Ix-1/631

AGREEMENT

THIS AGREEMENT has been entered into on.....

business in the City of St. Louis, St. Louis County, St. Charles, Missouri, and Madison County, Illinois. hereinafter designated as the Employer and the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 88, A.F.L.-C.I.O., hereinafter designated as the Union.

COMPANY'S NAME.....

ARTICLE 1—PREAMBLE ARTICLE 2-MUTUAL OBLIGATION ARTICLE 3—BARGAINING RIGHTS

ARTICLE 4—CONDITIONS OF EMPLOYMENT

ARTICLE 5-MANAGEMENT RIGHTS

ARTICLE 6—GRIEVANCE AND ARBITRATION PROCEDURE

ARTICLE 7—STRIKE AND LOCKOUT

ARTICLE 8—HOURS

ARTICLE 9—OVERTIME

ARTICLE 10—JOB DESCRIPTIONS

ARTICLE 11—WAGE RATES

ARTICLE 12-WAGES IN LOW VOLUME MARKETS

ARTICLE 13-WAGES - FISH AND POULTRY **EMPLOYEES**

ARTICLE 14-WAGE RATES - EXTRA HELP AND SUPERANNUATED

ARTICLE 15-HOLIDAYS

ARTICLE 16—VACATIONS

ARTICLE 17—JURY SERVICE

ARTICLE 18—HEALTH AND WELFARE

EMPLOYEES

ARTICLE 19-UNION MARKET CARD

ARTICLE 20—HEALTH

ARTICLE 21—ELIGIBLE TO WORK

ARTICLE 22—TOOLS FURNISHED

ARTICLE 23—TRANSFER OF MERCHANDISE

ARTICLE 24—SENIORITY

ARTICLE 25—NEW TYPE MACHINERY

AND EQUIPMENT

ARTICLE 26—EXPIRATION

ARTICLE 1—PREAMBLE

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

ARTICLE 2-MUTUAL OBLIGATION

The Union agrees to print the contract. The Union and the Employer agree that within the AGREEMENT SHALL BE PRINTED a clause reading as follows:

"Your attention is called to the following AGREEMENT between your Company and your Local Union No. 88. This AGREEMENT sets forth terms and conditions of employment, a mutual pledge of efficiency and cooperation, and recognition of mutual obligations. Your Company will not recognize any other collective bargaining agency nor enter into any other agreement setting forth hours, wages, and conditions of employment as herein defined during the life of this AGREEMENT. Your Company and your Union expect that you will examine this AGREEMENT carefully."

ARTICLE 3—BARGAINING RIGHTS

(a) The Union shall be the sole and exclusive bargaining agent for all employees in the following classifications: head meat cutter, journeyman and apprentice in the meat markets and wrappers in the self-service markets and employees of fish and poultry departments of the Employer located in the City of St. Louis and St. Louis County, St. Charles, Missouri, and Madison County, Illinois.

(b) The Employer agrees not to enter into any agreement or contract with the employees, which in any way conflicts with the terms and provisions of this AGREEMENT.

(c) The Union agrees that if more favorable terms or conditions than those contained in this AGREEMENT are granted by the Union to any employer or employees whose work and operations are the same as those of the Employers who are signatory to this AGREEMENT the same shall be immediately granted to the Employers parties to this AGREEMENT.

ARTICLE 4—CONDITIONS OF EMPLOYMENT

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this AGREEMENT, shall become members of the Union not later than the thirty-first day following the beginning of their employment, or the execution date of this AGREEMENT, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the

Union shall be conditioned upon those persons continuing their payments of the periodic dues of the Union; and that the continued employment of persons who are in the employ of the Employer prior to the date of this AGREEMENT and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first day following the execution date of this AGREEMENT. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Employer, however, shall not discharge an employee for non-membership in the Union if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE 5-MANAGEMENT RIGHTS 6732

(a) The management of the business and the direction of the working forces including the right to plan, direct and control operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, shall be vested in the employer, provided, however, that it will not be used for the purpose of discrimination against any employee.

(b) All fresh or frozen meat, sausages, fish, seafood, poultry, smoked meat and rabbits shall be handled by the meat department employees. All fresh or frozen fish and poultry and all fresh or frozen meat, namely, pork, beef, veal, lamb, mutton, and also, all sausages, smoked meat and rabbits and ground meat must be cut, weighed, sliced and wrapped on the premises; except, however, the employees covered by this AGREE-MENT will handle those items that were prepared and packed off the premises prior to October 2, 1950. It is expressly understood that to do otherwise will be a violation of this AGREEMENT.

ARTICLE 6—GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1. By conference between an official of the Union and the Employer.

Step. 2. In the event that Step No. 1 fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

(b) The Board of Arbitartion shall consist of five (5) members—two to be designated by the Employer, two by the Union, and the fifth by the first four. In the event that the first four arbitrators connot agree upon the selection of the fifth, then the fifth shall be appointed, upon the request of either party, by any judge of the United States District Court for the Eastern District of Missouri.

(c) The decision of a majority of the Board of Arbitration shall be final and binding on the parties of this AGREEMENT, but such Board shall not be empowered to add to, detract from or alter the terms of this AGREEMENT in any way.

(d) The fee and expenses, if any, of the arbitrators selected by the Employer and by the Union shall be paid by the party making the selection. The fee and expenses of the fifth member of the Board of Arbitration shall be shared equally by the parties, and whatever other expenses are involved in the arbitration hearing shall be shared equally by the parties.

(e) In case of dispute as to wages the Employer agrees to submit to an authorized representative of the Union, bona fide copies of employees' social security records.

ARTICLE 7—STRIKE AND LOCKOUT

(a) During the term thereof, the Union agrees that there shall be no strike. The Employer agrees that there shall be no lockout. The Employer also agrees that it shall not be a violation of this AGREEMENT nor shall the employees covered hereunder be subject to discharge for refusal to cross a picket line and perform work in any instance where the picket line has been duly authorized and established for a legal purpose. Before the Union gives official recognition to any picket line, it shall discuss such action with the Food Council of Greater St. Louis. The Union agrees that in the event of a picket line, it will do all in its power to help effect a prompt and fair settlement and avoid unnecessary stoppage of work.

ARTICLE 8—HOURS

(a) FORTY (40) HOUR MARKETS—Forty (40) hours, two (2) seven and one-half (7½) hour days, two (2) eight (8) hour days, and one (1) nine (9) hour day, or five (5) eight (8) hour days, with one full day off, shall constitute a normal week's work to be worked in five (5) days within the week, beginning on Monday and ending on Saturday, in markets remaining open any night or nights or where two (2) or more regular employees are employed. The above hours shall be worked consecutively. One (1) full hour shall be allowed for lunch. Regular steady day employees shall complete their day's work no later than 6:00 P.M., with the exception of the nine (9) hour day and the day (a nine (9) hour day) preceding holidays, which shall be no later than 7:00 P.M.

6:3

- (b) FORTY-FIVE (45) HOUR MARKETS—Forty-five (45) hours shall constitute a normal week's work beginning on Monday and ending on Saturday in markets where one (1) man is employed. Hours to be worked in five (5) days within the week, one (1) full day off. Employee may work five (5) nine (9) hour days (days work to be completed no later than 6:00 P.M.) or three (3) nine hour days, one (1) eight (8) hour day and one (1) ten (10) hour day. Each day's work to be completed not later than 6:00 P.M., with the exception of the ten (10) hour day and the day (a ten (10) hour day) preceding holidays which shall be completed no later than 7:00 P.M. One (1) full hour shall be allowed for lunch. In markets where the owner works in the meat department, the forty (40) hours per week clause shall apply.
- (c) SELF-SERVICE MARKETS—The following shall apply to male employees in self-service markets employing female wrappers: forty (40) hours, five (5) eight (8) hour days, with one (1) full day off, shall constitute a normal week's work to be worked in five (5) days within the week, beginning on Monday and ending on Saturday. The above daily hours shall be worked consecutively. One (1) full hour shall be allowed for lunch. Regular steady day employees shall complete their day's work no later than 6:00 P.M.

In markets operating after 6:00 P.M., a journeyman shall be on duty while the market is in operation.

- (d) A working schedule showing number of hours and days of employment of each regular employee shall be posted in each market.
- (e) The regular starting time for head meat cutters on any scheduled work day shall be not later than 9:00 A.M., unless agreed to by the Union.
- (f) Notwithstanding any other provision of this AGREEMENT, head meat cutters may continue to work overtime in stores where they have been working such overtime.

ARTICLE 9—OVERTIME.

Employees who work beyond their daily hours of work scheduled herein shall be paid at the rate of time and one-half. There shall not be any scheduled overtime unless arranged for between the Union and the Employer.

Overtime will be permitted in cases of emergency only, for head meat cutter or journeyman, when Union is unable to furnish help.

Notwithstanding any other provisions of this AGREEMENT, head meat cutters may continue to work overtime in stores where they have been working such overtime.

ARTICLE 10-JOB DESCRIPTION

WRAPPERS—Wrappers in self-service markets shall be able to weigh, wrap, price, box, boat or board merchandise, except boating or boxing of poultry.

APPRENTICES—An apprentice is a person learning all the details and developing manual skill for performing after a stated number of years training, the duties of a journeyman meat cutter.

JOURNEYMAN—A journeymen is a skilled meat cutter who has either served as apprentice in accordance with the period of time as set forth in this AGREEMENT or is qualified as a skilled meat cutter. He shall be able to perform all of the following duties: prepare all cuts of meat, including blocking out sides of beef; weigh, price, wrap, cut and slice any meat; serve trade; grind meat, cube steaks and patty steaks; prepare merchandise for wrappers; use all tools including power tools (saws, hand or power), grinder, cubing machine, patty machine, sealer, Bar-B-Q equipment wrapper machine, conveyor equipment; clean all equipment and tools.

HEAD MEAT CUTTER—The head meat cutter shall be able to perform any or all of the duties of a journeyman, and in addition shall be qualified to order and receive merchandise, and to train and direct the work of other employees of the Meat, Fish and Poultry Departments.

JI 0011	or employees or one mean, in	II CHICA	1 outer	y Del	Deel Cl.	IICIIO	3.	10	-			The	79	1
ARTI	CLE 11—WAGE RATES					1		CY	n		Effective		Effective	×
					15	1			1		11-1-59 to	1-29-61 to	1-28-62 to	7
					6	1					1-28-61	1-27-62	1-26-63	1
(a)	Head Meat Cutter shall rece	ive as	a mini	mum	wag	e pe	r we	ek	_	_	\$129.50	\$135.00	\$140.50	
	Journeyman shall receive as	a min	nimum	wag	e per	· wee	k —	_	_	_	115.00	120.50	126.00	
	Apprentices shall receive as	a min	nimum	wag	e pe	r we	ek t	he f	ollow	ing:				
	1st 6 months — — —			_	_	_	_	_	_	_	74.50	80.00	85.50	
	2nd 6 months — — —			_		_	_	_	_	_	87.00	92.50	98.00	
	2nd year — — — —			_	_	_	_	_	_	_	97.00	102.50	108.00	
	3rd year			_	_	_	_		_	_	104.50	110.00	115.50	
	After 3 years to receive			_	_	_	_	_	_	_	Journe	yman's ra	ite.	
Α	1. 1 1. 1 111 11			0 1	T .									

Apprentices may be hired with the permission of the Union.

When an Employer is granted permission to hire an apprentice, he agrees to train the apprentice in accordance with the procedure established in the MEAT CUTTERS APPRENTICESHIP STANDARDS for St. Louis and Vicinity and Madison County, Illinois,, which have been approved by and registered with the Bureau of Apprenticeship, U. S. Department of Labor, Washington, D. C., and if and when amended hereafter.

1	(b) The following shall apply to employees in Self-Service Meat Departments e	mploying :	female wr Effective	appers.
	C40	11-1-59 to	1-29-61 to	1-28-62 to 8
	3	1-28-61	1-27-62	1-26-63
ig	Head Meat Cutter, where there are twelve (12) or more full-time employees in the Meat Department (both male and female) shall receive as a minimum wage]
1	per week — — — — — — — — — — — —	\$155.00	\$160.50	\$166.00
2	Head Meat Cutter, where there are nine (9) or more full-time employees in the Meat Department (both male and female) shall receive as a minimum wage			
	per week — — — — — — — — — — — —	149.50	155.00	160.50
	Head Meat Cutter where there are eight (8) or less full-time employees in the Meat Department (both male and female) shall receive as a minimum wage			
	per week — — — — — — — — — — — —	134.50	140.00	145.50
	Journeyman shall receive as a minimum wage per week — — — —	118.50	124.00	129.50
	Wrappers in self-service Meat Department who weigh, wrap, price, box, boat or board merchandise, except boating or boxing of poultry, will receive as a minimum wage per week the following:			
	Starting rate — — — — — — — — — — —	71.50	77.00	82.50
	After three months — — — — — — — — — — —	74.50	80.00	85.50
	After six months — — — — — — — — — — —	77.00	82.50	88.00
	After one year — — — — — — — — — — — —	79.50	85.00	90.50
	The following applies to wrappers forty (40) hours five (5) eight (8) hour	dave wit	h one (1)	full day

The following applies to wrappers—forty (40) hours, five (5) eight (8) hour days, with one (1) full day off, shall constitute a normal week's work to be worked in five (5) days within the week, beginning on Monday and ending on Saturday. The above daily hours shall be worked consecutively. (One (1) full hour shall be allowed for lunch. Employees shall complete their day's work no later than 6:00 P.M.

Female employees shall receive one fifteen (15) minute rest period in each four hour work shift. Such rest periods shall begin not earlier than the beginning of the second hour of employment and the end of the third hour of employment.

Female employees shall not be permitted to work part-time, unless permission is granted by the Union.

- (c) Use of the fully automatic wrapping machine (as distinguished from the present type semi-automatic wrapping machine now in operation) shall be a violation of this AGREEMENT.
- (d) It is hereby agreed that an increase of thirteen and three-fourths cents (13%c) per hour shall be paid for all hours worked in all classifications retroactive to November 1, 1959, for all head meat cutters, journeymen, apprentices, meat wrappers and fish and poultry employees.
- (e) The effective date of wages for St. Charles, Missouri, and Madison County, Illinois, shall be January 31, 1960, rather than November 1, 1959.

ARTICLE 12-WAGES IN LOW VOLUME MARKETS

The wages of all employees in those markets where the average gross meat sales are less than \$1,135 per week; in such cases, the wage schedule of the employee shall be decided by an authorized representative of the Union, the employee and the Employer and same shall be put in writing (three (3) copies): one copy for the Union; one copy for the Employer and one copy for the employee.

the chief, the copy for the amployer than one copy for the company of	TARR - 45	TICC. It	TACC IS
	Effective	Effective	Effective
ARTICLE 13—WAGES—FISH AND POULTRY EMPLOYEES	11-1-59 to	1-29-61 to	1-2862 to
	1-28-61	1-27-62	1-26-63
One (1) Fish and Poultry Employee in each market shall receive a minimum wage per week — — — — — — — — — — — — — — — — — —	\$115.00	\$120.50	\$126.00
mum wage per week — — — — — — — — — — —	106.00	111.50	117.00
ARTICLE 14—WAGE RATE—EXTRA HELP AND SUPERANNUATED EM	PLOYEES	3	
Extra help in night markets operating after 6:00 P.M. on weekdays and 7:00 P.M. on Saturdays and days preceding holidays shall be paid this amount per hour to 5:00 P.M. — — — — — — — — — — — — — — —	\$2.921/2	\$3.061/4.	\$3.20
Extra help in night markets operating after 6:00 P.M. on weekdays and 7:00 P.M. on Saturdays and days preceding holidays shall be paid this amount per hour after 5:00 P.M. — — — — — — — — — — — — — — — — — —	3.221/2	3.361/4	3.50
Extra help in regular markets which do not operate at night (past the above		/30	
hours mentioned, as defined in Article 8(shall receive this amount per hour	2.871/2	3.011/4	
No help will be sent out for less than four (4) hours guarantee on weekdays and days are days and days preceding helidays	nd eight (8	3) hours o	n Satur-
days and days preceding holidays. All employees shall be guaranteed eight (8) hours of employment on Saturdays Extra help in regular markets not operating at night and operating within five			
be guaranteed nine (9) hours on Saturdays or days preceding holidays.	(o) mile (o) nour d	ays silaii

\$3.631/2

\$3.771/4

\$3.493/4

Extra help employed in self-service markets, employing female wrappers, shall

receive this amount per hour -

They shall be guaranteed four (4) hours per day and eight (8) hours on Saturdays and days preceding holidays.

Extra help whose principal job is elsewhere than with the employer shall not be entitled to insurance coverage, vacation pay and holiday pay, and the Employer will not contribute to the Welfare Fund in behalf of such employees regardless of the provisions of Article 17 and regardless of the number of hours worked.

SUPERANNUATED EMPLOYEES

The wages of all superannuated employees shall be decided by an authorized representative of the Union, the Employer and the Employee and the same shall be put in writing, three (3) copies, one for the Union, one for the Employee and one for the Employee.

A member of Local 88 who is covered by Health and Welfare Program who is performing work for compensation elsewhere shall forfeit all his or her rights to any Health and Welfare Benefits, and the Employer shall not be required to make any Health and Welfare payments for such member for any month in which he or she is performing such other work.

ARTICLE 15—HOLIDAYS

- (a) The following shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no work on these days, and no deduction of pay for these holidays. There shall be no work on Sundays. Any employee who works a full week, four (4) days within a week in which a holiday occurs, shall be eligible for holiday pay. Thirty-two (32) hours in forty (40) hour markets will be considered a full week, to be worked in four (4) days, nine (9) hours on Saturday and the day preceding the holiday and the remaining fourteen (14) hours to be worked in two (2) days of seven (7) hours each.
- (b) Regular employees who have worked a minimum of twenty-five (25) or more hours per week shall receive for holiday pay for the hours which they would have been regularly scheduled for on the holiday, or four (4) hours whichever is the greatest in addition to the regular hours worked in the holiday week. No employee will suffer a loss in take-home pay in weeks in which holidays occur, RE: employees covered by Health and Welfare benefits.
- (c) 1. In the City of St. Louis and St. Louis County, there shall be no work on Congressional Election days before 1:00 P.M. It is also understood that employees who are scheduled regularly for work on those days shall be paid for the hours lost up till 1:00 P.M.
- (c) 2. In the St. Charles, Missouri, and Madison County, Illinois, areas, the following shall apply on Congressional Election days:
- Regular full-time employees who are regularly scheduled for work on these days shall be allowed four (4) consecutive hours off with pay at straight time rates.
- (a) Thirty-six (36) hours in the forty-five (45) hour markets will be considered a full week to be worked in four (4) days. Two (2) ten (10) hour days and the remaining sixteen (16) hours to be worked in two (2) days.
- (e) Thirty-two (32) hours in self-service markets will be considered a full week's work, to be worked in four
- (4) eight (8) hour days.
- (f) In holiday weeks, the regular day off may be worked at straight time.
- (g) There shall be no work after 6:00 P.M., on Christmas Eve, and New Year's Eve.

No provision of this article shall be used as a subterfuge by an Employer to deprive an Employee of any holiday pay.

ARTICLE 16—VACATIONS

(a) Employees having one (1) year's service shall receive one (1) week's vacation with pay. Employees having three (3) years' service shall receive two (2) weeks' vacation with pay. Employees having ten (10) years of service shall receive three (3) weeks' vacation with pay. Employees required to take vacation within a holiday week shall receive an additional eight (8) hour days' pay, or receive one (1) additional day off with their vacation period.

A journeyman relieving a head meat cutter at any time for (1) week or more shall receive head meat cutter's Contract rate of pay.

(b) PRORATA VACATION FOR EXTRA HELP—Extra help working thirteen hundred (1,300) hours per year or more shall receive a vacation with pay prorated, based on their average weekly hours and their respective hourly rate.

ARTICLE 17—JURY SERVICE

Regular employees shall be paid for time lost from work as a result of their service on a jury, and they shall turn over to the employer the money paid them for such jury service. Pay for such time lost shall not exceed (2) weeks' pay in any one (1) year.

ARTICLE 18—HEALTH AND WELFARE.

Effective April 1, 1960, the Employer shall pay to a trust \$31.70 per calendar month for each employee, covered by this AGREEMENT, who averages twenty-three (23) hours of work or more per week for that month. This trust to be for the purchase of insurance in accordance with the provisions of a trust agreement dated January 29, 1953, this trust is known as Local 88 Meat and Related Industry Welfare Fund. It is to be administered by the trustees representing the Union, the Employer and the public. It is further agreed that this trust, details of which are set forth in a separate instrument, is hereby made an integral part of this AGREEMENT.

agust # 660 659

The following is a schedule of the increased health and welfare payments and the dates such payments will be effective.

EFFECTIVE

November 1, 1959 — _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ \$29.70

April 1, 1960 — _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ 31.70

February 1, 1961 — _ _ _ _ _ _ _ _ _ _ _ _ _ _ 33.70

February 1, 1962 — _ _ _ _ _ _ _ _ _ _ _ _ _ _ 35.70

ARTICLE 19-UNION MARKET CARD

In all markets covered by this agreement, the official Union Market Card shall be displayed where visible to all customers, provided there are no violations of this AGREEMENT.

ARTICLE 20—HEALTH

- (a) If the employer requires a health examination of an employee, such examination shall be paid for by the employer.
- (b) The employer agrees to place a suitable covering over a floor in a market where concrete or concrete substitute has been used.
- (c) The employer agrees to provide a complete Firt Aid Kit in each market.
- (d) Only qualified employees shall be permitted to use a power saw.

ARTICLE 21—ELIGIBLE TO WORK

- (a) No person other than those covered by this AGREEMENT shall sell, cut, weigh or wrap meat except the Employer or his supervisor and only when and while it is impossible to secure additional help. Under no conditions, however, shall this clause be used to supplant employees who ordinarily would be employed. The owner may work behind the meat counter at any time.
- (b) In case there are two (2) or more partners in a market, only one (1) shall be recognized as the owner.

ARTICLES 22—TOOLS FURNISHED

All special wearing apparel, linens, and uniforms shall be furnished and laundered by the Employer. All tools, including saws, knives, cleavers, etc., shall be furnished by the Employer.

ARTICLE 23—TRANSFER OF MERCHANDISE

No merchandise, fresh or frozen, handled in the Meat, Fish or Poultry Departments on November 2, 1955, shall thereafter be transferred out of the said Meat, Fish or Poultry Departments to any other department in the store at any time.

ARTICLE 24—SENIORITY

- (a) In lay-offs, and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor.
- (b) Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a lay-off and does report for work within one week.
- (c) Any employee who enlists or is inducted into Military Service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Service Training Act of 1940 as amended thereafter.

ARTICLE 25—NEW TYPE MACHINERY AND EQUIPMENT

(a) It is understood and agreed that the Employer will not install any new type of machinery or equipment not in use on November 1, 1955, unless any such equipment shall have been installed after such date by agreement with the Union, without first negotiating with the Union covering the wages, hours and working conditions of employees whose employment is in any way affected thereby. The parties shall negotiate in good faith for the purpose of reaching an agreement covering the wages, hours and working conditions of employees who are affected as aforesaid. If these negotiations fail to result in a mutual agreement, it is expressly understood and agreed that either party shall have the right to invoke the provisions of Article 6 of this AGREEMENT to settle such dispute.

ARTICLE 26—EXPIRATION

This AGREEMENT shall take effect November 1, 1959, and expires on January 26, 1963, at midnight, shall continue from year to year from expiration date, unless either party serves notice in writing sixty (60) days prior to the expiration date of the desire for termination of or for changes in this AGREEMENT. To satisfy the terms of this article with respect to notice, it is agreed that the Union need only serve written notice upon the company and organization whose name appears in the first paragraph of this AGREEMENT.

SIGNED FOR THE UNION:	SIGNED FOR THE EMPLOYER:
Hicholos M Blassie	
President—Acting FinSecyTreas.	

541K



U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

August 10, 1960

Mr. August Gieseke Amalgamated Meat Cutters and Butcher Workmen, Local #88 1558 S. Vandeventer Avenue, Room 15 St. Louis 10, Missouri

(Street)

Dear Mr. Gieseke:

We have in our file of collective bargaining agreements a copy of your agreement with Independent Merchants, Local Chain Stores and Super Markets. This agreement expired June 1960.

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

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

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

Ewan Clague
Commissioner of Labor Statistics

(City and State)

Very truly yours,

	ministrone of Labor Statistics with the
If more than one agreement is enclosed, for each agreement on the back of this for	
	Approx
1. NUMBER OF EMPLOYEES NORMALI	LY COVERED BY AGREEMENT 2,500
2. Number and location of establishment	s covered by agreement Approx. 600 -
St. Louis, St. Louis County, St. Charles,	Missouri, and Madison County, Illinois
3. Product, service or type of business	Meat
4. If previous agreement has been extend expiration date	led without change, indicate new
Juholas M Hasse	Financial Secretary-Treasurer (Position)
1558 South Vandeventer	St Iouis 10 Missouri