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ARTICLES OF AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of November, 1959, at Cleveland, County of Cuyahoga, and State of Ohio, by and between the members of the FOOD INDUSTRY COMMITTEE, individually and collectively, whose signatures appear below, hereinafter referred to as the Employer, and THE RETAIL STORE EMPLOYEES UNION, LOCAL NO. 880, of the RETAIL CLERKS INTERNATIONAL ASSOCIATION, affiliated with the AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

1. The Employer recognizes the Union as the sole bargaining agent for all food store employees, (excluding meat department employees, managers, and other supervisors as defined in the act) in the Companies' retail outlets located in the counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain and Medina; except for the Kroger Company who recognizes the Union as the sole bargaining agent for all food store employees (excluding meat department employees, managers, and other supervisors as defined in the act) in its retail outlets located in the counties of Cuyahoga, Lake, Ashtabula and Lorain, and the cities of Vermillion and Brunswick, Ohio.
2. Membership in the union in good standing shall be a condition of continued employment on the 31st day following the first day of employment or the effective date of the Union Security Agreement whichever is later. The Employer will furnish the Union with a weekly list of new employees.
3. The Employer shall, for the term of this agreement, deduct initiation fees and Union dues from the first pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to the Union.

ARTICLE II

4. Forty (40) hours, in any five days of any one week, Monday through Saturday, shall constitute the work-week for all full-time employees.
5. Thirty-two (32) hours shall constitute the work-week for all employees during a holiday week. Time and one-half (1½) shall be paid after thirty-two (32) hours during a holiday week.

6. Store operating hours in Cuyahoga County shall be as follows:

Monday, Tuesday, Wednesday and Thursday.... 9:00 A. M. to 6:00 P. M.  
Friday and Saturday..... 8:00 A. M. to 6:00 P. M.

7. Store operating hours outside Cuyahoga County shall remain as presently constituted provided, however, that any employer who feels he must change hours to meet major competition will give the union two weeks written notice of his intentions before changing.
8. Any work performed by any employee covered by this agreement in excess of the basic work-week or in excess of eight and one-half ( $8\frac{1}{2}$ ) hours on Monday, Tuesday, Wednesday and Thursday; nine (9) hours on Friday, Saturday and days preceding a holiday shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the regular rate of pay; except, part-time male employees shall receive time and one-half after ten (10) hours of employment in any one day. Any work performed by a female employee in excess of eight (8) hours in one day shall be paid at time and one-half the regular rate of pay.
9. Within Cuyahoga County, part-time employees shall be scheduled for not less than twelve (12) hours work per week, except those called in on the last working day of the week who shall be scheduled for not less than five (5) hours.
10. Outside Cuyahoga County, part-time employees shall be scheduled for not less than fourteen (14) hours work per week, except those called in on the last working day of the week who shall be scheduled for not less than five (5) hours.
11. Part-time employees shall receive available hours up to full-time work in accordance with seniority, ability to perform the work assigned, and job classification within one store.
12. All employees shall receive a rest period of ten (10) minutes in the morning and ten (10) minutes in the afternoon.
13. All employees shall receive one (1) full hour for lunch, except night stockers where a lunch hour shall be optional by each individual store.
14. Cashiers shall perform all work on the premises of the employer, and in no event shall take books, records, moneys, or properties of the employer outside of the store to complete or catch up on their work.
15. No employee shall be given time off in lieu of overtime pay.

16. There shall be no split shifts, and all time in one day shall run continuously from starting time to quitting time, except for lunch and rest periods. There shall be no work on Sundays; except in case of extreme emergency to protect the property of the Employer. Any work performed on Sundays shall be paid for at the rate of double time.
17. Work schedules shall be posted on Saturday for the following week and there shall be no changes in the posted schedule except for good cause.
18. All employees must punch time clock or sign time card. Cards or records must remain in card rack until after employees leave on every night including Saturday.
19. The following shall be recognized as holidays: New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. There shall be no work on any of the above-mentioned legal holidays or days legally celebrated in lieu thereof, and all regular full-time employees are to receive eight (8) hours pay. A regular full-time employee who works part but not all of a holiday week, their absence being due to proven illness, (employer may require doctors certificate) are to receive holiday pay.
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62-64 20. Effective January 1st, 1960, a seventh (7th) holiday shall be paid and it shall be the Monday following the employee's birthday. Should the Monday following the employee's birthday be the employee's regular day off, the employee shall be given the following day off with pay as their holiday. Should the Monday following the employee's birthday be recognized in the contract as a paid holiday, the employee shall be given the Monday of the following week off with pay as their holiday.
21. Where uniforms or aprons are required by the employer, they shall be furnished and laundered by the employer.
22. Excepting for dishonesty, proven insubordination and intoxication all full-time employees shall be given three (3) days notice or three (3) days pay in lieu of notice in case of permanent layoff or discharge.

ARTICLE III

The minimum hourly rates for full-time employees shall be as follows:

23. <u>Male Clerks</u>	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
1st 3 mos. service	\$ 1.72½	\$ 1.82½
3 to 9 mos. service	1.80	1.90
9 to 18 mos. service	1.92½	2.02½
18 to 24 mos. service	2.05	2.15
Over 24 mos. service	2.17½	2.27½

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24. <u>Female Clerks</u>	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
1st 3 mos. service	\$ 1.59	\$ 1.69
3 to 9 mos. service	1.67 $\frac{1}{2}$	1.77 $\frac{1}{2}$
9 to 18 mos. service	1.81 $\frac{1}{2}$	1.91 $\frac{1}{2}$
18 to 24 mos. service	1.91	2.01
Over 24 mos. service	2.04	2.14

25. Male and female clerks shall receive the above rates on the **effective** dates indicated or a minimum increase of 12 $\frac{1}{2}$ ¢ per hour effective August 31, 1959; a minimum increase of 10¢ per hour effective August 29, 1960.

26. Part-time student employees are those who are employed while attending any educational institution up to college or university level. Their hourly rate of pay shall be as follows:

27. <u>Part-time Students</u>	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
First 6 mos. service	\$ 1.43 $\frac{1}{2}$	\$ 1.53 $\frac{1}{2}$
Second 6 mos. service	1.48 $\frac{1}{2}$	1.58 $\frac{1}{2}$
Over 12 mos. service	1.58 $\frac{1}{2}$	1.68 $\frac{1}{2}$

28. Part-time student employees shall receive the above rates on the effective dates indicated or a minimum increase of 12 $\frac{1}{2}$ ¢ per hour effective August 31, 1959; a minimum increase of 10¢ per hour effective August 29, 1960.

29. All part-time employees shall receive an additional 10¢ per hour for all hours worked during a week in which a holiday (specified in Article II, Paragraph 19) falls, including the week of their birthday.

30. Any part-time employee who works thirty-two (32) hours in a holiday week will qualify for eight (8) hours holiday pay in lieu of paragraph 29 above.

31. All part-time employees not classified in Paragraph 26 above shall be paid the same hourly rate as full-time employees, this rate to be determined by the number of full time work-weeks their total number of continuous part-time hours would equal.

32. Produce Department doing One Thousand Dollars (\$1,000) or more per week volume must be operated by a Produce Manager.

33. Produce Managers shall receive the following minimum hourly rates of pay, based on actual average weekly produce sales for the following periods of time: the last eight (8) four-week periods of 1959; the first five (5) four-week periods of 1960; the last eight (8) four-week periods of 1960; the first five (5) four-week periods of 1961.

34. <u>Produce Managers</u>	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
In produce departments with volume of \$1,000 to \$2,000 per week . . . . .	\$ 2.50	\$ 2.60
In produce departments with volume of \$2,000 to \$3,000 per week . . . . .	2.62½	2.72½
In produce departments with volume of \$3,000 to \$4,000 per week . . . . .	2.75	2.85
In produce departments with volume over \$4,000 per week . . . . .	2.80	2.90

35. Produce Managers will receive the above rates on the effective dates indicated or a minimum increase of 12½¢ per hour effective August 31, 1959; a minimum increase of 10¢ per hour effective August 29, 1960.

36. A Produce Manager in a self-service market is one who can supervise and/or perform all the functions of that department. This includes all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in that department; seeing that any merchandise carried over at closing time is properly taken care of, that the department is kept in a clean, attractive condition, safe from accident hazards, and that all customers are given proper service.

37. An Assistant Manager in a self-service market is one who can perform all the functions of the store manager when necessary or instructed to do so by the Employer. To do this, he must understand and be able to do or supervise all ordering, receiving, checking, pricing, stocking, displaying all merchandise, and the check-out operation and bookkeeping system.

38. The minimum hourly rate of pay for Assistant Managers shall be:

	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
<u>Assistant Managers</u>	\$ 2.80	\$ 2.90

39. Assistant Managers will receive the above rates on the effective dates indicated or a minimum increase of 12½¢ per hour effective August 31, 1959; a minimum increase of 10¢ per hour effective August 29, 1960.

40. A Certified Head Cashier in a self-serve market is one who can supervise and/or perform all the functions of the check-out operation to the satisfaction of the Employer. This includes the proper checking out of merchandise, handling of all money, balancing of registers and seeing to it that all persons involved in the check-out operation perform their duties in the proper manner, and that all customers are given proper service. The Certified Head Cashier must also be qualified to keep operating records and reports, and handle such other bookkeeping or personnel functions that the Employer may direct.
41. A Certified Head Cashier shall be designated in all self-serve markets normally using five (5) or more check-out registers on the busiest day of the week.
42. The minimum hourly rate of pay for Certified Head Cashiers shall be:

	<u>Effective</u> <u>8/31/59</u>	<u>Effective</u> <u>8/29/60</u>
<u>Certified Head Cashiers</u>	\$ 2.19	\$ 2.29 ✓

43. Certified Head Cashiers will receive the above rates on the effective dates indicated or a minimum increase of 12 $\frac{1}{2}$ ¢ per hour effective August 31, 1959; a minimum increase of 10¢ per hour effective August 29, 1960.
44. Where an employee replaces a designated department head who is absent for one week or more, such employee shall be paid the minimum rate of pay for the department head.
45. A night premium of ten cents (10¢) per hour over the above-mentioned contract rates will be paid an employee for all hours regularly scheduled and worked on night stocking operations between the hours of 6 P. M. and 6 A. M. regardless of time he reports for work.
46. All new full-time and part-time employees, who have had previous grocery experience, and who have been members of the Retail Clerks International Association, will be given credit, irrespective of whom they have worked for, and their starting rate of pay shall be based in accordance with experience they have had according to the schedule for full-time and part-time male and female employees.
47. Any employee who has worked part-time shall be given credit for actual hours of part-time service worked in arriving at the rate they shall be paid for full-time work.
48. As a result of the signing of this Agreement, no employee shall suffer a reduction in pay.

49. Nothing herein provided shall preclude the Employer from granting at its discretion or in cooperation with the Union, individual merit increases to any employee covered by the Agreement, in excess of the minimum rates provided for in the above schedule of rates, provided, however, that in each such case, the Employer agrees to notify the Union of the amounts and the effective dates of all such increases as promptly as possible.

#### ARTICLE IV

The principles of seniority shall prevail as hereinafter provides:

50. As to layoffs and reinstatements, seniority shall be determined on the length of service of the employee with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Seniority shall be considered broken when an employee (a) Quits (b) is discharged for cause (c) is laid off continuously for more than six months (d) fails to report for work from layoff within three days of receipt of written notice.
51. In the matter of promotions, the employer shall have the right to exercise his final judgment after giving due regard to seniority. Records of seniority shall be made available to the Union at all times.
52. Employees working full time on other jobs shall be considered to have the least seniority.
53. Seniority shall be on a company basis and shall be measured from the employee's last hiring date for full-time employees and on store seniority for part-time employees. Transferees shall carry their seniority to the new store of employment. Temporary layoffs shall be on a store basis, and other layoffs and transfers will be handled on an individual basis.
54. Union stewards (not more than one per store) are to be full time employees. They shall be considered to have the longest seniority in their stewardship district.
55. With the exception of baby foods, bakery products, drug products and candy products, outside salesmen and deliverymen are not to stock shelves or handle stock after it is in the store. This prohibits stocking or handling stock by any outside salesman or deliveryman except for the products listed above.
56. Union Store cards or decals are to be posted in the store.

#### ARTICLE V

57. The Employer agrees to rehire without loss of seniority or any other rights under this Agreement, any employee who may enlist or serve in actual Military Service of the United States, providing they apply within three (3) months after an Honorable Discharge.

58. Employees on National Guard duty will not be required to take vacation at that time.
59. Six months leave of absence for pregnancy will be granted to full-time married employees when same is requested and to regular part-time married employees after one year of service. Such break in service shall not constitute a break in seniority. Other company benefits may cease except pro-rated vacation.
60. A full-time employee with one year's service will for good cause and upon written request be granted a leave of absence without pay not to exceed ninety (90) days. Such leave will not be permitted for the purpose of trying out for another job.
61. Leaves of absence without pay will be granted to employees appointed or elected to a union convention or elected as a business representative. In the latter event such leave of absence shall be limited to one (1) year.
62. In case of death in the immediate family of a full-time employee, such employee shall be allowed a maximum of three days leave with pay, provided however that no employee will be paid more than a full week's pay. The term immediate family shall mean husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law or any relative residing with the employee.
63. Any full-time employee called for jury duty will be compensated by the employer for the difference between regular pay and the jury pay for absence necessarily caused by such jury duty. (The employee shall not suffer loss in pay by reason of being on jury duty on his regular day off.)

ARTICLE VI

64. All full-time employees shall be eligible for one (1) week's vacation with pay after one (1) year's continuous full-time service with the Company.  
 All full-time employees shall be eligible for two (2) weeks' vacation with pay after three (3) years' continuous full-time service with the Company.  
 All full-time employees shall be eligible for three (3) weeks' vacation with pay after (10) years' continuous full-time service with the Company.  
 All full-time employees shall be eligible for four (4) weeks' vacation with pay after twenty (20) years continuous full-time service with the Company.
65. An employee becomes eligible for vacation pay on his anniversary date and shall be paid for same should he terminate or be discharged prior to being granted his vacation.

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66. If a holiday specified in Article II, Paragraphs 19 or 20, falls within an employee's scheduled vacation period, the employee will receive an extra day's pay.
67. Part-time employees shall be granted vacations on the same basis as full-time employees, except that their vacation pay shall be based on the hours worked during the year preceding the anniversary date of employment divided by fifty two (52).
68. Employees with mixed full-time and part-time service shall receive their vacation based on their last year of service divided by 52 and shall be measured by the employee's last hiring date.

#### ARTICLE VII

69. Employer herein agrees that a Health, Welfare and Death Benefit Fund shall be continued, which is legal under the laws of the State of Ohio, and under the laws of the United States. It is understood and agreed by the parties hereto that no fund shall be set up on which the contributions made by Employer hereunder are construed to be wages under the Federal Wage and Hour Act. Nor is any fund to be established under which the payments of the Employer are considered by any taxing authority as wages upon which withholding tax is to be paid or upon which social security contributions are to be made by Employer.
70. The fund which is to be established shall be jointly administered under a trust agreement to be executed by the parties hereto providing administration by a Board of Trustees consisting of two representatives of the Union, and two representatives of the Employer, and providing for a tie breaker. This fund shall be used to establish insurance against sickness, accident, or such other contingencies as may impair the welfare of the Union members as may be determined by the Board of Trustees.
71. Each individual employer agrees to pay monthly into the Fund the sum of three dollars (\$3.00) per week for each full-time employee and each regular part-time employee averaging thirty (30) hours or more per week, excluding those working inflated hours due to summer working schedules and those of less than sixty (60) days employment, on each such employer's payroll. There shall be no 60-day waiting period for those who have fulfilled this service requirement as of January 1, 1960.

- 72. Each such employer shall forward on the first day of each month to the Fund a record sheet of such employees for the preceding month with payment to the Fund to cover said employees.
- 73. The Kroger Company having a health and accident plan in effect is exempt from the provisions of this article. However, any changes made in such plan during the term of this contract will be through negotiations with the Union.
- 74. Those not now having a pension plan shall establish a pension plan not later than July 1, 1961. When the agreement is reached on pensions for those employers not now providing a pension program, such agreement shall be attached as a supplement.

ARTICLE VIII

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- 75. There shall be no strikes, lock-outs or picketing during the life of this Agreement.
- 76. The union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the Cleveland Federation of Labor and the matter has been discussed with the employer.

ARTICLE IX

- 77. If a dispute shall arise concerning the interpretation or application of the terms of this Agreement which cannot be settled by the Employer and the Union, the matter in dispute shall be submitted to the Board of Arbitration. The Board shall consist of two (2) people representing the Employer and two (2) people representing the Union and a disinterested Arbiter selected by the Federal Mediation and Conciliation Service. The decision of this Board shall be returned within thirty (30) days from the date the dispute is submitted and shall be final and binding on both parties.

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ARTICLE X

- 78. This Agreement shall take effect August 31, 1959, and shall expire September 3, 1961, but shall automatically continue from year to year unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date hereof.

Retail Clerks International  
Association, Local No. 880

The Fisher Bros. Co.

by: /S/ Cecil B. Dunlap

by: /S/ T. J. Conway

by: /S/ William A. McGrath