

R14-43-29

AGREEMENT

This agreement, mutually entered into this 16th day of November, 1942, by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the American Federation of Labor, through their authorized agent, Local No. 655, of St. Louis, Missouri, on behalf of their members now in the employ or hereinafter employed by the said Kroger Grocery and Baking Company in all its warehouses within the City of St. Louis, Missouri, and vicinity, as party of the first part, hereinafter referred to as the Union, and the KROGER GROCERY AND BAKING COMPANY, as party of the second part, hereinafter referred to as the Company.

WITNESSETH:

That the parties hereto have mutually agreed that the following rules shall govern all matters included therein.

RULE 1.

That forty (40) hours shall constitute a maximum work week, payable on a straight hourly basis.

Forty (40) hours shall constitute a minimum work week for regular full time employees.

Eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work.

Overtime shall be paid for time worked in excess of forty (40) hours at the rate of time and one-half. Should employees on a six day shift work in excess of eight (8) hours any one day, such excess time shall be considered as overtime and to be paid for at the rate of time and one-half and is not to be considered in computing the work week hours. Should employees working on a five (5) day shift work in excess of nine (9) hours in any one day, such excess time shall be considered as over-time and to be paid for at the rate of time and one-half and is not to be considered in computing the work week hours.

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RULE 2.

All employees shall be assigned a day of rest each week to fall on Saturday or Sunday.

RULE 3.

Work performed on Sunday and the following legal holidays, namely: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Armistice Day, if generally observed in Saint Louis, shall be paid for at the rate of time and one-half. Should any of the foregoing holidays fall on Sunday, the day observed by the State or Nation, or by Proclamation, shall be considered as the Holiday for the purposes of this rule.

All regular employees shall receive eight (8) hours pay for any of the above named holidays in addition to the hours worked during the week in which they occur. Crews starting to work at three (3) o'clock P. M. to twelve o'clock midnight inclusive, shall be considered Night Crews and the Sunday or Holiday time of such employees shall be allowed for the time immediately preceding the regular Sunday or Holiday.

RULE 4.

All employees covered by this contract working at the time this contract is signed must attain full membership in Local No. 655 within thirty (30) days and remain members in good standing for the duration of their employment.

All new employees must obtain a permit card immediately upon beginning to work and must become full members of Local No. 655 within thirty (30) days from employment date and remain members in good standing for the duration of their employment.

RULE 5.

Starting time shall not be changed without twenty-four (24) hours or more notice to each employee affected by such change. Any change in starting time in excess of two (2) hours from the present base or original starting time shall necessitate the abolition of the job. No employee shall be required to begin his working time between the hours of midnight and five o'clock A. M.

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RULE 6.

The meal period shall not exceed one hour and shall be allowed between the ending of the fourth hour and the beginning of the sixth hour after starting time.

RULE 7.

When any employee shall report for work at the time and place ordered, and shall be prevented from working by conditions beyond his control, such employee shall be paid a minimum of four hours pay at the regular rate.

RULE 8.

Minimum rates of pay shall be as follows:

- (a) Grocery and Produce Order Runners, Order Checkers, and Order Loaders shall receive Eighty-Two (82) Cents per hour.
- (b) Car Gang, Produce and Groceries, Grocery Fill In Men, Grocery LCL, Elevator Men, Produce Line Men, Banana Men, Porters, Egg Room Men, Salvage Men and Weight Men, Bread Men, Body Men, Trim-Pak Room Men, Tomato Room Men shall receive Seventy-Six (76) Cents per hour.
- (c) All new employees hired after the signing of this agreement shall receive Sixty-Seven and One Fourth (67 $\frac{1}{4}$) Cents per hour for the first sixty (60) days, and Seventy (70) Cents per hour for the next ninety (90) days.
- (d) Any employee engaged temporarily (eight (8) hours or more) in the capacity of foreman during the absence of the regular foreman, or in any emergency shall receive foreman's rate of pay for the period he is so occupied.

FEMALE:

- (a) The Egg Candling Department will be paid the following rates:

Fifty One (51) Cents per hour for the first 60 working days.

Fifty Three and One Half (53½) Cents per hour for the next 90 working days, and

Fifty Six (56) Cents per hour thereafter.

- (b) The Trim-pak Department will be paid the following rates:

Forty Three and One Half (43½) Cents per hour for the first 60 working days.

Forty Six (46) Cents per hour for the next 90 working days, and

Forty Eight and One Half (48½) Cents per hour thereafter.

Employees receiving in excess of the above scale shall not have their pay reduced.

All regular employees on night shifts shall be paid a bonus of one dollar (\$1.00) per week provided they work every night each week that they are expected to report.

RULE 9.

Established positions shall not be discontinued and new ones created under different titles covering relatively the same class of work for the purpose of reducing the rate of pay

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RULE 9. (Continued)

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or evading the application of these rules.

This rule is subject and open to discussion at any time during the life of this agreement.

RULE 10.

SENIORITY shall accrue from the time the employees' pay begins in the warehouse. All employees shall at all times be in line for promotion. Promotion shall be based on seniority, fitness, and ability. It is definitely agreed that seniority shall apply among all male warehouse employees. It is definitely agreed that seniority shall apply among all female warehouse employees.

New positions or vacancies may be filled immediately; however, they shall be bulletined within five (5) days in places accessible to all employees affected for a period of ten (10) days. Copy will be furnished the committee in case of disagreements in regard to fitness and ability, which differences shall be settled between the authorized representative of Local Union No. 655 and the Branch Manager of the St. Louis Branch.

As regular positions are open, extra employees on the extra board will be permitted to bid for such jobs in the order of their seniority. If any extra employee fails to bid for a regular job that would be available to them, they will lose their seniority standing and drop to the bottom of the extra board list.

RULE 11.

When forces are reduced or positions are abolished employees may exercise their seniority rights over junior employees. Employees whose positions are discontinued will be given at least twenty-four (24) hours notice in advance and copies of such notices shall be posted.

If an employee has voluntarily quit or has been absent from service for a period of two weeks, other than which may be covered through injury or proven sickness, or has failed to get a leave of absence, without proper cause, such employee shall

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RULE 11. (Continued)

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forfeit his seniority rights.

Copies of the seniority lists, male and female, as of this date is hereto attached and the Company agrees to post a copy of these lists in places accessible to all employees covered by this contract.

RULE 12.

All employees with thirty (30) days or more service, laid off because of reduction of forces, shall be recalled to service by letter and must report within five (5) days or forfeit all previous seniority.

RULE 12. A.

When a leave of absence is granted to an employee, the Secretary of the Union shall be notified within forty-eight (48) hours as to the name of the employee and how long the leave of absence is granted.

RULE 13.

All employees will receive vacations in line with Company policy.

RULE 14.

The properly accredited officers or representatives of both parties to this agreement, shall be authorized to settle any disputes arising out of the terms, application, or interpretation of this agreement, including unjust discharge or lay-off. Complaints regarding unjust discharge or lay-offs must be filed in writing with the Union within five (5) days of such discharge or lay-off or the member nullifies any further claims regarding same.

In the event the properly accredited officers or representatives of both parties to this agreement cannot amicably settle any dispute or grievance arising out of the terms, application, or interpretation of this agreement within five (5) days after said grievance or dispute shall arise, the matter shall

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RULE 14. (Continued)

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then be referred to an Arbitration Board for settlement.

The Arbitration Board shall consist of three arbitrators, one to be chosen by the employer within three days after the dispute is referred to arbitration, one to be chosen by the Union within that period, and the third to be selected by the first two named arbitrators of the employer and the Union; provided that the selection of the third man can be made within three days following the appointment of the first two arbitrators.

In the event the first two arbitrators cannot agree upon the third arbitrator within three days following their appointment, either the Union or the Employer may request the director of the Conciliation of the United States Department of Labor to assign a Commissioner of Conciliation of the United States Department of Labor to act as the third Arbitrator, who shall then, after his appointment, be authorized to hear the case and dispute, and render a decision within ten (10) days after his appointment, which shall be final and binding upon both parties to this agreement. If the Arbitration Board decides the employee has been wrongfully discharged or laid off, he shall be restored to his former position, receiving pay for the time lost and his seniority rights shall be restored.

Expenses incurred in connection with the third arbitrator shall be shared equally between the Union and the Company.

There shall be no lockout or cessation of work pending the decision of the Arbitration Board.

There shall be no sympathy lockout or strike during the life of this agreement except where Kroger members of Local No. 655 are directly involved.

RULE 15.

Seniority rights shall accumulate during the absence of any employee volunteered or drafted under the Selective Service Proclamation Act and such employee shall be reinstated to his former position or similar position within sixty (60) days after discharge from service.

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RULE 15. (Continued)

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This agreement shall continue in full force and effect from the First day of November 1942 to the First day of November 1943, and at the termination of such period it shall be extended for annual periods until such times as one of the parties hereto shall give to the other party a notice to be delivered not less than thirty (30) days prior to the expiration of any such annual period.

Accepted this _____,
19____, for the Kroger Grocery & Baking Company.

By _____

By _____

Accepted for Local No. 655, R.C.I.P.A.

By _____

By _____

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CONFIDENTIAL

Reg. Reg- 11-27-43

(AFL)

Retail Clerks # 655

St. Louis, Mo.
X 10-31-43

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