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RETAIL DISTRIBUTION AGREEMENT



Butchers' Union #229

San Diego, California

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RETAIL DISTRIBUTION AGREEMENT

'THIS AGREEMENT' entered into on the 1st day of November, 1967, 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 Section 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 Section.

(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 (2) 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 sub-division 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 nondiscrimination 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 (1) Journeyman is on duty, said lunch period not to exceed one (1) hour in length. In such case no relief is to be provided. All meat prod-

ucts 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, loins and subprimals off the premises, but said primal cuts and subprimals shall be fabricated on the premises by employees covered by this Agreement. 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, predissected 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.

(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.

(c) It is agreed that products handled, displayed and sold by employees covered by this Agreement shall be separately accounted for by use of a meat and/or delicatessen key or adding machine tape on the cash register or in the Employer's accounting system.

SECTION IV—SICK LEAVE

(a) All employees shall be entitled to three (3) days sick and accident leave with pay after the first (1st) six (6) months of service with

the Employer, three (3) additional days after the second (2nd) six (6) months' of such service, and six (6) days annually for each year thereafter. Unused sick and accident leave shall be accumulated 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 (1st) day. In the case of accident on the job, no waiting period is required and sick leave shall be paid from the first (1st) day, except as otherwise provided in Section IV (e) 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 pay. 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, and that the illness or disability renders the employee unable to work.

(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, except as provided in Section IX, Paragraph E of this Agreement.

(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.

(f) Effective July 1, 1968, the provisions of this Section IV shall no longer be in force and effect and thereafter Local Union 229 shall become a party to the Supplemental Disability Benefit program established under the contracts with Local Unions No. 193, 421, 439, 551, 556 and 587. Unused sick leave accrued as of June 30, 1968, in excess of six (6) days shall be cancelled as of that date.

(g) Effective July 1, 1968, the Southern California Meat Cutters and Food Employers Benefit Fund shall assume responsibility for the payment of disability benefits, as provided in Section IX, Paragraph E, beginning with the first (1st) week of absence under the present benefit formula and consistent with the regulations concerning the payment of sick leave benefits already in effect under Article 11 and Paragraph E of Article 24 of the contracts with Local Unions 421, 439, 551, 556 and 587. Also, effective July 1, 1968, Employer obligations to provide sick leave benefits under this Agreement with Local Union 229 shall be terminated.

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 Labor Day. No employee shall be

required or permitted to perform any work on the observed holiday for Thanksgiving Day or 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 ($1\frac{1}{2}$) the 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 regular weekly pay.

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 with pay after the second (2nd) year of service, three (3) weeks' (15 days) vacation with pay after the fifth (5th) year of service, and four (4) weeks'

(20 days) vacation with pay after twenty (20) or more years of service with his Employer. And, effective on employee anniversary dates falling on or after January 1, 1969, four (4) weeks' (20 days) vacation with pay shall be granted to each employee having fifteen (15) or more years of service with his Employer.

(b) A week's vacation pay shall be computed on the basis of the average weekly 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 (1) 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 Paragraph (g) 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) weeks pay per month;

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

After eighteen (18) months one-twelfth (1/12) of two (2) weeks 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 (3) weeks' pay per month;

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

Effective on or after January 1, 1969, after fifteen (15) years one-twelfth (1/12) of four (4) weeks' pay per month.

(f) Effective November 1, 1967, steady extra employees shall be entitled to pro-rata vacation pay for each year on the anniversary date of their employment. For steady extra employees who have accumulated less than 4,160 hours of continuous employment, such vacation pay shall be pro-rated on a one (1) week basis. For steady extra employees who have accumulated 4,160 hours of continuous employment and less than 10,400 hours, vacation pay shall be pro-rated on the basis of two (2) weeks, and for steady extra employees who have accumulated 10,400 or more hours of continuous employment, vacation benefits shall be pro-rated on three (3) weeks' basis. For steady extra employees who have accumulated 41,600 or more hours of continuous employment, (effective on employees' anniversary dates on or after January 1, 1969, 31,200 hours of continuous employment), vacation benefits shall be pro-rated on a four (4) weeks' basis. Any steady extra employee whose employment is terminated prior to the accumulation of 1,040 hours of continuous employment shall not be entitled to any vacation benefits. In any event, a steady extra employee shall not be entitled to vacation pay unless he has worked at least thirty (30) days in any one (1) year of employment.

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

(h) A leave of absence not to exceed thirty (30) 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 Local Union No. 229 and verify said transaction.

(i) Additional pay based on industry experience shall be provided in accordance with the provisions of the Vacation Trust Fund set forth in Section IX. Said additional vacation pay shall be paid to the employee by the Employer together with the vacation pay that is due from the Employer as set forth above. The additional amount of vacation pay paid to the employee because of industry experience, plus any other amounts which the Employer is required to pay by law in connection with such payments, shall be reimbursed to the Employer from the Trust Fund as set forth in Section IX, in accordance with the procedures established by the Trustees of said Fund.

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 (1½) 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 (1½) 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 and Delicatessen Operators 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 (1½) for all work performed after 6:00 p.m., in addition to a Two Dollar (\$2.00) bonus for said shift. (Wrappers and Delicatessen Operators 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 (1½) rate, in addition to the Two Dollar (\$2.00) bonus. (Wrappers and Delicatessen Operators 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 in accordance with the classifications and wage rates for Sunday work listed in Subsection (k) of this Section. There shall be no pyramiding of Sunday premium pay. A Sunday employee shall be permitted to work only five (5) days. However, if no qualified extra Journeymen are available, employees working Sunday may be scheduled for six (6) days. No luncheon relief is required on Sunday where only one (1) employee is on duty, however, the employee shall take off duty one (1) full hour for lunch.

(e) All work performed on the sixth (6th) day of work, Monday through Saturday, shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) 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 and Delicatessen Operators 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 (25c) for each hour, or fraction thereof, worked after 6:00 p.m. or prior to 9:00 a.m.

(i) Cashiers and Wrappers are not to handle the tools of the trade, sell, cut, and/or make displays of the cases, and/or do cleanup work around the market. Cashiers and Wrappers may, in addition to the wrapping and pricing of merchandise which is wrapped in the store, stock and service all products except fresh meat

and fresh and frozen fish and poultry when processed in the meat department. Cashiers and Wrappers also may do boating and keep all cases tidy, take bell calls, maintain their work stations, perform the take-off or take-away procedures on two-man grinders and service rotisseries. 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 (1) day and any work performed after the tenth (10th) 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 (1½) provisions for ninth (9th) and tenth (10th) hours.

(k) All regular, fulltime and steady extra employees shall be paid weekly on the Employer's regularly scheduled pay day. Upon request, extra employees shall be paid in full when their work is completed. 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:

	Effective and Retroactive to Nov. 1, 1967		Effective Nov. 4, 1968		Effective Nov. 3, 1969	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having 5 or more regular, full-time additional employees under him	\$4.40	\$176.00	\$4.52	\$180.80	\$4.65	\$186.00
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having less than 5 regular, full-time additional employees under him	4.275	171.00	4.395	175.80	4.525	181.00
Journeyman Meat Cutter, Carcass Breaker, and Boner*	3.95	158.00	4.07	162.80	4.20	168.00
Apprentice Meat Cutters						
1st 6 months	2.5675	102.70	2.6455	105.82	2.73	109.20
2nd 6 months	2.765	110.60	2.849	113.96	2.94	117.60
3rd 6 months	3.16	126.40	3.256	130.24	3.36	134.40
4th 6 months	3.555	142.20	3.663	146.52	3.78	151.20
After 2 years of service, the Journeyman Meat Cutter's rate						
Extra or non-regular Journeyman Meat Cutter, Carcass Breaker or Boner — 8 hours	4.25	34.00	4.25	34.00	4.375	35.00
Head Delicatessen Operator	3.395	135.80	3.495	139.80	3.595	143.80
Meat Wrapper or Delicatessen Operator						
1st 3 months	2.82	112.80	2.92	116.80	3.02	120.80
2nd 3 months	3.045	121.80	3.145	125.80	3.245	129.80
Next 6 months	3.145	125.80	3.245	129.80	3.345	133.80
After 1 year	3.27	130.80	3.37	134.80	3.47	138.80
Extra or non-regular Meat Wrapper or Delicatessen Operator — 8 hours	3.5375	28.30	3.5375	28.30	3.5475	28.38

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

Sunday Wage Rates

During the term of this Agreement the Sunday fixed hourly wage rate will apply as set forth below:

	Effective and Retroactive to Nov. 1, 1967	Effective Nov. 4, 1968	Effective Nov. 3, 1969
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having 5 or more regular, full-time additional employees under him	\$6.40	\$6.52	\$6.65
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having less than 5 regular, full-time additional employees under him	6.40	6.52	6.65
Journeyman Meat Cutter, Carcass Breaker and Boner	6.40	6.52	6.65
Apprentice Meat Cutter			
1st 6 months	4.16	4.2375	4.3225
2nd 6 months	4.48	4.565	4.655
3rd 6 months	5.12	5.215	5.32
4th 6 months	5.76	5.87	5.985
After 2 years of service, the Journeyman Meat Cutter rate			
Extra or non-regular Journeyman Meat Cutter, Carcass Breaker or Boner	6.40	6.52	6.65
Head Delicatessen Operator	5.47	5.57	5.67
Meat Wrapper or Delicatessen Operator			
1st 3 months	5.07	5.17	5.27
2nd 3 months	5.17	5.27	5.37
Next 6 months	5.27	5.37	5.47
After 1 year	5.47	5.57	5.67
Extra or non-regular Meat Wrapper or Delicatessen Operator	5.47	5.57	5.67

(k) Adjustments shall be made in hourly rates of pay based on increases in the Consumer Price Index (1957-59 = 100), Los Angeles series, in accordance with a formula of a one cent (1¢) increase for every .4 point increase in the Index in excess of 4.8 points over the October, 1967 Index, such increase to become effective the first Monday of December, 1968. In 1969, the same formula of a one cent (1¢) increase for every .4 point increase in the Index in excess of 5.2 points shall apply with the October, 1968 Index as a base and the Index for October, 1969, establishing increases in hourly rates of pay to become effective the first Monday in December, 1969.

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

The parties hereto agree to transfer all of the retail beneficiaries of the San Diego and Imperial Counties Butchers' and Food Employ-

ers' Benefit Fund into the Southern California Meat Cutters Unions and Food Employers Benefit Fund together with their proper share of the reserves of the San Diego and Imperial Counties Butchers' and Food Employers' Benefit Fund. After such transfer and merger, the parties hereto agree to participate, for the duration of this Collective Bargaining Agreement, in the existing Trust administered by an equal number of Trustees, appointed by the Union on one hand and the Food Employers Council, Inc., for all Employers hereunder on the other hand, which Trust shall be known as the Southern California Meat Cutters Unions and Food Employers Benefit Fund, for the purpose of providing the benefits specified herein to eligible employees and their dependents. The parties further agree to amend the existing Agreement and Declaration of Trust providing for the Southern California Meat Cutters Unions and Food Employers Benefit Fund in the manner and extent required to accomplish the provisions of this Collective Bargaining Agreement.

A. Medical and Hospital Benefits and Death Benefits

Effective with the date of the transfer of beneficiaries referred to above, each Employer agrees to contribute \$19.24 per month for each employee covered by this Agreement who worked not less than eighty (8) hours during the preceding month to the Trust Fund to provide medical and hospital benefits and life insurance or death benefits for eligible employees and their dependents. In addition, the Employer agrees to contribute such additional amounts per month per employee as is necessary to provide the improvements of the indemnity plan set forth below.

The Trustees are instructed to provide as soon as possible a multiple choice program of medical and hospital care, including a non-insured indemnity plan, and establish compar-

able costs for each alternate plan, based on a competitive cost system.

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

The coverage to be provided under the indemnity plan shall be the benefits in effect immediately prior to the effective date of this Agreement, with the following improvements:

1. Raise the Relative Value Schedule Factor from \$5.00 to \$5.50 and include in the schedule of procedures the assistant surgeon and X-ray therapy.
2. Add major medical coverage with a \$100.00 corridor, a \$5,000.00 disability maximum for each disability on a 75%/25% basis.
3. Add an annual physical examination benefit for eligible employees only with a maximum of \$75.00 (\$25.00 maximum for the doctor's fee and \$50.00 maximum for laboratory fees).
4. Add a vision care benefit for employees only with a maximum of \$25.00 per year.
5. Improve the present retiree hospital and medical program (known as Southern California Meat Cutters Unions and Food Employers Retiree Medical and Hospital Benefit) providing \$10.00 per day for the 61st through the 90th day and payment of the 20% surcharge under Medicare.

The present schedule of benefits plus the improvements listed above will be maintained for the duration of this Agreement. First, out of existing reserves and when determined necessary by the Trustees, out of increased Employer contributions. Until such time as the Trustees determine that additional contributions are necessary, the Employer contributions shall remain unchanged.

The Trustees are authorized and directed to establish reserves under this program based on

long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

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

B. Retirees Medical and Hospital Benefits

Effective with the date of the transfer of beneficiaries referred to above, each Employer agrees to contribute one-half cent ($\frac{1}{2}\text{¢}$) per straight time compensable hour into a separate account of the Trust for the purpose of providing medical and hospital care for employees retired under the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund. The benefits to be provided for such retirees and their dependents shall be determined by the Trustees and shall be integrated to the fullest possible extent with any existing or future governmental programs which provide medical and/or hospital care for such retirees.

In addition, the Trustees are instructed to improve the retiree hospital and medical program providing \$10.00 per day for the 61st through the 90th day and payment of the 20% surcharge under Medicare.

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

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

C. Dental Care

Effective with the date of the transfer of beneficiaries referred to above, each Employer agrees to contribute the current contribution of five cents (5c) per straight time compensable hour into a separate account of the Trust Fund for the purpose of providing dental care benefits for eligible employees and their dependents. The coverage to be provided shall be determined by the Trustees and limited to such benefits as can be purchased with the contributions provided herein, in addition to such employee or patient surcharges as may be determined by the Trustees. The Trustees are instructed to include an orthodontic benefits of 70% of the cost of orthodontic care for an eligible beneficiary up to a maximum of \$700.00 per beneficiary.

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

D. Prescription Benefits

Effective with the date of the transfer of beneficiaries referred to above, each Employer agrees to contribute one and one-half (1½¢) cents per straight time compensable hour, into a separate account of the Trust Fund for the purpose of providing prescription benefits for eligible employees and their dependents. The benefits to be provided for such contributions shall be determined by the Trustees and limited to such benefits as can be purchased with the contributions provided herein. The Trustees are instructed to increase the benefit to 90% of the existing reimbursement formula.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are

further authorized and directed to invest such reserve funds with the necessary professional advice.

E. Supplemental Disability Benefits

Effective July 1, 1968, each Employer shall contribute five cents (5c) per straight time hour to the Supplemental Disability Fund of the Southern California Meat Cutters Unions and Food Employers Benefit Fund, as provided in Section IV, sub-paragraphs (f) and (g), for the purpose of providing supplemental disability benefits beginning with the first (1st) week of absence for eligible employees under the present benefit formula and consistent with the regulations concerning the payment of sick leave benefits already in effect under Article 11 and Paragraph E of Article 24 of the contracts with Local Unions No. 421, 439, 551, 556 and 587. The coverage to be provided shall be determined by the Trustees of the Fund and limited to such benefits as can be provided by the contributions provided for herein except that benefits shall not exceed 80% of the weekly straight time earnings for disabled employees who receive benefits under the State Disability or Workmen's Compensation laws, (including benefits from the State) for the duration of such benefits. The Trustees of the Fund shall adopt rules and regulations in addition to the eligibility requirements of the State program to prevent excessive drain on the Fund.

Effective July 1, 1969, each Employer shall contribute an additional seven and one-half cents (7½c) per straight time hour to the Supplemental Disability Benefit Fund of the Southern California Meat Cutters Unions and Food Employers Benefit Fund for the purpose of converting unused sick leave benefits to cash payments for employees on their second (2nd) and succeeding anniversary dates falling on or after November 1, 1969. In the event the above

Employer contribution is found to be in excess of the amount required to provide such conversion, the Trustees are directed to reduce Employer contributions to a level which is determined by sound actuarial principles and to credit the Employer with whatever amounts have been contributed in excess of those required. On the other hand, if the above contribution is insufficient to provide such conversion, the Trustees are directed to increase Employer contributions in the amount necessary. The Trustees of the Fund shall adopt rules and regulations to prevent excessive drain on the Fund.

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

F. Vacation Pay

Effective July 1, 1968, each Employer agrees to contribute three and one-half cents (3½c) per straight time compensable hour into a separate account of the Trust Fund for the purpose of providing additional vacation pay based on industry experience. Said additional vacation pay shall be paid to the employee by the Employer together with the vacation pay that is due from the Employer as set forth above. The additional amount of vacation pay paid to the employee because of industry experience, plus any additional payroll taxes and costs incurred by the Employer in connection with such payments, shall be reimbursed to the Employer from the Trust Fund in accordance with the procedures established by the Trustees of said Fund.

In providing the benefits under this Section, the Trustees are instructed to include the following arrangements:

1. The contributions will be used for the sole purpose of providing vacation pay for eligible employees whose anniversary dates of employment with the current Employer fall on or after January 1, 1969.
2. The current Employer will pay the vacation pay provided under Section VI, "Vacations."
3. Each employee must qualify for vacation pay with his present Employer in order to be eligible for additional vacation pay.
4. Each employee will be entitled to vacation, as opposed to vacation pay, based only on his length of service with the current Employer.
5. The Vacation Trust Fund shall not provide benefits to any employee who is terminated for intoxication or dishonesty.
6. The vacation pay benefits to be provided by the Fund shall be maintained for the duration of the Agreement.
7. The Fund shall be reviewed annually and if the above Employer contributions are determined to be more or less than required, the Trustees are directed to reduce or increase the contributions accordingly.

G. Self-Payments

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

be in amounts determined by the Trustees to be adequate for the particular benefits to be provided.

H. Hours Paid For And/Or Compensable Straight Time Hours

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

I. Employer Contributions

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

J. Additional Employers

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

K. Acceptance of Trust

The parties hereto accept the terms of the existing Trust and the amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and by this acceptance agree to become parties to said Trust. Any amendments which from time to time may be made hereto, including the crea-

tion of supplemental trusts if necessary to handle any of the funds referred to in this Agreement, are hereby incorporated by reference and made a part of this Agreement. The parties hereby designate the existing Trustees as Trustees under the Trust Agreement, it being understood that effective with the date of the transfer of beneficiaries referred to above, the Board of Trustees will be enlarged to include an additional Union trustee appointed by Local 229 and an additional Employer trustee appointed by the Food Employers Council, Inc.

SECTION X RETIREMENT PLAN

A. Trust Agreement

The parties hereto agree to transfer all of the retail beneficiaries of the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and the San Diego and Imperial Counties Butchers' and Food Employers' Pension Plan, together with their proper share of the reserves into the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund. After such transfer and merger, the parties hereto agree to participate for the duration of this Collective Bargaining Agreement in the existing Trust administered by an equal number of Trustees appointed by the Union on the one hand and the Food Employers Council, Inc., for all Employers hereunder on the other hand. The parties further agree to amend the existing Trust Agreement and Plan in the manner and extent required to accomplish the provisions of this Collective Bargaining Agreement.

B. Employer Contributions

Each Employer agrees to continue to contribute fourteen cents (14c) per straight time hour worked or paid for on employees covered

by this Agreement to the Trust Fund for the purpose of providing pension benefits for eligible employees. Hours worked or paid for shall include all vacation, holiday, Sunday (as long as such Sunday work is part of a forty (40) hour week), and paid sick leave hours. In addition, effective November 1, 1969, the Employer agrees to increase his contribution to nineteen cents (19c) per straight time hour, said increase to be used for the purpose of financing an increase in the past and future service credits to \$5.00 per month per year of service effective only for employees retiring on or after November 1, 1968.

C. Acceptance of Trust

The parties hereby accept the terms of the Existing Trust and the amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and by this acceptance, agree to and become parties to said Trust. Any amendments which from time to time may be made thereto are hereby incorporated by reference and made a part of this Agreement. The parties hereby designate the existing Trustees as Trustees under the Trust Agreement, it being understood that effective with the date of the transfer of beneficiaries referred to above, the Board of Trustees will be enlarged to include an additional Union Trustee appointed by Local 229 and an additional Employer Trustee appointed by the Food Employers Council, Inc.

D. Benefits

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

E. Use of Consultants

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

F. Additional Employers

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

G. Employer Rights

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

H. Laws and Regulations

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

2. It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business

expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable state, revenue or tax laws.

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

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

I. Cost-of-Living Adjustment

All persons receiving pension benefits as of October 31, 1967, shall have their benefits fixed at the rate in effect on October 31, 1967. Beginning November 1, 1967, semi-annual adjustments in monthly retirement benefits to reflect

changes in living costs shall be made for employees who retire during the term of this Agreement. These adjustments shall be computed on a percentage basis according to percentage changes in the Consumer Price Index for Los Angeles (All Items) New Series (1957-59 = 100), measured from the May, 1962, Index. Beginning with the establishment of the new service credit value of \$5.00 for employees retiring on or after November 1, 1968, the semi-annual cost-of-living adjustment in monthly retirement benefits shall be computed on a percentage basis according to percentage changes in the Consumer Price Index for Los Angeles (All Items) New Series (1957-59 = 100), measured from the November, 1968, Index. Any cost-of-living increases during each contract year shall be cumulative; provided, however, with respect to any particular beneficiary whatever pension payments have been established at the last adjustment provided under this Agreement, shall remain fixed for the duration of the beneficiary's benefit period.

J. Preservation of Pension Credits

Effective with the date of the transfer of beneficiaries referred to above, an employee in the industry employed by an Employer pursuant to a Collective Bargaining Agreement with the participating Local Unions and who has acquired service credits under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and/or the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund, shall be entitled to preservation of such service credits under the following conditions:

1. That he has earned service credits of at least twenty-four (24) months under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and/or the Southern California Meat Cutters Unions

and Food Employers Pension Trust Fund.

2. Provided such employee meets the requirement in (1) above, such employee on transferring to employment similar to that for which service credit would be earned under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund in the industry, with 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 and/or the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund in the State of California, for a time sufficient to complete ten (10) years of future credited service under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and/or the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund and such other similar trust fund. Then his credited past service and his future credited service of less than ten (10) years under the San Diego and Imperial Counties Butchers' and Food Employers' Pension Trust Fund and/or the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall become vested and shall be preserved by this Trust.

3. Effective with the date of transfer of beneficiaries referred to above, the rules and regulations, break in service rules, other pertinent provisions, amendments and regulations in connection with the Southern California Meat Cutters Unions and Food Employers Pension Trust Fund shall apply to all persons affected by this Section.

K. Trust Amendment

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

SECTION XI 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.

SECTION XII 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 XIII 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 XIV 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 XV 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. If an employee chooses to use a "drip dry" uniform offered by the Employer, the employee shall be responsible for laundering such uniform.

(c) Where an employee is assigned to work in more than one (1) market in one (1) day, all work and travel time shall be paid for, except in

instances where an employee is hired to work in more than one (1) market. Bus fare or taxi fare, at the Employer's option, shall be paid by the Employer or, if the employee uses his own car, he shall be paid for such use at the rate of ten cents (10c) per mile for the total mileage from the market of origin to the market of reassignment and return. Any employee who is temporarily assigned for a full day or more but less than two (2) weeks to a market over fifty (50) miles from said employee's home, shall receive travel pay at ten cents (10c) per mile once each way to the assignment and return, and said employee shall be reimbursed for his room and meals on each day so assigned.

(d) An employee covered by this Agreement shall have the right to refuse a transfer to another location if the distance to travel one (1) way is more than thirty (30) miles between his place of residence and the new location. A refusal of a transfer by an employee covered by this Agreement under any of these circumstances shall not constitute a reason for discrimination, layoff or discharge, except in the case of layoffs due to lack of work.

(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) Funeral leave pay for time lost from work 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) Any employee covered by this Agreement who enlists or is inducted into military service shall retain seniority and re-employment rights in accordance with the applicable Selective Service statutes of the United States of America.

(k) The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local No. 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.

(l) 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.

(m) 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 (1) 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 XVI

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) Employees required to perform jury service shall be scheduled for a 9:00 a.m. to 6:00 p.m. day shift on a Monday through Friday workweek. In the event an employee is released from jury duty, he shall immediately return to work to complete the remaining hours of his scheduled work shift as long as transportation time will permit him to return to work prior to one (1) hour before the end of his shift.

(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 XVII SENIORITY

(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.

SECTION XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

(a) Any controversy involving the interpretation of any provisions of this Agreement, including the question of arbitrability, which cannot be adjusted amicably between the Union representative and the Employer within thirty (30) days from the date the grievance is first brought to the attention of both parties, unless the time is mutually extended, shall be referred

within an additional fifteen (15) days period to arbitration. Failure to either settle the matter in dispute or refer the problem to arbitration during the time periods set forth herein shall render any grievance null and void. In case the Employer and Union representatives fail to agree upon an arbitrator within five (5) days of first submission of the controversy to arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names, from which one (1) shall be selected forthwith as arbitrator after the list is furnished to the parties, by alternately deleting names from the list until but one (1) remains. The findings of the arbitrator shall be binding upon both the Union and the Employer, provided that the arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

(b) In the event of a grievance involving the interpretation of any provision of this Agreement, it is mutually agreed that no strike, work stoppage, lockout or other economic action will be employed by either the Employer or the Union.

(c) It is understood that Paragraph (b) above does not apply for one party in the event the other party should refuse to arbitrate such controversies or grievances in accordance with the above provisions of this Section or fails to fulfill its duties within the time limits enumerated above, unless such time is mutually extended, or in the event the other party fails to abide by the decision of the arbitrator. Paragraph (b) is also inapplicable in cases where it is established between the Union and a representative of the Employer that an Employer failed to pay the wages and/or all contributions required under this Agreement, unless the Employer's failure to pay involves disputed classification of employees or an interpretation of this Agreement. In the above instances de-

scribed in this Paragraph, the aggrieved party has the right to take such economic action as it deems necessary.

(d) The fees for the arbitrator's services shall be borne equally by both parties.

SECTION XIX

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 XX

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect to and including November 1, 1970, 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, 1970, or any anniversary year after 1970.

FOR THE EMPLOYER:

.....

By.....

Title.....

FOR THE UNION:

AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA
LOCAL NO. 229

By.....

Title.....

"EXHIBIT I"

INDUSTRIAL SAFETY KIT

1. 2 Packages of 2" Compressed Bandages—
4 per package.
2. 1 Package of 4" Compressed Bandages—
1 per package.
3. 1 Package Ammonia Inhalants (10 tubes).
4. Tincture of Merthiolate Swabs — 10 Pack-
ages.
5. 1 Sterile Gauze (25 — 2 x 2 or equal).
6. 1 Tube Burn Ointment.
7. 1 - 4" Bandage Scissors.
8. 1 - 3½" Tweezers.
9. 2 Tourniquets.
10. 1 - 1 oz. Dropper Bottle Boric Acid Solution
for Eyes.
11. 1 Roll Adhesive Tape—½" or 1".
12. First Aid Manual equal to Mine Safety Ap-
pliance Co.
13. Metal Box Container.

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