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2-20-1936

# Kroger Grocery & Baking Company and Retail Clerks' International Protective Association, Local 962, (1936)

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# Kroger Grocery & Baking Company and Retail Clerks' International Protective Association, Local 962, (1936)

**Location**

Memphis, TN

**Effective Date**

2-20-1936

**Expiration Date**

2-19-1937

**Number of Workers**

200

**Employer**

Kroger Grocery & Baking Company

**Union**

Retail Clerks' International Protective Association

**Union Local**

962

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

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**Comments**

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RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION

LOCAL No. 962

MEMPHIS, TENNESSEE

AGREEMENT

AGREEMENT BY AND BETWEEN THE KROGER GROCERY & BAKING COMPANY OF MEMPHIS, TENNESSEE, AND THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 962, OF MEMPHIS, TENNESSEE.

THIS AGREEMENT APPLIES TO STORES LOCATED IN THE CITY OF MEMPHIS, TENNESSEE, AND NATIONAL CEMETERY.

This Agreement to be effective between the dates of February 20th, 1936, and February 19th, 1937, and covers only members of the Retail Clerks' International Protective Association, Local No. 962, and is to renew itself yearly thereafter if either party does not give written notice thirty (30) days prior to February 19th of the succeeding years.

There shall be no strikes or lockouts by the members of the Retail Clerks' International Protective Association, Local No. 962, who are or who may become employees of The Kroger Grocery & Baking Company during the life of this Agreement.

ARTICLE I. HOURS AND WAGES OF STORE MANAGERS, CHECKERS, CLERKS AND ALL OTHER STORE HELP:

Section A. Hours of labor shall be from 7:30 A. M. to 6:00 P. M. — and from 7:30 A. M. to 9:00 P. M. on Saturdays and days preceding holidays, except where competitors open earlier or remain open later than these hours, the Company reserves the right to operate the same hours as these competitors, if they so desire, but the employees shall be paid their pro rata rate for the additional time worked. One hour for dinner the first five days of the week, and one-half hour for dinner and one-half hour for supper on Saturdays and days preceding holidays.

Section B. Store Managers shall receive a minimum wage of not less than \$27.50 per week, and commission on their sales over \$600.00 per week, as follows:

2% on their sales from \$600.00 to \$1,000.00 per week; 1 1/2% on their sales from \$1,000.00 to \$1,500.00 per week; and 1% on their sales from \$1,500.00 and above per week.

Section C. All extra help shall receive \$2.50 per day and work the daily hours as described in Section A. Those working the hours described on Saturdays and days preceding holidays shall receive \$3.00 per day, with the exception of Package Boys, Delivery Boys and Porters.

Section D. All Clerks, Checkers, etc. shall be at least sixteen (16) years of age.

Section E. The minimum wage for Clerks shall be \$15.00 per week. Clerks designated as "Student Managers" with over eighteen (18) months service shall be paid a minimum weekly wage of \$18.00. Clerks who have served one (1) year or more as Student Managers and are designated as "Relief Managers" and qualify as such shall receive a minimum wage of \$22.50 per week. All Clerks will be returned at not less than former wages.

ARTICLE II. HOLIDAYS:

Section A. The following holidays all stores shall be closed and there shall be no work of any kind on these holidays, except the Company reserves the right to remain open if competitors remain open. Wages for said holidays shall NOT be deducted from the employees' weekly wages:

LABOR DAY
FOURTH OF JULY
SUNDAYS

THANKSGIVING DAY
CHRISTMAS DAY

Section B. Should any of the above holidays fall on Sunday that are generally observed on the following Monday by competition, they shall be observed on the Monday following such Sunday.

ARTICLE III. The Union Store Card may be displayed in stores where members of Local No. 962 are employed, through the loaning of such Card to its members. The Union Store Card is to remain the property of the Retail Clerks' International Protective Association, Local No. 962, and can be removed by the Business Agent or other Officials of the said Local No. 962 upon their desire to do so.

ARTICLE IV. Upon the execution of this Agreement members of Local No. 962 who are now on strike shall be reinstated in their former positions or positions of like nature without prejudice as quickly as business conditions justify — Store Managers to be reinstated within ten (10) days from date. Store Clerks to be returned within not more than twenty (20) days from date.

ARTICLE V. In the event of said Employers desiring to take inventory of the stock of goods in the said grocery store by the employees thereof, said inventory must be taken during the time of said regular employment. If the inventory is taken outside of regular store hours employees shall be paid overtime for the additional time worked at the rate of time and one-half.

ARTICLE VI. Should any question arise between the Employer and the employees over the interpretation of this Agreement or discrimination against members of the Union, the Kroger Company, through its properly accredited officials agrees to meet and confer with the officials of Local No. 962 for the purpose of adjusting such question.

Should an agreement not be reached the question or questions shall be submitted to a Board of Arbitration of three (3) persons for decision, the decision of such Board to be final and binding upon both parties.

The Board of Arbitration shall consist of some one selected by the Employer, and some one selected by the officials of Local No. 962. These two members so selected shall agree upon the third member of the Board of Arbitration. If after five (5) days the two members cannot agree they shall ask the Federal District Judge to appoint the third member, who shall be Chairman.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 1936.

THE KROGER GROCERY & BAKING COMPANY

By \_\_\_\_\_

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION — LOCAL No. 962.

Title

WITNESS:

R. C. I. P. A.

Rep.

Pres.

Contract Committee

Memphis Trades & Labor Council

If unable to furnish the desired information, please forward letter to proper official or give us his name and address.

36-12-6

SECOND REQUEST

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

April 1, 1936

Local No. 962, Retail Clerks' International Protective Association  
c/o Mr. E. E. Barnum, Secretary  
Trades and Labor Council  
730 Chelsea Avenue  
Memphis, Tennessee.  
Dear Sir:

Information has come to us that you have concluded an agreement with the ~~Liberty Cash Grocers~~ *Kroger Sweeney and Baking Co.*

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Name of company or employers' association signing agreement \_\_\_\_\_

*Kroger Sweeney and Baking Co.*  
(If more than one, please list on reverse side)

Number of union members affected 100

Number of non-members affected 100

Comments regarding territory covered, etc. City of Memphis

*James A. King*  
(Name of person furnishing information)

*Laban Temple - Memphis*  
(Address)