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AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N. A., A. F. L. - C. I. O.

Working Agreement

governing the

Retail Meat Industry

Meat Cutters Local 439, A.F.L.-C.I.O.

1608-1610 W. 5TH
POMONA, CALIF.

Food Employers Council, Inc.

2599 SO. FLOWER STREET
LOS ANGELES 7, CALIF.

Meat Dealers Assoc. of So. Calif., Inc.

756 SO. BROADWAY, ROOM 520-521
LOS ANGELES 14, CALIF.

Associated Meat Jobbers

1801 BEVERLY BLVD.
LOS ANGELES 57, CALIF.

Independent Retail Meat Operators

INDEX

Subject	Article and Paragraph	Page
*ACCEPTANCE OF TRUST AGREEMENTS	28	17
*APPRENTICES	22	13
BACK ROOM MAN	21-D	13
BASE RATES	21-B	12
BONDING EMPLOYEES	7-D	5
CASH REGISTER SHORTAGES	18-D	9
CASHIERS' DUTIES	21-C	13
*CHANGE OF OWNERSHIP	23	13
*CLOTHING AND EQUIPMENT	13	7
*CONDITIONS	18	9
COOPERATION	5	3
*DAILY OVERTIME	20	11
DENTAL CARE	24-C	14
*DISCHARGE	7	4
Causes	7-A	4
Vacation	16	8
Pro-rata	16-B	8
Forfeiture of pay	7-C & 16-C	5 9
Wages due	18-A	9
Warning Notice	7-A-2	5
DONATIONS	18-G	10
EIGHT HOUR GUARANTEE	4-D	3
EMPLOYMENT PROCEDURES	2-A	1
EXTRA EMPLOYEES		
Definition	4-B	3
Guarantee	2-B	1
Sunday Pay	19-G	11
*FAVORED NATIONS	9	6
*FULL-TIME, PART-TIME and EXTRA EMPLOYEES	4	3
FUNERAL LEAVE	12-D	7
*GRIEVANCE AND ARBITRATION PROCEDURE	8	5
Dispute Procedure	8-A	5
*HEALTH AND WELFARE	24	14
*HIRING	2	1
Extra help	2-B	1
New employees	2-A	1
*HOLIDAYS	15	8
Holiday week and premium	15-C	8
Paid Holidays	15-A	8
Requirements	15-B	8
Steady extra employees	15-D	8
*HOURS AND OVERTIME	19	10
Bonus payments	19-J	11
Head meat cutters' rates	19-I	11
Reduction of hours	19-K	11
Regular rate	19-F	11
JOURNEYMEN ON DUTY	3-E	3
JURY DUTY	18-I	10
LAYOFF	6-B	4
Recall	6-E	4
*LEAVE OF ABSENCE	12	6
Death in family	12-B-2	7
Illness and injury	12-A	6
Personal reasons	12-B-1	7
Pregnancy	12-C	7
*LIFE OF AGREEMENT	29	17
*MANAGEMENT PREROGATIVES	10	6
MEDICAL AND HOSPITAL BENEFITS	24-A	14
NEW METHODS	3-B	2
Failure to reach agreement	3-C	2
NIGHT PREMIUM	19-C	10
OVERTIME	20-A	11
PART-TIME EMPLOYEES	4-B	3
PAY DAY	18-A	9
PRESCRIPTIONS	24-D	15
PROBATIONARY PERIOD	2-D	1
*RECOGNITION AND UNION MEMBERSHIP	1	1
Union shop	1-B	1
Five day notice	1-C	1
REGULAR EMPLOYEE	4-A	3
REGULAR RATE	19-F	11
REST PERIODS	18-C	9
RETIREES, MEDICAL COVERAGE	24-B	14
*RETIREMENT PLAN (PENSIONS)	25	15
Cost of living adjustment	25-I	16
Preservation of pension credits	25-J	17
*SALARIES	21	12
SALE OR TRANSFER	23-A	13
SANITATION AND SAFETY	3-F	3
SCHEDULE, WORK	19-H	11
SELF PAYMENTS	24-F	15
*SENIORITY, TRANSFERS, PROMOTIONS AND LAYOFFS	6	3
Seniority, loss of	6-G	4
*SEPARABILITY CLAUSE	26	17
*SERVICE IN MARKETS	3	2
Work performed	3-A	2
*SHOP CARD AND UNION NOTICES	14	7
*SICK BENEFITS	11	6
SIXTH OR SEVENTH DAY	19-E	11
STEADY EXTRA EMPLOYEE	4-C	3
Seniority	6-F	4
STRAIGHT TIME SHIFT	19-B	10
SUNDAY WAGE RATES	21-B-2	12
SUNDAY WORK	19-D	11
SUPERANNUATED EMPLOYEES	21-E	13
SUPPLEMENTAL DISABILITY BENEFITS	24-E	15
TERMINATION	7	4
During leave of absence	12-B	7
End of week	19-A	10
Layoff	6-B	4
Reasons	7-A	4
Seniority	6-A	3
Vacation, pro-rata	16-B	8
Wages due	18-A	9
*TITLES	27	17
TRANSFERS, INTER-UNION	6-C	4
Travel Distance	6-D	4
TRAVEL PAY	18-J	10
UNION ACTIVITY	7-E	5
*UNION INVESTIGATION	17	9
UNION PRINCIPLES	18-K	10
*VACATIONS	16	8
Forfeiture of vacation pay	7-C & 16-C	5 9
Pro-rata	16-B	8
Regular employees	16-B-1	8
Steady extra employees	16-B-2	8
Payment	16-D	9
VOTING TIME	18-F	9
WAGE CLAIMS	8-C	6
WEEKLY GUARANTEE	21-A	12
WEEKLY WAGE RATES	21-B-1	12
WRAPPERS' DUTIES	21-C	13
WORK WEEK	19-A	10

*Asterisk indicates article titles.

ARTICLES OF AGREEMENT

This Agreement, effective December 18, 1964, is made and entered into this..... day of..... .....by and between Local Union No. 439 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, hereinafter called the Union and by and between..... .....hereinafter called the Employer.

ARTICLE 1 — RECOGNITION AND UNION MEMBERSHIP

A. Bargaining Unit.

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 may be in the future, operated by said Employer in the jurisdictional area of Local 439.

35/4

B. Union Shop.

All employees covered by this Agreement shall, on and after the 30th day following the beginning 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, as supplemented and amended.

C. Five Day Notice.

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

ARTICLE 2 — HIRING

A. Employment Procedures.

1. 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 of the Southern California area.

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

3. In hiring new employees or replacements for regular full time or extra employment, the Employer shall call the office of the Union which will attempt to fulfill the Employer's requirements. All applicants referred by the Union will be given a bona fide interview for employment. The Employer reserves the right to select the particular applicant to be hired and nothing herein shall prohibit or prevent the Employer from considering applicants for employment other than those described in this Article, but there shall be no discrimination because of membership or non-membership in the Union.

B. Extra Help.

Where the Employer has called for extra employees and an applicant to fill the job, who meets normal requirements for the job, 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. In case the Employer requests applicants from more than one source for the same job and applicants meet these requirements, all such applicants shall be given a full day's work or pay in lieu thereof.

C. Notice of New Employees.

The Employer shall report all new hires or replacements to the Union within seven (7) calendar 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.

D. Probationary Period.

The first thirty (30) calendar days of employment shall be considered a trial period for all regular employees, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance procedure set forth in this Agreement. Termination for incompetency pursuant to this section shall be effected at the end of the employee's regular workweek. Contributions to the fringe benefit funds shall be made on probationary employees in accordance with the terms of this Agreement.

E. Payroll Data.

In the event of a violation of this Agreement involving wages and/or health and welfare, pension or other fringe benefit contributions, when presented to the Employer in writing, the Employer shall furnish, upon request from the Union, payroll data regarding the claim.

F. Modification of Law.

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 the 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.

ARTICLE 3 — SERVICE IN MARKETS

A. Work Performed.

1. None other than employees covered by this Agreement shall be permitted to serve the trade in the cutting and sales of meat in meat departments or meat markets, except during the lunch period in markets where only one journeyman is on duty, said lunch period not to exceed one (1) hour in length. This clause shall not apply to the owners of the meat markets. No one shall be considered a partner or working owner unless he has a substantial proprietary interest in the market.

2. The Union shall have jurisdiction over all meats that are not cut or prepared for immediate human consumption, including package items of fresh, frozen and smoked meats, fresh or frozen fish, poultry and rabbits.

3. Except as set forth below, it is agreed that all fresh unfrozen meat shall be cut, prepared, fabricated and wrapped on the premises. 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 reduced to retail cuts on the premises.

4. With regard to pre-sliced bacon, dissected and prefabricated fowls, ground beef and pork sausage in casings, fish and/or rabbits, along with all 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, or smoked sausages, shall be handled, displayed, dispensed and offered for sale by employees covered by this Agreement.

B. New Methods.

It is further agreed that should the Employer adopt any new methods of operations not presently in the industry, including any centralized system or method of cutting, preparing, fabricating, or wrapping that would result in a substantial change in the content of any job presently covered by this Agreement or that would displace employees presently covered by this Agreement, the Union shall be informed in writing of such new methods and the matter of job classifications, wages, and/or the disposition of displaced employees shall become a matter for negotiation for at least ninety (90) days prior to the installation of such new methods or displacement. At expiration of such ninety (90) day period, nothing herein shall prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems or equipment and the procedure set forth below shall apply.

C. Failure to Reach Agreement on New Methods.

If agreement is not reached in such negotiations within a ninety (90) day period from the time such negotiations begin, there shall be no strike, work stoppage, lockout or economic action of any sort employed by either party, but the matter may be referred to arbitration by either party making a written request of the other for such arbitration. Upon such written request from either party, both parties shall attempt to agree upon a neutral arbitrator to determine the issue and upon failure to agree upon such neutral arbitrator within five days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five names from which one shall forthwith be selected as the neutral arbitrator by alternately deleting names from the list until but one remains. The findings of the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be effective on, or retroactive to, the date on which new job classifications and wage rates are first applied and/or employees displaced. Pending agreement or decision of the arbitrator, area prevailing wage rates for similar or identical work shall be paid. The cost of the arbitrator shall be borne equally by both parties. The provisions of Article 8 of this Agreement shall in no way affect or be applicable to the procedures and provisions of Paragraphs B & C of this Article.

D. Temperature.

Where low temperature and/or self-service cases are used for any of such merchandise coming under the jurisdiction of the Union, such cases shall be served only by employees covered by this Agreement.

E. Journeymen on Duty.

There shall be at least one journeyman meat cutter in attendance at all times when any of the meats, fresh or frozen, coming under the jurisdiction of the Agreement of the Union are sold or offered for sale.

F. Sanitation and Safety.

1. Except in the customary performance of duties of taking care of the merchandise in walk-in coolers, no employee shall be required to work a full eight (8) hour shift in the coolers. All sanitary and safety regulations of federal, state and local governments shall prevail in all establishments. Working conditions which the Union believes to be injurious to the health and safety of employees shall be directed to the attention of the Employer. If such conditions are found in violation of any federal, state, or local law or regulation, they shall immediately be corrected. No employee shall be subject to disciplinary action or discharge for failure to use such faulty equipment. Employees shall be required to use safety equipment provided and any employee failing to use such safety equipment shall be subject to appropriate disciplinary action or discharge, including summary discharge.

2. Employees shall not be required to maintain restrooms.

G. Responsibility of Employees and Employers.

It shall be the duty of all employees who are covered by this Agreement to familiarize themselves with the terms of this Agreement. Likewise, the Employer shall instruct all supervisory employees who are responsible for carrying out the terms of this Agreement on behalf of the Employer to familiarize themselves with the terms of this Agreement. Such supervisory employees shall also be instructed by the Employer that all company operations covered by this Agreement and under their supervision shall conform with the terms of this Agreement.

ARTICLE 4 — FULL-TIME, PART-TIME AND EXTRA EMPLOYEES

A. Regular Employee.

A regular employee is an employee assigned to fill a full-time position and shall receive all the benefits of this Agreement.

B. Extra Employee.

An extra employee is an employee hired on a daily basis for less than five (5) days in one work week.

C. Steady Extra Employee.

A steady extra employee is an employee hired to work less than five (5) days per week in two or more consecutive weeks. Steady extra employees shall receive all the benefits as specified in this Agreement. The Employer shall have the right to hire steady extra employees to meet the needs of the business, but steady extra employees shall not be hired to replace or to avoid hiring regular employees.

D. Eight Hour Guarantee.

No employee shall be hired for less than eight (8) hours per day. Employees shall not be reclassified or extra employees hired to defeat the purpose of the guaranteed work week, but nothing herein shall restrict the Employer's right to effect reductions in the work force as specified in Article 6 and Paragraph K of Article 19 of this Agreement.

ARTICLE 5 — COOPERATION

In consideration for the granting of the conditions herein by the Employer, the Union agrees to refer job applicants 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.

ARTICLE 6 — SENIORITY, TRANSFERS, PROMOTIONS AND LAYOFFS

A. Seniority.

1. Seniority shall be recognized on a company-wide basis within the jurisdictional area of the Union covering all employees from the date of employment and shall prevail in reference to vacations, transfers, layoffs, rehiring and promotions as set forth below.

2. Seniority shall be used covering these issues and shall apply in each instance separately as to wrappers, cashiers, journeymen meat cutters and apprentice meat cutters.

3. 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 the employee's former rating.

4. In order not to impair the normal operation of any Employer's business, it shall be permissible, on vacations only, to apply seniority preference on a store by store basis.

B. Layoff.

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 layoff, provided that the employee to be transferred has the ability and qualifications to fill the job vacancy created by the seniority layoff. 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 layoff, the Employer's obligation shall cease, except as specified in Paragraph E, and the layoff shall be effected in the store where the reduction in work force is necessary. No regular employee shall be laid off until the end of his forty (40) hour weekly shift.

C. Inter-Union Transfer.

Employers known as multiple operators who have establishments outside the jurisdiction of the Union and who wish to transfer an employee into the jurisdiction of the Union shall first notify the Union. Transfers are permissible between establishments of an Employer within the jurisdiction of this Agreement. In the event of such a transfer, seniority of the employees will be protected for a period of six (6) months following such transfer; the employee shall retain his company seniority within the local union from which he was transferred. Six (6) months following the date of such transfer, all seniority accumulated by the transferred employee while in the Company's employ shall apply within the jurisdiction of the Union to which he was transferred. For the six (6) month period following the date of such transfer, no employee shall be laid off as a result of such transfer in the store into which the employee was transferred.

D. Travel Distance.

An employee covered by this Agreement shall have the right to refuse a transfer to another location if the distance to travel one way is more than one (1) hour by public transportation or forty-five (45) minutes by other means of transportation between his place of residence and the new location, computed at the time that the trip must be made by the employee, or if no public transportation is available. A refusal of a transfer by an employee covered by this Agreement under any of these circumstances shall not constitute a reason for discrimination, layoff or discharge, except as set forth in Paragraph B above.

E. Recall.

The Employer agrees that regular employees laid off and not terminated for cause shall be eligible for recall prior to the hiring of any new employees for a period of six (6) months from the date of layoff. Employees recalled pursuant to this provision shall be credited with seniority, and other benefits accumulated up to the time of layoff. Employees shall have the right to refuse recall without loss of seniority if the position available would require them to travel more than one (1) hour by public transportation or forty-five (45) minutes by private conveyance.

F. Steady Extra Seniority.

Steady extra employees of the company who become regular, full-time employees of the company shall have their seniority based on the total hours worked as a steady extra employee of the company. Steady extra employees shall have no seniority over regular full-time employees.

G. Loss of Seniority.

Break in continuity of service and cancellation of seniority will result from any of the following:

1. Quit
2. Discharge
3. Layoff for more than six (6) months
4. Failure to return in accordance with the terms of a leave of absence or when recalled after a layoff.

ARTICLE 7 — DISCHARGE

A. Causes for Discharge.

1. Except for incompetency or for failure to perform work as normally required, employees may be discharged for cause, such as intoxication, dishonesty, insubordination or violation of posted or published Company rules. These discharges may be effected at any time during the work week without regard to the work schedule or guaranteed work week or work day.

2. Employees who are discharged for failure to perform work as normally required or incompetency shall first have had a prior warning in writing of a related or similar failure to perform work as normally required with a copy sent to the Union. The employee shall be required to initial such notice but initialing shall in no way constitute agreement with the contents of such notice. The employee shall be given reasonable time in which to correct the matter as described in the notice.

3. A discharged employee shall be informed at the time of discharge of the immediate cause. This information shall be confirmed in writing upon request.

B. Unjust Discharge.

If, after proper investigation by the Union and the Employer, it is agreed an employee has been discharged unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was discharged. Initiation of any claim shall be made within ten (10) days of the discharge. Failure to initiate claims within the time limit set forth shall render any complaint null and void.

C. Forfeiture of Vacation Pay.

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.

D. Bonding Employees.

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 shall be borne by the Employer.

E. Union Activity.

No employee shall be discriminated against for membership in or legal activity on behalf of the Union.

ARTICLE 8 — GRIEVANCE AND ARBITRATION PROCEDURE

A. Dispute Procedure.

Any controversy involving the interpretation of any provisions of this Agreement, including the question of arbitrability, which cannot be adjusted amicably between the Union representative and the Employer within thirty (30) days from the date the grievance is first brought to the attention of both parties, unless this time is mutually extended, shall be referred within an additional fifteen (15) day period to an impartial board for arbitration. Failure to either settle the matter in dispute or refer the problem to arbitration during the time periods set forth herein shall render any grievance null and void. This arbitration board shall consist of two (2) selected by the Union, and two (2) by the Employer, and one (1) 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 of first submission of the controversy to the arbitration board, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, from which one (1) shall be selected forthwith as the chairman after the list is furnished to the parties, by alternately deleting names from the list until but one (1) remains. 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.

2. In the event of a grievance involving the interpretation of any provision of this Agreement, it is mutually agreed that no strike, work stoppage, lockout or other economic action will be employed by either the Employer or the Union until such time as either has had reasonable opportunity to comply with all the provisions of the grievance procedure.

3. It is understood that Section 2 above does not apply in the event either party should refuse to arbitrate such controversies or grievances in accordance with the above provisions of this Article or fails to fulfill its duties within the time limits enumerated above, unless such time is mutually extended, or in the event either party fails to abide by the decision of the Arbitration Board. Section 2 is also inapplicable in cases where it is established between the Union and a representative of the Employer that an Employer failed to pay the wages required under this Agreement, or where it is established by joint Union-Employer Boards of Trustees that an Employer failed to pay all contributions required by this contract, unless the Employer's failure to pay involves disputed classification of employees or an interpretation of this Agreement. Except for the instances described in this paragraph, the aggrieved party has the right to take such economic action as it deems necessary.

B. Fees.

In the event a neutral Arbitration Board Chairman is used, the fee for his services shall be borne equally by both parties.

C. Wage Claims.

Wage claims for unauthorized time shall be honored and paid in accordance with applicable rates of pay when presented in writing to the Employer or his representative where it can be established between the Union and the Employer or his representative that work was performed during such time. In no case shall claim for such unauthorized time exceed one (1) year. Employees who work unauthorized time shall be subject to the procedures set forth in Article 7, Discharge, of this Agreement and all employees shall be so notified. This paragraph shall not operate in violation of Paragraph A, Section 1 of Article 20 of this Agreement.

ARTICLE 9 — FAVORED NATIONS CLAUSE

Should the Union at any time during the existence of this contract grant any more favorable conditions to any Employer than those contained in this contract, this contract will be considered amended accordingly so that all Employers will be working under the same terms and conditions.

ARTICLE 10 — MANAGEMENT PREROGATIVE

The management of the business of the Company and the direction of its working force, the type and variety of products to be handled, the work schedules and methods and means of handling or processing, are prerogatives of Management, subject to and where not in conflict with this Agreement.

ARTICLE 11 — SICK BENEFITS

A. Sick Leave Entitlement.

1. A total of six (6) days lost time due to sickness or injury shall be allowed to each regular employee each year with no reduction in pay. Such sick leave pay shall commence on the second scheduled working day lost for each disability except in the case of injury on the job and in that event shall begin immediately. A day shall not be considered a waiting period day if the employee has worked more than one-half of his scheduled shift. All sick or injury leave must be verified by a certificate of a duly registered physician, employee to furnish such certificate.

2. In the case of sickness or injury off the job, the paid leave covered in (1) above, shall be allowed for each year after the employee's completion of six (6) months' continuous service with the Employer.

3. In the case of injury on the job, the paid leave covered in (1) above shall be allowed from the date of employment.

4. Sick leave shall be paid to steady extra employees on the basis set forth above on a pro-rata of total hours worked during the six (6) months preceding the anniversary at a ratio to 1040 hours.

5. Extra employees suffering an injury on the job that causes lost time as verified by a certificate of a duly registered physician, shall be paid for the work time lost, but not to exceed the number of days for which such extra employees were hired.

6. Sick leave is permanently non-convertible to cash or other benefits.

7. Sick leave shall be payable only during the first seven (7) calendar days of absence beginning with the second working day's absence (except in cases of injury on the job, where sick leave shall commence with the first day) due to non-hospitalized illness or injury and shall not be payable if the employee is eligible to receive Supplemental Disability Benefits.

ARTICLE 12 — LEAVE OF ABSENCE

A. Illness and Injury.

1. Leave of absence shall be granted up to six (6) months for sickness or injury occurring off the job for any employee who has been with the Company one (1) year or more. Leave of absence as a result of injury occurring on the job shall be granted up to six (6) months to any employee regardless of the date of employment.

2. In cases of leave of absence for any illness or injury, when an employee is physically unable to return to the job within the six (6) month period, the employee shall be given preference for employment when a vacancy occurs in a position for which he can qualify if he applies for re-employment within six (6) months from the expiration of his leave of absence.

3. An employee absent due to any of the reasons specified in Sections 1 and 2 above in excess of thirty (30) days, whether consecutive or non-consecutive, shall accumulate seniority and vacation rights during the aforementioned thirty (30) days he is absent, but thereafter shall retain but not accumulate seniority and vacation rights. In the case of absences of less than thirty (30) days due to any of the above, seniority and vacation rights shall accumulate during such period. For absences due to injury on the job, seniority and vacation rights shall accumulate during any absence to a maximum of thirty (30) days for each absence.

4. An employee on leave of absence as set forth above due to illness or injury occurring either on or off the job shall be returned to a position comparable to the one held prior to his leave of absence provided that the employee is physically able to efficiently perform work comparable to that which he performed prior to such leave of absence.

B. Other Purposes.

1. Upon written request of an employee, leave of absence may be granted for purposes other than those set forth in this Article. Terms of all leaves of absence shall be set forth in writing. Any employee who accepts or solicits other employment during such leave of absence shall be subject to discharge.

2. The Employer agrees to grant a leave of absence up to thirty (30) days in the case of personal emergencies or death in the employee's immediate family.

C. Pregnancy.

An employee whose employment is terminated because of pregnancy shall be given preference for employment when a vacancy occurs in a position for which she can qualify if such employee applies for employment within nine (9) months from the date of termination. When such employee is reinstated, she shall be reinstated with full seniority and vacation rights as of the date of her termination. Failure to apply for reinstatement within the nine (9) month period shall waive all rights hereunder.

D. Funeral Leave.

Effective on and after November 1, 1965, funeral leave shall become due and payable up to a maximum of three (3) conventional days' shift whenever death strikes any one of the following members of his or her immediate family: wife, husband, son, daughter, mother, father, brother, sister or other relative living in the employee's home. Verification of time required for this purpose shall be supplied to the Employer by the employee if so required by the Employer.

ARTICLE 13 — CLOTHING AND EQUIPMENT

A. Maintenance of Clothing.

The Employer shall furnish and maintain in sanitary condition, at no expense to the employee, all linens, frocks, aprons, caps and all types of uniforms required by the Employer. The term "uniform" shall not include any personal clothing. Adequate clothing shall be available for work in freezers. Adequate sharpening service for all tools shall be furnished and paid for by the Employer.

B. Clothing Requirement.

The Employer may require normal work clothing to be identical or similar in type and color for all employees, but may not require the employee to furnish any clothing which would subject the employee to unusual expense.

C. First-Aid Kits.

The Employer shall furnish and maintain and have available and accessible, in good condition, a first-aid kit in all retail meat markets whose employees are under the jurisdiction of the Union. The Employer shall post the names of doctors and hospitals to be used by employees in case of industrial injury. A responsible respresentative of management shall instruct injured employees to report for proper medical care.

D. Floor Coverings.

Wood, rubber matting, or other suitable floor covering shall be placed behind service meat cases and at all work stations where employees stand.

ARTICLE 14 — SHOP CARD AND UNION NOTICES

A. Shop Card.

The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local No. 439 and is loaned to the Employer for display, who signs and abides by this Agreement. The Employer agrees at all times to display it in a conspicuous place. The Shop Card can be removed from any market by the Secretary of the Union or his Deputy for any violation of this Agreement.

B. Union Notices.

Space shall be provided in each meat department for the posting of this Agreement and notices of meetings, but same shall not be posted until they have been first called to the attention of the Employer.

ARTICLE 15 — HOLIDAYS

A. Paid Holidays.

The Employer agrees to recognize the following legal holidays with no reduction in pay, namely: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day or days observed as such holidays. No employee shall be required or permitted to perform any work on Labor Day, Thanksgiving Day, or December 25.

B. Requirements.

No employee shall receive pay for any holidays not worked or be eligible for overtime premium as specified in Paragraph C below unless such employee has reported for work on his regularly scheduled work day immediately preceding and following such holiday, except that employees shall be considered as reporting for work if absence is due to certified illness or express permission from or action of the Employer, or if the employee can establish that circumstances beyond his control prevented his reporting as scheduled. In no case shall holiday pay be received unless the employee has worked during the holiday week, except as provided in Article 16.

C. Holiday Week and Premium.

When a holiday falls on Sunday, the following Monday shall be observed as a holiday. A holiday week shall consist of thirty-two (32) working hours, not including the holiday, for which employees shall receive forty (40) hours' pay. All time worked in excess of thirty-two (32) hours, excluding the holiday, during said holiday week shall be an overtime period and shall be paid for at the rate of time and one-half (1½) the straight-time rate of pay of the employees involved except where the Sunday rate applies as set forth in Article 21 of this Agreement. All work performed on a holiday shall be paid for at the rate of double (2) time the regular rate of pay of the employees involved over and above their weekly salary.

D. Steady Extra Employees.

In case a paid holiday falls on a scheduled work day for a steady extra employee, said employee shall receive holiday pay as above specified.

ARTICLE 16 — VACATIONS

A. Full Time Employees.

Employees covered by this Agreement who have one (1) year's service with said Employer shall receive one (1) week's vacation each year with pay, and those employees who have two (2) years' continuous service or more with said Employer shall receive two (2) weeks' vacation each year with pay. Employees who have five (5) years' continuous service or more with said Employer shall receive three (3) weeks' vacation each year with pay. Effective on employee anniversary dates on or after November 1, 1965, employees with twenty (20) or more years of continuous service shall receive four (4) weeks' vacation each year with pay. In the event an observed holiday occurs within the vacation period of an employee, the Employer may extend his vacation schedule by one (1) additional day or provide pay in lieu thereof.

B. Pro-Rata.

1. Regular employees who are laid off, or whose employment is terminated other than from a voluntary quit after six (6) months of continuous employment but prior to fifteen (15) months of continuous employment shall be paid a pro-rata of accumulated unpaid vacation due on the basis of 1/12 of one (1) week's pay for each month worked or major fraction thereof and after fifteen (15) months but less than forty-two (42) months of continuous employment shall be paid a pro-rata of accumulated unpaid vacation due on the basis of 2/12 of one (1) week's pay for each month worked or major fraction thereof, and after forty-two (42) months of continuous employment shall be paid a pro-rata of accumulated unpaid vacation due on the basis of 3/12 of one (1) week's pay for each month worked or major fraction thereof. Employees who quit voluntarily after six (6) months but less than twenty-four (24) months of continuous employment shall be paid a pro-rata of accumulated vacation on the basis of 1/12 of one (1) week's pay for each month worked or major fraction thereof, and after twenty-four (24) months but less than sixty (60) months of continuous employment shall be paid on the basis of 2/12 of one (1) week's pay for each month worked or major fraction thereof, and after sixty (60) months of continuous employment shall be paid on the basis of 3/12 of one (1) week's pay for each month worked or major fraction thereof. Should an employee terminate after accumulating twenty (20) or more years of continuous employment on his next anniversary date on or after November 1, 1965, he shall be paid a pro-rata of accumulated unpaid vacation due on the basis of 4/12 of one (1) week's pay for each month worked or major fraction thereof.

2. Steady extra employees shall be entitled to pro-rata vacation pay each year on the anniversary date of their employment. For steady extra employees who have accumulated less than 4,160 hours of continuous employment, such vacation pay shall be pro-rated on a one (1) week basis. For steady extra employees who have accumulated 4,160 hours of continuous employment and less than 10,400 hours, vacation pay shall be pro-rated on the basis of two (2) weeks, and for steady extra employees who have accumulated 10,400 or more hours of continuous employment, vacation benefits shall be pro-rated on three (3) weeks' basis. For steady extra employees who have accumulated 41,600

or more hours of continuous employment on their anniversary date of employment on or after November 1, 1965, vacation benefits shall be pro-rated on a four (4) weeks' basis. Any steady extra employee whose employment is terminated prior to the accumulation of 1,040 hours of continuous employment shall not be entitled to any vacation benefits. In any event, a steady extra employee shall not be entitled to vacation pay unless he has worked at least thirty (30) days in any one (1) year of employment.

C. Forfeiture of Vacation Pay.

Employees guilty of and discharged for proven dishonesty shall forfeit all rights to such pro-rata vacation pay. In the event the Employer wishes to make use of this section, and upon complaint of the employee concerned, the Union may investigate the case.

D. Payment.

Vacation pay after one (1) year's service shall be based on forty (40) hours at the employee's regular straight-time rate. After two (2) years' service, vacation pay shall be based on eighty (80) hours at the employee's regular straight-time rate. After five (5) years' service, vacation pay shall be based on one hundred and twenty (120) hours at the employee's regular straight-time rate. After twenty (20) years' service, vacation pay shall be based on one hundred and sixty (160) hours at the employee's regular straight-time rate.

ARTICLE 17 — UNION INVESTIGATION

A. Union Visits.

1. 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.

2. The parties hereto further agree that the terms and conditions hereof may be enforced by either party in a court of law and equity and specific performance thereof compelled.

3. Representatives of the Union shall visit the markets only during hours when employees are working and shall conduct their activities with the least possible interference in the store operations. Any violations of the Agreement shall be reported to the Employer or his representative who has been designated by him for that purpose.

ARTICLE 18 — CONDITIONS

A. Pay Day.

Employees shall receive their pay each week. Upon request, extra employees shall be paid in full when their work is completed. Failure to pay such extra employees upon completion of work shall require the Employer to pay the employee eight (8) hours pay for each twenty-four (24) hour period until payment in full has been made. In case of termination of employment of a regular employee, the final pay check shall be given to the employee not later than seventy-two (72) hours after the completion of his last shift.

B. No Reduction.

No employee shall have his salary reduced who may now receive more than the minimum salary called for in this Agreement; nor shall his hours be lengthened, and employees shall not be reclassified to defeat the purpose of this Agreement.

C. Rest Periods.

All employees shall receive a ten (10) minute rest period twice each day. Such rest period shall be granted as near the middle of the first four (4) hours and the middle of the second four (4) hours of the shift as possible. All necessary work interruptions shall not be prohibited because of these established rest periods.

D. Cash Register Shortages.

No cashier or other employee shall be charged for any money shortage unless said employee shall be responsible for counting money in his use, have a key to lock the register, and no other person, including management, shall have access to cash register during the period for which the employee is responsible.

E. Inventory.

All inventory work shall be considered as part of the duties of employees to be performed under the requirements of this Agreement.

F. Voting Time.

The Employer shall comply with all provisions of the law pertaining to time off for voting.

G. Donations.

It is recognized that the Employer may sponsor donations to worthy charitable organizations. However, no employee shall be required to make contributions nor shall any employee be told a specific amount he should contribute. There shall be no compulsion with regard to such contributions.

H. Meetings.

The Union shall advise the Employer of the regular meeting dates of the Union, and the Employer shall not call Company meetings which conflict with such regular meetings. If any employee is required to attend a Company meeting on his regular day off or during his vacation, he shall receive a minimum of one (1) day's pay. No employee shall be disciplined or discharged for failure to attend a Company meeting outside his regular working hours.

I. Jury Duty.

1. When an employee is required to be in court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned, he shall be scheduled for a day shift on a Monday-through-Friday work week and shall receive pay during such work week for each day on such jury service at the rate of eight (8) hours times his straight-time hourly rate, except in the case of part-time employees the number of hours regularly scheduled on the day in question, less any remuneration received by him for jury service.

2. If such employee in addition works for the Employer on Saturday, he shall be paid at the rate of straight-time. If he works for the Employer on Sunday, he shall be paid at the Sunday rate of pay.

3. If an employee is excused, temporarily or permanently from jury service on any scheduled day, i.e., Monday through Friday, he shall immediately report for work to complete the remaining hours of his scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to two (2) hours before the end of his regular straight-time shift.

4. The Employer may require proof of attendance for jury service. An employee making a false claim for jury duty pay shall be subject to discharge.

5. An employee shall be eligible for jury duty pay for one tour of jury duty service only during the life of this Agreement. Jury duty pay shall not be required for Grand Jury service. In the event an employee is called for a second tour of duty during the term of this Agreement, the Employer shall join the employee in seeking excuse from service if such service would cause a financial hardship to the employee.

J. Travel Pay.

1. Where an employee is assigned to work in more than one market in one day, all work and travel time shall be paid for, except in instances where an employee is hired to work in more than one market. Bus fare or taxi fare, at the Employer's option, shall be paid by the Employer or, if the employee uses his own car, he shall be paid for such use at the rate of 8¢ per mile for the total mileage from the market of origin to the market of reassignment and return.

2. Any employee who is temporarily assigned for a full day or more but less than two weeks to a market over 50 miles from said employee's home, shall receive travel pay at 8¢ per mile once each way to the assignment and return, and said employee shall be reimbursed for his room and meals on each day so assigned.

K. Union Principles.

It shall not be cause for discharge or disciplinary action for any employee, acting individually, to refuse to cross a picket line established by a recognized and bona fide labor organization but the Union shall in no manner, directly or indirectly, induce or encourage such refusal.

ARTICLE 19 — HOURS AND OVERTIME

A. Work Week.

Eight (8) hours in a period of nine (9) hours shall constitute the basic work day with one (1) full uninterrupted hour allowed for a meal. Forty (40) hours, consisting of five (5) eight (8) hour days, shall constitute a work week, Monday through Sunday inclusive. No employee shall be required to work longer than five (5) hours without time off for a meal. There shall be no split or short shifts. All shifts shall be a minimum of eight (8) hours' pay.

B. Straight Time Shift.

Straight time pay period for work performed shall be any eight (8) hour shift within a period of nine (9) hours worked between the hours of 7 A.M. and 6 P.M. Monday through Saturday.

C. Night Premium.

Any employee who may be required to work any part of his or her eight (8) hours per day prior to 7 A.M. or after 6 P.M. shall be paid $2.00 additional per eight (8) hour shift in addition to his or her regular rate of pay.

D. Sunday Work.

All five (5) day employees required to perform a shift including Sunday shall receive two (2) consecutive days off in the work week. Five (5) day employees not working on Sunday shall receive Sunday and one (1) other day off. All work performed on Sundays by regular and/or extra employees shall be paid at the applicable rates of pay as set forth in this Agreement.

E. Sixth or Seventh Day.

All work performed on the sixth (6th) day in the work week shall be paid for at the rate of time and one-half (1½) the regular rate of pay of the employee involved, or the applicable rate for Sundays and Holidays as specified in this Article. No employee shall be required to work seven (7) consecutive days in the work week; however, in case of emergency work performed on the seventh (7th) day in the work week, or work performed on the sixth (6th) day in a holiday work week, exclusive of the holiday, triple pay or three (3) times the employee's regular rate shall be paid.

F. Regular Rate.

Regular rate of pay shall mean the basic schedule of wages as set forth in Article 21 of this Agreement, or such higher rate as may be established by agreement between the Employer and his employee.

G. Extra Employees.

Extra employees working on Sunday shall be paid for their full eight (8) hour shift at the applicable rates for Sunday, and/or working on a holiday at the rate of triple (3) times the regular rate of pay for the employee involved.

H. Work Schedule.

The Employer will at all times keep posted in ink a working schedule designating the starting and ending of the daily and weekly shifts and meal periods of all employees. Revised schedules shall be posted not later than 4 P.M. Friday of each week informing the employees of their coming designated weekly schedules. All such work schedules for regular employees shall show full eight (8) hour shifts and the minimum forty (40) hour week. Work schedules for extra employees shall show a full eight (8) hour shift.

I. Head Meat Cutters' Rates.

Journeymen meat cutters performing head meat cutters' responsibility for a period of one (1) week or more shall receive a head meat cutter's rate of pay.

J. Bonus Payments.

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 payments over and above the requirements of this Agreement shall be in addition to the requirements of the Agreement and may not be used to offset such contractual requirements and shall not be subject to negotiations.

K. Reduction of Hours.

Should business conditions necessitate reducing of a regular employee to less than forty (40) hours per week, said employee shall be paid on the basis of the extra rate of pay.

ARTICLE 20 — DAILY OVERTIME

A. Overtime.

1. With the exception of Sunday, there shall be no regularly scheduled daily overtime without agreement with the Union. With the exception of Sunday, all overtime shall be on a voluntary basis. No employee shall be dismissed or disciplined for refusal to work daily overtime except when he is scheduled to work overtime on Sunday. Scheduled overtime on Sunday shall not exceed one (1) hour. Non-scheduled overtime shall not exceed three (3) hours in any one (1) day.

2. All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1½) the employee's regular straight-time hourly rate of pay in addition to the shift premium as specified in Article 19, except as provided in the Agreement for different rates of pay for work performed on Sundays and holidays. Work performed in excess of eight (8) hours on Sundays or holidays shall be paid at time and one-half (1½) of the rate of pay for that day.

3. Where an employee works a shift including both shift premium pay and daily overtime, he shall receive both but the shift premium pay shall not be included in computing the overtime rate.

ARTICLE 21 — SALARIES AND CLASSIFICATIONS

A. Weekly Guarantee.

All regular employees shall be guaranteed forty (40) hours work in regular weeks and thirty-two (32) hours work in holiday weeks, excluding the holiday. All overtime worked by employees shall be paid for at overtime rates and no employees shall be given time off in lieu of overtime pay.

B. Base Rates.

The minimum salary for the following classifications shall be paid for at a basic eight (8) hour day or forty (40) hour week. All extra employees shall be engaged and paid for a full eight (8) hour shift.

1. Weekly Wage Rates.

	Effective 12/18/64 Per 40 Hr. Week	Effective 11/1/65 Per 40 Hr. Week	Effective 11/7/66 Per 40 Hr. Week
Head Meat Cutter: 5 or more employees excluding Head Meat Cutter	$160.00	$165.00	$170.00
Head Meat Cutter: Less than 5 employees excluding Head Meat Cutter	155.00	160.00	165.00
Back Room Men	149.00	153.00	157.00
Journeymen Meat Cutters	144.00	148.00	152.00
Extra Journeymen, 8 Hour Day	30.20	31.00	31.80
Apprentices on the payroll prior to 12/18/64:*			
First year	108.00	111.00	114.00
Second year	122.40	125.80	129.20
Third year	129.60	133.20	136.80
Apprentices hired on or after 12/18/64:			
First 6 months (65% of Journeyman rate)	93.60	96.20	98.80
Second 6 months (70% of Journeyman rate)	100.80	103.60	106.40
Third 6 months (80% of Journeyman rate)	115.20	118.40	121.60
Fourth 6 months (90% of Journeyman rate)	129.60	133.20	136.80
Wrappers and Cashiers:			
1st 90 Calendar Days	112.60	115.60	118.60
Experienced thereafter	120.60	123.60	126.60
Extra Wrappers and Cashiers, 8 Hour Day	24.62	25.22	25.82

* Review by Joint Apprenticeship Committee after completion of 18 months; advance to Journeyman after 24 months or more if qualified.

2. Sunday Wage Rates. During the term of this Agreement the Sunday Fixed Hourly Wage rate will apply as set forth below:

	Effective 12/18/64 to 11/5/67 per Hour
Head Meat Cutter: 5 or more employees excluding Head Meat Cutter	$7.00
Head Meat Cutter: Less than 5 employees excluding Head Meat Cutter	6.75
Back Room Men	6.50
Journeymen Meat Cutters	6.25
Extra Journeymen	6.60
Apprentices on payroll prior to 12/18/64:	
First year	4.95
Second year	5.225
Third year	5.70
Apprentices hired on or after 12/18/64:	
First 6 months	4.0625

Second 6 months	4.375
Third 6 months	5.00
Fourth 6 months	5.625
Wrappers and Cashiers:	
1st 90 Calendar Days	4.95
Experienced thereafter	5.35
Extra Wrappers and Cashiers	5.475

C. Cashiers and Wrappers Duties.

Cashiers and wrappers are not to handle the tools of the trade, sell, cut, and/or make displays of the cases, and/or do cleanup work around the market. Cashiers and wrappers may, in addition to the wrapping and pricing of merchandise which is wrapped in the store, stock and service all products except fresh meat and fresh and frozen fish and poultry when processed in the meat department. Cashiers and wrappers also may keep all cases tidy, take bell calls, maintain their work stations, perform the take-off or take-away procedures on two-man grinders and service rotisseries.

D. Back Room Man.

1. A Back Room Man is a Journeyman Meat Cutter who puts in twenty (20) hours or more of his work week receiving, breaking carcasses and reducing them to primal cuts, and keeping the cooler in proper order.

2. This classification is not compulsory; however, there shall be as many Back Room Men in each shop as qualify hereunder. No Meat Cutter shall be prohibited from performing any of these functions, but the work shall not be divided for the purpose of evading the classification.

E. Superannuated Employees.

It is further agreed that any employee whose earning capacities are limited because of age, physical handicap or other infirmity, may be employed at a wage scale and hours schedule and under working conditions different from those herein provided, subject to agreement in each instance between the Union and the Employer and the employee. Such an agreement shall be set forth in writing with a signed copy to all parties involved.

ARTICLE 22 — APPRENTICES

A. Ratio.

One (1) apprentice shall be allowed to the first four (4) journeymen or a fraction thereof, and one (1) additional apprentice allowed for every four (4) additional journeymen or fraction thereof.

B. Length of Apprenticeship.

Apprentice Meat Cutters shall be employed only in accordance with the Shelley-Maloney Act and be paid the rates provided for Apprentices herein. The Apprentice program shall consist of a two-year training period.

C. Weekly Guarantee.

Apprentices must be employed a minimum of forty (40) hours per week.

ARTICLE 23 — CHANGE OF OWNERSHIP

A. Sale or Transfer.

In the event of a change or transfer of ownership of the operation, the Employer shall pay off all obligations regarding accumulated wages, pro rata of earned vacation, or other monetary benefits due employees under the terms of this Agreement at the time of transfer of ownership, and shall notify the purchaser of the existence of this Collective Bargaining Agreement.

B. New Owner.

If any owner or Employer hereunder sells, leases, or transfers 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, subject to the following:

1. In the event of a sale or transfer, the new owner or transferee shall make every effort to fill his employment needs from employees of the seller or transferor.

2. Employees retained shall be probationary for the first thirty (30) days, and during this period may be terminated with or without cause, without recourse to the grievance procedure or consideration of seniority, unless the termination violates Paragraph B, Section 1, of this Article 23.

3. Any employees retained beyond the thirty (30) day probationary period shall be credited with the seniority, vacation and sick leave credit, acquired while in the continuous employ of the seller or transferor.

4. The new owner or transferee shall not be liable for any benefits or payments owed to the employee because of employment with the seller or transferor.

ARTICLE 24 — HEALTH AND WELFARE

The parties hereto agree to continue, for the duration of this Collective Bargaining Agreement, the existing Trust administered by an equal number of Trustees, appointed by the Union on one hand, and by the Food Employers Council, Inc., for all employers hereunder on the other hand, which Trust shall be known as the Southern California Meat Cutters Unions and Food Employers Benefit Fund, for the purpose of providing the benefits specified herein to eligible employees and their dependents. The parties further agree to amend the existing Agreement and Declaration of Trust providing for the Amalgamated Meat Cutters and Food Employers Benefit Fund in the manner and extent required to accomplish the provisions of this collective bargaining agreement.

A. Medical and Hospital Benefits and Death Benefits.

Effective on and after December 21, 1964, each Employer agrees to continue to contribute $19.24 per month for each employee covered by this Agreement who worked not less than eighty (80) hours during the preceding month to the Trust Fund to provide medical and hospital benefits and life insurance or death benefits for eligible employees and their dependents. In addition, the employer agrees to contribute such additional amount per month per employee as is necessary to provide the improvements of the indemnity plan set forth below.

The Trustees are instructed to provide as soon as possible a multiple choice program of medical and hospital care, including a non-insured indemnity plan, and establish comparable costs for each alternate plan, based on a competitive cost system.

All costs of the program, including administration, shall be borne by this employer contribution.

The initial coverage to be provided under the indemnity plan shall be the benefits in effect immediately prior to the effective date of this Agreement, with the following improvements: (1) establish a Five Dollar ($5.00) Relative Value Schedule factor; (2) eliminate the Eleven Dollar ($11.00) limit on dependents' hospital benefit allowance for private accommodations; and (3) increase the lab and X-ray benefits from Fifty Dollars ($50.00) to One Hundred Dollars ($100.00).

In addition if the Trustees determine, based on the claims experience of the Fund, that the initial contributions provided herein will support further benefit improvements, the Trustees are authorized to make such improvements in accordance with sound actuarial practice.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

After such reserves are established, if the employer contributions and excess reserves are insufficient to maintain the initial schedule of benefits provided for herein, employer contributions shall be increased in an amount as determined by the Trustees.

B. Retirees Medical and Hospital Benefits.

The employer agrees to continue the current contributions of one-half cent (½¢) straight time compensable hour into a separate account of the Trust for the purpose of providing medical and hospital care for employees retired under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund. The benefits to be provided for such retirees and their dependents shall be determined by the Trustees and shall be integrated to the fullest possible extent with any existing or future governmental programs which provide medical and/or hospital care for such retirees.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

C. Dental Care.

The Employer agrees to continue the current contribution of five cents (5¢) per straight time compensable hour into a separate account of the Trust Fund for the purpose of providing dental care benefits for eligible employees and their dependents. The coverage to be provided shall be determined by the Trustees and limited to such benefits as can be purchased with the contributions provided herein, in addition to such employee or patient surcharges as may be determined by the Trustees.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

D. Prescription Benefits.

Effective with the first Monday in November, 1965, the Employer agrees to contribute one and one-half cents (1½¢) per straight time compensable hour, into a separate account of the Trust Fund for the purpose of providing prescription benefits for eligible employees and their dependents. The benefits to be provided for such contributions shall be determined by the Trustees and limited to such benefits as can be purchased with the contributions provided herein.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

E. Supplemental Disability Benefits.

Effective on and after December 21, 1964, the Employer agrees to contribute three cents (3¢) per straight time compensable hour into a separate account of the Trust Fund for the purpose of providing supplemental disability benefits for eligible employees. The coverage to be provided shall be determined by the Trustees of the Fund and limited to such benefits as can be provided by the contributions provided for herein, except that benefits shall not exceed 80% of the weekly straight time earnings for disabled employees who receive benefits under the State Disability or Workmen's Compensation laws (including benefits from the State) for the duration of such benefits. The Trustees of the Fund shall adopt rules and regulations in addition to the eligibility requirements of the State program to prevent excessive drain on the Fund.

F. Self-Payments.

Employees who have attained eligibility under the rules of the Trust shall have the right to make monthly self-payments to the Fund for coverage for any or all benefits up to a maximum of six (6) months following loss of eligibility provided that the employee remains attached to the industry as defined by regulations of the Trustees and provided further that such payments commence prior to the first of the month in which eligibility would otherwise be lost. In addition, such self-payments shall be in amounts determined by the Trustees to be adequate for the particular benefits to be provided.

G. Hours Paid for and/or Compensable Straight Time Hours.

Hours worked or paid for and straight time compensable hours are defined to include all straight time hours paid for under the contract, including vacation, holiday, Sunday (as long as such Sunday work is part of a 40-hour week), and sick leave hours.

H. Employer Contributions.

The Employer contributions provided for in this article shall be due and payable on or before the 20th day of each month for the preceding month.

I. Additional Employers.

The Trustees are authorized to interpret and apply the provisions of this Article in such a manner that additional Employers may make the contributions required hereunder and their employees may receive the coverage provided hereunder, provided that participation shall not be detrimental to the present participants or the Trust and provided further that to the extent that reserves have been accumulated, the rate of contributions for the benefits provided to such added participants shall be adjusted accordingly.

J. Acceptance of Trust.

The parties hereto accept the terms of the existing Trust and the amendments to that Trust required to accomplish the provisions of this collective bargaining agreement and by this acceptance, agree to and become parties to said Trust. Any amendments which from time to time may be made hereto, including the creation of supplemental trusts if necessary to handle any of the funds referred to in this Agreement, are hereby incorporated by reference and made a part of this Agreement. The parties hereby designate the existing Trustees as Trustees under the Trust Agreement.

ARTICLE 25 — RETIREMENT PLAN

A. Trust Agreement.

The parties hereto agree to continue for the duration of this collective bargaining agreement the existing Trust administered by an equal number of Trustees appointed by the Union on the one hand and the Food Employers Council, Inc., for all employers hereunder on the other hand, which Trust is known as the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund. The parties further agree to amend the existing Trust Agreement in the manner and extent required to accomplish the provisions of this collective bargaining agreement.

B. Employer Contributions.

The Employer agrees to continue to contribute ten cents (10¢) per straight time hour worked or paid for on employees covered by this Agreement to the Trust Fund for the purpose of providing pension benefits for eligible em-

ployees. Hours worked or paid for shall include all vacation, holiday, Sunday (as long as such Sunday work is part of a 40-hour week), and paid sick leave hours. In addition, effective the first Monday in November, 1966, the Employer agrees to increase his contribution to fourteen cents (14¢) per straight time hour, said increase to be used for the purpose of financing a reduction in the normal retirement age to sixty (60) years, a reduction in the early retirement age to fifty (50) years, and an increase in the past and future service credits to $3.50 per month per year of service. Notwithstanding the effective date of the increase in Employer contributions, said improvements in benefits and retirement ages shall become effective the first Monday of November, 1965. The foregoing is based on a revision in the actuarial assumptions in order to reflect a 38-year amortization period.

C. Acceptance of Trust.

The parties hereby accept the terms of the existing Trust and the amendments to that Trust required to accomplish the provisions of this collective bargaining agreement and by this acceptance, agree to and become parties to said Trust. Any amendments which from time to time may be made thereto are hereby incorporated by reference and made a part of this agreement. The parties hereby designate the existing Trustees as Trustees under the Trust Agreement.

D. Benefits.

The benefits to be provided by the Trust Fund shall be determined by the Trustees of the Fund in accordance with sound actuarial principles and practices, and shall be limited to such benefits as can be provided by the contributions provided for herein.

E. Use of Consultants.

In formulating and negotiating such Pension Plan and Trust Agreement and for the continuing functioning of any such Plan, Food Employers Council, Inc., and the participating Local Unions, acting as a unit, shall each have the right to actuarial counsel and assistance, the reasonable cost of which shall be a proper charge to be paid out of the Pension Trust Fund.

F. Additional Employers.

The Trustees are authorized to interpret and apply the provisions of this Article in such a manner that additional employers may make the contributions and their employees may be eligible to receive the benefits provided herein, provided that such participation shall not be detrimental to the present participants or the Trust.

G. Employer Rights.

The Employer retains the exclusive right to alter, amend, cancel or terminate any presently existing company sponsored pension plan or employee retirement plan which existed prior to the establishment of this Trust.

H. Laws and Regulations.

1. The trust and the benefits to be provided from the Pension Trust Fund and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue and to any other applicable State or Federal Laws and Regulations.

2. It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable state, revenue or tax laws.

3. The parties hereto, individually and collectively, agree to take or cause to be taken, any and all steps that may be necessary or advisable in order to obtain and maintain a tax-exempt status for the Pension Trust to be established hereunder and pursuant hereto, but the liability for payment of contributions and the actual payment of contributions shall not be withheld or delayed pending any such tax determination.

4. If any provision of the Trust Agreement or the Pension Plan is held to be illegal or invalid for any reason, or to render contributions by the Employers into the trust non-deductible for tax purposes, or taxable to the employees, or to render income received by such trust non-exempt from taxation, the necessary steps to render such illegality, invalidity, non-deductibility or taxability shall be taken immediately, but in no event shall the obligations of the Employers set forth in the collective bargaining agreement, be increased because of such remedial action. Any provision of this Agreement or of the Trust Agreement which might be invalid or illegal and which does not affect the general purpose of the Trust or Pension Plan, shall not affect the remaining portions of the same, unless it prevents accomplishment of the objectives and purposes thereof.

I. Cost-of-Living Adjustment.

Beginning November 1, 1964, semi-annual adjustments in monthly retirement benefits to reflect changes in living costs shall be made for employees who retire during the term of this Agreement. These adjustments shall be

computed on a percentage basis according to percentage changes in the Consumer Price Index for Los Angeles (all items) New Series (1957-59 = 100) measured from the May, 1962 (1957-59 = 100) Index. Any cost-of-living increases during each contract year shall be cumulative; provided, however, with respect to any particular beneficiary, whatever pension payments have been established at the last adjustment provided under this Agreement, shall remain fixed for the duration of the beneficiary's benefit period. All persons receiving pension benefits as of October 31, 1964, shall have their benefits fixed at the rate in effect on October 31, 1964.

J. Preservation of Pension Credits.

An employee in the industry employed by an Employer pursuant to a collective bargaining agreement with Meat Cutters Locals No. 421, 551, 439, 556 and 587 and who has acquired service credits under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall be entitled to preservation of such service credits under the following conditions:

1. That he has earned service credits of at least twenty-four (24) months under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund.

2. Provided such employee meets the requirement in (1) above, such employee on transferring to employment similar to that for which service credit would be earned under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund in the industry, to any other employer in the state of California, shall have his pension credits preserved, provided further that evidence satisfactory to the Trustees of this Trust is submitted showing that the employee remained in employment similar to employment covered by the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund in the state of California, for a time sufficient to complete ten (10) years of future credited service under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund and such other similar trust fund. Then his credited past service and his future credited service of less than ten (10) years under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall become vested and shall be preserved by this Trust.

3. The rules and regulations, break in service rules, other pertinent provisions, amendments and regulations in connection with the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall apply to all persons affected by this resolution.

K. Trust Amendment.

The Trust Agreement establishing the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall be amended as necessary to accomplish the foregoing.

ARTICLE 26 — SEPARABILITY CLAUSE

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 re-negotiation and agreement on provision or provisions so invalidated.

ARTICLE 27 — TITLES

The titles and sub-titles used in this Agreement are for the sole purpose of identification and shall have no bearing on the construction or meaning of the paragraphs to which they refer.

ARTICLE 28 — ACCEPTANCE OF TRUST AGREEMENTS

A. Acceptance.

The Employer and the Union hereby accept and become a party to the terms and provisions of the trust agreements establishing the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund, and Amalgamated Meat Cutters and Food Employers Benefit Fund as they presently exist or as hereafter amended.

B. Trustees.

The Employer hereby agrees to the Employer trustees named in the said Trust Agreements, as trustees, and consents and agrees to the procedures for removal of trustees and appointment of successor trustees provided for in the said Trust Agreements.

ARTICLE 29 — LIFE OF AGREEMENT

This Agreement shall take effect December 18, 1964, and continue in full force and effect until midnight, of the first Sunday in November, 1967, and from year to year thereafter, subject to amendment, alteration, or termination, by either party giving written notice to the other party of its desires in regard to amend, alter or terminate, not less than sixty (60) days prior to the first Sunday of November, 1967, and/or the first Sunday of November of any year thereafter.

DATE .....

By Employer Representative Meat Cutters Local 439, A.F.L.-C.I.O.

By Employer Representative Meat Cutters Local 439, A.F.L.-C.I.O.

FIRM OR TRADE NAME PHONE No.

ADDRESS CITY ZONE

FIRM OR TRADE NAME PHONE No.

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FIRM OR TRADE NAME PHONE No.

ADDRESS CITY ZONE

AMALGAMATED MEAT CUTTERS AND FOOD EMPLOYERS BENEFIT FUND

THIS AGREEMENT, made this 31st day of March, 1960, by and between.....
.....hereinafter referred to as Employer, and MEAT CUTTERS LOCALS 193, 421, 439, 551, 556, 587 hereinafter referred to as Unions, entered into pursuant to applicable collective bargaining agreements.

WITNESSETH:

WHEREAS, the Employer and the Union have entered into a collective bargaining agreement in which the parties have mutually agreed that the Employer, commencing on the first day of May, 1960, will contribute an amount currently payable under the existing collective bargaining agreement, or any modification or amendment thereto, or any new collective bargaining agreement that may be hereafter entered into between the Employer and the Union, for each employee covered by said collective bargaining agreement in the employ of the Employer during the month of April, 1960, for a period of not less than the number of hours as specified in the collective bargaining agreement, and thereafter will contribute a like sum per month for each employee covered by said collective bargaining agreement in the employ of the Employer during the preceding calendar month for a period of not less than the number of hours as specified in said collective bargaining agreement, which contribution shall be transmitted to the trustees on or before the date specified in the collective bargaining agreement, for the purpose of purchasing blanket coverage group life insurance, unemployment, disability, dental, psychiatric, medical, surgical and hospitalization benefits or otherwise providing said benefits, pursuant to the collective bargaining agreement for the protection of such employees and their dependents and retirees pursuant to the collective bargaining agreement, and for payment of the administration expenses of this Trust, and

WHEREAS, the trustees are hereby authorized to purchase or enter into and execute contracts for group insurance policies providing for benefits of such character. However, any or all of said benefits may be provided on an insured, non insured basis or by a combination of both, and the trustees are authorized to enter into any contracts relating thereto, and

WHEREAS, the Employers and the Unions have agreed that such contributions shall be payable to and be deposited in the Amalgamated Meat Cutters and Food Employers Benefit Fund, hereinafter referred to as "the Fund";

NOW, THEREFORE, it is mutually agreed:

ARTICLE I — TRUST FUND

1. There is hereby created the Amalgamated Meat Cutters and Food Employers Benefit Fund, hereinafter referred to as "the Fund", which shall consist of all contributions hereinafter mentioned from the Employers together with all interest, income and other returns thereon of any kind whatsoever, including any assets of any character assigned to it by any Health and Welfare Trust to which any of the parties hereto are a party.

2. The Fund shall have its principal office in the City of Los Angeles, County of Los Angeles, State of California.

3. The Employer contributions to be paid into the Fund shall not constitute or be deemed wages due to employees nor shall the Employer contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Employer. Neither the Employer, the Union, nor any beneficiary under the Health and Welfare Plan shall have any right, title or interest in the Fund except as otherwise specifically provided for herein. For the purpose of inclusion of the Unions' employees, the Unions shall be considered as Employers hereunder and shall make the required contributions.

4. No employee or beneficiary of the Health and Welfare Plan shall have the right to receive any part of the contributions instead of benefits. No benefits under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person, except that any employee may assign any benefits to which he or his dependents may become entitled to an institution in which he or his dependent is hospitalized, or to a physician, dentist, psychotherapist or medical technician, as the case may be, in consideration for hospital, medical, dental or psychiatric services rendered or to be rendered.

5. Neither the Employer, any signatory association, the Unions nor any employee shall be liable or responsible for any debts, liabilities or obligations of the Fund or the trustees.

6. Contributions to the Fund as required by the collective bargaining agreement shall be transmitted to the administrative office of the trustees on or before the date specified in the collective bargaining agreement. The parties recognize and acknowledge that regular and prompt payment of the Employer contribu-

tions to the Fund is essential to the maintenance of the benefits to be paid and provided under the Health and Welfare Plan.

7. The Employer, by the payment of the contributions in the amount and in the time and manner as specified in the collective bargaining agreement or fixed pursuant thereto, shall be relieved of any further liability, and shall not be required to make any further contributions to the cost of benefits, either in connection with the administration of the Trust or otherwise.

ARTICLE II – BOARD OF TRUSTEES

1. There is hereby created a Board of Trustees which shall consist of six (6) trustees appointed by the Employers and six (6) trustees appointed by the Unions. The trustees appointed by the Employer (sometimes hereinafter referred to as "Employer trustees") shall thereafter represent the Employer, and the trustees appointed by the Unions (sometimes hereinafter referred to as "Employee trustees") shall thereafter represent the employees. The six (6) Employer trustees shall be designated by Food Employers Council, Inc., a non-profit corporation which shall have authority to select successors to the trustees named by it and to remove any trustees named by it as hereinafter provided. Each of the Unions shall designate one of the Union trustees and shall have the right of removal and replacement of the trustee appointed by it.

2. (a) Food Employers Council, Inc., hereby appoints JOHN BACON, JOSEPH M. McLAUGHLIN, WILLIAM NEWSOM, LAWRENCE PEIFER, THOMAS K. WARE and THOMAS VITAICH, as the trustees representing the Employer.

(b) Local Union No. 193 hereby appoints HAROLD HODSON; Local Union No. 421 hereby appoints GEORGE SWAN; Local Union No. 439 hereby appoints LEE JOHNSON; Local Union No. 551 hereby appoints HAROLD WOODARD; Local Union No. 556 hereby appoints WARREN UNDERWOOD; and Local Union No. 587 hereby appoints GEORGE P. VEIX, SR., as the trustees representing the Employees.

Each of the trustees so designated shall execute twenty (20) original copies of his consent to act as such and shall also execute twenty (20) facsimile copies of this agreement (except for the name of the Employer and the signatures of the Employer and the Unions), with his consent to act attached thereto, and such execution shall constitute his acceptance of his office, one copy of such executed consent and agreement shall be delivered to each of the following: Food Employers Council, Inc., the Unions, each of the trustees, and to the administrative office of the Fund. The execution and delivery of said consents and agreements shall constitute the consent of the trustees to this agreement and their agreement to be bound by the terms hereof in the performance of their duties as trustees and shall also constitute their respective signatures to this agreement the same as though they had physically endorsed their consent and physically signed the same.

3. Immediately following the execution and delivery of said consents and facsimiles of this agreement by the trustees they shall have their organization meeting in which one of them shall be selected as Chairman and one to act as Co-chairman to serve for such periods as the trustees shall determine. When the Chairman is selected from among the Employer trustees, the Co-chairman shall be selected from the Employee trustees, and vice versa. The trustees shall appoint a Secretary, who need not be one of the trustees, for the purpose of recording and maintaining the minutes of all meetings of the trustees, and such minutes shall be and remain permanent records with respect to this Trust, and shall be subject to inspection at any time by the Employer, the Union or any trustee.

4. Each trustee shall serve until his death, resignation, removal or the termination of this Trust.

5. A trustee may resign at any time by serving written notice of such resignation upon the Chairman and Co-chairman of the Board of Trustees, and also upon the person or organization authorized to appoint his successor. Such notice shall be served at least thirty (30) days prior to the date on which the resignation is to be effective.

6. Any trustee appointed by Food Employers Council, Inc., may be removed from office at any time by an instrument in writing signed by a duly authorized officer of Food Employers Council, Inc., and delivered to all of the trustees. Any trustee appointed by the Unions may be removed from office at any time by an instrument in writing signed by the Executive Officer of the Union authorized so to do, bearing the seal of the Union, and delivered to all of the trustees.

Any instrument of removal shall designate the successor trustee to fill the vacancy caused by the removal and the same shall be effective when the successor trustee has accepted his appointment in writing.

7. In case any trustee appointed by Food Employers Council, Inc., shall die or resign, a successor trustee shall be appointed forthwith by an instrument in writing signed by a duly authorized officer of Food Employers Council, Inc. In case any trustee appointed by the Unions shall die or resign, a successor trustee shall be appointed forthwith by an instrument in writing signed by the Executive Officer of the Union authorized to appoint his successor, bearing the seal of the Union. The instrument in writing appointing the successor trustee as herein provided shall be delivered forthwith to the Chairman, or in his absence, the Co-chairman of the Board of Trustees, who shall file the same with the records of this Trust

8. In case of a vacancy caused by the death or resignation of an Employer trustee and the person or organization authorized to appoint his successor fails to do so within thirty (30) days after such death or resignation, the remaining Employer trustees or trustee shall forthwith appoint the successor trustee by an instrument in writing signed by him or them and delivered to the Chairman, or in his absence, to the Co-chairman of the Board of Trustees, a copy of which shall forthwith be served on the person or organization authorized to appoint the successor but has failed to do so; if said remaining Employer trustees fail within forty-five (45) days after such death or resignation to appoint the successor trustee, all of the remaining trustees shall forthwith appoint the successor trustee by an instrument in writing signed by them and delivered to the Chairman, or in his absence, the Co-chairman of the Board of Trustees, a copy of which shall be forthwith served on the person or organization authorized to appoint the successor but has failed to do so. In case of a vacancy caused by the death or resignation of an Employee trustee and the Union authorized to appoint his successor fails to appoint his successor within thirty (30) days after such death or resignation, the remaining Employee trustees or trustee shall forthwith appoint the successor trustee by an instrument in writing signed by him or them and delivered to the Chairman, or in his absence, to the Co-chairman of the Board of Trustees, a copy of which shall be forthwith served on the unions so failing to appoint; if the remaining Employee trustees fail within forty-five (45) days after such death or resignation to appoint the successor trustee all of the remaining trustees shall forthwith appoint the successor trustee by an instrument in writing signed by them and delivered to the Chairman, or in his absence, the Co-chairman of the Board of Trustees, a copy of which shall be forthwith served on the Union so failing to appoint. Any successor trustee appointed in the manner as provided in this paragraph may be removed by the person or organization authorized to appoint the successor, but who has failed to do so, only if, concurrently with such removal, he or it appoints a successor trustee. Such concurrent removal and appointment shall be by an instrument in writing signed by the person or duly authorized officer of the organization authorized to appoint the successor and delivered to all of the trustees, one executed copy of which shall also be delivered to the Chairman, or in his absence, the Co-chairman of the Board of Trustees, who shall file the same with the records of this Trust.

9. Any successor trustee shall sign an acceptance of his appointment as such trustee in writing and shall cause the same to be filed with the records of this Trust, whereupon he shall be qualified to act as trustee, and shall thereupon assume his duties as trustee.

10. The trustees, and each of them, shall serve without compensation of any kind or nature whatsoever from the Trust Fund for the time during which they may be required to perform their duties.

11. Regular meetings of the Board of Trustees shall be held at intervals of not less than once every three (3) calendar months at such time and place as may from time to time be fixed by the trustees, and as set forth in the notice calling the same, which notice shall be given in writing not less than five (5) days prior to the meeting. A special meeting may be called at any time by the Chairman or Co-chairman or by any two (2) trustees by giving written notice to all other trustees of the time and place of such meeting at least five (5) days before the date set for the meeting. Any such notice of regular or special meeting shall be sufficient if sent by ordinary mail or by telegraph addressed to the trustees at their addresses as shown by the records of the Board of Trustees. Any meeting at which all the trustees are present, or concerning which all trustees have waived notice in writing, shall be a valid meeting without the giving of any notice. All meetings of the Board shall be held at the principal office of the Fund unless other places are designated from time to time by the Board of Trustees or in the notice calling the meeting.

12. The exercise of any power or right reserved to the trustees or conferred upon them hereunder shall be exercised at a regular or special meeting of the Board of Trustees duly called and noticed. A quorum shall consist of nine (9) trustees. Unless a quorum is present, no business shall be transacted. Any Employer Trustee may, if duly authorized in writing by an absent Employer Trustee, cast a vote on behalf of said Employer Trustee, and any Union Trustee, if duly authorized in writing by an absent Union Trustee, may cast a vote on behalf of said Union Trustee. Any such authorization must be given for each meeting. In any event, the Trustees may not exercise any right or power reserved to them unless a total of nine (9) votes has been cast in the making of the decision to exercise such right or power. Seven (7) votes shall constitute a majority. Upon any matter which may properly come before the Board of Trustees the Board may act in writing without a meeting, provided such action has the written concurrence of all of the trustees.

13. In the event that a majority of the Employer trustees and the Employee trustees are unable to agree upon any matter concerning the administration of this Trust and the Trust Fund, or the performance of their duties, obligations and responsibilities hereunder, they shall select a neutral person as an impartial umpire to decide such matter in dispute. In the event of a failure of the trustees to agree upon an impartial umpire who is willing to act in the determination of such matter in dispute within ten (10) days after the matter in dispute arose, any two (2) or more of the said trustees may petition the United States District Court in and for the Southern District of California, Central Division, for the appointment of an impartial umpire to decide such matter in dispute, in accordance with the provisions of Section 302 of the Labor Management Relations Act of 1947, and any amendments thereto, and the determination of such umpire shall be binding on the trustees and the parties hereto. The impartial umpire shall have no power to alter, amend, add to or take away from any of the terms of this Trust Agreement or the collective bargaining agreement. Any costs and attorneys' fees in connection with the

foregoing shall be paid by the respective parties incurring such costs and fees, except that the fee and expenses of the impartial umpire shall be borne equally by the Unions and the Employer.

14. No trustee shall be liable for any act or action pursuant to this Trust in good faith taken, performed or omitted, nor for any act or action taken, performed or omitted by any agent, employee or attorney selected with reasonable care, nor for any act or action taken, performed or omitted by any other trustee not authorized to act for him. The trustees shall not be liable for any acts or omissions of any insurance carrier or other concern with whom they contract for any benefits hereunder, but this shall not relieve them from their obligation to enforce any duties or obligations of such insurance carrier or concern at the expense of the Trust. The trustees shall be entitled to rely upon as correct all reports and information supplied them by the Employer, by the Unions, by the insurance carrier or other concern with whom they may contract for benefits, by the broker through whom any insurance policy or other contract for said benefits may be procured, and by attorneys, actuaries, auditors, consultants and employees hired by the Fund. The duties, responsibilities, liabilities and disabilities of any trustee under this agreement shall be determined solely by the express provisions of this agreement, and the law applicable thereto, and no further duties, responsibilities, liabilities or disabilities shall be imposed.

15. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Fund. The books of account and records of the Board of Trustees shall be audited at least once a year by an independent, reputable and suitable certified public accountant to be selected by the trustees. The trustees shall also make all other reports required by law. A statement of the results of the annual, or more frequent, audit shall be available for inspection by interested persons at the principal office of the Fund, and copies of such audits shall be furnished to Food Employers Council, Inc., to the Unions and to each of the trustees within five (5) days after such audit has been completed.

16. Any trustee who resigns or is removed from office shall forthwith turn over and deliver to the Chairman or Co-chairman of the Board of Trustees at the principal office of the Fund any and all records, books, documents, monies and other property in his possession or under his control which belong to the Fund or to which it is entitled.

ARTICLE III – POWERS AND DUTIES OF TRUSTEES

1. The Board of Trustees shall have the power to administer the Fund, the Health and Welfare Plan and the benefits accruing and payable pursuant thereto.

2. The Board of Trustees shall collect and receive, or cause to be collected and received, all contributions due to the Fund, and shall promptly deposit, or cause to be deposited, such contributions in a Trust Fund account or accounts established by the trustees in a reputable bank or banks located in the City and County of the principal office of the Fund.

3. The Board of Trustees shall have the power to demand and enforce the prompt payment of the contributions to the Fund, and in the event that any action or proceedings against any Employer are necessary to enforce payment of any contributions due and payable, the trustees shall be entitled to recover from such Employer all costs incurred in connection therewith, together with all reasonable attorneys' fees incurred in connection therewith.

4. The trustees shall use and apply the Fund for the following purposes:

(a) To provide benefits or provide for the cost of benefits and all reasonable and necessary expenses of administering the affairs of this Trust, including any expenses incurred to enforce payment of contributions whether by suit or otherwise, also including the employment by the trustees of such administrative, legal, actuarial, expert and clerical assistance, the renting or purchase of such suitable office space, the purchase or lease of such materials, supplies, services and equipment as the trustees, in their discretion, find necessary or appropriate in the performance of their duties. Any or all of the administrative services or facilities contemplated herein may be contracted for by the trustees with another entity.

This trust shall be represented by legal Co-counsel one of whom shall be designated by the Employer Trustees and the other by the Employee Trustees. This Trust shall also be represented by Co-brokers in connection with the purchase of insurance, one of whom shall be designated by the Employer Trustees and the other by the Employee Trustees.

(b) To provide bonds for each of the trustees and all other persons authorized to handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount and to be secured from such source as the trustees shall determine. All such bonds shall at all times conform to the requirements of State and Federal Laws.

(c) To invest and reinvest such part of the Trust Fund and the income therefrom, including dividends, refunds or other returns received from any insurance carrier in connection with any insurance policy or other contract purchased or to be purchased as contemplated in this agreement, as is not required for current expenditures in such readily marketable securities as are legal for investment by savings banks under the laws of the State of California. The trustees, however, shall be under no duty to invest surplus funds and shall incur no liability, collectively or individually, for their failure to do so. Any and

all income from the Trust Fund shall be applied solely for the purpose of effectuating and maintaining the benefits provided for by this agreement and for payment of administration expenses and other obligations of the Fund.

(d) To adopt rules and regulations for the administration of the Fund and the Health and Welfare Plan which are not inconsistent with the terms and intent of this agreement and any such plan.

5. The Board of Trustees shall have power to enter into such contracts and to procure such insurance policies as it may deem necessary or desirable to carry out the purposes of this Trust and the Health and Welfare Plan, and to terminate, modify or renew any such contracts, policies or other plan of benefits. All insurance policies and all other contracts shall be in the name of Amalgamated Meat Cutters and Food Employers Benefit Fund or the trustees thereof. No contract or insurance policy shall extend beyond the termination date of this Trust Agreement, except that existing policies and benefits shall continue so long as funds are available to pay for the same or to otherwise continue the same in effect, but this shall not obligate the trustees to make any payment in providing such benefits, except out of contributions received or other available funds then in the Trust Fund.

6. Subject to the restrictions and limitations contained in the collective bargaining agreement, the trustees shall have the power to determine the conditions and the qualifications for eligibility of employees and their dependents for any benefits hereunder, and in this connection, the trustees may from time to time adopt rules and regulations governing such eligibility and qualification with the power to change and amend them from time to time, as in the judgment of the trustees appear to be desirable to effectuate the intent and purpose of this Trust and the Health and Welfare Plan. For the purposes of this agreement the term Collective Bargaining Agreement means and includes any bargaining agreement existing between the employer and the Unions which provides for contributions into this Trust Fund as well as any extension or extensions, renewal or renewals, amendments or modifications of any such Collective Bargaining Agreement or any new Collective Bargaining Agreement which provides for the payment of contributions into this Trust Fund.

7. Compatible with the provisions of this agreement, all checks, drafts, vouchers or other withdrawals of money from the Fund shall be authorized in writing or countersigned by at least one Employer trustee and one Employee trustee; provided, however, that the trustees may designate an authorized person to sign checks in amounts not exceeding Five Hundred ($500.00) Dollars.

ARTICLE IV – SUCCESSION TO PROPERTY AND RATIFICATION

All funds, property and assets of other trust funds upon receipt thereof by this Trust, shall forthwith vest and become the property of the Trust Fund created by this Trust Agreement and shall be used to effectuate the purposes and intent as expressed in this Trust Agreement.

ARTICLE V – GENERAL PROVISIONS

1. No party dealing with the trustees, or any of them, shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this agreement have been complied with, or to inquire as to the necessity, advisability or expediency of any act of the trustees. Every instrument executed by the Board of Trustees or under its discretion shall be conclusive in favor of every person who relies on it, that: (a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect; (b) the instrument was executed in accordance with the terms and conditions of this agreement; and (c) the Board of Trustees was properly authorized to execute the instrument or direct its execution.

2. Any notice required to be given under the terms of this agreement shall be deemed to have been duly served if delivered personally to the person to be notified in writing, or if mailed by ordinary mail in a sealed envelope, postage prepaid, to such person at his last known address as shown in the records of the Fund, or if sent by telegraph to such person, at said last known address.

3. This agreement shall be binding upon and inure to the benefit of the Employer, the heirs, executors, administrators, successors, purchasers and assigns of the Employer, any signatory association or corporation or any successor, the Unions and their successors, the trustees and successor trustees.

4. All questions pertaining to the provisions of this agreement, the Fund or the Health and Welfare Plan, and the validity of same, administration and construction, shall be determined in accordance with the laws of the State of California and any pertinent laws of the United States.

5. In the event that any one or more provisions of this agreement shall be declared or adjudged illegal, invalid or unenforceable, the validity of the remaining provisions shall not be thereby affected; and, in such event, this agreement shall be construed as if the provision or provisions so declared or adjudged to be illegal, invalid or unenforceable had never been contained in this agreement. In the event that this Trust shall be denied an exemption from payment of United States income taxes by reason of the operation or effect of any one or more provisions of this agreement, such provision or provisions are hereby deleted and stricken as though it or they had never been contained herein, and this agreement shall, accordingly, be so construed.

6. Any employer having employees within the territorial area of the Unions' jurisdiction and who, likewise, is a party to the collective bargaining agreement pursuant to which this Trust Agreement has been signed, shall by reason thereof become a party to this agreement, or, by executing in writing and depositing with the trustees his or its acceptance to this agreement in a form acceptable to the trustees or by the act of making contributions to this Trust Fund. Any such employer shall thereupon be bound by all of the obligations imposed by this Trust Agreement and entitled to all of the rights accorded Employers hereunder. Anything contained herein to the contrary, notwithstanding owner operators, partners and self-employed persons must be excluded from coverage hereunder or participation herein as beneficiaries.

7. This Trust Agreement is being entered into and the employer contributions, as provided in the Collective Bargaining Agreement between the parties, are being made upon the condition and understanding of the employer and Unions that all payments made by the employer to this Trust Fund are legally deductible as a business expense of the employer for tax purposes under State and Federal Laws, and that the same are not taxable to the employee for compensation. The parties hereto individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain, and maintain a tax exempt status for this Trust, but the liability for payment of contributions and the actual payment of contributions shall not be withheld or delayed pending any such tax determination. If any provision of this Trust Agreement is held to render contributions by the employer into the Trust non-deductible for tax purposes, or taxable to the employee, or to render income received by such Trust non-exempt from taxation, the necessary steps to remedy such non-deductibility or taxability shall be taken immediately, but in no event shall the obligations of the Employer set forth in the Collective Bargaining Agreement be increased.

ARTICLE VI — AMENDMENT AND TERMINATION OF THE TRUST

1. Subject to the provisions providing for termination of this Trust, it shall be irrevocable, and under no circumstances shall any moneys properly paid into the Trust Fund, or any part of the Trust Fund, be recoverable by or payable to any Employer, nor shall any of the same be used for or diverted to, purposes other than for the exclusive benefit of beneficiaries hereunder. Subject to the limitations herein set forth, the Trustees shall have the power to amend this Trust and shall also have the power to cancel or amend all amendments. Copies of such amendments shall be furnished the Unions and Food Employers Council, Inc.; provided, however, that no amendment shall be adopted which:

(a) Alters the basic principles of this Trust or of the Plan;

(b) Conflicts with any applicable law or government regulation;

(c) Causes the use or diversion of any part of the Trust Fund for purposes other than those authorized herein;

(d) Retroactively deprives anyone of a vested right or benefit; or

(e) Increases the burdens or obligations of any Employer.

2. This trust shall continue so long as any collective bargaining agreement exists which provides for contributions to be made to the Trust Fund hereunder, and in the event any collective bargaining agreement has been terminated prior to the signing of a new collective bargaining agreement, the Trust shall likewise, continue on so long as the Union involved and the Employer are negotiating for a new collective bargaining agreement or a renewal or extension of a collective bargaining agreement; provided however, that the terms of this Trust shall not exceed the term under which any such trust might lawfully exist under any applicable law or statute. In the event that any dispute arises between any of the Unions and the Employer as to whether the parties are still negotiating, then either the Employer or any such Union may terminate their participation in this Trust by giving the other party written notice in writing at least sixty (60) days prior to the effective date of any such termination.

3. Notwithstanding any provisions herein concerning the duration and termination of this Trust, the Trust shall continue in existence for so long a period as may be necessary to wind up its affairs.

4. Upon termination of this Trust, any and all monies remaining in the Fund after the payment of all unpaid insurance premiums and other expenses and obligations of the Trust, shall be paid or used for the continuance of one or more of the benefits of the character hereinabove contemplated, until such monies have been exhausted.

The undersigned hereby consent to the appointment of the trustees named in this agreement and to all successor trustees that may be appointed in accordance with the provisions thereof, and agree to be bound by any and all action taken or done by them in the capacity as such trustees pursuant to the terms of said agreement.

DATED, at Los Angeles, California as of this 31st day of March, 1960.

Food Employers Council, Inc.

By _____

Meat Cutters Local 421

By _____

The undersigned, trustees named in the foregoing Trust Agreement, hereby consent to act as such trustees and to the terms of said Trust Agreement and agree to be bound thereby in the performance of their duties as trustees.

TRUSTEES DESIGNATED BY FOOD EMPLOYERS COUNCIL, INC.

_____
JOHN BACON

_____
JOSEPH M. McLAUGHLIN

_____
WILLIAM NEWSOM

_____
THOMAS K. WARE

_____
THOMAS VITAICH

_____
LAWRENCE PEIFER

TRUSTEES DESIGNATED BY THE LOCAL UNIONS

Local Union No. 193

_____
HAROLD HODSON

Local Union No. 421

_____
GEORGE SWAN

Local Union No. 439

_____
LEE JOHNSON

Local Union No. 551

_____
HAROLD WOODARD

Local Union No. 556

_____
WARREN UNDERWOOD

Local Union No. 587

_____
GEORGE P. VEIX, SR.

NO. 1 — AMENDMENT TO DECLARATION OF TRUST providing for establishment of AMALGAMATED MEAT CUTTERS and FOOD EMPLOYERS BENEFIT FUND

RESOLVED:

That pursuant to the authority given the undersigned, as Trustees of the Amalgamated Meat Cutters and Food Employers Benefit Fund by Paragraph 1 of Article VI of the Declaration of Trust, that Section 12 of Article II is hereby amended to read as follows:

"The exercise of any power or right reserved to the Trustees or conferred upon them hereunder shall be exercised at a regular or special meeting of the Board of Trustees duly called and noticed. A quorum shall consist of nine (9) Trustees. Unless a quorum is present, no business shall be transacted. Any Employer Trustee, or other person, may, if duly authorized in writing by an absent Employer Trustee, cast a vote on behalf of said Employer Trustee, and any Union Trustee, or other person, if duly authorized in writing by an absent Union Trustee, may cast a vote on behalf of said Union Trustee. Any such authorization must be given for each meeting. At any meeting, regular or special, where an absent Trustee is not represented by proxy as provided for herein, then in such case, the vote of such absent Trustee, if an Employer Trustee, shall be cast by the Employer Trustee who is acting as Chairman or Co-Chairman of the meeting. Likewise, where an absent Union Trustee is not represented by proxy, his vote shall be cast by the Union Trustee acting as Chairman or Co-Chairman of the meeting.

"Should the Chairman or Co-Chairman having the right to cast any such ballot on behalf of an absent Trustee, who has not given a proxy, be himself absent from the meeting, then the vote of the absent Trustee in the case of a Union Trustee shall be cast in support of the majority vote of the Union Trustees on any proposition and where the Chairman or Co-Chairman having the right to cast the vote of an absent Employer Trustee, who has not given a proxy, is himself absent, then the vote of such absent Employer Trustee shall be cast in support of the position taken by the majority vote of the Employer Trustees on any proposition. In any event, the Trustees may not exercise any right or power reserved to them unless a total of nine (9) votes has been cast in the making of the decision to exercise such right of power. Eight (8) votes shall constitute a majority."

EMPLOYER TRUSTEES:	UNION TRUSTEES:
Thomas K. Ware	Russell F. Robinson
Joseph M. McLaughlin	George P. Veix, Sr.
L. A. Peifer	Glenn Gilbreath
Jerome M. Budinger	Warren M. Underwood
John W. Bacon	Geo. Harold Woodard
Robert K. Fox	Harold Hodson

DATED: January 22, 1962

NO. 2 — AMENDMENT TO DECLARATION OF TRUST ESTABLISHING AMALGAMATED MEAT CUTTERS and FOOD EMPLOYERS BENEFIT FUND

RESOLVED:

WHEREAS, THE AGREEMENT AND DECLARATION OF TRUST establishing the Amalgamated Meat Cutters and Food Employers Benefit Fund, entered into as of the 31st day of March, 1960, empowers the Trustees to amend the said Declaration of Trust; and

WHEREAS, the Trustees have accumulated funds in excess of those required to provide benefits; and

WHEREAS, it is the desire of the Trustees and also of the contributing Employers, represented by Food Employers Council, Inc., and of the Union, representing the employees to whom benefits are provided, that the Trustees have the power to make investments of surplus funds, pursuant to the Prudent Man Doctrine; and that the Trustees not be restricted to marketable securities as are legal for investment by savings banks;

NOW, THEREFORE, BE IT RESOLVED, that Paragraph 4 (c), of the said Agreement and Declaration of Trust, be, and the same hereby is, amended to read as follows:

> "To invest and re-invest such part of the Trust Fund and the income therefrom, including dividends, refunds, interest, or returns received from any insurance carrier in connection with any insurance policy or other contract purchased or to be purchased, as contemplated in this agreement, as is not required for current expenditures, in such manner as in their judgment may seem beneficial and appropriate for the protection and preservation of the Trust Fund, in accordance with the Prudent Man Doctrine, except that no investments shall be made in the securities, obligation or property of any Employer making contributions pursuant to this Agreement and Declaration of Trust. The Trustees, however, shall be under no duty to invest surplus funds and shall incur no liability, collectively or individually, for their failure to do so. Any and all income from the Trust Fund shall be applied solely for the purpose of effectuating and maintaining the benefits provided for by this Agreement, and for payment of administration expenses and other obligations of the Fund."

DATED. This 30th day of July, 1962.

UNION TRUSTEES:	EMPLOYER TRUSTEES:
Harold Hodson	Joseph M. McLaughlin
George P. Veix, Sr.	Lawrence A. Peifer
Glenn Gilbreath	Jerome M. Budinger
Warren M. Underwood	Thomas K. Ware
Russell F. Robinson	Robert K. Fox
G. Harold Woodard	John W. Bacon

NO. 3 — AMENDMENT TO DECLARATION OF TRUST AMALGAMATED MEAT CUTTERS and FOOD EMPLOYERS BENEFIT FUND

RESOLVED:

That pursuant to the authority given the undersigned, as Trustees of the AMALGAMATED MEAT CUTTERS AND FOOD EMPLOYERS BENEFIT FUND, by Section 1 of Article VI of the Declaration of Trust, that Section 3 of Article III is hereby amended to read as follows:

"3. The Board of Trustees shall have the power to demand and enforce the prompt payment of the contributions to the Fund, and in the event that any action or proceedings against any Employer are necessary to enforce payment of any contributions due and payable, the trustees shall be entitled to recover from such Employer all costs incurred in connection therewith, together with all reasonable attorneys' fees incurred in connection therewith. Contributions to the Fund shall be due on or before the dates specified in the applicable collective bargaining agreements, and shall be delinquent if not received by such dates. The Board of Trustees shall have the power, with or without court proceedings, to demand and enforce the payment of a reasonable rate of interest on delinquent contributions."

EMPLOYER TRUSTEES:	UNION TRUSTEES:
J. M. Budinger	Glenn Gilbreath
L. A. Peifer	George P. Veix, Sr.
K. E. Meigs	Harold Hodson
Robert K. Fox	G. Harold Woodard
John W. Bacon	Warren Underwood
Melvin Dauber	Andrew Burnett

DATED: June 23, 1964

NO. 4 — AMENDMENT
AMALGAMATED MEAT CUTTERS
and
FOOD EMPLOYERS BENEFIT FUND

The Amalgamated Meat Cutters and Food Employers Benefit Fund Trust Agreement is hereby changed, modified and corrected effective December 18, 1964, in the following respects only.

1. The name of the Fund is hereby changed so that hereafter it shall be known as

SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
AND FOOD EMPLOYERS BENEFIT FUND

2. The second paragraph of said Trust Agreement shall read as follows:

WHEREAS, the Employer and the Union have entered into a collective bargaining agreement in which the parties have mutually agreed that the Employer, commencing on the first day of May, 1960, will contribute an amount currently payable under the existing collective bargaining agreement, or any modification or amendment thereto, or any new collective bargaining agreement that may be hereafter entered into between the Employer and the Union, for each employee covered by said collective bargaining agreement in the employ of the Employer during the month of April, 1960, for a period of not less than the number of hours as specified in the collective bargaining agreement, and thereafter will contribute a like sum per month for each employee covered by said collective bargaining agreement in the employ of the Employer during the preceding calendar month for a period of not less than the number of hours as specified in said collective bargaining agreement, which contribution shall be transmitted to the trustees on or before the date specified in the collective bargaining agreement, for the purpose of *providing death benefits*, supplementary disability, dental, psychiatric, medical, surgical, hospitalization, *and prescription* benefits or otherwise providing said benefits, pursuant to the collective bargaining agreement for the protection of such employees and their dependents and retirees pursuant to the collective bargaining agreement, and for payment of the administration expenses of this Trust.

EMPLOYER TRUSTEES:	UNION TRUSTEES:
Jerome M. Budinger	Glenn Gilbreath
Lawrence A. Peifer	George P. Veix, Sr.
Kenneth E. Meigs	Harold Hodson
Robert K. Fox	Oliver W. Holmes
John W. Bacon	Warren Underwood
Melvin Dauber	Andrew J. Burnett

DATED: March 23, 1965

DECLARATION OF TRUST

PROVIDING FOR ESTABLISHMENT OF SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS AND FOOD EMPLOYERS PENSION TRUST FUND

THIS DECLARATION OF TRUST, made and entered into as of July 1, 1957, by and between the Employers who may subscribe hereto, and who may hereafter contribute hereto under the terms of the collective bargaining agreement, hereinafter collectively called the Employers, and the Unions which have now subscribed hereto, and which may hereafter subscribe hereto under the terms of the collective bargaining agreement, hereinafter collectively called the Union,

WITNESSETH:

WHEREAS, the Employers and the Union, as hereinafter defined, have, by collective bargaining agreements, provided for the establishment of a Southern California Meat Cutters and Food Employers Pension Trust Fund into which Employers are to make payments for the purpose of providing retirement benefits for Employees of the Employers, as both are defined herein: and

WHEREAS, this trust is being created and a plan implemented, each of which shall at all times conform to the applicable requirements of the Labor-Management Relations Act of 1947, as amended, and qualify pursuant to the applicable provisions of the Internal Revenue Code of 1954, as amended, for all available exemptions and immunities,

NOW, THEREFORE, in consideration of the premises, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

ARTICLE I—DEFINITIONS

Section 1, Union. Except as otherwise set forth or limited by this Trust Agreement, the term "Union" shall mean Amalgamated Meat Cutters Unions, Locals 421, 439, 551, 556 and 587, and such other Local Unions of the Amalgamated Meat Cutters and Butcher Workmen of North America which have agreed or will hereafter agree in writing to be bound by the terms of this Agreement, and who are admitted to participation in the Southern California Meat Cutters and Food Employers Pension Trust Fund under conditions and terms set forth herein and upon approval of the Board of Trustees.

Section 2, Employer. The term "Employer" shall mean any association, individual, partnership, corporation or other entity which employs Employees who fall within the definition of Employee as set forth in Section 3 of this Article, and which is party to a collective bargaining agreement with any Union as defined in Section 1 of this Article. The term "Employer" shall also include any Union, signatory hereto, which makes contributions on behalf of its Employees in accordance with the terms of the Pension Plan, provided the inclusion of said Union as Employer is not a violation of any existing law or statute. The term "Employer" may also include the Southern California Meat Cutters and Food Employers Pension Trust Fund, if not in violation of any existing law or statute.

Section 3, Employee. Subject to the limitations set forth under Section 302 of the Labor-Management Relations Act of 1947, the term "Employee" shall include any person employed under a collective bargaining agreement with a Union as defined in Section 1 of this Article, and on whose account the Employer is making contributions into the Trust Fund, or for whom an Employer previously made such contributions and who is or may become eligible for retirement benefits under the Pension Plan. The term "Employee" shall also include employees of Unions signatory hereto as Employers making contributions in accordance with the Pension Plan on behalf of said Employees, provided the inclusion of said Employees is not a violation of any existing law or statute. The term "Employee" shall also include Employees of the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund, if not in violation of any existing law or statute.

Section 4, Trustee. The term "Trustee" shall mean any natural person designated as Trustee pursuant to Article II hereof, but shall not include the Corporate Co-Trustee hereinafter referred to. Such Trustees as are designated by the Union pursuant to Article II shall be referred to as "Union Trustees" and such Trustees as are designated by the Employers pursuant to Article II shall be referred to as "Employer Trustees". The term "Corporate Co-Trustee" shall mean the neutral corporate co-trustee appointed for the purposes specified herein. Reference to "the Board" shall mean the Trustees, excluding the Corporate Co-Trustee.

Section 5, Trust Agreement. The term "Trust Agreement" shall mean this agreement under which this Trust is created and maintained and shall include any properly executed amendments thereto.

Section 6, Trust Fund. The term "Trust Fund" shall mean the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund which is created and established pursuant to the terms of this Trust Agreement.

Section 7, Pension Plan. The term "Pension Plan" shall mean the pension plan created pursuant to the collective bargaining agreement and this Trust Agreement, including all amendments to any of the foregoing.

Section 8, Employer Contributions. The term "Employer Contributions" shall mean payments made or to be made to the Trust Fund by an Employer under the provision of a collective bargaining agreement as defined in Section 9 of this Article. The term "Employer Contributions" shall also include contributions made in accordance with the terms of the Pension Plan by signatory Unions included hereunder as Employers. The term "Employer Contributions" shall also include contributions by the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund.

Section 9, Collective Bargaining Agreement. The term "collective bargaining agreement" shall mean any written contract by and between any Employer, as defined in Section 2 of this Article, and any Unions, as defined in Section 1 of this Article. It shall also include any and all extension or extensions thereof, renewal or renewals thereof, or any new collective bargaining agreement entered into by the Unions and the Employers hereunder which provide for pension contributions to be made to this Plan, Trust and Fund as presently existing or as hereafter amended.

ARTICLE II – APPOINTMENT, RESIGNATION AND REMOVAL OF TRUSTEES

Section 1, Board of Trustees. The administration of the Trust Fund shall be vested in a Board of Trustees consisting of ten persons, all of whom reside within the geographical jurisdiction of one or more of the Unions signatory hereto, five of whom shall be Employer Trustees and five of whom shall be Union Trustees. The Corporate Co-Trustee shall assist the Trustees and shall have such functions as are herein provided.

The Employers hereby designate and appoint Food Employers Council, Inc., whose office is at 1200 West Sixth Street, Los Angeles 17, California, as their agent to act upon any matter relating to the appointment of the initial and/or successor Employer Trustees, and such appointments shall be evidenced by a written instrument signed by an appropriate officer of Food Employers Council, Inc.

The Union shall appoint the Union Trustees and their successors, and such appointments shall be evidenced by documents signed by an Executive Officer of each of the Unions comprising the Union.

(a) The initial Employer Trustees shall be Thomas K. Ware, Jerome M. Budinger, Robert K. Fox, Joseph M. McLaughlin and Thomas H. Vitaich.

(b) The initial Union Trustees shall be Lee Johnson, George M. Swan, Warren M. Underwood, George P. Veix, Sr. and G. Harold Woodard.

Section 2, Acceptance of Trust Duties. Any Trustee, named or referred to in the foregoing section, upon the signing of this Agreement or upon written acceptance filed with the other Trustees in the case of any successor Trustees, shall be deemed to accept the duties, responsibilities and obligations of the Trustee as created and established by this Agreement.

Section 3, Term of Office of Trustees. Each Trustee shall continue to serve during the existence of this Trust until his death, incapacity, inability or refusal to act, resignation or removal as provided herein.

Section 4, Resignation of Trustees. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder (except that this shall not relieve the Trustee as to any liability already existing prior to the effective date of such resignation) by giving thirty (30) days' notice in writing sent by registered mail to the remaining Trustees, which notice shall state the date such resignation shall take effect and such resignation shall take effect on said date unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 5, Removal of Trustees. Any Employer Trustee may be removed at any time by the Employers, and in this connection, the Employers do hereby designate and appoint Food Employers Council, Inc., a non-profit corporation, whose office is at 1200 West Sixth Street, Los Angeles 17, California, as their agent to represent them and to act upon any matter relating to the removal of any Employer Trustee. Any Union Trustee may be removed at any time by the Union.

Section 6, Successor Trustees. In case of a vacancy caused by the death, incapacity, inability or refusal to act, resignation or removal of an Employer Trustee, and the person or organization authorized to

appoint his successor fails to do so within thirty (30) days after such death, incapacity, inability or refusal to act, resignation or removal, the remaining Employer Trustees or Trustee shall forthwith appoint the successor Trustee by an instrument in writing signed by him or them and delivered to the Chairman, or in his absence, to the Co-Chairman of the Board of Trustees, a copy of which shall forthwith be served on the person or organization authorized to appoint the successor but which has failed to do so; if said remaining Employer Trustees fail within thirty (30) days thereafter to appoint the successor Trustee, a majority of the remaining Trustees shall forthwith appoint the successor Trustee by an instrument in writing signed by them and delivered to the Chairman, or in his absence, to the Co-Chairman of the Board of Trustees, a copy of which shall be forthwith served on the person or organization authorized to appoint the successor but which has failed to do so.

In case of a vacancy caused by the death, incapacity, inability or refusal to act, resignation or removal of a Union Trustee and the Union fails to appoint his successor within thirty (30) days after such death, incapacity, inability or refusal to act, resignation or removal, the remaining Union Trustees or Trustee shall forthwith appoint the successor Trustee by an instrument in writing signed by him or them and delivered to the Chairman, or, in his absence, to the Co-Chairman of the Board of Trustees, a copy of which shall be forthwith served on the Union; if the remaining Union Trustees fail within (30) days thereafter to appoint the successor Trustee, a majority of the remaining Trustees shall forthwith appoint the successor Trustee by an instrument in writing signed by them and delivered to the Chairman, or, in his absence, to the Co-Chairman of the Board of Trustees, a copy of which shall be forthwith served on the Union.

Any successor Trustee appointed in the manner as provided in this paragraph may be removed by the person or organization authorized to appoint the successor, but who has failed to do so, only if, concurrently with such removal, he or it appoints a successor Trustee, and concurrently with such instrument of removal, there is a written acceptance by the successor Trustee. Such concurrent removal and appointment shall be by an instrument in writing signed by the person or duly authorized officer of the organization authorized to appoint the successor and delivered to all of the Trustees, one executed copy of which shall also be delivered to the Chairman, or, in his absence, to the Co-Chairman of the Board of Trustees, who shall file the same with the records of this Trust.

Section 7, Compensation of Trustees. The Trustees shall serve without compensation from the Trust Fund.

ARTICLE III – CORPORATE CO-TRUSTEE

Section 1, Appointment of Corporate Co-Trustee. The Corporate Co-Trustee and any successor shall be appointed by the Trustees.

Section 2, Neutrality of Corporate Co-Trustee. The Corporate Co-Trustee shall not be a representative of either the Employer or the Union and shall have no voice nor vote.

Section 3, Initial Corporate Co-Trustee. The initial Corporate Co-Trustee shall be

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

Section 4, Duties, Rights and Powers of Corporate Co-Trustee. All funds contributed to the Trust Fund, or for the account thereof, shall be paid to the Corporate Co-Trustee who shall assist the Trustees in carrying out their responsibilities under this Trust Agreement to the extent as provided herein or as provided in the contract of employment of such Corporate Co-Trustee. The Corporate Co-Trustee shall be a corporation qualified to render trust services in the State of California and subject to the supervision of the Superintendent of Banks or of the Comptroller of the Currency, or a bank that is a member of the Federal Reserve System. The duties, responsibilities, rights, and powers of the Corporate Co-Trustee shall be such as are delegated to it by the Trustees, and the same shall be set forth in a contract between the Trustees and the Corporate Co-Trustee. The Corporate Co-Trustee shall be a co-trustee for the purpose of holding title to the Trust Fund and of receiving, handling and disbursing funds pursuant to the provisions of this Trust Agreement and pursuant to any contract between it and the Trustees, subject, however, to all of the powers and duties which are conferred upon the Trustees hereunder.

ARTICLE IV – TRUST FUND

Section 1, Creation and Purpose of Trust Fund. The Trust Fund is hereby created and established, and the Trustees agree that the Trust Fund shall be received, held, and administered for such purposes as are herein provided.

Section 2, Composition of Trust Fund. The Trust Fund shall consist of assets derived from Employer contributions, all investments made and held in the Trust Fund, all income therefrom, both received and accrued, and any other property received and held by reason of this Trust.

Section 3, Title and Rights to Trust Fund. Subject to the continuing supervision, control and direction of the Trustees and to the provisions hereof, the Corporate Co-Trustee shall be vested with all right, title and interest in and to the Trust Fund for the uses, purposes and duties set forth in this Trust Agreement. Except as specifically provided herein, neither the Unions, Employees, Employers nor any other person, association or corporation shall have any right, title or interest in or to the Trust Fund or in or to any Employer contribution thereto. No contributions made hereunder shall be deemed wages due any Employee.

ARTICLE V – ADMINISTRATION OF TRUST FUND

Section 1, Powers and Duties of Trustees. In addition to those conferred elsewhere in this Agreement, or by law, the Trustees shall have the following powers and duties:

(a) To cause to be paid to, received and held by the Corporate Co-Trustee, all Employer contributions which are payable to the Trust Fund and to take such legal action in the name of the Corporate Co-Trustee, in their own names or otherwise, as in their discretion may be necessary to effectuate any collection.

(b) To cause to be invested and reinvested the assets of the Trust Fund in such manner as in their judgment may seem beneficial and appropriate, for the protection and preservation of the Trust Fund, in accordance with the Prudent Man doctrine, except that no investments shall be made in the securities, obligation or property of any Employer as defined herein.

(c) To cause to be sold, exchanged, leased, conveyed or disposed of, any property at any time forming a part of the Trust Fund upon such terms as they may deem proper and to cause to be executed and delivered, any and all instruments of conveyance and transfer in connection therewith.

(d) To enter into and to cause to be entered into, any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund and to do all acts as they in their discretion may deem necessary or advisable.

(e) To construe the provisions of this Agreement and the terms used therein, and any construction adopted by the Trustees in good faith, shall be binding upon the Unions, the Employers, the Corporate Co-Trustee and the Employees and their Beneficiaries.

(f) To cause to be paid or to provide for the payment of retirement benefits pursuant to the provisions of the Pension Plan.

(g) Compatible with the provisions of the collective bargaining agreement, to cause to be paid or to provide for the payment of all reasonable and necessary expenses, costs and fees incurred in connection with the creation of the Pension Plan and Trust, and the establishment and maintenance of the Trust Fund, including the employment of such auditing, accounting, administrative, actuarial, legal, investment counseling, expert and clerical assistance, as the Trustees in their discretion deem necessary or appropriate in the performance of their duties or in carrying out this Trust; except that no part of the Trust Fund shall be used for the personal expenses or compensation of the Trustees.

(h) To cause to be paid or to provide for the payments of all real and personal property taxes, income taxes and other taxes or assessments of any kind and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund or any money or property forming a part thereof.

(i) To maintain and cause to be maintained, on a current basis, all actuarial data, records and information in connection with the administration of the Plan and to cause the books and records to be checked and evaluated annually, or more often if the Trustees so determine by the Union actuary and the Employer actuary. The results of such determinations and such records shall be available for inspection of all persons who are entitled to make such inspection, at reasonable times and upon proper notice, at such place or places as may be designated by the Trustees, and the Trustees shall have the right to rely upon all such reports and records.

(j) To maintain and cause to be maintained accurate books of account and records of all transactions relating to this Trust, to cause such books and records and accounts to be audited annually, or more often if the Trustees so determine, by a certified public accountant. The results of any such audits and such books and records shall be available for inspection of all persons who are entitled to make such inspection, at reasonable times and upon proper notice, at such place or places as may be designated by the Trustees.

(k) To prepare and cause to be prepared such annual reports concerning the affairs of the Trust, as the Trustees in their discretion may deem necessary or advisable, and to furnish such reports to such parties, in addition to the Unions, Food Employers Council, Inc., and the Trustees, as the Trustees in their discretion may deem appropriate and advisable.

(l) To provide and procure, at the expense of the Trust, fidelity bonds for each of the Trustees and for all other persons whom they may authorize to handle, deal with or draw upon the moneys of the Trust Fund for any purpose whatsoever. Said bonds shall be maintained in such reasonable amounts and shall be obtained from such companies as the Trustees shall determine. The Trustees shall, from time to time, review the amounts of such bonds and require such adjustment in their amounts as are appropriate.

(m) To cause to be maintained such bank account or bank accounts as may be necessary in the carrying out of the Trust and the administration of the Trust Fund, and to designate the persons who are authorized to sign checks and withdrawal orders on any such accounts.

(n) To adopt and prescribe rules and procedures, which shall not be inconsistent with the provisions of this Agreement or of the collective bargaining agreement to be followed by Employers in reporting contributions, to be followed in determining entitlement of Employees and Beneficiaries for pension benefits, the entitlement to vesting of rights therein and thereto, and the method of applying for pension benefits.

(o) To make determinations not inconsistent with this Agreement, the Plan or the collective bargaining agreement which shall be final and binding upon all parties as to the rights of any Employee to retirement benefits, and the amount thereof.

(p) To cause to be established and maintained a reserve for expected administrative expenses.

(q) In the event that any action or proceedings against any Employer are necessary to enforce the payment of any contributions hereunder, the Trustees shall additionally be entitled to recover in their own names, the name of the Corporate Co-Trustee, or otherwise, from such Employer all costs incurred in connection therewith, together with all reasonable attorneys' fees necessarily incurred in connection therewith.

(r) In matters requiring legal counsel, the Trust shall be represented by co-counsel, one of whom shall be selected by the Employers and the other by the Unions.

(s) Compatible with equitable principles and to the extent that sound actuarial and accounting principles and practices permit, reciprocal arrangements shall be made by the Trustees for transfer of credits and/or contributions to or from other similar retirement plans in the State of California that are or may be established by employers and local unions of the AMC & BWA, now in existence, as may be hereafter consolidated, merged or combined, or any such union which may hereafter be chartered by the International Union, A. M. C., or its successor with whom such locals are or become affiliated.

ARTICLE VI — AMENDMENT AND TERMINATION OF TRUST AND LIMITATIONS ON TRUST FUND

Section 1, Rights to Amend. Subject to the provisions providing for termination of this Trust, it shall be irrevocable, and under no circumstances shall any moneys paid into the Trust Fund, or any part of the Trust Fund, be recoverable by or payable to any Employer, nor shall any of the same be used for or diverted to, purposes other than for the exclusive benefits of Employees, Pensioners and Beneficiaries. Subject to the limitations herein set forth, the Trustees shall have the power to amend this Trust and to make any amendments required to obtain and to retain the tax exempt status of the Trust and the deductibility of the Employer Contributions thereto as business expenses for income tax purposes. The Trustees shall also have the power to amend or cancel any amendments. Such amendments shall be furnished the Unions, the Employers and the Corporate Co-Trustee; provided, however, that no amendment shall be adopted which:

(a) Alters the basic principles of this Trust or of the Plan;

(b) Conflicts with any applicable law or government regulation;

(c) Causes the use or diversion of any part of the Trust Fund for purposes other than those authorized herein;

(d) Retroactively deprives anyone of a vested right or benefit; or

(e) Increases the burdens or obligations of any Employer.

The Trustees, without any limitation on their power to amend this Trust, as herein provided, and subject to any contract with the Corporate Co-Trustee, shall at all times have the power to amend this Trust Agreement so as to eliminate the Corporate Co-Trustee and to assume unto themselves, or to otherwise provide for, the exercise of any or all of the functions of such Corporate Co-Trustee. Provided, however, that the Trust Fund shall at all times be in the custody of a custodian, selected by the Trustees, which shall be a corporation qualified to render trust services in the State of California, and subject to the supervision of the Superintendent of Banks or the Comptroller of Currency, or a bank which is a member of the Federal Reserve System.

Section 2, Limitations on Rights to Fund. No Employee, Pensioner or Beneficiary shall have any right, title or interest in and to the funds, except such rights as are hereinafter provided in the Pension Plan. No money, property, equity or interest of any nature whatsoever in the Trust Fund or in any benefits or moneys payable therefrom shall be subject in any manner by an Employee, Pensioner or Beneficiary to anticipation, garnishment, alienation, sale, transfer, assignment, pledge, encumbrance, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

Section 3, Limitation on Liability of Unions and Employers. Neither the Employers, the Unions nor any Employee shall be liable for any debts, liabilities or obligations of the Trust, or of the Trustees, or of the Corporate Co-Trustee. Nothing contained herein shall be construed as making any Union or any Employer liable for the payments required to be made by any other Employer and liability of each Employer shall be limited solely to the payment of the amount designated in the collective bargaining agreement and the Pension Plan. The Employer, by the payment of the amounts required to be contributed under the collective bargaining agreement, shall be relieved of any further liability and shall not be required to make any further contributions to the cost of benefits in connection with the administration of the Trust or otherwise.

Section 4, Termination of Trust. This Trust shall remain in effect so long as there are Employers who are obligated under any collective bargaining agreements, to make contributions to the Trust Fund. Upon any termination of this Trust, any moneys remaining in the Trust Fund, after the payment of all expenses and obligations of the Trust, shall be paid or used for the continuance of one or more pension benefits in accordance with the provisions of the Pension Plan, until such Fund is exhausted.

ARTICLE VII – MISCELLANEOUS

Section 1, Method of Becoming a Party to this Trust. Any Union or Employer who has not signed an original of this Trust Agreement may become a party to this Trust only in accordance with Section 1 of Article I hereof and then only when it is determined by the Trustees that such participation is compatible with the best interests of the Trust, the Trust Fund, the Pension Plan, and the Beneficiaries.

Section 2, Situs and Construction. Subject to any laws of the United States which may be applicable, this Trust is created and accepted in the State of California, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that state.

Section 3, Information to be Furnished by Employers. Each Employer shall furnish the Trustees such information as the Trustees may require or the Corporate Co-Trustee may need in connection with the administration of the Trust Fund. In the event of an alleged discrepancy in Employer Contributions to the Trust Fund or in any other data required from the Employer by this Agreement or by the Pension Plan, the Trustees shall, in writing, notify the Employer of such alleged discrepancy and the period of time that the discrepancy is claimed to cover. On receipt of such written notice, the Employer shall promptly furnish to the Trustees any data requested that pertains to such alleged discrepancy.

Section 4, Dealings with Trustees and Corporate Co-Trustee. No person, partnership, corporation, association, or other entity dealing with the Trustees or the Corporate Co-Trustee shall be obligated to see to the application of any funds or property of the Trust Fund, unless such obligation is set forth in a written agreement, or to see that the terms of this Trust Agreement have been complied with, or be obligated to inquire into the necessity or expedience of any act of the Trustees or of the Corporate Co-Trustee. Every instrument executed by the Trustees (whether executed by all of them or in any manner as specified in this Agreement) and/or by the Corporate Co-Trustee shall be conclusive in favor of any person, partnership, corporation, association, or other entity, relying thereon that at the time of delivery of said instrument this Trust Agreement was in full force and effect that said instrument was executed and delivered in accordance with the terms of this Trust Agreement and that the Trustees and/or the Corporate Co-Trustee, as the case may be, were duly authorized and empowered to execute and deliver such instrument.

Section 5, Giving of Notice and Delivery of Documents. Notice given to a Trustee, Union, Employer, Employee, the Corporate Co-Trustee, any Entity, or any other person shall, unless otherwise specified herein, be sufficient if in writing and delivered to or sent by postpaid first class mail or by prepaid telegram to the last address as filed with the Trustees. Except as otherwise provided herein, the delivery of any statement or document required hereunder to be made to a Trustee, Union, Employer, the Corporate Co-Trustee or Employee shall be sufficient if delivered in person or if sent by postpaid first class mail to his or its last address as filed with the Trustees.

Section 6, Costs of Suit. The costs and expenses of any action, suit or proceeding relating to the Trust brought against the Trustees, the Corporate Co-Trustee or any of them or by the Trustees or any of them, shall be paid from the Trust Fund, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Trustee, Trustees or Corporate Co-Trustee were acting in bad faith or were wilfully negligent in the performance of his, their or its duties hereunder.

Section 7, Settlement of Disputes Which Split Trustees. In the event that a majority of the Trustees are unable to agree upon any matter in connection with the administration of this Trust, they shall select a neutral person as an impartial umpire, who is willing to act in the determination of such dispute. In the event of a failure of a majority of the Trustees to agree upon an impartial umpire who is willing to act in the determination of such dispute, any one or more of the said Trustees may petition the U.S.

District Court, Southern District of California, Central Division, for the appointment of an impartial umpire to decide such dispute, in accordance with the provisions of Section 302 of the Labor-Management Relations Act of 1947. Any costs and attorneys' fees in connection with the foregoing shall be paid out of the Trust Fund, including any reasonable compensation to such umpire. Differences arising as to the interpretation or application of the provisions of this Trust Agreement, and relating to pension benefits provided for hereunder, shall not be subject to the grievance or arbitration procedures established in any collective bargaining agreement. All such differences shall be resolved in the manner as specified in this Trust Agreement. The impartial umpire shall have no power to alter, amend, add to or take away from any of the terms of this Trust Agreement or any collective bargaining agreement. The decision of the impartial umpire shall be final and binding upon the parties, and the Trustees shall give effect to any such decision.

Section 8, Joinder of Parties. In any action or proceeding affecting the Trust or the Trust Fund, it shall be necessary to join as parties, only the Trustees, the Unions and the Food Employers Council, Inc., the representative of the Employers, and no Employee, Pensioner, Participant or Beneficiary shall be entitled to notice of such proceeding or to service of process. Any final judgment entered in any such action or proceeding shall be binding upon all of the above-mentioned parties so long as it does not attempt to impose any personal liability upon or against any party not joined or not served in such proceeding.

Section 9, Meetings. The Board shall determine the time and place of its regular periodic meetings, and the Secretary shall give written notice of each such meeting to all other Trustees at least five (5) days prior to the date of such meeting. Either the Chairman or the Secretary or any five (5) members of the Board of Trustees may call a special meeting of the Board of Trustees by giving written notice to all other Trustees of the time and place of such meeting at least ten (10) days before the date set for the meeting. Any notice of meetings shall be sufficient if sent by registered mail or by wire addressed to the Trustee at his address as shown in records of the Board. The Board may take any action at a special meeting that it may take at a regular meeting. Any meeting at which all Trustees are present, or concerning which all Trustees waive notice in writing, shall be a valid meeting without the giving of any notice. The Board of Trustees and the Trust shall have their principal office in the State of California at such place as the Board may from time to time designate.

Section 10, Chairman and Secretary of Board of Trustees. The Board shall select one of their number to act as Chairman of the Board and one to act as Secretary, to serve terms of one year or for such period as the Trustees may determine. When the Chairman is selected from among the Employer Trustees, the Secretary shall be selected from among the Union Trustees, and vice versa.

Section 11, Protection of Trustees. The Trustees shall be protected in acting upon any papers or documents reasonably appearing to them to be genuine and to be made, executed or delivered by the proper party purporting to have made, executed or delivered the same and shall be protected in relying upon the opinion of legal counsel in connection with any matter pertaining to the administration or execution of this Trust.

Section 12, Liability of Trustees. The Trustees individually or collectively, shall not be personally liable for any error of judgment or for any loss arising out of any act or omission in the administration of the Trust Fund, nor shall they be personally liable for any liability or debt of the Trust Fund contracted or incurred by them, nor for the nonfulfillment of any contract, nor shall they be personally liable for the improper application of any part of the Trust Fund, nor for any other liability arising in connection with the administration or the existence of the Trust Fund; provided, however, nothing herein shall exempt the Trustees for any liability, obligation or debt arising out of their individual or collective acts or omissions done or suffered in bad faith or through wilful misconduct.

Section 13, Return of Records. Any Trustee who resigns or is removed shall forthwith turn over to the remaining Trustees at the office of the Trust any and all records, books, documents, moneys and other property in his possession owned by the Trustees or incident to the fulfillment of this Trust and the administration of the Trust Fund.

Section 14, Voting. A quorum shall consist of eight (8) Trustees. Unless a quorum is present, no business shall be transacted. Any Employer Trustee may, if duly authorized in writing by an absent Employer Trustee, cast a vote on behalf of said Employer Trustee, and any Union Trustee, if duly authorized in writing by an absent Union Trustee, may cast a vote on behalf of said Union Trustee. Any such authorization must be given for each meeting. In any event, the Trustees may not exercise any right or power reserved to them unless a total of eight (8) votes has been cast in the making of the decision to exercise such right or power. Six (6) votes shall constitute a majority.

Section 15, Separability. If any provision of this Trust Agreement or the Pension Plan is held to be illegal or invalid for any reason or to render contributions by the Employers into this Trust non-deductible for tax purposes or taxable to the Employees or to render the income received by such Trust non-exempt

from taxation, the necessary steps to remedy such illegality, invalidity, non-deductibility or taxability shall be taken immediately, but in no event shall the obligation of the Employers set forth in the collective bargaining agreement be increased because of such remedial action. Any provision of this Trust Agreement which might be invalid or illegal and which does not affect the general purpose of this Trust shall not affect the remaining portions of the Agreement or the Pension Plan, unless it prevents accomplishment of the objectives and purposes of the collective bargaining agreement and the Pension Plan.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Union Trustees	Employer Trustees
Geo. M Swan	[signature]
Warren M. Underwood	Thomas Ware
George P. Vaughn	Jerome M. Ridinger
S H Woodard	[signature]
Lee Jo Imson	Thomas H Vitaich

For the Union

#421 Local	Geo. M Swan By	July 20-57 Date
#556 Local	Warren M. Underwood By	July 20-1957 Date
#587 Local	George P. Vaughn By	July 20-1957 Date
#551 Local	S H Woodard By	July 20-1957 Date
#439 Local	Lee Jo Imson By	July 20-1957 Date

For Food Employers Council, Inc.

By [signature]

Date July 20, 1957

For the Employer

_____ Company

By _____

Date _____

AMENDMENT TO
DECLARATION OF TRUST
providing for establishment of
SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
and
FOOD EMPLOYERS PENSION TRUST FUND

RESOLVED: That Section 14 of Article VII of the Trust Agreement be and it hereby is amended by the addition of the following language to the existing language therein:

"In lieu of an absent trustee authorizing another trustee, in writing, to vote in behalf of such absent trustee, as above provided, such absent trustee may designate, in writing, any other person to act as substitute trustee at any meeting, provided, however, that such designation shall constitute an authorization to act in behalf of such absent trustee only at such meeting and at no other meeting or adjourned meeting, unless such substituted trustee receives a new designation. Any such substitute trustee shall be counted in determining the presence of a quorum.

"Any local union having members participating in the benefits of this trust, and which union is not directly represented on the Board of Trustees, may have a designated representative present at all trustees' meetings to sit as an observer. Likewise, any employer contributing to this trust shall have the right to have a representative present at all trustees' meetings to sit as an observer. Such observers shall have no trust powers whatsoever. Any such union or employer designating an observer shall be entitled to notice of the time and place of any such trustees' meetings, by requesting the same in writing. Any such local union or employer shall likewise be entitled to copies of all minutes of the meetings of the trustees, upon written request."

UNION TRUSTEES:	EMPLOYER TRUSTEES:
Warren M. Underwood	[illegible]
George P. Vuyst	Joseph M. McLaughlin
Geo. M. Lawson	Jerome M. Budinger
Harold Woodard	Thomas H. Vitalich
Lee Johnson	Thomas Kilvare

Dated: Oct. 4, 1957.

Second
AMENDMENT TO
DECLARATION OF TRUST
providing for establishment of
SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
and
FOOD EMPLOYERS PENSION TRUST FUND

RESOLVED: That pursuant to the powers vested in the trustees under Article VI of the Trust Agreement, and for the purpose of obtaining tax exempt approval of the Trust, the Declaration of Trust providing for establishment of Southern California Meat Cutters Unions and Food Employers Pension Trust Fund, effective the 1st day of July, 1957, be, and it hereby is, amended in each of the following particulars:

1. There shall be added to Section 8 of Article I the following language:

"On or before the 20th day of each month following July, 1957, and for five years thereafter, until August 1962, the employer shall pay to a Pension Trust fund a sum equivalent to ten cents (10¢) per hour on all straight-time hours worked by, or for which wages are paid to employees (including extra and part time employees) covered by this agreement. Hours worked or paid for shall be understood to include all vacation, holiday, Sunday, (as long as such Sunday work is a part of a forty (40) hour work week), and sick leave time, if paid for under the existing Collective Bargaining Agreement. It is the intention of the parties that the sum of ten cents (10¢) per hour monthly contribution as hereinbefore provided remain fixed and unchanged for a period of at least sixty (60) months beginning with and including July, 1957.

2. Paragraph(s) of Section 1 of Article V is hereby amended to read as follows:

"Compatible with equitable principles and to the extent that sound actuarial and accounting principles and practices permit, reciprocal arrangements shall be made by the Trustees for recognition of credits to or from other similar retirement plans in the State of California that are or may be established by employers and local unions of the AMC & BWA, now in existence, as may be hereafter consolidated, merged or combined, or any such union which may hereafter be chartered by the International Union, A.M.C. or its successor with whom such locals are or become affiliated."

3. Section 3 of Article VI shall be amended to read and provide as follows:

"Section 3, Limitation on Liability of Unions and Employers. Neither the Employers, the Unions nor any Employee shall be liable for any debts, liabilities or obligations of the Trust, or of the Trustees, or of the Corporate Co-Trustee. Nothing contained herein shall be construed as making any Unions or any Employer liable for the payments required to be made by any other Employer, and liability of each Employer shall be limited solely to the payment of the amount designated under Section 8 of Article I of this Agreement.

"The Employer, by the payment of the amounts required to be contributed under the collective bargaining agreement, shall be relieved of any further liability and shall not be required to make any further contributions to the cost of benefits in connection with the administration of the Trust or otherwise."

Dated: September 29, 1958.

UNION TRUSTEES:

George P. Vesper Sr.

Warren M. Underwood

D. J. Woodard

Lee Johnson

Leo M. Lucier

EMPLOYER TRUSTEES:

Thomas Cleary

Jerome M. Rudiger

Thos. H. Vitaich

Joseph M. McLaughlin

Lloyd [illegible]

NO. 3 AMENDMENT TO
DECLARATION OF TRUST
providing for establishment of
SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
and
FOOD EMPLOYERS PENSION TRUST FUND

RESOLVED:

THAT WHEREAS, KERN VALLEY PACKING COMPANY entered into a Collective Bargaining Agreement with Meat Cutters, Local 193 in Bakersfield, California, effective the 14th day of January, 1957, under which such employer was to make contributions to a pension trust fund in the same amount per employee as the contributions which have been made and which are being made by other employers to this trust fund, and

WHEREAS, the trust fund called for by such Collective Bargaining Agreement did not come into existence as a part of this trust until October 1, 1958, which was subsequent to the date of the retirement of one of the employees of such employer, and

WHEREAS, the employer immediately upon such employee's retirement commenced making payments to such employee in an amount equivalent to the sum which such employee would have been entitled to receive from this pension trust had the trust been set up at that time with respect to such employer and such local union, and

WHEREAS, it is necessary under the terms of the Collective Bargaining Agreement that such employee receive the pension benefits from this trust, and

WHEREAS, insofar as is known only one individual is or will be in the same situation as such employee referred to above,

NOW, THEREFORE, BE IT RESOLVED, that Claude Carter be, and he hereby is, defined as an employee under the said Declaration of Trust, and Section 3 of Article I of such Declaration of Trust is hereby amended so as to specifically include Claude Carter as an employee.

UNION TRUSTEES:

George P. Vey Jr.

D. H. Woodard

Warren M. Underwood

Glenn Gilmartin

Lee Johnson

EMPLOYER TRUSTEES:

Joseph M. McLaughlin

Jerome M. Rudigan

Thomas H. Vitaich

Thomas Kewane

DATED: December 15, 1958.

NO. 4 AMENDMENT TO
DECLARATION OF TRUST
providing for establishment of the
SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
and
FOOD EMPLOYERS PENSION TRUST FUND

RESOLVED:

THAT WHEREAS it is contemplated that this Trust and Plan will continue to operate indefinitely, although the obligation of the employers to make contributions is established by Collective Bargaining Agreements, and is, therefore, subject to negotiations between the employers and the unions at the time of various contract re-openings; and

WHEREAS, the above facts are not clearly stated in the Declaration of Trust establishing the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund,

NOW, THEREFORE, BE IT RESOLVED that the following sentence be added to Section 6 of Article I of said Declaration of Trust:

> "It is contemplated that this Plan will continue to operate indefinitely, although the obligation of the employers to make contributions thereto is established by Collective Bargaining Agreements, and is, therefore, subject to negotiations between the employers and the unions at the time of expiration or re-opening of the said Collective Bargaining Agreements, as provided for in such Agreements."

UNION TRUSTEES:	EMPLOYER TRUSTEES:
George P. Vest Jr.	Joseph M. McLaughlin
Warren M. Underwood	Jerome M. Budinger
Harold Woodard	Thomas H. Vitaich
Geo. M. Swan	Thomas C. Ware
Lee Johnson	Robert L. Gist

Dated: Mar. 4, 1959.

NO. 5 AMENDMENT TO
DECLARATION OF TRUST
providing for establishment
of the
SOUTHERN CALIFORNIA MEAT CUTTERS UNIONS
and
FOOD EMPLOYERS PENSION TRUST FUND

RESOLVED:

THAT pursuant to the authority given the undersigned, as Trustees of the above-named Pension Trust Fund, under Section 1 of Article VI of the Declaration of Trust, the undersigned, as Trustees, do hereby amend the first paragraph of Section 1 of Article II of said Declaration of Trust to read as follows:

> **"Section 1, Board of Trustees.** The administration of the Trust Fund shall be vested in a Board of Trustees consisting of twelve persons, all of whom reside within the geographical jurisdiction of the Unions signatory hereto, six of whom shall be Employer Trustees and six of whom shall be Union Trustees. The Corporate Co-Trustee shall assist the Trustees and shall have such functions as are herein provided."

BE IT FURTHER RESOLVED:

THAT Section 1 of Article I of said Declaration of Trust be amended by inserting "193" immediately following the word "Locals" on the third line in said Section 1 of Article I.

UNION TRUSTEES:	EMPLOYER TRUSTEES:
Geo. M. Larsen	Thomas H. Vitalich
Warren M. Underwood	Thomas Ward
George P. Vaughn Jr.	Lowell X Hoff
Harold Woodard	Joseph M. McLaughlin
Lee Johnson	Jerome M. Budinger

DATED: March 31, 1960.

BLS 2453a - 6764

Budget Bureau No. 84-R003.11
Approval expires March 31, 1967

JUN 29 1965

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

June 17, 1965

RECD JUN 25 1965

Amalgamated Meat Cutters
Local #439
42 E. Walnut Street
Pasadena, California

Dear Sir:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Food Employers Council, Inc. Los Angeles, California (Retail Meat Industry)	Amalgamated Meat Cutters Local #439	2,083

6178-0016022F015-01