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Retail

Meat Cutters

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Contract

1972-73



LOCAL 320
Amalgamated Meat Cutters
and Butcher Workmen
of North America
AFL-CIO

FRED CLAVIO
Secretary-Treasurer

1972-73
RETAIL MEAT CUTTERS
CONTRACT
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA—AFL-CIO

October 1, 1972 through September 29, 1973

Articles of Agreement governing
Retail Meat Markets in the City of Chi-
cago and County of Cook, entered into
between _____

hereinafter called the "Employer," and the
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL 320 (AFL-
CIO), hereinafter sometimes referred to as
the Union, acting as the exclusive collective
bargaining agent for all employees covered
by this Agreement.

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ARTICLE I

GENERAL

SECTION 1.1—*Scope of Contract.* It is agreed that this Contract shall govern the hours, wages and other conditions of employment of Employer's meat department employees in Retail Meat Markets within the geographical jurisdiction of Local 320. It is further agreed that the Employer shall have the sole discretion of determining from time to time which system of merchandising, service or self-service, shall be utilized in each of the Employer's markets; provided that the Employer shall comply with the wages, hours and other contractual conditions of employment pertaining to the system of merchandising used in that market.

SECTION 1.2—*Definitions:*

(a) *Apprentice:* An apprentice is an employee who is in training to become a Journeyman Meat Cutter. Apprentices must be at least sixteen (16) years of age.

Apprentices may be employed at a ratio of not exceeding three (3) for each seven (7) Journeymen employed by the Employer within the jurisdiction of the Local. A quarterly report covering the number of Apprentices employed in relationship to the number of Journeymen shall be furnished the Union. The Employer agrees to rotate all Apprentices in his markets so as to give them suffi-

cient, well-rounded experience to qualify them as Journeymen at the end of the three (3) year apprenticeship period. Apprentices shall not work part time or as extra men on Saturdays or the day preceding holidays.

(b) *Journeyman*: After serving three years of apprenticeship (two and one-half (2½) years if the apprentice furnishes the Employer with a Certificate issued by the Washburne Trade School that he has satisfactorily completed the full meat training course of said school), an employee shall be classified as a Journeyman Meat Cutter and shall be paid the Journeyman rate of pay.

(c) *Head Meat Cutter*: The Term "Head Meat Cutter" means a Journeyman meat cutter who is responsible for the efficient management of the market.

(d) *Wrappers*: Full-time wrappers may be employed and their duties shall be confined to slicing luncheon meats and sausage; clean-up work in the market; stocking cases; and wrapping, scaling, and pricing. Wrappers may be employed at a ratio of one wrapper for every four meat cutters (journeymen and apprentices) under a formulation of using the total complement of meat cutters in the local union to determine the number of wrappers an employer may employ. Wrappers shall not use knives, saws, grinders, cube machines or other mechanical equipment used in the preparation or processing of fresh meats or poultry other than as specified above. Present market person-

nel will not be reclassified or laid off due to the hiring of wrappers. A quarterly report covering the number of wrappers employed in relationship to the number of meat cutters (apprentices and journeymen) shall be furnished the Union.

(e) *Clean-up Personnel*: The employer may employ personnel in the market who will not be subject to the collective bargaining agreement to do clean-up work only, provided such clean-up personnel do not commence work prior to 5:00 p.m. on the days the market is in operation.

(f) *Self-Service and Service*: A self-service market is one in which fresh beef, veal, lamb, mutton or pork are available for sale on a pre-packaged self-service basis. It is agreed that any market which is operated on a partially service and partially self-service basis shall be classified as a self-service market if any fresh beef, veal, lamb, mutton or pork are made available for sale on a pre-packaged self-service basis, even though there is also a service counter offering custom cutting for those who prefer it. Such semi-self-service market shall be considered a self-service market subject to the terms and conditions and wage scale contained in this Contract.

In the event of any dispute as to whether a meat market shall be classed as a service market or a self-service market subject to the terms and condition of this Contract, the decision of the Union shall be binding unless

and until said decision has been set aside by any arbitration proceedings had pursuant to the terms of this Contract; provided, however, that either party may require that such dispute be submitted to arbitration forthwith.

It is further agreed that this retail contract shall govern the hours, wages and other conditions of employment in both service and self-service meat markets with one exception (clean up time in service markets), which is noted in Sec. 4.1(B).

SECTION 1.3—Notices. All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union, or to the Employer at the address designated below, or to an employee at his home or residence address, or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

SECTION 1.4—Partial Invalidity. Nothing contained in this agreement is intended to violate any Law, Rule, or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be made null and

void, the remainder of the Contract shall continue in full force and the parties will immediately begin negotiations to replace the void part with a valid provision.

SECTION 1.5—*Authority of Signing Parties.* The parties hereto certify that they are empowered and duly authorized to sign this Agreement.

SECTION 1.6—*Successors and Assigns.* This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

SECTION 1.7—*Effective Date.* Unless the context of a provision indicates otherwise, all provisions of the contract become effective upon the date of execution of the contract.

ARTICLE II

RECOGNITION AND JURISDICTION

SECTION 2.1—*Recognition.* The Employer recognizes and agrees that said Union is and shall be the sole and exclusive collective bargaining agency for and on behalf of all employees in the meat department of said Employer who process, pack, wrap, handle, price and sell frozen and fresh meats on

Employer's premises, and that it will not negotiate with any but the duly elected officers of the Union nor contract with anyone not affiliated with the Union.

SECTION 2.2—*Processing*. In Retail markets employees covered by this Contract shall perform all cutting, preparing, fabricating, handling, pricing and packaging into retail cuts of all fresh fish and rabbits and all fresh or frozen beef, veal, pork, lamb and mutton, said work to be done only on the premises or immediately adjacent thereto; provided, however, that frozen specialty meat items such as the items enumerated in Section 2.3—Item 5 below, frozen, fresh or iced poultry cut up or whole, salt pork, vacuum or comparably tight-wrapped ham slices, shanks and butts, and skinned, deveined sliced liver may be fabricated and prepared into retail packages and pork loins may be boned by the packer, supplier or employer off the premises.

SECTION 2.3—*Sale*. In self-service markets, employees covered by this Contract shall have the exclusive jurisdiction over the sale of all fish, poultry, rabbits and meat, whether frozen fresh or fresh, and delicatessen meats, except sliced packaged bacon, sliced packaged Canadian bacon, canned and glassed meats of all kinds and all meats not for human consumption. The following meats subject to the Union's jurisdiction over sale may nevertheless be sold from self-

service cases outside the market hours set out in Article V provided the employees covered by this Contract stock the cases:

- (1) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (2) Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;
- (3) Frozen packaged fish;
- (4) Smoked butts, smoked ribs, smoked hocks and salt pork;
- (5) Frozen specialty meat items such as frozen and formed (caked or chopped) patties and chopettes, with or without butter or vegetable, breaded or unbreaded.

provided further that frozen, fresh or iced poultry (cut up or whole) processed on or off the premises, fresh pork sausage and the frozen meat specialty items described above are priced or prepriced by meat department employees on the premises.

ARTICLE III

WAGES

SECTION 3.1—*Wage Rates—Weekly, Extra Day and Overtime.* Not less than the following wages shall be paid during the term of this Contract:

WAGE RATES

Effective October 1, 1972 thru September 30, 1973

A) STORES COVERED BY FEDERAL WAGE-HOUR LAW

	Min. Weekly Wage for Basic Workweek	EXTRA DAY RATES		HOURLY RATES	
		Full Day	Half Day	Straight Time	Over- time
Head Meat Cutter	\$247.00	\$74.10	\$37.05	\$6.175	\$9.2625
Journeyman	236.00	70.80	35.40	5.90	8.85
APPRENTICES:					
0- 6 Months	172.00	51.60	25.80	4.30	6.45
6-12 Months	180.00	54.00	27.00	4.50	6.75
12-18 Months	188.00	56.40	28.20	4.70	7.05
18-24 Months	196.00	58.80	29.40	4.90	7.35
24-36 Months	205.00	61.50	30.75	5.125	7.6875
WRAPPERS:					
0-12 Months	128.00	38.40	19.20	3.20	4.80
12-24 Months	144.00	43.20	21.60	3.60	5.40
Over 24 Mos.	162.00	48.60	24.30	4.05	6.075

B) STORES NOT COVERED BY FEDERAL WAGE-HOUR LAW

	Min. Weekly Wage for Basic Workweek	EXTRA DAY RATES		HOURLY RATES	
		Full Day	Half Day	Straight Time	Over- Time
Head Meat Cutter	\$247.00	\$51.40	\$25.70	\$6.175	\$9.2625
Journeymen	236.00	49.20	24.60	5.90	8.85
APPRENTICES:					
0- 6 Months	172.00	36.40	18.20	4.30	6.45
6-12 Months	180.00	38.00	19.00	4.50	6.75
12-18 Months	188.00	39.60	19.80	4.70	7.05
18-24 Months	196.00	41.20	20.60	4.90	7.35
24-36 Months	205.00	43.00	21.50	5.125	7.6875
WRAPPERS:					
0-12 Months	128.00	27.60	13.80	3.20	4.80
12-24 Months	144.00	30.80	15.40	3.60	5.40
Over 24 Mos.	162.00	34.40	17.20	4.05	6.075

Extra Journeyman—\$236.00 for a basic workweek; \$49.20 per full day; \$24.60 per half day.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

DELICATESSEN WAGE RATES

Effective October 1, 1972 thru September 30, 1973

FULL-TIME EMPLOYEES:

All full-time Deli employees in service October 3, 1970 will receive a \$10.00 minimum weekly increase over their present rate during the term of the new Agreement.

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	Minimum Weekly Wage for Basic Workweek	HOURLY RATES	
		Straight Time	Overtime
Full-Time Employees:			
0-12 Months	\$128.00	\$3.20	\$4.80
12-24 Months	144.00	3.60	5.40
Over 24 Mos.	162.00	4.05	6.075
Part-Time Employees:			
0- 6 Months		\$3.00	\$4.50
6-12 Months		3.37	5.055
Over 12 Mos.		3.70	5.55

Article II, Section 2.2 of the Delicatessen Supplement provides the following:

Time and one-half (1½) the employee's straight-time hourly rate shall be paid for all hours worked:

- a. After 8 hours per day;
- b. After 40 hours per week if covered by Federal legislation;
- c. On Sundays and Holidays; and
- d. After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

SECTION 3.2—*Payment of Extra Day Rates.* The extra day and half day rates shall be paid whenever an employee works the sixth (6th) day of a regular workweek. A premium of 25¢ per hour shall apply for such extra day work.

If the Employer becomes subject to state or federal legislation which requires the payment of time and one-half regular hourly rates of pay for all work performed in excess of forty (40) hours in a workweek, then effective on the date such law shall become effective such legislative requirement shall replace the above provision requiring the payment of extra day rates and said extra day rate provision shall cease to have any further effect.

SECTION 3.3—*Extra Help.* Extra help shall be paid at the extra Journeyman rates set out above, except in the event that they work the full week when they are to receive the minimum weekly wage set out above for their classification.

ARTICLE IV

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 4.1(A)—*Basic Workday.* Eight (8) hours shall constitute the basic workday which shall be scheduled to begin no earlier than 8:00 a.m. and to end no later than 6:00 p.m. One hour shall be allowed for lunch in

all markets whether manned by one or more employees, said lunch hour to begin no earlier than 11:00 a.m. and to end no later than 2:00 p.m. There shall be no clean-up time after 6:00 p.m., except clean-up may be performed after 6:00 p.m. provided that overtime is paid for all work performed after 6:00 p.m. Employees must be dressed and ready for work at the scheduled starting time.

SECTION 4.1(B)

NOTE: THE FOLLOWING PARAGRAPH PERTAINS TO SERVICE MARKETS ONLY.

(Clean-up Time. It is expressly understood that no customer shall be served who comes into the market before or after the hours set forth in Article V, that all customers in the market at the closing hour shall be served, that all meats will be properly taken care of and the market place in a sanitary condition. Such work not to exceed fifteen (15) minutes and not to be construed as overtime. Such clean-up time shall not be utilized to prepare for the following day's business and shall not be accumulative from day to day.)

SECTION 4.2—*Basic Workweek.* Five (5) basic workdays (40 hours) shall constitute the basic workweek which shall be worked—Monday through Saturday, inclusive. One full day off within the week of Monday

through Saturday, inclusive, shall be allowed each employee in each shop. The day off shall be at the Employer's discretion except that it may be rotated or changed in accordance with the mutual agreement of the Employer and his employees.

Work schedules showing the day off for full-time employees shall be posted in all markets by 5 p.m. on Friday preceding the week in which the schedule is to be effective.

Scheduled Workweek. A regular employee instructed to report for a basic workweek of forty hours and who reports as instructed shall not have his hours of work reduced in such week except due to an Act of God such as fire, flood, etc. or due to a labor dispute or any other activity beyond the control of the Employer which interferes with the normal operations of the market.

SECTION 4.3—*Sixth Day Guarantee.* Any employee called to work on the sixth (6th) day in any regular workweek shall be guaranteed four (4) hours ($\frac{1}{2}$ day) of work. Reporting time on the 6th day shall be no earlier than 8:00 a.m. for a full day or morning half day, and no earlier than 1:00 p.m. for an afternoon half day. It is agreed that the Head Meat Cutters and Journeymen shall be given preference over apprentices for work on the sixth (6th) full or half day during a regular workweek and on the fifth (5th) full or half day during a holiday week.

SECTION 4.4—*Overtime*. At the Employer's discretion overtime at overtime rates may be worked after eight (8) hours in any one day and behind locked doors after 6:00 p.m.

SECTION 4.5—*Inventory*. Employees shall not take inventory outside of regular working hours.

SECTION 4.6—*Laundry, Tools and Equipment*. Laundry, tools and sharpening of tools shall be furnished free of cost by Employer. The kinds of saws, power saws, conveyors, sealing irons, sealing plates, staplers, recording and printing sealers for weighing, vacuum sealing equipment, packaging equipment and other tools which the Employer may use shall be determined by the Employer.

The Company agrees that each store covered by this agreement shall have a first aid kit as part of its equipment.

SECTION 4.7—*Rest Period*. Each employee shall have two (2) rest periods of ten (10) minutes each to be taken daily at the following times: Cutting Room Employees, 10:00 a.m. to 10:10 a.m. and 3:00 p.m. to 3:10 p.m.; Packaging Room Employees including Employees Servicing the Self-Service Counters, 10:10 a.m. to 10:20 a.m. and 3:10 p.m. to 3:20 p.m.

SECTION 4.8—*Transfers.* Transfers of employees shall not be handled in a capricious or arbitrary manner.

When an Employee has reported to a particular store and is transferred to another store the same day, he shall be compensated for normal expenses and reasonable travel time.

SECTION 4.9—*Loading or Unloading Vehicles.* Employees shall not be required to load or unload vehicles other than from the tailgate except in case of emergency. The Union shall be notified in such emergency situations.

ARTICLE V

MARKET OPERATING HOURS

SECTION 5.1—*Market Operating Hours.* Market operating hours shall be 9:00 a.m. to 6:00 p.m. Monday through Saturday, inclusive. No customer shall be served who comes into the market before or after the hours set forth above.

The parties agree that in the event the market operating hours of service markets are extended at any time during the term hereof, the extension shall likewise apply to the market operating hours of self-service markets.

SECTION 5.2—*Excepted Product Sales.* In those stores in which the grocery depart-

ments remain open after 6:00 p.m. only the following products may be sold after 6:00 p.m. and on Sundays and holidays:

- (1) Sliced packaged bacon and Canadian bacon, canned and glassed meats of all kinds, and all meats not for human consumption (being those products excepted from the Union's jurisdiction over sale);
- (2) All delicatessen meats including:
 - (a) Ready to eat prepared meats, poultry and fish;
 - (b) Sliced boiled, baked or barbecued ham;
 - (c) Sliced packaged dried beef;
 - (d) Smoked sausage;
 - (e) Fresh pork sausage.
- (3) Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;
- (4) Frozen packaged fish;
- (5) Smoked butts, smoked ribs, smoked hocks and salt pork;
- (6) Frozen specialty meat items such as frozen and formed (flaked or chopped) patties and chopettes, with or without butter or vegetable, breaded or un-breaded.

ARTICLE VI

HOLIDAYS, VACATION, AND OTHER COMPENSABLE ABSENCES

SECTION 6.1—*Holidays*. There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When and if Victory Day is declared a National Legal Holiday, it shall be made a part of this Article.

Employees who are absent the regularly scheduled workday before or after a holiday, or both, except in the case of proven illness or unavoidable absence, shall not receive holiday pay, but shall be paid only for the hours actually worked.

During a holiday week the employee shall receive a full week's pay for four (4) days of work. If an employee works the fifth (5th) day during a holiday week he shall be paid at time and one-half.

SECTION 6.2—*Personal Holiday — Employee's Birthday*. Regular full time employees shall be scheduled off the Monday of the workweek in which the employee's birthday occurs or the Monday in the following workweek as mutually agreed upon by the employee and the employer. The employee shall receive eight hours straight time pay for the day off observed as his birthday, or in the event a day off is not scheduled the employee shall receive eight hours straight

time pay in addition to his regular pay for all hours worked. Work on the fifth day of a birthday workweek shall be paid at the applicable straight time hourly rate for the basic eight hour day. Every eligible employee shall be entitled to one birthday holiday each year.

SECTION 6.2(A)—*Personal Days Off*. Effective January 1, 1973, all regular full-time employees who have completed their probationary period will be entitled to two (2) additional personal holidays per calendar year. It shall be the employees' option to use such days as either added vacation time or scheduled off at a mutually agreeable time with one (1) week's prior notice from the employee. There will be no carry over of such personal holidays if not taken. The computation of pay for the additional days off shall be the same as that which is set forth in Section 6.2 above.

SECTION 6.3—*Vacations*.

(a) *Length of Vacations*. Each full-time employee covered by this contract who qualifies shall be entitled to a vacation with pay for each year of full-time employment in accordance with the following schedule:

Number of Successive Years of Full-time Employment	Number of Weeks of Vacation with Pay
1 year	1
2 through 7 years, inclusive .	2
8 through 14 years, inclusive	3
15 through 19 years, inclusive	4
20 or more years	5

(b) *Definitions.* The term "year of employment" means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later.

The term "successive" used in connection with employment means employment uninterrupted by separation from service.

(c) *Administration of Vacation Provisions.*

(1) All vacations shall be subject to necessary scheduling by the Employer, who may limit the number of employees who may be on vacation at any one time.

(2) A vacation schedule shall be posted in all markets by April 1st of each year and a copy furnished to the Union. When a change in a vacation becomes necessary, the Employer and the employee involved shall be given reasonable advance notice of such change.

(3) All vacations shall be for calendar weeks. Vacations of three weeks or more may be split by mutual agreement between the employee and Employer but not into any period of less than one week. Vacations of less than three weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Employer as consistent with efficient operation of the market.

(4) Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

(5) A week's vacation pay shall be calculated by multiplying forty (40) times the employee's regular straight time hourly rate for the classification to which he is assigned at the time of taking his vacation.

(6) No employee shall be entitled to more than one vacation for any employment year.

(7) An employee who has qualified for his first (1st) vacation and who terminates after having worked six (6) months or more since his last anniversary date, such employee shall receive pro-rata vacation pay in accordance with the following schedule except where termination of service is due to proven dishonesty and/or drunkenness:

	Completed Months of Service Since Last Service Anniversary Vacation Pay*
Less than six months	None
6 months	6/12ths
7 months	7/12ths
8 months	8/12ths
9 months	9/12ths
10 months	10/12ths
11 months	11/12ths
12 months	Full Vacation Pay

**Vacation pay shall be calculated on the basis of the vacation to which the employee was entitled at his last previous service anniversary.*

If an employee has received his vacation with pay for such year of employment, he shall refund the difference, if any, between the vacation pay paid and the vacation pay to which he is entitled under the above schedule. It is understood that it shall not be the obligation of the Union to assist in the collection of such refunds.

A man relieving a Head Meat Cutter on vacation shall receive the Contract rate of pay for Head Meat Cutters.

(8) In the event an employee's absence due to illness or injury exceeds ninety (90) calendar days he shall receive a pro-rata vacation for that anniversary year only, consisting of one-twelfth (1/12th) for each month in excess of ninety (90) days. The first 90 days shall be considered as time worked for computing such pro-rata vacation.

SECTION 6.4—Absences Due to Injuries. Any regular employee unable to work because of injuries received during the regularly scheduled workweek and whose injuries arose out of or during the course of his employment shall be entitled to a full day's pay for each day lost because of such injuries, but not in excess of four (4) days' pay,

including pay for the day of the injury, in the first seven (7) calendar days following the accident; provided, however, that the employee shall report upon receipt of the injury to the Employer's physician whose decision with respect to the length of time required off shall be controlling; provided further, that nothing in this provision shall affect any rights accrued to either party under the State Workmen's Compensation Act, and that the Employer shall receive credit for any payment made under this provision should compensation be awarded by the Industrial Commission of Illinois.

SECTION 6.5—*Funeral Leave*. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law and grandchildren of the employee and present spouse, or any relative residing with the employee or with whom the employee is residing.

SECTION 6.6—*Jury Pay*. When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He

shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

SECTION 6.7—*Leave of Absence.* Any employee desiring a leave of absence shall make such request in writing to the Personnel Department of the Employer. The Union shall be notified by the Employer when an employee is granted a leave of absence, indicating the date the leave becomes effective and the date it will terminate, as well as the reasons for such granted leave.

The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

SECTION 6.8—*Pregnancy Leave of Absence.* A female employee who requests a pregnancy leave of absence shall be granted such leave provided she has at least one (1) year of continuous full-time service. The request for her leave of absence must be supported by a physician's statement certifying that she is pregnant and the anticipated birth date. Such leave shall begin on such date as may be designated by the doctor for ceasing work or the end of the sixth month of pregnancy, whichever is first, and shall end three (3) months after the date of birth. Failure to request such leave of absence by the end of the six (6) months of pregnancy shall forfeit the right to such leave, and when the employee leaves she shall be considered to have resigned.

SECTION 6.9—*Effect of Leaves on Contract Benefits.* Employees on leave will not be entitled to holiday pay, jury pay or funeral pay, nor shall time be counted toward vacation eligibility.

Time spent on leave of absence will not be counted toward wage progression increases.

ARTICLE VII

HEALTH AND WELFARE

SECTION 7.1—*Health and Welfare Fund.* Pursuant to provisions contained in a pre-

vious Collective Bargaining Agreement, there has been established a Health and Welfare Fund known as the "Retail Meat Cutter Unions and Employers Joint Health and Welfare Fund For The Chicago Area"; said Fund is hereinafter referred to as the "Health and Welfare Fund."

SECTION 7.2—*Eligible Employee Defined.* As used herein, an "eligible employee" is an employee (1) who is covered by this Contract, (2) who is employed to work full-time on a regular basis and (3) who has completed his probationary period.

SECTION 7.3—*Employer Contributions.* The Employer shall pay to the Health and Welfare Fund for each eligible employee the sum of \$69.70 per month effective October 1, 1972. Contributions for new employees shall commence with the first day of the calendar month following completion of the probationary period.

SECTION 7.4—*Dental Plan.* Effective no later than January 1, 1973 and for the duration of this Agreement, the Employer agrees to provide a dental plan covering eligible full-time employees and dependents.

SECTION 7.5—*Termination of Employers' Plan.* Payment by the Employer into the Health and Welfare Fund with respect to any employee shall be in lieu of all Employer established plans or programs, including sickness and accident disability pay, hos-

pital, medical and surgical care, major medical expense and group life and accident insurance, each of which programs shall automatically terminate with respect to such employee effective on the date liability to make such contributions first accrues.

SECTION 7.6—*Termination of Contributions.* Contributions to the Health and Welfare Fund shall be discontinued as of the first of the month following:

- (a) Termination of employment.
- (b) A lay-off or leave of absence of 30 calendar days or more.
- (c) The employee's ceasing to be an eligible employee due to his failure to work thirty-two (32) hours or more per week for eight (8) consecutive weeks.

SECTION 7.7—*Continuation of Employers' Plan.* Prior to the effective date of this Contract, a majority of the eligible employees of certain Employers elected to be covered under the Employer's Health and Welfare Plan. As to such employees, those Employers shall provide and maintain, cost-free, to such employees, except as to optional life insurance, benefits not less than contained in such Employers' respective Health and Welfare Plans in effect on execution date of this Agreement, and such Employers shall not be obligated to contribute to the Health and Welfare Fund.

SECTION 7.8—*Future Discontinuance of Employers' Plan.* An Employer whose employees had hitherto elected to be covered under that Employer's Health and Welfare Plan may discontinue the coverage of such employees under such Plan upon giving written notice to the Union of the Employer's intention, designating in said notice the proposed termination date and agreeing to make contributions on behalf of such employees to the Health and Welfare Fund. Upon approval by the Trustees of the Health and Welfare Fund, coverage under such Fund shall become effective for such employees on the date proposed by the Employer if it shall be subsequent to the approval by the Trustees and, if not, on the first day of the month following the Trustees' approval. Except for liabilities accrued up to the effective date of the change over, all further obligations of the Employer with respect to the Employer's Health and Welfare Plan shall terminate.

SECTION 7.9. *Employee Option of Coverage.* The Parties have agreed that during the life of this Agreement, the employees of any Employer who are covered by that Employer's Health and Welfare Plan shall have the option of coverage in the Retail Meat Cutter Unions' and Employers' Joint Health and Welfare Fund for the Chicago Area, if a majority of the employees so elect.

ARTICLE VIII

PENSION

SECTION 8.1—*Pension Fund.* By agreement with Employers, the International Union with which this Local Union is affiliated has established a Pension Fund designated as the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN'S UNION AND INDUSTRY PENSION FUND (the "Pension Fund").

SECTION 8.2—*Employer's Contributions and Definition of Eligible Employee.* For each employee who is covered by this Agreement, who has completed his probationary period and who is customarily engaged to work forty (40) hours per week or more on a regular basis (hereinafter called "an Eligible Employee"), the Employer shall pay to the Pension Fund the sum of forty-three dollars and thirty cents (\$43.30) per month during each calendar month provided the Eligible Employee worked an average of thirty-two (32) hours per week in the four (4) consecutive weeks preceding the month in which the payment is due. The Employer shall contribute on behalf of said Eligible Employees on or before the tenth (10th) day of the month following the month in which the work determining the contribution was performed. Payments shall be made at such location as the Trustees of the Pension Fund shall from time to time designate.

For any Eligible Employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Employer pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first day of the calendar month after such employee has been on the Employer's payroll for thirty (30) days.

SECTION 8.3—*Commencement of Contributions.* The commencement of contributions to the Pension Fund is contingent upon acceptance of the employees covered hereunder in the Pension Fund. The Employer shall make contributions as provided in this Agreement upon receiving written notice of the Trustees' acceptance. Thereafter, this Agreement shall remain in effect during the term set forth in Article XII hereof and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees of the Pension Fund, the Local Union, and the Employer, provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account of the Employer's failure to make contributions or as

otherwise provided in the Trust Agreement or Pension Plan, and, further provided, that nothing herein contained shall limit the right of the Employer and the Local Union to terminate participation in the Pension Fund, subject to the terms of the then existing Trust Agreement and Pension Plan.

SECTION 8.4—*Termination of Contributions.* Contributions to the Pension Fund shall be discontinued as of the first of the month following:

- (a) Termination of employment.
- (b) A lay-off or leave of absence of thirty (30) calendar days or more.
- (c) The employee's ceasing to be an Eligible Employee due to his failure to work thirty-two (32) hours or more per week for four (4) consecutive weeks.

SECTION 8.5—*Total Hours Worked.* The total hours worked during a given week shall include, in addition to all hours actually worked, hours of paid vacation and paid holidays.

SECTION 8.6—*Employer's Rights.* The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge an employee granted the Employer under this Agreement.

SECTION 8.7—*Benefit Level.* Employer contributions to the Pension Fund shall be used to provide retirement benefits for Eligible Employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund (the “Trustees”). Eligible Employees shall, pursuant to said Pension Plan receive retirement benefits at Benefit Level I as defined in Article III, Section 2 of the Pension Plan, a copy of which Pension Plan the Employer has received.

SECTION 8.8—*Trustee’s Remedies.* The Employer obligation hereunder to contribute to the Pension Fund shall not be subject to any implied bargaining agreement.

In addition to any other remedy which may otherwise be available to them, the Trustees of the Pension Fund shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy, provided, however, that if the Employer’s obligation to contribute is contingent upon the resolution of an existing dispute between the Employer, Union, or employee, which is the subject of a grievance or arbitration pursuant to Article XI hereof, the right of the Trustees to sue shall be stayed until the grievance and/or arbitration procedure is exhausted, but not more than 190 days after the Trustee’s in-

itial demand for the Employer's contribution. The Trustees shall be bound by the final disposition of the grievance or the findings of the arbitrator in determining the Employer's obligation to contribute hereunder.

SECTION 8.9—*Trust Agreement*. The Employer adopts and agrees to be bound by all of the terms and provisions of the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time, (the "Trust Agreement") as fully as if the Employer was an original party thereto, a copy of which Trust Agreement the Employer has received. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

SECTION 8.10—*Trustee's Limitations*. Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant to this Agreement to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Agreement or the Trust Agreement.

SECTION 8.11—*Compliance With Law.* The Agreement and Declaration of Trust herein provided for shall comply in all respects with the applicable provisions of the Labor Management Relations Act of 1947 as amended and also with Section 7(e)(4) of the Fair Labor Standards Act as amended so that with respect to the latter, the contributions herein provided for shall qualify as exclusions from the regular rate of pay. Said trust shall also comply with all applicable provisions of the Internal Revenue Code of 1954 as amended and the regulations issued thereunder, so that the trust shall constitute a qualified trust under the provisions of Section 401(a), the Employer's contributions to the Pension Fund shall be deductible under Section 404(a), and the Pension Fund shall be exempt from taxation under Section 501(a) of the Internal Revenue Code.

It is agreed that all contributions made by the Employer pursuant to this article are made subject to the condition subsequent that in the event the Pension Fund shall fail to qualify under said Internal Revenue Code by January 1, 1967, then upon such failure such contributions, less the Employer's pro rata share of such reasonable expenses as the Trustees may necessarily incur in creating and endeavoring to qualify the Pension Fund under said Internal Revenue Code, shall be returned to the Employer, and this Article VIII shall thereupon become null and void.

SECTION 8.12—*Employers' Pension Plan.* Unless the Employer and the Union have agreed otherwise, any pension, retirement or profit sharing plan which the Employer has heretofore established for the purpose of providing pension and retirement benefits to employees covered by this Contract shall terminate automatically with respect to such employees effective on September 30, 1965, except for liabilities accrued up to the effective date of such termination.

SECTION 8.13—*Trustees' Acceptance.* The Trustees' acceptance for participation in the Pension Fund of the employees covered hereunder shall be limited only to categories of employment covered hereunder at the time application for such acceptance occurs and the admission of any other category of employment to participation in the Pension Fund shall require specific acceptance by the Trustees.

ARTICLE IX

UNION-MANAGEMENT RELATIONS

SECTION 9.1—*Union Employees.* The Union, if requested, will furnish men, insofar as they are available, who will work to the best interest of the Employer in every way, just and lawful, who will give honest and diligent service to patrons of the Employer's establishment, and who will do everything within their power for the uplifting of the meat industry.

SECTION 9.2—*Union Shop.* It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing and those who are not members on the date which this agreement is signed shall, on the thirty-first day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed, shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 9.3—*Business Representatives.* Union Business Representatives shall be admitted to the Employer's market premises during the hours meat department employees are working for the purpose of ascertaining whether or not this Agreement is being observed and for collecting dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of Employer's business. Business representatives shall have full authority to request the immediate discharge of any employee who has voluntarily agreed with his Employer to receive wages below the wage scale fixed herein.

SECTION 9.4—*Discharge*. During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be discharged or otherwise disciplined without just cause. Drunkenness, dishonesty, incompetency, or incivility will be sufficient cause for dismissal.

SECTION 9.5—*Display of Contract and Union Shop Cards*. This Agreement is to be kept posted in the place of employment so that every employee may have equal and easy access to same.

It will be the duty of the Employer to prominently display Union shop cards in all establishments wherein Union meat cutters are employed. These cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

SECTION 9.6—*Concessions to Other Employers*. The Union agrees that during the term of this Agreement it will not enter into a contract with any other Employer which grants to such other Employer the right to operate self-service markets for lesser wages or longer hours or any other condition of

employment or market operation most favorable to such other Employer than those contained in this Contract except upon the condition that this Employer shall receive the benefit of any more favorable terms granted to such other Employer.

ARTICLE X

SENIORITY

SECTION 10.1—*Seniority Defined.* Seniority means the rights defined herein secured by employees by length of continuous full-time employment with the Employer, that is, full-time employment uninterrupted by termination of service.

Seniority starts from the last date when the employee starts work as a full-time employee, provided, however, that new employees shall not acquire any seniority rights until they have completed the probationary period of thirty (30) days after which their seniority shall date back to the date the employee started to work. When two or more employees start work the same day, the date of birth shall determine their relative seniority.

An employee's seniority shall be terminated if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last address known to the Employer a written notification to

return to work (with a copy to the Union); (5) fails to return to work upon expiration of an authorized leave of absence; (6) refuses, as an alternative to being laid off, to accept work in his classification in another store within the seniority area; (7) refuses, after having been laid off, to accept work in his job classification in any store in the seniority area; or (8) has been laid off by the Employer for a period of one year; provided that at the end of the sixth month and at the end of each month thereafter, the laid off employee, in order to retain his recall rights, must notify, in writing, the Employer of his desire to be retained on recall status.

The "in-service" date of an employee who progresses from Apprentice to Journeyman, or who is demoted from Head Meat Cutter to Journeyman shall not be affected by such change in classification.

A complete seniority list of the Company's employees working within a local union's jurisdiction will be furnished the Union each calendar year.

SECTION 10.2—*Layoffs and Recalls After Layoffs.* Where the employee's qualifications to perform the work available are equal, including in the case of Head Meat Cutters the ability to organize and direct the work of others, seniority shall control the order of layoffs and recalls after layoffs of full-time

employees within the seniority area within the following job classifications:

Head Meat Cutters

Journeyman

Apprentices

Wrappers

The term "seniority area" means the area covered by the operating division, district or administrative or geographic unit used by the Employer, as said Employer's unit may be organized from time to time, and falling within the cities and counties in which the Employer has recognized the Union Locals. The Employer shall notify the Union in writing of the areas comprising its seniority areas as modified from time to time.

SECTION 10.3—*Promotion to Supervision.* If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer and is returned to the collective bargaining unit within one year, he shall commence work with the seniority rank he had at the time of his promotion.

SECTION 10.4—*Seniority of Employees on Leaves of Absence.* The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he had not been absent, and he shall have the

right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence, other than military leave of absence, in excess of ninety (90) days, shall be protected to the expiration of said leave of absence but not in excess of one year, but such seniority shall not accumulate during any period of absence in excess of one year.

ARTICLE XI

GRIEVANCES AND ARBITRATION

SECTION 11.1—*No Strike; No Lockouts.* The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, subject to the exceptions stated herein, during the terms of this agreement there shall be no strikes, work stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its members, nor

shall there be any lockout on the part of the Employer. No officer or representative of the Union shall authorize, instigate, aid or condone any strike, work stoppage, diminution or suspension of work of any kind whatsoever prohibited by the provisions of this paragraph. No employee shall participate in any such prohibited activities.

The Union reserves the right to strike and/or picket the market or markets involved in the grievance in the event the Employer shall fail or refuse to comply with any decision of a Board of Arbitration issued pursuant to a proceeding under Section 11.3 of this Article within ten (10) days after notice thereof. The Employer reserves the right to declare a lockout should the Union fail or refuse to comply with any decision of a Board of Arbitration within ten (10) days after notice thereof.

The Union reserves the right to strike and/or picket any market of the Employer wherein the Employer continues, after receipt of a written grievance, to sell, outside of the market operating hours prescribed in Article V, meat products under the Union's jurisdiction not specifically authorized for sale outside of such market operating hours.

The Union further reserves the right to strike any Employer who is required by this contract to make contributions to the Health and Welfare Trust Fund or the Pension

Trust Fund who remains delinquent in the payment of a contribution for a period of fourteen (14) calendar days after a written notice is sent to the Employer by the Union; provided, however, that the Union without recourse to arbitration may not strike for this reason if within said fourteen (14) day period the Employer corrects said delinquency or notifies the Union in writing that there is a bona fide dispute as to whether the payment is delinquent or as to the amount of the delinquency and also initiate arbitration with respect to said dispute in accordance with the provisions of this contract.

SECTION 11.2—*Time Limit on Grievances.* Grievances of any nature must be made within forty-five (45) calendar days after the cause giving rise to the grievance becomes evident; and wage claims shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the grievance or the date the grievance arose, whichever date is most recent.

SECTION 11.3—*Grievances and Arbitration.* Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees, concerning the application and/or construction of this Contract, the parties agree that such matter shall be adjusted, if possible, by negotiations. In the event the dispute or grievance cannot be resolved by negotiations within fifteen (15) days after the inception of the

matter in dispute, then it shall be submitted immediately to a Board of Arbitration, consisting of three (3) persons, for final and binding decision. Either party may institute said arbitration proceedings by giving the other party notice thereof in writing, naming one person to act on his behalf on said Arbitration Board; and the other party shall, within five (5) days after receipt of such written notice, name one person to act on his behalf on said Arbitration Board. These two so selected shall designate the third member or referee of the Board. In the event these two so selected shall be unable, within fifteen (15) days, to agree upon the third member or referee, then the third member of the Board shall forthwith be designated under the rules and procedures of the Federal Mediation and Conciliation Service. The Board shall hold hearings and render its decision in writing within thirty (30) days with respect to a dispute under Article I, Section 1.2(d) and within ninety (90) days with respect to any other dispute. The Board's decision shall be final and binding upon the grievant employee, the Union and the Employer. The decision of any two members of the Board shall be the decision of the Board. If the parties shall agree upon one person to act as Arbitrator, his decision shall be as binding as that of a Board of Arbitration. The compensation and expense, if any, of witnesses and the cost of other evidence shall be borne by the party on whose

behalf witnesses are called or the evidence is introduced. Each party shall pay for the compensation and expenses of the Arbitrator appointed by it. The compensation and expenses of the third Arbitrator and all other costs incurred in conducting the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE XII

TERM

SECTION 12.1—*Initial Term.* This agreement shall become effective at 12:01 a.m. October 1, 1972 and shall expire 12:00 midnight September 29, 1973.

SECTION 12.2—*Renewal Term.* If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be as stated in Article XII—Section 12.1 above.

SECTION 12.3—*Retroactivity.* This Contract shall remain in full force and effect until a new agreement is negotiated, but not beyond an additional sixty (60) days beyond the Contract expiration date. Any increases

in wages set out in Article III resulting from the negotiations following the Contract expiration date shall be retroactive to the date of expiration, but not exceeding ninety (90) calendar days, whichever period shall be shorter. There shall be no retroactivity with respect to other contract changes, such as changes in working hours or premium or overtime pay.

Executed at Chicago, Illinois, this _____

day of _____, 19_____

LOCAL 320, AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF NORTH AMER-
ICA, AFL-CIO

By _____
President

By _____
Secretary-Treasurer

Employer _____

By _____

Employer's Address _____



#815

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



January 31, 1973

Amalgamated Meat Cutters and Butcher
Workmen of North America
Research Department
10615 South Halsted
Chicago, Illinois 60628

FEB 09 1973

FEB 09

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering Retail Meat Cutters' Service and Self-Service Markets in Chicago, Cook County, Illinois and your union's local 320. The agreement we now have on file expired in September 1972.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) 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. We would also appreciate your sending us copies of your Health, Insurance, and Pension Plans. 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.

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1300
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business: RETAIL
4. If previous agreement has been extended without change, indicate new expiration date _____

Irvin Clavo
(Name)
10615 So. Halsted
(Business address)

Secy. Treas.
(Position)
Chicago Ill.
(City, State, and ZIP code)