

FEB 16 1956

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Meat Cutters Local No. 439

42 EAST WALNUT STREET
PASADENA, CALIFORNIA

260452

TX-11/56

WORKING AGREEMENT COVERING RETAIL AND FROZEN LOCKER PLANTS

THIS AGREEMENT entered into by and between

and MEAT CUTTERS LOCAL 439.

ARTICLE 1 — RECOGNITION

(a) In order to assure the securing of benefits intended to be derived by the Employer and the employees under these Articles of Agreement, the Employer agrees that this Agreement will apply to all employees performing work under the jurisdiction of Local 439 in all meat markets or departments that are now, or maybe in the future, operated by said Employer in the jurisdictional area of Local 439.

(b) All employees covered by this Agreement shall, on and after the 30th day following the begining of their employment or the effective date of this Agreement, whichever is the later, become members of the Union and retain such membership during the period of this Agreement as a condition of employment, subject to the conditions of Section 8 (a) (3) of the Labor Management Relations Act of 1947.

(c) It is further agreed that, if an employee becomes delinquent in his Union dues, the Employer will, upon due notice, dismiss said employee unless, within five (5) days, the employee shall have paid up the delinquent dues.

(d) When any Employer is in need of additional personnel and/or to fill replacements, he will first give consideration to experienced wrappers, cashiers and meat cutters who have received their training and experience in the industry within the jurisdictional area of Local 439, or the Southern California area.

(e) Local 439 shall at all times, to the best of its ability, keep a non-discriminatory listing of experienced personnel of this area in attempting to satisfy the industry needs for new personnel and replacements.

(f) In hiring new Employees or replacements for regular full time employment the Employer shall call the office of the Union which will attempt to fulfill the Employers requirements. All applicants referred by the Union will be given a bonafide interview for employment. The Employer reserves the right to select the particular applicant to be hired but there shall be no discrimination because of membership or non-membership in the Union.

(g) Where the Employer has called the Union for extra help, and when the Union has sent an applicant to fill the job and when such applicant arrives on or before the time designated by the Employer, prepared to work and presentable for work, such applicant shall be given a full day's work or pay in lieu thereof.

(h) The employer shall report all new hires or replacements to the Union within five (5) working days, giving date of employment, social security number, wage rate, classification and store to which assigned. All employees from the date of their first employment shall receive not less than the wages and benefits established by this Agreement.

(i) In the event of a violation of this Agreement involving wages and/or Health and Welfare premiums, when presented to the Employer in writing, the Employer shall furnish, upon request from the Union, payroll data regarding the claim.

(j) In the event of the repeal or modification of the provisions in the Labor Management Relations Act of 1947, as amended, applying to Union security prior to termination of this Agreement, the Employers agree that, upon request of Meat Cutters Local 439, they will immediately meet with Local 439 and negotiate revision of the Union Security clause to conform to the amended Act. In case said Act is amended or repealed so that there are no restrictions on Union security, the Employers agree to return to and recognize the original Union security clause that existed in the agreement prior to the enactment of the Labor Management Relations Act of 1947.

ARTICLE 2 — COOPERATION

(a) In consideration for the granting of the conditions herein by the Employer, Local Union No. 439 agrees to furnish men who will work for the best interest of the Employer in every way just and lawful, to give honest and diligent service to patrons of the Employer's establishment, to do everything within their power for the uplifting of the meat industry.

(b) In order to secure mutual benefits and to establish conditions in the industry fair to Employers and employees, the Industry and the Union agree to establish a General Committee consisting of five (5) from the Employers and five (5) from the Union to meet and discuss mutual problems affecting the Industry and the employees with a view to avoiding and correcting situations which might otherwise lead to grievances and to give consideration to other

matters affecting the Industry and the welfare of the people working therein. Such General Committee shall establish its meeting dates and other working arrangements and shall be of an advisory nature only, and shall not take the place of grievance or arbitration machinery or other mechanics established elsewhere in this Agreement.

ARTICLE 3 — SENIORITY, TRANSFERS, PROMOTIONS AND LAY-OFFS

(a) Seniority shall be recognized on a company-wide basis within the jurisdictional area of Local 439 covering all Employees from the date of employment and shall prevail in reference to vacations, transfers, lay-offs, rehiring and promotions as set forth below:

(b) Seniority shall be used covering these issues and shall apply in each instance separately as to wrappers, cashiers, and meat cutters.

(c) Seniority shall be recognized and journeymen promoted, providing they meet qualifications fitting them for such promotion. The Employer hereby agrees that when promotions are in order, or a higher rated job comes open, those already employed by said Employer shall be given preference and a trial period of thirty (30) working days shall be given without jeopardizing employee's former rating.

(d) In order not to impair the normal operation of any Employers business, it shall be permissible, on vacations only, to apply seniority preference on a store by store basis.

(e) In the event a reduction in the work force is necessary in a particular store, the Employee with the least seniority in the company, limited to the classifications as described above, shall be the Employee to be laid off and the Employer shall transfer an Employee from the affected store to the vacancy created by the lay-off, provided that the Employee to be transferred has the ability and qualifications to fill the job vacancy created by the seniority lay-off. Should an Employee in the store, where the reduction in work force is necessary, refuse such transfer, or should such Employee lack the ability and qualifications to fill the job vacancy created by the seniority lay-off, the Employer's obligation shall cease, and the lay-off shall be affected in the store where the reduction in work force is necessary. No regular Employee shall be laid off until the end of his forty hour weekly shift.

(f) Employers known as multiple operators who have establishments outside the jurisdiction of Local 439 and who wish to transfer an Employee into the jurisdiction of Local 439, shall first notify the Union. No member of Local 439 shall be laid off because of such transfer. Transfers are permissible between establishments of an Employer within the jurisdiction of this Agreement.

(g) An Employee member of Local 439 shall have the right to refuse a transfer to another location if the distance is excessive, or if no public transportation is available. A refusal of a transfer by a member under any of these circumstances shall not constitute a reason for discrimination, lay-off or discharge, except as set forth in Paragraph E above.

(h) The Employer agrees that regular Employees laid off and not terminated for cause shall have seniority rights on rehiring for extra and/or steady jobs subsequently available with the Employer, prior to the hiring of any new Employees. Employees shall not be subjected to an unreasonable distance in rehiring.

(i) All disputes in connection with the provisions of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 4 — DETRIMENTAL ACTS

(a) No Employee shall be required or requested to make any written or verbal agreement that will conflict with the terms of this Agreement. All Employees must be paid weekly for all hours worked as provided in this Agreement. Any bonuses, commissions or other methods of payment shall be in addition to requirements of the Agreement, and may not be used to affect such contractual requirements.

(b) The following circumstance shall be deemed sufficient cause for the suspension or discharge of any Employee: dishonesty, intoxication, improper care of equipment, or acts in his conduct that are detrimental to the welfare of his fellow Employees and the Employer during working hours.

(c) 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 discharged. Investigation and settlement of any claim shall be made within ten (10) days of the making of such complaint by the Employee.

(d) Employees guilty of and discharged for proven dishonesty shall forfeit all right to pro-rated vacation pay. The Union has the right to investigate any such cases and the Employer shall cooperate by furnishing the Union whatever pertinent information is necessary.

(e) In the event a bonding company refuses to accept a specific Employee under the bond covering the operation, the Employer shall take this matter up with the Union and, upon determination by the Employer and the Union that the bonding company's refusal to admit the Employee under such bond is reasonable, the Employee may be discharged. Expenses of bonding will be borne by the Employer.

(f) Grievances in connection with this Article shall be subject to the Grievance and Arbitration procedures of this Agreement.

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

ARTICLE 5 — HOURS OF WORK

(a) The work week shall start as of Monday and run through Sunday inclusive and shall consist of five (5) days.

The work day shall be eight (8) hours out of any nine (9) hours with one (1) uninterrupted hour off for lunch.

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No employee will be permitted to work longer than five (5) hours without receiving his time off for meals.

The work day shall be from 9:00 a.m. to 6:00 p.m. (Any work performed after 6:00 p.m., or before 9:00 a.m., shall be paid for at the rate of twenty-five cents (25c) per hour for the full eight (8) hour shift. All work performed on the sixth (6th) day shall be paid for at the rate of time and one-half (1½) the employee's regular straight time hourly rate.

Any work performed on Sunday shall be paid for at the rate of double time the employee's regular straight time hourly rate.

Any work performed on a holiday shall be paid for at the rate of double time the employee's regular straight time hourly pay, plus the regular holiday pay.

Extra men working on Sunday or holidays shall be paid double time their regular straight time rate.

There shall be no split shifts.

(b) All Employees working on Sunday shall be given two (2) consecutive days off. Employees not working on Sunday shall have Sunday and one other day off.

(c) However, it is understood that in case there should be shorter work hours established by law or president's decree than the eight hour day, or the forty hour week, then the hours will be reduced and the shorter hours will be immediately observed without any deduction in weekly pay.

ARTICLE 6 — OVERTIME

(a) Daily overtime will be permitted, to be paid for at the rate of time and one half the employees regular straight time rate, in addition to any shift premium pay that may be applicable. Such daily overtime shall not exceed three hours in any one day and shall be voluntary with employees. No employee shall be dismissed or disciplined for refusal to work daily overtime. Regularly scheduled daily overtime may be worked only on agreement with the Union.

ARTICLE 7 — HOLIDAYS

(a) The following holidays shall be recognized as legal holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day (unless other holidays are made so by law). This is to mean any new holiday that may come into existence that is not already mentioned in the foregoing part of this Article and that is generally observed as such by the industry.

(b) It is further agreed that when a legal holiday falls on Sunday the following Monday shall be considered the legal holiday and observed as such. A holiday week shall consist of thirty-two (32) working hours for a full week's pay.

ARTICLE 8 — WAGES

(a) The following shall be the guaranteed minimum weekly salaries, and each employee covered hereby is guaranteed forty (40) hours of work each week. Any employee at the date of entering into this agreement receiving more or enjoying better conditions than herein provided shall suffer no loss of any kind as a result of this Agreement.

Classifications and wage rates see Appendix A.

Superannuated man's rate of pay will be decided by the man involved, the employer involved, and the Union.

(b) When employees are called to work and are not permitted to work a full day, they shall be paid a full day's pay.

(c) Apprentices shall be employed only in accordance with the Shelly-Maloney Act.

(d) Definition of a Back Room Man: A "Back Room Man", is construed to mean, a man who puts in twenty hours or more of his work week in the back room, and who's principal work is to break carcasses or reduce them to primal cuts.

(e) Under no circumstance will an apprentice be permitted to manage or operate a meat department or a market. One apprentice or superannuated man shall be allowed to every four (4) journeymen or fraction thereof, per market. Markets employing less than four (4) journeymen shall be entitled to one (1) apprentice or supperannuated man. Employees working less than a full week shall be paid at the rate of "Extra Man's Pay."

(f) Employees shall receive their pay each week. Extra help will be paid in full when their work is finished.

ARTICLE 9 — WORKING CONDITIONS

(a) No meat cutter shall work in any other department or no employee from any other department shall work in the meat department except during lunch period of one (1) hour in one man markets. The lunch period shall be between eleven (11) a.m. and two (2) p.m.

(b) Employer will furnish all linens used in markets, also launder same. Sharpening of tools shall be paid by the employer.

(c) No member of this Union will be permitted to work in any Market unless a wood covering is placed over the floor wherever concrete or concrete substance exists behind the counter and further, no member will be allowed to work for any employer where first aid equipment is not furnished by being in a handy place within the market.

ARTICLE 10 — VACATIONS

(a) Employees covered by this Agreement who have one (1) year's service with said employer shall immediately receive one (1) week's vacation with pay, and after two (2) years' service with said employer shall receive two (2) weeks' vacation with pay; and after ten (10) years service with said employer the employee shall receive three (3) weeks' vacation with pay and any vacation allowed in addition shall not break seniority continuity.

(b) There shall accrue one-twelfth (1/12) of a week's pay for each month worked or major fraction thereof, up

to two (2) years, and thereafter two-twelfths (2/12) of a week's pay for each month or major fraction thereof and after ten (10) years there shall be three-twelfths (3/12) of a week's pay for each month or major fraction thereof, which shall be paid to the employee if his employment terminates before it is time for him to receive a regular vacation except in case of discharge for proven dishonesty.

(c) A temporary absence from work, not to exceed three (3) weeks, shall not affect the seniority continuity of the employment of any members of this Union.

(d) All regular employees will receive six (6) days per year sick or injury leave without any deduction in pay. Employee shall be entitled to sick leave after being employed for one (1) month. All unused sick leave shall accumulate to a maximum of thirty (30) days. All sick leave must be verified by a certificate of a registered physician, employee to furnish such certificate.

ARTICLE 11 — JURISDICTION

(a) Meat Cutters Local 439 shall have jurisdiction over all employees and merchandise as follows: Handling the tools of the trade such as saws, slicing machines, knives, etc.; displaying dispensing of fresh, chilled or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish; fresh, chilled or frozen rabbits; and all smoked and cured meats, in the retail operation.

(b) Self-Service Markets: All fresh meats, fresh poultry, fresh fish, fresh rabbits, shall be cut and prepared and packaged on the premises and dispensed by members of Meat Cutters Local 439.

(c) There shall be a journeyman meat cutter in attendance at all times when any meats coming under the jurisdiction of Local 439 are sold or offered for sale.

(d) No member of this Union will be allowed to handle in any form, any fresh or smoked meats, or any other product going to or coming from an unfair firm.

(e) The placing of a wholesale Butcher, Packer, Jobber, Fish or Poultry Company or any other firm upon the UNFAIR LIST shall be done only pursuant to the jurisdiction and laws of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Western Federation of Butchers and shall be effective after due notification by Local No. 439.

ARTICLE 12 — GRIEVANCE AND ARBITRATION

(a) Any controversies involving the interpretation of any provisions of this Agreement which cannot be adjusted amicably between the Union representative and the Employer, shall be referred to an impartial board for arbitration. The arbitration board shall consist of two selected by the Union, and two by the Employer, and one neutral party, and he shall function as the Chairman. The neutral party to be agreed upon by the Employer and the Union representatives of the Arbitration Board. In case the Employer and Union representatives fail to agree upon a neutral chairman within five (5) days, either party may request the Federal Mediation and Conciliation Service to submit a list of fifteen (15) names from which one shall be selected as the chairman. 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 this board shall be by majority and shall be reached within a period of ten (10) days from the date presented for arbitration.

(b) Any controversy regarding the hours and salaries as contained in this Agreement shall not be subject to arbitration. Any and all claims for adjustment of salaries and hours shall be made on or before thirty (30) days from the time of which such adjustment is claimed.

(c) In the event of a grievance involving the interpretation of any provision of this Agreement, it is mutually agreed that no strike or work stoppage will be called by the Union and/or no lock-out ordered by the Employer until such time as either has had reasonable opportunity to comply with all the provisions of the grievance procedure.

(d) In the event an arbiter is used, the cost of the arbiter shall be borne equally by both parties.

(e) Before any matter shall be referred to arbitration, it shall be mandatory that the matter shall first be referred to the General Committee as provided for in Article 2 — Cooperation, of this Agreement.

ARTICLE 13

No employee shall be asked to make any written or verbal agreement that will conflict with this Agreement. Furthermore, any agreement made with any employee shall not be recognized by the Union as an existing or valid contract and shall not act as an amendment or change of this Agreement.

ARTICLE 14

The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, and is loaned for display to employers who sign and abide by this Agreement. The shop card can be removed from any market by the Secretary of the Local Union 439 or his deputy for any violation of this Agreement.

ARTICLE 15

Duly authorized representatives of the Union, not on the pay-roll 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.

ARTICLE 16

If any owner or employer hereunder sells, leases, or transfer his business or any part thereof, the successor, lessee, or transferee shall be bound fully by the terms of this Agreement, and shall be obligated to pay the wages and

salaries in effect at the time of the sale, lease, or transfer, and shall assume all obligations of this Agreement in the place and stead of the employer signatory hereto.

ARTICLE 17

The employer shall not discharge or discriminate against any employee for upholding union principles.

ARTICLE 18 — SEPARABILITY CAUSE

The provisions of this 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 19 — HEALTH AND WELFARE

(a) It is agreed that the employers will pay Ten and 83/100 dollars (\$10.83) per month for each employee who works eighty (80) hours or more per month beginning January 1, 1951 to cover his health and welfare benefits and other conditions as provided for in the addendum attached to this Agreement.

(b) It is agreed that the provisions of this Article may be opened for the purpose of discussing and modifying by a thirty (30) day written notice given by either party.

ARTICLE 20 — TERMINATION

(a) Except as listed below, this Agreement shall take effect November 7, 1955, and continue in effect until midnight the first Sunday in November, 1956, and from year to year and thereafter unless terminated by either party giving written notice of termination by registered mail to the other not less than sixty (60) days prior to the first Sunday of November 1956, and/or the first Sunday of November of any year thereafter.

(b) This agreement may be opened between November 7, 1955 and November 4, 1956 by either party for the sole purpose of discussing modifications of the Health and Welfare provisions of this Agreement.

SIGNED SIGNED
For the Employer For the Union

Name of Market (Street No.) (Town — Zone) (Phone No.)

APPENDIX A — WAGES AND CLASSIFICATIONS

The following shall be the minimum wage scales effective November 7, 1955.

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| Head Meat Cutter (5 or more employees) | \$116.00 per week |
| Head Meat Cutter (Less than 5 employees) | 111.00 per week |
| Journeyman | 101.00 per week |
| Back Room Man | 106.00 per week |
| All Extra Journeymen | 21.60 per day |
| Apprentices, 1st year | 71.00 per week |
| Apprentices, 2nd year | 81.00 per week |
| Apprentices, 3rd year | 91.00 per week |
| Journeymen's rate after three years. | |
| Cashiers | 83.00 per week |
| Non-experienced Wrappers, 1st 30 days | 75.00 per week |
| Wrappers, after 30 days experience | 83.00 per week |
| Extra Wrappers and Cashiers | 17.10 per day |