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Meat Cutters # 237
Louisville, Ky.
A-2-40

ARTICLES OF AGREEMENT

THIS AGREEMENT made by and between the AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, affiliated with the American Federation of Labor, through the agent, Local Union 237 hereinafter for convenience referred to as "UNION" and the KROGER GROCERY AND BAKING COMPANY for their stores, located at Louisville, Kentucky, hereinafter for convenience referred to as "EMPLOYER."

WITNESSETH:

The Union agrees to place union cards in the places of business of the employer on the following terms:

SECTION 1

Recognition and Jurisdiction The employer recognizes the union as the exclusive bargaining agency for those men who are members of the union, and further agrees that it will not recognize any other collective bargaining agency for Louisville store personnel during the life of this contract. It is also agreed that all men who are now members of the union shall retain their membership in the union during the life of this contract.

SECTION 2

Holidays The following Holidays will be observed with no deductions in pay: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When a holiday falls on Sunday the following Monday shall be observed.

SECTION 3

Hours The work week shall consist of 53½ hours exclusive of one hour for dinner week days ever day and one half hour for supper Saturday evenings and days preceeding holidays. Employees will be out of the store within 30 minutes after closing hours week days and within one hour Saturday nights or nights before holidays.

SECTION 4

Wages It is mutually agreed that the following rates of pay will prevail as the minimum for employees coming under the jurisdiction of this contract.

- Meat Managers \$30.00 per week
- First Clerk - Meat \$25.00 per week
- Meat Helpers - 1st Year \$17.00 per week
- Meat Helpers - 2nd Year \$19.00 per week

Meat Helpers - 3rd Year. \$23.00 per week

Assistant Grocery Managers \$22.50 per week

First Clerks - Grocery. \$22.50 per week

Grocery Clerks - 1st six months \$15.00 per week

Grocery Clerks - 2nd six months \$16.00 per week

Grocery Clerks - 2nd year \$17.00 per week

Grocery Clerks - 3rd year \$19.00 per week

Extra meat cutters \$ 4.00 per week
day

" " " \$ 5.00 Saturdays

Extra Grocery help30 per hour

Grocery managers and single management store managers are not included in this contract.

No employee shall receive a reduction in pay because of this agreement.

SECTION 5

Linens and Sharpening Tools

Employer will furnish all linens and laundry and also stand the expense of sharpening all tools.

SECTION 6

Vacations

Vacations shall be granted in accordance with Company policy.

SECTION 7

Discharge and Discrimination

The employer shall have the right to discharge any employee at any time for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct or failure to perform work as required, provided that no member of the union shall be discharged or discriminated against because of membership of activity in the union.

SECTION 8

No Union Activity on Employer's time

The union agrees that neither it or its members will engage in union activities on the employer's time, provided, however, that the company in a friendly manner cooperates with the Union in matters that may be of mutual interest. The union representative shall be allowed by the company free approach to the employees in the markets for checking the standing of its members.

SECTION 9

Union cards The union store card is the property of the union and is loaned for display to employers who sign and abide by this agreement.

SECTION 10

No strikes or Lock-outs The union agrees that during the life of this contract it will not engage in strikes of any character and the employer agrees not to institute a lock-out. It is the intention, under this agreement, that all disputes be settled between the union and the employer. Should a matter of serious nature develop concerning the terms of this contract that cannot be adjusted between the union and the employer, then such matters shall be referred to an impartial arbitration committee, which shall consist of two representatives of the union, two representatives of the employer, with a fifth member to be chosen by the four representatives mentioned above. All matters referred to arbitration must be adjudicated within ten days time.

SECTION 11

Duration of Agreement This agreement shall be in effect from November 6, 1939, to and including November 2, 1940 and from year to year thereafter provided that neither side in writing thirty days prior to the termination date shall notify the other of a desire to terminate or change certain or all of the articles included herein.

This agreement signed at Louisville, Kentucky, this First day of November, 1939.

KROGER GROCERY & BAKING CO.
"EMPLOYER"

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA
LOCAL NO. 237
LOUISVILLE, KENTUCKY

Jean F. Carroll
Branch Manager, Louisville

Louis B. Daniels

but

Michael Pietrzak
International Representative

*NOTE: Identical, separate agreements are signed for one store at Jeffersonville, Indiana and another for the store at New Albany, Indiana