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Kroger Co. and Retail Clerks Union, AFL-CIO, Local 1063 (1981)

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Kroger Co. and Retail Clerks Union, AFL-CIO, Local 1063 (1981)

Location

GA; Opelika, AL; Chattanooga, TN

Effective Date

5-17-1981

Expiration Date

5-19-1984

Number of Workers

4350

Employer

Kroger Co.

Union

Retail Clerks Union

Union Local

1063

NAICS

44

Sector

P

Item ID

6178-008b175f012_04

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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ATLANTA CLERKS

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TERM: May 17, 1981 through May 19, 1984

X5/84

AGREEMENT

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

ARTICLE 1 - INTENT AND PURPOSE

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

ARTICLE 2 - COVERAGE

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

ARTICLE 3 - CHECK-OFF

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

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

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

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

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

E. The Employer will make a uniform deduction once each year, on the same week each year, from employees who have signed an active ballot club check-off card and this money will be forwarded to the President of Local 1063.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire suspend or discharge for proper cause, 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 reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 5 - DISPUTE PROCEDURE

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

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

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

STEP 2. By conference between the shop steward and/or the Union business representative and the Zone Manager.

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

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

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

D. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly; and if the Employer and the Union fail to agree within ten (10) days, the Union if it desires to arbitrate the discharge shall refer it to the Board of Arbitration within ten (10) days after such disagreement. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three (3) working days after discharge.

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

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

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

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

ARTICLE 6 - NO STRIKE, NO LOCKOUT

A. During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the

Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

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

ARTICLE 7 - LEAVE OF ABSENCE

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

B. **Sickness or Injury:** A leave of absence because of sickness or injury not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration. An employee who is injured on the job may be granted additional ninety (90) day extensions (not to exceed three (3) years).

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

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

E. **Personal Leave of Absence:** A leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and employee. The length of absence shall commensurate with the need.

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

ARTICLE 8 - OTHER AGREEMENTS

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

ARTICLE 9 - OTHER WORK

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

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

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

D. Employees within a store may transfer from night stock work to the day shift or from day shift to night stock work when vacancies occur within their classification, on the basis of seniority. The employee will be given a two (2) week trial and training period. If at the end of such time the employee is not qualified, he shall be returned to his previously held position on the night stock crew. Employees may exercise their rights under this clause not more frequently than once every six (6) months.

ARTICLE 10 - WAGES

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

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

ARTICLE 11 - WORKING CONDITIONS

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

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

B. The workweek shall consist of not more than forty (40) hours to be worked in five (5) days or less except in stores which close one-half (1/2) day per week, in six (6) days or less. This does not apply to part-time claiming of available hours under Article 12, paragraph J.

C. All work in excess of forty (40) hours (thirty-two (32) hours in a holiday week) shall be paid for at time and one-half (1 1/2).

D. All work in excess of nine (9) hours per day shall be paid for at time and one-half (1 1/2).

E. Time and one-half (1 1/2) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

F. There shall be no split shift schedules.

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

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

I-1. The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or on days legally celebrated in lieu thereof. Full-time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Full-time employees who are absent on their scheduled day immediately preceding a holiday or their scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay provided he worked any part of the holiday week. Overtime at time and one-half (1 1/2) the employees straight time hourly rate of pay will be paid for all extra hours worked during the holiday week which do not exceed the normal workweek will be paid for at straight time. Sunday and holiday work shall be rotated among qualified employees who are available for such work.

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

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

AVERAGE HOURS WORKED	HOLIDAY PAY
Less than 32 hours	4 hours
32 hours and over	8 hours

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

I-5. Employees shall be granted two (2) additional days pay with the first

week of vacation subject to the provisions set forth in Paragraphs I-1 and I-3 above in lieu of an eighth (8th) and ninth (9th) paid holiday.

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

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

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

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

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

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

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

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

Q. In case of a temporary transfer, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at fourteen cents (14¢) per mile.

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

R-1. If the Employer violates this section, using nonbargaining unit people, the most senior part-time clerk shall be paid equal to the journeyman clerk rate for time spent by the non-bargaining unit person performing bargaining unit work.

S. A night premium of thirty-five cents (35¢) per hour will be paid for all hours worked between 7:00 p.m. and 7:00 a.m. Monday through Thursday, 9:30 p.m. and 7:00 a.m. Friday, and 7:30 p.m. and 12:00 midnight Saturday. This is separate from and in addition to the employee's basic rate.

T. Full time schedules (other than night stock employees) with hours after 6:30 p.m. will be rotated among available employees as far as it is practical to do so.

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

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

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

X. No employee will be required to take a polygraph examination.

Y. The Employer may schedule night stockers four (4) ten (10) hour shifts, not necessarily consecutive, without incurring daily overtime provided it is agreeable with the Union and the majority of the employees involved.

ARTICLE 12 - SENIORITY

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

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

C. In the matter of promotions within the bargaining unit, seniority will be the controlling factor as long as the employee has the ability to perform the work. A full-time employee who desires consideration for a Department Head position shall notify the Personnel Department in writing.

C-1. Permanent vacancies for the position of Front End Manager and/or Head Checker, Head Produce Clerk, and Head Stock Clerk will be posted in each store within the Zone Manager's area where the opening occurs for a minimum of three (3) days prior to the appointment subject to the provisions of the above paragraph. Such notice shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

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

E. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

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

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

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

I. The Union shop steward (not the alternate shop steward) shall be the last employee in his classification in his store to be transferred or laid off. The Employer must receive written notification of the stewards appointment prior to granting above.

J. A part-time employee will be allowed to claim daily schedules Monday through Saturday within his store in his classification based on seniority in order to provide up to forty (40) straight time hours per week, excluding overtime hours. Such employees must claim hours within the area of their job assignment and must be available and able to perform the work. In no instance shall the claiming of hours result in a reduction of an employee's schedule to less than the twelve (12) hour part-time guarantee. Hours in newly remodeled stores and new stores will not be available for claiming until the store is classified.

The Business Agent will inform the store Manager and the Atlanta Personnel Department of any violations pertaining to scheduling of hours on a seniority basis, and a decision will be rendered within one week.

First Violation

The Store Manager will correct such violation in the following manner:

Assign the hours to the most senior part-time employee who is available and qualified to perform the work.

Should the hours have already been worked by a less senior employee, the most senior employee who is available and qualified shall be paid for said hours that the junior employee worked that the senior employee could have worked.

Second Violation

Should hours be assigned to a less senior employee, the more senior employee who is available and qualified to perform the work shall be paid at two (2) times their regular rate of pay for all hours the junior employee worked that the senior employee could have worked.

Third Violation

Should hours be assigned to a less senior employee, the most senior employee who is available and qualified to perform the work shall be paid at three (3) times their regular rate of pay for all hours assigned to the less senior employee that the senior employee could have worked.

Senior employees or the business agent shall be able to claim all or portion of less senior employee's schedules on a daily basis up to and including forty (40) hours.

Claims for payment as outlined above shall not be valid after thirty (30) days.

If after the third (3rd) violation, it is determined that the schedule is being deliberately manipulated to prevent senior part-time employees from claiming hours, the two (2) most senior part-time employees in the store shall be reclassified to full time.

One or more senior part-time employees may claim hours from a junior employee so as to eliminate that junior employee from the schedule entirely. However, schedules may not be claimed from a part-time employee so as to leave the employee with less than the twelve (12) hour guarantee unless that

employee is totally removed from the schedule.

Schedules will be posted in one (1) location in the store by work location, classification and seniority order. Copies of this weekly schedule will be maintained in the store for a minimum of thirty (30) days.

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

L. Part-time employees who are about to be permanently laid off may exercise their seniority in accordance with Appendix "A" attached.

M. An employee in one of the following classifications, Checker/Stock Clerk who desires a transfer to another location may request such a transfer in writing to the Atlanta Personnel Department with a copy to his supervisor and the Local Union. When a vacancy occurs, the Employer will review by request filed for that location by seniority, and a decision will be made based on the employees seniority, ability, and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in the Personnel Department. Head Grocery Clerks, Head Produce Clerks, and Head Checkers/or Front End Managers may request a transfer as provided above. However, in the case of such request, a decision will be made based upon the experience and ability to perform the work as determined by the Employer.

ARTICLE 13 - VACATIONS

A. Employees will be entitled to vacation according to the policy of the Employer, a summary of which is attached as Appendix "B", except that employees with seven (7) or more years of continuous service shall receive three (3) weeks vacation and employees with fourteen (14) years or more of continuous service shall receive four (4) weeks vacation. Employees with twenty (20) or more years continuous service shall receive five (5) weeks vacation.

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

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

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

ARTICLE 14 - ABSENCE DUE TO JURY DUTY

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

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

ARTICLE 15 - SEPARATION PAY

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

ARTICLE 16 - SEPARABILITY

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

ARTICLE 17 - DISCRIMINATION

No employee shall be discriminated against because of Union affiliation or activities.

ARTICLE 18 - UNION COOPERATION

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

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

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

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

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

ARTICLE 19 - HEALTH AND WELFARE

A-1. The term "eligible employee" shall mean any employee, except Courtesy Clerks who has been employed for a period of eight (8) consecutive calendar weeks immediately preceding the first of any month and during said eight (8) week period has worked at least two hundred and twenty-four (224) hours. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) week period (224 hours) and such date shall hereinafter be referred to as his eligibility date.

A-2. In the case of part-time employees, the term "eligible employee" shall mean any employee, except Courtesy Clerks, who has been employed for a period of eight (8) consecutive weeks immediately preceding the first of any month and during said eight (8) week period has worked at least ninety-six (96) hours. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following the eight (8) week period (96 hours) and such date shall hereinafter be referred to as his eligibility date.

B-1. The Employer shall contribute eighty-one dollars (\$81.00) per month (effective August 1, 1981 one-hundred five dollars (\$105.00); effective June 1, 1982, one-hundred fifteen dollars (\$115.00); effective June 1, 1983, one-hundred twenty-nine dollars (\$129.00) per month) for each eligible employee to the Retail Clerks Union and Employers Insurance Fund, which fund is a jointly-administered Employer and Union Trust Fund, as provided in the Trust Agreement.

B-2. The Employer shall contribute thirty dollars and fifty cents (\$30.50) per month (effective August 1, 1981, thirty-eight dollars and fifty cents (\$38.50); effective June 1, 1982, forty-two dollars and fifty cents (\$42.50); effective June 1, 1983, forty-six dollars and fifty cents (\$46.50) per month) for each eligible part-time employee.

B-3. The Employer shall contribute for each eligible employee two dollars (\$2.00) per month (effective May 1, 1982, three dollars (\$3.00); effective May 1, 1983, four dollars (\$4.00) per month) to the Retail Clerks Union and Employers Legal Assistance Fund, which Fund is a jointly-administered Employer and Union Trust Fund, as provided in the Trust Agreement.

C. Contributions to each Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below.

2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more for eight (8) consecutive calendar weeks (224 hours) or in the case of a part-time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

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

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

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

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

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

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

first day of the calendar month.

G. When an employee fails to qualify for the twenty-eight (28) hour contributions as provided in paragraph A-1 but qualifies for the twelve (12) hour contribution provided in paragraph A-2 that contribution shall be made when the contribution provided in paragraph A-1 is discontinued.

ARTICLE 20 - INJURY ON THE JOB

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

ARTICLE 21 - PENSION

A. The Employer agrees to make a contribution of thirty cents (30¢) per hour (effective January 1, 1982, thirty-five cents (35¢); effective January 1, 1983, forty cents (40¢) per hour) for each paid hour up to and including forty (40) hours per week for all employees, except Courtesy Clerks, in the bargaining unit including probationary employees. Paid hours shall include paid hours of vacation, holidays and hours of leave paid for by the Employer. Such contribution shall be made not later than the twentieth (20th) day of each month for the preceding calendar month.

A-1. Effective May 1, 1984, the Employer will make a contribution to the Pension Plan for Courtesy Clerks on the same basis as for all other employees.

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

1. Where installations of such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer sixty (60) days prior to installation.

2. The Employer has the right to install such equipment.

3. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.

4. Where full-time employees would be displaced by such installation the Employer will make every effort to affect a transfer.

5. If a full-time employee 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 (except courtesy clerks) had two (2) or more years of full-time service.

B. Does not refuse a transfer within a fifty (50) mile radius.

C. Does not refuse to be retrained.

D. Such action does not occur more than six (6) months from date of installation.

E. Does not voluntarily terminate employment.

6. Severance pay would be paid at the rate of one (1) week's pay for each year of full-time service in excess of two (2) years not to exceed eight (8) weeks.

7. Severance pay would equate the average number of hours worked the four (4) weeks preceding displacement, not to exceed forty (40) hours straight time pay.

ARTICLE 23 - EXPIRATION

A. This Agreement shall continue in effect from May 17, 1981 through May 19, 1984, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

B. Increases in wage rates shall be retroactive to May 17, 1981. All other changes shall be effective the Sunday immediately following execution of this Agreement unless otherwise specified.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this _____ day of _____, 1981.

FOR THE UNION:
Local #1063, Atlanta, Ga.

FOR THE EMPLOYER:

APPENDIX "A" APPLICATION OF SENIORITY

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

Area I. Metropolitan Atlanta, Georgia to include Fulton - DeKalb - Cobb - Clayton - Fayette - Gwinnett - Douglas - Henry - Newton and Rockdale Counties.

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

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

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

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

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

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

Effective May 17, 1981, May 16, 1982 and May 15, 1983, Head Checkers and Head Clerks and/or Front End Managers will be classified based on the average sales basis provided herein but based on the average weekly total sales for the full thirteen (13) Kroger periods ending prior to the above date. A new list of Head Checker and Head Clerk and/or Front End Manager rates will be established based on the reclassification if changes are involved.

Previous Experience

1. Previous proven comparable grocery or produce experience with a nationally recognized supermarket chain within three (3) years of the persons date of employment shall be the basis for determination of employee's rate of pay.

2. Previous experience must be stated at time of employment and shown on application for employment, otherwise the employee forfeits any claim under this provision.

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

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

APPENDIX "B" VACATION POLICY

1. ELIGIBILITY

A. A regular employee will be eligible for a one week vacation as of the first anniversary of his beginning date of continuous full-time service provided he has completed one year of continuous full-time service as of that date.

B. After qualifying for his first one week vacation, a regular employee who has completed one year of continuous full-time service (but less than three years) prior to January 1 is eligible for one week vacation as of January 1.

C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.

D. After qualifying for his first two week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two week vacation as of January 1.

2. VACATION PAY

A. Employees will be paid their straight-time earnings for their basic workweek.

B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS

A. Vacations must be scheduled in the calendar year except that where necessary, vacation which fall due in the 12th or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.

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

C. Choice of vacation dates will be granted on the basis of seniority; except that the Employer reserves the right to grant vacations to any employee when his absence will least affect the operation. Vacation schedule for full-time employees shall be posted in each store not later than March 15 of each year.

4. SEPARATIONS

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

5. EFFECTIVE OF ABSENCE LEAVE

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 (¼); leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half (½); leaves totaling more than 270 days shall disqualify for vacation. This shall not apply in case of compensable (on the job) injury.

APPENDIX "C" COST OF LIVING

For the terms of this Agreement, all classifications (except Courtesy Clerks) of employees indicated in Schedule "A" Wages shall be covered by the provisions of a cost of living allowance as set forth below.

The amount of the cost of living allowance shall be determined and redetermined as provided below on the basis of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1977=100) and referred to herein as the "Index".

The first cost of living allowance shall be effective 11-14-82, based on the difference between the Index figure of March, 1982 and the Index figure of September, 1982.

The second cost of living allowance shall be effective 5-15-83, based on the difference between the Index figure of September, 1982 and the Index figure of March, 1983.

The third cost of living allowance shall be effective 11-13-83, based on the difference between the Index figure of March, 1983 and the Index figure of September, 1983.

The basis of adjustment shall be one cent (1¢) per hour allowance for every four tenths (.4) increase in the Index during the above stated reviews.

The Index, in effect, as of the end of the designated month(s) will be the Index used to compute cost of living increase, if any.

Cost of living adjustments shall not apply to Courtesy Clerks, Courtesy Clerk contract rates, and the contract rates set forth for part-time employees hired after 7-29-81.

SCHEDULE "A" WAGES

AREA I

(Covered stores in Clayton, Fulton, DeKalb, Cobb, Gwinnett, Henry, Fayette, Douglas, Newton and Rockdale Counties)

	5-17-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK CLERK (For F.T. emps hired before 5-14-78)				
0-6 months	\$ 7.16	\$ 7.46	\$ 7.66	\$ 7.81
6-12 months	7.39	7.69	7.89	8.04
12-18 months	7.77	8.07	8.27	8.42
18-24 months	8.06	8.36	8.56	8.71
24-30 months	8.48	8.78	8.98	9.13
Thereafter	9.41	9.71	9.91	10.06
HEAD CHECKER				
Under 80,000	9.70	10.00	10.20	10.35
FRONT END MANAGER				
Over 80,000	10.63	10.93	11.13	11.28
HEAD CLERK				
Up to 15,000	10.23	10.53	10.73	10.88
15,001-25,000	10.35	10.65	10.85	11.00
25,001-35,000	10.41	10.71	10.91	11.06
35,001-50,000	10.46	10.76	10.96	11.11
50,001-80,000	10.71	11.01	11.21	11.36
80,001 and over	10.96	11.26	11.46	11.61
CHECKER/STOCK CLERK (For F.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	5.91	6.21	6.41	6.56
6-12 months	6.41	6.71	6.91	7.06
12-18 months	6.86	7.16	7.36	7.51
18-24 months	7.51	7.81	8.01	8.16
24-30 months	8.11	8.41	8.61	8.76
Thereafter	9.41	9.71	9.91	10.06
CHECKER/STOCK CLERK (For P.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	5.01			
6-12 months	5.26			
Thereafter	Progress to starting full-time rate above and will receive their next increase based on 9 months of service.			
COURTESY CLERK (For emps hired between 5-13-78 & 7-29-81)	3.75			

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and bottle returns; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, and cleaning as may be required.

When openings occur for part-time clerks, Courtesy Clerks shall be offered such openings in seniority order. The Courtesy Clerk's service shall not be considered in determining his or her rate of pay upon promotion to part-time or full-time clerk.

It is agreed that a violation of this Addendum in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this Addendum shall be paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.
3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store shall be considered separately.

It is understood that the Courtesy Clerk rate shall be adjusted by the amount of the adjustment of the federal minimum wage and on the date of the federal minimum wage changes.

FOR EMPLOYEES HIRED AND/OR PROMOTED TO PART-TIME AFTER 7-29-81

	7-30-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK CLERK FULL-TIME				
Start	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
After 6 months	5.50	5.50	5.50	5.50
After 12 months	5.75	5.75	5.75	5.75
After 18 months	6.00	6.00	6.00	6.00
After 24 months	6.25	6.40	6.55	6.55
After 30 months	6.50	6.65	9.91	10.06
CHECKER/STOCK CLERK PART-TIME				
Start	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
After 6 months	4.25	4.25	4.25	4.25
After 12 months	Progress to starting full-time rate above and will receive their next increase based on 9 months of service.			
COURTESY CLERK	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.60

**SCHEDULE "A" WAGES
AREA II**

(Covered stores in counties other than in Area I, except Chattanooga and Albany.)

	5-17-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK CLERK (For F.T. emps hired before 5-14-78)				
0-6 months	\$ 7.01	\$ 7.31	\$ 7.51	\$ 7.66
6-12 months	7.24	7.54	7.74	7.89
12-18 months	7.62	7.92	8.12	8.27
18-24 months	7.91	8.21	8.41	8.56
24-30 months	8.33	8.63	8.83	8.98
Thereafter	9.26	9.56	9.76	9.91
HEAD CHECKER				
Under 80,000	9.55	9.85	10.05	10.20
FRONT END MANAGER				
Over 80,000	10.48	10.78	10.98	11.13
HEAD CLERK				
Up to 15,000	10.08	10.38	10.58	10.73
15,001-25,000	10.20	10.50	10.70	10.85
25,001-35,000	10.26	10.56	10.76	10.91
35,001-50,000	10.31	10.61	10.81	10.96
50,001-80,000	10.56	10.86	11.06	11.21
80,001 and over	10.81	11.11	11.31	11.46
CHECKER/STOCK CLERK (For F.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	5.76	6.06	6.26	6.41
6-12 months	6.26	6.56	6.76	6.91
12-18 months	6.71	7.01	7.21	7.36
18-24 months	7.36	7.66	7.86	8.01
24-30 months	7.96	8.26	8.46	8.61
Thereafter	9.26	9.56	9.76	9.91
CHECKER/STOCK CLERK (For P.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	4.86			
6-12 months	5.11			
Thereafter		Progress to starting full-time rate above and will receive their next increase based on 9 months of service.		
COURTESY CLERK (For emps hired between 5-13-78 & 7-29-81)				
	3.70			

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and bottle returns; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, and cleaning as may be required.

When openings occur for part-time clerks, Courtesy Clerks shall be offered such openings in seniority order. The Courtesy Clerk's service shall not be considered in determining his or her rate of pay upon promotion to part-time or full-time clerk.

It is agreed that a violation of this Addendum in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this Addendum shall be paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.
3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store shall be considered separately.

It is understood that the Courtesy Clerk rate shall be adjusted by the amount of the adjustment of the federal minimum wage and on the date of the federal minimum wage changes.

FOR EMPLOYEES HIRED AND/OR PROMOTED TO PART-TIME AFTER 7-29-81.

	7-30-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK CLERK FULL-TIME				
Start	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
After 6 months	5.50	5.50	5.50	5.50
After 12 months	5.75	5.75	5.75	5.75
After 18 months	6.00	6.00	6.00	6.00
After 24 months	6.25	6.40	6.55	6.55
After 30 months	6.50	6.65	9.76	9.91
CHECKER/STOCK CLERK PART-TIME				
Start	4.00	4.00	4.00	4.00
After 6 months	4.25	4.25	4.25	4.25
After 12 months		Progress to starting full-time rate above and will receive their next increase based on 9 months of service.		
COURTESY CLERK				
	3.60	3.60	3.60	3.60

**SCHEDULE "A" WAGES
CHATTANOOGA STORES**

	5-17-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK DELI CLK (For F.T. emps hired before 5-14-78)				
0-6 months	\$ 6.53	\$ 6.83	\$ 7.03	\$ 7.18
6-12 months	6.76	7.06	7.26	7.41
12-18 months	7.14	7.44	7.64	7.79
18-24 months	7.43	7.73	7.93	8.08
24-30 months	7.85	8.15	8.35	8.50
Thereafter	8.78	9.08	9.28	9.43
HEAD CHECKER				
Under 80,000	9.07	9.37	9.57	9.72
FRONT END MANAGER				
Over 80,000	10.00	10.30	10.50	10.65
HEAD CLERK				
Up to 15,000	9.60	9.90	10.10	10.25
15,001-25,000	9.72	10.02	10.22	10.37
25,001-35,000	9.78	10.08	10.28	10.43
35,001-50,000	9.83	10.13	10.33	10.48
50,001-80,000	10.08	10.38	10.58	10.73
80,001 and over	10.33	10.63	10.83	10.98
CHECKER/STICK DELI CLK (For F.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	5.76	6.06	6.26	6.41
6-12 months	6.26	6.56	6.76	6.91
12-18 months	6.71	7.01	7.21	7.36
18-24 months	7.36	7.66	7.86	8.01
24-30 months	7.85	8.15	8.35	8.50
Thereafter	8.78	9.08	9.28	9.43
CHECKER/STOCK DELI CLK (For P.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	4.86			
6-12 months	5.11			
Thereafter		Progress to starting full-time rate above and will receive their next increase based on 9 months of service.		
HEAD DELI CLERK				
	9.03	9.33	9.53	9.68
COURTESY CLERK (For emps hired between 5-13-78 & 7-29-81)				
	3.70			

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and bottle returns; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, and cleaning as may be required.

When openings occur for part-time clerks, Courtesy Clerks shall be offered such openings in seniority order. The Courtesy Clerk's service shall not be considered in determining his or her rate of pay upon promotion to part-time or full-time clerk.

It is agreed that a violation of this Addendum in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this Addendum shall be

paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.

3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store shall be considered separately.

It is understood that the Courtesy Clerk rate shall be adjusted by the amount of the adjustment of the federal minimum wage and on the date of the federal minimum wage changes.

FOR EMPLOYEES HIRED AND/OR PROMOTED TO PART-TIME AFTER 7-29-81.

	7-30-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK/DELI CLERK FULL-TIME				
Start	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
After 6 months	5.50	5.50	5.50	5.50
After 12 months	5.75	5.75	5.75	5.75
After 18 months	6.00	6.00	6.00	6.00
After 24 months	6.25	6.40	6.55	6.55
After 30 months	6.50	6.65	9.28	9.43
CHECKER/STOCK/DELI CLERK PART-TIME				
Start	4.00	4.00	4.00	4.00
After 6 months	4.25	4.25	4.25	4.25
After 12 months	Progress to starting full-time rate above and will receive their increase based on 9 months of service.			
COURTESY CLERK	3.60	3.60	3.60	3.60

SCHEDULE "A" WAGES ALBANY STORE

	5-17-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCKER CLERK (For F.T. emps hired before 5-14-78)				
0-6 months	\$ 6.84	\$ 7.14	\$ 7.34	\$ 7.49
6-12 months	7.07	7.37	7.57	7.72
12-18 months	7.45	7.75	7.95	8.10
18-24 months	7.64	7.94	8.14	8.29
24-30 months	8.16	8.46	8.66	8.81
Thereafter	9.09	9.39	9.59	9.74
DELI CLERK (For F.T. & P.T. emps hired before 5-14-78)				
0-6 months	6.45	6.75	6.95	7.10
6-12 months	6.70	7.00	7.20	7.35
12-18 months	6.96	7.26	7.46	7.61
18-24 months	7.06	7.36	7.56	7.71
24-30 months	7.35	7.65	7.85	8.00
Thereafter	8.28	8.58	8.78	8.93

NOTE: P.T. Deli Clerks advance with 9 months of service.

HEAD CHECKER Under 80,000	9.38	9.68	9.88	10.03
FRONT END MANAGER Over 80,000	10.31	10.61	10.81	10.96
HEAD CLERK Up to 15,000	9.61	9.91	10.11	10.26
15,001-25,000	9.73	10.03	10.23	10.38
25,001-35,000	9.89	10.19	10.39	10.54
35,001-50,000	9.94	10.24	10.44	10.59
50,001-80,000	10.24	10.54	10.74	10.89
80,001 and over	10.64	10.94	11.14	11.29
HEAD DELI	9.34	9.64	9.84	9.99
CHECKER/STOCK/DELI CLK (For F.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	5.76	6.06	6.26	6.41
6-12 months	6.26	6.56	6.76	6.91
12-18 months	6.71	7.01	7.21	7.36
18-24 months	7.36	7.66	7.86	8.01
Thereafter	9.09	9.39	9.59	9.74
CHECKER/STOCK/DELI CLERK (For P.T. emps hired between 5-13-78 & 7-29-81)				
0-6 months	\$ 4.86			
6-12 months	\$ 5.11			
Thereafter	Progress to starting full-time rate above and will receive their next increase based on 9 months of service.			
COURTESY CLERK (For emps hired between 5-13-78 & 7-29-81)	3.70			

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and bottle returns; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, and cleaning as may be required.

When openings occur for part-time clerks, Courtesy Clerks shall be offered such openings in seniority order. The Courtesy Clerk's service shall not be considered in determining his or her rate of pay upon promotion to part-time or full-time clerk.

It is agreed that a violation of this Addendum in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this Addendum shall be paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.
3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store shall be considered separately.

It is understood that the Courtesy Clerk rate shall be adjusted by the amount of the adjustment of the federal minimum wage and on the date of the federal minimum wage changes.

FOR EMPLOYEES HIRED AND/OR PROMOTED TO PART-TIME AFTER 7-29-81

	7-30-81	5-16-82	5-15-83	1-22-84
CHECKER/STOCK/DELI CLERK FULL-TIME				
Start	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
After 6 months	5.50	5.50	5.50	5.50
After 12 months	5.75	5.75	5.75	5.75
After 18 months	6.00	6.00	6.00	6.00
After 24 months	6.25	6.40	6.55	6.55
After 30 months	6.50	6.65	9.59	9.74
CHECKER/STOCK/DELI CLERK PART-TIME				
Start	4.00	4.00	4.00	4.00
After 6 months	4.25	4.25	4.25	4.25
After 12 months	Progress to starting full-time rate above and will receive their next increase based on 9 months of service.			
COURTESY CLERK	3.60	3.60	3.60	3.60



006781

FEBRUARY 1, 1982

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

Form Approved
O.M.B. No. 1220-0001

FEB 16 1982-R

SECRETARY-TREASURER
RETAIL CLERKS INTERNATIONAL
ASSOCIATION
3504 MAIN STREET
COLLEGE PARK, GA. 30337

PREVIOUS AGREEMENT EXPIRED
MAY 09, 1981

Respondent:

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

KROGER CO ATLANTA DIV GA TENN & ALA LU 1063

WITH RETAIL CLERKS
INTERSTATE

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

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

1. Approximate number of employees involved 4,350
2. Number and location of establishments covered by agreement 70
3. Product, service, or type of business Food
4. If your agreement has been extended, indicate new expiration date 5-19-84

Clyde D. Owens
Your Name and Position
3512 main Street
Address

404-766-5234
Area Code/Telephone Number
College Park, Ga. 30337
City/State/ZIP Code