

Milwaukee, Wis.
Meat Contract
10-4-59 to 9-30-61

IX-9/61

MAY 17 1960

A G R E E M E N T

This Agreement, made this ____ day of _____, 19 ____, by and between the undersigned, _____ of _____, Wisconsin hereinafter designated as the Employer, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL NO. 73, A.F.L.-C.I.O., hereinafter designated as the Union, covering all employees in the Meat Department of _____ in Milwaukee County, Wisconsin.

ARTICLE I

The Employer recognizes the Union as the sole and exclusive bargaining agent for all meat department employees covered by this Agreement for store or stores located in Milwaukee County, Wisconsin.

ARTICLE II -- BARGAINING UNIT AND JURISDICTION

All retail cuts of fresh meats, such as beef, veal, lamb, pork, poultry, and fish shall be processed and/or prepared for sale by meat department employees.

The preparation for sale of cured and smoked meats, frozen beef, veal, lamb, pork, poultry and fish shall be under the jurisdiction of meat department employees.

Smoked meats, fresh or frozen hamburger, delicatessen items and those other additional items that have been sold historically in substantial quantities by a representative group of the retail food industry in the Milwaukee area at hours other than meat market hours will continue to be sold as heretofore.

Preparation shall be defined for the purposes of this Article to mean weighing, pricing, and displaying.

ARTICLE III -- HOURS

A. The basic work day shall consist of eight (8) consecutive hours to be worked in five (5) days, with not to exceed one (1) hour for lunch. The basic work week shall consist of forty (40) hours. Time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate of pay shall be paid for all work performed after eight (8) hours per day, forty (40) hours per week, before 7:00 A.M. and after 6:00 P.M. except on Fridays when the straight time work day shall be concluded by 6:00 P.M.

Overtime will be paid on one basis only, whichever is the most favorable to the employee, but in no case on more than one basis with the same hours worked.

Work performed on Sundays will be paid for at two (2) times the employee's straight time hourly rate. Such work performed on Sunday may be included as part of the basic work week.

If it is agreeable to the employees and the Union is notified, two (2) half-days may be taken off instead of a full day. No employee shall be required to work before 7:00 A.M. The schedule of days off shall be equitable among all of the employees in the respective markets.

B. Extra Journeyman shall be paid time and one-half ($1\frac{1}{2}$) for work after 6:00 P.M., except on Friday, when time and one-half ($1\frac{1}{2}$) will be paid for work in excess of eight (8) hours.

C. Preference will be given in the matter of work after 6:00 P.M. to regular full-time employees according to job classification,

provided regular employees are available for work. Such work after 6:00 P.M. shall be rotated among full-time male employees. A work schedule for such work shall be made for each store location, so that each employee required to work after 6:00 P.M. shall know in advance the night or nights he shall be required to work after 6:00 P.M. It is agreed that an employee must be qualified for night work. Any employee working after 6:00 P.M. shall be paid three hours pay at time and one-half (1½) or for any additional hours more than three that he might work, except as provided for extra journeymen. No change shall be made in the night work schedule, except in case of operational requirements or emergencies.

D. It is agreed that there shall be at least one (1) male member of the bargaining unit on duty in the market after 6:00 P.M. and on Sunday where fresh meats are sold. This paragraph will not apply in cases of owner-operated markets where the owner is to be on duty.

ARTICLE IV -- WAGES

	Effective 10-4-59 (40 hour week)	Effective 10-2-60 (40 hour week)
Head meat cutters	\$117.50 per wk	\$120.50 per wk
Journeyman	108.00 per wk	111.00 per wk
Apprentices:		
3rd year -- 85% of Journeyman Rate .	91.80 per wk	94.35 per wk
2nd year -- 80% of Journeyman Rate .	86.40 per wk	88.80 per wk
2nd 6 months-75% of Journeyman Rate.	81.00 per wk	83.25 per wk
1st 6 months-70% of Journeyman Rate.	75.60 per wk	77.70 per wk

If any employee is required to work a sixth (6th) day (or half day, as the case may be) and he elects to work as requested, he shall be paid for such work in the manner provided for below, and any hours so worked shall not be counted as hours worked for the purpose of computing weekly overtime hours. The same scale shall apply to fifth (5th) day work (or half day) in a holiday week:

	Effective 10-4-59		Effective 10-2-60	
	Full Day	Half Day	Full Day	Half Day
Head Meat Cutters	\$25.50	\$12.75	\$26.10	\$13.05
Journeyman	23.60	11.80	24.20	12.10
Apprentices:				
3rd year	20.36	10.18	20.87	10.435
2nd year	19.28	9.64	19.76	9.88
2nd 6 months	18.20	9.10	18.65	9.325
1st 6 months	17.12	8.56	17.54	8.77

Extra Journeyman \$2.73 per hour effective 10-4-59
 Extra Journeyman 2.805 per hour effective 10-2-60

All Extra Journeymen shall be guaranteed five (5) hours' work when called, except when such employee is not available for five (5) hours' work.

At each pay period there shall be submitted to each employee a memorandum of his hours worked, his rate, and also an enumeration of all deductions from his weekly salary.

Female help (butcherettes) working in the fresh meat departments shall be paid in accordance with the apprentice wage scale.

Female Employees in the Self-Service Markets or Departments

Female employees may be employed in self-service markets or self-service departments.

The duties of such female employees shall be as follows, but shall not include the use of cutting tools of the trade:

Wrapping and Scaling
Pricing

Labelling
Displaying and Stocking

Minimum rates of pay for the basic work week of forty (40) hours of work shall be:

	<u>Effective</u> 10-4-59	<u>Effective</u> 10-2-60
0 to 3 months	\$63.50 per wk	\$66.50 per wk
3 to 6 months	66.50 per wk	69.50 per wk
6 to 12 months	70.75 per wk	73.75 per wk
12 to 18 months	73.25 per wk	76.25 per wk
After 18 months	79.00 per wk	82.00 per wk

All female employees handling fresh meats after 6:00 P.M. will be paid at the rate of time and one-half (1½) their regular rate of pay.

Female Delicatessen Department Employees

It is agreed that the provisions of Article III and IV herein will not apply to female delicatessen department employees.

The basic work week for such female delicatessen Department employees shall be forty (40) hours per week.

Time and one-half (1½) the regular rate of pay shall be paid for work performed in excess of forty (40) hours per week.

Minimum rates of pay for the basic work week of forty (40) hours shall be:

	<u>Effective</u> 10-4-59	<u>Effective</u> 10-2-60
0 to 3 months	\$63.50 per wk	\$66.50 per wk
3 to 6 months	66.50 per wk	69.50 per wk
6 to 12 months	70.75 per wk	73.75 per wk
12 to 18 months	73.25 per wk	76.25 per wk
After 18 months	79.00 per wk	82.00 per wk

Female employees will be scheduled for a forty (40) hour work week whenever possible. Two (2) or more part-time female employees will not be employed where one (1) full-time employee can do the job.

All employees receiving more than the above-mentioned scales shall not have their salary reduced, nor shall any other conditions of employment established as a Company policy, more liberal than as contained herein, be taken away because of the execution of this Agreement.

ARTICLE V -- UNION SHOP CARD

The Union Shop Card may be displayed in the shop of the Employer. Upon violation of this Agreement, the Secretary of Local No. 73 shall have the right to remove the shop card. The card remains the property of the Union at all times.

ARTICLE VI -- UNION SHOP

(See Supplement attached hereto.)

ARTICLE VII

Any employee promoted to meat department head who subsequently proves unsatisfactory as a meat department head shall be returned to the position held just prior to time of promotion, with no loss of seniority or rights.

ARTICLE VIII -- JOURNEYMEN AND APPRENTICES

A. Journeyman: A Journeyman is a skilled meat cutter who has either served his apprenticeship in accordance with a period of time as set forth in this Agreement, or who has otherwise qualified as a skilled meat cutter. His skills shall consist of the ability to receive, handle, prepare, cut, cure, grind, slice, process, wrap, display and sell meat, poultry, sausage or fish, whether frozen, chilled, cooked, smoked, barbecued or irradiated, and the performance of all work incidental thereto including the cleaning of all power equipment and tools. As a part of his duties he may be required to perform any or all of the above listed functions.

B. Apprentices: An Apprentice is a person learning all the details and developing manual skill for performing, after the length of time set forth in this Agreement, all the duties of a journeyman meat cutter. Apprentices must be at least sixteen years of age and shall be rotated on all jobs in the market to assure proper training. In markets where one (1) journeyman is employed, one (1) apprentice shall be permitted, and one (1) additional apprentice for every three (3) additional journeymen. Standards of Apprenticeship for Meat Cutters jointly adopted by Milwaukee Retail Food Dealers and Retail Meat Dealers Associations and Chain Store Operators and Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 73, A.F.L.-C.I.O., shall be a part of this Agreement.

ARTICLE IX -- HOLIDAYS

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There shall be no work on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, or any other day which Congress may subsequently proclaim as a National holiday. Wages for said mentioned holidays shall not be deducted from employee's weekly wage. In computing work week wherein a holiday falls, employee shall be credited with eight (8) hours' work for such holiday, except that such hours shall not be included as hours worked for the purpose of computing weekly overtime. In the event that the holiday falls on a Sunday, Monday will be recognized as a holiday.

ARTICLE X -- FUNERAL LEAVE

The Employer agrees to pay regular full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

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ARTICLE XI -- PAY FOR JURY DUTY

The Employer shall grant to the regular full-time employees who are required to serve on Jury Service the difference between the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly rate of pay, and any jury fee paid to the employee. The Employee shall notify the Employer upon receipt of Jury Service notice as soon as practicable. Time spent on Jury Duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

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ARTICLE XII -- LAUNDRY AND TOOLS

Laundry, tools and sharpening of tools are to be furnished free of charge by the Employer.

ARTICLE XIII

During the months of November, December, January, February and March on days when the temperature is below freezing, store doors will remain closed and all possible protection given to employee's health.

ARTICLE XIV

The business representative of the Union shall be admitted to work rooms at all reasonable times.

ARTICLE XV -- REST PERIODS

Employees shall be allowed a fifteen (15) minute rest period without loss in pay for each half ($\frac{1}{2}$) shift worked. Said rest periods are not to exceed two (2) per day. These rest periods are in lieu of and not in addition to any present informal arrangements.

ARTICLE VXI -- ARBITRATION AND GRIEVANCE PROCEDURE

The Union shall have the right to designate a shop steward for each store.

Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps.

- STEP 1. By conference between the aggrieved employee, the shop steward or both, and the head of the department.
- STEP 2. By conference between the shop steward or business agent and the Supervisor.
- STEP 3. By conference between an official or officials of the Union and the Operating Superintendent, a representative of the Employer designated by the Operating Superintendent, or both.
- STEP 4. In the event the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

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The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two persons shall within five (5) days request the Director of Federal Mediation and Conciliation Service to appoint a panel of five (5) from which the third arbitrator shall be selected, and the decision of the majority shall be final and binding on both parties. The expenses of the third arbitrator shall be paid for jointly.

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The Employer at any time may discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint within ten (10) days with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within five (5) days, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the finding of the Board.

No grievance will be considered or discussed unless the outlined procedure has been followed.

Grievances not settled in Step 1 or Step 2 of the grievance procedure shall be presented in writing. Grievances other than discharges must be presented within ten (10) calendar days after such has happened except that grievances concerning rates of pay, holiday allowances, and vacation pay must be presented within sixty (60) days after such has happened. If grievances are not presented within these time limits, they will not be considered or discussed.

The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall, however, have no authority to add to, subtract from, or in any way change or modify the terms in this Agreement or any Agreements made supplementary hereto.

During the term hereof the Union agrees that there shall be no strike or interference with or interruption of the normal conditions of the

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Employer's business by the Union or its employees. The Employer agrees that there shall be no lockout.

It shall not be a violation of this Agreement for an employee to refuse to cross a legal picket line sanctioned by the Milwaukee Federated Trades Council A.F.L.-C.I.O. The Employer shall be notified in writing of the action taken by the Milwaukee Federated Trades Council.

ARTICLE XVII -- VACATIONS

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All full-time employees who have been in the service of the Employer for a period of one (1) year or more shall receive one (1) week's vacation with full pay.

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All full-time employees with two (2) years of service shall receive two (2) weeks' vacation with full pay.

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All full-time employees with ten (10) years of service shall receive three (3) weeks' vacation with full pay.

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All part-time employees who have averaged twenty-four (24) hours or more per week shall receive a pro-rata vacation.

- For example:
1. An employee who has averaged twenty-four (24) hours per week for the year preceding his anniversary shall receive twenty-four (24) hours' vacation pay.
 2. An employee who has averaged twenty-eight (28) hours per week for the year preceding his anniversary shall receive twenty-eight (28) hours' vacation pay.

The vacation period is to be in consecutive days. Employees shall not be permitted to accept pay in lieu of vacation.

If a holiday should occur during an employee's vacation period, the employee shall be granted an extra day's vacation or an extra day off with pay.

All cases involving temporary lay-offs or leave of absence not in excess of ninety (90) days, when authorized by the Employer, shall not adversely affect the employee's continuity of service.

ARTICLE XVIII -- SENIORITY

In the matter of lay-offs, preference shall be given to employees with the longest service records with the Company covered by this Agreement, and those laid off shall be returned to work in the reverse manner to which they were laid off, that is, the last employee laid off shall be the first returned to work, in accordance with job classification. This is to apply to area covered by this Agreement.

However, when such lay-offs occur, no new employees will be hired in a job classification in any of the Company's stores covered by this Agreement until employees laid off in that job classification have been given the opportunity to return to work. Such rights to return to work, other than in the store from which employee was laid off, shall terminate six (6) months after date of lay-off; in the store where employee was laid off re-employment rights will terminate one (1) year from date of lay-off. Refusal of laid-off employee to accept work in his job classification shall immediately terminate all of the employee's seniority rights.

When two (2) or more employees in the same job classification are laid off and there is a job opening other than in the store from which the employee was laid off, the employee with the most seniority with the Company in the stores covered by this Agreement shall be the first returned to work.

ARTICLE XIX -- HEALTH AND WELFARE

It is hereby agreed that a jointly administered Health and Welfare Trust Agreement will be established and become a part of this Agreement as prescribed under various federal and state laws, and that

said payments into this trust fund will be in lieu of all present Employer established programs including life insurance, sickness and accident insurance, hospitalization and surgical insurance, or any other said forms of insurance now in practice. Those Employer insurances will be discontinued effective October 1st, 1960.

Effective October 2nd, 1960 the Employer agrees to pay to the Health and Welfare Trust Fund, Seventeen (\$17.00) Dollars per month for employees who work an average of twenty-five (25) hours or more per week for the previous month. Contributions for new employees will not be paid until the first of the month following a full thirty (30) days of employment.

Employees qualifying for payments to be made for them into the trust fund will have such payments discontinued upon being reduced to less than an average of twenty-five (25) hours per week for the eight (8) week period next preceding the date payments to the Health and Welfare Fund are due.

The Employer agrees to pay the contributions for those qualifying for one (1) month following termination of employment.

ARTICLE XX

This Contract is binding on the Company herein and its successors and assigns.

ARTICLE XXI -- TERM OF AGREEMENT AND RETROACTIVITY

This Agreement shall remain in full force and effect from October 4, 1959 until September 30, 1961 and thereafter from year to year, unless sixty (60) days prior to any expiration date thereof, either party may give notice in writing via U. S. Registered Mail of the desire to change or modify said agreement, provided, however, that if by national or state law, modification of working hours are established, it shall be sufficient reason to reopen this Agreement.

Changes negotiated in this Agreement shall become effective the Monday following the signing of this Agreement, except as otherwise provided herein. Increase in wage rates shall be paid retroactively to October 4, 1959 on a straight time hourly rate basis for hours worked, not to exceed the weekly wage increase for the respective wage classification for forty (40) hours of straight time work, but beginning with January 11th, 1960 the time and one-half rate (1½) in addition to the weekly increase must be paid for all hours which carry the overtime rate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

EMPLOYER:

UNION:
AMALGAMATED MEAT CUTTERS & BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL
NO. 73, A. F. L. - C. I. O.

BY: _____

BY: _____

BY: _____

BY: _____



S U P P L E M E N T

This Supplement Agreement shall amend and become a part of the attached Agreement, Between _____ and Local Union No. 73 of the Amalgamated Meat Cutters and Butcher Workmen of North America, signed this _____ day of _____, 19____.

STIPULATION

The following provision shall become effective upon certification by the Wisconsin Employment Relations Board that a two-third majority of employees covered hereunder have voted in accordance with the Wisconsin Statutes set forth covering a Union Shop to authorize the Union to enter into an agreement with the Company, requiring membership in the Union as a condition of employment:

"All present employees who are members of the Union shall maintain their membership in good standing during the period of this Agreement. Any employees not members of the Union shall join thirty (30) days after the effective date of this provision, and any new employees shall join the Union thirty (30) days after the date of their employment, and shall maintain their membership in good standing during the period of this Agreement."

EMPLOYER:

UNION:

AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 73

BY: _____ BY: _____

BY: _____ BY: _____

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

Un.
MAY 17 1960

December 18, 1959

Mr. Harry B. Sutherland, Financial Secretary
Amalgamated Meat Cutters and Butcher
Workmen of North America, Local #73
1012 North 3rd Street-Room #515
Milwaukee 3, Wisconsin

Dear Mr. Sutherland:

We have in our file of collective bargaining agreements a copy of your agreement with the Milwaukee Retail Meat Dealers' Association. This agreement expired October 1959.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,



Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1100
2. Number and location of establishments covered by agreement Establishments
Throughout Milwaukee and Waikosa Counties. Chains and independents.
3. Product, service or type of business Retail Meat business.
4. If previous agreement has been extended without change, indicate new expiration date _____

H. B. Sutherland

(Your name)
1012 N. 3 St. Room 515

(Street)

Financial Sec'y.
(Position)
Milwaukee 3, Wisconsin

(City and State)