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5-1-1960

## Kroger Company and Retail Store Employees Union Local 1099

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## Kroger Company and Retail Store Employees Union Local 1099

### Location

OH; KY; IN

### Effective Date

5-1-1960

### Expiration Date

5-5-1962

### Number of Workers

1650

### Employer

Kroger Co.

### Union

Retail Clerks International Association

### Union Local

1099

### NAICS

44

### Sector

P

### Item ID

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### Comments

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*Wm*  
MAR 27 1961

*IX-5/62*



# AGREEMENT

BETWEEN

**The Kroger Company**

AND

**Retail Store  
Employees Union  
Local No. 1099**



**RETAIL STORE EMPLOYEES UNION  
LOCAL No. 1099**

Retail Clerks Building  
625 College Street  
Cincinnati 2, Ohio

MAin 1-3775

MAin 1-5181

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**OFFICERS**

GEORGE PORCARO, President and  
Business Manager

C. P. QUESTA, Secretary-Treasurer and  
Business Representative

JAMES CONNOLLY, Recording Secretary  
and Business Representative

ART KENNEDY, 1st Vice-President

SAMUAL ISGRO, 2nd Vice-President

CATHERINE BIEDENHOLZ, Guardian

LEROY KAULFERSCH, Trustee

MILTON WELLBAUM, Trustee

WILLIAM McCLELLAN, Trustee

LOUIS SALUGA, Guide

ART SMITH, Advocate Reporter

# AGREEMENT

This Agreement, entered into by and between The Kroger Co. of Cincinnati, County of Hamilton, State of Ohio, hereinafter designated as the Employer, and the Retail Clerks International Association, Local Union No. 1099, affiliated with the A.F.L.-C.I.O., hereinafter designated as the Union.

## Article 1.

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

## Article 2.

The Union shall be the sole and exclusive bargaining agent for all workers in the stores of the Employer operated by the Cincinnati, Ohio, Division, except the store managers and all employees in the meat departments of said stores.

### Article 3.

(a) On and after the thirty-first (31st) day following the effective date of this Agreement all employees employed on said effective date shall be and remain members of the Union in good standing as a condition of continuing employment during the life of this Agreement. All employees hired after the effective date of this Agreement shall be and remain members of the Union in good standing on and after the thirty-first (31st) day following the beginning of their employment, as a condition of continuing employment during the life of this Agreement. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. (This article will become effective in Indiana when permissible under Indiana law.)

(b) The Employer shall deduct initiation fees and Union dues from the first pay of each month of employees who individually and voluntarily certify in writing authorization for such deductions. The authorization for such deductions, when given, shall be binding on the employee for the duration of this Agreement. The Employer shall promptly remit all sums deducted in this manner to the Union.

(c) The following shall apply in the State of Indiana:

Employees shall have the right to voluntarily become or to refrain from becoming members of the Union. Irrespective of membership in the Union, however, employees covered by this agreement shall be required, as a condition of employment, to pay an amount equivalent to regular monthly dues of the Local Union to the Union as a service fee and to aid the Union in defraying its operating costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of employees in the appropriate bargaining unit.

The aforesaid sum shall be payable on or before the first (1st) day of each month. Other than the payment of this sum, the employees shall be under no further financial obligation or requirements.

In consideration of the Company's entering into the above agency shop agreement, the Union hereby agrees to indemnify the Company and hold it harmless from any and all claims, liabilities or costs of the Company which arise out of the entering into or enforcement of this agency shop agreement.

It is also mutually agreed that in the event that a final decision of the Indiana Appellate or Supreme Court or a decision

or ruling of the N.L.R.B. renders a clause like the above agency shop clause unlawful or unenforceable, said agency shop clause shall be null and void and of no force and effect from and after the date of said decision or ruling.

The Local Union, party to this Agreement will agree to indemnify the Company as above set forth provided that any adverse decision or ruling by the Indiana State Supreme Court or the N.L.R.B. is upheld by the United States Supreme Court and provided further that the Local Union will not be liable for such indemnification if the Company, party to this Agreement agrees to an agency shop clause with any other labor organization that does not similarly indemnify the Company.

#### **Article 4.**

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge,



are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee. On permanent transfers consideration will be given to employee wishes.

#### Article 5.

(a) The Union shall have the right to designate a job steward for each store. List showing the names and store addresses of all stewards is to be submitted to the Employer.

(b) Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the job steward, or both, and the manager of the store. If the grievance is not settled, it shall be referred within seven (7) days to Step 2.

Step 2. By conference between the representative of the Union and the District Manager, or the Zone Manager. If this step does not settle the matter within seven days, it will be referred to Step 3.

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Step 3. By conference between an official or officials of the Union, the Personnel Manager, the Division Vice President and/or a representative of the Company so delegated by the Division Vice President.

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Step 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

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(c) The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. Said two persons shall within two days after disagreement, request the director of the Federal Mediation and Conciliation Service to appoint a third arbitrator, and the decision of the majority shall be binding on both parties. The expenses of the third arbitrator shall be paid for jointly.

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(d) The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Em-

ployer shall reinstate the employee and pay him compensation in accordance with the decision of the arbitrator.

(e) No grievances will be discussed unless the outlined procedure has been followed, and the grievance presented within seven (7) days. Any grievance going beyond Step 1 shall be submitted in writing.

(f) A manager of the store will grant to any accredited Union official the right to communicate with the employees of the store so long as there is no interference with efficient store operation.

(g) The Employer shall have the right to call a conference with a job steward or officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

#### Article 6.

(a) During the term hereof the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

(b) However, no employee shall be required to cross a picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, it will discuss such

action with the Employer. The Union agrees that in the event of an unauthorized strike, it will do all in its power to help effect a prompt and fair settlement and avoid unnecessary stoppage of work.

#### **Article 7.**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

#### **Article 8.**

Employees shall perform any temporary work in the grocery department which the manager of the store, the Zone Manager, or the District Manager may direct, with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay.

#### **Article 9.**

(a) Rates of pay as set forth in Wage Schedule "B," attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

(b) Rates of pay shall be established and shall become a part of Wage Schedule "B," attached hereto, for any new position which may hereafter be established and which positions are not now covered by said Wage Schedule. Such rates shall be

established by the Employer and shall be consistent with the prevailing wage schedule for other jobs covered by this Agreement. Any disagreement on the rates so established will be subject to the grievance procedure.

#### **Article 10.**

(a) The hours of each employee shall be scheduled by the Employer.

(b) The work week shall consist of forty (40) hours in five (5) days.

(c) All work in excess of forty (40) hours shall be paid for at time and one-half. Male employees shall receive time and one-half after ten (10) hours in any one day and female employees shall receive time and one-half after eight (8) hours in any one day.

Premium pay will not be pyramided and any hours paid for at premium pay will not be used in the computation of any other premium pay.

(d) The following applies only to stores located in Cincinnati, Norwood, St. Bernard, Wyoming, Cheviot, Mt. Healthy, Lockland, Reading, North College Hill, Mariemont, Sharonville, Cleves, Madeira, Groesbeck, Kenwood, Newtown, Milford, Cherry Grove, and Tri-County, Ohio; and Newport, Covington, Ft. Mitchell, Bellevue, Dayton, Ludlow, Latonia, Elsmere, and Ft. Thomas, Kentucky.

All work before 7:30 A.M. on any day, or after 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, and Saturday, or after 9:00 P.M. on Friday, shall be paid for at time and one-half. It is understood that such time worked after the above hours need not be in addition to the hours of the work week. Any employee scheduled to start work prior to 8:00 A.M. will not be scheduled to work beyond 6:00 P.M. on that day.

In stores located outside the Metropolitan Cincinnati area, as defined above, full time employees will not be scheduled to work more than two nights a week and will receive time and one-half for any hours scheduled prior to 6:30 A.M.

(e) One (1) hour on the employees' own time shall be allowed for dinner on each full working day, and one-half ( $\frac{1}{2}$ ) hour on the employees' own time shall be allowed for supper when an employee is scheduled to work past 6:00 P.M. The one-half ( $\frac{1}{2}$ ) hour for supper will not apply unless an employee is scheduled for more than nine (9) hours.

(f) Certain time is necessary to serve the customers in the store at closing time; therefore, no time will be figured after closing time until it exceeds seven (7) minutes.

(g) There shall be no work on Sundays,

and the following holidays: New Year's, Memorial, Fourth of July, Labor Day, Thanksgiving, and Christmas, except in case of emergency caused by fire, flood, etc. When work is performed on these days it shall be paid for at double time. In a week in which one of the above holidays occurs, employees will waive their day or half-day off, if so scheduled; and all full-time employees who work their scheduled day before and their scheduled day after the holiday will receive eight (8) hours straight time pay in addition to the hours actually worked. Overtime will not be paid until the hours actually worked exceed forty (40) hours. Full-time employees who are scheduled for only thirty-two (32) hours in a holiday week will have their work week scheduled in four (4) days. Absence during a holiday week caused by illness substantiated by a doctor's certificate or absence approved in advance by the Employer, shall not disqualify the employee for holiday pay, provided he has performed some work during that holiday week. Such doctor's certificate must be presented during the week in which the employee returns to work. If one of the above holidays occurs during any week of an employee's vacation, he shall receive eight (8) hours straight time pay in addition to his vacation pay for such week.

(g-1) Effective January 1, 1961, all full-time employees with one year or more of continuous service shall receive an additional holiday under the same conditions as provided above. This holiday shall be celebrated on the Monday following the week in which the employee's birthday occurs except where the Monday would occur in a week in which one of the holidays as provided above would fall; in such case the Monday of the week following the other holiday shall be celebrated as the employee's birthday.

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(h) A work schedule for full-time employees shall be posted no later than Friday indicating the work schedule for the following week. After a schedule is posted, an employee's day off cannot be changed, and if an employee is brought in on his day off he will receive time and one-half for that day. This paragraph shall not be construed as a weekly guarantee. There shall be no split shift schedules for employees.

(i) Any uniform deemed necessary by the Employer for its employees shall be furnished by the Employer.

(j) Any full-time employee who is instructed to report for work shall be guaranteed at least four (4) hours work. Any part-time employee who is instructed to report for work shall be guaranteed three



(3) hours work, if the employee is available for three (3) hours.

(k) No employee shall be made to accept time off as compensation for overtime.

(l) The Employer agrees to furnish the Union with names of all new employees as soon as possible after their employment.

(m) Employees shall be paid at the regular rate of pay for all time spent at business meetings called by the Employer before or after business hours.

(n) An employee, classed as regular, who is separated for incompetence or who is permanently laid off due to a discontinuance of the job, store closing or reduction of force, shall be entitled to a one week's notice or one week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee who is discharged for proper cause.

(o) Each full-time employee shall receive two (2) fifteen (15) minute rest periods each day. One rest period shall be scheduled in the first part of the day and one rest period shall be scheduled in the second part of the day. A part-time employee who is scheduled for four (4) hours or more will receive a rest period, and if scheduled for a full day will receive two (2) rest periods.

(p) See attached Schedule "C" regarding insurance.

(q) A full-time female employee shall be considered to be unable to perform her work after the fifth month of pregnancy. If she has had at least one (1) year of continuous full-time employment, she may be granted a leave of absence upon her written request accompanied by proper statement from her attending physician. She shall return to work not later than the end of the fourth month after birth, and if she does not return to work within the four (4) months after the birth, she shall be considered to have voluntarily quit as of the last day worked.

In returning to work, she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classification at work in the store.

When returning from the leave, she must give the store manager fifteen (15) days notice of her desire to return to work.

(r) Effective June 12th part-time employees who are scheduled in any week will be guaranteed twelve (12) hours in that week, unless called in only on the last working day of the week when the guarantee will be five (5) hours.

#### **Article 11.**

(a) In lay-offs, rehiring and transfers the principle of seniority shall apply. 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 equal, length of service shall be the controlling factor. In the matter of promotions, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

(b) Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six months, or if he is called back to work after a lay-off and does not report for work within one week, unless such failure to report is due to proven illness.

(c) When two or more part-time employees are employed in the same store, seniority shall determine who shall be called to work, ability and availability being considered.

(d) Stewards shall not be required to take a permanent transfer to another store except in case of promotion.

## **Article 12.**

Any employee coming under the provisions of the Federal Selective Service Training Act of 1940 shall be returned to his job and retain his seniority according to the provisions of that Act and its amendments.

### Article 13.

(a) The Union agrees to uphold the rules and regulations of the Employer in regard 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.

(b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

(c) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

(d) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

### Article 14.

(a) A maximum of three (3) days leave of absence with pay shall be granted in the event of a death in the immediate

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family of any regular full-time employee, but in no case will he receive more than the basic weekly pay. By immediate family is meant parent, brother, sister, wife, husband, child, father-in-law, mother-in-law or any other relative residing with the employee.

(b) If any regular full-time employee is required to serve on a jury, he shall be paid for hours necessarily absent from work because of such service.

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**Article 15.**

All full-time employees will be entitled to vacations according to the policy of the Employer, a copy of which is hereto attached in Schedule "A," except that employees with ten (10) years' service shall receive three (3) weeks' vacation. Employees with twenty (20) years' service shall receive four (4) weeks' vacation.

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**Article 16.**

This Agreement shall be effective May 1, 1960, and shall continue through May 5, 1962, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to May 5, 1962, or any May 5 thereafter of a desire for termination of or changes in this Agreement.

In Witness Whereof, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 6th day of June, 1960.

**FOR THE UNION:**

George Porcaro, President

C. P. Questa, Secretary-Treasurer

James Connolly, Bus. Rep.

**FOR THE EMPLOYER:**

H. C. Gifford

H. D. Harris

W. K. Glasgow, Jr.

## KROGER NEGOTIATING COMMITTEE

Name	Store No.	Home Phone No.	Store Phone No.
Frank Ballachino .....	279	HU 1-6382	BL 1-3332
Robert Brammel .....	286	JU 1-8384	JU 1-1777
Richard Dedden .....	237	HE 1-3885	HE 1-1324
John Hoffman .....	247	DI 1-8709	CO 1-3115
Sam Isgro .....	241	TW 5-5734	TW 4-9566
Ann Perry .....	175	JA 1-6023	WA 1-9497
Cecilia Rhein .....	271	WE 1-2146	WE 1-9358
Larry Vaughn .....	44	TR 1-3464	EA 1-8608

## SCHEDULE "A"—VACATION POLICY

1. Eligibility for an employee's first vacation (one week) and for his first increase in vacation (his first two weeks' vacation) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment anniversary date and the end of the year in which it occurs. Where necessary, vacations due in the 12th or 13th periods may be carried over to the first period of the next year.

2. The following schedule will apply: "Service" means continuous employment as a regular employee: 1 year—1 week, 3 years—2 weeks.

3. Employees who completed the required service prior to January 1 of any year are eligible for vacations as of that date.

4. After an employee has qualified for his first one week's vacation, he automatically qualifies for future one week's vacations as of January 1 of each year.

5. After an employee has qualified for two weeks' vacation, he automatically qualifies for future two weeks' vacations as of January 1 of each year.

6. If an employee qualifies for one week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year,



he may take the first week early or wait and take both weeks together.

7. Vacations must be taken during the calendar year, unless due to emergency the Management finds it necessary to request postponement. Vacation pay will be paid in advance.

8. If any employee who has not taken his vacation earned by his service leaves (regardless of whether he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving.

9. Leaves totaling less than 90 days in any calendar year shall not affect vacation. Any type of leaves totaling more than 90 days in a calendar year shall have the following effect upon vacation earned in that year:

Leave of more than 90 days, but not over 180 days, shall reduce vacation and vacation pay by  $\frac{1}{4}$ ; leave of more than 180 days, but not over 270 days, shall reduce vacation and vacation pay by  $\frac{1}{2}$ ; leave of more than 270 days shall disqualify for vacation.

### SCHEDULE "B"—WAGES

CLASSIFICATIONS	EFFECTIVE MAY 1, 1960		EFFECTIVE MAY 7, 1961	
	Per Hour	Per Week	Per Hour	Per Week
<b>Clerk—Full Time</b>				
Start .....	\$1.475	\$ 59.00	\$1.575	\$ 63.00
After 6 months .....	1.555	62.20	1.655	66.20
After 1 year .....	1.635	65.40	1.735	69.40
After 18 months .....	1.765	70.60	1.865	74.60
After 2 years .....	1.855	74.20	1.955	78.20
After 2½ years .....	1.995	79.80	2.095	83.80
<b>Clerk—Part Time</b>				
Start .....	1.415		1.515	
After 9 months .....	1.465		1.565	
After 18 months .....	1.515		1.615	
After 2 years .....	1.585		1.685	
After 2½ years .....	1.655(a)		1.795(b)	
(a) Effective 11/6/60—	\$1.675			
(b) Effective 11/5/61—	1.815			
<b>Head Cashier*</b>				
Start .....	2.025	81.00	2.125	85.00
After 30 days .....	2.045	81.80	2.145	85.80
After 6 months .....	2.090	83.60	2.190	87.60
After 1 year .....	2.135	85.40	2.235	89.40

**Head Cashier\*\***

Start .....	2.075	83.00	2.175	87.00
After 30 days .....	2.095	83.80	2.195	87.80
After 6 months .....	2.14	85.60	2.24	89.60
After 1 year .....	2.185	87.40	2.285	91.40

**Head Cashier\*\*\***

Start .....	2.125	85.00	2.225	89.00
After 30 days .....	2.145	85.80	2.245	89.80
After 6 months .....	2.19	87.60	2.29	91.60
After 1 year .....	2.235	89.40	2.335	93.40

**Head Produce Clerk\*****Head Grocery Clerk**

Start .....	2.2625	90.50	2.3625	94.50
After 6 months .....	2.3375	93.50	2.4375	97.50
After 1 year .....	2.4375	97.50	2.5375	101.50
After 18 months .....	2.525	101.00	2.625	105.00
After 2 years .....	2.6125	104.50	2.7125	108.50

**Head Produce Clerk\*\*****Head Grocery Clerk****EFFECTIVE****MAY 1, 1960**

Per Hour

Per Week

**EFFECTIVE****MAY 7, 1961**

Per Hour

Per Week

Start .....	\$2.3125	\$ 92.50	\$2.4125	\$ 96.50
After 6 months .....	2.3875	95.50	2.4875	99.50
After 1 year .....	2.4875	99.50	2.5875	103.50
After 18 months .....	2.575	103.00	2.675	107.00
After 2 years .....	2.6625	106.50	2.7625	110.50

**Head Produce Clerk\*\*\*****Head Grocery Clerk**

Start .....	2.3625	94.50	2.4625	98.50
After 6 months .....	2.4375	97.50	2.5375	101.50
After 1 year .....	2.5375	101.50	2.6375	105.50
After 18 months .....	2.625	105.00	2.725	109.00
After 2 years .....	2.7125	108.50	2.8125	112.50

**Head Produce Clerk\*\*\*\***

Start .....	2.4125	96.50	2.5125	100.50
After 6 months .....	2.4875	99.50	2.5875	103.50
After 1 year .....	2.5875	103.50	2.6875	107.50
After 18 months .....	2.675	107.00	2.775	111.00
After 2 years .....	2.7625	110.50	2.8625	114.50

### Head Dairy Clerk\*\*

Start .....	2.025	81.00	2.125	85.00
After 30 days .....	2.045	81.80	2.145	85.80
After 6 months .....	2.09	83.60	2.19	87.60
After 1 year .....	2.135	85.40	2.235	89.40

### Head Dairy Clerk\*\*\*

Start .....	2.075	83.00	2.175	87.00
After 30 days .....	2.095	83.80	2.195	87.80
After 6 months .....	2.14	85.60	2.24	89.60
After 1 year .....	2.185	87.40	2.285	91.40

\*In stores with average weekly sales of \$13,750.00 for 13 periods.

\*\*In stores with average weekly sales of \$27,500.00 for 13 periods.

\*\*\*In stores with average weekly sales of \$44,000.00 for 13 periods.

\*\*\*\*In stores with average weekly produce sales of \$5,000 for 13 periods.

The stores where the 1, 2 and 3\* rates apply shall be determined as follows:

For the first year of this agreement these rates shall be established by using the average weekly sales for the 13 Kroger periods ending February 27, 1960.

For the second year of this agreement these rates shall be established by using the average weekly sales for the 13 Kroger periods ending February 25, 1961.

In new or remodeled stores the average weekly sales for the first 12 weeks, excluding the first two weeks (the third through the fourteenth week), will be used.

1. Any employee who changes from part-time to full-time shall receive a rate on the full-time progression which is based on the accumulated hours worked in the part-time classification. Any employee who changes from full-time to part-time shall receive not less than the full-time rate established by his length of service.
2. All employees regularly employed in night stocking operations or cleaning operations after the store is closed shall receive 5c per hour in addition to the regular rate. The provisions of Article 10-D do not apply to such employees. When an employee is scheduled for some work prior to store closing and is also assigned to night stocking after store closing, the night stocking premium will apply only after store closing. An employee acting as Head Night Stock Clerk will receive 15c per hour above the top clerk rate. The employer may also, at his discretion, establish a Head Night Stock Clerk rate at 25c above the top clerk rate. Effective May 29, 1960, the 5c premium shall become 10c and the Head Night Stock Clerk differentials, above mentioned, will become 20c and 30c respectively.
3. No employee's rate shall be reduced as a result of the wage rates established by this Agreement.
4. In hiring new employees, consideration will be given to previous experience in the retail grocery field.

## SCHEDULE "C"—INSURANCE

1. The Employer will pay the premium on the basic \$2,000.00 of group life and the \$2,000.00 of group accidental death and dismemberment insurance coverage with the Prudential Insurance Company that is carried by regular employees.

2. The Employer will pay the premium on the health and accident insurance coverage with the Kemba Mutual Insurance Association that is carried by regular employees.

3. In the case of a regular employee, carrying Kemba Insurance, who is off the job due to a disability covered by Workmen's Compensation, the Company will, beginning with the 8th day of disability, pay the difference between the Workmen's Compensation Benefit and the amount he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba Benefits would have exceeded the Workmen's Compensation.

4. Effective with the first payment due after the signing of this Agreement, the Employer will pay the premium for regular employees on the Blue Cross Hospital Care plan now available for regular employees. This means either the "single" or "family" plan depending on the employee's marital status. It shall be the responsibility of the employee to advise the Employer of any change in marital status. If Blue Cross will make the present Ohio plan available to all employees covered by this Contract, then this plan will be carried for all employees.

## GROCERY CLASSIFICATIONS

### Clerk

Perform skillfully and accurately and with proper regard for the consideration due the customer, any one of the following principal operations, plus whatever additional operations may be assigned to him by the manager.

#### (a) Checking Operation (Self Service Stores)

Unload and arrange merchandise, record merchandise on register, compute and collect sales tax, total order, collect money, make change, sack merchandise, dispose of bascart, weigh and compute value of produce, stock and keep check stand in order, operate coffee mill, sell merchandise on display on check stand, mark overrings, refunds and bottle deposits.

#### (b) Produce Operation (Self Service Stores)

Trim and wash celery, head lettuce, cabbage and cauliflower; wash and/or condition spinach, leaf lettuce, asparagus, kale, and similar vegetable items. Plan and put up vegetable displays. Inspect, plan and display citrus fruits, apples, potatoes, sweet potatoes, onions and similar items. Price tag each display. Give vegetables day care by sprinkling proper items, rotating, rearranging; give night care by assorting and packing vegetables in produce barrel with ice. Sweep and mop floor. Wash racks and equipment. Weigh merchandise correctly and compute price with scale. Sell produce to customers, wrap and bag produce for customers. Distinguish between good and off-grade produce and record spoilage.



Care for surplus merchandise properly. Help unload truck, check order, and haul merchandise to display rack.

**(c) Stocking Operation (Self Service Stores)**

Help unload truck. Check the order. Haul merchandise and spot at shelves, open cartons, price mark merchandise, place merchandise on shelves, collapse empty cartons and tie in bundles for salvage. Make price changes by removing old prices from cans and re-stamping with new price. Count and record quantity on hand of each item for price changes and change shelf tags. Take care of pricing equipment by washing stamps and inking pads and keeping price marking supplies in proper place. Keep surplus merchandise in order in the back room; rotate surplus and refill shelves from surplus. Prepare salvage for return to the warehouse by assembling empty bread boxes, produce boxes, banana boxes, egg crates, packing cases, bushel baskets, vinegar barrels, burlap, cloth and mesh bags of all types, soft paper and cardboard, empty bottles and other reusable factory containers. Clean and dust tables and floats. Build displays.

**(d) Sales Operation (Service Stores)**

Sell and weigh merchandise, compute prices, record sales on sales pad, total order, ring register, collect money, make change, compute and collect sales tax, stock shelves, make price changes, prepare salvage for return to warehouse, build displays; trim, display and care for produce; perform cleaning and other utility operations.

### **Head Cashier**

Perform with above average skill, accuracy and regard for the customer one of the principal operations listed under the clerk classification;  
and

Assume one set of added responsibilities listed below:

- (1) Supervise the operation of all check stands; balance registers; provide change; stock check stands; order bread, cake, coffee, cookies and all check stand merchandise.
- (2) Balance registers, make bank deposits; prepare sales and cash report, charge and credit sheets, weekly payroll report, and supporting papers for these reports.

### **Head Produce Clerk**

Perform with above average skill, accuracy and regard for the customer the principal operations listed under the produce operation in the clerk classification;  
and

Order all produce, plan special promotions and displays, determine mark downs consistent with quality to sell the merchandise at a minimum loss, supervise the work of all subordinates in the produce department.

### **Head Grocery Clerk**

Responsible to store manager for maximum sales, correct pricing, ordering of merchandise, stocking merchandise, display floats, window signs, banners, cleanliness of store, unloading from truck, proper rotation of merchandise, supervision and assignment of personnel.

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**U. S. DEPARTMENT OF LABOR**  
**BUREAU OF LABOR STATISTICS**  
**WASHINGTON 25, D. C.**

*Im.*  
MAR 27 1961

March 2, 1961

Mr. G. Porcaro, President and Business Representative  
Retail Clerks International Association, Local # 1109  
625 College Street  
Cincinnati, Ohio

Dear Mr. Porcaro:

We have in our file of collective bargaining agreements a copy of your agreement with the Kroger Company. This agreement expired May 1960.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Ewan Clague*  
Ewan Clague

Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1650

2. Number and location of establishments covered by agreement \_\_\_\_\_  
Approximately 75 stores. See attached list for locations

3. Product, service or type of business Food, service type of business

4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

*G. Porcaro*  
(Your name)  
*625 College St.*  
(Street)

*Ewan Clague*  
(Position)  
*Cincinnati, Ohio*  
(City and State)

*See other attachment*

MAR 27 1961

Locations of stores covered by this agreement are as follows;

Hamilton County, Ohio  
Butler County, Ohio  
Warren County, Ohio  
Claremont County, Ohio  
Harrison County, Ohio

Kenton County, Kentucky  
Campbell County, Kentucky  
Boone County, Kentucky  
Cynthiana, Kentucky

Lawrenceburg, Indiana  
Aurora, Indiana  
Brooksville, Indiana

U.S.A.  
25% COTTON FIBER  
C-110E  
GIBBY BOND