

LOCAL 115 RETAIL AGREEMENT

THIS AGREEMENT, made and entered into this day of October, 1959, by and between hereinafter known as the Employer, and BUTCHERS' UNION, LOCAL 115, of the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F.L.-C.I.O., hereinafter known as the Union.

WITNESSETH:

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

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

C. Employment

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

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

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

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

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

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

D. Discharge

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

Section (b) Before an Employee is discharged he shall receive written warning of unsatisfactory conduct and a copy of such notice shall be sent to the Union. The Employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. The notice and warning required by this Section

ARTICLE I

Jurisdiction

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

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

ARTICLE II

A. Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement working in the retail markets of the Employer in the City and County of San Francisco, Southern Marin County, and in the towns of Daly City, Colma, Brisbane, South San Francisco and Sharps Park.

B. Union Security

Section (a) Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Article shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union or shall, within a period of thirty (30) days become a member of the Union; provided, if permitted by state or federal law — whichever is or may be applicable, a person must be or become a member of the Union within the minimum period permitted or which may be permitted under the applicable law.

Section (b) The Employer shall discharge every person who has failed to comply with the provisions of Section (a) of this Article II-B immediately upon notice of such non-compliance and further agrees not to again employ or re-employ any person so discharged until he is a member of the Union.

need not be given to Employees discharged for dishonesty, insobriety, gross insubordination, fighting on the job, or malicious destruction of property.

Section (c) Any Employee claiming unjust dismissal, demotion or suspension shall make his claim therefor to the Union within ten (10) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an Employee has been disciplined unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was suspended, demoted or dismissed. Investigation of any claims shall be made within ten (10) days of the making of such complaint by the Employee.

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

ARTICLE III

Hours

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

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

Section (c) Individuals hired for steady full-time employment on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, as hereinafter set forth, provided they are scheduled to work at least five (5) consecutive scheduled working days. In the event such Employee works less than five (5) days after having been hired for steady full-time employment as above set forth, then and in that event, he shall receive the rate of an Extra Journeyman Meat Cutter rather than that of a Journeyman Meat Cutter for such period.

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

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

Section (f) One full uninterrupted hour shall be given as a meal period and no Employee shall work longer than five (5) hours without a meal period except as provided in Sections (k) and (1) of this Article III.

Section (g) Time spent in store meetings or in meetings called by the Employer, before or after the day's work, shall be considered as time worked and shall

be paid for in accordance with the provisions of this Agreement.

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

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

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

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

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

Section (1) On Sundays and Holidays in self-service markets, where only one Employee is performing work covered by this Agreement, he shall be provided with a full, uninterrupted hour off for lunch and the meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and Holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Section (k) of this Article III.

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

ARTICLE IV

Overtime

Section (a) All work performed in excess of eight (8) hours in one (1) day, or on the sixth day worked in a calendar week, shall be paid for at the overtime rate, which shall be one and one-half (1½) times the Employee's regular straight time hourly rate of pay as set forth in Article VIII hereof. No Employee shall work seven (7) days in a calendar week.

Section (b) Work performed on Sunday or a Holiday shall be paid for at two (2) times the regular straight time rate of pay and time worked in excess of eight (8) hours on such Sunday or Holiday shall be paid for at two and one-half (2½) times the regular straight time rate of pay. Employees working on Sunday shall

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

Section (c) Employees who are scheduled to work a regular eight (8) hour shift which commences before 8:00 A.M. or ends after 6:00 P.M. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two dollars (\$2.00) shift premium required in Article III, Section (d), of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 8:00 A.M. and 6:00 P.M. on any day and who are required to work in excess of such eight (8) hours after 6:00 P.M. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two dollars (\$2.00) shift premium required in Article III, Section (d).

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

ARTICLE V

Travel Pay

Section (a) If an Employee is required by the Employer to travel between markets during the course of his work day, he shall receive:

1. Payment at his regular rate of pay for the time of travel;
2. Mileage allowance at eight cents (8¢) per mile, or bus or taxi fare between markets, depending on the method specified by the Employer;
3. Reasonable out-of-pocket expenses such as bridge tolls and parking charges; and
4. Mileage allowance or fare as specified in Subsection (2) of this Article V, Section (a), consisting of the difference between the distance from his home to the market of his regular assignment, and the distance from his home to the market at which he completes his shift.

Section (b) If an Employee is moved by the Employer from one market to another on a temporary assignment he shall receive:

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

Section (c) If an Employee is scheduled to work in a different market on different days in any one week, he shall receive:

1. Mileage allowance at eight cents (8¢) per mile, consisting of the difference between the market of his last regular assignment and such other market; and
2. Reasonable out-of-pocket expenses such as bridge tolls and parking charges. The provisions of this Section (c) shall not be applicable to an Employee who was, at the time of his initial employment, so employed.

ARTICLE VI

Holidays

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

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

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

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

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

ARTICLE VII

Vacations

Section (a) All regular full-time Employees shall be entitled to receive one (1) week's (five (5) days') vacation with pay after the first year of service, provided that such Employees have been in the employ of the Employer for not less than one (1) year at the time such vacation is granted. All regular full-time Employees shall be entitled to receive two (2) weeks' (ten (10) days') vacation after the second year of service, and three (3) weeks' (fifteen (15) days') vacation after the fifth year of service.

In addition, effective January 1, 1961, all regular full-time Employees shall be entitled to receive four (4) weeks' (twenty (20) days') vacation after the eighteenth (18th) year of service.

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

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

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

Section (e) The principle of seniority shall be observed in the choice of vacation periods and the vacation schedule shall be posted sixty (60) days prior to said Employee's vacation period. The Employer shall reserve the right to designate the number of Employees that may be on vacation at any one time.

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

After six months.....1/12 of 1 week's pay per month
After one (1) year.....1/12 of 1 week's pay per month
After two (2) years.....1/12 of 2 weeks' pay per month
After five (5) years.....1/12 of 3 weeks' pay per month

Effective January 1, 1960 such prorated vacation pay shall be as follows:

After six (6) months.....1/12 of 1 week's pay per month
 After twelve (12) months.....1/12 of 1 week's pay per month
 After eighteen (18) months.....1/12 of 2 weeks' pay per month
 After two (2) years.....1/12 of 2 weeks' pay per month
 After three (3) years.....1/12 of 2 weeks' pay per month
 After four (4) years.....1/12 of 3 weeks' pay per month
 Effective January 1, 1961
 After eighteen (18) years.....1/12 of 4 weeks' pay per month

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

ARTICLE VIII

Wages

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

	Effective — 10-4-59	10-2-60
(1) Head Meat Cutter.....	\$129.40	\$136.40
(2) Journeyman Meat Cutter.....	119.40	126.40
(3) Drivers in Retail Markets.....	104.40	111.40
(4) Wrappers, Cashiers, Delicatessen Workers, 1st 60 days (Conventional and Self-Service).....	86.00	91.00
Thereafter	99.00	104.00
Demonstrators	99.00	104.00
EXTRA MAN'S pay (per day 8 hours)		
(5) Extra Head Meat Cutter.....	28.20	29.60
(6) Extra Journeymen Meat Cutters..	26.20	27.60
(7) Extra Wrappers, Cashiers, Delicatessen Workers, (Conventional and Self-Service)	21.65	22.65
(8) Demonstrators	21.65	22.65
(9) Clean-up Boy (Per Hour) (Clean-up boys are those who clean up a market for a Butcher. These boys are not to handle meat or wait on trade)	1.80	1.82½
(10) Apprentices, Retail Markets		
Apprentices, 1st Six Months.....	85.98	91.38
Apprentices, 2nd Six Months.....	93.60	99.49
Apprentices, 3rd Six Months.....	102.30	108.71
Apprentices, 4th Six Months.....	111.00	118.00
Apprentices, after 2 years (Journeyman Rate)		
(11) Market Manager (Fish).....	119.00	126.00
(12) Journeyman Fish & Poultryman..	109.00	116.00
(13) Fish & Poultryman driving truck five or more hours & also doing inside work	99.00	106.00
(14) Apprentices: 1st 6 months.....	75.75	81.10
2nd six months	83.43	89.21
3rd six months	92.22	98.61
4th six months	101.00	108.00
Thereafter, Journeyman Rate.		
EXTRA HELP (Per 8 Hour Day)		
(15) Extra Market Manager.....	28.05	29.45
(16) Extra Journeyman, Fish & Poultry	26.05	27.45
(17) Wrappers, Cashiers, & Hostesses	86.00	91.00

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

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

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

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

ARTICLE IX

Apprentices and Wrappers

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

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

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

Section (d) Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote their decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

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

ARTICLE X

Superannuated Employees

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

ARTICLE XI.

A. Health & Welfare

The Agreement entered into this..... day of, 1957, by and between, hereinafter known as the Employer and Local of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, hereinafter known as the Union;

WITNESSETH:

WHEREAS, the parties hereto have entered a Collective Bargaining Agreement effective during the period beginning October 1, 1956, to October 1, 1959, both inclusive, and year to year thereafter unless reopened in accordance with the provisions of said Agreement, and

WHEREAS, the parties are desirous of setting forth clearly their understanding with reference to the Health and Welfare contributions of Employers from and through which Employee benefits are to be provided and maintained;

NOW, THEREFORE, it is mutually understood and agreed that:

(1) The Employer shall pay \$10.18 per month for each eligible Employee to Blue Shield-California Physicians' Service for the purpose of providing and maintaining Health and Welfare benefits and Life Insurance

for said Employees as provided for and in accordance with the existing Trust Agreement to which the parties hereto are parties.

(2) Effective as of March 1, 1957, the Employer shall pay \$11.76 per month for each eligible Employee (an Employee becomes eligible on the first day of the calendar month immediately following the month in which he completes 80 hours of work in such employment for one Employer participating in the Trust) into a Health and Welfare Plan to be selected and contracted for by the Trustees, under a Trust to be established hereunder and pursuant hereto. Said Plan to provide Health and Welfare benefits and Life Insurance for said Employees in accordance with the terms of said Trust Agreement.

(3) That in receiving and accepting said contributions as aforesaid, Blue Shield-California Physicians' Service shall receive and accept all of said contributions as agent for the said Trust and for the account of said Trust, it being understood however, that Blue Shield-California Physicians' Service shall apply the proper proportion of each monthly contribution in payment of their own dues and charges and remit the required Life Insurance premiums to West Coast Life Insurance Company. In remitting to West Coast Life Insurance Company, Blue Shield-California Physicians' Service shall act as the agent of the said Trust and West Coast Life Insurance Company shall receive and accept all such payments so made to it as having been made by and for the account of the Trust.

(4) The total amount due and owing by the Employer for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. The Employer agrees to abide by such rules as may be formulated by the Trustees of the Trust to be established hereunder to facilitate the prompt and orderly collection of such amounts, paid on account of and for the benefit of the Employees. Failure to make the payment herein provided within the specified time shall be a breach of this Agreement.

It is further understood that the Employers' monthly contribution of \$11.76 for each eligible Employee shall not be increased for a period of three (3) years from and after March 1, 1957.

(5) The Union, with the consent of the Employers, does hereby elect to have sick benefits paid to eligible persons out of the Trust Fund in a manner, form, amount and to the extent decided upon by the Trustees, and the Trustees shall pay sick benefits as contemplated herein. The determination as to eligibility of any person to receive any such sick benefits shall be decided by the Trustees under rules and regulations formulated and adopted by them. Said Trustee may change, alter or amend any such rules or regulations at any time, and from time to time, as they may, in their discretion decide. Any such determination made by the Trustees shall be binding upon the parties hereto and the Employees. No Employee shall have any vested interest in or contractual right to receive sick benefit payments from the Trust Fund, but shall have the right to receive and retain any such sick benefit payments as the Trustees may from time to time decide should be paid and are actually paid.

(6) The sick benefit payments hereinabove mentioned can, may, and should be made first out of the Trust Fund of the Trust heretofore existing and into which experience rating insurance refunds payments have been made in the past or may be made in the future. Sick benefit payments may also be made from the Trust to be established hereunder and pursuant hereto, it being understood, however, that all experience rating insurance refunds which may accrue and are payable on or after March 1, 1958, shall and must be paid into the Trust to be established hereunder and pursuant hereto.

(7) In addition to the payment of sick benefits and other Trust expenses, either or both of said Trusts may pay out of the said Trusts any additional insurance premiums which may be required to substantially maintain the Health and Welfare benefits currently being

provided to eligible Employees. In the absence of special circumstances indicating otherwise, it is the intention and desire of the parties hereto that the funds of the Trust heretofore existing be first used for the payment of sick benefits and/or additional insurance premiums in order to accelerate the exhaustion of the funds in said Trust and make feasible the termination of the Trust.

(8) While the parties recognize that for a time two Trusts will be in existence, it is intended that when, and as soon as circumstances reasonably permit, the Trust heretofore in existence will be terminated in favor of the Trust, to be established hereunder and pursuant hereto. If and when the Trustees of the Trust Fund heretofore existing are advised by counsel that said Trust Fund can be legally and properly terminated and should be terminated, then steps shall be taken to terminate said Trust in a manner and form and on the basis outlined by counsel; and all of the then remaining net assets, if any, of said Trust shall be transferred to the Trust to be established hereunder and pursuant hereto. The parties hereto agree to immediately join as parties in a new Trust and Fund contemplated hereunder and agree to take any and all steps that may be necessary or advisable to bring about the fulfillment of their intentions and the objectives sought.

THIS AGREEMENT, having to do with Health and Welfare contributions shall supersede any and all prior understandings on that subject had between the parties hereto and shall be and become a part of the Collective Bargaining Agreement as aforesaid as fully as though incorporated therein.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day of, 1957.

Employer:

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Union:

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Commencing March 1, 1960, the amount payable per month specified in this Article XI-A, Section (2), shall be increased to \$16.00 per month and such amount shall not be further increased during the life of this Agreement.

B. Sick Leave

Section (a) All Employees shall be entitled to three (3) days' sick and accident leave with pay after the first six (6) months of service with the Employer, three (3) additional days after the second six (6) months of such service and six (6) days annually for each year thereafter. Unused sick and accident leave which accrued on or after October 1, 1955 shall be cumulative to a maximum of thirty (30) days.

Section (b) An Employee who is collecting unemployment compensation, disability benefits or workmen's compensation temporary disability benefits, or both, shall not receive sick and accident benefits as provided herein; provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than the amount of the sick and accident benefits provided herein for such period, such Employee shall receive sick and accident benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal the amount of sick and accident benefits he would have otherwise received as provided herein.

Section (c) If an Employee is sick beyond the period of time for which he is entitled to sick leave benefits

under this Agreement, then the Employer shall continue to pay him the amounts of sick leave benefits heretofore withheld because of such State or private carrier or self-insured plan payments.

Section (d) All sickness and accident benefit payments due under Section (b) of this Article in excess of five (5) days shall accrue and be payable when the Employee returns to work, is released by the Doctor or when such State or private carrier or self-insured plan payments cease.

Section (e) A day's sick and accident benefit shall mean a day's pay at the rate in effect at the time the Employee qualified to receive the sick and accident benefit, and may actually be spread over more than one (1) day to integrate with other payments contemplated in Section (b) of this Article.

Section (f) The Employer shall reserve the right to request the Employee to produce a medical doctor's certificate verifying the fact of such illness.

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

Section (h) An Employee who is injured on the job and does not complete that day's work and is not permitted to return to work by a licensed medical doctor shall receive pay for the entire workday and such pay shall not be charged against sick and accident leave.

C. Pensions

Section (a) Effective July 1, 1957, the Employer agrees to pay the sum of 10¢ per hour per employee per straight time hour worked on and after July 1, 1957, into a Pension Plan subject to the following conditions:

1. The employer contribution of 10¢ per hour per straight time hour shall not be increased for a period of five (5) years from and after July 1, 1957.
2. The parties agree that a Joint Pension Committee shall be appointed promptly for such purpose of establishing the Pension Plan and such committee shall consist of six (6) representatives selected from all of the employers with whom any of the unions in Northern California have an agreement providing for the establishment of a Pension Plan and to act on behalf of all such employers and six (6) representatives designated by all of the unions in Northern California who have an agreement with said employers providing for the establishment of a Pension Plan and to act on behalf of all such unions. The six (6) employer representatives and the six (6) union representatives may, if they desire, each select an attorney and an actuary to assist them in their work and the fee charged by such individual or individuals shall be paid out of monies which may subsequently be paid into said Pension Plan in accordance herewith.
3. The Joint Pension Committee shall meet within thirty (30) days from and after the date of the signing of this Agreement.
4. The type and form of pension plan and the Actual Plan together with all details in connection therewith, including, but not limited to the preparation of the Trust Agreement, shall be selected, developed and worked out by said Joint Pension Committee.
5. In the event that the Pension Plan has not been approved by the Department of Internal Revenue or for any other reason is not legally in a position to receive funds as of July 1, 1957, then, and in that event, the sum of ten cents (10¢) per straight-time hour per employee worked on and after July 1, 1957, shall be paid into an escrow account established with a bank to be designated by the Joint Pension Committee under proper escrow instructions, and shall be held in escrow until such time as said Pension Plan and Trust shall have been executed by said Joint Pension Committee

and accepted by the Employer and Union Trustees, at which time any such funds in said escrow account shall be transferred to said Pension Plan and Trust and shall become subject to the terms and conditions of said Pension Plan and Trust Agreement.

6. Time paid for but not worked, such as Holidays, sick leave and vacation time, shall be considered as time worked for the purpose of this paragraph.

Section (b) The total amount due for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

D. Jury Duty

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

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

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

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

E. General Benefits

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

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

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

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

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

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

ARTICLE XII

Seniority

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

ARTICLE XIII
Grievance and Arbitration

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

Section (c) Seniority shall be by classification.

Section (d) The Employer agrees that Employees laid off and not terminated for cause (dishonesty, insubriety, gross insubordination, fighting on the job, or malicious destruction of property) shall have seniority rights on layoff, rehiring for extra and/or steady jobs subsequently available with the Employer, prior to the hiring of any new Employees.

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

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

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

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

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

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

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

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

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

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

Section (b) Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within five (5) business days shall be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within a period of five (5) days from the date the controversy is presented for adjustment.

Section (c) In the event that any dispute submitted to this Board of Adjustment cannot be settled within five (5) days, the issue in dispute shall be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than thirty (30) days after the dispute was first taken up with the other party, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within thirty (30) days, the allegations shall be deemed to have been admitted and proved. Such impartial arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His decision on any matter submitted to him shall be final and binding on both parties to this Agreement. In the event an arbitrator is used, the cost of the arbitrator shall be borne equally by the parties involved.

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

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

ARTICLE XIV
Union Affairs

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

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

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

ARTICLE XV

Working Conditions and Safety

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

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

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

ARTICLE XVI

Separability

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

ARTICLE XVII

Unfair Products

Section (a) The Local Union shall have sole jurisdiction insofar as the handling of products declared by it, or by any organization with which it is affiliated, to be unfair, provided that such action shall only be taken and done pursuant to the regulations of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Western Federation of Butchers.

Section (b) It is agreed that advance notice of any action to be taken with respect to any such unfair product shall be given to the Employer or his duly appointed representative at least seventy-two (72) hours before any action is taken and no action will be taken with respect to any product on hand which is declared unfair during such seventy-two (72) hour period.

ARTICLE XVIII

Kosher Markets

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

ARTICLE XIX

Transfer of Ownership

Section (a) In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation of law, the Employer shall immediately pay off all obligations, including accumulated wages,

pro rata of earned vacations, sick and accident benefits, accumulated prior to the date of the change of ownership.

Section (b) If any owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer, and, in the event the seller or transferor fails to pay his obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he had been the Owner or Employer from the beginning.

ARTICLE XX

Extension and Scope

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

Section (b) This Agreement shall remain in full force and effect from the first day of October, 1959, to and including the first day of October, 1961, and shall be automatically renewed from year to year thereafter unless either party at least sixty (60) days prior to October 1, 1961 or at least sixty (60) days prior to October first of any succeeding term, shall notify the other party in writing of its intention and desire to change, modify or terminate this Agreement. It is further agreed that when any sixty (60) day notice of intention to reopen this Agreement is served by one party signatory hereto upon the other party, the terms of the new proposal or proposals shall be submitted by the party re-opening said Agreement at least forty-five (45) days prior to the anniversary date of October first and the other party shall submit his proposals thereafter, at least thirty (30) days prior to the anniversary date of October first.

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

FOR THE EMPLOYER:

FOR THE UNION:

