

NOTHING MORE NEED BE SAID!

From: [REDACTED]

Date: 4/3/2025 11:56:02 PM

Subject: Wilder et al vs. The Kroger Company - US District Court / Southern District of OH - Civil Action 1:22-cv-681

To: rich.pourchot@kroger.com, rick.koch@stores.kroger.com, Cisco, Sue J
<sue.cisco@stores.kroger.com>

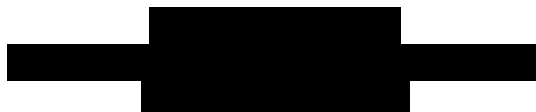
Cc: tim.massa@kroger.com, colleen.juergensen@kroger.com, Bolton, Brook A
<brook.bolton@kroger.com>, marlene.russell@stores.kroger.com, Marc Parker
<mparker@ufcwlocal536.org>

Oh my ... a class-action lawsuit filed against The Kroger Company for its continual and repeated practice of non-timely paying its employees accrued wages due? (As per the subject "Wilder et al vs. The Kroger Company - US District Court / Southern District of OH - Civil Action 1:22-cv-681: **"At the Final Approval Hearing, or at such time as the Court may direct, class Counsel intends to apply to the Court for an award of attorneys' fees plus costs in the amount of \$4,878,376.85. Kroger has agreed to pay up to this amount subject to Court approval."**)

Who would have thought? Did I not predict this coming? This is delicious, much too delicious ... why, it's " https://youtu.be/E-OYybJUR_I?si=0tM8Sk4YnuH_LEXP " delicious!

I am, of course, a party to this lawsuit; as such, I will soon be forwarding to class-action attorneys Cliff Alexander and Austin Anderson (of Anderson Alexander, PLLC, Corpus Christi, TX) and Robert DeRose (of Barkan Meizlish Derosé Cox, LLP, Columbus, OH) the link to the soon-to-be updated " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " website ... for their cherry picking any other unrelated unlawful employment issues ... **LIKE MAYBE THE NON-TIMELY PAYMENT OF ACCRUED VACATION WAGES?** Included in this website are copies of the what - 10, 15 or 20? - e-mails (other than 1, maybe 2 of these e-mails, all remain unanswered!) to Kroger on Oakland store manager Rich Pourchot and assistant managers Rick Koch and Sue Cisco re: The Kroger Company's continual and repeated practice of non-timely paying its employees accrued wages due (pages 15 - 21). Included in this soon-to-be updated " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " website will be copies of: 1) a Claim filed with the IL Department of Labor (on 01/04/25 as Claim #25-0000059) re: The Kroger Company's **non-timely payment of accrued vacation wages** (pages 5 - 14) and 2) an e-mail, dated 01/19/25, sent to Tim Massa, SVP / Chief People Officer, Kroger Corporate (cc'd to, among others, Colleen Juergensen, President / Central Division and Brook Bolton, Human Resources Associate / Central Division) re: The Kroger Company's partial payment of the accrued vacation wages not yet paid ending with the following suggestion: **"A copy of this letter will be sent to United Food and Commercial Workers International Union suggesting that a review be made on Kroger's policy and procedures compliance re: vacation hours owed to terminated employees ... and to the IDOL requesting a full and complete audit on the same."**

Thank you.



From: [REDACTED]
Date: Monday, April 7, 2025 at 11:39 AM
To: Clif Alexander <clif@a2xlaw.com>, Austin Anderson <austin@a2xlaw.com>, bderose@barkanmeizlish.com <bderose@barkanmeizlish.com>
Subject: Wilder et al vs. The Kroger Company - US District Court / Southern District of OH – Civil Action 1:22-cv-681

FORWARDED E-MAIL:

From: [REDACTED]
Date: 4/3/2025 11:56:02 PM
Subject: Wilder et al vs. The Kroger Company - US District Court / Southern District of OH – Civil Action 1:22-cv-681
To: rich.pourchot@kroger.com, rick.koch@stores.kroger.com, Cisco, Sue J <sue.cisco@stores.kroger.com>
Cc: tim.massa@kroger.com, colleen.juergensen@kroger.com, Bolton, Brook A <brook.bolton@kroger.com>, marlene.russell@stores.kroger.com, Marc Parker <mparker@ufcwlocal536.org>

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"At the Final Approval Hearing, or at such time as the Court may direct, class Counsel intends to apply to the Court for an award of attorneys' fees plus costs in the amount of \$4,878,376.85.

Kroger has agreed to pay up to this amount subject to Court approval.") Who would have thought? Did not predict this coming? This is delicious, much too delicious ...

why, it's " https://youtu.be/E-OYybJUR_I?si=0tM8Sk4YnuH_LEXP " delicious!

I am, of course, a party to this lawsuit; as such, I will soon be forwarding to class-action attorneys Austin Anderson and Cliff Alexander (of Anderson Alexander, PLLC, Corpus Christi, TX) and Robert DeRose (of Barkan Meizlish Derose Cox, LLP, Columbus, OH) the link to the soon-to-be updated* " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " website ... for their cherry picking any other unrelated unlawful employment issues ... **LIKE MAYBE THE NON-TIMELY PAYMENT OF ACCRUED VACATION WAGES?** Included in this website are copies of the what - 10, 15 or 20? - e-mails (other than 1, maybe 2 of these e-mails, all remain unanswered!) to Kroger on Oakland store manager Rich Pourchot and assistant managers Rick Koch and Sue Cisco re: The Kroger Company's continual and repeated practice of non-timely paying its employees accrued wages due (pages 15 - 21). Included in this soon-to-be updated* " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " website will be copies of: 1) a Claim filed with the IL Department of Labor (on 01/04/25 as Claim #25-0000059) re: The Kroger Company's **non-timely payment of vacation hours owed to terminated employees** (pages 5 - 14) and 2) an e-mail, dated 01/19/25, sent to Tim Massa, SVP / Chief People Officer, Kroger Corporate (cc'd to, among others, Colleen Juergensen, President / Central Division and Brook Bolton, Human Resources Associate / Central Division) re: The Kroger Company's partial payment of the accrued vacation wages not yet paid ending with the following suggestion: **"A copy of this letter will be sent to United Food and Commercial Workers International Union suggesting that a review be made on Kroger's policy and procedures compliance re: vacation hours owed to terminated employees ... and to the IDOL requesting a full and complete audit on the same."**

Thank you.



- * Not yet updated; update consists of a recap of the last Illinois Department of Employment Security Administrative Hearing (which I believe I'm leading 6-0 or 7-0 in Appeals to Determinations and / or Decisions?)

E-mailed To: Class Counsel Clif Alexander
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Columbus, OH 43219
bderose@barkanmeizlish.com

From: Clif Alexander <clif@a2xlaw.com>

Date: 4/7/2025 11:57:13 AM

Subject: Re: Wilder et al vs. The Kroger Company - US District Court / Southern District of OH – Civil Action 1:22-cv-681

To: [REDACTED] Austin Anderson <austin@a2xlaw.com>, Carter Hastings <carter@a2xlaw.com>, [REDACTED]

[REDACTED]

Carter Hastings from my office recently tried to call you regarding your email below. Please let us know when you have time to discuss further. Thank you and we look forward to hearing from you soon.

Clif Alexander
Anderson Alexander, PLLC
[REDACTED]

LEGAL DISCLAIMER

(under advice of Counsel)

The reviews and opinions expressed on the

<https://kroger-on-oakland-in-bloomington-illinois-review.com> website

are solely those of the authors and do not necessarily reflect the views or opinions of any reviewed employer or any other employees of that reviewed employer. The reviews and opinions provided on this website are based on the authors' employment experiences and are intended for general informational purposes only.

While the authors strive to provide current and relevant information on a continuing / continual basis, the

<https://kroger-on-oakland-in-bloomington-illinois-review.com> website

cannot guarantee that all information is current and up-to-date. Any reliance placed on such information is strictly at the readers' own risk. The authors encourage readers to conduct their own research and make employment decisions based on their unique circumstances.

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THE SAGA BEGINS?

11/12/24 – Placed on Indefinite Suspension “*for being discourteous and failure to follow instructions*”.

11/15/24 – Files a claim with the Illinois Department of Employment Security (“IDES”) for Unemployment Benefits; Kroger subsequently objects to this claim.

11/26/24 – Terminated ... via letter!

12/09/24 – Prevails @ IDES “Determination” hearing: “ ... *Since the claimant’s action, which resulted in his discharge was not deliberate or willful, the claimant is not ineligible for benefits from 11/17/24 in regard to this issue.*”.

01/05/25 – Files a claim – exceeding \$1,100.00 – with the Illinois Department of Labor (“IDOL”) for unpaid vacation hours.

01/15/25 – Kroger remits an incorrect partial payment – in the amount of \$358.05 (huh?) – for the above IDOL unpaid vacation hours claim @ an incorrect rate of pay.

In those timeless words of – at that time – Salvatore Bono and Cheryl Sarkisian:

THE BEAT GOES ON.

IL DEPT. OF EMPLOYMENT SECURITY TIMELINE

11/12/24 – Placed on Indefinite Suspension “*for being discourteous and failure to follow instructions*”.

11/15/24 – Files a claim with the Illinois Department of Employment Security (“IDES”) for Unemployment benefits; Kroger subsequently objects to this claim.

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01/05/25 – Files a claim – exceeding \$1,100.00 – with the Illinois Department of Labor (“IDOL”) for unpaid vacation hours.

01/08/25 – Kroger files an **Appeal** to the above 12/09/24 Determination questioning:

- *Whether an Appeal from the claim’s adjudicator’s Finding or Determination was it filed within the 30 day time limit?;*
- *Whether the employer filed a timely and sufficient Notice of Possible Ineligibility?* and
- *Why was the Claimant separated from employment with the above employer (Kroger)? If discharged, was it for misconduct in connection with the work? If Claimant left voluntarily, was it for good cause attributable to the employer?*

01/15/25 – Kroger remits an incorrect partial payment – in the amount of \$358.05 (huh?) – for the above IDOL unpaid vacation hours claim @ an incorrect rate of pay.

01/15/25 – Kroger files a **2nd Appeal** to the above 12/09/24 Determination **again questioning:**

- *Was the Claimant discharged for misconduct connected with the work?*

01/22/25 – Kroger files a **3rd Appeal** to the above 12/09/24 Determination (corrected on 01/03/25 due to a date typo error in the original 12/09/24 Determination) **again questioning:**

- *Whether an Appeal from the claim’s adjudicator’s Finding or Determination was filed within the 30 day time limit?;*
- *Whether the employer filed a timely and sufficient Notice of Possible Ineligibility?* and this time ...
- *Whether the Claimant was an unemployed individual or was the Claimant receiving deductible wages during the period underreview?*

01/27/25 – Kroger files a 4th Appeal to the above 12/09/24 Determination (corrected on 01/03/25 due to a date typo error in the original 12/09/24 Determination) **again questioning:**

- *Did the Claimant receive payment or perform services during the period in question?*

02/05/25 – Prevails @ IDES “Telephone Hearing” re: Kroger’s 1st Appeal (01/08/25) to the above 12/09/24 Determination:

- **The Claimant (me) appeared as did the Employer’s Agent; however, Rich Pourchot, representing the Employer / Appellant, failed to appear.**

02/10/25 – Prevails @ IDES “Telephone Hearing” re: Kroger’s 5th Appeal (01/22/25) (whatever happened Kroger’s 2nd Appeal [01/15/25]?) ... when questioned by the judge re:

- *Whether the employer filed a timely and sufficient Notice of Possible Ineligibility?, Rich Pourchot, representing the Employer / Appellant, testified, under oath, that he had no knowledge of my “ ... Possibl(y) (being) Ineligible (to receive benefits) and*
- *Whether the Claimant was an unemployed individual or was the Claimant receiving deductible wages during the period underreview?, Rich Pourchot, representing the Employer / Appellant, testified, under oath, that he had no knowledge of my “ ... receiving deductible wages during the period under review.”*

02/26/25 – Prevails @ IDES “Telephone Hearing” re: Kroger’s 6th Appeal (02/10/25) **again questioning:**

- *Why was the Claimant separated from employment with the above employer? If discharged, was it for misconduct in connection with the work? If Claimant left voluntarily, was it for good cause attributable to the employer?*

Rather lengthy (but condensed!) Administrative Law Judge’s Decision @ Kroger’s last bite @ the apple:

820 ILCS 405/602A provides that an individual shall be ineligible for benefits for the weeks in which he has been discharged for misconduct connected with his work and, thereafter, until he has become re-employed and has had earnings equal to or in excess of his current weekly benefit amount in each of four calendar weeks. The term “misconduct” means the deliberate and willful violation of a reasonable rule or policy for the employing unit, governing the individual’s behavior in performance of his work, provided such violation has harmed the employing unit or other employees ...

Every justifiable discharge does not disqualify the discharged employee from receiving unemployment benefits. Employee conduct may be such that the employer may properly discharge them. Such conduct might not, however, constitute “misconduct connected with the work.” ... In order to show that an employee should be disqualified for misconduct, an employer must satisfy a higher burden than merely proving that an employee should have been discharged ... an employer who alleges that a claimant is ineligible for unemployment compensation by reason of misconduct ultimately has the burden of proof on this issue by a preponderance of evidence.

In this case, there is insufficient evidence to demonstrate that the claimant engaged in actions that would amount to the misconduct contemplated under the provisions of Section 602A of the Illinois Unemployment Insurance Act or any subsection thereof. The claimant, a member of the employer's union, was asked to meet to discuss his performance without a union steward. The claimant initially declined because he wanted union representation in the meeting but agreed after he was told he would be placed on indefinite suspension if he did not attend ... It was the employer's position that any member of the union could serve as a witness to the conversation. It was the claimant's position that only elected members may handle union business. The employer did not provide the union contract. The employer's testimony that the claimant engaged in unprofessional behavior during this meeting he was forced to attend without representation was credible. However, the claimant had reason to request representation since the discussion was disciplinary in nature ... The separation from employment did not occur under disqualifying circumstances. Accordingly, based upon a preponderance of the evidence, it was not established that the discharge was for misconduct in connection with the work as defined by the Act.

Additionally @ this 02/26/25 hearing:

During questioning, Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL could not recall one (1) single e-mail – re: store safety and security concerns – sent him prior to my being indefinitely suspended / terminated. This “memory lapse” demands the following questions be immediately addressed:

- 1) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL purposefully not recall one (1) single e-mail (felony perjury?) or
- 2) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL, immediately delete all of my e-mails – without reading – when appearing in his Kroger corporate e-mail InBox or
- 3) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL block all of my e-mails so they wouldn't appear in his Kroger corporate e-mail InBox?

As always ...

THE BEAT GOES ON.

From: [REDACTED]
Date: 3/17/2025 11:52:34 PM
Subject: REVISED ** 6 APPEALS FILED BY KROGER ... ** REVISED
To: rich.pourchot@kroger.com, Bolton, Brook A <brook.bolton@kroger.com>
Cc: tim.massa@kroger.com, colleen.juergensen@kroger.com, Cisco, Sue J
<sue.cisco@stores.kroger.com>, marlene.russell@stores.kroger.com, Marc Parker
<mparker@ufcwlocal536.org>

The following are the results of the 6 Appeals filed by Kroger (all filed within a 30-day time period!) of the 6 prior Illinois Department of Employment Security's ("IDES") **Determinations** and / or the 6 prior IDES Administrative Law Judges' (2 to date!) **Administration Law Judge's Decisions**:

<u>RM</u>	<u>KROGER</u>
5	1
prevails	prevail*

Date of Last Hearing: 02/26/25

*"This matter was originally scheduled for hearing on 02/05/25. The claimant and the employer's representative appeared but the employer's witness did not appear. He was called three times on his personal number and once at his business number. The person who answered the telephone at the business indicated the witness was not available. (This was after the employer's witness, **Kroger store manager Rich Pourchot**, was given a heads-up the previous day [02/04/25] of the next day's [02/05/25] hearing.) The employer filed a timely re-hearing request. A hearing on the merits occurred."*

* I did not object to the re-hearing as given above soooooo ... did Kroger actually prevail?
As they used to say on MNF, "You Make the Call!"

A re-cap of the "**Date of Last Hearing: 02/26/25**" will soon follow; this re-cap will discuss the probable untruths (possible felony perjury?) at length (may wait for receipt of transcripts of this 02/26/25 Hearing).

NOTE: Most paid e-mail applications have "return receipt" functions; a "return receipt" is an acknowledgment by the recipient's email client to the sender of receipt of an email message. It is a way for the sender to know that an email has been opened on the recipient's computer.

The following is directed to other parties this e-mail may be addressed to:-

~~Pending receipt of the 02/26/26 IDES Hearing transcripts, the only other matter standing in the way of finalizing my glorious career @ Kroger is 2024 vacation pay that is immediately due and payable. As per Article 12 Section 12.1 of the "Agreement Between The Kroger Company and United Food and Commercial Workers Union, Local 536, (of the) United Food and Commercial Workers International Union": "All employees shall be entitled to vacation pay on the following basis:~~

~~One (1) year of continuous employment — One (1) week
Two (2) years of continuous employment — Two (2) weeks ... "~~

~~(It shouldn't take a rocket scientist to determine that, given my 5 years of continuous employment @ Kroger and adhering to the above Article 12 Section 12.1, I was due and owing two [2] weeks' vacation pay in the year of our Lord 2024.)~~

~~As shown in my letter of 01/05/25, the above non-vacation pay Complaint was filed with the Illinois Department of Labor on 01/05/25, as Claim # 25-0000059, in the amount of \$1,112.00 plus interest and penalties. (Most recent status of this Claim was via an e-mail dated 03/03/25: "*The claim is awaiting assignment to a Specialist. Due to staffing shortages, we are still in the process of assigning claims that were filed in August 2024. It is taking 6 months for claims to be assigned after they are filed. When this claim is assigned, our staff will send you an email to let you know.*" **Wage Claims Section - Fair Labor Standards Division**)~~

~~FYI: Notwithstanding the above Complaint, my most recent filing with the Illinois Department of Labor was on 05/02/19, as Claim #19-001261, in the amount of \$701.50 plus interest and penalties. **The total payout of this claim, including interest and penalties, was \$1,383.83 — better than money market / C.D. returns!**~~

Thank you.



<https://kroger-on-oakland-in-bloomington-illinois-review.com>

* updates coming soon to a town just like yours! *

The much awaited, much anticipated, much sought after re-cap of the 6th Appeal (**yup, that's right ... 6th Appeal!**) – held on 02/26/25 – discusses Kroger's one last try / one last bite at the apple in its attempts to deny me benefits under the Illinois Department of Employment Security programs; the "Evidence" presented below, examined by and submitted at the behest of Brook Bolton, Human Resources Associate, Kroger / Central Division, Indianapolis, IN and / or Rich Pourchot, manager, Kroger on Oakland, Bloomington, IL, was the most examined, the most debated, most reviewed of this "Evidence" and are accompanied with the Administrative Law Judge's ("ALJ") Decisions / Orders re: the acceptance / denial of this "Evidence".

Witness Statements (for a meeting held on 11/12/24) submitted by **SUE J. CISCO**, Assistant Manager, Kroger on Oakland, Bloomington, IL and **AL THOMAS**, sometimes night time Relief Manager, Kroger on Oakland, Bloomington, IL:

The ALJ sustained my Objection, citing Hearsay, and disallowed these Witness Statements being admitted as Evidence. In his written Decision, the ALJ further opined: *"The employer's (Pourchot) testimony that the claimant engaged in unprofessional behavior during this meeting he was forced to attend without representation was credible. However, the claimant had reason to request representation since the discussion was disciplinary in nature ... "*

The unsolicited "Testimonials" submitted by Kroger on Oakland's bestest of the best, finest of the fine, mostest of the most, all faster than a speeding bullet, more powerful than a locomotive, able to leap tall buildings in a single bound (oops ... I digress) including bagger **JUSTIN REINITZ**, Kroger on Oakland, **KELLY LANGSTON**, Customer Service Representative ("CSR"), Kroger on Oakland, Bloomington, IL, **KAITLYN GRACZYK**, CSR, Kroger on Oakland, Bloomington, IL, **MARLENE RUSSELL**, Front End Supervisor, Kroger on Oakland, Bloomington, IL and **TUCKER "SUMMER" DEWITT**, CSR, Bloomington, IL (curiously all these unsolicited "Testimonials" were written and submitted the same day?):

The ALJ sustained my Objection, citing:

- 1) Hearsay, disallowing these unsolicited "Testimonials" being admitted as Evidence and**
- 2) The letter of termination, dated 11/26/24, stating "discourtesy towards customers" and "failure to follow instructions"; specifically, this letter makes no mention of my alleged failure to play well with others.**

The fact that the " <https://kroger-on-oakland-in-bloomngton-illinois-review.com> " website was created:

- 1) The ALJ sustained my Objection, citing the letter of termination, dated 11/26/24, stating "discourtesy towards customers" and "failure to follow instructions"; specifically, this letter makes no mention of the creation of the " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " webpage and**
- 2) Pourchot could produce no internal Kroger policy prohibiting employees creating Kroger webpages.**

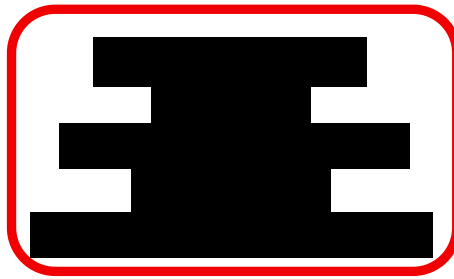
The fact that a picture of a horse's rear end was prominently displayed on the " <https://rich-pourchot.com> " webpage:

- 1) The ALJ sustained my Objection, citing the letter of termination, dated 11/26/24, stating "discourtesy towards customers" and "failure to follow instructions"; specifically, this letter makes no mention of the picture of a horse's rear end being prominently displayed on the " <https://rich-pourchot.com> " webpage and
- 2) The indefinite suspension occurred on 11/12/24 @ approx. 4:00pm; this webpage was not created until after 7:00pm on 11/12/24.

<https://youtu.be/O0hvVSGQn4s?si=H49jZL6dfBTIQEU8>

THANK YOU AMERICA AND ALL SHIPS AT SEA!

UNPAID VACATION HOURS



January 5, 2025

Tim Massa, SVP / Chief People Officer
THE KROGER COMPANY
1014 Vine Street
Cincinnati, OH 45202

via e-mail
tim.massa@kroger.com

Subject: Wage Claim Filed with the Illinois Department of Labor
re: Unpaid Vacation Hours Immediately Due and Payable

Mr. Massa:

Attached please find a copy of the subject "Wage Claim Filed with the Illinois Department of Labor re: Unpaid Vacation Hours Immediately Due and Payable". This Wage Claim is based on the following indisputable facts, dates and figures:

Relevant sections of Article 12 ("Vacation") of the "Agreement Between The Kroger Company and United Food and Commercial Workers Union Local 536 (of the) United Food and Commercial Workers International Union" ("Agreement") read in part:

- Section 12.1: All employees shall be entitled to a paid vacation on the following basis:
One (1) year of continuous employment = One (1) week
Two (2) years of continuous employment = Two (2) weeks
Eight (8) years on continuous employment = Three (3) weeks ...

My 1st day worked was November 18, 2019; my last day worked was November 12, 2024. Therefore, with my employment exceeding "*Two (2) years of continuous employment*" and adhering to Article 12 Section 12.1 of the Agreement as shown above, I am entitled to two (2) weeks of paid vacation.

- Section 12.2: Vacation pay shall be paid at the contract rate in effect at the time of the vacation.

The contract rate for an employee with 55-60 months of service (2nd Step?) will be, on or about January 1, 2025, \$16.35 / hour. Adhering to Article 12 Section 12.2 of the Agreement as shown above, I am entitled to pay for the vacation hours immediately due and payable at the then contract rate of \$16.35 / hour.

- Section 12.2: Vacation pay shall be computed as follows: If the eligibility date is the anniversary date, vacation hours shall be based on the total number of hours worked for the twelve (12) month period preceding the anniversary date, divided by 52. If the eligibility date is January 1, vacation hours shall be based on the total number of hours worked for the twelve (12) month period preceding December 1, divided by fifty-two (52). Vacation hours shall be computed on the basis of all hours paid for excluding only pay for unused sick and personal days of pay received under Workmen's Compensation.

My eligibility date was January 1 ... as shown in the "Vacation Audit" worksheet (based on the true and accurate reflection of my December 1, 2023 through November 30, 2024 work hours), attached hereto and made a part hereof as "Exhibit A", and adhering to Article 12 Section 12.2 of the Agreement as shown above, I am entitled to sixty eight (68) vacation hours immediately due and payable (1,762 [December 1, 2023 through November 30, 2024 work hours] ÷ 52 [weeks / year] = 34 [vacation hours earned] x 2 [2 years of continuous employment] = 68 vacation hours).

- Section 12.5: An employee who is discharged or quits, except discharge for dishonesty, after having worked six (6) months or more since their last anniversary date, shall receive a pro-rata vacation for each full month since their last anniversary date of employment.

I was not discharged due to dishonesty; furthermore,

- 1) **The Illinois Department of Unemployment Security, a branch of the Illinois state government, in its "UI Finding" letter dated November 18, 2024, attached hereto and made a part hereof as "Exhibit B", determined my date of discharge being my last day worked (November 12, 2024).**
- 2) **The Illinois Department of Unemployment Security, again, a branch of the Illinois state government, in its "Determination" letter dated December 9, 2024, attached hereto and made a part hereof as "Exhibit C", determined that I was " ... *not ineligible for benefits from 11/17/2024* (the 1st Sunday following the day last worked) *in regard to this issue.*"**
- 3) **My anniversary date is November 18 of any calendar year; as of November 12, 2024, my most current anniversary date of employment was November 18, 2023.**

Therefore, with my discharge date (November 12, 2024) being " ... *six (6) months of more since (my) last anniversary date* (November 18, 2023) ... " and in adherence with Article 12.5 of the Agreement as shown above, I am entitled to sixty eight (68) vacation hours immediately due and payable.

Thank you.



Tim Massa
January 5, 2025
Page three

cc: colleen.juergensen@kroger.com

brook.bolton@kroger.com

rich.pourchot@kroger.com

sue.cisco@stores.kroger.com

mparker@ufcwlocal536.com

STATE OF ILLINOIS)
COUNTY OF McLEAN)

CERTIFICATE OF SERVICE

I [REDACTED], Claimant, affirm, certify or on oath state that I served notice of the Wage Claim Complaint filed against **THE KROGER COMPANY** via **TIM MASSA, SVP /CHIEF PEOPLE OFFICER** of the said **THE KROGER COMPANY** by attaching a copy of the Wage Claim Complaint and any additional documentation and sending by electronic mail (e-mail) with a "read" confirmation this **5TH DAY OF JANUARY, 2025**.

(Signature)

[REDACTED]
(Printed Name)



Wage Claim 25-0000059

Illinois Department of Labor

160 N LaSalle ST STE C1300
Chicago, IL 60601-3114

Phone: (312) 793-2800 • <http://labor.illinois.gov>

Claimant

First Name

[REDACTED]

Middle Name

Last Name

[REDACTED]

Postal Address

[REDACTED]

Primary Phone

[REDACTED]

Secondary Phone

[REDACTED]

Primary Email

[REDACTED]

Employer

Business Name

KROGER

To the best of your knowledge, is your Employer based in Illinois?

No

Is the Employer still in business?

Yes

Industry

Retail

Business Owner(s)

Postal Address

1014 VINE ST
CINCINNATI, OH 45202-1141

Primary Phone

(513) 762-1235

Name of person in charge at your company / work site

Tim Massa

Job title / position of person in charge

SVP / Chief People Officer

Email address of person in charge

tim.massa@kroger.com

General Information

Starting date of employment with the Employer

11/18/2019

Are you still employed by the Employer?

No

Last day worked

11/12/2024

Your Job Title

Front End Cashier

Do/did you perform any part of your job outside of Illinois?

No

Rate of Pay

\$15.00 Per Hour

How often are/were you supposed to be paid?

Weekly

Do you have a written employment contract or agreement with your Employer?

No

Is your work subject to a union agreement or collective bargaining agreement?

Yes

If IDOL processes your claim, will you need an interpreter or translator to assist your communication with IDOL staff?

No

Language needed

Is or was the employment for which you are seeking compensation with State Government?

No

Is or was the employment for which you are seeking compensation with the Federal Government?

No

Unpaid Wages

Unauthorized Deductions

Are you seeking compensation for unpaid wages (that is, all money earned in connection with the employment, BUT NOT INCLUDING bonuses, commissions, vacation time, minimum wage, overtime or other amounts)? If you have a claim for minimum wage or overtime wages, you will also be asked to complete the next section.

No

Approximate total number of hours you worked during this time period

Total amount of unpaid wages you claim you are owed or amount you believe you were underpaid

Date for which you were not paid from

Are you seeking compensation for unauthorized deductions?

No

Total amount you are claiming was deducted from your compensation without authorization

Period for which unauthorized deductions were made from

Period for which unauthorized deductions were made to

Date for which you were not paid to

Comments

Approximate total amount you were actually paid (i.e., amount of money you actually received) during this time period

Vacation Pay

Bonus Pay

Are you seeking compensation for vacation pay?

Are you seeking compensation for bonus pay?

Yes

No

How much do you believe you are owed for vacation time accrued at the time of your separation?

How much do you believe you are owed for any bonus(es) you had earned at the time of your separation?

\$1112.00

Period for which vacation was earned from

Period for which bonus was earned from

1/1/2024

Period for which vacation was earned to

Period for which bonus was earned to

11/12/2024

Did your employer have a written policy explaining how vacation time was to be earned and/or paid out?

Did your employer provide you with a written policy, agreement, or other document that explained how bonuses were earned and/or paid out?

Yes

No

Comments

Comments

Please see pages 25 - 27 (Article 12 - Vacation) of the attached "Agreement Between The Kroger Company and United Food and Commercial Workers Union, Local 536 (of the) United Food and Commercial Workers International Union".

Commission Pay

Other Compensation

Are you seeking compensation for commission pay?

Are you seeking compensation for other types of compensation?

No

No

How much do you believe you are owed for any commission(s) you had earned at the time of your separation?

Other than wages, unauthorized deductions, vacation pay, bonus pay, and commission pay, what other amount do you believe you are owed?

Period for which commission was earned from

Period for which other compensation was earned from

Period for which commission was earned to

Period for which other compensation was earned to

Did your employer provide you with a written policy, agreement, or other document that explained how commissions were earned and/or paid out?

No

Comments

Please use the space below to explain why you believe you are owed this amount. (Maximum 300 characters)

Comments

TOTAL AMOUNT CLAIMED: \$1112.00

In lieu of a written signature, typing your name in the box below and clicking "Submit Claim and Certify", certifies the information you provided is accurate and truthful to the best of your knowledge.

X I agree to the above statement

Did someone assist you in filling out this form, or fill it out on your behalf?

No

Please provide the contact information of the individual who assisted you or filled out the form on your behalf.

First Name

Last Name

Postal Address

,

Phone

Email

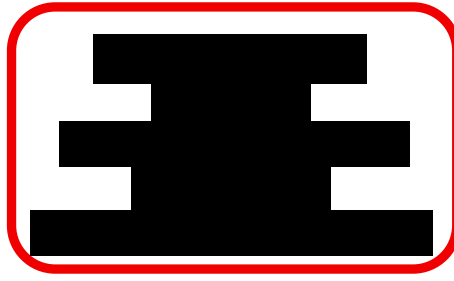
Relationship to you

May the IDOL contact the person who assisted you in connection with your claim?

No

Files uploaded with claim:

File Name	Type of Document
Kroger - Local 536 Contract.pdf	Union Agreement
Kroger - Local 536 Contract.pdf	Vacation Policy



January 19, 2025

Tim Massa, SVP / Chief People Officer
THE KROGER COMPANY
1014 Vine Street
Cincinnati, OH 45202

via e-mail
tim.massa@kroger.com

Subject: Partial Payment Received On January 15, 2025 re:
Wage Claim Filed With the Illinois Department of Labor
re: Unpaid Vacation Hours Immediately Due and Payable

Mr. Massa:

Thank you for the subject "Partial Payment (\$358.05) Received On January 15, 2025 re: Wage Claim Filed With the Illinois Department of Labor ("IDOL") re: Unpaid Vacation Hours Immediately Due and Payable". Please consider this letter my receipt of the same.

This letter to you, dated January 19, 2025, will be forwarded to the IDOL and Local 536 of the United Food and Commercial Workers International Union (and its related entities) to address the following non-compliance issues with the "Agreement Between The Kroger Company and United Food and Commercial Workers Union, Local 536 (of the) United Food and Commercial Workers International Union" ("Agreement"):

- The subject "Wage Claim Filed With the IDOL", filed on January 5, 2025, is claiming \$1,112.00 in vacation pay (68 hours) immediately due and payable ... yet the partial payment received on January 15, 2025 was for only \$358.05 (23.87 hours). This partial payment is in direct non-compliance with Article 12 ("Vacation") Section 12.1 and Section 12.2 of the Agreement as shown below.
- The hourly rate for my position, on or about January 15, 2025, is \$16.35 / hour ... yet the pay check stub for this January 15, 2025 \$358.05 partial payment reflects an hourly rate of only \$15.00 / hour. This reduced hourly pay rate is in direct non-compliance with Article 12 ("Vacation") Section 12.2 as shown below.
- Upon termination of my employment with Kroger, I find that I have 68 hours owing in accrued vacation pay (btw, I never took "day 1" of any vacation time during my 5-year Kroger tenure) ... yet Kroger is putting up a fuss in promptly and timely paying the full amount? Kroger has in excess of what ... 400,000 employees nationwide? Am I an isolated incident? Never happens to anyone anywhere else?

Tim Massa
January 19, 2025
Page Two

A copy of this letter will be sent to United Food and Commercial Workers International Union suggesting that a review be made on Kroger's policy and procedures compliance on hours owed to terminated employees ... and to the IDOL requesting a full and complete audit on the same.

Thank you.

[REDACTED]

cc: colleen.juergensen@kroger.com

brook.bolton@kroger.com

rich.pourchot@kroger.com

sue.cisco@stores.kroger.com

mparker@ufcwlocal536.com

From: [REDACTED]
Date: 3/17/2025 11:52:34 PM
Subject: REVISED ** 6 APPEALS FILED BY KROGER ... ** REVISED
To: rich.pourchot@kroger.com, Bolton, Brook A <brook.bolton@kroger.com>
Cc: tim.massa@kroger.com, colleen.juergensen@kroger.com, Cisco, Sue J
<sue.cisco@stores.kroger.com>, marlene.russell@stores.kroger.com, Marc Parker
<mparker@ufcwlocal536.org>

The following are the results of the 6 Appeals filed by Kroger (~~all filed within a 30-day time period!~~) of the 6 prior Illinois Department of Employment Security's ("IDES") **Determinations** and / or the 6 prior IDES Administrative Law Judges' (~~2 to date!~~) **Administration Law Judge's Decisions**:

<u>RM</u>	<u>KROGER</u>
5	4
prevails	prevail*

Date of Last Hearing: 02/26/25

~~"This matter was originally scheduled for hearing on 02/05/25. The claimant and the employer's representative appeared but the employer's witness did not appear. He was called three times on his personal number and once at his business number. The person who answered the telephone at the business indicated the witness was not available. (This was after the employer's witness, Kroger store manager Rich Pourchot, was given a heads-up the previous day [02/04/25] of the next day's [02/05/25] hearing.) The employer filed a timely re-hearing request. A hearing on the merits occurred."~~

* I did not object to the re-hearing as given above soooooo ... did Kroger actually prevail?
As they used to say on MNF, "You Make the Call!"

A re-cap of the **"Date of Last Hearing: 02/26/25"** will soon follow; this re-cap will discuss the probable untruths (possible felony perjury?) at length (may wait for receipt of transcripts of this 02/26/25 Hearing).

NOTE: Most paid e-mail applications have "return receipt" functions; a "return receipt" is an acknowledgment by the recipient's email client to the sender of receipt of an email message. It is a way for the sender to know that an email has been opened on the recipient's computer.

The following is directed to other parties this e-mail may be addressed to:

Pending receipt of the 02/26/26 IDES Hearing transcripts, the only other matter standing in the way of finalizing my glorious career @ Kroger is 2024 vacation pay that is immediately due and payable. As per Article 12 Section 12.1 of the "Agreement Between The Kroger Company and United Food and Commercial Workers Union, Local 536, (of the) United Food and Commercial Workers International Union": *"All employees shall be entitled to vacation pay on the following basis:*

One (1) year of continuous employment – One (1) week

Two (2) years of continuous employment – Two (2) weeks ...".

(It shouldn't take a rocket scientist to determine that, given my 5-years of continuous employment @ Kroger and adhering to the above Article 12 Section 12.1, I was due and owing two [2] weeks' vacation pay in the year of our Lord 2024.)

As shown in my letter of 01/05/25, the above non-vacation pay Complaint was filed with the Illinois Department of Labor on 01/05/25, as Claim # 25-0000059, in the amount of \$1,112.00 plus interest and penalties. (Most recent status of this Claim was via an e-mail dated 03/03/25: *"The claim is awaiting assignment to a Specialist. Due to staffing shortages, we are still in the process of assigning claims that were filed in August 2024. It is taking 6 months for claims to be assigned after they are filed. When this claim is assigned, our staff will send you an email to let you know. **Wage Claims Section - Fair Labor Standards Division**"*)

FYI: Notwithstanding the above Complaint, my most recent filing with the Illinois Department of Labor was on 05/02/19, as Claim #19-001261, in the amount of \$701.50 plus interest and penalties. **The total payout of this claim, including interest and penalties, was \$1,383.83 – better than money market / C.D. returns!**

Thank you.



<https://kroger-on-oakland-in-bloomington-illinois-review.com>

* updates coming soon to a town just like yours! *

INCORRECT TIME INPUT /

INCORRECT PAYCHECK AMOUNT

820 ILCS 115/4:

All wages earned by any employee during a weekly pay period shall be paid **not later than 7 days after the end of the weekly pay period** in which the wages were earned.

From: [REDACTED]
Date: October 20, 2021 at 11:23:26 PM CDT
To: becky.[REDACTED]@stores.kroger.com
Subject: Hours Worked

Becky:

I'm being shown as having worked, as of COB tonight, 9.50 hours when I've worked, again as of COB tonight, 12.0 hours ... ?

* sent from my iPhone device *

From: [REDACTED]
Date: 10/21/2021 1:45:36 AM
Subject: Hours Worked
To: becky.[REDACTED]@stores.kroger.com

specifically, 3:30pm 'til 11:15pm this past Sunday (10/17/21) and 7:00pm 'til 11:15pm yesterday (10/20/21) ... a little help please?

Thank you.

* sent from my iPhone device *

From: [REDACTED]
Date: 10/27/2022 9:31:29 AM
Subject: * Not Paid For the Called-In Hours Once Again *
To: sue.cisco@stores.kroger.com
Cc: rich.pourchot@stores.kroger.com, rick.koch@stores.kroger.com

Sue:

As the Subject line indicates, I again was not paid for my working this past Saturday 10/22/22 (called-in hours no less!) ...

* sent from my iPhone device *

From: [REDACTED]
Date: January 22, 2023 at 9:30:40 PM CST
To: sue.cisco@stores.kroger.com
Subject: 01/21/23 Hours Worked

Sue:

The Kroger online time card system will not allow me to edit (input) hours worked yesterday (01/21/23), specifically hours worked from 5:00pm to 10:30pm ... any help in this matter will be greatly appreciated

Thank you.

* sent from my iPhone device *

On Jan 24, 2023, at 9:12 AM, sue.cisco@stores.kroger.com wrote:

The time has now been added to your time card.

From: [REDACTED]
Date: 1/26/2023 8:50:23 AM
Subject: 01/21/23 Hours Worked
To: sue.cisco@stores.kroger.com

Sue:

FYI: The 5.5 hours worked this past Saturday (01/21/23) – that are the subject of this e-mail chain – were not included in today's (01/26/23) 'paycheck' ... thank you.

* sent from my iPhone device *

From: [REDACTED]
Date: 5/11/2023 1:09:33 PM
Subject: 05/11/23 Payslip
To: sue.cisco@stores.kroger.com

Sue:

On today's (05/11/23) payslip, it appears that I was paid for Sunday's (04/30/23) 5.5 hours worked but not for Saturday's (05/06/23) 3.5 hours worked ...

Thank you.

* sent from my iPhone device *

On May 12, 2023, at 12:20 PM, sue.cisco@stores.kroger.com wrote:

I will check with the payroll clerk to make sure your hours are correct.

From: [REDACTED]
Date: 7/26/2023 8:03:01 PM
Subject: Pay Period Ending 07/22/23
To: sue.cisco@stores.kroger.com

Sue:

My pay, for the period ending 07/22/23, was again shorted for the # of hours worked ... this time for the 5.5 hours on 07/22/23.

As you recall, on Sunday 07/23/23, I requested a stickee so I could post these 5.5 hours where that clipboard (for time corrections) used to hang ... well, this stickee was posted and my pay was not adjusted.

Thank you.

* sent from my iPhone device *

From: [REDACTED]
Date: 3/2/2024 1:36:41 AM
Subject: Incorrect "Daily Total" for 02/29/24
To: rich.pourchot@stores.kroger.com
Cc: rick.koch@stores.kroger.com

Rich:

In reviewing the "My Timecard" section of the UKG Dimensions (Kroger) payroll app, I find an incorrect "Daily Total" (hours) time approved for 02/29/24; specifically, an incorrect time of 3.5 hours was approved (maybe cuz I was scheduled for 3.5 hours that day?) rather than the 6.5 hours I worked / input for approval.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 3/2/2024 6:32:25 AM
Subject: Fwd: Incorrect "Daily Total" for 02/29/24
To: angela.[REDACTED]@stores.kroger.com

Begin forwarded message:

From: [REDACTED]
Date: March 2, 2024 at 1:36:55 AM CST
To: rich.pourchot@stores.kroger.com
Cc: rick.koch@stores.kroger.com
Subject: Incorrect "Daily Total" for 02/29/24

Rich:

In reviewing the "My Timecard" section of the UKG Dimensions (Kroger) payroll app, I find an incorrect "Daily Total" (hours) time approved for 02/29/24; specifically, an incorrect time of 3.5 hours was approved (maybe cuz I was scheduled for 3.5 hours that day?) rather than the 6.5 hours I worked / input for approval.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 3/3/2024 8:30:15 AM
Subject: Re: Incorrect "Daily Total" for 02/29/24
To: rich.pourchot@stores.kroger.com
Cc: rick.koch@stores.kroger.com

Rich:

The "Daily Total" 3.5 hours approved for 02/29/24 has not been corrected as yet; the approved hours for 02/29/24 should be 6.5 hours.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 3/3/2024 8:32:44 AM
Subject: Incorrect "Daily Total" for 02/29/24
To: benjamin.[REDACTED]@stores.kroger.com

Begin forwarded message:

From: [REDACTED]
Date: March 3, 2024 at 8:30:17 AM CST
To: rich.pourchot@stores.kroger.com
Cc: rick.koch@stores.kroger.com
Subject: Re: Incorrect "Daily Total" for 02/29/24

Rich:

The "Daily Total" 3.5 hours approved for 02/29/24 has not been corrected as yet; the approved hours for 02/29/24 should be 6.5 hours.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 3/8/2024 2:32:26 AM
Subject: Incorrect "Daily Total" for 02/29/24
To: rich.pourchot@stores.kroger.com, rich.pourchot@kroger.com
Cc: rick.koch@stores.kroger.com

Rich:

My most recent paycheck, for the period ending 03/02/24 (payday on 03/07/24), shows my compensation being calculated @ 29.5 hours rather than, as shown in the e-mails below, the correct 32.5 hours ... please confirm these "missing" 3 hours will be additionally included in my next paycheck for the period ending 03/09/24 (payday on 03/14/24).

Thank you.

[REDACTED]

From: [REDACTED]
Date: 3/15/2024 1:53:08 PM
Subject: Re: Incorrect "Daily Total" for 02/29/24
To: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com
Cc: rick.koch@stores.kroger.com

Rich:

Following Rick's (Rick Koch, Ass't Manager @ Kroger, 2507 E. Oakland Avenue, Bloomington, IL 61701) suggestion, the below e-mail was taped to the outside door of Ben's (Benjamin [REDACTED], "Timekeeper" @ the same Kroger as written above) office door this past Saturday (March 9, 2024) seeking payment of the 02/29/24 3 hours worked / not paid ... as requested below, these "missing" 3 hours were not additionally included in my most recent paycheck for the period ending 03/09/24 (payday on 03/14/24). Please confirm these 3 hours will be additionally included in my next paycheck for the period ending 03/16/24 (payday on 03/21/24).

Thank you.

[REDACTED]

From: [REDACTED]
Date: 7/7/2024 1:04:55 PM
Subject: Independence Day Holiday Pay
To: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com
Cc: Cisco, Sue J <sue.cisco@stores.kroger.com>

Rich:

There appears to be an incorrect posting in "My Timecard" input (as it appears in Kroger's UKG Dimensions app) for the pay period ending July 6, 2024; specifically the Independence Day (July 4, 2024) holiday pay (I'm shown being paid 4.00 hours rather than the correct 8.00 hours).

The basis for my above statement is as follows: from January 1, 2024 through May 25, 2024, I was a full time employee averaging 32.5 hours / week; on June 6, 2024, I requested my reduced hours (reduced to 19.50 / week effective May 26, 2024) be restored (actually increased) to 35 hours / week; this restoration of hours was approved on July 5, 2024. Based on these facts, I believe I'm due 8.00 hours holiday pay for Independence Day (July 4, 2024) to be included in the pay period ending July 6, 2024.

Thank you.

[REDACTED]

[REDACTED]

INDEFINITE SUSPENSION,

GRIEVANCE

and

TERMINATION

From: Marc Parker <mparker@ufcwlocal536.org>
Date: 11/13/2024 3:50:14 PM
Subject: Indefinite Suspension
To: [REDACTED]

[REDACTED],

I was informed that you were indefinitely suspended from employment. Could you please call the Union office at 309-686-0304? I would like to discuss and ask questions regarding this indefinite suspension, so that I can accurately represent in you this matter. If do not wish to protest this matter, please let me know.

I currently have a meeting scheduled tomorrow at 9:00 am but should be free around 11:00 am to discuss this matter.

Thanks,

Marc Parker
UFCW Local 536 – President
101 Grant Rd.
Marquette Heights, IL 61554
309- 686-0304

From: Marc Parker <mparker@ufcwlocal536.org>
Date: 11/14/2024 3:21:04 PM
Subject: Grievance and CAR
To: [REDACTED]

[REDACTED],

Please see the attached grievance that UFCW Local 536 has filed on your behalf and the C.A.R. that was provided to the Union.

Thanks,

Marc Parker
UFCW Local 536 – President
101 Grant Rd.
Marquette Heights, IL 61554
309- 686-0304



101 Grant Road • Marquette Heights, Illinois 61554

Phone: 309.686.0304 • Fax: 309.686.1725

Toll Free: 800.832.9536 • Email: ufcw536@mtco.com

November 14, 2024

Brook Bolton
The Kroger Company
5960 Castleway West Drive
Indianapolis, IN 42650

Re: [REDACTED] – Indefinite Suspension- Store 943

Dear Mr. Bolton:

United Food and Commercial Workers Local 536 hereby protests the following. On or about November 12, 2024, the above captioned employee was indefinitely suspended for alleged discourtesy and failure to follow instructions. It is our information that the above allegations are inaccurate. We maintain that disciplinary action lacks just cause. We further seek reinstatement with back pay for all lost wages and any other compensable benefits denied due to this indefinite suspension.

Could you please advise the Union of available dates and times to meet with the grievant and myself so that we may present all facts concerning this indefinite suspension.

If you have any questions regarding this grievance, please contact me.

Sincerely,

[REDACTED]
Marc Parker
President

From: Marc Parker <mparker@ufcwlocal536.org>
Date: 11/18/2024 8:12:40 AM
Subject: Kroger Grievance meeting
To: [REDACTED] [REDACTED]

[REDACTED],

Kroger's has proposed meeting tomorrow November 19, 2024, at 2:00 PM at the Store 943. Are you available to meet at this proposed time and date?

Thanks,

Marc Parker
UFCW Local 536 – President
101 Grant Rd.
Marquette Heights, IL 61554
309- 686-0304

From: [REDACTED] [REDACTED]
Date: 11/18/2024 11:36:51 AM
Subject: Re: Kroger Grievance meeting
To: Marc Parker <mparker@ufcwlocal536.org>

Mr. Parker:

Thank you for your below "heads up" e-mail.

Yes, I am available - and will attend - tomorrow's (11/19/24) Kroger grievance meeting scheduled @ 2:00pm @ store #943.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 11/22/2024 12:00:27 AM
Subject: 11/19/24 Grievance Meeting
To: Bolton, Brook A brook.bolton@kroger.com
Cc: rich.pourchot@kroger.com, Cisco, Sue J <sue.cisco@stores.kroger.com>, Marc Parker <mparker@ufcwlocal536.org>

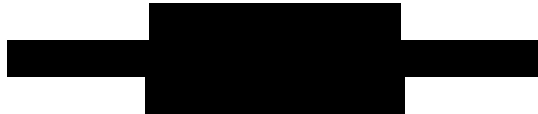
Mr. Bolton:

The most memorable events @ my grievance meeting held on 11/19/24 @ 2:00PM @ Kroger store #943 are as follows:

- It became painfully aware that you did not review the majority of my e-mails ... you were asked why ... you answered: 1) you don't review e-mails sent by Indefinitely Suspended employees (huh?); after you were advised that my e-mails were sent prior to my being indefinitely suspended, you then stated you don't have time to review e-mails sent by hourly employees (double huh?!).
- You might have come better prepared for this grievance meeting had you reviewed the majority of my e-mails sent prior to being indefinitely suspended?
- After repeatedly being requested to stop, you continually raised issues not covered in the 11/12/24 "Constructive Advice Record" ("CAR") (as you are well aware, information found on this CAR - and only information found on this CAR - can be used to prove / disprove my being justly / unjustly indefinitely suspended); specifically and just to name few: 1) my digital communications (AI: "When it comes to social media use, employers generally have more control over how their employees use social media during work hours, including limiting access on company devices, while employees have more freedom to use personal social media accounts on their own time."), 2) a complaint, hand written in 03/24 on notebook paper by a then 17(?) year old **JUSTIN REINITZ**, Bagger (and taped on or about the register lane) fussing that I refused to do ID checks @ the register (A - this was the 1st time [@ the 11/19/24 grievance meeting] that I ever heard of - or saw - this 03/24 hand written complaint) and B - you know of course, and it's Kroger store #943 policy, that my ID check responsibilities - well, prior to my U-Scan area restrictions that is - are secondarily to the front office's ID check responsibilities being primary?) and 3) your questioning my placing masking tape on the store's floor designating the U-Scan area borders ... again, you continually raised issues not covered in the 11/12/24 "Constructive Advice Record" after being repeatedly requested to stop.
- You mentioned that you are responsible for / have under your jurisdiction some 3,000 Kroger employees ... and that you are the sole arbiter in employee disciplinary matters. **How then can impartiality be expected when you are the judge, jury and executioner?** (* see bullet point #2 as written above *)
- You ended this meeting by saying that if you agreed to my coming back (* see bullet point #4 as written above *), this would be my "final opportunity", that there would be "no further grievances" allowed ... not only did you not consider **due process** (AI: "Due process in the workplace is a set of procedures that ensure employees are treated fairly and have a chance to respond to allegation or disciplinary actions.") but you failed to take into consideration this "final opportunity / no further grievances" employment status is not provided for in the "Agreement Between The Kroger Company and United Food and Commercial Workers Union, Local 536 (of the) United Food and Commercial Workers International Union".

As an aside, the Facebook page is now operational (under "K Roger Kroger"), as least I think it is as this is my 1st foray into that other world we call "Facebook". (This is addition to the " <https://kroger-on-oakland-in-bloomington-illinois-review.com> " website.) Submitting reviews on rating services like "Yelp", "Google Business" and "Glassdoor" are the next projects on the horizon.

Thank you.



cc: Tim Massa
SVP & Chief People Officer
THE KROGER CO.
1014 Vine Street
Cincinnati, OH 45202

Colleen Juergensen
President / Central Division
THE KROGER CO.
5960 Castleway West Drive
Indianapolis, IN 46250

**BOTH SENT VIA
U.S. PRIORITY MAIL**

From: Marc Parker mparker@ufcwlocal536.org
Date: 12/3/2024 10:42:34 AM
Subject: RE: Kroger Grievance meeting
To: [REDACTED] [REDACTED]

[REDACTED],

Please see the attached letter that I received from the Kroger Company. I apologize for the delay as I was on vacation last week. To sum up the letter, Kroger has converted the indefinite suspension to a termination.

The next step in the grievance procedure is to send you a letter to attend a meeting with the Local Union's Executive Board. This Board decides what grievances are forwarded to our Attorney's to file for arbitration.

Thanks,

Marc Parker
UFCW Local 536 – President
101 Grant Rd.
Marquette Heights, IL 61554
309- 686-0304

November 26, 2024

Mr. Marc Parker
Local 536
101 Grant Road
Marquette Heights, IL 61554

**Subject: Grievance dated November 14, 2024, Filed on Behalf of [REDACTED]
EUID RM59644 / Person# 3236618 @ J-943 – Indefinite Suspension**

Dear Mr. Parker:

Pursuant to our obligations under the Collective Bargaining Agreement, please find below the Company's position regarding the above referenced grievance.

On or about November 12, 2024, [REDACTED] was indefinitely suspended for Discourtesy towards customers and Failure to Follow Instructions. This is the correct step of discipline and was given with just cause. This is a direct violation of company policy and cannot be tolerated.

The grievance is, therefore, respectfully denied.

The indefinite suspension is converted to termination.

The Company considers this matter resolved.

Sincerely,

A handwritten signature in black ink that reads "Brook Bolton" followed by a stylized monogram or initials.

Brook Bolton
District 6/9 Human Resource Leader

cc: S. Fair
A. Hall
R. Shannon
District 9 Manager
Unit Manager J-943

REVISED AVAILABILITY

(or Conflict of Interest?)

From: [REDACTED]
Date: 6/6/2024 6:11:22 PM
Subject: Revised Long Term Availability
To: marlene.russell@stores.kroger.com
Cc: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com, sue.cisco@stores.kroger.com

Marlene:

"What we've got here ... is a failure to communicate." Prison Captain (Strother Martin) to prisoner Luke Jackson (Paul Newman) in "Cool Hand Luke" (1967).

On my 6th day of employment (the previous 5 days were spent in classroom training), I was tested, not trained, in driving - forward and backward - a 42 foot long delivery truck through 6 cones spaced 13 feet apart (I'm guessing that FedEx assumed that my employment with Hogan Trucking gave me this needed knowledge / experience; I assumed that I'd be driving one of its delivery vans - hence *"What we've got here ... is a failure to communicate."*). Of course, I failed this driving test soooooooo ...

I have submitted my revised Long Term Availability schedule (via the Kroger UKG Dimensions app) - starting Sunday, June 23, 2024 - as follows:

Sun 3:30pm - 10:30pm
Mon 3:30pm - 10:30pm
Tue -
Wed -
Thu 3:30pm - 10:30pm
Fri 3:30pm - 10:30pm
Sat 3:30pm - 10:30pm.

Thank you.

[REDACTED]

From: [REDACTED]
Sent: Thursday, June 20, 2024 11:57 PM
To: rich.pourchot@kroger.com; rich.pourchot@stores.kroger.com
Cc: pat.mcnall@kroger.com; sue.cisco@stores.kroger.com; kknott@ufcwlocal536.org; [REDACTED]; marlene.russell@stores.kroger.com
Subject: Re: Revised Long Term Availability

Rich:

- My Revised Long Term Availability ("Claim") was submitted - via the Kroger UKG Dimensions app - on June 6, 2024; this Claim was additionally sent - as shown in the below June 6, 2024 e-mail - to Front End Supervisor Marlene Russell (cc'd to you and Assistant Manager Sue Cisco) (this June 6, 2024 date ensured sufficient time to have my Claim be reflective in the Sunday, June 23, 2024, Kroger work schedule) and
- "My Schedule", as shown in the "My Calendar" page of the Sunday, June 23, 2024, Kroger work schedule (as per today's [June 20, 2024] Kroger UKG Dimensions app), does not reflect my Claim (it reflects the old Saturday, Sunday and Monday schedule rather than the claimed Thursday, Friday, Saturday, Sunday and Monday schedule).

The following information is being sent you as pursuant to the contractual provisions in the "Agreement Between the Kroger Company and United Food and Commercial Workers Union, Local 536 United Food and Commercial Workers International Union", effective June 27, 2021 ("Agreement"):

Section 9.13(a): " ... *Employees on the payroll after December 31, 2012, with three (3) or more years on continuous service (I'm what - just months short of 5 years service?) shall be eligible to claim available hours up to and including forty (40) hours per week in a regular workweek ...* "

Section 9.13(c): "*An employee shall not be required to make the same available hours claim after three (3) successive weeks. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.*"

- **please consider this to be my second (2nd) successive week of the same available hours claim** -

Section 9.13(f): "*Employees who at any time have voluntarily limited their availability for number of total hours of work may thereafter claim additional available hours ...* "

Section 9.13(h): "*The weekly claiming provision of the Article is applicable only to employees hired after December 31, 2012, with three (3) or more years of continuous service.*" (as written above, "I'm ... just months short of 5 years service?")

- and most important -

Section 9.21: "*The Employer will recognize seniority by department in scheduling employees for their continuing preferential shift selection provided that qualified and experienced employees are on duty at all times to serve the customer.*" ... I have at least 2x the amount of seniority (is that grammatically correct?) of any associate working my preferential shift.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 6/23/2024 1:12:54 PM
Subject: RE: Revised Long Term Availability
To: pat.mcnall@kroger.com

Mr. McNall:

I had the opportunity to discuss the above-referenced "Revised Long Term Availability" ("Revised Availability") (as shown in my below June 6, 2024 e-mail) with "Kroger on Oakland" (store #943) manager Rich Pourchot ("Pourchot") yesterday (June 22, 2024) afternoon ... Pourchot advised me that this Revised Availability request could not be granted as per terms of the "6 Month Rule"; that is, a change in availability could only be approved once every 6 months. Having never heard of this "6 Month Rule" before, I think the following issues need to be addressed:

- Please confirm that this "6 Month Rule" is in effect / where this "6 Month Rule" can be found (an exhaustive Kroger internet search could find no record of this "6 Month Rule");
- If this "6 Month Rule" is, in fact, in existence, perhaps it should be repealed / canceled (modified?) given the fact of the almost universal shortage of qualified Front End staff?;
- The May 9, 2024 Revised Availability request (from Thursday, Friday, Saturday, Sunday and Monday - to - Saturday, Sunday and Monday) did not go into effect until the week beginning Sunday, May 26, 2024; the June 6, 2024 Revised Availability request (from Saturday, Sunday and Monday - to - Thursday, Friday, Saturday, Sunday and Monday) was expected to go into effect today (Sunday, June 23, 2024);
- The June 6, 2024 Revised Availability request effectively asks that my Thursday and Friday night shifts be restored;
- I can count the fingers on 1 hand the number of times I've submitted a Revised Availability request in my almost 5 years of Kroger employment (as an aside, I can also count the fingers on 1 hand the number of times I've called off in my almost 5 years of Kroger employment);
- As you know, "Change Availability" requests should be submitted using the Kroger UKG Dimensions app; there is no "6 Month Rule" citation (again, and as written above, "a change in availability could only be approved once every 6 months) using the Kroger UKG Dimensions app and
- One would hope Pourchot is not using this "6 Month Rule" as retaliation of my concern as it relates to him being non-compliant with "The Kroger Co. Policy of Business Ethics" ("*... working in the same department or area (Front End) of the company with a relative or someone with whom you have a romantic relationship (Front End Supervisor Russell and Front End Cashier Grubbs) where day-to-day business operations or responsibilities could be perceived to be influenced by that relationship.*" ... if found to be retaliatory in nature, whistleblower rights and protections may apply.

At your earliest possible convenience, please address the issues as written above as there's still time to be added to this week's schedule covering Thursday and Friday.

Thank you.

[REDACTED]

From: [REDACTED]

Date: 4/29/2024 1:58:13 PM

Subject: Conflicts of Interest

To: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com

Cc: pat.mcnall@kroger.com, rick.koch@stores.kroger.com, sue.cisco@stores.kroger.com, marlene.russell@stores.kroger.com

Rich:

"The Conflicts of Interest" section (page 5) of "The Kroger Co. Policy on Business Ethics" (last revised July 27, 2023) reads in part:

"Associates should avoid situations in which there is, or may seem to be, a conflict between the personal interests of the associate and the interests of the company. The term 'conflict of interest' describes any circumstance that could cast doubt upon an associate's ability to act with total objectivity regarding the company's interests."

While it is impossible to anticipate every potential conflict, here are a few examples: ...

- working in the same department or area of the company with a relative or someone with whom you have a romantic relationship where day-to-day business operations or responsibilities could be perceived to be influenced by that relationship."*

At your earliest possible convenience, please explain how the long standing romantic cohabiting relationship between Front End Supervisor ("FES") Marlene Russell ("Russell") and Front End Cashier James Grubbs ("Grubbs") (Grubbs also occasionally acts in the FES role) does not apply to the above " ... working in the same department or area of the company with a relative or someone with whom you have a romantic relationship where day-to-day business operations or responsibilities could be perceived to be influenced by that relationship."

As I recall, a recently viewed Kroger training video also addresses this very same issue with three (3) criteria discussed: can the senior member of this long standing romantic cohabiting relationship (Russell) affect: 1) the other party's (Grubbs) employment schedule (YES), 2) the other party's employment reviews (including disciplinary actions) (YES) and 3) the other party's employment compensation (YES [notwithstanding the contractual rate, there is an increase in pay when acting in the FES role]).

Thank you.

[REDACTED]

From: [REDACTED]
Date: 5/27/2024 7:24:21 PM
Subject: Conflicts of Interest
To: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com
Cc: pat.mcnall@kroger.com, sue.cisco@stores.kroger.com, marlene.russell@stores.kroger.com

Rich:

Please respond to the below e-mail dated 04/29/24. (As you recall, Grubbs and his long standing romantic cohabitating partner Russell work "in the same department or area" in direct conflict of "The Kroger Co. Policy of Business Ethics" / Russell recently "promoted" Grubbs to a FES position.)

Add'l'y, and as a continuation of this 04/29/24 e-mail, please explain how Grubbs can perform 'Observation' duties on other Associates when certain memberS of this store's Mgmt have stated - on more than one occasion - that Grubbs is out of his league / in over his head in any supervisory role. (Hadh't Grubbs recently resigned this FES position to due numerous Associate complaints?) Isn't this another example of the tail wagging the dog?

Thank you.

* sent from my iPhone device *

DISAGREEMENTS WITH
FRONT END SUPERVISOR RUSSELL ...

MINOR OR MAJOR?

AS THEY USED TO SAY ON "MNF" ...

YOU MAKE THE CALL!

* Please note that the following are just a few examples
taken from my personal collection ...
additional examples are available upon request. *

From: [REDACTED]
Date: 11/6/2023 9:37:53 PM
Subject: Issues Requiring Clarification
To: rich.pourchot@stores.kroger.com, rick.koch@stores.kroger.com,
marlene.russell@stores.kroger.com
Cc: ufcw536@mtco.com, [REDACTED]

Rich:

At your earliest possible convenience, please provide clarification to the following issues:

...

- 2) Please detail the authorization needed to speak with a customer. Within the last couple of weeks, I had the opportunity to discuss a potential "situation" (specifically, his interactions with a Kroger associate) with a regular shopper (who I became friendly with over time) in a "between us two girls" conversation. To make a long story short, he denied any inappropriateness but agreed that it would be best for all parties involved that he limit his paying via the self-check out lanes (which, after have this "two girls" conversation he did exactly that; that is, paid via self-check lanes). Over this past weekend (Friday, November 3, 2023 through Sunday, November 5, 2023), I directly witnessed a Front End Team Member (Russell) literally berate this customer for his alleged inappropriateness with this Kroger associate ... when told that the matter has already been discussed, this Front End Team Member (Russell) advised me that I had no authority to speak with this customer.
- 3) The same Front End Team Member (Russell) as described in #2 above, after advising me that I had no authority to speak with this customer, further stated – **out loud and for the world to hear!** – that "Rich is thinking of banning him (from shopping @ Kroger)!" This customer is extremely appreciative in my giving him a lil heads up; he is not, to say the least, thankful for being publicly embarrassed / humiliated.

Thank you.

[REDACTED]

From: [REDACTED]

Date: 11/13/2023 7:48:15 AM

Subject:

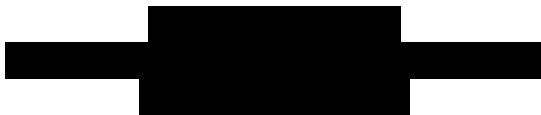
To: rich.pourchot@stores.kroger.com, rick.koch@stores.kroger.com,
marlene.russell@stores.kroger.com

Cc: ufcw536@mtco.com, [REDACTED]

APPLICABLE TERMS AND CONDITIONS:

Section 6.1 of the "Agreement Between The Kroger Company ("Company") and United Food and Commercial Workers Union Local 536 ("Local 536"), chartered by the United Food and Commercial Workers International Union", effective June 27, 2021 through June 29, 2024, provides that *"The Union agrees to uphold the rules and regulations of the Employer in regards 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."*

- 1) At approximately 8:00pm on the night of November 12, 2023, Front End Supervisor Marlene Russell ("FES Russell") threw at me – **not tossed, not chucked but literally threw at me** – the two (2) grocery items as shown on attachment #1 (Kroger [REDACTED] e Brian [REDACTED] was a witness to this incident) ...



From: [REDACTED]
Date: 3/11/2024 8:13:02 PM
Subject: Marlene Russell
To: rich.pourchot@stores.kroger.com, rich.pourchot@kroger.com
Cc: rick.koch@stores.kroger.com, sue.cisco@stores.kroger.com

What kind of supervisor would say **out loud for the world to hear** that she'll "be glad when you (I) don't work here anymore" and that "management would also be glad when you (I) don't work here anymore" and that she's "gonna call the police if I don't leave her alone? **wtf?**

* sent from my iPhone device *

From: [REDACTED]
Date: 4/21/2024 1:33:22 PM
Subject: Front End Supervisor Marlene Russell
To: sue.cisco@stores.kroger.com
Cc: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com, rick.koch@stores.kroger.com, marlene.russell@stores.kroger.com, [REDACTED]

Sue:

As per our conversation of the afternoon of Saturday, April 20, 2024:

- 1) A customer was helping me find her not-often-asked-for cigarettes of choice;
- 2) Front End Supervisor Marlene Russell ("Russell") Russell was behind the Service Desk; I was in front of the cigarette cases (about half the distance in the store from the Service Desk?);
- 3) Russell again shouted at me – in a mode and manner exactly the same as reported in #2 of the below 11/13/23 e-mail; specifically, **in a tone / level for the world to hear** (i.e. Kroger customers and other Kroger associates) that "CUSTOMERS ARE NOT ALLOWED BACK THERE!" (it was later reported that customers in the farthest northwest corner of the store [produce section] heard the above shouted "CUSTOMERS ARE NOT ALLOWED BACK THERE!") quite plainly;
- 4) There was no need to embarrass the customer as she was as there was absolutely no security risk as Lane 8 was closed / secured and
- 5) After waiting for the Service Desk to be cleared of all Kroger customers and other Kroger associates, I asked Russell – quietly and without fanfare – to not shout at me again ... she responded that she " ... wanted to make sure (I) heard her."

Thank you.

[REDACTED]

From: Randy McKle [REDACTED]
Sent: Sunday, April 28, 2024 10:08 AM
To: kknott@ufcwlocal536.org; [REDACTED]
Cc: pat.mcnall@kroger.com; rich.pourchot@kroger.com; rich.pourchot@stores.kroger.com;
rick.koch@stores.kroger.com; sue.cisco@stores.kroger.com
Subject: Front End Supervisor Marlene Russell

Ms. Knott:

One (1) question if I may:

At the end of a minor dispute last night, Front End Supervisor Marlene Russell ("Russell") told me, again in a mode and manner very similar as reported in the below e-mails of 04/21/24 and 11/13/23, **in a tone / level for the world to hear** (specifically, Kroger customers and other Kroger associates), that she's " ... **had it with me and was going to write me CAR (Constructive Advice Report)**" – herein where the question lies: If in fact Russell has the authority to write another employee (another union member?) up via a CAR, to whom then would this CAR be challenged? Protested? Grieved?

As per your below e-mail of 11/13/23, " ... this is a member vs member issue. I legally represent both you and Ms. Russell. A grievance against another member is not legally allowed as I am not allowed to advocate discipline for another member. Your issue is a management issue ... ". As previously discussed – and per the "Agreement Between the Kroger Company and United Food and Commercial Workers Union, Local 536 United Food and Commercial Workers International Union" (effective June 27, 2021 through June 29, 2024) – the only non-union members of this Kroger store is the one (1) manager and two (2) assistant managers ... does this mean that a CAR written by a "union member" would then need to be challenged / protested / grieved to the "non-union" store manager? A bit awkward I'm sure you'll agree.

Thank you.

[REDACTED]

From: [REDACTED]
Date: 4/30/2024 2:20:35 PM
Subject: RE: Front End Supervisor Marlene Russell
To: rich.pourchot@kroger.com, rich.pourchot@stores.kroger.com, rick.koch@stores.kroger.com, sue.cisco@stores.kroger.com>
Cc: pat.mcnall@kroger.com, [REDACTED], marlene.russell@stores.kroger.com

For your review ...

From: Kristi Knott <kknott@ufcwlocal536.org>
Date: 4/30/2024 8:46:48 AM
Subject: RE: Front End Supervisor Marlene Russell
To: [REDACTED]

No union member has the ability to write up another union member (i.e. S.I.R. and/or C.A.R.) If she, in fact, attempts to do such, please notify me. I'll send an email to management reminding them that a member writing a member up is not allowed.

Thank You,

Kristi M. Knott
Secretary Treasurer
UFCW Local 536

101 Grant Rd.
Marquette Heights, IL 61554

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kknott@ufcwlocal536.org