

I X-10/64

**AGREEMENT
RETAIL MEAT MARKETS
AND
FROZEN FOOD LOCKER PLANTS**

THIS AGREEMENT, made and entered into this 29th day of October, 1961, by and between _____

hereinafter known as the Employer, and BUTCHERS' UNION LOCAL 506 of the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F.L.-C.I.O., hereinafter known as the Union.

WITNESSETH:

For the purpose of promoting and perpetuating friendly relations between the Employer and the Union and all employees and individuals covered by this Agreement, and to establish fair and equitable operating and working conditions and also conditions of employment, the following agreement is entered into:

**ARTICLE I
Jurisdiction**

Section (a) It is agreed that all fresh meat shall be cut, prepared and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter or Apprentice except as otherwise provided for in Article IX, Section (b). With regard to beef, veal, lamb, and/or pork in carcass form it is agreed that an exception will be made and the same may be broken down into primal cuts such as rounds, ribs, chucks, plates and loins off the premises but said primal cuts shall be fabricated on the premises. There shall be a Journeyman Meat Cutter on duty at all times where fresh meat is offered for sale except as otherwise provided for in Article III, Section (k) and (l) and Article IX, Sections (b) and (e).

Section (b) With regard to lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausage in visking casing, fish and/or rabbits which pursuant to current custom and practices are presently pre-fabricated and pre-dissected, along with all cooked or pre-cooked meats and ground, seasoned and/or smoked meats, frozen meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises but all the above products, along with fresh, frozen, smoked or cooked sausages shall be handled, displayed, dispensed and offered for sale by Employees covered by this Agreement.

**ARTICLE II
A. Union Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement working in the RETAIL MARKETS and FROZEN FOOD LOCKER PLANTS of the Employer in Santa Clara, San Benito, Monterey and Santa Cruz Counties.

B. Union Security

Section (a) Every person performing work covered by this Agreement who is a member of the Union on the effective date of This Agreement shall be, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment be a member of the Union or shall, within a period of thirty-one (31) days become a member of the Union; provided, if permitted by state or federal law—whichever is or may be applicable, a person must be or become a member of the Union within the minimum period permitted or which may be permitted under the applicable law.

Section (b) The Employer shall discharge every person who has failed to comply with the provisions of Section (a) of this Article II-B immediately upon

notice of such non-compliance and further agrees not to again employ or re-employ any person so discharged until he is a member of the Union.

Section (c) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

C. Employment

Section (a) The Employer shall have sole responsibility for and full freedom in the selection and employment and discharge of persons employed or to be employed in work covered by this Agreement, subject to the provisions of this Agreement; provided that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

Section (b) An Employer who desires to employ a person in work covered by this Agreement shall give preference to persons who apply for such employment who have been employed within the geographical area covered by this Agreement in work covered under this Agreement within three (3) years immediately preceding the date of application for such employment.

Section (c) An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

Section (d) The Employer shall accept applications for regular full time employment concerning which such information is supplied but shall not employ any applicant for such work until the expiration of the forty-eight (48) hour period provided for in Section (c) of this Article II-C.

Section (e) The Employer shall notify the Union within one (1) week of the name, address, Social Security Account Number and classification of every such person employed in work covered by this Agreement, together with the date of such employment, and the location of the place or prospective place of employment. Whenever a person is rejected for such work, the Employer shall, upon request of the Union, notify the Union of the reason or reasons therefor, in writing, within forty-eight (48) hours.

Section (f) Any Employees hired shall report to the Union within one (1) week after date of employment to fill out and sign applications, forms and papers for health and welfare and pension purposes.

D. Discharge

Section (a) No Employee covered by this Agreement shall be suspended or discharged without just and sufficient cause. Discharge for failure to comply with Article II-B, Section (a), of this Agreement shall be deemed a discharge for cause.

In the event a Head Meat Cutter who has been demoted to Journeyman Meat Cutter feels that the demotion was discriminatory and for reasons other than his failure to perform satisfactorily as a Head Meat Cutter, then he shall have the right to appeal through the grievance and arbitration proceedings of this Agreement.

Section (b) Before an Employee is discharged he shall receive written warning of unsatisfactory conduct and a copy of such notice shall be sent to the Union. The Employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. The notice and warning required by this Section need not be given to Employees discharged for dishonesty, insobriety, gross insubordination, fighting on the job, or malicious destruction of property.

Upon request of the Union, the Employer agrees to notify the Union in writing of the reasons for discharge of an Employee.

Section (c) Any Employee claiming unjust dismissal, demotion or suspension shall make his claim therefor to the Union within ten (10) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If after proper investigation by the Union and the Employer, it has been found that an Employee has been disciplined unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was suspended, demoted or dismissed, or he shall be granted some other appropriate remedy mutually agreeable to the Union and the Employer or as determined by the arbitrator.

Investigation of any claims shall be made within ten (10) days of the making of such complaint by the Employee.

Section (d) Any dispute arising out of any such suspension, demotion, or discharge not settled by the procedure above shall be subject to the provisions of Article XIII of this Agreement.

Section (e) Where an Employee is discharged for cause, the Employer shall have seventy-two (72) hours in which to deliver or mail the discharged Employee's final pay check.

ARTICLE III Hours

Section (a) Regular full-time Employees shall be guaranteed five (5) days, forty (40) hours of work, unless, at the time they are told to report for work, they are advised that they are being hired or brought to work on a pre-determined, short work week of less than five (5) days, or unless such work ceases to be available by reason of an Act of God or other reason beyond the control of the Employer. The Employer shall post a work schedule in his shop no later than Saturday morning of each week and, except in cases of emergency, no changes shall be made in said schedule without forty-eight (48) hours' notice to the Employees involved in such change of schedule, and as provided in Article XI D of this Agreement.

Employees who are not scheduled to work Saturday shall be notified by Friday prior to completion of Employee's shift, of the change in schedule. Any Employee who is not notified of a change in his schedule in accordance with this provision shall work the following week on the same schedule as he worked the prior week.

Section (b) Five (5) full days of eight (8) working hours each within nine (9) consecutive hours, totaling forty (40) hours, shall constitute a week's work, Monday through Saturday of each week, for which the weekly rate of pay set forth in Article VIII hereof shall be paid. Sunday, if worked, shall be the first day of the work week. In the event the so-called wage and hour law is amended to become applicable to the retail meat industry, and as a result thereof, it would be advantageous to require some day of the week other than Sunday to be the first day of the work week, the Employers and the Union shall promptly meet to make the necessary changes in this Agreement to accomplish that purpose.

Section (c) Individuals hired for steady full-time employment on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, as hereinafter set forth, provided they are scheduled to work at least five (5) consecutive

scheduled working days. In the event such Employee works less than five (5) days after having been hired for steady full-time employment as above set forth, then and in that event, he shall receive the rate of an Extra Journeyman Meat Cutter rather than that of a Journeyman Meat Cutter for such period.

Section (d) The straight time pay period for work performed shall be any eight (8) hours within a period of nine (9) hours worked between the hours of 9:00 A.M. and 6:00 P.M., Monday through Saturday. Any Meat Cutter or Apprentice who may be required to work any part of his work day prior to 9:00 A.M., or after 6:00 P.M., shall be paid two dollars (\$2.00) in addition to his regular rate of pay, Sunday thru Saturday.

In so-called twenty-four^{-hour} operation, any Employee scheduled to work a shift in which his normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his lunch while on the job.

Section (e) Shifts of Employees may be rotated without discrimination between Journeymen and Apprentices, except as provided in Article IX, Section (b).

Section (f) One (1) full uninterrupted hour shall be given as a lunch period not less than two (2) nor more than five (5) hours after the start of the day's work, except as provided in Sections (k) and (l) of this Article III.

Section (g) Time spent in store meetings or in meetings called by the Employer, before or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

Section (h) Extra Employees discharged for cause shall receive four (4) hours' pay if so discharged during the first four (4) hours of the shift or eight (8) hours pay if so discharged during the second four hours of the shift.

Section (i) Extra Employees who report late for work need not be put to work; provided, that if put to work at all, they shall receive eight (8) hours' pay unless discharged for cause, in which case they shall be paid in accordance with the provisions of Section (h) of this Article III.

Section (j) When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred for a scheduled interview by the Employer and no pay shall be required for such period of interview, unless he is put to work on such day of interview, in which event he shall be paid a full day's pay.

Section (k) During one lunch hour in any work day in a market employing one or two Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one such Employee covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a relief Employee or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his lunch on the job.

In the event a Meat Cutter shall work his lunch hour as hereinabove provided and completes the work day, he shall be paid his regular straight time rate of pay for the ninth (9th) hour.

Section (l) On Sundays and Holidays in self-service markets, where only one employee is performing work covered by this Agreement, he shall be provided with a full, uninterrupted hour off for lunch and the

meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and Holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Section (k) of this Article III.

Section (m) Except as otherwise provided in Article VI, Section (e), in this Agreement, Employees working less than five (5) full days in a regular calendar week or less than four (4) full days in a calendar week in which a Holiday falls, shall receive "Extra Man's" pay as set forth in Article VIII.

Section (n) The Employer agrees to keep records of time worked by all Employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.

ARTICLE IV

Overtime

Section (a) All work performed in excess of eight (8) hours in one (1) day, or on the sixth (6th) day worked in a calendar week, shall be paid for at the overtime rate which shall be one and one-half (1 1/2) times the Employee's regular straight time hourly rate of pay as set forth in Article VIII hereof. No Employee shall work seven (7) days in a calendar week.

Section (b) Work performed on Holidays shall be paid for at two (2) times the regular straight time rate of pay and time worked in excess of eight (8) hours on Sunday or Holidays shall be paid for at two and one-half (2 1/2) times the regular straight time rate of pay. Employees working on Sunday shall have two (2) consecutive days off. Employees not working on Sunday shall have Sunday and one other day off.

Section (c) Employees who are scheduled to work a regular eight (8) hour shift which commences before 9:00 A.M. or ends after 6:00 P.M. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two dollars (\$2.00) shift premium required in Article III, Section D, of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 9:00 A.M. and 6:00 P.M. on any day and who are required to work in excess of such eight (8) hours after 6:00 P.M. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two dollars (\$2.00) shift premium required in Article III, Section D. ("Emergency," as used in this section, means such occurrences as breakdown of shop equipment, unanticipated absenteeism, serious Employee illness or injury on the job.)

Section (d) There shall be no pyramiding of overtime and/or premiums except as provided in Article IV, Section (c).

Section (e) Any regular full-time Employee called to work on his scheduled day off shall be paid at the rate of time and one-half (1 1/2) the regular straight time rate of pay for that day, except that if he works a sixth (6th) day that week, he shall be paid at the rate of straight time that day and at the rate of time and one-half (1 1/2) on the sixth (6th) day. The Employee shall not be given a substitute day off unless he requests another day off in lieu of the day off which he worked.

ARTICLE V

Travel Pay

Section (a) If an Employee is required by the Employer to travel between markets during the course of his work day, or is moved by the Employer from one market to another on a temporary assignment, or if an Employee is scheduled to work in a different market on different days in any one week, he shall receive:

1. Mileage allowance at eight cents (8c) per mile, or bus or taxi fare between markets, depending on the method specified by the Employer;
2. Reasonable out-of-pocket expenses such as bridge tolls and parking charges; and
3. Reasonable allowance for board and lodging, when required to remain away from home overnight, not to exceed eight dollars and fifty cents (\$8.50) per day.

The mileage allowance, or fare as above provided for shall be paid for the extra mileage the Employee is required to travel over and above his normal travel to and from work from his home to the market of his regular assignment.

Section (b) If an Employee is required by an Employer to travel during the course of his work day, he shall receive payment at his regular rate of pay for the time of travel.

The provisions of this Article V, Section (a) shall not be applicable to an Employee who was, at the time of his initial employment, so employed, or to an employee who accepts, as a result of his seniority, such work.

ARTICLE VI

Holidays

Section (a) The following days shall be observed as Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas. All Employees complying with the Holiday provisions hereof shall have straight time work week of four (4) days or thirty-two (32) hours in the calendar week in which a Holiday falls and shall be paid for a full five (5) days, forty (40) hour work week.

Section (b) No work shall be performed on New Year's Day, Labor Day, Thanksgiving Day or Christmas Day. The applicable overtime rate as set forth in Article IV, Section (b) shall be paid for work performed on Washington's Birthday, Memorial Day, Independence Day and Veterans' Day in addition to the regular daily rate of pay.

Section (c) Weekly employees working their scheduled work day before and their scheduled work day after the Holiday shall receive pay for the Holiday, except that a weekly Employee who is absent due to illness or injury for a period not in excess of thirty (30) days, or death in the immediate family and is, therefore unable to work the scheduled work day before and the scheduled work day after the Holiday shall receive pay for the Holiday.

Any regular full-time Employee on temporary layoff who has worked any portion of the week preceding, the week of, or the week following the Holiday week shall be paid for the Holiday if temporary layoff has not and does not exceed three weeks.

Section (d) Part-time Employees shall receive Holiday pay for a Holiday falling on one of their regularly scheduled work days which shall be based on one-fifth (1/5) of the average hours worked per week in the six (6) weeks immediately preceding the Holiday.

Section (e) Extra men or women working the four (4) days in the week of a Holiday shall be paid for the Holiday, but in such event shall be paid at the weekly scale and not the extra rate.

Section (f) Whenever Washington's Birthday, Memorial Day, Independence Day, or Veterans' Day fall on Sunday, they shall be observed on the following Monday.

Section (g) No Employee shall be permitted to work after 7:00 P.M. on Christmas Eve or New Year's Eve.

**ARTICLE VII
Vacations**

Section (a) All regular full-time Employees shall be entitled to receive one (1) calendar week's vacation with pay after the first year of service, provided that such Employees have been in the employ of the Employer for not less than one (1) year at the time such vacation is granted. All regular full-time Employees shall be entitled to receive two (2) calendar weeks' vacation after the second year of service, and three (3) calendar weeks' vacation after the fifth year of service. of service.

Effective January 1, 1962, all regular full-time Employees shall be entitled to receive four (4) calendar weeks' vacation after the fifteenth (15th) year of service.

All regular part-time Employees who have worked in more than twenty-six (26) weeks during the year, shall, as the case may be, be entitled to a pro-rate of the 1-2-3-4 weeks' vacation.

Section (b) Vacation pay shall be computed on the basis of the Employee's gross annual earnings from the Employer during the fifty-two (52) weeks immediately preceding the anniversary date of his employment divided by fifty-two (52) and multiplied by the number of week's vacation due the Employee.

Section (c) Where an Employee is entitled to three (3) or more weeks of vacation, the Employee and Employer may, if they mutually agree, provide that two (2) weeks be taken at one time and the balance taken at one other time during the year, or that two (2) weeks may be taken at one time together with payment in lieu of the balance thereof.

Section (d) Whenever a Holiday falls during a vacation period of an Employee, he shall, at the option of the Employer, be paid one day's Holiday pay or shall receive an extra day of vacation.

Section (e) The principle of seniority shall be observed in the choice of vacation periods and the vacation schedule shall be posted sixty (60) days prior to said Employee's vacation period. The Employer shall reserve the right to designate the number of Employees that may be on vacation at any one time, but in no event less than one employee in any one week.

Section (f) Subject to Section (g) of this Article, upon termination of employment or change in ownership of a market, the Employee shall receive prorated vacation as follows:

- After six (6) months 1/12 of 1 weeks' pay per month
- After twelve (12) months 1/12 of 1 weeks' pay per month
- After eighteen (18) months 1/12 of 2 weeks' pay per month
- After two (2) years 1/12 of 2 weeks' pay per month
- After three (3) years 1/12 of 2 weeks' pay per month
- After four (4) years 1/12 of 3 weeks' pay per month
- After fifteen (15) years 1/12 of 4 weeks' pay per month

Section (g) Prorate vacation pay shall not be paid during the first year as above provided in case of discharge for cause or voluntary quit, except that on voluntary quit, where one (1) week's notice has been given to the Employer, the Employee shall receive prorate vacation pay.

Section (h) After having established vacation rights as herein provided, vacations will be given to employees whenever practicable between April 15th and November 1st.

**ARTICLE VIII
Wages**

Section (a) The following shall be the minimum wages for all classifications

	EFFECTIVE	Oct. 29 1961	Oct. 28 1962	Oct. 27 1963
(1) Head Meat Cutter (directs over 5 regular employees) <i>D31</i>	<i>C55</i>	\$148.40	\$152.40	\$155.40 <i>D71</i>
(2) Head Meat Cutter		143.40	147.40	150.40
(3) Journeyman Meat Cutter		133.40	137.40	140.40
(4) Drivers in Retail Markets		118.40	122.40	125.40
(5) Wrappers, Cashiers, Delicatessen Workers, 1st 90 days (Conventional and Self-Service)		97.00	101.00	104.00
Thereafter		111.00	115.00	118.00
Demonstrators		111.00	115.00	118.00
EXTRA MAN'S pay (8 hrs per day)				
(6) Extra Head Meat Cutter (directs over 5 regular employees)		31.00	31.92	32.62
(7) Extra Head Meat Cutter		31.00	31.92	32.62
(8) Extra Journeymen Meat Cutters		29.00	29.86	30.51
(9) Extra Wrappers, Cashiers, Delicatessen Workers, (Conventional and Self-Service)		24.05	24.76	25.29
(10) Demonstrators		24.05	24.76	25.29
(11) Clean-up Boy (Per Hour) (Clean-up boys are those who clean-up a market for a Butcher. These boys are not to handle meat or wait on trade.)		1.95	1.95	1.95
(12) Apprentices, Retail Markets				
Apprentices, 1st Six (6) Months ..		96.40	99.30	104.45
Apprentices, 2nd Six (6) Months ..		105.00	108.15	110.50
Apprentices, 3rd Six (6) Months ..		114.70	118.15	120.75
Apprentices, 4th Six (6) Months ..		124.50	128.25	131.05
Apprentices, after 2 years (Journeyman Rate)				
(13) Retail Fish and Poultry Operators		143.40	147.40	150.40
(14) Retail Fish and Poultry Journeymen		133.40	137.40	140.40
SUNDAY RATES: For work performed on Sunday, Employees shall receive the following rates:				
(15) Head Meat Cutter (directs over 5 regular employees)		56.00	56.00	56.00
(16) Head Meat Cutter		56.00	56.00	56.00
(17) Journeymen Meat Cutter		52.00	52.00	52.00
(18) Drivers in Retail Markets		46.00	46.00	46.00
(19) Wrappers, Cashiers, Delicatessen Workers, 1st 90 days (Conventional and Self-Service)	<i>C43</i>	37.60	37.60	37.60
Thereafter		42.80	42.80	42.80
(20) Demonstrators		42.80	42.80	42.80
(21) Clean-up Boy (per hour) (Clean-up boys are those who clean up a market for a Butcher. These boys are not to handle meat or wait on trade.)	<i>C52</i>	3.75	3.75	3.75
(22) Apprentices, Retail Markets				
Apprentices, 1st Six (6) Months ..		37.20	37.20	37.20
Apprentices, 2nd Six (6) Months ..		40.80	40.80	40.80
Apprentices, 3rd Six (6) Months ..		44.40	44.40	44.40
Apprentices, 4th Six (6) Months ..		48.40	48.40	48.40
Apprentices, after 2 years (Journeyman Rate)				
(23) Retail Fish and Poultry Operators		56.00	56.00	56.00
(24) Retail Fish and Poultry Journeymen		52.00	52.00	52.00

On September 29, 1963, the straight-time hourly rate of pay for all employees (except Sunday Rates and Clean-up Boys), covered by this Agreement, in effect on that date shall be adjusted for changes in the cost of living, based on the change, if any, in the

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D79

Consumers Price Index, United States, all items of the Bureau of Labor Statistics, United States Department of Labor (1947-1949=100) available on that date, as compared with the Index for November 15, 1962. An upward or downward adjustment of one cent (1c) for each 0.5 (1/2) point change in the Consumers Price Index shall be made.

However, in no event shall there be a reduction in the basic straight-time hourly rate in effect on the first Monday following November 11th of 1963.

Section (b) Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutters' rate of pay.

Where two (2) or more Employees work a majority of their shift after 10:00 p.m., one such Employee shall be designated as a Leadman and shall be paid a premium of one dollar (\$1.00) for the day's work, in addition to his regular rate of pay for that day.

Section (c) Except in markets operated by an Owner, only Journeymen Meat Cutters shall operate a market as a "Head Meat Cutter."

Section (d) Employees shall be paid weekly. Extra Men or Women shall be paid for their work at the completion of their extra work.

Section (e) The Employer agrees to furnish each Employee with a wage statement showing period covered, name of Employee, hours worked, straight time and overtime (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each pay day, provided, however, that upon termination of employment, the Employee will be furnished a statement for final payment when final wage payment is made.

ARTICLE IX

Apprentices and Wrappers

Section (a) One (1) Apprentice shall be allowed to every four (4) Journeymen or fraction over four (4). Markets employing less than four (4) Journeymen shall be entitled to one (1) Apprentice.

Section (b) Apprentices shall not replace a Journeyman for extra work and in no event shall an Apprentice work longer than three (3) hours in any one (1) day without Journeyman supervision, exclusive of meal period.

Section (c) On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelley-Maloney Act) as set forth in The California Labor Code.

Section (d) Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote their decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union. Apprentices shall only be hired with the understanding that such apprentice or apprentices shall be given every opportunity to learn the trade.

Section (e) Wrappers may wrap, weigh, and price fresh, chilled, or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish as well as cold and smoked meats and in addition thereto may display and dispense frozen meat, fresh chilled and frozen poultry; fresh, chilled and frozen rabbits; fresh, chilled and frozen fish, as well as cold and smoked meat and may also act as Demonstrator. After 6:00 P.M. or on Sunday when there is no Journeyman or Apprentice on duty, the Meat Wrapper may display frozen meats, fresh, chilled and frozen poultry, rabbits, and fish as well as cold and smoked meats. Wrappers shall receive a premium of fifty cents (50c) per hour to a maximum of two dollars (\$2.00) per shift for each hour in which any work is performed before 9:00 A.M. and after 6:00 P.M.

Wrappers may take bell calls (contact the customer, serve the customer, relay the orders to the butcher, wrap the merchandise and give it to the customer) and may also keep the meat cases tidy. Wrappers shall not stock fresh meat cases.

Section (f) Manufacturers, Wholesale Suppliers and Agencies employing demonstrators shall make appropriate Health and Welfare and Pension contributions to the respective Trust Funds in accordance with the terms of this Agreement. It is understood that no duplication of payments is intended.

ARTICLE X

Superannuated Employees

Any Employee whose earning capacity is limited because of advanced age or other handicaps that may interfere with his activities as a Journeyman Meat Cutter may be employed on suitable work at a wage agreed upon by the Employee, the Employer and the Union.

ARTICLE XI

A. Health and Welfare

Section (a) The Employer agrees to continue to make payments to a trust fund for the purpose of paying health and welfare benefits for employees, and dependents.

Retail Butchers Local 506, Joint Health, Welfare and Insurance Trust Fund heretofore created is continued in existence with respect to contributions required to be made for work performed or paid for through the month of February, 1962.

For work performed or paid for, exclusive of overtime hours, commencing March 1, 1962, the Employer agrees to contribute the sum of twelve and two-tenths (12-2/10c) cents for each hour worked or paid for, exclusive of overtime hours, for each individual employed under this Agreement to the Northern California Butchers Unions and Employers Health Trust Fund and agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated March 19, 1962, establishing said Fund, including specifically the requirement to pay liquidated damages as set forth in Article III, Section 8 of the Trust Agreement creating such Fund.

The Trustees of the Retail Butchers Local 506, Joint Health, Welfare and Insurance Trust Fund are hereby instructed to institute and diligently prosecute legal proceedings to terminate such trust and to transfer any and all funds thereafter remaining to the Northern California Butchers Unions and Employers Health Trust Fund and the Trustees of said Northern California Butcher Unions and Employers Health Trust Fund are authorized and instructed to receive any such funds subject to a liability not to exceed the amount of any funds so received and transferred and subject to a warranty by such trust to the predecessor trust to save the predecessor trust harmless from liability up to the amount of the funds so received and transferred.

B. Sick Leave

Section (a) All employees shall be entitled to three (3) days sick and accident leave with pay after the first six (6) months of service with the Employer, three (3) additional days after the second six (6) months of such service and six (6) days annually for each year thereafter. Unused sick and accident leave which accrued on or after November 13, 1955, shall be cumulative to a maximum of thirty (30) days.

Section (b) An employee who is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, shall not receive sick and accident benefits as provided herein; provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than the amount of the sick and accident benefits provided herein for such period, such employee shall receive sick and accident benefits in

addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal the amount of sick and accident benefits he would have otherwise received as provided herein.

Section (c) To integrate sick and accident benefits payments with unemployment compensation disability or workmen's compensation temporary disability benefits, or both, the employer shall pay the employees for the first five days of absence from work due to sickness or disability. Thereafter any payment of sick leave to be paid by the Employer pursuant to subsection 2 of this section shall accrue but be paid only when sick and accident benefits payments under unemployment compensation disability or workmen's compensation, or both, terminate.

Section (d) Accrued sick and accident benefit payments not paid pursuant to the provisions of subsection (b) shall be paid during any continued or subsequent period of disability due to sickness or accident until such accrued benefits have been used.

Section (e) A day's sick and accident benefit shall mean a day's pay for any working day lost due to sickness or accident at the straight time rate in effect at the time the employee qualifies to receive the sick and accident benefit, and may actually be spread over more than one (1) day to integrate with other payments contemplated in subsection (b) of this section.

Section (f) The Employer shall reserve the right to request the employee to produce a medical doctors certificate verifying the fact of such illness.

Section (g) The sick and accident benefits shall be due and payable only as above provided and shall not be convertible to cash when not used.

Section (h) An employee who is injured on the job and does not complete that day's work and is not permitted to return to work by a licensed physician (as defined in the State Labor Code, Section 3209.3) shall receive full pay for the entire work day and such pay shall not be charged against sick and accident leave.

Section (i) The parties may reopen this agreement to discuss the advisability of Funding sick leave.

C. Pensions

The California Butchers Pension Trust Fund heretofore created is continued in existence and each individual employer covered by this Agreement, commencing as of October 29, 1961, will contribute the sum of ten (10c) cents per hour worked, or paid for, exclusive of overtime hours, for each individual employed under this Agreement to the said Trust Fund and will be subject to and be entitled to the benefits of all of the provisions of the Trust Agreement dated July 7, 1957, as amended, establishing said Fund. For the purpose of this section each hour other than overtime hours, for which payment is made to an employee shall be deemed to be an hour worked.

The provisions of this section shall not be subject to reopening until October 24, 1964.

D. Jury Duty

Section (a) An Employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

Section (b) In the event an Employee is released from jury duty at any time prior to 12:00 noon, he shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

Section (c) Time spent serving on a jury shall not be used in computing overtime.

Section (d) Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days of an Employee called for jury duty may be changed so the Employee reports on his day off.

E. Funeral Leave

Section (a) When a regular full-time employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three days, provided:

1. The Employee notified the Employer of the purpose of his absence on the first day of such absence;
2. The day of absence is one of the three days commencing with the day of such death or the day immediately following the day of such death;
3. The absence occurs on the day during which the employee would have worked but for the absence;
4. The day of absence is not later than the day of such funeral except where substantial travel time is required;
5. The Employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purposes of this Section, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, mother-in-law and father-in-law.

F. General Benefits

Section (a) Where the Employer requires the Employees to wear dress or uniform of any character, the Employer shall furnish such dress or uniform and provide for the laundry and upkeep thereof.

Section (b) All grinding of tools and sharpening of saws shall be at the Employer's expense.

Section (c) Employees who are required by the Employer to use clothing or boots other than those provided for in Section (d) of this Article shall have such clothing or boots supplied by the Employer.

Section (d) Employees required to work in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness.

Section (e) Paid absences from work, such as vacations, Holidays and sick leave shall be considered time worked for the purpose of this Agreement but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.

Section (f) Wages, benefits and privileges contracted for, promised, provided, given or enjoyed as a condition of employment by the Employer to the Employee shall not be taken away or reduced by reason of any provision of this Agreement.

ARTICLE XII

Seniority

Section (a) Where merit and ability are approximately equal, seniority shall be recognized and Journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees when promotions are in order or higher rated jobs come open, those already employed by said Employer shall be given preference and a fair trial period shall be given without jeopardizing the Employee's former rating.

Section (b) There shall be a thirty (30) day probationary period for all new Employees, during which they may be discharged for any reason. Following completion of such period the Employee shall become a regular Employee for all purposes under this Agreement and his seniority shall date from the first day of employment. Seniority shall be applicable among probationary Employees as a group.

Section (c) Seniority shall be by classification.

Section (d) Seniority shall be based upon continuous service with the Employer but no Employee shall suffer loss of seniority unless he.

1. Discharged for cause;
2. Resigns or voluntarily quits;
3. Is absent from work for six (6) consecutive months due to layoff.
4. Is absent from work for twelve (12) consecutive months due to injury or illness;
5. Is absent from work for nine (9) consecutive months due to pregnancy; or,
6. Is absent from work for more than thirty (30) days due to death in the immediate family (namely spouse, parent or child).

When personal leaves are granted by the Employer, the Employee shall be given written notice thereof specifying the extent of such leave.

Section (e) In the reduction of the number of Employees due to lack of work, the last Employee hired shall be the first to be laid off and, in rehiring, the last Employee laid off in the classification shall be the first rehired until the list of Employees previously laid off has been exhausted.

Employees who are laid off due to lack of work shall have seniority rights in rehiring for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new Employees. Such Employees shall be notified by telephone, or if not reached by telephone, then by telegram or certified mail, a copy of which shall be sent to the Union.

Section (f) The selection of vacations shall be on a market by market basis except:

1. The vacation of an Employee shall not be changed if it was scheduled prior to his transfer from one market to another;
2. If an Employee does not have a scheduled vacation at the time of such transfer, the scheduling of his vacation shall be based solely upon his seniority status in the market to which he is transferred.

Section (g) With respect to layoffs, rehires and promotions, seniority shall be based upon the length of service with the Employer in the area covered by this Agreement; provided, where an Employee is transferred by the Employer to such area from another area, the transferred Employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, rehire or promotion until the expiration of six (6) months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred Employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, rehire and promotion in the area from which he was transferred.

Section (h) When an Employee is recalled after layoff, he shall have three (3) days to report after receipt of notice of such recall.

Section (i) Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

Section (j) In the scheduling of a predetermined short work week as provided in Article III, Section (a), of this Agreement, the assignments shall be made on the basis of seniority within the appropriate supervisor district in the area covered by this Agreement.

Section (k) Upon request by the Union, the Employer agrees to provide a seniority list of his Employees, provided such request is not made more than once in each twelve months.

ARTICLE XIII

Grievance and Arbitration

Section (a) Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party to this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has knowledge thereof.

Section (b) Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within ten (10) business days shall be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within a reasonable time from the date the controversy is presented for adjustment.

Section (c) In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section (b) above, the issue in dispute shall be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than thirty (30) days after the dispute was first taken up with the other party, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within thirty (30) days, the allegations shall be deemed to have been admitted and proved. Such impartial arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His decision on any matter submitted to him shall be final and binding on both parties to this Agreement. In the event an arbitrator is used, the cost of the arbitrator shall be borne equally by the parties involved.

Section (d) No controversy regarding hours or wages shall be subject to arbitration.

Section (e) There shall be no strikes, lockouts or other forms of work stoppage while any matter, dispute or grievance is under process of adjustment or arbitration as provided for herein.

ARTICLE XIV

Union Affairs

Section (a) Duly authorized representatives of the Union, not on the payroll of the Employer, shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this Agreement is being fully carried out.

Section (b) No Employee shall be discriminated against for membership in or legal activity on behalf of the Union.

Section (c) The Union Shop Card is the property of the Amalgamated Meat Cutters and Butchers Workmen of North America and is loaned for display to the Employer who signs and abides by this Agreement. The Union Shop Card can and may be removed from any market by the Secretary or Business Agent of the Union for any violation of this Agreement. The Union Shop Card shall be displayed prominently and visible to the public.

ARTICLE XV

Working Conditions and Safety

Section (a) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the Employees.

Section (b) A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.

Section (c) Working conditions which are injurious to the health or safety of the Employees shall be directed to the attention of the Employer at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition and shall immediately take the necessary steps and measures to correct such condition.

ARTICLE XVI

Separability

The provisions of the Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

ARTICLE XVII

Picket Lines

Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any authorized picket line or to refuse to work behind any authorized picket line; any such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

ARTICLE XVIII

Kosher Markets

All meat markets, except Kosher meat markets, as defined herein, shall observe the operating hours set forth in this Agreement. Kosher markets are defined as being those markets which strictly observe the Jewish religious laws, being closed at SUNDOWN ON FRIDAYS, selling only such meats as are permitted under the orthodox Jewish laws. Any so-called Kosher Market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement. All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Article. No work is to be performed on Saturdays.

ARTICLE XIX

Transfer of Ownership

Section (a) In event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation of law, the Employer shall immediately pay off all obligations, including accumulated wages, pro rata of earned vacations, sick and accident benefits, accumulated prior to the date of the change of ownership.

Section (b) If any owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions

of this Agreement in effect at the time of the sale, lease or transfer, and, in the event the seller or transferor fails to pay his obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he had been the Owner or Employer from the beginning.

ARTICLE XX

Extension and Scope

Section (a) This agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

Section (b) This Agreement shall remain in full force and effect from the 29th day of October, 1961, to and including the 24th day of October, 1964, and shall be automatically renewed from year to year thereafter subject to amendment, alteration or termination by either party upon giving written notice to the other party, not less than sixty (60) days prior to October 24th, 1964, or at least sixty (60) days prior to October 24th of any succeeding term.

Section (c) In the event the Agreement is reopened pursuant to the provisions hereof and no agreement is reached within sixty (60) days of such reopening then nothing herein contained shall be construed to prevent the Union from taking strike action or other economic action desired by it, nor the Employer the right to lock out.

FOR THE EMPLOYER:

FOR THE UNION:

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AGREEMENT
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D.C.

AUG 22 1962

August 8, 1962

Mr. E. A. Moorhead, Secretary
Amalgamated Meat Cutters and Butcher
Workmen of North America, Local #506
45 Santa Teresa Street, Room 3051
San Jose 10, California

Dear Mr. Moorhead:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current union agreement covering Chain and Independent Grocery Stores in Santa Clara, Santa Cruz, Monterey and San Benito counties.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1400
2. Name of employer party to agreement all Retail Meat Markets and Frozen Food Locker Plants
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) Santa Clara, Santa Cruz, Monterey, and San Benito counties, California
4. If more than one employer is party to agreement, indicate number 202 Independent stores and 19 Chains
5. Product, service, or type of business retail meat markets and frozen food locker plants

Notify me when new BLS collective bargaining agreement studies are issued

Earl A. Moorhead
(Your name)
45 Santa Teresa St.
(Street)

Secretary
(Position)
San Jose, California
(City and State)