the Pension and Health and Welfare Trust Plans for three (3) months

following the termination of those employees who are eligible for such payments and who receive severance pay, except for those employees who secure employment with an already contributing Employer.

-35-

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

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

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

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

**19.10** The Employer agrees to give the employees and the Union at least four (4) weeks notice in advance of a store closing or sale. When such notice is given, the employees shall remain with the Employer until the closing or forfeit their rights under this Article, unless an exception is mutually agreed to in writing by the Employer and the employee with a copy to the Union.

**19.11** No benefits shall accrue under the terms of this Article, unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, or land condemnation, then this Article shall not apply.

**19.12** The employee shall have the option to accept severance pay or exercise their bump when the store is closed and no replacement store exists.

## **ARTICLE XX**

### **UNION COOPERATION**

**20.1** 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. Employees will not be disciplined for violation of rules and regulations of which they are not aware.

**20.2** 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.

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

**20.4** 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 improvement.

**20.5** 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.

-36-

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## ARTICLE XXI

### HEALTH AND WELFARE INSURANCE

The Employer agrees to contribute to the jointly administered trust fund known as the UFCW Unions' and Employers' Health and Welfare Plan of Central Ohio (the "Plan"). The Plan shall be jointly administered by a Board of Trustees with an equal number of trustees representing the participating union(s) and an equal number of trustees representing the participating employers. The contribution required by this Agreement shall be used by the Board of Trustees to provide medical and other health care benefits, death, disability, accident and sickness benefits for eligible active and former employees covered by the Plan and their dependents.

#### **Contribution Requirements.**

##### **(1) Individuals Eligible for Contributions**

**(a) Full- Time Employees.** The Employer agrees to make a contribution to the Plan for each full-time employee who is on the Employer's payroll on the first day of the month and who has

been employed by the Employer for at least nine full months.

Full-time employees hired on or after 9/25/00 will receive full insurance coverage (same as hired on or after 3/14/88 full-time employees) with major medical received after nine months of employment. The remainder of benefits will be received in the following manner:

**Length of Full-Time Contributions Benefit Received**

1 Year Sickness and Accident

2 Years Life Insurance

3 Years Vision

4 Years Dental

4 Years and 3 months Prescription

A Courtesy Clerk hired after September 26, 1995 will be eligible for contributions the first of the month following five (5) years of continuous employment as a Courtesy Clerk or upon promotion to another qualified classification.

**(b) Part-Time Employees.** The Employer agrees to make a contribution to the Plan for each employee who has been employed by the Employer for at least nine full months and who is either a part-time employee or a Courtesy Clerk who satisfies the minimum age and work requirements set forth in this paragraph. All part-time clerks (including courtesy clerks) shall be required to average at least fifteen (15) hours work in the twelve (12) consecutive calendar weeks (which will include work performed in classifications for which contributions are not required to the Plan under the terms of this Agreement) immediately preceding the month in which the contribution is to be paid. The Employer shall only be required to contribute on part-time employees hired on or after 9/25/00 who are at least 19 years of age. A Courtesy Clerk hired after September 26, 1995 will be eligible for contributions the first of the month following five (5) years of continuous employment as a Courtesy Clerk or upon promotion to another qualified classification.

**(c) Retirees.** The Employer agrees to make a contribution to the Plan for each former employee who is not eligible for Medicare benefits but who qualifies for an early, normal or disability pension benefit from the UFCW Unions' and Food Employers' Pension Plan of Central Ohio or the Central Ohio UFCW Unions and Retail Employers Pension Plan.

**(2) Due Date.** All Employer contributions to the Plan required by this Agreement shall be due by the tenth day of each month.

**(3) Contribution Rate.** The required contribution rate for each employee or former employee shall depend upon the employee's classification and/or initial hire date.

The Employer shall pay such monthly contribution amount as is established by the Board of Trustees of the Plan in order to maintain the benefits provided as of the effective date of this Agreement to the various classifications of employees and former employees set forth above. The Employer also acknowledges and agrees that such contribution amount shall include the cost of any additional benefits or benefit improvements agreed to by the Employer and the Union and approved by the Board of Trustees. The contribution rates shall be established by the Board of Trustees in accordance with the Policy Statement on Employer Contribution Rates - Level of Reserves and Current Funding (the "Policy Statement") established by the Trustees of the Plan relating to the required contribution rate and the maintenance of required reserve levels. The Employer agrees to be bound by the Policy Statement, as amended by the Trustees from time to time. Nothing in this Agreement shall limit or restrict the ability of the Trustees to modify the benefits provided by the Plan if said modification is not material and will, in the judgement of the Trustees, result in substantially equivalent benefits being provided to the participants in a more cost efficient manner.

Effective 1/1/02 full-time employees hired prior to 3/14/88 sick leave will be increased by \$10. Effective 1/1/05 all full-time employees sick leave will be increased by \$10 and life insurance by \$5,000.

**(4) Continuance of Contributions.** In the event a covered full-time employee loses his full-time status, the required payment will be discontinued as of the first day of the month immediately following. However, if the employee then qualifies for a contribution as a part-time employee, the payment provided for part-time employees will be made when the payment for full-time employees is discontinued.

In the event a covered employee is not on the Employer's payroll due to medical leave of absence, the Employer will continue contributions for such employee for a period not to exceed six (6) months following the date of the medical leave of absence.

In the event a covered employee is injured on the job and is covered by Worker's Compensation, the Employer will continue contributions for such employee for a period not to exceed one (1) year following the date of injury.

**(5) Employer Prescription Plan.** All employees who presently qualify for coverage by the Plan will qualify for a company administered prescription plan which will continue to be provided for as long as the employee is eligible for health coverage by the Plan.

Employees only and/or dependent eligibility and benefit provisions will be determined under the company prescription plan based on the same qualifying factors under the present Plan benefit classes.

The Generic form of a drug will be dispensed, unless a physician/dentist specifies a Brand Name drug.

For employees who work in areas where a company pharmacy is not readily available, provisions will be made in one of the following manners:

1. Mail order
2. Network local pharmacy
3. Emergency procedures

(See Appendix "A" for list of stores and pharmacy locations)

-38-

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Effective 2/1/01 all full-time employees hired between 3/14/88 and 9/24/00 will receive a prescription benefit as identified below. Full-time employees hired on or after 9/25/00 will receive the following prescription benefit upon qualification (as determined by Article 21(1)(a)). Generic drugs will be used in all instances where a generic drug is available or the physician has specified "dispense as written (DAW)". The out-of-pocket expense will be as follows:

**Drug Type Out-of-Pocket**

Generic \$10 Co-Pay

Brand Name 40% Co-Pay

**ARTICLE XXII**

**PENSION**

## **22.1 Status of Plan**

Contributions shall be made to the UFCW Unions' and Food Employers' Pension Plan of Central Ohio, which is a jointly administered Employer-Union Trust Plan and is administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. The Pension Trust Plan has been established pursuant to the Pension Trust Agreement and Pension Plan entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

Said Pension Plan and Trust Agreement establishing the Pension Plan 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. Section 401, et. seq. and that no part of such payment shall be included in the full-time rate of pay of any employee.

## **22.2 Contributions**

The Employer agrees to make a contribution of fifty-six (56¢) per hour on all straight time hours worked by the employees covered by this Agreement. Contributions shall also be made on hours for which employees receive holiday pay and vacation pay. No contribution shall be made on hours worked in excess of eight (8) per day or forty (40) per week (or ten (10) hours per day, forty (40) hours per week for employees working this schedule).

Immediately following ratification the trustees will adopt the actuary's recommendation of a \$8.22 monthly improvement for active employees and 9.88% increase in monthly benefits for current retirees in pay status. Any over funding as stated in the funding policy in the Pension Plan will be used to purchase additional benefits during the contract term for active employees. Such increases will become effective within ninety (90) days of the recommendation by the plan actuary. The former Sav-On employees as of 9-24-00 will merge (based on their hire date) with the UFCW Unions' and Food Employers Pension Plan of Central Ohio as determined by the trustees.

For employees hired after 3/14/88, contributions shall be thirty-five cents (35¢) per hour and will commence on the first of the month after eighteen (18) full calendar months of employment.

## **ARTICLE XXIII**

### **GOVERNMENT REGULATIONS**

The parties hereto agree that should any Article, part or

paragraph of this Agreement be declared by a Federal or State Court of final jurisdiction, or Federal or State agency having jurisdiction thereof, to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, the remainder of this Agreement shall continue in full force and effect, and the parties agree that they will, within thirty (30) days, begin negotiations to replace the unlawful part with a valid provision.

-39-

**ARTICLE XXIV**

**NON-DISCRIMINATION**

24.1 The Employer and the Union agree that they will not discriminate against any employee because of race, creed, color, sex, age, handicap, or union affiliation.

**ARTICLE XXV**

**EXPIRATION**

25.1 This Agreement shall continue in effect from September 17, 2000 through November 5, 2005, 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 any anniversary date thereafter of a desire for termination or changes in this Agreement.

**IN WITNESS WHEREOF**, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**FOR THE UNION: FOR THE EMPLOYER:**

**United Food & Commercial Workers The Kroger Co.,  
Columbus Ohio**

**Union Local 1059**

By \_\_\_\_\_ By  
\_\_\_\_\_

President

By \_\_\_\_\_ By  
\_\_\_\_\_



Secretary-Treasurer

**United Food & Commercial Workers**

**Union Local 1099**

By \_\_\_\_\_

President

By \_\_\_\_\_

Secretary-Treasurer

-40-

**LETTER OF UNDERSTANDING**

It is understood and agreed that all present and future stores will be allowed to use outside floor care.

This agreement shall not be used to reduce clerk hours which are presently spent in floor care duties.

Such employees may be transferred to another department or schedule by mutual agreement when openings occur or as an additional schedule to the grocery night crew.

**FOR THE UNION: FOR THE EMPLOYER:**

**UFCW Local 1059 The Kroger Co., Columbus, OH**

By \_\_\_\_\_ By

\_\_\_\_\_  
President

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**LETTER OF UNDERSTANDING**

Re: Earlier Starting Times (10.10)

It is the intent of this language to provide that anyone with twenty (20) years of service or more will not be forced to work a night shift past 6:15 p.m. or earlier than 4:00 a.m. outside of their seniority.

If an employee with more than twenty (20) years of service within seniority is forced to work a night shift, that night shift is defined as a shift to end between 6:15 p.m. and 8:00 p.m.

For employees with less than twenty (20) years of service, the night shift provision did not change. A night shift for the purpose of this paragraph, is a shift scheduled to end between 6:15 p.m. and 10:30 p.m. or a shift scheduled to begin prior to 4:00 a.m.

**FOR THE UNION: FOR THE EMPLOYER:**

**UFCW Local 1059 The Kroger Co., Columbus, OH**

By \_\_\_\_\_ By

\_\_\_\_\_  
President

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**APPENDIX A**

**Non-Pharmacy towns less than 15 miles from a Kroger Pharmacy:**

Closest Pharmacy

N-223 Glouster N-529 Nelsonville

N-258 Wellston N-380 Jackson

**Non-Pharmacy towns that can go to CVS in their store's town or to any Kroger Pharmacy:**

N-301 Cambridge

N-901 Athens

N-935 Mt. Vernon

**Non-Pharmacy towns that can go to an independent pharmacy:**

N-251 McConnelsville - Go to Schrivvers or any Kroger store.

When a Kroger pharmacy opens in any of the communities listed above, prescription eligible benefits will be filled at any Kroger.

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**LETTER OF UNDERSTANDING**

The number of union stewards in Kroger stores will not be reduced due to the 9/25/00 merger of the Sav-On Agreement into the Grocery Contract. Each Kroger store that incorporates "Sav-On" merchandise shall maintain a second steward which shall be maintained/appointed at the union's discretion.

**FOR THE UNION: FOR THE EMPLOYER:**

**UFCW Local 1059 The Kroger Co., Columbus, OH**

By \_\_\_\_\_ By

\_\_\_\_\_  
President

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## LETTER OF UNDERSTANDING

A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.

The terms of the Collective Bargaining Agreement such as Union Security and Seniority shall apply but Fuel Center Clerks shall not receive benefits of a monetary nature, except for wages, holidays and vacation as specified. It is understood that benefits such as sick leave, health and welfare, pension, etc., are of a monetary nature and are not to be provided to the Fuel Center Clerk. Seniority within the Fuel Center shall prevail.

Vacations will be granted per Article XII of the contract. Holidays will include Christmas and five (5) floating holidays which will be earned after 12 weeks of employment. Three (3) of these holidays must be taken between January 1 and July 31 and the remaining two (2) holidays by November 15. Full time employees will receive 8 hours of holiday pay and part time holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on a prorata basis. Floating holidays will be scheduled by mutual agreement between the employer and employee.

Management may perform any tasks necessary to ensure the efficient operation of this center.

A Fuel Center Clerk after nine (9) months of service, shall be given preference by seniority, together with ability, practicability and availability, should an opening occur for a part time store employee and shall further be given preference in the same way for full time positions after they have been offered to the part time employees.

Store clerks interested in transferring to the Fuel Center Clerk classification, shall put their interest in writing to the Store Manager with a copy to the Union.

If the Company substantially expands the square footage of the fuel center concept, they will agree to meet with the Union to discuss.

**FOR THE UNION: FOR THE EMPLOYER:**

**UFCW Local 1059 The Kroger Co., Columbus, OH**

By \_\_\_\_\_ By

\_\_\_\_\_

President

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**LETTER OF UNDERSTANDING**

**Earlier Starting Times "Scheduling senior employees one (1) night.**

**It is understood and agreed that when differences arise over the "as needed" portion of the provision, the Company and Union agree to meet and resolve.**

**FOR THE UNION: FOR THE EMPLOYER:**

**UFCW Local 1059 The Kroger Co., Columbus, OH**

By \_\_\_\_\_ By

\_\_\_\_\_

President

