

COPYAGREEMENT

This memorandum of agreement made at Cleveland, Ohio, this 23rd day of April, 1935, by and between the Kroger Grocery and Baking Co., hereinafter referred to as the Employer and Local #427 Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L., hereinafter referred to as the Employees.

1. The employer agrees to recognize Local #427 and agrees to bargain with Local #427 through its duly accredited representatives in all disputes concerning wages, hours of employment, and general working conditions in the meat markets of the Employer. It is agreed and understood, however, that Local #427 shall only speak for such employees as are members of the union and the territory covered by this agreement shall consist of the whole of Cuyahoga County and extend into Lake County east as far as the Chagrin River.
2. A grievance committee of three members shall be selected by the Employees and this committee shall have the right to submit grievances to the employer.
3. Should at any time there be a dispute concerning the interpretation of the terms of the contract which cannot be settled between the Company and the Union, the matter in disagreement shall be submitted to a board of arbitration consisting of two men representing the Employers and two representing the Employees and a disinterested arbiter selected by mutual agreement. The decision of the board of arbitration shall be rendered within thirty days from the date the dispute is submitted for arbitration and the decision of the board of arbitration shall be final and binding.
4. The Employer agrees to pay meat managers a minimum of \$35.00 per week and wages in excess of this amount shall be paid according to the Company's incentive plan, Meat Scale P or Meat Scale N, whichever is now in effect, and copies of which are attached. All meat cutters employed as extra help shall be paid at the rate of 60¢ per hour.
5. Working hours for meat managers shall be Code hours per week and all other meat cutters shall work the number of hours provided by the "Code of Fair Competition for the Retail Food and Grocery Trade" as now in effect. It is agreed, however, that the Employer shall close his markets on Wednesday afternoons when and if the retail trade generally close their markets on Wednesday afternoon.
6. Should any employee feel that he has been unjustly dealt with, the affected person may appeal the matter through the proper officials of the employer either by himself, the grievance committee, or his union representatives. No employee covered by this agreement shall be suspended, demoted, or dismissed without just and sufficient cause and if after proper investigation, it shall be found that an employee has been unjustly discriminated against he shall be reinstated with full rights and compensation. No employee shall be suspended, demoted or dismissed for union activity not carried on during working hours nor interfering with the operation of the business.
7. Any employee covered by this agreement shall have the right to display the "Union Market Card" in any store where he is employed.
8. This agreement shall remain in full force and effect for a period of one year from date and shall remain in force for an additional year unless either party hereto requests in writing a new contract thirty days prior to the expiration of this contract.

In witness whereof, we have affixed our hands and seals this 23rd day of April, 1935.

Signed by the Company and by W. G. Rich for Local #427.

*Covered
Kroger
only*