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12-29-1963

# Kroger and Retail Store Employees Union, Local 655

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# Kroger and Retail Store Employees Union, Local 655

Location St. Louis, MO Effective Date 12-29-1963

**Expiration Date** 

5-1-1966

Employer Kroger Co.

Union

Retail Clerks' International Association

**Union Local** 

655

**NAICS** 

44

Sector

Ρ

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#### Comments

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# **AGREEMENT**

Retail Store Employees' Union Local No. 655

AND

The Kroger Company

of ST. LOUIS, MISSOURI

1964 - 1965

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### INDEX

ART	FICLE NO. Pa	age
1.	Intent and Purpose	1
2.	Coverage	1
3.	Shop Condition	2
4.	Management Rights	3
5.	Dispute Procedure	3
6.	Separation Pay	6
7.	Falsification of Payroll	6
8.	No Strike, No Lockout	6
9.	Holidays and Vacations	6
10.	Wages	9
11.	Working Conditions	9
12.	Insurance	13
13.	Seniority	14
14.	Military Service	15
15.	Union Cooperation	15
16.	Expiration	16
	Schedule "A" Wages	17

#### — AGREEMENT —

This Agreement was entered into by and between the Kroger Co., of St. Louis, Missouri, hereinafter designated as the "Employer" and the Retail Clerks' International Association, Local Union No. 655, affiliated with the American Federation of Labor, hereinafter designated as the "Union."

#### ARTICLE 1

#### INTENT AND PURPOSE

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

#### COVERAGE

- A. The Union shall be the sole collective and exclusive bargaining agent for all employees working in the retail stores, in St. Louis, St. Louis County and St. Charles, Missouri, except store managers and those employed in the meat department.
- **B.** A regular employee is one who is employed an average of twenty-five (25) hours or more per week for a period of four (4) weeks. All other employees shall

be considered part-time employees.

An employee who works twenty-five (25) hours or more in any week will receive the full-time rate of pay. An employee who works less than twenty-five (25) hours in any one week shall receive the part-time rate of pay.

- C. No person other than the store manager, bonafide members of the Union, and employees working the first 30 days of their employment shall handle or sell groceries or vegetables or any other merchandise sold in the grocery department of the store.\*
- \*As of the effective date of this Agreement the above restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respects: Union members entering the stores for the purpose of delivering bread and milk.
- D. 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 3

#### SHOP CONDITION

- A. All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor Management Relations Act of 1947, as amended.
- B. All new employees shall report to the Union office before beginning to work and register and must become members

of the Union thirty-one (31) days after their employment date and thereafter shall as a condition of employment, maintain membership in good standing, consistent with the provisions of the Labor Management Relation's Act of 1947, as amended.

C. No employee shall be deprived of membership in the Union except in accordance with the constitution and bylaws of the Union.

#### ARTICLE 4

#### 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.

#### ARTICLE 5

#### DISPUTE PROCEDURE

A. The Union shall have the right to designate a shop steward for each store. A list showing the names and store addresses of all stewards is to be submitted

to the Employer. The steward shall have the top seniority with respect to lay-offs in his or her particular store.

**B.** Should any differences, dispute 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 shop steward, or both, and the store manager.

Step 2. By conference between the business agent and the zone manager.

Step 3. By conference between an official or officials of the Union and the personnel manager, the Divisional Vice-President, or a representative of the Employer, designated by the Divisional Vice-President.

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 person appointed by the Union and one person appointed by the Employer, and an impartial third party chosen by the first two. If the third arbitrator cannot be chosen within three (3) days then the Federal Mediation and Conciliation Service will be requested to furnish a panel of names from which the third arbitrator may be chosen. The decision of the majority shall be binding on both parties. The expenses of the third arbitrator shall be paid for jointly.

D. The Employer may at any time discharge any worker for proper cause. The

Union may file a written complaint with the Employer within five days after the date of discharge, 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 a twenty-four (24) hour period to the Board of Arbitration, Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee and pay him compensation at his regular rate for the time lost. Such a complaint must be settled within twenty (20) days from its receipt, including the decision of the Arbitration Board.

E. Grievances must be taken up promptly, and no grievance will be considered, discussed or become arbitrable which is presented later than twelve (12) calendar days after such has happened.

**F.** The Employer shall have the right to call a conference with a shop steward or officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

G. Grievances will be discussed only through the outlined procedure, except in cases where there are no shop stewards Step 1 shall be omitted.

H. Any accredited Union official shall be granted access to the store for the purpose of satisfying himself that the terms of the Agreement are being complied with, but such official shall not interfere with the duties of employees or the business of the Employer.

#### ARTICLE 6

#### SEPARATION PAY

A regular employee who is separated for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction of force shall be given 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.

#### ARTICLE 7

#### FALSIFICATION OF PAYROLL

Falsification of payroll records shall be cause for discharge.

#### ARTICLE 8

#### 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, except where Kroger members of Local No. 655 are affected.

**B.** The Employer agrees that there shall be no lockout. The failure of any member of the Union to pass through any American Federation of Labor picket line where The Kroger Co. is involved shall not constitute a violation of this Agreement.

#### ARTICLE 9

#### HOLIDAYS AND VACATIONS

A-1. There shall be no work on Sundays or the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or on days legally celebrated in lieu thereof. Any additional holidays pro-

claimed by the President of the United States, by Act of Congress, or by the Governor of the State of Missouri commemorating the victory of the allied powers over Germany and Japan, or either of them, shall be observed the same as the above mentioned holidays, if it is generally observed by the retail stores of St. Louis, Missouri. There shall be no work after six (6) p. m. on Christmas Eve and New Year's Eve. On Congressional Election days, regular full-time employees who are regularly scheduled for work on that day and who are eligible to vote, and vote, shall receive four (4) consecutive hours time off with pay at straight time rates on that day, such hours to be determined by the Employer.

- A-2. If in case of emergency employees are required to work on Sunday they shall be paid at the rate of time and one-half the employee's regular rate. If in case of emergency employees are required to work on any of the above named holidays, excepting Labor Day, they shall be paid at the rate of time and one-half the employee's regular rate in addition to the Holiday pay.
- A-3. The Employer must obtain permission from the Union office before the employees work in an emergency. In the event a sudden emergency occurs while the Union office is closed, the Employer must, within forty-eight (48) hours notify the Union office of such emergency.
- **B.** All regular employees who have not been absent of their own accord on either the working day before or the working day after a holiday shall receive pay for any of the above named holidays, in ad-

dition to the hours worked during the week in which they occur, in accordance with the following schedule:

Between 25 hours to 32 hours per week - 6 hours pay

Between 32 hours to 36 hours per week - 7 hours pay

Over 36 hours per week -

8 hours pay

During weeks in which holidays occur, regular employees will be scheduled for thirty-two (32) hours work in four (4) days. Weekly over-time will not be paid in a holiday week until after forty (40) hours of actual work.

C. All regular employees who have been in the continuous employment of the Employer for one year or more shall be granted one week's vacation with pay based on the average number of hours worked for twelve months immediately preceding vacation. All regular employees who have been in the continuous employment of the Employer for three years or more shall be granted two weeks' vacation with pay based on the average number of hours worked for twelve months immediately preceding vacation. All regular employees who have been in the continuous employment of the Employer for ten (10) years or more shall be granted three (3) weeks' vacation with pay based on the average number of hours worked for twelve (12) months immediately preceding vacation. Employees with twenty (20) years continuous employment will receive four (4) weeks vacation with pay. Effective May 1, 1965 employees with eighteen (18) years continuous employment will receive four (4) week's vacation with pay.

**D.** If a holiday occurs during an employee's vacation he shall be paid an additional day's pay or receive an additional day off in addition to his vacation pay.

#### ARTICLE 10

#### WAGES

Rate of pay as set forth in Schedule "A" attached hereto, shall remain in effect for the life of this Agreement. In the event of Federal legislation affecting wages and hours, this Agreement may be reopened for wage and hour negotiations only.

#### ARTICLE 11

#### WORKING CONDITIONS

A. The maximum work week for all employees covered by this Agreement, payable on straight time basis, shall be forty (40) hours. All time worked in excess of forty (40) hours shall be paid at the rate of time and one-half.

**B.** The regular work day for all employees shall not exceed eight (8) consecutive hours per day except two (2) days per week when nine (9) hours may be worked at straight time rates of pay.

Effective the week following the signing of this Agreement, time and one-half (1/2) will be paid after eight (8) hours in any one day.

C. All time worked in excess of forty (40) hours per week or eight (8) hours per day, except as provided in "B" above shall be paid at a rate of time and one-half the employee's regular rate of pay.

D. All regular employees shall receive one full day off per week between Monday and Saturday inclusive. E. All time worked on the scheduled day off shall be paid at the rate of time and one-half the regular rate.

F. Overtime shall be paid on the day or on the week, whichever is greater, but in no case on both.

**G.** In stores where it is impossible to use a substitute for the lunch hour, such stores shall close for one-half hour.

H. The meal period shall not exceed one hour and shall be allowed between the beginning of the fourth hour and the beginning of the sixth hour after starting time.

I. The Employer or the manager will post a working schedule every Monday, satisfactory as far as possible to all employees. This schedule shall be accessible to all employees and the Union.

J. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer.

K. Any employee, except clerks working after school hours on week days, who is instructed to report for work shall be guaranteed at least four (4) hours' work. Students who are available for as much as four hours of work during regular store hours, shall be covered by the four (4) hour guarantee on each day they are scheduled. If scheduled on Saturday, part-time employees shall be guaranteed eight (8) hours if available to work as scheduled.

L. Starting time for full-time employees shall not be changed without twenty-four (24) hours notice to each employee affected by such change, except in case of emergency, caused by illness, absenteeism, etc.

- M. No employee shall be required to work between the hours of 10:00 P. M. and 6:00 A. M., except that effective with the signing of this agreement regular clerks and department heads may be scheduled to start their work days at 5:00 A. M.
- N. No employee shall be required to work split hours.
- O. All stores having a weekly sales average in excess of \$12,000.000 shall have either a head grocery clerk or a head produce clerk. Stores having a weekly sales average in excess of \$18,000.000 shall have both a head grocery clerk and a head produce clerk. The Employer reserves the right to designate which other stores shall have these head grocery clerks and head produce clerks, but the Employer will consider suggestions from the Union.
- P. Effective with the signing of this agreement, any employee advancing from clerk to head produce clerk or head grocery clerk shall receive one-half (1/2) the difference between the two rates immediately, and after a ninety (90) day period shall receive the full contract rate on classified job. Employees presently receiving the classified rate shall not be affected by the above. Regular employees relieving a department head for one week or more shall receive the department head's rate of pay.
- Q. The Union store card shall be displayed in all stores covered by this Agreement.
- R. It is agreed that night work (after 6 P. M.) will be assigned on an equitable basis between all full-time employees and that no regular employee will be required

to work more than two nights per week during a normal work week.

S. Full-time female employees and male clerks working as checkers shall receive two rest periods of fifteen (15) minutes daily each without loss of pay. All other employees shall receive two ten (10) minute rest periods daily. The first shall occur in the morning and the second in the afternoon or the first in the afternoon and the second in the evening. Parttime female employees and male clerks working as checkers who work four (4) consecutive hours shall be entitled to one fifteen (15) minute rest period, without loss of pay. (Other part-time male employees who work four (4) consecutive hours shall receive a ten (10) minute rest period. The rest period shall be in lieu of and not in addition to the previous informal rest periods.

T. No regular employee shall suffer any reduction in take home pay when summoned for Jury Duty. This situation shall not exceed ten (10) working days per calendar year.

U. Employees will be paid not to exceed three (3) days pay in the event of a funeral of the employee's immediate family if the funeral takes place on work days. Immediate family is defined as parents, brother, sister, spouse, son, daughter, or any other relative residing with the employee.

V. Leave of absence may be granted to those employees having one (1) or more years of service, subject to written approval of Personnel Department. The Union is to be notified of any such approval.

Leave of absence for National Guard

duty will be granted without pay if not taken during vacation period.

In instances of leave of absence the employee may pay in advance to the employer required amount of Health and Welfare premium.

#### ARTICLE 12

#### INSURANCE

A. The Employer will pay the premium on the basic \$2,000.00 of group life and \$2,000.00 of group accidental death and dismemberment insurance coverage with the Prudential Insurance Company that is carried by regular employees. The Employer will also pay the premium on the Health and Accident Insurance coverage with Kemba Mutual Insurance Association that is covered by regular employees. If a regular employee covered by Kemba insurance 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.

B. The Company will pay the premium for regular employees for hospitalization insurance, with Group Hospital Service, Inc., now available for regular employees. The Company will pay the premium for regular employees for Prudential Surgical-Medical coverage 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.

C. The Employer's definition of "Regular Employee" for the purpose of insurance coverage, shall apply to this Article.

**D.** In the event of an employee's injury on the job, and covered by Workmen's Compensation, the Company will pay the premium specified in Article 12-B for a period not to exceed one (1) year.

E. Effective with the first payment due after December 4, 1961, the Hospitalization Insurance with Group Hospital Service, Inc., will be changed from the "Standard" Plan to the "Preferred" Plan.

#### ARTICLE 13

#### SENIORITY

A. In lay-offs 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 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.

#### ARTICLE 14

#### MILITARY SERVICE

Seniority rights shall accumulate during the absence of any employee drafted or volunteering under the Federal Selective Service Training Acts. Such an employee shall be reinstated to his former position or a similar position, provided the employee applies for same within ninety days after discharge from service.

#### ARTICLE 15

#### 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 mantaining and improving safe working conditions and practices, in mproving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

C. 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.

**D.** 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.

#### ARTICLE 16

#### EXPIRATION

This Agreement shall take effect on December 29, 1963 and shall expire on May 1, 1966 and shall continue from year to year, unless either party serves notice in writing sixty (60) days prior to the expiration date of a desire for termination or for changes in this Agreement.

In witness whereof the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 26th day of March, 1964.

#### FOR THE UNION:

EDGAR J. SARGENT JAMES W. BROWN

#### FOR THE EMPLOYER:

K. A. MARSCHEL HOWARD D. HARRIS A. W. SMITH

#### SCHEDULE "A" - WAGES

Clerks presently employed, who have been in the employ of the Company for the following designated periods of time shall receive these minimum wages during the life of this Agreement:

#### EFFECTIVE DECEMBER 29, 1963

EFFECTIVE 1	ECEMBE	k 29, 1963		
	Female		Ma	le
<u>_</u>	Rate Per Hour	For 40 Hours Worked	Rate Per Hour	For 40 Hours Worked
0 to 6 months 6 to 12 months 12 to 18 months 18 to 24 months Over 24 months HEAD CHECKERS HEAD DAIRY CLERKS	_ 2.25 _ 2.35 _ 2.45 _ 2.525 _ 2.60	\$86.00 90.00 94.00 98.00 101.00 104.00	\$2.2375 2.35 2.475 2.625 2.80	\$89.50 94.00 99.00 105.00 112.00
HEAD PRODUCE CLERK HEAD GROCERY CLERK			3.3125 3.3125 3.40	132.50 132.50** 136.00***

#### PART-TIME EMPLOYEES

1st 6 months	3	1.99
Thereafter		2.07

#### BAGGER-CARRY-OUT

(Friday, Saturday, and days preceding Holidays . . . 14 hours per week) \_\_\_\_\_\_ 1.87

#### EFFECTIVE SEPTEMBER 14, 1964

₽	Female		Male	
18	Rate Per Hour	For 40 Hours Worked	Rate Per Hour	For 40 Hours Worked
0 to 6 months 6 to 12 months 12 to 18 months 18 to 24 months Over 24 months	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	\$89.00 93.00 97.00 101.00 104.00	\$2.3125 2.425 2.55 2.70 2.875	\$92.50 97.00 102.00 108.00 115.00
HEAD CHECKERS HEAD DAIRY CLERK		107.00 107.00		

		Rate Per Hour	For 40 Hours Worked	Rate Per Hour	For 40 Hours Worked	
	EFFECTIVE	Fem		Ma		
19	*		1005			
	(Friday, Saturday, and days preceding Holidays 14 hours per week)	1.945				
	BAGGER-CARRY-OUT	2.2.20				
	1st 6 months					
	PART-TIME EMPLOYEES			0.110	100.00	
	HEAD GROCERY CLERK			3.3875 3.475	135.50** 139.00***	
	HEAD PRODUCE CLECK			3.3875	135.50	

2.40

2.50

\$92.00

100.00

104.00

107.00

96.00

\$2.3875

2.50

2.625

2.775

2.95

\$95.50

100.00

105.00

111.00

118.00

0 to

6 months

6 to 12 months

12 to 18 months

19 to 24 months

Over 24 months

	HEAD CHECKERS	2.75	110.00		
	HEAD DAIRY CLERK	2.75	110.00		
	HEAD PRODUCE CLERK			3.4625	138.50
	HEAD GROCERY CLERK			3.4625 3.55	138.50** 142.00***
	PART-TIME EMPLOYEES				
	1st 6 months		i.		
	BAGGER-CARRY-OUT				
20	(Friday, Saturday, and days preceding Holidays 14 hours per week	1.995			
	EFFECTIVE NO	VEMBE	R 1 1965		

		Fen	Female		le
		Rate Per Hour	For 40 Hours Worked	Rate Per Hour	For 40 Hours Worked
		\$2,375 \$2,475	\$95.00 99.00	\$2.4625 2.575	\$98.50 103.00

	12 to 18 months 18 to 24 months Over 24 months	2.675	103.00 107.00 110.00	2.70 2.85 3.025	108.00 114.00 121.00
	HEAD CHECKER	2.85	114.00		
	HEAD DAIRY CLERK	2.85	114.00		
	HEAD PRODUCE CLERK			3.5625	142.50
	HEAD GROCERY CLERK			3.5625 3.65	142.50** 146.00***
	PART-TIME EMPLOYEES				
21	1st 6 months				
	BAGGER-CARRY-OUT				
	(Friday, Saturday, and days preceding Holidays 14 hours per week)	2.07			

New part-time progression (employees hired after signing of this Agreement).

Effec Effec Effec

		9-14-64		
1st 3 mon				
\$1.75	\$1.80	\$1.85	\$1.90	\$1.95
2nd 3 mo	nths			
1.94	5 2.00	2.075	2.125	2.175
Thereafter	r			
2.02	2.07	9 145	2 105	9 945

Six month progression for part-time employees to be based on 1040 hours of work. Such employees will be advanced to the beginning full time rate upon completion of 520 hours of service at the six month rate. After advancement to the full-time rate such employees shall be advanced to the next progression rate upon accruing each additional 1040 hours of service.

Wage increases shall be based on time actually worked and during any leave of absence (except military), the employee who has not reached the top of the wage progression scale shall resume his previous position on the wage progression scale upon return to work.

\*\* In stores with weekly sales average from \$12,0000 to \$18,000.

\*\*\* In stores with weekly sales average in excess of \$18,000.

It is agreed that when an employee is advanced from part-time to regular classification, that the total hours at part-time employment shall be divided by the basic work week to establish the full-time rate of pay. If an employee is reduced from full-time to part-time employment, the Employer shall not be required to pay

in excess of the part-time employee's rate per week.

No employee shall have his pay reduced by reason of this contract.

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. During holiday weeks, employees who are not eligible for holiday pay under Article 9 (B) shall be paid in accordance with this provision. The hourly rate shall be determined by dividing the pay for a full week's work by the number of hours in the normal work week.

The Employer agrees not to employ two (2) or more part-time employees in a store where it is possible to employ one (1) or more regular employees.

#### SUPPLEMENT

Supplement to the Agreement of December 29, 1963, between the Kroger Co. of St. Louis, Missouri, and Retail Clerks Local Union No. 655, covering stores in St. Louis, St. Louis County and St. Charles, Mo.

The rate of Utility Clerks will be as follows:

	Effec. 12-29-63	Effec. 9-14-64		
1st 6	months \$1.995	\$2.07	\$2.12	\$2.195
2nd 6	months 2.12	2.195	2.245	2.32
After	1 year 2.245	2.32	2.37	2.445
The	IItility Cler	k classi	fication	is de-

The Utility Clerk classification is defined as covering clerks employed in re-

tail stores whose duties are confined to sweeping, cleaning, handling salvage, bottles, etc., and assisting customers on parking lots.

Dated at St. Louis this 26th day of March, 1964.

FOR THE UNION:

EDGAR J. SARGENT JAMES W. BROWN

FOR THE EMPLOYER:

K. A. MARSCHEL HOWARD D. HARRIS A. W. SMITH