



AN INVESTIGATION INTO LABOR
RELATIONS IN FOOD CHAINS

Thesis for the Degree of M. A.

MICHIGAN STATE COLLEGE

Robert J. Dormady

1951

THESIS



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AN INVESTIGATION INTO LABOR RELATIONS
IN FOOD CHAINS

By

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A THESIS

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Robert J. Dormady

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CHAPTER I

INTRODUCTION

The stimulus for this study arose from a dearth of published information on the recently developed participation of unionism in the food chain industry. The purpose of the study is to obtain insight into the organization and operation of unions and the interaction they engender on the part of food chain management. In relating the study to this theme, the intention has been to qualify the material presented as being representative of union activities in localities where there is a relatively high degree of industrialization and centralized population. Further, the study places emphasis on the activities of those chains that are considered either national or regional in the character of their operation.

Although there are many individual differences between food chains and the way they deal with unions, it is not within the scope of this paper to examine any irregularities or abnormalities of such relationships unless they incidentally implement the description of an otherwise satisfactory interaction. The reason for such an attitude is based upon recognition of the generally good relationship existing within the entire industry almost from the time of the inception of unionism. Comparatively, union activities within the food chain industry have been notable for an avoidance of force and a reluctance to resort to strikes. When it is observed that "wildcat" strikes and other overt manifestations of employee dissatisfactions are weekly occurrences within a single firm of many durable good industries, it can conclusively be stated that the food chain industry

compares very favorably in this respect. With this frame of reference, the study of a normal, workable and progressive relationship can be constructed.

The thesis gives attention to the setting and organizing procedure of unions operating in the food chain industry. A case study depicting the evaluation of an organizer and his method of operation is presented. To implement the significance of union organization, a specific exploration is made into the structure of the Retail Clerks' International Association, a union which claims the greatest food chain grocery clerk membership.

The ability to bargain collectively is the end objective of labor organization. This bargaining activity is unrolled at the tables of negotiators representing both union and management. Thus, collective bargaining is on the one hand a concept to act in unison while negotiating is the process of arriving at binding decisions upon both parties of the action. The negotiation procedure is surveyed from the viewpoint of a labor relations department of a national food chain which, in its detail, portrays not only the employer's roll but also that of the union.

Once a contract has been negotiated in a bargaining session, it becomes a tool that designs the day to day interaction between union employees and their management. With this in mind, a study of fourteen representative clauses appearing in four different union contracts are analyzed for implications and compared for diversity. The contracts are drawn from companies operating in the Great Lakes region and represent substantially similar geographic and cultural environs.

Lastly, a report is made on a representative cross section of selected overt attempts made by food chains to foster smoother relationships and prevent problems from arising before they become involved in grievance procedure. Divided into three sections they include: efforts to get a new employee oriented quickly and to his satisfaction; guides to improvement of store management leadership and responsibility; and an evaluation of store management's proficiency in the areas of leadership and responsibility.

The primary sources of information for this study have been secured predominantly from correspondence and interviews with both union and employer groups in the field under investigation. Much secondary information was obtained, however, from the National Association of Food Chains and various company publications as well as textbooks bearing on unionization. It is felt that the primary sources served to provide insight into the dynamics of food chain union-management relations while the secondary information weighted heavily the orientation of the entire investigation.

CHAPTER II

UNION ORGANIZING AND UNION STRUCTURE

The Labor Management Relations Act of 1947 guarantees the right of workers to organize with their employees or to refrain from such activities. Union organizers employ a good many techniques to organize a union. Different situations call for alternative courses. Often employees are overtly seeking representation and contact the union organizers on their own initiative; or frequently, the organizer must go into the area and do a real selling job starting from scratch. Usually the amount of effort put behind an attempt to organize will depend on whether the union feels the workers are "ripe" or if the situation is "hot" enough to move into.

If the union organizer has no real contact with any employees, he has at least three ways that he can get in touch with them. First, he may go into the store and contact the people on the job, distributing union literature to them and trying to make appointments after working hours. This action, especially if it constitutes an interruption of the employee's work, may result in the organizer's being asked to leave the premises by the store management. Secondly, the organizer can wait until an employee or group of employees take a "coffee break" or go to lunch before he approaches them. This method has advantages in as much as the organizer has more time to give them information and feel them out as a prospect. The third method, calling at the employee's home after working hours, has obvious advantages insofar as the organizer can get a group of employees together at one time. If the organizer can do a real

selling job at these home meetings, an excellent opportunity is afforded to build a solid nucleus of workers that can spread information to their friends in other stores. Much time and missionary work must be done by the employees themselves, usually a small active group, in obtaining cooperation from others. The organizer continues to distribute information, styled to motivate recalcitrant employees, similar to the leaflet described below.

HAVE YOU BEEN CAUGHT WITH YOUR PAY ENVELOPE DOWN?

JOIN THE UNION OF YOUR CRAFT!

A Union Protects Your Job —

1. A union is responsible for higher wages, shorter hours, improved working conditions.
2. A union assures you a full and speedy hearing of your grievances, adjustment of disputes and fair treatment at all times.
3. A union protects your rights on the job, and with your help, can improve your conditions even more.

The government recognizes your right to belong to a union. You have nothing to lose and everything to gain by taking advantage of existing laws to improve your conditions. Join with thousands of other retail clerks to establish those things you know you should have.

- * Sign name and address to attached card and drop in mail box.
- * This card is not an application for membership.
- * This card is kept strictly confidential.
- * A special meeting will be called in the very near future for all the retail clerks in your store.
- * This is your chance to organize with millions of other American Federation of Labor members to improve your working conditions.

Watch for the meeting that will be called for your store!

The card attached to the leaflet consisted of the following information:

AUTHORIZATION FOR REPRESENTATION

I, the Undersigned, Employed by _____
(Name of Firm)

as a Retail Clerk, believing that the working conditions of all retail employees may best be improved through organization, hereby authorize Retail Clerks International Association, affiliated with the American Federation of Labor, to represent me and, in my behalf, to hold elections, negotiate all agreements as to hours of labor, wages and other employment conditions.

It is further understood, that my name on this authorization card shall, at all times be held strictly confidential.

Department _____ Date _____
Signature _____
Address _____ Phone _____

Most international unions require at least 51 percent of the employees to fill out this authorization for representation card before they will dispatch a charter to the Local being organized. When the charter is received from the International office, initiations and elections are held with a district officer present. The district officer gives a Loyalty oath and usually delivers an address on a subject relevant to labor organization.

While the entire progression and techniques of union organization will vary between industries, they will vary also in relation to localities, chains and other pertinent variables. In the interests of clarification, a particular case study of a union organizer is presented here, as told to the author by the organizer.

Chester Rudd was a truck driver for the Kroger Company in the Detroit Branch. He was also a steward in the local teamsters union affiliated

1 Union Organizing Pamphlet and Card. Retail Clerks International Association, American Federation of Labor.

with the American Federation of Labor. During his frequent deliveries of merchandise to the stores, he was approached by a number of employees who asked his help in organizing and securing union representation. Mr. Rudd went to the secretary-treasurer of his teamsters local and presented the problem to him. The secretary-treasurer contacted the Retail Clerks International Association in Lafayette, Indiana and asked them for funds to organize these retail clerks of the Kroger Company. Four organizers, including Mr. Rudd who was selected because of his friendship with the store clerks, went to work contacting store workers, distributing literature and organizing meetings. As the Kroger Company already had employee representation affiliated with the American Federation of Labor in their truck driver's teamsters union contract, company opposition was not strong, ostensibly because they wanted to center all their employee representation with The American Federation of Labor in the interests of consolidated bargaining. The employee application for representation response was in excess of 90 percent. The Retail Clerks International Association became the formal representation by issuance of a charter and election of officers.

Structure

In as much as the Retail Clerks International Association has a claimed membership of 200,000 and constitutes the greatest number of organized food store employees in the country, it is appropriate to study their national and local structures not only to clarify further their part in organizing activities but also to point up a representative union body.

It is best to begin the analysis of the union structure at the top level. The Retail Clerks International Protective Association was chartered in Detroit, Michigan in 1890. In 1947, at a convention in San Francisco, the name of Retail Clerks International Association was adopted and the constitution now in force was born. The International constitution provides for a president, seven executive vice-presidents and a secretary-treasurer. These nine individuals form a general executive board, which rules on the laws and policies, and are responsible for the active administration of the union's affairs. Three of the aforementioned individuals, the president, the first executive vice-president and the secretary-treasurer, form a board of three trustees which represent the International at all American Federation of Labor conventions. The general executive board offices are filled through elections by delegates assembled at their regular conventions. Whatever the reasons, union practices follow more closely that of business corporations than political governments in that the same persons tend to be re-elected year after year. It has been the experience with other American Federation of Labor affiliated unions, at least with respect to the presidency, that once having been elected to office, the same incumbent usually retains office until retirement or death. The Retail Clerks International Association specifies that the salary of the president shall be \$12,500 per year plus expenses while the secretary-treasurer shall be paid \$15,000 a year plus expenses.

The general executive board has the authority and responsibility to issue and withdraw local charters and to repeal any local's by-laws which do not conform to the international constitution; to remove any officer

for incompetency or non-performance of duties and to fill the vacancy until the next convention; to take charge of the affairs of any local when it is decided this is necessary "to protect or advance the interests of the union"; to pass upon all claims, grievances and appeals from locals and other subordinate bodies; to reverse or appeal any action of any international officer; to supervise financial auditing; publishing of the international organ and levying of assessments in accordance with the terms of the constitution.²

Although the president is titular head of the international, the actual operation of union business falls into the hands of the secretary-treasurer. His most important functions are supervising the financial and record keeping divisions of the international. Specifically, he keeps convention records, collects money, makes investments (subject to approval of the trustees), submits accounting records for examination and audit and provides materials and charters to the locals.

The Retail Clerks International Association also has a research director, appointed in response to a growing need for factual data in their bargaining with employees, dealings with legislatures and other government agencies. This director collects and analyzes needed economic data. He frequently takes an active part in presenting the union's case before employers, arbitrators, government boards and legislative committees. He also promotes and supervises educational activities for union members and, especially, business agents.

² Constitution, The Retail Clerks International Association, American Federation of Labor. 1947. page 32.

To the union member, his local is the point of contact with the other organized workers in the grocery business. It is the agency to which he expresses his demands for better working conditions, seeks settlements of his grievances and through which he participates in the broader political and economic programs of his union. There is an intermediary organization between the international and the local, which is called the district council which extends guidance and assistance to the local. The district council is very active in organizing and some of the missionary work is done by people working out of the district council's office. Within a given area the district council's primary job is to bind the locals together in unifying plans for collective bargaining.³

The constitution of the international specifies the various officers which the local is required to maintain although the choice of individuals to these offices is determined by the local members. From among the union's membership a secretary-treasurer, a president and a vice president, a recording secretary and four trustees are elected. In addition to these officers, the local employs a full-time business agent with no definite term in office, thus providing continuity of the local's activities.

Union administration at the local level is separated from the workers who participate in union activities. The primary function of local administrative officers is organizing and negotiation. The secretary-treasurer and the business agent are considered administrative officials and hold full-time positions. Of the other officials of the union

³ Bakke, E. Wight, and Kerr, Charles, Unions, Management and the Public. (New York. Harcourt, Brace and Company, 1949). page 175.

(president, vice-president, recording secretary and trustees) only the president receives remuneration. This is usually nominal, seldom in excess of \$50.00 per month. All of the officials in the last group are part-time and work regularly at their jobs in the grocery industry.

As might be suspected from the local structure, the president, vice-president, recording secretary and trustees function almost exclusively at local meetings. These people relay to the administrative officials of the local their needs and problems. They do, however, rule on the amount of union dues and what the salaries of the secretary-treasurer and business agents will be. An example might be drawn from a case in 1948 of a Retail Clerks International Association local in Grand Rapids. The union dues were two dollars a month, one dollar and fourteen cents of which went to the international. The local treasury was almost defunct operating on the eighty-six cents remaining, so the non-administrative officials authorized an increase to three dollars for union dues. This illustration points up the fact that non-administrative local officials are somewhat autonomous in affecting changes directly relating to their well-being at the local level.

The secretary-treasurer is usually elected from among the business agents available and qualified for such a job. The increasing complexity of labor laws and overall union administration require an individual with a broad labor background. Maintaining membership roles, recording the dues of many members and the collecting and dispersing of thousands of dollars every year requires a special knowledge.

Most business agents have served as non-administrative officials and have been experienced workers in the industry, thereby knowing the

language of the trade. As employees of the locals, they have no vote but may give advice and suggestions to the membership and elected officials. As a practical matter, the business agent usually exercises a great deal of leadership over the local and its affairs. The functions of the business agent cover the entire field of the local's activities. Business agents are assigned territories with schedules of callings. They must submit a weekly report to the secretary-treasurer of the local of their activities for that period. They are expected to make progress in organization work. Business agents charge the retail stores with the responsibility of appointing a steward from among the store personnel. If the store employees do not appoint a store steward, the business agent has the power to appoint one. A major part of the business agent's job is to solve grievance problems and to fill out grievance reports to be submitted to the employer. He fills these out at the time the grievance is stated and has the employee sign the report. In this way he protects himself in the event the employee changes his mind.

The complete structure of the local is well defined. When capable men are in the key positions, the union is well equipped to effect collective bargaining on issues that are most important to the rank and file member.

CHAPTER III

COLLECTIVE BARGAINING

Collective bargaining is a process of discussion and negotiation between two parties, one or both of whom is a group of persons acting in concert. The resulting bargain is an understanding as to the terms or conditions under which a continuing service is to be performed.¹

For the purposes of this study, a food chain labor relations man from a particular company within the chain grocery industry was interviewed, not as a representative of the entire thinking of the grocery industry on collective bargaining, but rather as an effort to present a cohesive picture within the field of collective bargaining.²

It is possible to categorize collective bargaining practices as either "good" or "bad" practices. Of course, much depends on where the bargainer is sitting and what he hopes to achieve. Some employers specifically indulge in collective bargaining practices that are designed to weaken the union, but from another company's viewpoint this would be a bad practice. On the other hand, many employers "bend over backwards" to satisfy every desire and whim of unions with the idea in mind that it strengthens the unions and builds a better relationship. It may strengthen the union but there is serious doubt as to whether it builds a better

¹ Bakke, E. Wight, and Kerr, Charles, Unions, Management and the Public. (New York. Harcourt, Brace and Company. 1949). page 358.

² The Kroger Company. Cincinnati, Ohio.

relationship or not. It seems to be a good practice to make a union bargain for everything it gets. Once the bargain is completed, it definitely should be made certain that the union gets everything that is entitled to it under the bargain or contract and that the company also secures everything that the union and its members are supposed to give under the same contract.

The actual negotiation is usually carried on within larger chains by a labor relations department. This department is a staff organization and reports directly to management. The representative of the labor relations department is the spokesman for the company and in such negotiations his responsibility is to look after its interests. When a company has branches at many distant points, the responsibility is shared jointly with the head of the operation for which the contract is negotiated. In addition to actual contract negotiations, all arbitrations, all matters before the National Labor Relations Board and any other problem arising from labor-management relations with unions fall within the scope of this department.

The long range aim of the labor relations department is to secure a smooth working relationship with the unions. Ostensibly, this can be done by achieving contracts that are readily understood and are free of ambiguities by consistent application of the terms of these contracts. For example, there is nothing quite as disturbing as having one interpretation of a contract today and a different interpretation a month from today, covering the same set of circumstances.

For companies that have a number of contracts in force, it is essential that a labor relations department weigh carefully any changes that

could establish precedents. The unions are doing more and more toward enlightening all their locals of differences existing between contracts in all parts of the country. Faced with this, the labor relations department must approach with caution changes that might have far flung implications.

All union contracts do, to a certain extent, restrict the operation of the business. It is wise, however, to plan to avoid restrictions which, and of themselves, are not economical issues. For example, it is restrictive if a union contract should contain the opening and closing hours of the stores. A further restriction would be against the use of a certain type or piece of equipment or of the amount of work a man can do. These are things that can very easily hamper an operation and do not bring any particular benefit to the employees. The building trades have many such restrictions. They are not very prevalent, however, in the other fields of production, sales and service.

Usually, the negotiations get under way by the union submitting a list of its demands or proposals. Some negotiators prefer that the union submit proposals prior to the first meeting. Others prefer that the proposal be submitted at the first meeting. The chief reason many company negotiators prefer the latter method is that it relieves the employer of any obligation to make counter-proposals at the first meeting. He can utilize the time to ask questions about the union's proposals, point out the flaws and inconsistencies in their demands and do a little probing operation to see which proposals the union is most interested in. Generally, it is possible to find out in this first meeting which of the union proposals will turn out to be the real issues. Of course, this can be done

if the union has submitted their proposal prior to the first meeting but, if the union has put its proposals in the companies' hands several days before a first meeting, they can justifiably feel that the company is familiar enough with it to make a counter-proposal at that time.

The next step is to make a counter-proposal. Counter-proposals can run all the way from minor disagreement with the union down the line to complete disagreement with the union on every one of its proposals. It is not uncommon for the employer to also propose a series of changes in the present contract. The procedure is not definitely set and the approach to counter-proposals is dependent upon any number of conditions peculiar to the individual case.

Some negotiators decide as to which proposals they can, in the final analysis, meet in whole or in part and dole these out over a series of meetings. This method comes about through the feeling that a union committee will not believe that the first proposal is the last one, and if an employer were to "shoot the works" on the first proposal, he might still be talking for the next several months.

While one chain will brief their arguments, others will not, but do prepare for written counter-proposals. Not infrequently, the chain will prepare their counter-proposals in the form of a complete contract ready for signature. Other times, the written counter-proposals just pertain to the issue, or issues, under discussion and, if agreed upon, can be incorporated in the contract. Usually, there is a difference between the union's proposal on an issue and the counter-proposal. Compromise language can be worked out at the negotiating session.

Most company negotiators do not make an overt effort to anticipate the issues. Many do know, however, that issues take certain patterns through the years. For example, the unions often will make a drive for a certain change in the vacation program or holiday pay. When this comes about, it is possible to anticipate that each local of that international will make a somewhat similar proposal in that respect. However, each local has "pets" of its own which they believe satisfy some local desire. Sometimes, this will be brought out as an issue year after year and has to be argued down, compromised or accepted.

Some locals believe in proposing just two or three changes and driving to secure some action on those few. Most local unions seem to follow the theory of "nothing ventured, nothing gained", and toss into the hopper 15 to 20, or even 30 changes in the contract. They know when they do this that they cannot get agreement from the employer on most of them and do not seem to be at all unhappy when they only secure two or three changes.

On the other side of the balance sheet the union feels, at least in the words of one local union negotiator, that its negotiating procedure is sound. Coming into a negotiating session with a number of proposals and a relatively close estimate of the cost of each to the employer, the union can get some conception of how much money the company has available to spend for the next year in that particular local. Using this as a starting point, they can proceed to bargain for the issues on which they really want agreement. In addition, the advantages of a number of proposals submitted may be evidenced when one is unexpectedly accepted without hesitation by the company. For example, a union negotiator wanted to obtain acceptance of a wage scale based on the Consumer Price Index. He injected another

proposal for six sick-days which he felt he could readily drop if the wage clause was adopted. He was pleasantly surprised when both were accepted without counter-proposals.

Collective bargaining consists of union proposals, company counter-proposals and concessions on the part of both parties to effect a compromise. The language and implications of any issue should be approached with caution by both the union and the company in the light of precedence. The overall aim of both is a smoothly functioning relationship.

In view of the statement above on procedure, it is interesting to examine one of the latest issues from the table of a food chain negotiating session. In January of 1951, the Detroit Branch of the Kroger Company agreed to the following wage clause with Local No. 876 of the Retail Clerks International Association and Local No. 539 of the Amalgamated Meat Cutters and Butcher Workmen of America.

EFFECTIVE JANUARY 1, 1952, AND FOR THE REMAINING LIFE OF THE AGREEMENT THE HOURLY WAGE RATES SHALL BE DETERMINED ON THE FOLLOWING BASIS:

1. Changes in the hourly rates shall be based on changes in "The Consumers Price Index For Moderate Income Families in Large Cities - All Items," published by the Bureau of Labor Statistics, Department of Labor (1935-1939 = 100) and hereafter referred to as the Index.

2. On January 1, 1952, and each April 1st, July 1st, October 1st, thereafter, the Index will be reviewed to determine the amount of the cost of living adjustment, upward or downward, of the hourly rates. The following Indexes shall be used in the above quarterly reviews:

a. A January 1st review shall use the Index for the previous November 15th.

b. An April 1st review shall use the Index for the previous February 15th.

c. A July 1st review shall use the Index for the previous May 15th.

d. An October 1st review shall use the Index for the previous August 15th.

3. Any cost of living adjustment resulting from quarterly review shall be put into effect with the first pay period beginning after such quarterly review. In the event the Bureau of Labor Statistics does not issue the required Index before the date of a review, any adjustment resulting from the review of such Index shall be put into effect with the first pay period beginning after the receipt of the Index.

4. The hourly rates effective January 1, 1951, shall be the base rates. The amount of any cost of living adjustment, either upward or downward, which may result from any review shall be determined by the following table:

Index	Hourly Rates Are	Base Rates
175.6 - 177.0	"	
" 177.1 - 178.5	"	Plus 1¢
" 178.6 - 180.0	"	Plus 2¢
" 180.1 - 181.5	"	Plus 3¢
" 181.6 - 182.9	"	Plus 4¢
" 183.0 - 184.4	"	Plus 5¢
" 184.5 - 185.9	"	Plus 6¢
" 186.0 - 187.4	"	Plus 7¢
" 187.5 - 188.9	"	Plus 8¢
" 189.0 - 190.3	"	Plus 9¢
" 190.4 - 191.8	"	Plus 10¢
" 191.9 - 193.3	"	Plus 11¢
" 193.4 - 194.8	"	Plus 12¢
" 194.9 - 196.3	"	Plus 13¢
" 196.4 - 197.7	"	Plus 14¢
" 197.8 - 199.2	"	Plus 15¢
" 199.3 - 200.7	"	Plus 16¢
" 200.8 - 202.2	"	Plus 17¢
" 202.3 - 203.7	"	Plus 18¢
" 203.8 - 205.1	"	Plus 19¢
" 205.2 - 206.6	"	Plus 20¢
" 206.7 - 208.1	"	Plus 21¢
" 208.2 - 209.6	"	Plus 22¢
" 209.7 - 211.1	"	Plus 23¢
" 211.1 - 212.5	"	Plus 24¢
" 212.6 - 214.0	"	Plus 25¢
" 214.1 - 215.5	"	Plus 26¢
" 215.6 - 217.0	"	Plus 27¢
" 217.1 - 218.5	"	Plus 28¢
" 218.6 - 219.9	"	Plus 29¢
" 220.0 - 221.4	"	Plus 30¢
" 221.5 - 222.9	"	Plus 31¢
" 223.0 - 224.4	"	Plus 32¢
" 224.5 - 225.9	"	Plus 33¢
" 226.0 - 227.3	"	Plus 34¢
" 227.4 or higher	"	Plus 35¢

5. The hourly rates effective January 1, 1951, shall constitute a floor. This floor will be raised by increases in hourly rates caused by any upward cost of living adjustment, provided, however, that the floor cannot be raised more than five cents (5¢) in any one calendar year. Each calendar year will be regarded separately, and the floor can only be raised in any one calendar year by upward adjustments in that year. If the Index goes down to a point where the table in paragraph 4 indicates hourly rates below the floor, the rates will be and remain at the floor until such time as a rise in the Index raises the rates above the floor.

6. During the term of this agreement, upward cost of living adjustments cannot increase the hourly rates more than thirty-five cents (35¢) above the rates effective January 1, 1951.

7. No adjustment of the hourly rates, retroactive or otherwise, shall be made because of any revision in the published Index for any month.

The Index in its present form and substance, namely that reflected by the Index published for November 15, 1950, shall be used for the purpose and during the term of this agreement. However, if the Bureau of Labor Statistics discontinues the publication of the Index in its present form and substance, as contemplated, any new Index will be reduced to compensate for the changes in the form and substance of the Index before such new Index can be used for the purpose of this agreement. The amount of such reduction will be the average difference between the Index in its present form and substance and the new Index for such length of time as both may be published concurrently.

While it is beyond the scope of this paper to evaluate the price index-wage structure clause, a cursory evaluation would seem to indicate that under present economic conditions it is the most expedient approach to an ever changing balance between the cost of living and static wage structures. If the food industry behaves as durable good industries, it is conceivable that this precedent will be heralded in union circles and be an active part of their proposals in future negotiations.

Wages, however important, are but one phase of the interaction between food chains and their unions. Many other outstanding considerations of labor-management relations must be dealt with in the typical

food chain union contract. It is to a consideration of the components of representative food chains' union contracts that attention is next directed.

CHAPTER IV

COMPONENTS OF THE UNION CONTRACT

It is the purpose of this chapter to analyze a number of food chain contracts with attention being given to comparisons and examples of representative clauses. The clauses that were selected most representative by the Executive Committee of the National Association of Food Chains were in the following areas:

1. General, including preamble
2. Union jurisdiction
3. Union security
4. Union functions and responsibilities
5. Wages
6. Hours
7. Vacations and holidays
8. Leaves of absence; dismissal and dismissal pay
9. Seniority
10. Grievances
11. Term of contract
12. Management
13. Restrictive clauses
14. Competitive protective clause¹

The Kroger Company and the Great Atlantic and Pacific Tea Company, along with two smaller chains, the National Tea Company and the Jewel

¹ National Association of Food Chains, Source Book of Union Contract Clauses. Washington, D.C., November, 1946. page 1.

Food Stores of Chicago, are the specific companies to be examined. The contracts reviewed are all in effect in the Great Lakes region. The Kroger Company (Detroit Branch) and the Great Atlantic and Pacific Tea Company (Grand Rapids Branch) are felt to be representative of national chains, both of which have agreements with the Retail Clerks International Association, American Federation of Labor. Of the two smaller chains, both located in the city of Chicago and suburbs, the National Tea Company has an agreement with the Retail Clerks International Association, while the Jewel Food Stores' employees have established a voluntary association called the Jewel Food Stores' Employees Union. This study will examine these four chains and their union agreements in the areas of operation mentioned above.

General

The general clause that introduces the agreement consists of a statement that the two named parties have arranged for an agreement. In addition to this statement, many companies feel that further elaboration as to the intent and purpose of the agreement is desirable. Ostensibly, this would include representations by each to promote cooperation and mutual interests.² The Great Atlantic and Pacific Tea Company agreement states that:

Both parties are desirous of preventing strikes and lockouts and maintaining a uniform wage scale, working conditions and hours of employees of the employer, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the employer and his employees.³

² National Association of Food Chains, op. cit., pp. 2-3.

³ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch), and the Retail Clerks International Association, Local No. 876, American Federation of Labor Agreement, July, 1949. page 6.

Different food chains will emphasize either management's responsibilities or the union's responsibilities in the interest of harmonious interaction. Ideally, such a clause will give recognition to both.

Jurisdiction

Clauses pertaining to union jurisdiction should include two important points; (1) jurisdiction insofar as geographic coverage is concerned, and (2) jurisdiction in respect to classifications and types of employees covered by the contract.⁴ Jurisdiction of a geographic area is usually described by, in the case of national chains, a branch or zone of the employer's organization. A coverage of the Detroit Branch of the Kroger Company would give the union jurisdiction over all stores in that branch. The jurisdiction of certain employees must be clear cut in the minds of both the union and management. Within one store, different unions may represent differently classified employees. Such is the case where grocery department employees are represented by the Retail Clerks International Association and meat department employees are represented by the Amalgamated Meat Cutters and Butcher Workmen of North America. Most companies incorporate, as part of their contract, listings of classifications that are under the jurisdiction of a particular union.

Security

The most common types of union security clauses bear on the union or closed shop issues, maintenance of membership and check-off authorization. Seniority, while properly a part of union security measures, merits

⁴ National Association of Food Chains, op. cit., page 4.

individual attention and will be discussed later. A union shop gives the employer the right to employ whoever he pleases. Closed shops require that employees must be employed through the union offices or at least cleared by them. Obviously, closed shops are the least desirable to an employer in as much as the company loses the right to employ whom it pleases when it pleases. The Amalgamated Meat Cutters Union of the city of Chicago has not requested a closed shop but states in its agreement that, "when in need of help, the employer must give preference to members in good standing of the local.....if requested the union will furnish men who will work for the best interests of the employer."⁵

While this situation does not state expressly that a closed shop exists, it would appear there is a tendency in that direction. If a closed shop is necessary, the following clause is reasonable:

All employees of _____ must be members in good standing of Meat Cutters Union Local _____, as per International constitution and by-laws. All help must be hired through the union office or have a clearance from the union office before going to work. No one shall be hired unless they have a paid-up dues book, or a permit from the union office.⁶

Maintenance of membership clauses guarantee the union that employees on the job will either belong to the local or face discharge. Of the four union contracts studied involving employees of grocery and produce departments in the Great Atlantic and Pacific Tea Company (Grand Rapids Branch), the Kroger Company (Detroit Branch), the National Tea Company of Chicago and the Jewel Food Stores of Chicago, each specifies that an employee shall become a union member within thirty days of the employment date and

⁵ Amalgamated Meat Cutters, Local No. 546, American Federation of Labor and The National Tea Company Agreement. Chicago, Illinois. 1951. page 1

⁶ National Association of Food Chains, op. cit., page 7.

shall maintain that membership in good standing as a condition of employment. The company may, during the thirty days trial basis, discharge the employee without further recourse.

The procedure of deducting union dues from the employees' payroll is commonly called the check-off. The other alternative for dues collection is by having the local business agent call at each store and collect from individual members. The check-off clause puts a burden of additional bookkeeping on the employer but reduces the calls of business agents to stores and does much to insure the employee's good standing through prompt payment of dues.⁷ The southwestern quarter of the lower peninsula of Michigan is under the jurisdiction of Local Number 876 of the Retail Clerks International Association. The local uses a check and authorization assignment which is reproduced below:

Check-Off Authorization and Assignment

I, the undersigned member of Local No. 876 of the Retail Clerks International Association, A.F. of L., hereby authorize my employer to deduct from my wages and to pay to any authorized

Business Representative of Local No. 876, the sum of \$..... as first month's fees;

the sum of \$..... from pay each month beginning with the second month herefrom; and such fines and uniform assessments which may be owing such local union as a result of my membership therein.

The authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the company and the union at least 60 days and not more than 75 days before my periodic renewal date of this authorization and assignment of my desire to revoke the same.

⁷ National Association of Food Chains, op. cit., page 8.

Witness

Signed _____

Date _____

1958

Of the four contracts under study, it is interesting to note that the Great Atlantic and Pacific Tea Company along with the Kroger Company, both formally state that the company will not enter into any other agreement with any other union during the life of the existing agreement. In addition, the National Tea Company states in their contract that there will be no discrimination against any employee because of union affiliation or activity. It would appear that such a clause carries no real advantage since such rights are already granted employees by Federal Law under Section 7 of the Labor Management Relations Act of 1947.

Union Functions and Responsibilities

Union functions and their attendant responsibilities deal with two major considerations. First, the endeavor to obtain a commitment from the union that they will not strike and, secondly, an effort to modify the union's behavior on their periodic visits to store employees on the job.⁹ In regard to the no-strike clause it is interesting to compare the relative strength of the statements against such action employed by the four companies under study. The Great Atlantic and Pacific Tea Company,¹⁰ along with the National Tea Company,¹¹ states that there shall

⁸ Retail Clerks International Association, Local No. 876, American Federation of Labor. Check-off Authorization and Assignment Slip.

⁹ National Association of Food Chains, op. cit., page 10.

¹⁰ The Great Atlantic and Pacific Tea Company Agreement, op. cit., page 10.

¹¹ The National Tea Company and The Retail Clerks International Association, Local 658, American Federation of Labor Agreement. Chicago, Illinois. November, 1950. page 5.

be no strikes or cessation of work while a dispute or grievance is under¹² arbitration. The Kroger Company, in their agreement, insert the clause that there shall be no strike or work disruption for the entire term that the contract is in force. Similarly, Jewel Food Stores¹³ emphatically state that there shall be no diminution or suspension of work whatsoever during the term of their agreement. All chains assure the unions that there will be no lockout on the part of the company. The National Tea Company and the Great Atlantic and Pacific Tea Company do not endeavor to achieve a commitment of no striking in the event of unsuccessful arbitration. The Kroger Company and the Jewel Food Stores agreement suggest rather conclusively that a strike would be a breach of contract regardless of the outcome of arbitration.

It is felt by many chains that while the union representatives and business agents should be allowed to contact store personnel while on the job, their presence in the store should not constitute an interference with the orderly carrying on of the store operations. Both the Kroger Company and the National Tea Company make specific mention of this condition in their contracts. The Kroger Company seems to include the intent of the clause rather succinctly:

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. 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 the agreement are being complied with.¹⁴

¹² The Kroger Company (Detroit Branch) and The Retail Clerks International Association, Local 876, American Federation of Labor Agreement. Detroit, Michigan. April 1950. page 5.

¹³ Jewel Food Stores and Jewel Food Stores Employees' Union Agreement. Chicago, Illinois. February, 1950. page 6.

¹⁴ The Kroger Company (Detroit Branch) Agreement, op., cit., page 2.

The accessibility of stores to union officials allows them to perform other tasks necessary to their organization responsibilities. Two important duties of union officials are the delivering to store managers check-off authorization slips as well as informing the store manager of an employee's status in regard to maintenance of union dues.

Wages

Wages are one of the most integral and important parts of a union contract. Many employees judge a union's quality of representation on the basis of their wage scale as compared to those of other firms. For this, and reasons to be mentioned later, there should be a complete meeting of minds as to what work is covered by each job classification. The contract should clearly state the status of an employee when he temporarily or permanently is put on a job calling for a different wage rate. Furthermore, within the food chain industry, there is a variation in the number of hours in a work week between different chains. This is important insofar as it will define an employee's right to overtime pay. In the contracts under study, companies are giving recognition to the union's demands for protection in the event an employee is called into work and not needed. To conclude this section on wages, an investigation¹⁵ will be made of both the single or individual and job rates of pay.

Of the four companies studied, each incorporates as a part of its contract, or on a supplementary sheet, a classification of jobs with wage rates based on length of service. It is interesting to tie in a job classification definition with a problem that might arise in the wage

¹⁵ National Association of Food Chains, op. cit., pp. 13-15.

status of an employee temporarily put on another job. For example, in the Kroger Company, checking operations define the duties of a checker as:

Unload and arrange merchandise, record merchandise on the register, compute and collect sales tax, total order, collect money, make change, sack merchandise, dispose of baskets, weigh and compute value of produce, stock and keep check-stand in order, operate coffee mill, sell merchandise on display at check stand, mark over-rings, refunds and bottle deposits. Spend 75 percent or more time working at check stand.¹⁶

A problem may develop if a checker was being utilized almost entirely for light stocking work outside of the check-stand area for a short period of time. Obviously, the employee would not be spending 75 percent of her time at her check-stand. In addition, she would be doing work generally regarded as less desirable and with lower wages than those of her checking operation. Justifiably, under these circumstances, some employees¹⁷ may experience serious morale declines. The Kroger Company, along with¹⁸ the Great Atlantic and Pacific Tea Company, specifically state in their respective agreements that when employees are assigned to a job with a lesser rate they will be entitled to their regular rate of pay. Not only does this clause contain the employee's concern over a decrease in wages, but, in effect, also gives the employer a flexibility of job assignment while maintaining a static objective wage.

¹⁶ The Kroger Company (Detroit Branch). Job Classification Duties. page 1.

¹⁷ The Kroger Company (Detroit Branch) Agreement, op. cit., page 3.

¹⁸ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 11.

Hours are an important consideration of wages insofar as they affect the overtime and premium pay of employees. A representative clause would state:

All work performed in excess of the basic work week shall be compensated for at the rate of time and one-half, and all overtime work shall be performed only after authorization by the company.¹⁹

All the companies under study, with the exception of Jewel Food Stores, indicate that the employee shall be paid for at least four hours employment if he has been requested to report for work and is not needed. Both the Great Atlantic and Pacific Tea Company (Grand Rapids Branch) and the Kroger Company (Detroit Branch) indicate, however, that this will not apply to those part-time employees whose working hours are restricted normally by circumstances beyond the control of the company. This is directed toward those students, for example, who work after school. Jewel Food Stores permits, in its agreement, the working of split shifts,²⁰ if the employee agrees to do so. In the general wage structure, however, Jewel Food Stores maintain a level considerably above that of the other companies under investigation. Single or individual wage rates are those that are based on length-of-service, while job rates are those that call for a specific wage under a particular job classification. All of the companies studied use a combination of both. They specify certain rates for each job classification with commensurate increases based on longevity. The graduations in wage rates are, in all cases,

¹⁹ National Association of Food Chains, op. cit., page 15.

²⁰ Jewel Food Stores Agreement, op. cit., page 3.

based on each six months of service. In order to free themselves from charges of discrimination or favoritism, it has been suggested that companies avoid the practice of paying individuals over and above their scheduled rate in spite of superior performance.²¹ While this practice has both advantages and disadvantages, its institution can be recognized as a measure to prevent a movement toward a general increase in wage structure.

Hours

The hours that constitute a full work week will vary greatly between chains. A typical clause will state that so many hours will constitute a work week and time in excess will be paid at one and one-half the employees' rates.²² A comparison of hours, for both male and female employees on a weekly basis as well as a daily basis, is shown below for each of the four chains investigated. Supplementary information bearing on the number of hours worked is also indicated.

²³
Jewel Food Stores:

Male Employees	5-9 hour days	
	plus 1-4½ hour day	49½ hour week
Female Employees	5-8 hour days	40 hour week

In addition, the contract specifies that such work days shall include a reasonable and necessary clean-up period also.

²¹ National Association of Food Chains, op. cit., page 15.

²² National Association of Food Chains, loc. cit., page 17.

²³ Jewel Food Stores Agreement, op. cit., page 3.

24

The National Tea Company:

Male Employees	5-8½ hour days	42½ hour week
Female Employees	5-8 hour days	40 hour week

Female employees will be paid straight time for work in excess of 40 hours but less than 42½ hours per week. It is also agreed that no full-time employee should have his work week reduced in order to evade vacation provision.

25

The Kroger Company (Detroit Branch):

Male Employees	5-9 hour days	45 hour week
Female Employees	5-9 hour days	45 hour week

26

The Great Atlantic and Pacific Tea Company (Grand Rapids Branch):

Male Employees	5-9 hour days	45 hour week
Female Employees	5-9 hour days	45 hour week

While still remaining within lawful restrictions on legislation pertaining to working hours, chains find an advantage in working certain male employees over their normal work day when stores are open from 9:00 A.M. to 9:00 P.M. If such recognition is given in agreements to this situation, the following clause is reasonable to balance out to a normal work week:

Employees shall be granted an afternoon off each week. Any employee required to work on his afternoon off shall be paid time and one-half for such hours.²⁷

All four chains state that employees shall be granted a ten to fifteen minute rest period for each four hours worked.

24 The National Tea Company Agreement, op. cit., page 3.

25 The Kroger Company (Detroit Branch) Agreement, op. cit., page 3.

26 The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 9.

27 The Kroger Company (Detroit Branch) Agreement, op. cit., page 3.

Vacations and Holidays

Clauses that deal with vacations generally cover employee eligibility, length of time and pay rate for the vacation period. The differences that occur in the companies under study are in eligibility of the employee and the length of vacation time earned. Each company states in its agreement that the employee shall be paid at his regular rate for the period that he is on earned vacation. In addition, the Great Atlantic and Pacific Tea Company (Grand Rapids Branch) states that vacations are to be scheduled at a time when they will not interfere with the general efficiency or working conditions of the store. In effect this gives the store management, rather than the employee, control over the date of the vacation period.

It is interesting to compare the eligibility and the length of the vacation periods between the four different companies.

29

Jewel Food Stores:

One year full-time employment - one week vacation
Two years full-time employment - two weeks vacation

30

National Tea Company:

One year full-time employment - one week vacation
Two years full-time employment - two weeks vacation

31

The Great Atlantic and Pacific Tea Company:

Twenty-six weeks full-time employment - one week vacation
One year full-time employment - two weeks vacation

28 The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 9.

29 Jewel Food Stores Agreement, op. cit., page 5.

30 National Tea Company Agreement, op. cit., page 4.

31 The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 11.

The Kroger Company:

One year full-time employment - one week vacation

Three years full-time employment - two weeks vacation

All of the companies studied pay a full day's wage for each of the six holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated in lieu thereof. The Kroger Company, the Great Atlantic and Pacific Tea Company and the Jewel Food Stores also have obtained the qualification that, to be eligible for this vacation pay, the employee must have worked the day preceding and the day following the holiday. In addition, all companies agree that time and one-half will be paid for work in excess of the holiday week, which would in effect mean a normal hourly week less a full hour day. Days celebrated legally in lieu of a holiday provide for a day off for each employee. Thus, when a holiday falling on a Sunday is observed on a Monday, the employee is eligible to obtain that Monday off also. Jewel Food Stores further states, in its agreement, that no employee shall receive a vacation when he has been absent from work, leave of absence or otherwise for a total of more than 48 working days during the year.

33

Leaves of Absence, Dismissal and Dismissal Pay

Each of the companies studied, with the exception of Jewel Food Stores, have a clause dealing with the disposition of employees on leaves

32 The Kroger Company (Detroit Branch) Agreement, Supplementary Vacation Policy Publication. page 1.

33 Jewel Food Stores Agreement, op. cit., page 6.

of absence. The National Tea Company agreement states that any employee elected to union office requiring his entire time will, upon his return to duty, be reinstated in a similar position as that held when he was granted leave.³⁴ The Great Atlantic and Pacific Tea Company³⁵ and the Kroger Company's³⁶ leave of absence clauses deal primarily with those that are of a military nature. These employees are returned to their jobs and retain their seniority under the provisions of the Federal Selective Service Training Act of 1940, as amended.³⁷ Maternity leaves of absence are not provided for under the terms of the contract for any one of the companies studied. The Executive Committee of the National Association of Food Chains³⁸ feels that leaves of absence for employees to deal with personal business more frequently is treated as a personal matter between the company and the individual employee and in that light is not commonly found in labor contracts.

Dismissals may result from a number of causes. Ostensibly, however, the dismissals of an employee may be grouped under either poor job performance or lack of work because of poor business conditions. Two com-

³⁴ The National Tea Company Agreement, op. cit., page 1.

³⁵ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 5.

³⁶ The Kroger Company (Detroit Branch) Agreement, op. cit., page 5.

³⁷ The most notable aspects of this act provide that the employee, if he reenters the employ of the company within 90 days from his military discharge date, may have his military service counted as company service in maintaining a continuous company seniority status.

³⁸ National Association of Food Chains, op. cit., page 21.

panies; The National Tea Company³⁹ and the Kroger Company,⁴⁰ agreements state that dishonesty, insubordination, drunkenness and discourtesy are good and sufficient causes for dismissal. The Great Atlantic and Pacific Tea Company,⁴¹ along with Jewel Food Stores,⁴² are more aggressive in their tone toward dismissal as a management prerogative. The former company states that sufficient grounds for dismissal exists if any employee fails to discharge his stated duties. The latter company states that any dismissal or suspension, for legitimate reasons, is vested exclusively in management.

Dismissal pay, which is paid only when an employee is released through over supply of personnel, is given recognition in the contracts of the National Tea Company,⁴³ the Kroger Company⁴⁴ and the Great Atlantic and Pacific Tea Company.⁴⁵ The latter two companies further state, in their agreements, that an employee must be on a full-time basis for at least six months prior to dismissal before he shall be given one week's notice, or one week's pay in lieu thereof.

³⁹ The National Tea Company Agreement, op. cit., page 1.

⁴⁰ The Kroger Company (Detroit Branch) Agreement, op. cit., page 5.

⁴¹ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 14.

⁴² Jewel Food Stores Agreement, op. cit., page 6.

⁴³ The National Tea Company Agreement, op. cit., page 4.

⁴⁴ The Kroger Company (Detroit Branch) Agreement, op. cit., Supplementary Sheet.

⁴⁵ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, loc. cit., page 6.

Seniority

Seniority clauses, being an integral part of union security, have found their way into the contracts studied here as they have in labor contracts of other industries. Seniority clauses can present many problems in promotions, geographic and organizational groups they embrace, layoffs and dismissals. Before comparing the clauses covering seniority among the four chains under study, it may be well to discuss more fully some implications of the problems mentioned above. A firm with a seniority clause should study very closely the workability of restricting its promotions on this basis. Obviously, one employee may be far superior in capacity even though his job experience, in terms of years, is short of that of many other employees. A rigidly governed path of progression, based on a seniority clause, could affect undue hardship on efficient utilization of man-power. Chains should also consider the extent to which it is most expeditious to apply group seniority rulings. That is, is it better to have department seniority, store seniority, job classification seniority, or branch and company seniority? This consideration is important insofar as the transferring of employees may be concerned. Union contracts that have layoff restrictions based on seniority lists have obviously removed the company's authority to exercise and determine the order of layoff. This restriction is considered a prime requisite of job security for employees but simultaneously unduly rigidifies the company's store level organizational structure. The above mentioned points dealing with seniority restrictions are on a continuum, overlapping and bearing heavily one upon another. For this reason, both the company and the union have approached with caution and foresight the seniority

46
 clause. A summary of the four companies under study, examining the extent of seniority restrictions, is assembled below.

47
 The Great Atlantic and Pacific Tea Company:

Promotions - based primarily on merit and ability, but when these are equal, seniority will have preference.

Layoffs - based on the seniority list for the total branch.
 48

The Kroger Company:

Promotions - all circumstances being reasonably equal, length of service shall be the controlling factor.

Layoffs - the principle of seniority shall apply for the total branch.
 49

The National Tea Company:

Promotions - no indication given as to the bearing of seniority on promotions.

Layoffs - based on store seniority list, ability being equal, the last employee hired shall be the first laid off.
 50

Jewel Food Stores:

Promotions - no indication given as to the bearing of seniority on promotions.

Layoffs - general principle of seniority applied company-wide. If fitness and ability are equal, length of service will be recognized in cases of layoffs provided there is an appropriate job opportunity available within reasonable distance of the employee's home.

46 National Association of Food Chains, op. cit., page 34.

47 The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 7.

48 The Kroger Company (Detroit Branch) Agreement, op. cit., page 4.

49 The National Tea Company Agreement, op. cit., page 3.

50 Jewel Food Stores Agreement, op. cit., page 2.

Transfers affect the seniority clause in all cases since the company could easily cause severe hardship to an employee by transferring him to a distant point. The impact of such action would be similar to that of a dismissal. For this reason all of the contracts under study, with the exception of Jewel Food Stores, either mention advisement of union officials prior to a transfer or, as in the agreement of the National Tea Company, a commitment by the company to reimburse the employee for such additional transportation expense.⁵¹ This commitment does not appear ideal from the company's standpoint.

Grievances

Most employers endeavor to set a time limit on the bringing up of grievances in order to avoid having to arbitrate old grievances. To effect such a condition, the following clause is reasonable:

Grievances shall be taken up promptly and will not be considered when presented later than fourteen calendar days after the act or omission complained of.⁵²

The length of time for this clause varies between six and fourteen days for the companies under study.

Grievance procedure is thoroughly structured in each agreement and is very similar in application within each of the companies studied. The Kroger Company's clause is included below in as much as it encompasses the techniques of all four companies and appears to consist of a clearly stated grievance and arbitration proceeding.

⁵¹ The National Tea Company Agreement, op. cit., page 4.

⁵² National Association of Food Chains, op. cit., page 27.

Should any difference, 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 the parties, to settle such promptly through the following steps:

1. By conference between the aggrieved employee, the shop steward, or both, and the manager of the store.
2. By conference between the shop steward and business agent of the union, and the district manager or branch personnel manager.
3. By conference between an official or officials of the union and the branch manager, a representative of the company delegated by the branch manager, or both.
4. In the event the last step fails to settle the complaint, it shall be referred to the Board of Arbitration.

The Board of Arbitration shall consist of one person appointed by the union and one person appointed by the employer. In case of disagreement a third member shall be chosen by the Arbitration Board. Should the Arbitration Board be unable to agree on the third member within five (5) days, the Federal Mediation and Conciliation Service shall be asked to appoint as a third member a paid employee of the Federal Mediation and Conciliation Service. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties.⁵³

The Great Atlantic and Pacific Tea Company further states that no grievance will be discussed unless a procedure similar to the one above⁵⁴ has been followed.

Terms of Contract

All of the contracts under study, except one, run for a year's duration and automatically renew themselves on each anniversary date. The Jewel Food Stores' agreement does not specify the contractual duration.

⁵³ The Kroger Company (Detroit Branch) Agreement, op. cit., page 2.

⁵⁴ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 5.

The three chains having agreements with the Retail Clerks International Association each state, in their agreements, that either party wishing the agreement opened for negotiation must serve notice in writing upon the other party not less than sixty days from the termination of the agreement. This technique of tying the contract to a specific date allows both parties to make plans for a term certain. Continual re-opening of a contract puts it on a day-to-day basis and may very well be unsatisfactory to both parties.⁵⁵ This clause usually appears as the last clause in the contract and is followed by the names and signatures of both union and management officials.

Management

Management clauses ostensibly reaffirm the right of management to function in that capacity. This would include a reiteration of management's prerogatives, not expressly limited by the provisions of the contract in the business of directing the working force. All of the agreements under study, with the exception of the National Tea Company, have management clauses. The following management clause, that of the Great Atlantic and Pacific Tea Company, appears to be representative:

The management of the business in all its phases and details shall remain vested in the employer. The rights of the employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.⁵⁶

⁵⁵ National Association of Food Chains, op. cit., page 28.

⁵⁶ The Great Atlantic and Pacific Tea Company (Grand Rapids Branch) Agreement, op. cit., page 3.

It is interesting to note the relatively stronger position taken by the Jewel Food Stores' management in their agreement in connection with the management clause:

The management of the business and the direction of the working forces, including the right to hire, suspend, or discharge for good and sufficient cause, and the right to relieve employees from their duties because of lack of work, dishonesty, insubordination, poor performance on the job, and for other legitimate reasons, is vested exclusively in the company.⁵⁷

Restrictive Clauses

Restrictive clauses are those that may work an undue hardship on the employer, employees or both. Any clause that hampers the efficient operation of the business can be construed as restrictive by management. A case in point is the restrictive clause in the National Tea Company agreement with the Amalgamated Meat Cutters. This clause expressly forbids the sale of prepackaged meat products and further specifies that all cutting, preparing and fabrication of meat products shall be done on the store premises or immediately adjacent thereto.⁵⁸ A study of this clause quickly reveals the serious threat it constitutes, from the company's viewpoint, to more progressive merchandising. A restrictive clause affecting the union's interest might be interpreted from the Kroger Company and Retail Clerks International Association agreement. This clause provides that the agreement may be reopened for negotiation of wage rates only one year from the effective date of the present agreement.⁵⁹ If

⁵⁷ Jewel Food Stores Agreement, op. cit., page 1.

⁵⁸ Amalgamated Meat Cutters Agreement, op. cit., page 4.

⁵⁹ The Kroger Company (Detroit Branch) Agreement, op. cit., page 6.

this terminology is adhered to, the union cannot present requests in any other areas of the agreement. Restrictive clauses are numerous and of various types. Among them are numbered clauses dealing with limitations on apprentices, tonnage per employee, work period and guaranteed overtime hours.

Competitive Protection Clauses

Competitive protection clauses have not been included in any of the contracts under study but can conceivably be very meaningful when advantages are offered one chain by the union while being withheld from another. This case may exist when unions are organizing an area and are particularly anxious to make rapid gains in quantity of representation. Companies may make provision against this contingency by utilizing a clause requiring amendments when a case of unfavorable treatment can be proven.⁶⁰

As was indicated in the last descriptive clause, unfavorable contract agreements can be ironed out by both alert management and union representatives. This concept can be projected to the entire study of contract clauses. While one firm apparently has been unsuccessful in securing a clause as favorable as another firm for a particular phase of operation, it can be observed where it makes up that deficit on another clause. In an overall picture, it would appear that no one company is at a tremendous disadvantage as compared to another company insofar as contract inequalities are concerned.

⁶⁰ National Association of Food Chains, op. cit., page 32.

CHAPTER V

DEVELOPING BETTER EMPLOYEE-MANAGEMENT RELATIONS

AT THE STORE LEVEL

Once a food chain has been organized and a union contract signed, the best thing that can be done is for both parties to live under the relationship as harmoniously as possible. The subject of this chapter, therefore, will be to examine some overt attempts made by food chains to foster smooth relations and to prevent problems from arising.

The order of this study will be followed on a chronological basis. First, some tools used to get a new worker orientated to his job will be examined. Next, information made available by several chains to their store management in the areas of accepting responsibilities and leading people will be reviewed. Lastly, an example of a technique used in management evaluation will be presented. This presents a comparatively complete picture of a structured progression ranging from the introduction of a new worker to an end result evaluation of management's interaction with him.

The Kroger Company provides each of its store managers with an interview guide that encompasses the most effective techniques of interviewing prospective employees. This company feels that, by using this guide, the store manager can accomplish two ends. First, he can structure an interview to obtain the most useful information and, secondly, he can favorably impress the prospective employee by the conduct of the interview. The interview guide is illustrated below:

THE INTERVIEW GUIDE

HOW TO INTERVIEW PROSPECTIVE STORE CLERKS

PUT THE APPLICANT AT EASE

- Be friendly and courteous.
- Provide privacy-away from other people.
- Be a good listener; let him talk.

GET HIS STORY

- Why he wants a job.
- Why he is interested in this company.
- What he can do.

GET ALL THE FACTS

- Take enough time.
- Ask questions with a purpose.
- Avoid general impressions and hasty judgements.

GET HIM OFF TO A GOOD START

- Tell him about the company and the job.
- Tell him about insurance, vacations, pay increases.
- Introduce him to his immediate supervisor.

CHECK THE THREE KEY QUALIFICATIONS

PERSONALITY

HOW WILL HE IMPRESS THE CUSTOMER?

- Observe him carefully. Is he clean, neat, and courteous?
- Can he talk well? Does he smile? Is he grown up enough?

HOW WILL HE GET ALONG WITH THE MANAGER AND WITH OTHER CLERKS?

- Ask questions such as, "How did your last boss treat you?"
- "Why did you quit?" Encourage him to talk. Watch for
- "touchy" spots; think twice about a man who has had "troubles" -
- on the job, with family, at school, etc.

INTEREST

DOES HE HAVE PERSONAL INTEREST TO WORK FOR?

- Check application, ask questions. Does he have responsibilities -
- rent or board to pay, insurance, etc., particularly dependents?

ARE HIS JOB INTERESTS IN LINE WITH OUR BUSINESS?

- Ask questions such as, "Why do you want to work in a grocery
- store?" "Why did you choose this company?" Does he like people?
- Encourage him to sell himself. Is his interest real? Is he
- changeable in interests or jobs - a "floater?"

ABILITY

DOES HE HAVE ABILITY TO SUCCEED?

Is he physically fit? Check application, ask questions, especially about time lost for illness. Is he mentally fit? Does he appear dull? Is his education sufficient? Will he learn easily? If he claims experience, check its value by careful questioning.

WILL HE BE PROMOTABLE?

Review the interview in your mind. After training and experience, is it likely that this applicant will move ahead with the company?¹

Once an employee is hired, Jewel Food Stores issues a booklet to him entitled, "One Third of Your Life". The larger portion of the booklet deals with the employee's status under the union contract; his rights and benefits. The booklet also emphasizes certain desirable aspects of the Jewel Food Stores; their growth, personality, quality, low prices and fair dealing. In relation to the new employee, the booklet describes the security and retirement opportunities to be obtained; the review of an employee's progress that is made periodically by his supervisor; and the attitude of team play that is fostered between the employees and their management. The theme around which the booklet is built is designed to motivate favorably the new employee toward the employer by showing him the advantages of working for Jewel Food Stores.

The Kroger Company prescribes the use of an induction schedule which it puts in the hands of all store managers. The schedule covers information not only valuable to the new employee's general job orientation in the store but also such help as he may need of a personal nature in adjusting to a new environment. The schedule runs for approximately the duration of one week and decreases in its application as the employee progresses.

¹ The Kroger Company, Store Manager's Personnel Book. Cincinnati, Ohio. 1946. page 32.

INDUCTION SCHEDULE FOR INTRODUCING A NEW EMPLOYEE TO HIS JOB

- A Guide For Management -

<u>When</u>	<u>What and How</u>	<u>By Whom</u>
First Day		
1. Immediately following arrival ($\frac{1}{2}$ hour)	1. Information needed in daily routine: A. Where to leave hat, etc. B. Any necessary information on getting to and from work - transportation facilities, etc. C. Starting time, meal periods, stopping time, "store hours." D. Hours per week, overtime compensation, reporting hours worked. E. When, where, how and by whom he will be paid. F. Opportunity for questions.	1. Department Head, Foreman, or Store Manager
2. Following ($\frac{1}{2}$ hour)	2. Meeting other employees; getting to know layout of work area; A. Trip through department, plant, or store, with general explanation of functions. B. Show employee where he is to work and have him meet neighboring workers. C. Location of wash and rest rooms, bulletin boards, and cafeteria (if one). D. Tell him about any special rules on leaving department or job, smoking, fire protection.	2. Management representative in charge (or assigned key employee)
3. Until Lunch period	3. Job instruction, including appropriate safety measures.	3. Management representative in charge (or employee assigned as trainer)
4. Lunch period	4. See that someone eats with new employee and introduces him to others.	4. Neighboring employee

- | | | |
|---|--|---|
| 5. After lunch until one-half hour before end of work day | 5. Job instructions (or close supervision of work). | 5. Foreman, Store Manager or Department Head or Trainer |
| 6. One-half hour before end of day | 6. A. Ask employee how he is getting along; if he has any questions, etc.
B. Encourage employee to talk about himself, his family, his interests. | 6. Immediate superior |

Second Day

- | | | |
|---------------------------------|---|---|
| At convenient time | Discuss other basic procedures and policies.
A. Being late or absent—when and whom to call.
B. Reporting accidents; first aid.
C. Entry to company premises. | Management representative in charge (or assigned key employee) |
| Within The First Week | Review handbook with employee
A. To see that he understands contents.
B. To give opportunity to ask questions.
C. Trip to other departments, if practical. | Management representative in charge (or assigned key employee) |
| At End of First Week | Interview with employee
A. Find out what he is thinking.
B. Clear up any misunderstanding. | Management representative in charge (or assigned key employee) |
| At Time He Gets First Pay Check | Explain computation of pay; answer any questions he may have on deductions, overtime pay, etc. | Management representative in charge (or assigned key employee) ² |

If the points enumerated in the schedule are fully clarified in the employee's mind, the employer can feel that he has done much spade work

toward developing a more lasting employee-management relationship. A point that often is overlooked by management but which is given cognizance in the schedule listed above is that of a follow-up at the end of the first week's employment. It is here, where the loose ends and misunderstandings are brought in and ironed out, and the entire process can be cemented. Not only does this schedule facilitate the employee's adjustment but, if conscientiously administered, does much to sell him on the company as a whole.

When the employee has adjusted to the job, store management must be ever alert to maintain him as a smoothly functioning part of the store organization. American Stores has arrived at a set of appeals to motives that might be encountered in the employee's personality. That organization feels that, by distributing this type of information to their store managers, they can obtain a maximum of inter-store harmony. It is interesting to see the approaches this company employs.

Motives

Pride

Ambition

Appeals

Praise - specific, challenging - for good work.

Criticism - ask specific, constructive questions about shortcomings.

"You're good (specific praise); would you be interested in getting even better? (Constructive suggestions in the form of operations).

Give opportunity to make a showing by giving specific responsibility and authority.

Compare with average, offer constructive help.

Selfishness
Laziness

Must insist on job being done right, therefore, why not save yourself criticism by doing it right on your own responsibility?

Easier if you do it this way.

Desire for Security

Compare score on poor performance with the average by asking; "What do you think we had better do about this?"

Competitive Instinct

Stage a contest. Cashiers-please, thank you, smiles per customer. Stock clerks - missing prices, wrong prices, clean shelving, missing items in stock in backroom. Produce - give each clerk an item to sell, (winner highest percent)

Desire To Be Well
Regarded Reputation

Score each operation regularly, maintain running score record.

"What kind of reputation do you think I would have if I did what you do?"

"I'm sure you do not realize how much you (cite bad habit). I'm also sure that if you would (cite constructive suggestion) everyone would think better of you."

Desire For Self-
Expression
Desire for Recognition

Give specific responsibilities and authority. Ask for ideas about his work.

Reason, Logic and Good
Sense

Get him to see the facts (score, ask questions) then, ask his opinion of them.

Ask his opinion of the soundness of the score sheet.

"What good does it do you to (cite personal fault)?"

Respect For Authority

Ask him to state policy, explain why he violated it, insist on correction right then and there.

Regard for Public
Opinion
Desire to Conform

Score below par operation, compare
with other scores (avoid naming
names.)

Loyalty
Fair Mindedness

Present facts (score) and ask:
"Are you loyal to the company
when you take their pay for this
kind of performance?"

Will you give it a fair trial?"

The end result of such a technique is to help the store personnel do what should be done, when it should be done, the way it should be done, because they want to do it.

The Kroger Company issues a personnel manual to all of their store managers. Within the manual they devote a section to job relations and how a store manager can obtain the best results through his work force. The first part describes the foundation for good relations and covers four broad hypotheses:

Let each worker know how he is getting along. Figure out what you expect of him. Point out ways to improve.

Give credit when due. Look for extra or unusual performance. Tell him while "it's hot".

Tell people in advance about changes that will affect them. Tell them why, if possible. Get them to accept the change.

Make the best use of each person's ability. Look for ability not now being used. Never stand in a man's way.

In the second part of job relations, the company anticipates the eventuality of important personal problems arising and endeavors to give the store manager a structured approach to the handling of a problem. Four steps are decided upon as guideposts which are illustrated below:

Get the facts - review the record. Find out what rules and customs apply. Get opinions and feelings. Be sure you have the whole story.

Weigh and decide - fit the facts together. Consider their bearing on each other. Check practices and policies. What possible actions are there? Consider effect on individual, group and production. Do not jump at conclusions.

Take action - are you going to handle this yourself? Do you need help in handling? Should you refer this for additional study. Watch the timing of your action. Do not pass the buck.

Check results - how soon will you follow up? How often will you need to check? Watch for changes in output, attitudes and relationships. Did your action help production?

These principles point in the direction of more objectivity in problem solving by store management and if used consistently, can keep the store manager from becoming emotionally involved with any member of his work force.

The Kroger Company, in aspiring to secure better follow-through on employee-management relations, has devised an evaluation sheet to review the performance of their store managers. While the evaluation sheet covers many areas of store operation, cognizance is given to leadership specifically in one entire section, although it is an implicit consideration in many others. The purpose of the review is to help the store manager develop himself and to focus his attention on those characteristics in which he needs to improve his performance. The points on which the store manager's performance is judged are:

- Gaining the active cooperation and interest of his employees.
- Knowing employees and making the best use of their ability.
- Being a leader rather than a driver.
- Delegating responsibilities.
- Giving proper training to his employees.
- Accepting responsibility.
- Seeing to it that his department heads are efficient.

Maintaining discipline in the store.
 Developing good men for promotion.⁴

It can readily be observed that proficiency to any measurable extent in these important duties are an integral part of successful employee-management relations at the store level. The store manager is judged on the basis of three answers: (1) Improve now; (2) O.K. for now; and (3) Compliment. The interview at which the store manager is evaluated is attended only by himself and his district manager. The store manager is encouraged to discuss and express both his "weak" and "strong" points in order that they may be approached objectively and a solution or improvement planned. Indeed, the entire purpose of the interview is not to judge but to seek channels of improvement.

This chapter has been concerned with a cross-sectional study of three concepts, all operating on a continuum, that food chains are recognizing in their attempt to gain the active cooperation of employees at the store level. Operating on the premise that first impressions are best, management must orientate an employee to his job smoothly and expeditiously. To anticipate and be prepared for the day to day problems of union-management relationships, individual store managers should have a concretely developed and unified approach to job relations and employee-motivated problems. Lastly, management requires a formal tool to measure in some way the degree of effectiveness or improvement they need for living with a unionized work force.

⁴ The Kroger Company, Store Manager's Evaluation Sheet. Cincinnati, Ohio. page 2.

CHAPTER VI

SUMMARY

The purpose of this chapter will be to integrate the preceding chapters in such a manner that the field of food chain union-management relations might be viewed in its proper perspective.

The union organizer who attempts to organize the workers within a particular chain usually moves into the situation by either contacting the employees on the job or during their off-duty hours. He distributes union pamphlets and tries to build a solid nucleus of workers interested enough to contact their friends in other stores. He needs written evidence of authority to represent from at least 51 percent of the workers to obtain an international charter. With the issuance of a charter, initiations and elections can be held and the overall union position consolidated.

The charter is issued by an international union and for a description of international union structure, the Retail Clerks International Association has been selected for analysis insofar as it has the largest claimed grocery clerk membership. This International has nine executive administrators, a president, seven executive vice-presidents and a secretary-treasurer. These nine individuals form a general executive board which rules on all laws and policies. The general executive board has the authority and responsibility to issue and withdraw local charters and to repeal any local by-laws which do not conform to the international constitution; to remove any officer for incompetency or non-performance of duties; and to fill the vacancy until the next convention; to take charge of any local's affairs when it is decided this is necessary to protect or advance

the interests of the union; to pass on grievances and claims of locals; to reverse or appeal any action of an international officer; publish an international organ and levy assessments. At the local level the officials are either administrative or non-administrative, the former being full-time paid appointees while the latter are industry workers, usually without remuneration. Administrative officials are the local business agent and the secretary-treasurer, while the non-administrative officials are a president, vice-president, recording secretary and a variable number of trustees.

Collective bargaining is the process by which food chain union contracts are negotiated. As far as bargaining practices are concerned, it seems to be a good concept to make a union bargain for everything it gets and once the bargain is made, definitely make certain that the union gets everything it is entitled to under the contract and that the company also secures everything that the union and its members are supposed to give under the same contract. Larger chains employ a Labor Relations department to negotiate their individual contracts, often in cooperation with the head of the division for which the contract is to apply. Unions submit their proposals either before or at the first negotiating session. The chief reasons company negotiators prefer the last method is that it relieves the employer of the obligation of a counter-proposal at the first meeting and he can devote his time to exploratory discussion. Counter-proposals by the employer follow the union's original proposal and ground is given by both parties rather slowly. The procedure from there on is rather fluid, depending upon the issues, but eventually a compromise language is worked out and agreement is reached. A typical example of a recently negotiated

clause is presented in the changing wage structure relating hourly wage rates to the "Consumers Price Index for Moderate Income Families". That was cited in Chapter III.

The examination of four union contracts in Chapter IV on the basis of 14 representative clauses, usually included in such contracts, revealed several outstanding considerations. The most striking aspect of the study was the subtle control the Jewel Food Stores has over their employees which is not evidenced by those employers whose employees are represented by an international local. This control is compensated for, however, to a degree by the relatively high wages, comparatively liberal vacation policy and other such employee benefactions of that particular company.

The concept of union contracts constituting a restriction on normal business operation is revealed by the restrictive clause that expressly forbids the sale of pre-packaged meat products in the National Tea Company's agreement with the Amalgamated Meat Cutters Local Union. It is a point well taken that both employers and unions should approach with extreme caution those clauses that will in any way limit their prerogatives.

It is important to feel the tone of the contract through several aspects. While the contracts of the Kroger Company and the Great Atlantic and Pacific Tea Company appear similar insofar as they have no particularly distinguishing qualifications or restrictions such would not seem to be the case of the National Tea Company. It appears that they have not endeavored to reaffirm their management clause and such a factor as a commitment to pay transferred employees transportation costs might become costly were there a need for a contraction of their working personnel with retention of senior employees.

Since negotiating of contracts was seen as a swapping and compromising of proposals and counter-proposals, it can safely be implied that many clauses that might appear as overtly favorable or unfavorable to either unions or management were concessions given to secure more important issues. Viewed objectively, however, it is possible to compare overall contract contents at a given time as being favorable to the employer, balanced equally between employer and union or favorable to the union. In a comparison among the companies investigated here, Jewel Food Stores appears to have a contract somewhat favorable to the employer. The Great Atlantic and Pacific Tea Company and the Kroger Company have an approximate balance between employer and union, and the National Tea Company contract almost imperceptibly is more favorable to the union.

The reasoning in support of the statements on favorability mentioned in the preceding paragraph can be expanded by further detail. Jewel Food Stores emphatically state that there shall be no diminution or suspension of work whatsoever during the term of the agreement and the relatively strong position taken in its right of management clause, leaves no doubt as to where that prerogative lays. Dismissal decisions are also vested exclusively in the management. Both the Great Atlantic and Pacific Tea Company and the Kroger Company have a number of clauses that appear favorable to the union. At the same time, however, other clauses in their contracts appear to compensate and be favorable to the company. For instance, the Great Atlantic and Pacific Tea Company is aggressive in its tone towards dismissals being a management prerogative, but does not endeavor to seek a union commitment of no striking in the event of unsuc-

cessful arbitration of a grievance during the term of the contract. The Kroger Company takes a similar stand throughout its agreement and for this reason it is felt that a balance has been achieved by those two companies. The National Tea Company does not obtain a union commitment of no striking in the event of unsuccessful arbitration of a grievance during the term of the contract. Further, the employee is not required to work the day preceding or following his vacation to be eligible for vacation pay. For small omissions such as this, the National Tea Company was felt to have a contract not quite as tightly woven as the others and therefore, somewhat more favorable to the union in its application.

It is in the best interests of the employer that he have employees favorably motivated in behalf of the company and to such an end are directed the techniques for effecting more harmonious store level interaction. A store manager must have a spontaneous insight into a prospective employee and face-to-face interviewing can produce efficient selection if carried out in a meaningful manner. It is important for new employees to be orientated with dispatch to their new job and booklets such as Jewel Food Stores', "One Third Of Your Life" and the Kroger Company's induction schedule does much to help them define their status objectively.

While it is relatively easy for store managers to become proficient in ordering, bookkeeping and display through training manuals and job experience, many remain inept in handling problems dealing with their work force. American Stores has developed a set of appeals to the different motives store managers might encounter in their day to day handling of personnel. The Kroger Company, among others, adds an evaluation program in its approach to the foundations of good personnel relations.

They review, periodically, the success or need for improvement of each store manager in carrying out his functions of leadership and responsibility.

The progression from the incidence of food chain union organization to the techniques used by farsighted management in seeking more harmonious employee relations well illustrates the important role of labor in the food chain industry. The man who works in today's modern food store may confidently look to the future for continued equitable treatment.

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