Mr. July

IX-19/63

Greater Kansas City RETAIL MEAT CUTTERS CONTRACT All Markets

October 8, 1961, through October 6, 1963

Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 576



AGREEMENT

This agreement is between the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL UNION NO. 576, an affiliate of the A.F.L.-C.I.O., hereinafter called the Union, and

operating markets in the Greater Kansas City Area, hereinafter called the Employer. The Greater Kansas City Area, as defined herein shall consist of Jackson, Clay, Platte and Cass Counties of Missouri; Wyandotte and Johnson Counties of Kansas.

ARTICLE I

Union Security

The Employer recognizes the Union as the sole collective bargaining agency for all meat department employees coming under this agreement and working in the Employer's retail stores in the Greater Kansas City area.

On and after the thirty-first (31) day following the signing date of this Agreement all employees on said signing date shall be and remain members of the Union in good standing as a condition of continuing employment during the life of this Agreement. All employees hired after the signing date of this Agreement, shall be and remain members of the Union in good standing on and after the thirty-first (31) day following the beginning of their employment, as a condition of continuing employment during the life of this Agreement.

ARTICLE II

Hiring Hall Clause

a) In the interest of maintaining an efficient system in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties agree to the following system of referral of applicants for employment:

 The Union shall be the sole and exclusive source of referrals of applicants for employment.

The Employer shall have the right to reject any applicant for employment.

3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

4. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies.

5. Nothing contained herein shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification.

skill or the employer reference.

6. In the event the Employer violates any provision of this section and is notified by the Union, and fails to correct said violation or violations within 48 hours after receipt of notice by registered or certified mail from the Union, a copy to be sent to the chairman of the Industry Committee the Union shall have the right to immediately subject said Employer to the termination of this Agreement, notwithstanding any provision of this contract to the contrary.

b) The Union or its agent will furnish each such required competent workman entered on said list or register to the Employer by use of a written referral and will furnish such workmen from the Union's open register in the

manner and order following:

MALE EMPLOYEES

Group No. 1: The specifically named workmen who have been recently laid off or terminated by an Employer now desiring to re-employ the same workmen provided they are

available for employment.

Group No. 2: All applicants for employment who have four (4) years or more qualified experience in the trade, who are recognized as journeyman meat cutters, are residents of the geographical area constituting the normal labor market, and who have been employed for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

Group No. 3: All applicants for employment who have four (4) years or more qualified experience in the trade, who are recognized as journeyman meat cutters.

Group No. 4: All applicants for employment who have three (3) years or more qualified experience in the trade, who are recognized as journeyman meat cutters, are residents of the geographical area constituting the normal labor market, and who have been employed for a period of at least six (6) months in the last three (3) years under a collective bargaining agreement between the parties to this agreement.

Group No. 5: All applicants for employment who have three (3) years or more qualified experience in the trade. who are recognized as journeyman meat cutters.

Group No. 6: All applicants for employment who have two (2) years or more qualified experience in the trade, who are recognized as journeyman meat cutters.

Group No. 7: All applicants for employment who have worked at the trade for more than one (1) year.

Group No. 8: All applicants for employment with less than one (1) year experience, or no experience at the trade.

FEMALE EMPLOYEES

Group No. 1: The specifically named workers who have been recently laid off or terminated by an Employer now desiring to re-employ the same workers provided they are available for employment.

Group No. 2: All applicants for employment who have two (2) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market and who have been employed for a period of at least one (1) year in the last three (3) years under a collective bargaining agreement between the parties to this agreement.

Group No. 3: All applicants for employment who have two (2) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market.

Group No. 4: All applicants for employment who have one (1) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market and who have been employed for a period of at least three (3) months in the last two (2) years.

Group No. 5: All applicants for employment who have one (1) or more years qualified experience.

Group No. 6: All applicants for employment with less than one (1) year experience, or no experience at the trade.

- c) Reasonable advance notice for full time employees (but not less than 24 hours) will be given by Employer to the Union or its agent upon ordering such workmen, and in the event that within ninety-six (96) hours after such notice, the Union or its agent shall not furnish such workmen, the Employer may procure workmen from any other source or sources.
- d) Reasonable advance notice for part time help (but not less than 24 hours) will be given by Employer to the Union or its agent upon ordering such workmen, and in the event that within twenty-four (24) hours after such notice, the Union or its agent shall not furnish such workmen, the Employer may procure workmen from any other source or sources.

If workmen are so employed, the Employer shall within twenty-four (24) hours report to the Union or its agent such workmen by name, and Social Security Account Number.

e) 1. The Union will maintain an "out of work" register which shall list the applicants within each group choronological order of the dates they register their availability for employment.

2. Any applicant referred by the Union who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to other Employers in accordance with the position of his group and his place within the group.

An exception shall be allowed in the foregoing referral groups when an employer states bona-fide requirements and needs for special skills, abilities and responsibilities in his request for an applicant. In such instance the Union shall refer the first applicant on the "out of work register" possessing such skills and abilities.

An applicant who has registered with the Union requesting referral to employment shall have his card removed from the "out of work register"

a) Is employed following referral;

b) Refuses to report to the Employer to which he is referred by the Union within twentyfour (24) hours after notice of referral. However, he may register again and be placed in register according to the last date he registered;

c) Fails to notify the Union at least once every fifteen (15) days of his desire to remain on the "out of work register" for referral to

employment.

ARTICLE III

Recognition and Jurisdiction

Wages

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees who are engaged in the receiving, cutting, grinding, slicing, curing, displaying, preparing, processing, sealing, wrapping, bagging, pricing, prefabricating and selling of all meat products, sausage, poultry, rabbits, fish and seafood products, canned hams, bacon, pork loins and picnics, whether such products are fresh, frozen, chilled, cooked. cured, smoked or barbecued, including those employees operating equipment used in wrapping, cubing, tenderizing of such meat products and who perform their duties in all areas where such products are prepared, displayed and offered for retail sale in service or self-service cases located in retail markets that are presently owned, leased, acquired, operated or supervised by the Employer during the period of this Agreement. All services as indicated above shall be performed by employees covered by this Agreement.

ARTICLE IV

The term "Head Meat Cutter" as hereinafter used shall mean the meat cutter in any market wherein only one (1) meat cutter is employed, or the meat cutter so designated by the Employer as head meat cutter in any market employing more than one (1) meat employee.

Employees shall be paid not less than the follow

minimum Head Me	eat	Cutter	Pe	Oct. 8, er Wk.	1961 Per Hr.	Effec Oct. 7, Per Wk.	
\$ 1,001.00			.00	\$120.00	\$3.15	\$130.00	en or
2,001.00	to	3,500	.00	128,50	3.2125	132 50	3.3125
3,501.00	to	5,000	.00	131.00	3.2750		3.3125
5,001.00	to	7,500	.00	136.00	3.40	140.00	3.3750
7,501.00	to	10,000	.00	138.50	3.4625		0.00
10,001.00		12,500	.00	141.00	3.525	74700	3,00000
12,501.00	to	15,000	.00	143.50	3.5875	1.40.00	0.020
15,001.00		17,500			3.65	771.00	0.0010
17,501.00		20,000			3.7125	150.00	0.10
20,001.00		over			3.775	152.50 155.00	$\frac{3.8125}{3.875}$

Head Meat Cutter rates are based on average weekly sales for the market, using thirteen (13) week periods for determination and readjustment beginning October 8, 1961

Effective Effective. Oct. 8, 1961 Oct. 7, 1962 Per Wk. Per Hr. Per Wk. Per Hr, Journeyman \$118.00 \$2.95 \$122.00 \$3.050 Apprentice: First 8 Mo.____ 82.30 2.0575 2.1575 Second 8 Mo. 92.50 2.3125 96.50 2,4125 2.5675 Third 8 Mo..... __ 102.70 106.70 2.6675 Females: 67.00 71.00 1.675 First 6 Mo. 1.775 1.828 Second 6 Mo..... 73.12 77.12 1.928 Third 6 Mo.____ 79.24 1.981 83.24 2.081 2.2595 Thereafter ... 86.38 2.1595 90.38

Female employees may be employed in self-service markets or self-service departments to wrap, scale, price, label, display, board and tray delicatessan items, excluding boarding and traying of fresh meats, but they may bag poultry and other items and stock meats, and slice delicatessen items for such departments, and to clean work tables or any equipment that they work with including glass, removable racks on display cases, but excluding slicing machines, electric saws or other power equipment and disassembling refrigerator conveyor trough.

Apprentices shall be classified as journeymen meat cutters after the second year period and shall receive the regular journeyman rate of pay, except as provided in Article VIII of this Agreement.

No market shall employ more than one (1) extra meat cutter in excess of twenty-eight (28) hours per week.

Extra Journeymen help shall be paid the same rate per hour as regular Journeyman help. Extra Journeymen called to work shall be guaranteed four (4) hours of work or pay in lieu of work for the same day.

ARTICLE V

Hours

The basic work week for all regular full time employees shall be forty (40) hours to be worked in five (5) eight (8) hour days. In one-man markets the basic work week shall be forty (40) hours, to be worked in six (6) days.

No employee shall be required to work past 6:00 P.M. on the day preceeding Christmas and New Year's. A premium of twenty cents (20c) per hour shall be paid for all work performed past 6:00 P.M. or before 7:00 A.M. to all employees.

All work performed in excess of the basic work day, the basic work week or Sundays and Holidays shall be paid for at the rate of one and one-half (1½) times the employee's straight time classified hourly rate of pay. There shall be no split shifts. No employee shall be required to work in excess of five (5) continuous hours without a lunch period. Two rest periods a day of fifteen (15) minutes each will be taken by all employees, one in each half of a day's shift. There shall be one (1) full hour daily off duty without pay for lunch.

Customers in the store at closing time shall be served in the regular manner, and markets shall be left in a clean and sanitary condition. Employees requested to report for work will be provided with a minimum of four (4) hours work or pay in lieu of work. No employee shall be required to work more than two (2) nights a week at 20c per hour premium past 6:00 P.M. or before 7:00 A.M. All other work between 6:00 P.M. and 7:00 A.M. by the same employee will be paid at one and one-half times the regular classified hourly rate.

No extra or part time help shall work on Sundays or Holidays unless full time help is not available.

The first employee to be scheduled for any work which is scheduled on Sundays or Holidays, shall be a qualified male employee, selected first from a list of volunteers on a rotating basis within the store, then from a list of volunteers on a rotation basis by supervisors districts, if no help is available in that district, he shall refer to another district list.

All work performed on the employee's scheduled day off shall be paid for at one and one-half (1½) times the employee's straight time hourly rate. The head meat cutter shall make up the work schedule and post the work schedule for the following week in each market not later than 12:00 noon on Friday. (Except in cases where a death requires a change in work schedule.)

Work on Sundays or Holidays shall be in addition to the employee's basic work week and shall not be used in computing overtime pay. There shall be no pyramiding of overtime pay for same hours worked.

ARTICLE VI

Holidays

New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day being Holidays, full time employees shall receive eight (8) hours credit which shall be used in computing holiday pay. Weeks in which a holiday occurs shall be considered as full weeks for full time employees and there shall be no reduction in weekly pay. Overtime rate of one and one-half (1½) times the employee's straight time classified hourly rate shall be paid for all work performed in excess of the holiday basic work week of thirty-two (32) hours. Full time employees must work the day before and the day after a holiday (if a regular day of work) to qualify for holiday pay.

ARTICLE VII

Vacations

All full time employees who have completed twelve (12) consecutive months' service with their employer shall receive one (1) week's vacation with regular rate of pay.

All full time employees who have completed twenty-four (24) consecutive months' service with their employer shall receive two (2) weeks' vacation with regular rate of pay.

All full time employees who have completed ten (10) consecutive years' service with their employer shall receive three (3) weeks' vacation with regular rate of pay.

Effective January 1, 1962, all full time employees who have completed twenty (20) consecutive years' service with their employer shall receive four (4) weeks' vacation with regular rate of pay.

If a vacation is taken by a full time employee during a week in which there is a holiday, as defined in Article VI of the present Agreement, an additional day shall be added to the vacation period.

After a full time employee has qualified for a vacation he shall receive, upon termination, one twelfth (1/12) of one (1) week's pay per month; after two (2) years, one twelfth (1/12) of two (2) weeks' pay per month; after ten (10) years one twelfth (1/12) of three (3) weeks' pay per month; after twenty (20) years one twelfth (1/12) of four (4) weeks' pay per month.

Employees terminated for proven dishonesty, or drunkenness or drinking on the job shall be disqualified for pro rata benefits as provided herein.

ARTICLE VIII

Apprentices and Females

In markets employing two (2) regular full-time meat cutters, one (1) head meat cutter and one (1) journeyman meat cutter, one (1) apprentice may be employed. Additional apprentices may be employed in each market by the employment of additional meat cutters on the ratio of two (2) meat cutters to one (1) apprentice. The Union shall be the judge as to the classification of the Apprentice. Apprentices shall only be allowed in markets in which adequate opportunity is available and is given to the apprentice to become a qualified journeyman meat cutter. All apprentices and female employees shall be classified as regular employees.

It is agreed that when the Company employs female employees they shall be hired as full-time employees, and on a ratio of one woman to each male employed per market. Beyond the total of four male and four female the ratio

will not apply.

No female employee shall be required to lift more than

thirty (30) pounds at one time.

Female employees shall not be permitted to use knives, cleavers, hand or electric saws, meat grinder, minute steak tenderizer, cube steak machine or hollymatic pattie forming machine.

ARTICLE IX

Differences

Should any differences arise between the Employer and the Union, as to the meaning, application or operation of any provision of this Agreement, such disputes or differences shall be settled in the following order:

First: Between the Representative of the Union and Executives of the Employer.

Second: In the event that such dispute or difference is not settled properly and to the satisfaction of the parties through the method above provided, then the dispute or difference shall be submitted in writing within fifteen (15) days to a Board of three (3) members, of which one (1) member shall be designated by the Employer, one (1) by the Union, and the third (3rd), an impartial member, to be designated by agreement among the other two (2) members. In the event that these two (2) members fail to agree upon a third member within ten (10) days after designation of the other two members, then the Employer and the Union may ask, by a jointly signed letter to the Director of Federal Mediation and Conciliation Service, Washington, D. C., to send the Union and Company representatives a list of Arbiters from which the two may select the third member of the board. The decision of the majority of the members of the Board shall be final and binding upon the Employer and the Union and its members for the duration of this Agreement.

All grievances shall be processed in conformity to Section 9 (a), National Labor Relations Act, as amended.

There shall be no strikes or lock-outs during the term of this Agreement, except as set forth in Articles II and XX.

ARTICLE X

In case of sick or vacation relief and/or other Company excused absence in excess of three (3) days of the head meat cutter, the employee used in his absence shall receive the contract rate for a head meat cutter as set forth in this agreement.

ARTICLE XI

Existing Wages

Individual salary rates, in excess of those herein provided shall not be reduced by reasons of this Agreement. It is understood all bonus payments are considered salary within the meaning of this Agreement.

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ARTICLE XII

Apparel

All special wearing apparel, adequate and necessary linens and uniforms, waterproof aprons, gloves and servicing of all equipment shall be furnished by the Employer.

ARTICLE XIII

Notifications

The Employer agrees to notify the Union immediately of hiring or terminating of all employees.

ARTICLE XIV

Other Contracts

In the event the Union signs an agreement with any retail Employer containing terms and conditions more favorable to the Employer than those terms and conditions herein contained, the Union agrees to immediately change this Agreement to meet said changes, if requested by the Employer, signatory to this Agreement.

ARTICLE XV

Jury Duty

Employees serving on jury duty (not to exceed once each calendar year) shall receive their classified rate of pay for the time required to be absent from their jobs for such services (less what pay they may receive as defined by law for jury services).

ARTICLE XVI

Funeral Leave

In case of a death in the immediate family, spouse, mother, father, mother-in-law, father-in-law, step mother, step father, brother-in-law, sister-in-law, child, brother, sister, step-child, step-brother, step-sister, grandparents, or any other relatives residing with (them) employees shall be paid for a reasonable period of absence depending upon the circumstances. Paid absences in excess of three (3) days is subject to approval of management.

ARTICLE XVII

First Aid

The Employer agrees to furnish and maintain a first aid kit in a designated place in the market, and to check said kit monthly to replenish any needed supplies.

ARTICLE XVIII

Seniority

- 1. Seniority shall prevail for all employees covered by this Agreement from the date of their employment. Probationary employees shall not acquire seniority for the first thirty (30) days, however, if retained their seniority shall be dated back to the first day of their employment. Employees hired for part time or extra work shall not acquire seniority.
 - There shall be established three seniority groups:

1. Journeymen and Head Meat Cutter.

Apprentices.

3. Female wrappers.

3. The Employer will post a seniority list in each market. Said list to be revised and reposted every six (6) months. In addition thereto, the employer will cause to be mailed to the Local Union a duplicate copy of the Seniority listings. When seniority lists are posted and there are no complaints as to its accuracy, within (30) days of the date it is posted, said list becomes final.

4. Lay-off and rehiring:

In the event of lay-off it is agreed that if fitness and ability is comparable all employees shall be laid off in accordance with their established seniority within their respective seniority group. The Employer and the Union shall determine fitness and ability, but in excercising such judgment they shall not contravene any articles of this agreement. In rehiring the last person laid off shall be the first person to be rehired.

5. Seniority shall be broken if an employee:

1. Quits.

2. Is discharged. If glad would live need to evablish

3. Fails to return to work within one (1) week after being recalled by the Employer by registered mail at his last known address.

4. Has been out of employment by the Employer for

a period of one (1) year.

6. The apprentice who graduates to a journeyman shall retain his seniority from the first day worked as an apprentice.

ARTICLE XIX

Accidents

All enployees covered by this Agreement shall receive full time pay for the time lost from work because of occupational injury (while on duty for the Company) until Workman's Compensation begins.

ARTICLE XX

Health and Welfare

The Employer shall contribute \$16.00 per calendar month for each employee who works an average of more than twenty-three (23) hours per week each calendar month.

Effective February 1, 1962, the Employer shall contribute \$21.00 per calendar month for each employee who works an average of more than twenty-three (23) hours per week each calendar month.

Payments shall be made into a fund set up under a Trust Agreement for the purpose of purchasing insurance coverage for all eligible employees working for the Employer under the terms and conditions of this Agreement. Details of the plan and benefits shall be attached to and become a part of this Agreement.

Beginning January 1, 1962, if the Employer fails to have the monthly contribution to the City National Bank and Trust Company, 10th and Grand Avenue, Kansas City, Missouri, on the first of the month, the Employer and the Union agree the following procedure shall be followed:

First—the Health and Welfare Office shall notify the Employer by Certified Mail of his delinquency. The Employer shall remit within ten (10) days after date of receiving such notice. If the Employer has not remitted by that time, the Union by agreement between the Union and Employer shall have a right to use economic action (strike) against the said Employer. A total of three (3) such notices during the period of this Agreement shall constitute just cause for economic action (strike) by the Union without further notice to the said Employer.

ARTICLE XXI

Call In Time

When the Employer requests or hires a part time journeyman, the Employer agrees to work the journeyman the hours that they were requested or hired for.

ARTICLE XXII

Leave of Absence

Section No. 1. Seniority employees shall be granted leave of absence for the following reasons:

A. Pregnancy.B. Sickness.

C. Death in an immediate family.

D. Military draft or military service reserve duty.

Section No. 2. A pregnancy leave of absence is granted to an employee who has at least one (1) year of continuous service. The leave must be taken not later than the end of the 6th month of pregnancy. It expires three (3) months after the birth or miscarriage unless the employer is provided with a written request from the employee's doctor for an extension which may not be for more than an additional three (3) months.

Failure to notify the Employer by the end of the 6th month of the need for a pregnancy leave shall forfeit the right of the employee for such leave and she shall be

considered as a quit.

Employee shall not continue to build up seniority for the actual period of time she is actually on pregnancy leave.

Pregnancy leave of absence shall not be considered as time worked for vacation or progressive rates of pay.

Section No. 3. An employee on a sick leave of absence for more than one (1) year may be separated from the payroll and considered a quit if mutually agreed upon by the Union and the Company, except in the case where such sickness leave of absence is as a result of an occupational injury or illness.

Section No. 4. Seniority rights shall not be broken when an employee is on a leave of absence except as provided in the section outlining pregnancy leaves. However, if an employee, while on leave of absence, accepts another job or goes into business for himself, he automatically terminates his employment and loses all rights with the the Employer.

Section No. 5. A Personal leave of absence may be granted by the Employer for a period not to exceed four (4) consecutive weeks to an employee with six (6) months or more of continuous seniority. A leave of absence of longer than four (4) consecutive weeks may be granted to an employee with six (6) months or more of continuous seniority if agreed to between Union and the Employer.

Section No. 6. The Union shall be notified by the Employer in writing when any employee is granted a leave of absence, indicating the date the leave becomes effective and the date it ends as well as the reasons for such leave.

ARTICLE XXIII

Upon signing this Agreement the Industry and the Union Officials agree to meet at least once every ninety (90) days to discuss all problems that may arise during the term of this Agreement.

Any agreements reached during these Labor-Management meetings shall be reduced to writing and shall then become a supplement to this contract.

ARTICLE XXIV

Period of Agreement

This Agreement shall remain in full force and effect from October 8, 1961, through October 6, 1963. The entire Agreement may be re-opened for negotiation of changes, if desired, on October 6, 1963, upon sixty (60) days notice in writing from either party to the other party. If no such notice is given, then the terms in effect on October 6, 1963, shall continue in full force and effect from month to month thereafter until sixty (60) days notice is served.

Employer

Union

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

December 15, 1961

Mr. C. H. Nothnagel Amalgamated Meat Cutters and Butcher Workman, Local # 576 1305 East 27th Street Kansas City, Missouri

(Street)

Dear Mr. Nothnagel:

We have in our file of collective bargaining agreements a copy of your agreement with Meat Markets. This agreement expired October 1961. .

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 //OC
2.	Number and location of establishments covered by agreement
	ARL RETAIL STORES IN THE KE MER.
3.	Product, service or type of business RETAIL FOOD
4. ex	If previous agreement has been extended without change, indicate new
1	Seey-July 8576
	1365 (Your name) (Position)