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8-11-1963

## Wyatt Food Stores and Retail Clerks Union Locals 368, 1549

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## Wyatt Food Stores and Retail Clerks Union Locals 368, 1549

### Location

Dallas, TX; Fort Worth, TX

### Effective Date

8-11-1963

### Expiration Date

8-13-1966

### Number of Workers

750

### Employer

Wyatt Food Stores, division of the Kroger Co.

### Union

Retail Clerks Local Union

### Union Local

368, 1549

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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### Comments

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I N D E X

RETAIL CLERKS LOCAL UNIONS NOS. 368 and 1549 - DALLAS

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AGREEMENT

JUL 7 1964

This Agreement has been entered into between the Dallas Division of The Kroger Co., Dallas, Texas or its successors, hereinafter designated as the Employer and the Retail Clerks Local Union Nos. 368 and 1549, A.F.L. - C.I.C., chartered by the Retail Clerks International Association, A.F.L. - C.I.O., hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and 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. COVERAGE, CHECK-OFF, AND AGENCY SHOP

A. The Union shall be the sole and exclusive bargaining agent for all retail store employees in the stores of the Employer in Dallas and Tarrant Counties, Texas, excluding store managers, assistant or co-managers, grocery managers, meat department manager all meat department employees, package boys, working twelve (12) hours or less per week, watchmen, guards, and supervisors as defined in the Act.

B. The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues from third 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 Local Union.

C. The following agency shop agreement shall become effective August 5, 1962:

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 who are not members of the Union 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.

## ARTICLE 2. (Cont'd)

In consideration of the Employer's entering into the above agency shop agreement, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs of the Employer 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 Texas 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 Unions, party to this Agreement will agree to indemnify the Employer as above set forth provided that any adverse decision or ruling by the Texas State Supreme Court or the N.L.R.B. is upheld by the United States Supreme Court and provided further that the Local Unions will not be liable for such indemnification if the Employer, party to this Agreement agrees to an agency shop clause with any other labor organization that does not similarly indemnify the Employer.

For existing employees such payment shall start thirty-one (31) days after August 5, 1962 and for new employees, hired after August 5, 1962 the payment shall start thirty-one (31) days following date of employment.

## ARTICLE 3. MANAGEMENT RIGHTS

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 and provided further that this right is not in conflict with any other provision of this Agreement.

## ARTICLE 4. DISPUTE PROCEDURE

A. The Union shall have the right to designate shop stewards for each store. The shop stewards so designated shall not exceed two (2) per store.

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:

ARTICLE 4. (Cont'd)

STEP 1. By conference between the aggrieved employee, the shop steward, or both and the manager of the store.

STEP 2. By conference between the shop steward and/or the business agent and the zone manager.

STEP 3. By conference between an official of the Union and the Divisional Vice-President, a representative of the Employer so delegated by the Divisional Vice-President, or both.

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

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third arbitrator may be selected. Failing to agree upon an arbitrator from this panel, said two (2) persons shall request an additional panel or panels of arbitrators until a mutually agreeable third arbitrator is selected. The decision of the majority of the Board shall be binding upon the Employer, the Union and the aggrieved employee. The expense of the third arbitrator shall be paid for jointly.

D. The Employer shall not discharge any employee without just cause and shall give at least one written warning notice of the specific complaint or complaints against such employee to the employee, except that no warning notice need be given to any employee before discharge if the cause for such discharge is dishonesty, drunkenness, recklessness resulting in a serious accident while on duty, falsification of application for employment, or refusal of the employee to accept a job assignment. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer within seven (7) calendar days asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within ten (10) calendar days, it shall be referred to the Board of Arbitration. Should the Board of Arbitration rule that it was an improper discharge, the Employer shall reinstate the employee in accordance with the findings of the Board.

F. No grievances will be discussed unless the outlined procedure has been followed except as otherwise provided in Article 4, paragraph J.

F. Lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves concerning disputes, shall not take place during working hours.

G. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this agreement are being complied with.

ARTICLE 4. (Cont'd)

H. Grievances must be presented in writing and no grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened. Where an employee has no knowledge that he is aggrieved until he receives his pay check for the period in question, such ten (10) calendar days shall date from the day that he received such pay check.

I. It is agreed that steps 1 and 2 of this dispute procedure may be waived if acceptable by both the Employer and the Union.

J. The Board of Arbitration is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisionf of this Agreement.

ARTICLE 5. NO STRIKE, NO LOCKOUT

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 when his health and safety would be endangered.

ARTICLE 6. OTHER AGREEMENTS

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

ARTICLE 7. OTHER WORK

A. Employees shall perform any work which the manager of the store or zone 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, unless due to a decrease of work, he has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff. Where a department head is demoted for just cause, he or sha shall be returned to the highest full-time clerk rate.

B. Any employee assigned to relieve a produce department head for a period of one (1) week or more and who assumes normal duties of the job, shall receive the contract rate in effect in the store involved, for such time spent on relief. Any employee assigned to relieve a head cashier for a period of one (1) week or more and who assumes normal duties of the job shall receive the minimum contract rate for head cashier for such time spent on relief.

ARTICLE 8. UNION SECURITY PROVISION

A. If, during the life of this Agreement or any renewal or extension thereof, the laws of the State of Texas are changed, or amended to make Union Shop Agreements valid, subsection "B" of Article 8 shall immediately become effective upon the earliest date permitted by such enabling legislation as a part of this Agreement or any renewal or extension thereof.

ARTICLE 8. (Cont'd)

B. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement or on the day thereafter become and remain members in good standing in the Union. It shall also be a condition of employment that employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment or the day thereafter become and remain members in good standing in the Union.

ARTICLE 9. WAGES

A. Rates of pay as set forth in Wage Schedule "A" 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. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

ARTICLE 10. WORKING CONDITIONS

A. The hours for each employee shall be scheduled by the Employer. A schedule for full-time employees shall be posted by noon Friday for the succeeding week and such schedule shall not be changed unless such change is necessitated by sickness or emergency. Emergency means strike, fire, flood, etc.

A schedule for part-time employees shall be posted by noon Friday for the succeeding week. This schedule is subject to change based on the needs of the business.

B. If a full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid payment of overtime.

C. The work week shall consist of not more than forty (40) hours to be worked in five (5) days, not necessarily consecutive. The five (5) day week shall not apply to students during the school term.

D. All work in excess of forty (40) hours shall be paid for at time and one-half.

E. All work in excess of nine (9) hours per day except one (1) day per week in excess of ten (10) hours per day shall be paid for at time and one-half. Time and one-half shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

F. Time and one-half the employees straight time hourly rate shall be paid for hours worked on Sunday. Effective the Sunday immediately following execution of this Agreement, time and one-half his straight time hourly rate shall be paid to any



ARTICLE 10. (Cont'd)

clerk for hours worked on any holiday set forth in Article 21, Paragraph A. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing over-time. 49  
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G. Any employee, except students working after school hours on week days, who is instructed to report for work shall be guaranteed at least four (4) hours work or four (4) hours straight time pay in lieu thereof.

H. No employee shall work a split shift.

I. Employees shall be allowed one (1) hour each day for lunch between the beginning of the fourth (4th) hour and the beginning of the sixth (6th) hour after starting time.

J. Employees will be given one (1) paid rest period of fifteen (15) minutes for each one-half ( $\frac{1}{2}$ ) day worked but no more than two (2) rest periods in any day worked. These rest periods shall be in lieu of and not in addition to previous informal rest periods.

K. Employees shall be allowed to keep all tips. Soliciting tips will be cause for discharge.

L. The Union store card and/or decal shall be displayed in all stores covered by this Agreement. The store card is and shall remain the property of the Union.

M. Any uniforms deemed necessary by the Employer shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished by the Employer, such uniforms shall be laundered by the employee. Porter uniforms as issued will be laundered by the employee.

N. When additional hours are added in a store, such hours shall be given to an employee in the same classification in the same store if available and qualified to do the work, before a new employee is hired in that classification in that store. The Employer is not obligated to give such hours to an employee where such hours would cause payment of weekly or daily overtime or split shifts and Article 10, Paragraph G on call in pay shall not apply to such additional hours. It is further understood that this paragraph does not mean that one employee may claim hours from another employee's schedule.

ARTICLE 11. JURY DUTY

In case a regular employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work but in no case for more than the number of hours in the basic work week. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury fees but this privilege will be extended only once in any three (3) successive years. The employee will notify the Employer upon receipt of jury service notice as soon as possible.

ARTICLE 12.      SEPARATION PAY

A full-time employee with more than six (6) months full-time service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one weeks notice or one weeks pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week which, at the option of the Employer may either be worked out or paid in lieu of notice.

ARTICLE 13.      LEAVE OF ABSENCE

A.                    Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor convention or serve in any capacity on other official Union business. The employee shall upon returning to work receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least one (1) weeks notice in writing specifying the length of time off. Such leave of absence shall be limited to twelve (12) months.

B.                    Personal Leave of Absence: Leaves of absence up to thirty (30) days shall be granted for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.

50/1  
C.                    Pregnancy: Female employees with twelve (12) or more months service as a regular employee with the Employer may make a written request for leave of absence in case of pregnancy. The leave must commence before the end of the fourth month of pregnancy and will expire not later than three (3) months after the birth or miscarriage. Said employee will be eligible for the first opening of employment within thirty (30) days after employee notifies the Employer of availability for work and has a doctor's release. If there is no opening within thirty (30) days after notification of availability for work the employee shall be given employment at the end of thirty (30) days from such notification. To qualify for a second pregnancy leave, the employee must have completed at least twelve (12) months continuous full-time service on the job since returning to work from her first pregnancy leave. In no case shall an employee be granted more than two (2) pregnancy leaves of absence.

D.                    Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss of seniority. In case of a pregnancy leave, seniority shall be retained but will not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

ARTICLE 14.      HEALTH & WELFARE

A.                    This Article shall become effective September 1, 1964.

B.                    The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) immediately preceding the first day of any calendar month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date. However, an employee who has worked an average of thirty-two (32) hours per week for the period of eight (8) consecutive calendar weeks (256 hours) immediately preceding September 1, 1964 shall become eligible for health and welfare benefits on such date and such date shall be his eligibility date. Regular employees (by Employer's definition) who are off work and receiving Kemba benefits or Workmen's Compensation shall have such time considered as time worked for eligibility purposes in computing the 256 hours worked immediately preceding September 1, 1964.

C.                    Effective September 1, 1964 with respect to employees eligible on that date and effective on the first day of the calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) with respect to employees who complete the eight (8) consecutive calendar week (256 hours) period after September 1, 1964, the Employer shall contribute the sum of twenty-one dollars (\$21.00) per month for each eligible employee to the Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereafter entered into by the parties hereto for the purpose of providing such health and welfare benefits. Such Health and Welfare Trust Fund shall be a jointly administered Employer and Union Trust Fund.

D.                    Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below:
2. the employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours) immediately preceding the first day of any calendar month.

E.                    Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.

ARTICLE 14. - HEALTH AND WELFARE (Cont'd)

3. In case of illness, two (2) month's contribution following the month in which the illness occurs. .
4. In case of compensable injury, three (3) month's contribution following the month in which the injury occurs.
5. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause or resigns to go into business for himself.

F. Effective September 1, 1964, all of the Employer's established insurance program, including Prudential basic and supplemental life insurance, Prudential accidental death and dismemberment insurance, Kemba health and accident insurance, Blue Cross hospitalization insurance and Prudential surgical-medical insurance shall be discontinued. The Employer's payment of the difference between Workmen's Compensation Benefit and the amount the employee would have received from Kemba had it not been a Workmen's Compensation Case will also be discontinued as of September 1, 1964.

ARTICLE 15.      MILITARY LEAVE

Any employee in military service under the provisions of Federal Law shall be returned to his job and retain his seniority in accordance with such law. An employee on National Guard or Reserve Duty will not be required to use his vacation for this purpose.

ARTICLE 16.      DEATH IN FAMILY

In case of a death in the immediate family of any regular employee, he, provided he attends the funeral, shall be paid for a reasonable period of absence depending upon the circumstances, but not to exceed a maximum of three (3) days and in no case shall he be paid for more than the number of hours in the basic work week. "Immediate family" shall include spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or any relative residing with him.

ARTICLE 17.      BULLETIN BOARD

The Employer shall make available to the Union a place in each store to post whatever notices may be necessary for the conducting of the Union's business.

ARTICLE 18.      REGULAR EMPLOYEE

The Employer's definition of a "regular employee" shall apply wherever the term "regular employee" appears in this Agreement. Any liberalization of this definition will apply to this Agreement.

ARTICLE 19.      PREVIOUS EXPERIENCE

- A.            Previous proven comparable experience within five (5) years from date of present employment, shall be the basis for determination of employee's rate of pay.
- B.            Previous experience must be stated at the time of employment and shown on application for employment. Falsification of application shall be reason for discharge.
- C.            Claims for rate adjustment based on previous experience must be filed within thirty (30) days from the date of employment, otherwise the employee forfeits any claim under this provision. Rate adjustments based on previous experience will be retroactive to date of employment.

ARTICLE 20      VOTING

Texas law regarding employees time off for voting shall be followed.

ARTICLE 21.      HOLIDAYS

A.            The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day or on days legally celebrated in lieu thereof. Employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent during a holiday week shall not be paid holiday pay unless such absence is due to proven illness or is excused by the Employer in which case the employee shall receive holiday pay, provided he worked any part of the holiday week. Overtime at time and one-half ( $1\frac{1}{2}$ ) will not be paid during a holiday week until the hours actually worked exceed the normal work week. Any extra hours worked during the holiday week which do not exceed the normal work week will be paid for at straight time.

B.            Effective the Sunday immediately following execution of this Agreement, a part-time clerk who works his scheduled hours and works thirty-two (32) or more hours in a week in which one of the holidays set forth in Article 21 Paragraph A occurs shall be eligible for holiday pay. Effective this same date, a regular employee who works his scheduled hours in a week in which one of the holidays set forth in Article 21 Paragraph A occurs but works less than thirty-two (32) hours shall receive holiday pay on the basis on one-fifth ( $1/5$ ) of the hours worked in the holiday week multiplied by his straight time hourly rate of pay.

C.            Effective August 9, 1964, the following shall replace Paragraph B immediately above:

C.-1.            A part-time clerk who has worked in twelve (12) weeks or more, who works his scheduled hours in a week in which one of the holidays set forth in Article 21 Paragraph A occurs, and who works more than twenty-four (24) hours in such holiday week, shall

ARTICLE 21. (Cont'd)

be paid holiday pay on the basis on one-fifth (1/5) of the hours worked in such holiday week multiplied by his straight time hourly rate. A regular employee who works as scheduled and works thirty-two (32) hours or more in such holiday week shall receive eight (8) hours holiday credit. A regular employee who works as scheduled in such holiday week and works less than thirty-two (32) hours shall receive holiday pay on the basis of one-fifth (1/5) of the hours worked in the holiday week multiplied by his straight time hourly rate of pay.

ARTICLE 22. VACATIONS

A. Employees will be entitled to vacations according to the policy of the Employer, a summary of which is attached as Schedule "B" except that employees with twelve (12) years (effective January 1, 1964, ten (10) years) full-time continuous service shall receive three (3) weeks vacation and effective January 1, 1965, employees with twenty (20) years full-time continuous service shall receive four (4) weeks' vacation.

B. In case a granted holiday falls during an employee's vacation the employee shall be granted an additional day of paid vacation or eight (8) hours pay at his straight time rate in lieu thereof. The Employer shall have the option as to the additional day of vacation or eight (8) hours pay.

C. Effective August 9, 1964, a part-time clerk who is not a regular clerk and is not entitled to a vacation according to the policy of the Employer shall be granted a part-time vacation under the same general rules as set forth in the policy of the Employer for regular employees except that the maximum vacation shall be two (2) part-time weeks and further provided that the clerk has worked more than an average of twenty-four (24) hours per week in his vacation-qualifying year. Such paid vacation shall be figured by dividing the total hours worked by the clerk in his vacation-qualifying year by fifty-two (52) and multiplying by the number of weeks of vacation to which he is entitled.

ARTICLE 23. SENIORITY

A. In layoffs and rehiring, 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 reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such lists shall be available to the Union at all times. Dallas and Tarrant Counties shall be separate for seniority purposes. On permanent transfers out of an administrative zone, consideration will be given to the employees wishes.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he

ARTICLE 23 (Cont'd)

has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

C. During the first thirty (30) days of employment, a new employee shall be employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days. However, if the employee is retained following the thirty (30) day trial period, his seniority will revert to the last date of hire.

D. At the end of each Kroger four (4) week period, the Employer will furnish the Union a list of new employees who were hired during the period, together with their store numbers and their social security numbers.

ARTICLE 24. UNION COOPERATION

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.

E. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

ARTICLE 25 GENERAL

A. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto.

B. Nothing contained in this Agreement is intended to violate and Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation then that part shall be null and void, and the parties agree that they will within thirty (30) calendar days, begin negotiations to replace said void part with a valid provision.

ARTICLE 26.      EXPIRATION

This Agreement shall continue in effect from August 11, 1963 through August 13, 1966 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 the expiration date or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1963.

FOR THE UNION:

Richard Anderson  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

Arthur Evans  
Marnix H. Saunders  
\_\_\_\_\_



SCHEDULE "A" - WAGES

	<u>Effective</u> 8/11/63 <u>Hourly Rate</u>	<u>Effective</u> 8/9/64 <u>Hourly Rate</u>	<u>Effective</u> 8/8/65 <u>Hourly Rate</u>	<u>Effective</u> 2/13/66 <u>Hourly Rate</u>
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FULL-TIME CLERK

MALE

First 6 months	\$1.44	\$1.44	\$1.46	\$1.49
Second 6 months	1.52	1.52	1.54	1.57
Third 6 months	1.60	1.60	1.62	1.65
Fourth 6 months	1.65	1.65	1.68	1.71
Fifth 6 months	1.73	1.73	1.76	1.79
Sixth 6 months	1.79	1.79	1.83	1.87
Seventh 6 months	1.95	1.93	2.03	2.08
Eighth 6 months	2.02	2.05	2.10	2.15
Thereafter	2.24	2.27	2.32	2.37

FEMALE

First 6 months	\$1.44	\$1.44	\$1.46	\$1.49
Second 6 months	1.52	1.52	1.54	1.57
Third 6 months	1.60	1.60	1.62	1.65
Fourth 6 months	1.65	1.65	1.68	1.71
Fifth 6 months	1.73	1.73	1.76	1.79
Sixth 6 months	1.79	1.79	1.83	1.87
Thereafter	1.95	1.93	2.03	2.08

PORTER

First 6 months	\$1.40	\$1.40	\$1.40	\$1.40
Second 6 months	1.46	1.46	1.46	1.46
Thereafter	1.55	1.57	1.61	1.65

(1) HEAD CASHIER

(2) Average Wkly. Total Sales

\$20,000.00 or less	\$2.05	\$2.05	\$2.10	\$2.15
(3) \$20,001.00 to \$30,000.	2.10	2.10	2.15	2.20
(3) \$30,001.00 and up	2.15	2.15	2.20	2.25

(1) PRODUCE DEPT. HEAD

(2) Average Weekly Produce Sales (Produce and Frozen Foods as presently set up in the Produce Department.)

\$3,500.00 or less	\$2.37	\$2.37	\$2.42	\$2.47
3,501.00 to \$4,000.00	2.43	2.43	2.48	2.53
4,001.00 to 4,500.00	2.49	2.49	2.54	2.59
4,501.00 and up	2.55	2.55	2.60	2.65

(4) PACKAGE BOY

\$1.075	\$1.15	\$1.25	\$1.25
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Part-time clerks shall start at the first six (6) months rate for full-time clerks and will advance up the full-time wage scale on the basis on one bracket for each 1040 hours worked. Hours on such part-time employees are to be accumulated from the last date of hire.

(1) Where designated by the Employer.

(2) Average weekly sales are to be figured for 52 weeks ending July 13, 1963.

WAGE SCHEDULE "A" (Cont'd)

- (3) These rates for Head Cashiers shall apply only if and when an employee demonstrates the ability to supervise the front end of the store.
- (4) The duties of the package boy shall be sacking, carrying customers' purchases, handling bascartts, performing clean-up work around the check stands and store entrance area, assiting customers in the parking lot and handling empty bottles.

In new or remodeled stores, the department head will be paid his present rate for the first fourteen (14) weeks of operation. The new rate for the department head will be determined by applying the average weekly department sales for Produce Department Head and the average weekly total sales for Head Cashier for the last twelve (12) of the first fourteen (14) weeks to be the above schedule and the department head will be paid the new rate retroactive to the opening or remodeling date.

Effective August 8, 1965, department heads will be reviewed on the average weekly sales for the fifty-two (52) weeks ending July 10, 1965, and rates will be adjusted accordingly.

## SCHEDULE "B" - VACATION POLICY

### 1. ELIGIBILITY

- A. A regular employee will be eligible for a one-week vacation as of the first anniversary of his beginning date of continuous full-time service provided he has completed one year of continuous full-time service as of that date.
- B. After qualifying for his first one-week vacation, a regular employee who has completed one year of continuous full-time service (but less than three years) prior to January 1 is eligible for a one week vacation as of January 1.
- C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.
- D. After qualifying for his first two-week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

### 2. VACATION PAY

- A. Employees will be paid their straight time earnings for their basic work week.
- B. Vacation pay will be paid in advance.

### 3. GENERAL PROVISIONS

- A. Vacation must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.
- B. If an employee qualifies for a one-week 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.
- C. Choice of vacation dates will be granted on the basis of seniority consistent with the operation of the business.

4. SEPARATIONS

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice) goes into military service or is separated for any reason other than confessed or proven dishonesty he shall receive his vacation pay at the time of leaving.

5. EFFECT OF ABSENCE LEAVES

Leaves totalling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than 90 days but not over 130 days shall reduce vacation and vacation pay by one-fourth; leaves totalling more than 130 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totalling more than 270 days shall disqualify for vacation.

NOV 9 1963

BLS 2452

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Budget Bureau No. 44-R003.11  
Approval expires March 31, 1967

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON 25, D. C.  
October 15, 1963

*II x 8/66*  
*P. 1 is missing - being requested 5/64 crw*

Mr. Richard Gardenour  
~~Kroger Company~~ *Retail Clerks #368*  
Room 225 - Reliance Building  
505 North Ervay Street  
Dallas, Texas

Dear Mr. Gardenour:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Retail Clerks International Association, locals 368 and 1549, covering the Wyatt Food Stores Division in Dallas and Tarrant Counties, Texas. This agreement expired August 1963.

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

*you send over the 1100 ser. - card 177 for mid book. crw*

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 750
2. Number and location of establishments covered by agreement 36  
Dallas & Tarrant Counties, Texas
3. Product, service, or type of business Food Sales
4. If previous agreement has been extended without change, indicate new expiration date

Richard Gardenour  
(Your name)  
505 N. Ervay St.  
(Street)

Seny - Tres  
(Position)  
Dallas, Texas  
(City and State)