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RETAIL DISTRIBUTION AGREEMENT

THIS AGREEMENT entered into on the 18th day of December, 1964, by and between the undersigned Employer, and Butcher Workmens' Union Local No. 229 of the Amalgamated Meat Cutters and Butcher Workmen of North America, State Branch, Western Federation of Butchers of California, hereinafter referred to as the Union. The purpose of this contract is to establish wages and working conditions which are fair and equitable to the employees represented by the Union as bargaining agent, and their Employers.

SECTION I - UNION RECOGNITION

The Employer recognizes Butcher Workmens' Union Local No. 229 as the sole and exclusive collective bargaining agency for all classifications of employees hereinafter listed in Section VII for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION II

1. Union Security

(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-one (31) days become a member of the Union.

(b) The individual Employer shall discharge every person who has failed to comply with the provision of sub-division (a) of this Section within seven (7) days upon written notice of such non-compliance.

(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.

2. Employment

(a) The individual Employer shall retain full freedom to employ, reject and discharge any person who is referred for or employed in work covered by this Agreement, subject to the provisions of this Agreement; provided, however, that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

(b) The Union shall maintain an open and non-discriminatory hiring hall.

(c) Each person desiring employment shall register between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, through such hiring hall by appearing personally or by telephone (if such person resides in the geographical area of the Union) and by indicating his name, address, telephone number, Social Security Account Number, qualifications and employment desired. Each such person shall be listed by the Union forthwith numerically in the order in which he registers.

(d) All individual Employers shall contact the hiring hall and submit orders, indicating the number of persons desired, qualifications of each person desired, the location of the store, the reporting date and time, the Employer representative to be contacted and the estimated duration of employment.

(e) If the Union is unable to refer the persons desired within twenty-four (24) hours after submission of such order, the individual Employer may procure additional employees up to the desired number from any other source or sources; provided, however, that the individual Employer shall immediately notify the Union of the name, address and Social Security Account Number of the employee procured from such other source, the date of employment, and the location where he is employed. In the event of an emergency or the hiring hall being closed the Employer need not comply with the twenty-four (24) hour period and may hire a temporary employee for up to two (2) days.

(f) Persons shall be referred in the order in which they are registered, if their registration indicates they are qualified for and desirous of taking such referral, subject to the following order of priority:

- (1) Individual persons requested by the Employer by name.
- (2) Persons who within three (3) years immediately preceding the job order performed work covered under and within the geographical area of this Agreement.
- (3) Other persons in the order of their registration.

(g) "Available for employment" shall mean that all unemployed persons eligible for referral shall be present at the hiring hall during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area, or due to extenuating circumstances, cannot be personally present.

(h) Dispatching hours shall be from 9:00 a.m. to 3:00 p.m. daily (Saturdays, Sundays and recognized holidays excluded).

(i) Each person, upon being referred, shall receive a referral slip to be transmitted to the Employer representative at the store, indicating the name, address, Social Security Account Number, type of work, date of proposed employment and date of referral.

(j) To insure the maintenance of a current registration list, all persons who do not re-register within the calendar week following their previous registration shall be removed from the registration list. If such persons re-register pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of this Article.

(k) Individuals shall be eliminated from the registration list for the following reasons:

- (1) Dispatched to a job--except that any individual who is rejected by the Employer or who fails to complete two consecutive full days' work shall retain his position on said list.
- (2) Failing to accept suitable employment one (1) time during the current week at time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him.
- (3) Unavailable for employment two times during the current week.
- (4) Any person dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers during such week.

(1) The individual Employer shall notify the Union of the name, address, Social Security Account Number and classification of every person who is employed in, rejected for or discharged from work covered by this Agreement, together with the date of such employment, rejection or discharge and the location of the place or prospective place of employment. Whenever a person is rejected for or discharged from such work, the individual Employer shall notify the Union of the reason or reasons therefor. The notices required by this subdivision shall be made in writing within forty-eight (48) hours after such employment, rejection or discharge, as the case may be.

3. Posting

A copy of this Article shall be posted in the hiring hall, the principal employment office of the individual Employer and at each of his stores covered by this Agreement. The individual Employer shall be responsible for posting in his principal employment office and at each of his stores. The Union shall be responsible for posting in the hiring hall.

4. The Union and the Employer will continue their policies of non-discrimination because of race, color, religious creed, national origin or ancestry, in the recruiting, hiring, promotions, and the establishment and operation of apprentice training programs.

SECTION III - JURISDICTION OF MERCHANDISE DISPLAYED AND SOLD

(a) All fish, poultry, rabbits, meat and/or kindred products, fresh or frozen, cooked or uncooked, except as hereinafter provided, shall be displayed, handled, and sold under the jurisdiction of Local No. 229 by Journeymen Meat Cutters under the terms and conditions contained in this Agreement. Whenever any of the above designated products and merchandise is being offered for sale at least one employee classified as a Head Meat Cutter or Journeyman Meat Cutter, an employee covered by this Agreement, shall be on duty, except during the lunch periods in markets where only one Journeyman is on duty, said lunch period not to exceed one hour in length. In such case no relief is to be provided. All sales of products enumerated immediately above shall be credited to the meat department and/or division of the undersigned Employer. All meat products enumerated immediately above shall be cut, prepared, and fabricated on the Employer's premises or immediately adjacent thereto so as to enable said Employer to effectively supervise such operation and conduct the same under sanitary conditions. 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 by employees covered by this Agreement, and all sales shall be credited to the meat department and/or division of the undersigned Employer. With regard to luncheon meats, pre-sliced bacon, dissected and prefabricated fowls, ground beef and pork sausage in visking casings, fish, rabbits and/or frozen packaged meat, which pursuant to current custom and practices are presently prefabricated, pre-dissected and pre-cut, said products need not be cut on the premises, but all of the above products will likewise be handled and sold by employees covered by this contract, and the sales thereof shall likewise be credited to the meat department and/or the division of the undersigned Employer.

(b) All cooked or pre-cooked meats, and all ground, seasoned and/or smoked meats or combinations of such meat products, whether in bulk or packaged form, which by usage and practice have been and are customarily recognized as delicatessen items and merchandise, shall be displayed, handled and sold under the jurisdiction of Local No. 229. All sales of delicatessen merchandise enumerated immediately above shall be credited to the meat department and/or division of the undersigned Employer.

(c) All fish, poultry, rabbits, meat, and its kindred products, whether fresh or frozen, which is displayed and sold from refrigerated self-service cabinets or other self-service containers, shall either have the purchase price thereof collected by a checker employed under the terms of this contract, or if the purchase price of such items is collected by others, shall have affixed to each said item by an employee under the terms of this contract serially numbered duplicate price tags, one of which shall be separated from the item at the time the Employer receives the purchase price therefor from the purchaser. These price tags shall be transmitted daily by the Employer to the Head Meat Cutter in the Employer's Meat Market Department and/or Division, and the same shall constitute a final record as to Local Union No. 229 and the Employer, of all items displayed and sold out of said meat department and/or division, and particularly from refrigerated self-service cabinets. Said sales shall be credited to the retail meat department and/or division. Provided, however, that so long as not less than thirty-three and one-third per cent (33-1/3%) of all employees performing the functions of a Checker are employed under the terms of this contract, those terms and conditions of Sub-section (c), Section III, set forth immediately above, relating to the collection of the purchase price of refrigerated self-service cabinet or other self-service container merchandise by a Checker employed under the terms of this contract, and/or the tagging of such merchandise with duplicate price tags by an employee under the terms of this contract, shall become and remain inoperative. Should either of the devices mentioned above be unsuited to the undersigned Employer's business, the parties hereto agree to immediately meet and negotiate a provision similar to them, which is adapted to the type of business being conducted by the undersigned Employer.

It is agreed with regard to Section (c) above that if a cash register meat key or adding machine tape is used for accounting purposes in crediting the above enumerated products listed in Section (c) this method of accounting will suffice in lieu of Section (c).

SECTION IV - SICK LEAVE

(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 shall be accumulative to a maximum of thirty (30) days. There will be one (1) day waiting period on an illness which is less than four (4) days duration, however any illness which is for a period of four (4) days or longer shall require no waiting period and sick leave shall be paid from the first day. In the case of accident on the job, no waiting period is required and sick leave shall be paid from the first day, except as otherwise provided in Section IV (c) of this agreement.

(b) On the day on which an employee becomes eligible for Unemployment Compensation Disability or Disability Benefits, then sick leave payments as provided for herein shall be withheld pending a determination as to the amount of Unemployment Compensation Disability or Disability Benefits which the employee will receive. When such determination has been made then the employee will receive that amount in sick leave payment which, together with his Unemployment Compensation Disability or Disability payments will equal his regular daily straight time salary. Such sick leave payments will continue until the total accumulated sick leave as transformed into a money equivalent has been exhausted. In the event that an employee has filed an application under Workmen's Compensation and pending the adjudication of the application he is denied benefits, then sick leave shall be paid in full.

(c) The Employer shall reserve the right to require the employee to produce a medical doctor's certificate verifying the fact of such illness.

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

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

SECTION V - DESIGNATED HOLIDAYS

(a) 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 and Christmas Day. No employee shall be required to perform any work on the observed holiday for New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day. In order that a regular, full time employee be paid for the holidays listed above he is required to work his scheduled work day prior to the holiday and his scheduled work day after the holiday. The above listed holidays shall likewise be paid to any part time employee who works four (4) days during the holiday week. In no case shall holiday pay be granted unless the employee worked during the holiday week except as elsewhere provided.

(b) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. A holiday week, that calendar week in which a holiday falls, 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 overtime, and shall be paid for at the rate of time and one-half (1-1/2) straight time rate of pay of the employees involved. All work performed on a holiday shall be paid for at the rate of two (2) times the regular rate of pay of the employee involved, over and above their weekly salary.

SECTION VI - VACATIONS

(a) All regular, full time employees shall be entitled to receive one (1) week (5 days) vacation with pay after the first year of service, provided 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 (10 days) vacation after the second year of service, and three (3) weeks (15 days) vacation after the fifth year of service. And, effective on and after November 2, 1965, four (4) weeks (20 days) vacation with pay shall be granted annually to each employee having twenty (20) or more years of service with his Employer.

(b) Vacation pay shall be computed on the basis of the total number of hours worked for the Employer during the fifty-two (52) weeks immediately preceding the anniversary date of the employee's employment, multiplied by the straight time pay for those hours.

(c) Whenever a holiday falls during the vacation period of an employee he shall at the option of the Employer be paid one day's additional holiday pay or shall receive an extra day of vacation with pay.

(d) The Employer granting such vacation benefits, after giving due consideration to the desires of the affected employee, relating to when he or she shall take his or her vacation, shall have the right and obligation annually to schedule and designate the particular week or weeks within any calendar year during which any qualified and eligible employee shall take his or her annual vacation leave and reduce accrued vacation rights and benefits to possession.

(e) Subject to Section (f) of this Section, upon termination of employment or change in ownership of a market the employees shall receive pro rated vacation as follows:

After six (6) months one-twelfth (1/12) of one (1) week's pay per month;

After twelve (12) months one-twelfth (1/12) of one (1) week's pay per month;

After eighteen (18) months one-twelfth (1/12) of two (2) week's pay per month;

After two (2) years one-twelfth (1/12) of two (2) weeks pay per month;

After three (3) years one-twelfth (1/12) of two (2) weeks pay per month;

After four (4) years one-twelfth (1/12) of three weeks pay per month;

After nineteen (19) years one-twelfth (1/12) of four (4) weeks pay per month.

(f) Pro rated vacation shall not be paid in case of discharge for dishonesty.

(g) A leave of absence not to exceed sixty (60) days, granted an employee by his Employer shall not interrupt the continuity of service for purposes of computing vacation eligibility and pay, but this time shall be considered as time worked by an employee. No employee shall be compelled to forego an earned vacation by an Employer. No employee shall be compelled to forego an earned vacation or accept vacation pay in lieu thereof without his and the Union's consent. In situations where an employee agrees to accept vacation pay in lieu of and to forego earned vacations, the same shall be payable to the employee immediately upon his becoming entitled thereto, and the Employer is to notify the Local Union No. 229 and verify said transaction.

SECTION VII - STRAIGHT TIME AND PREMIUM TIME

(a) Eight (8) hours in a period of nine (9) consecutive hours with one (1) hour off for a meal, shall constitute the basic, guaranteed work day. No employee will be required to work beyond five (5) hours without lunch during his regular straight time shift. Forty (40) hours consisting of five (5), eight (8) hour days shall constitute a basic guaranteed work week, Monday through Sunday, inclusive. There shall be no split shifts. For the purpose of clarification, a conventional work day shift is any eight (8) hour shift which begins on or after 8:00 a.m. and ends on or before 6:00 p.m. In the event an employee who begins work at 8:00 a.m. performs any work on said shift between the hours of 5:00 p.m. and 6:00 p.m., time and one-half is to be paid for said work. If said shift extends beyond 6:00 p.m. a Two Dollar (\$2.00) bonus is to be paid, in addition to the time and one-half for all work performed after eight (8) hours. An unconventional shift is eight (8) hours work performed within a span of nine (9) hours which is scheduled to begin prior to 8:00 a.m. or a shift which extends beyond 6:00 p.m. (Wrappers excepted).

(b) An employee working a conventional shift scheduled to begin at 9:00 a.m., but who works after 6:00 p.m. is to receive time and one-half for all work performed after 6:00 p.m., in addition to a Two Dollar (\$2.00) bonus for said shift. (Wrappers excepted).

(c) Any employee who may be required to work an unconventional eight (8) hour shift, Monday through Saturday, shall be paid a bonus of Two Dollars (\$2.00) above the regular eight (8) hours straight time pay. Any work performed beyond eight (8) hours in said shift shall be compensated for at the time and one-half rate, in addition to the Two Dollar (\$2.00) bonus. (Wrappers excepted).

(d) All employees required to perform a shift including Sunday shall receive two (2) consecutive days off. 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 following rates: Journeymen and Head Meat Cutters Fifty Dollars (\$50.00) per eight (8) hour shift; Meat Wrappers and Delicatessen Workers Forty-two Dollars (\$42.00) per eight (8) hour shift. There shall be no pyramiding of Sunday premium pay. A Sunday employee shall be permitted to work only five (5) days. No luncheon relief is required on Sunday where only one employee is on duty, however, the employee shall take off duty one full hour for lunch.

(e) All work performed on the sixth day shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay of the employee involved. No employee shall be required to work seven (7) consecutive days.

(f) Regular rates of pay shall mean the basic schedule of wages as set forth in this section of the agreement for regular work week or a holiday work week, whichever applies.

(g) Work performed on any non-mandatory holiday shall be at double time the regular rate of pay of the employee involved, plus eight (8) hours regular pay.

(h) Wrappers who are required to work after 6:00 p.m. or prior to 9:00 a.m. shall be paid a bonus of Twenty-five Cents (25¢) for each hour, or fraction thereof, worked after 6:00 p.m. or prior to 9:00 a.m.

(i) A Wrapper may take bell calls, weigh, price and wrap meat. In addition thereto a Wrapper may keep meat cases tidy. A Wrapper may also act as a Meat Demonstrator, but in no case may she stock fresh meat cases. A Meat Wrapper may also perform the duties of a Delicatessen Worker in a Delicatessen Department. A Delicatessen Worker may perform the duties of a Wrapper.

(j) Only in the event of an emergency are employees allowed to work beyond ten (10) hours in any one day and any work performed after the tenth hour shall be compensated for at two (2) times the straight time hourly rate, in addition to the Two Dollar (\$2.00) bonus and the time and one-half provisions for the ninth and tenth hours.

(k) All employees shall be paid weekly on the Employer's regularly scheduled pay day. Effective as of the dates listed, the following shall be the minimum regular straight time rates of pay for the several classifications of employees listed below for all work performed by them during the straight time span as hereinbefore defined:

| | <u>Effective and Retroactive to Dec. 18, 1964</u> | <u>Effective Nov. 1, 1965</u> | <u>Effective Nov. 7, 1966</u> |
|--|---|-----------------------------------|-----------------------------------|
| Meat Market Manager, Meat Market Owner or Head Meat Cutter, having five (5) or more regular, full time additional employees under him----- | \$161.00 | \$166.00 | \$171.00 |
| Meat Market Manager, Meat Market Owner or Head Meat Cutter, having less than five (5) regular, full time additional employees under him----- | 156.00 | 161.00 | 166.00 |
| Carcass Breaker, Boner----- | 145.00 | 149.00 | 153.00 |
| *Journeyman Meat Cutter----- | 145.00 | 149.00 | 153.00 |
| Apprentice Meat Cutters employed on or before December 18, 1964: | | | |
| 1st six (6) months----- | 102.00 | 105.00 | 107.00 |
| 2nd six (6) months----- | 117.00 | 120.00 | 122.00 |
| 3rd six (6) months----- | 126.00 | 129.00 | 131.00 |
| 4th six (6) months----- | 134.00 | 137.00 | 139.00 |
| After two years of service, the Journeyman Meat Cutter's rate-- | 145.00 | 149.00 | 153.00 |
| Apprentice Meat Cutters employed after December 18, 1964: | | | |
| 1st six (6) months----- | 94.25 | 96.85 | 99.45 |
| 2nd six (6) months----- | 101.50 | 104.30 | 107.10 |
| 3rd six (6) months----- | 116.00 | 119.20 | 122.40 |
| 4th six (6) months----- | 130.50 | 134.10 | 137.70 |
| After two years of service, the Journeyman Meat Cutter's rate-- | 145.00 | 149.00 | 153.00 |
| Extra or non-regular Journeyman Meat Cutters - eight (8) hours----- | 32.00 | 33.00 | 34.00 |
| Meat Wrapper: | | | |
| 1st three (3) months----- | 104.00 | 107.00 | 109.00 |
| 2nd three (3) months----- | 113.00 | 116.00 | 118.00 |
| Next six (6) months----- | 117.00 | 120.00 | 122.00 |
| After one (1) year----- | 122.00 | 125.00 | 127.00 |
| Extra or non-regular Meat Wrapper - eight (8) hours----- | 27.30 | 27.80 | 28.30 |
| Head Delicatessen Operator----- | 127.00 | 130.00 | 132.00 |
| Delicatessen Operator: | | | |
| 1st three (3) months----- | 104.00 | 107.00 | 109.00 |
| 2nd three (3) months----- | 113.00 | 116.00 | 118.00 |
| Next six (6) months----- | 117.00 | 120.00 | 122.00 |
| After one (1) year----- | 122.00 | 125.00 | 127.00 |
| Extra Delicatessen Operator - 8 hours----- | 27.30 | 27.80 | 28.30 |

*Journeyman replacing a Manager or on the Manager's day off shall receive the above listed manager's scales.

SECTION VIII - EMPLOYEES' PROTECTION

(a) No employee shall be required by the Employer to do any act which would be violative of any provision of Local, State or Federal laws respecting the preparation or packaging, handling or sealing of any type of meat, fish, delicatessen items, poultry or kindred products.

(b) 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.

(c) The Employer agrees that no employee shall be compelled or allowed to enter into any individual contracts or agreement with his Employer concerning wages, hours of work, representation and/or working conditions that provide less benefits than the terms and provisions of this Agreement.

SECTION IX - TRUST FUNDS

A. Benefit Fund

The Employer accepts the terms of the Trust Agreement creating the A.M.C. & B.W. Trust Fund Local No. 229 and by this acceptance agrees to become a party thereto.

The Employer designates the Employer Parties and Employer Trustees signatory to or serving under such Trust, his agent or agents to negotiate and enter into amendments to such Trust with the Union and Union Trustees.

The Employer and Union agree to continue in effect the existing San Diego and Imperial Counties Butchers' and Food Employers' Benefit Fund for the purpose of providing the existing benefits to eligible employees and dependents. The Trustees are authorized and directed to make such amendments to the existing Trust Agreement as may be necessary to effectuate the purpose of this Section.

1. Hospital, Medical and Death Benefits

In accordance with the agreement entered into December 18, 1964, the Employer agrees to pay to the Trust Fund the sum of Twenty-three Dollars and Ninety-three Cents (\$23.93) per month for each employee who worked eighty (80) or more hours during the preceding calendar month for the purpose of providing Hospital, Medical and Death Benefits for eligible employees and dependents. The first such payment shall be due as of December 1, 1964, for all employees who have worked the necessary number of hours during November 1964 to establish eligibility. Existing eligibility shall be maintained.

The Trustees are authorized and instructed to establish alternate choice programs of hospital and medical benefits under which an eligible employee will have the choice between (1) an indemnity program on either an insured or non-insured basis which shall provide benefits at least equal to those in effect during the month of October 1964, and (2) a pre-paid service program of hospital and medical benefits which shall be provided at an actuarially determined capitation rate not to exceed the cost of the indemnity program.

The contributions provided for herein shall cover all costs of the hospital and medical programs, including administration.

In the event that excess monies accumulate in the Trust as the result of these contributions and the effectiveness of the alternate choice program, the Trustees are further authorized to improve the benefits under the alternate programs based on the principles of actuarial soundness and comparable cost for each choice.

2. Dental Benefits

Employer agrees to pay to a separate account of the Trust Fund the sum of Two Dollars and Sixty Cents (\$2.60) per month for each employee who worked eighty (80) or more hours during the preceding calendar month for the purpose of providing dental care for eligible employees and their dependents. The first such payment shall be due as of December 1, 1964, for all employees who have worked the necessary number of hours during November 1964 to establish eligibility. Effective one year later the Employer agrees to increase his contribution to Five Dollars and Twenty Cents (\$5.20).

The Trustees are authorized and instructed to establish alternate choice programs of dental care under which an eligible employee will have the choice between (1) an indemnity program under which the Trust Fund will pay 75% of a schedule of allowances and (2) a pre-paid service program which shall be provided at an actuarially determined capitation rate not to exceed the cost of the indemnity program.

Eligibility rules shall be established by the Trustees and administration costs shall be paid out of the contributions specified herein.

3. Investment of Surplus Funds

To the extent that the Employer contributions specified above, combined with favorable experience and effective administration, result in the accumulation of surplus funds, the Trustees are authorized and instructed to invest such surpluses with the assistance of expert counsel and any interest or earnings from such investments shall be used to provide benefits and pay the administrative costs of the Fund.

B. Pension Fund

1. The Employer accepts the terms of, first, the Trust Agreement creating the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION TRUST FUND and, second, the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION PLAN, and by this acceptance agrees to become a party to each.

The Employer designates the Employer Parties and Employer Trustees signatory to or serving under those documents, his agent or agents to from time to time, negotiate and enter into amendments to said Trust and Pension Plan with the Union and Union Trustees.

The Employer agrees to continue in effect the existing San Diego and Imperial Counties Butchers' and Food Employers' Pension Plan for the purpose of providing existing benefits, and in addition thereto the benefit improvements which are specified below, and which are to become effective November 1, 1965:

- a. Reduction of normal retirement age from sixty-five (65) years to sixty (60) years;
- b. Reduction of early retirement age from fifty-five (55) to fifty (50) years;
- c. Increase value of past service credit from Two Dollars (\$2.00) to Three Dollars and Fifty Cents (\$3.50);
- d. Increase value of future service credit from Two Dollars and Fifty Cents (\$2.50) to Three Dollars and Fifty Cents (\$3.50).

To finance the above changes the Employer further agrees to increase the current contribution from Ten Cents (10¢) to Fourteen Cents (14¢) per straight time hour for hours worked commencing October 1, 1967.

2. Preservation of Pension Credits

An employee in the industry employed by an Employer pursuant to a collective bargaining agreement with Butchers Union Local No. 229, and who has acquired service credits under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund shall be entitled to preservation of such service credits under the following conditions:

- a. That he has earned service credits of at least twenty-four (24) months under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund.
- b. Provided such employee meets the requirements in (a) above, such employee on transferring to employment similar to that for which service credit would be earned under the San Diego and Imperial Counties Butchers' 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 San Diego and Imperial Counties Butchers' 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 San Diego and Imperial Counties Butchers' 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 San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund shall become vested and shall be preserved by this Trust.

- c. The rules and regulations, break in service rules, other pertinent provisions, amendments and regulations in connection with the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund shall apply to all persons affected by this resolution.

C. Rules Governing Both Health and Welfare and Pension

1. 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 be bound by such rules as may be established by the Trustees of each Trust to facilitate accurate reporting and prompt and orderly collection of such amounts. Failure to make the payments herein provided within the time specified shall be a breach of this contract.
2. The Trustees of the A.M.C. & B.W. TRUST FUND LOCAL #229 and the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION TRUST FUND may in their discretion consolidate so much of the administration of said Trusts as in their discretion they believe will promote operating efficiency. In the event of such consolidation, administrative costs, insofar as possible, shall be divided between the Trusts on a cost accounting basis. If the Trustees believe it is difficult or impractical to divide costs on such a basis, they are authorized to allocate Fifty Percent (50%) of the administrative costs incurred to each Trust.
3. The Trustees of the A.M.C. & B.W. TRUST FUND LOCAL #229 and the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION TRUST FUND are authorized 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 of contributions to the Funds. Contributions to the Funds shall be due on or before the date specified in this Agreement and shall be delinquent if not received by such date. The 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.

D. Time paid for but not worked, such as holidays, sick leave, jury pay, funeral leave and vacation time shall be considered as time worked for the purposes of this Section of the Agreement.

SECTION X - CHANGE OF OWNERSHIP

(a) In the event of a change of ownership of the operation, the Employer shall pay off all obligations regarding accumulated wages, pro rata of earned vacations or payments of sick and accident benefits accumulated prior to the date of the change of ownership.

(b) 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.

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SECTION XI - 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 interruption shall not be prohibited because of these established rest periods.

SECTION XII - CALL-IN PAY GUARANTEE

The Employer shall have the right to interview and reject any applicant for work that is not requested by name. Any person requested from the hiring hall by name shall be deemed hired upon his acceptance of the referral. Employees hired shall be put to work for the guaranteed period disclosed by the Employer's request and the provisions of Section VII of this Agreement.

SECTION XIII - APPRENTICE TRAINING

(a) In order to properly and fully train learners in the art of meat cutting, the span of control is fixed at one (1) apprentice to every four (4) journeymen or fraction thereof, and apprentices shall be employed in accordance with this formula. Markets employing less than four (4) journeymen may employ and train one (1) apprentice.

(b) 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 XIV - GENERAL PROVISIONS

(a) No employee shall be permitted to work in any market unless a suitable floor covering is placed over the floor wherever concrete or concrete substitute exist behind the counter.

(b) It is agreed that the Employer shall furnish the employees with coats, aprons, and towels, and shall have the same laundered at the Employer's expense. The Employer shall furnish suitable clothing to any employee who is required to work in walk-in coolers or freezers.

(c) It is agreed that an employee using his car at the direction of the Employer shall be compensated at the rate of Eight Cents (8¢) a mile for each mile traveled. Nothing in the above shall require the payment of mileage entailed for travel between an employee's residence and his regular place of work. (Regular place of work is defined as the regular store of employment or such other stores as may be in reasonable proximity of the employee's home. Twenty-five (25) miles will be regarded as reasonable).

(d) It is agreed in cases where a Delicatessen is operated jointly with the Meat Department at such times when a Journeyman Meat Cutter is on duty it will not be necessary to also have a Delicatessen Operator on duty at the same time.

(e) Paid absences from work, such as vacations, holidays, sick leave, Jury Duty and funeral leave, shall be considered as time worked for the purposes of this Agreement, but shall not be deemed as time worked for purposes of computing overtime.

(f) It is agreed that the Employer shall provide a Safety First Aid Kit in every market, containing proper supplies as listed in Exhibit I attached to this Agreement. Working conditions which the Union believes injurious to the health and safety of the employees shall be directed to the attention of the Employer. If such conditions are in violation of any State, Federal or local law or regulation they shall be immediately corrected. No employee shall be subject to discipline for refusing to use such faulty equipment. Employees shall be required to use safety equipment that is provided and any employee refusing or failing to fulfill this requirement may be subject to appropriate discipline including discharge.

(g) It is agreed that the Employer shall post a work schedule written in ink or typewritten form in each market, by 5:00 p.m. on Friday, designating the full name of each employee, the work days of each employee, and reflecting the starting and quitting time for the following week. Except in cases of emergency no change shall be made in such schedule without a forty-eight (48) hour notice to the employee involved. An emergency shall be defined as follows: Illness, injury on or off the job, Jury Duty, major mechanical breakdown and unanticipated absenteeism of other employees.

(h) 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 bonafide labor organization, but the Union shall in no manner, directly or indirectly, induce or encourage such refusal.

(i) Effective November 1, 1965, funeral leave pay shall become due and payable to an employee up to a maximum of three (3) conventional day shifts, 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 requested by the Employer.

(j) The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local #229; and whenever any particular Employer requests such a card, it shall be loaned to the Employer for display in his establishment. Thereupon such Employer agrees at all times to display it in a conspicuous place in full public view.

(k) It is the duty of all employees covered by this Agreement to familiarize themselves with the terms of this Agreement and 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. Space shall be provided in each Meat Department for the posting of this Agreement.

(l) New Methods

Notwithstanding anything to the contrary contained in this Agreement, 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 of such new methods and the matter of job classifications, wages, and/or the disposition of displaced employees shall become a matter for negotiation at least sixty (60) days prior to the installation of such new methods or displacement. At expiration of such sixty (60) 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.

Failure to Reach Agreement on New Methods

If agreement is not reached in such negotiations within a sixty (60) 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 (5) days, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) names from which one shall forthwith be selected as the neutral arbitrator by alternately deleting the 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 grievance provisions of this Agreement shall in no way affect or be applicable to the procedures and provisions of this paragraph or the preceding paragraph of this section.

SECTION XV - JURY PAY

(a) An employee serving on a Petit Jury, but not on a Grand Jury, shall receive the difference between jury pay and his regular daily straight time rate of pay for each day for which he serves on such jury duty, and which he would normally have worked. An employee shall be eligible for jury duty pay for only one (1) tour of jury duty during the life of this Agreement.

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

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

(d) Notwithstanding the scheduling provision contained in this agreement, the scheduled days off of an employee called for jury duty may be changed so that the employee reports for jury duty on his day off.

SECTION XVI - SENIORITY AND GRIEVANCES

(a) Seniority by classifications, including apprentices, shall be recognized and employees promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that 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 employees' former rating. It is agreed in case of lay-off, illness, injury or accident on or off the job, as well as pregnancy, seniority rights of an employee shall be retained for a period of nine (9) months from the date the employee left employment.

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

(c) Except in cases of dishonesty, intoxication or gross misconduct, before an employee is discharged, he shall receive a written warning of unsatisfactory conduct with a carbon copy to the Union. The employee receiving such warning shall be given a reasonable opportunity to rectify such conduct.

(d) No employee covered by this Agreement shall be suspended, demoted, or dismissed without just and sufficient cause. Any employee claiming unjust dismissal, demotion, or suspension shall make his claim therefor to the Union within three (3) days of such dismissal, etc., 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 and settlement of any claim shall be made within ten (10) days of the making of such complaint by the employee.

(e) Any and all controversies, including those listed in subsections (a), (b) and (c); and any other controversy involving the application and/or interpretation of this Agreement which cannot be amicably settled as hereinbefore provided, shall be immediately delegated to a Labor-Management Committee consisting of two (2) representatives appointed by the Union, two (2) representatives appointed by the affected Employer, and either party or both at this point may call on the Federal Mediation and Conciliation Service for a Conciliator, who shall act as an impartial individual and who shall serve as Committee Chairman. Each party shall memorialize the date and identity of the impartial individual thus selected as Committee Chairman. This Labor-Management Committee shall at once begin talking with the witnesses, and exploring the facts relating to the controversy.

Within thirty (30) days following the selection of the Committee Chairman, the full Committee must make a confidential report and recommendation for the disposition of the controversy, personally and respectively to the designated representative of the affected Employer, and to the Secretary of Local Union No. 229.

(f) On or after the thirtieth (30th) day following the selection of the Chairman of a particular Labor-Management Committee, either the Union or the affected Employer may demand that any issues unresolved by the affected parties and involved in the controversy be forthwith submitted for a final and binding decision by a single impartial arbitrator, after he has afforded the Union and the affected Employer a full hearing. Such an arbitration proceeding to finally determine unresolved issues may be initiated by either party directing a letter to the Federal Mediation and Conciliation Service with a copy to the other party, which requests this Service to supply a representative list of seven (7) impartial arbitrators. Immediately following the receipt of the list of impartial arbitrators, representatives of the Union and the affected Employer shall alternately strike from such list the name of an individual, until only the name of one impartial arbitrator remains thereon, who shall thus become the final arbitrator of the controversy. The cost of the services of the impartial arbitrator and any hearing room expense shall be borne equally by the Union and the affected Employer. The impartial arbitrator shall hear and finally determine said controversy within ten (10) days following his selection, unless the parties agree upon a more extended span of time. During the term of this Agreement and during the processing of a particular controversy through any or all of the grievance procedure steps set forth in subsections (a) to (f) inclusive of this Section XVI, neither party shall resort to or indulge in any strike, lockout, or other form of concerted or economic action against the other.

SECTION XVII - SAVING CLAUSE PROVISIONS

(a) This Agreement supersedes and nullifies any and all written or oral agreements entered into between the Union and the undersigned Employer.

(b) The provisions of the Agreement are deemed to be separable to the extent that if and when a Court of last resort adjudges any provisions 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 renegotiations and agreement on provision or provisions so invalidated.

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until the 1st day of November, 1967, and from year to year thereafter, with the proviso that should either party desire to change and/or terminate this Agreement it shall serve a written notice upon the other party of the proposed termination and/or modification not less than sixty (60) days prior to the 1st day of November, 1967, or any anniversary year after 1967.

EMPLOYER:

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA LOCAL NO. 229,
San Diego, California

By _____

By  _____

Financial Secretary Business Manager