

CONTRACTS

IX-4/66

PHILADELPHIA FOOD EMPLOYERS AND MEAT CUTTERS

Pay raises, improved fringe benefits, and restrictions on moonlighting highlight the two-year contract between major Philadelphia area chain supermarkets and Locals 56, 195, 196, 198, and 199, which make up the Philadelphia Joint Council of Meat Cutters. The time limit of the contract is somewhat unusual for the city, the union says, as it is the first two-year agreement with the chain stores in over 10 years.

Total wage increases range from \$8 to \$12 a week for full-time employees, and from 20 to 28 cents an hour for part-timers, over the two-year period. In all, some 4,000 meat department employees are covered by the terms of the agreement.

The moonlighting provision, which applies to regular full-time workers, states that when these employees are proved to be working for a secondary employer within the industry, and such activity is properly called to the attention of the union, the employees are subject to discipline.

Employer contributions to the pension plan were boosted immediately from five cents to 7½ cents per hour per employee. A further increase, to 10 cents, became effective January 1, 1965.

Other changes in the agreement include four weeks' vacation after 18 (was 20) years of service, a second personal holiday in place of four hours' time off on election day, and retention of seniority if absent for ill health for 18 months (formerly one year).

The previous contract ran for 27 months, and was preceded by a strike-lockout (RLR 683, X-1). Text of the current agreement follows:

AGREEMENT

By and Between

JOINT COUNCIL OF PHILADELPHIA AND VICINITY

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO

LOCALS 56, 195, 196, 198 AND 199

and

RETAIL MEAT DEALERS

May 1, 1964 — April 30, 1966

THIS AGREEMENT made and entered into this day of _____ by and between _____ (hereinafter referred to as "Employer") and the JOINT COUNCIL OF PHILADELPHIA AND VICINITY and the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO and Local Union Nos. 56, 195, 196, 198 and 199 (hereinafter referred to collectively as "Union").

WITNESSETH

ARTICLE I

Purpose and Scope of The Agreement

SECTION 1. 1 - Purpose of Agreement

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve economic relations between the Employer and its employees covered

hereby and shall set forth the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

SECTION 1. 2 - Scope of Agreement

This Agreement shall apply to the meat, poultry, fish and delicatessen employees of the Employer coming within the jurisdiction of the Union in all stores and markets of the Employer located in the territories which are served as set forth in Schedule A hereto attached.

BNA Retail Labor Report

SECTION 1. 3 - Handling of Products

(a) In stores which operate a meat department, only employees covered by this Agreement who are members of the Union as herein provided shall handle those meat, poultry, fish or delicatessen products customarily sold in the aforementioned department whether fresh, frozen, smoked, cooked, cured, pickled, salted, cleaned and barbecued.

(b) Only employees covered by this Agreement will be engaged in the receiving of said products and all such products listed in paragraph (a) above will be cut, prepared, packaged, weighed, priced and sold on the premises; except, however, that where such items have customarily been prepared, packed and priced off the premises by the Employer prior to December 1, 1961, such items shall continue to be handled by employees covered by the terms of this Agreement.

(c) Likewise all such products which have heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

(d) Any revisions or amendments to 1. 3 (a) and 1. 3 (b) may be made by mutual agreement of the parties during the term of this Agreement.

SECTION 1. 4 - Manning of Meat Department

At least a journeyman or apprentice shall man the Meat Department whenever the store is open for business.

ARTICLE II Union Status

SECTION 2. 1 - Recognition

The Employer recognizes, and during the term of this Agreement will continue to recognize and deal with the Union or its successor as the sole collective bargaining agent for all of the Employer's employees as hereinabove set forth in Section 1. 2.

SECTION 2. 2 - Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 2. 3 - Non-Payment of Membership Dues

The Employer further agrees to discharge any employee for non-payment of uniform initiation fees and membership dues within seven (7) days after receiving written notice from the Union so to do.

SECTION 2. 4 - Dues Deductions

The check-off will be carried on in accordance with past practices. The Union will supply standard cards authorizing the deduction of uniform initiation fees and dues, which will be signed by the employees involved.

Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform initiation fees and dues made pursuant to the provisions of this Agreement.

SECTION 2. 5 - Hiring of New Employees

The hiring practice shall be as follows:

(a) When the Employer requires any workers, either for regular employment or for extra work, he shall apply to the office of the Union; the Union agrees to send any available workers of proven qualification who shall identify themselves by presenting Union work cards and who shall be directed to report to the Employer's place of business.

(b) In the event that any worker so referred is not suitable to the Employer, the Employer has the right to refuse him employment.

(c) In the event that the Union cannot supply workers applied for by the Employer, the Employer may secure new employees from any source; upon hiring such new employees, the Employer agrees to immediately notify the Union. And upon further condition that such new workers shall be subject to the other provisions of this Article.

(d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or affected by Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification and skill or Employer reference.

SECTION 2. 6 - Union Activities During Working Hours

(a) The Union or its duly authorized representatives may, during working hours, have access to the Employer's places of business covered by this Agreement, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

(b) Any complaints and grievances may be discussed with the representatives of the Employer during working hours. The Union agrees, however, that such matters will not be discussed with store employees during their hours of employment.

(c) The performance of Union duties and Union activities will not be carried on during hours of work.

(d) There will be no discrimination against any employee because of Union membership or Union activities.

ARTICLE III

Wages

SECTION 3. 1 - Schedule of Wage Changes

During the term of this Agreement the Employer shall pay the wages and increases as outlined in Schedule C hereto attached and made part of this Agreement.

SECTION 3. 2 - Job Classifications and Rates

(a) All job classifications, rules and regulations governing employment and scale of minimum wages are set forth in Schedule C hereto attached and made a part of this Agreement.

(b) Any employees receiving a higher straight-time rate than the minimum rate set forth in Schedule C for the particular classification, shall not have his or her wages reduced as a result of this Agreement, but the Employer agrees that any differential above the minimum which heretofore existed shall be continued.

SECTION 3. 3 - Specific Pay Day and Wage Receipt

Employees shall have a specific pay day, and each employee shall be furnished a company receipt of pay specifying the employee's weekly gross earnings, basic rate of pay, straight-time hours worked, overtime hours worked, premium pay hours worked and any and all deductions made from gross pay.

This is to become effective as soon as operations permit.

SECTION 3. 4 - Pay for Occupational Injury

Employees who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day that the injury occurs. If the Doctor requires the employee to return for further treatment during the employee's regular scheduled work hours, the employee shall suffer no loss of pay for such time so spent.

SECTION 3. 5 - Physical Examinations

An Employer who requires employees to take a physical examination, or where the employee is required by law

to take a physical examination as a condition of employment, the Employer shall pay the cost of such examination.

SECTION 3. 6 - *Company Meetings*

If employees are required to attend company-called meetings, outside of his or her regular scheduled hours of work, such time spent attending such meetings shall be considered overtime hours of work and shall be compensated for at the overtime rate of pay.

ARTICLE IV Hours of Work

SECTION 4. 1 - *Work Week*

(a) The work week shall consist of five (5) days totaling forty (40) hours exclusive of meal periods, and said forty (40) hours of work must be performed within the schedule of daily hours provided in Section 4. 2 of this Agreement.

(b) There shall be no split shifts or staggered hours, nor shall employees be given time off in lieu of overtime or premium work.

SECTION 4. 2 - *Schedule of Hours*

The hours of employment for all employees covered by this Agreement shall be from 7:00 A.M. to 6:00 P.M., Monday through Saturday within the forty (40) hour work week.

A. FULL-TIME SELF-SERVICE DEPARTMENTS

Full-time employees shall be scheduled to work five (5) days consisting of not less than eight (8) hours per day with one (1) day until 9:00 P.M. Any time worked before 7:00 A.M. or after 6:00 P.M. on any other day, Saturdays excepted; or for more than eight (8) hours in any one day shall be compensated therefor at the overtime rate provided herein.

A. FULL-TIME SERVICE DEPARTMENTS

Full-time employees may be scheduled to work one (1) ten (10) hour day, and the other four (4) days not to exceed eight (8) hours. Employees may work any one day until 9:00 P.M., Saturdays excepted. Any hours worked beyond the aforementioned hours in any one day shall be compensated at the overtime rate provided herein.

B. PART-TIME

(1) Part-time employees shall be scheduled to work, if available, not less than four (4) hours per day, except on Friday or the long day preceding a holiday when the employee shall be scheduled for not less than eight (8) hours. Within this schedule the employee may be scheduled to work one (1) day to 9:00 P.M. at straight time. Any time worked before 7:00 A.M. or after 6:00 P.M. shall be compensated therefor at the overtime rate provided herein except as set forth above.

(2) Part-time employees called in and reporting for work shall, if available for work, be guaranteed four (4) hours' of work or four (4) hours' pay on any day except Friday or the long day preceding a holiday when the guarantee shall be eight (8) hours' work or eight (8) hours' pay.

(3) Where practicable and possible within a store, the Employer shall endeavor to combine existing part-time assignments so as to create as many full-time jobs as possible.

SECTION 4. 3 - *Saturday Night Hours*

No work shall be performed on Saturdays after 6:00 P.M. except in cases of emergency, in which event double time shall be paid for all work performed on Saturdays after 6:00 P.M.

SECTION 4. 4 - *Overtime*

(a) All time worked by full and part-time employees outside of the specified daily hours, except as provided in Section 4. 2 above, and all time worked by full-time em-

ployees in excess of five (5) days or forty (40) hours shall be paid for at the overtime rate.

(b) All time worked by part-time employees in excess of forty (40) hours, regardless of the number of days, or after 6:00 P.M., except for the straight-time night shall be paid for at the overtime rate.

(c) In the event any employee is required to work a second night beyond 6:00 P.M., such employee shall be guaranteed a minimum of three hours work at the overtime rate, unless prohibited by law.

(d) Where a regular full-time employee is proved to be "moonlighting" or working for a secondary employer within the industry, and such activity is properly called to the attention of the Union, such employee shall be subject to disciplinary action by the Employer.

SECTION 4. 5 - *Explanation as to Premium Pay*

(a) OVERTIME — Overtime as defined herein shall mean one and one-half (1½) times the employee's straight-time hourly rate.

(b) DOUBLE TIME — Double time as defined herein shall mean twice the employee's straight-time hourly rate.

(c) DOUBLE AND ONE HALF TIME — Double and one-half time as defined herein shall mean two and one-half (2½) times the employee's straight-time hourly rate.

SECTION 4. 6 - *Explanation as to Full-Time and Part-Time Employees*

(a) A full-time employee shall be defined herein as an employee who is regularly scheduled to work twenty-nine (29) hours or more per week.

(b) A part-time employee shall be defined herein as one who is regularly scheduled to work less than thirty (30) hours per week.

SECTION 4. 7 - *Meals and Rest Periods*

(a) Each employee shall be scheduled for a meal period of not less than thirty (30) minutes nor more than one (1) hour, without pay, as specified by employer. There shall be no more than one (1) meal period during a day consisting of nine (9) hours or less.

(b) Employees working six (6) hours or less, but more than two (2) hours in any one (1) day shall receive one (1) fifteen (15) minute rest period and employees working more than six (6) hours in any one (1) day shall receive two (2) fifteen (15) minute rest periods, such rest periods shall be scheduled as near as possible to the middle of the work periods.

All rest periods mentioned above shall be compensable time.

SECTION 4. 8 - *Christmas Eve Work*

No work shall be performed on Christmas Eve after 5:00 P.M. Where an Employer has, prior to the date of this Agreement, maintained a practice that no work shall be performed after 6:00 P.M. on New Year's Eve, said practice shall continue during the term of this Agreement.

SECTION 4. 9 - *Work Schedules*

Weekly dated work schedules shall be posted in all stores without exception during the prior work week. The Store Manager or Meat Manager, whichever the company designates, shall be responsible for the posting of schedules. In cases of failure to post schedules during the prior work week, the first night worked shall be the straight-time night and any subsequent night shall be paid at the overtime rate.

SECTION 4. 10 - *Rotation of Overtime*

Overtime, if available within a department in each store, shall be rotated among employees of the department who are qualified to perform the work.

For the purpose of rotating this overtime, the following categories shall prevail:

1. Chief Meat Cutter, Backroom Men, Meatcutters and Apprentices. (Apprentices only if qualified.)
2. Weighers and Wrappers.
3. All others.

**ARTICLE V
Vacations**

SECTION 5. 1 - Vacation Benefit

Each eligible employee shall be entitled to the vacation benefit set forth below:

Length of Continuous On-the-Job Service	Full-Time Employee	Part-Time Employee
1. One (1) year or more, but less than three (3) years.	One (1) week	The number of weekly hours regularly scheduled.
2. Three (3) years or more but less than eight (8) years.	Two (2) weeks	Twice the number of weekly hours regularly scheduled.
3. Eight (8) years or more (effective 1/1/62) but less than twenty (20) years.	Three (3) weeks	Thrice the number of weekly hours regularly scheduled.
4. Eighteen (18) years or more.	Four (4) weeks	Four times the number of weekly hours regularly scheduled.

SECTION 5. 2 - Holidays Within Vacation Period

If one of the specified Holidays agreed upon in Article VI, Section 6. 1, except for the Personal Holiday, shall fall within the period of the full-time employee's vacation said full-time employee shall be granted an additional day's vacation, or in lieu thereof the equivalent of one (1) full day's pay based upon the full-time employee's regular straight time rate. Where an employee chooses as a vacation week the week in which General Election occurs, such employee shall receive either four (4) hours additional vacation or four (4) hours additional straight time pay. This provision shall apply even though the holiday falls on a day of the work week which would ordinarily be the day off for the full-time employee.

SECTION 5. 3 - Not Accumulative

Vacation benefits may not be carried over to the following vacation year.

SECTION 5. 4 - Vacation Scheduling

Vacations shall be selected by the employee on the basis of Company seniority within a store regardless of classification. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks shall be taken in consecutive days within the vacation period, the third and fourth weeks may be scheduled at times mutually convenient to employee and Employer.

However, the Employer shall determine the number of employees within each classification within each store who may be on vacation at the same time.

SECTION 5. 5 - Proven Illness or Accident

Any full-time or part-time employee who works twenty-six weeks or more in the vacation year and who loses time because of accident or proven illness shall be entitled to his vacation provided for herein.

SECTION 5. 6 - Layoff

Any full-time or part-time employee with less than one year's service who is laid off shall retain his time worked as credit to qualify for vacation, providing he retains his seniority as stated in the contract for employees who are laid off and subsequently return to work.

**ARTICLE VI
Holidays**

SECTION 6. 1 - Specified Holidays

(a) All full-time employees covered by this Agreement are entitled to the following holidays, for which they are to receive full pay when not working, provided they work the day before and the day after such holiday, Sundays and designated days off excepted:

New Year's Day	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	(2) Personal Holidays

Full-time employees shall be entitled to two Personal Holidays each year after completion of three months of full-time service. The Personal Holidays may be taken on any work day selected by the employee, except during weeks in which another holiday occurs and provided that only one (1) employee per department is off during the week. The first personal holiday shall be taken during the first six months, and the second shall be taken during the second six months.

(b) Part-Time Holidays

Part-time employees, provided they have completed sixty (60) calendar days of work, shall receive holiday pay for the following holidays: New Year's Day, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as more fully set forth below.

(aa) Part-time employees with one or more years of service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay as indicated in (cc) below.

(bb) Part-time employees with less than one year of service shall receive holiday pay only if they are normally scheduled to work on the day on which the holiday falls as indicated in (cc) below.

(cc) Computation of Part-Time Holiday Pay

- (i) Normally scheduled to work less than thirty (30) hours a week — four (4) hours.
- (ii) Normally scheduled to work thirty (30) hours or more a week — eight (8) hours.

**SECTION 6. 2 - Holiday Work Week:
Hours and Wages**

(a) In a week which includes any of these holidays, the work week is to be composed of four (4) days consisting of thirty-two (32) hours of work and eight (8) hours of holiday time for which full-time employees will receive a full week's pay.

(b) All work performed by full-time employees in a holiday week on days other than the holiday and Sunday, and which is in excess of thirty-two (32) hours or thirty-six (36) hours, as the case may be, shall be paid for at the overtime rate.

(c) No work shall be performed on any of the above named holidays, except during an emergency and in such case, double time, exclusive of the regular weekly wages, shall be paid. 49/0

It is mutually intended that no work shall be performed on Sundays; however, if work is performed on Sunday, the employee shall be paid double and one-half time. All work on Sunday's shall be on a voluntary basis.

(d) In a week in which any of the above named holidays falls on Sunday, such holiday shall be observed on Monday, and if any work is performed on the said Monday, the holiday provision shall apply.

**ARTICLE VII
Leave of Absence**

SECTION 7. 1 - Absence for Full-Time Union Job

Any employee covered by this Agreement who takes a full-time job with the Union shall be given leave of ab-

sence not exceeding one (1) year, subject, however, to the renewal of such leaves of absence by mutual consent of the Union and the Employer for succeeding one (1) year periods.

SECTION 7. 2—Temporary Absence for Union Activity

Any employee who is selected as a delegate or representative of the Union in any activity necessitating temporary absence from employment shall be granted a leave of absence.

SECTION 7. 3—Reemployment

All leaves of absence shall be without loss of seniority and upon the termination of such leave of absence, the employee shall be re-employed at his former wage rate plus any increase or less any reduction that may have become effective during the said leave of absence.

SECTION 7. 4—Funeral Leave

(a) In case of a death in the immediate family of an employee, requiring the absence of the employee, the Employer shall grant a leave up to three (3) consecutive days to the said employee at regular pay, neither Sunday nor the scheduled day off is to be counted as one of the days.

(b) Immediate family is defined as including parent, spouse, child, brother, sister, mother-in-law or father-in-law.

(c) In no event shall the pay received under this Section result in any change in the employee's weekly pay.

SECTION 7. 5—Maternity Leave

Maternity Leave, if desired by the female employee, shall be granted without pay. Any regular full-time employee who shall become pregnant shall voluntarily commence her maternity leave not later than the beginning of the sixth month of pregnancy and shall have the right to return to a job with her past seniority to the date of her maternity leave provided she shall have been employed twelve (12) months or more continuously next preceding the beginning of the pregnancy, and provided further that the request for such return is made not later than two (2) weeks prior to the completion of ninety days after the termination of the pregnancy. Upon request for reinstatement, the employee shall furnish a doctor's certificate showing she is able to perform the normal duties of her job. Upon return to work any such employee shall be restored to the job in which she was last employed, or its equivalent, without loss of seniority, which would otherwise affect layoffs or rehiring. Such employee shall receive all other benefits which were effective as of the date that the maternity leave was taken.

SECTION 7. 6—Jury Duty

An employee called to jury duty shall be granted time off. The Employer shall pay the difference between the employee's juror's pay and his normal weekly base wages for a maximum of thirty (30) calendar days in any one calendar year while the employee is on jury duty. The employee must report back to work on any day that he is released from jury duty for the day.

SECTION 7. 7—Military Service

(a) An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service, but because on the job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range. The same shall be based on payroll service only.

(b) Employees entering the United States Armed Forces will be paid their earned pro-rata vacation grant through the last day of the month of active employment.

(c) Returning veterans who re-enter the Company's service during the year immediately preceding the vacation period and within the time set forth in the Selective Service and Training Act will be paid 1/12th of the annual vacation grant to which they may be entitled under Section A

for each month on the job during the year preceding the vacation period.

(d) For the sole purpose of determining the length of service with the Company, the time spent in the United States Armed Forces immediately following the temporary termination of service with the Company and ending not earlier than the date of the discharge of the individual from the United States Armed Forces and not later than ninety (90) days thereafter, shall be included in calculating the length of continuous on-the-job service required for eligibility for the various lengths of vacation grants, unless such period exceeds four (4) years and ninety (90) days.

ARTICLE VIII

Seniority

SECTION 8. 1—Seniority Calculation—Full-Time

(a) Seniority for full-time employees shall be based upon continuous service from the first day of hire within the bargaining unit. All new employees shall be on probation for a trial period of thirty (30) days, after which they shall be placed on the seniority roster and their seniority shall date from date of hire.

(b) Seniority employees laid off and subsequently recalled to work by the Employer within six (6) months from the lay-off date shall retain their seniority regardless of any change in their place of employment. Likewise, employees absent on account of ill health shall retain their seniority for a period of eighteen (18) months from the date of absence.

(c) When two or more employees are hired on the same date in the same classification, the Employer will determine their seniority status.

(d) For layoff and recall purposes, seniority within classifications shall be recognized within the bargaining unit covered by this Agreement.

SECTION 8. 2—Seniority Calculation—Part-Time

(a) Part-time employees shall acquire seniority rights after they have been in the employ of the Company for a period of thirty (30) days.

(b) Part-time employees laid off and subsequently recalled to work by the Employer within six months from the lay-off date shall retain their seniority regardless of any change in their place of employment.

(c) Part-time employees shall have preference over new employees for full-time employment, if qualified.

SECTION 8. 3—Lay-offs and Recalls—Rules

(a) In lay-offs and recalls, the Employer shall consider seniority in conjunction with ability and practicability. Where ability and practicability are equal, seniority within classifications shall govern. The principle that the last person laid off within a classification shall be the first to return to work will prevail.

(b) The Company agrees to notify both the Union and the employee involved at least one (1) week prior to such lay-off.

(c) Full-time employees who are reduced to part-time status in lieu of a lay-off shall be placed at the top of the part-time seniority roster.

(d) Where an employee has been absent for one week or more due to illness or accident, he shall be required to give his employer advance notice of his intention to return to work. In no case shall said notice be less than forty-eight (48) hours.

SECTION 8. 4—Promotions, Demotions and Transfers—Rules

(a) Promotions and demotions from one job classification to another, or transfers from one location to another, the Employer shall consider seniority in conjunction with ability and practicability. Where ability and practicability are equal, seniority will govern.

(b) The Company agrees to give reasonable notice to both the Union and the employee involved in all such promotions, demotions and transfers. In any event, not

less than seventy-two (72) hours notice in advance, except in cases of emergency.

(c) Employees shall give at least one (1) week's notice before terminating their employment with the Employer.

SECTION 8. 5 — Seniority Lists and Classifications

(a) There shall be separate seniority lists for Full-Time and Part-Time employees.

(b) The Employer agrees to furnish the Union twice each contract year with a separate seniority list for full-time and part-time employees indicating their last employment date.

SECTION 8. 6 — Seniority Credits for Vacations and Wage Rates

Part-time employees who become full-time employees shall be given credit for their former part-time seniority on the basis that two months of part-time work will be equivalent to one (1) month full-time employment for vacations and calculating rates of pay on automatic progression jobs.

SECTION 8. 7 — Disputes

Any dispute as to the above, which cannot be amicably settled shall be determined in accordance with the grievance procedure as outlined in Article XIII hereof.

ARTICLE IX

Health and Welfare Program

The Employer agrees to pay seventeen dollars (\$17.00) per month for each full time employee. This money shall be used to make available life insurance, accident and sickness benefits, and hospitalization and surgical benefits for the employee, his or her spouse, and dependent children under nineteen (19) years of age.

For the purpose of the Health and Welfare program, all those who work twenty-four (24) hours or more per week shall be considered full time employees.

All Health and Welfare payments will be made to the Health and Welfare Department of the respective Unions, no later than the first (1st) day of each month.

The Employer hereby adopts and agrees to be bound by the terms of a Trust Agreement entered into between the Union and certain subscribing employers, and any modification or amendments thereto.

It shall be the responsibility of the Employer to notify the Union immediately of any change of status of any member or members for whom the aforementioned payments are being made. Failure of the Employer to so notify the Union will continue the Employer's liability to make such monthly insurance payment, and the Employer will not be relieved of such liability until proper notice has been given to the Union. Employees out from work on account of illness or accident are to be considered as working, for health and welfare purposes.

Failure to meet the above schedule of payments shall be considered as an automatic breach of this Agreement and the Union, therefore, may have the right to strike.

The Employer agrees to pay the cost of health examinations or permits where such examination or permit is required.

ARTICLE X

Pension Plan

The Employer shall contribute seven and one-half (7½) cents per hour for each hour worked for each full-time employee, including holidays and vacations, into a jointly administered, actuarially sound, industry pension fund.

Effective January 1, 1965, the contribution shall be increased to ten (10) cents per hour.

For the purposes of the Pension Program any employee who worked twenty-nine (29) or more hours per week is considered full-time. Contributions are to be made for all hours.

The aforementioned pension fund shall provide to retired employees a benefit of \$3.25 per month times the number of years of continuous service and a \$1,000 death benefit coverage. It is understood that the present Company group life insurance and hospitalization coverage shall be terminated in respect to all retirees. The Employer agrees to pay such contributions as are from time to time necessary to maintain the soundness of the plan as determined by an actuarial study.

Mandatory retirement for all employees covered by this industry pension plan shall be sixty-five (65) years of age.

The Employer hereby adopts and agrees to be bound by the terms and conditions of a Trust Agreement entered into between the Union and certain subscribing Employers.

Failure to meet the above schedule of payments shall be considered as an automatic breach of this Agreement and the Union, therefore, may have the right to strike.

ARTICLE XI

Probationary and Trial Period

SECTION 11. 1 — Length of Probation

The first thirty (30) days of employment of an employee shall be considered a probationary period, except for meat apprentices, in which case the probationary period shall be ninety days. During said period the Employer may dismiss such employee for any reason whatsoever without the Union having any recourse to the grievance and arbitration procedure.

Except for wages and hours which are applicable during the probationary period, no other benefits shall become effective before the thirty-first (31st) day of employment, except as otherwise provided herein.

SECTION 11. 2 — Previous Experience

In establishing the rate of pay for newly hired employees, previous experience within the last three (3) years earned as a member of a local of the Joint Council of Philadelphia and Vicinity shall be counted. This section shall not apply to qualified journeymen whose rate of pay shall be established based upon all previous experience no matter where it was earned.

SECTION 11. 3 — Trial Period

There shall be a ninety (90) day trial period for all employees promoted to a higher job classification, during which the Employer may make a determination on continuing the employee in higher classification or returning him to his former classification. This section shall not apply to automatic rate increases within a job classification, but shall apply to promotion to Department Manager.

ARTICLE XII

Right of Appeal

SECTION 12. 1 — Discharge and Discipline — Right of Appeal

(a) The Employer shall not discharge or discipline any employee except for just cause. The Employer agrees to notify the Union within seventy-two (72) hours of any such discharge or discipline of any employee.

(b) Where an employee has been employed for a period longer than thirty (30) days, such employee shall have the right within one (1) week after the date of dismissal to appeal to the Union, whereupon the Union and the Employer may jointly investigate the reasons for such dismissal.

(c) If it is found that the said employee was dismissed without just cause, then the said employee shall be reinstated with full pay for time lost.

(d) In the event the Union and the Employer cannot agree concerning the justification of such dismissal, then the dismissal shall be arbitrated in accordance with the arbitration procedure herein set forth in Article XIII.

ARTICLE XIII**Grievance and Arbitration****SECTION 13. 1 - Settlement of Grievance**

(a) Should any difference arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, the matter shall be handled in the following manner:

Step 1—The grievance shall be taken up by the aggrieved employee accompanied by the Shop Steward or Committee man and the Store Manager within two working days after its first having been presented.

Step 2—In case of failure to arrive at a decision in the first step within two working days of its submission, the grievance shall be taken up by the Shop Steward or Committeeman if so advised by the Union or the Union Business Representative and the Company District Manager or Supervisor within five working days thereafter.

Step 3—In case of a failure to arrive at a decision in the second step within five working days, it shall be reduced to writing and referred to the officials of the Union and a designated official of the Company.

Step 4—In the event that the Union and Company officials fail to satisfactorily settle the grievance within two weeks of its submission, either the Employer or the Union may submit the grievance to arbitration by giving written notice of its desire to the other party.

(b) The parties agree, however, that issues concerning application or interpretation of the terms of this Agreement may arise of a general nature affecting or tending to affect more than one (1) employee in the bargaining unit and that such issues need not be subject to the entire grievance procedure, but may be initiated at any step deemed proper by the party bringing the grievance, prior to Step Four.

(c) All grievances and/or complaints concerning application or interpretation of the Terms of this Agreement must be brought to the attention of the respective parties within two (2) weeks after their occurrence, except in cases of appeals from discharge which shall be brought to the attention of the respective parties within one (1) week after the date of discharge.

SECTION 13. 2 - Board of Arbitration

(a) When arbitration becomes necessary each party shall forthwith select an arbitrator and the two (2) arbitrators shall select a third arbitrator or umpire, who shall act as chairman.

(b) The parties hereto agree to name their selection of an arbitrator within two (2) days after receiving notice from either party that adjustment of a difference or dispute cannot be resolved.

(c) The said two (2) arbitrators shall make every effort to choose the impartial arbitrator, but in the event that they are unable to agree upon the impartial arbitrator within five (5) days, the American Arbitration Association shall be requested to submit a panel from which the two (2) arbitrators shall select the third.

(d) The decision of the said Board of Arbitration shall be final and binding upon both parties.

(e) The expense of arbitration shall be borne equally by the respective parties.

SECTION 13. 3 - Decision by Board of Arbitration

The Board of Arbitration, by a majority vote, must render a decision not later than thirty (30) days after the difference or dispute has been submitted for their consideration. This period may be extended by mutual consent of the Union and the Employer.

SECTION 13. 4 - Reinstatement

In the event of an arbitration involving the dismissal of an employee, the Board of Arbitration may reinstate the said employee to his former position and seniority if no sufficient cause has been established, with or without back pay.

ARTICLE XIV**Strikes and Lockouts****SECTION 14. 1 - Strikes and Lockouts**

The parties hereto mutually agree that during the life of this Agreement there shall be no authorized strike, stoppage of work, slowdown, boycott, etc. by the Union, nor shall there be any lockout by the Employer for any reason whatsoever, and that any differences concerning the application or interpretation of the terms of this Agreement which cannot be amicably adjusted by and between the parties shall be submitted to arbitration in accordance with the provisions of Article XIII.

SECTION 14. 2 - Action by Union Officials

The Union and its official representatives will take every reasonable precaution to prevent any threat of, preparation for, or any unauthorized work stoppage, walkout or strike.

SECTION 14. 3 - Strikes by Other Locals

Nothing contained herein shall compel any employee to walk through a picket line set up by local unions parties to this Agreement; Meat Cutters Retail Joint Council of Philadelphia and Vicinity; Teamster Joint Council No. 53 of Philadelphia and Vicinity; American Bakery & Confectionery Workers Local No. 6; Retail Clerks International Association Local Unions 1349, 1357, 1358, 1360, 1361, 1371 and 1393 provided said strike has received the written prior approval of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Food Council of Philadelphia and Vicinity.

ARTICLE XV**Miscellaneous Provisions****SECTION 15. 1 - Stewards**

(a) The Stewards of the Union at all times shall be full-time employees.

(b) The Union will use its best efforts to secure as Stewards a high caliber of employees, who shall be required to conform to the standards and qualifications required by the Union and by the Employer.

(c) The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns.

(d) The Stewards shall be the last to be laid off in any case.

(e) The Union shall furnish the Employer with a complete list of Stewards, which shall be supplemented from time to time as may be necessary.

(f) In carrying out the intent of contract enforcement, Stewards and Committeemen shall have the right to inspect time cards.

SECTION 15. 2 - Enforcement of Standards

The Union agrees to do everything within its power to enforce its rules and regulations and, through advice, instruction, and example, to maintain the highest standard of work.

SECTION 15. 3 - Work Not Required

No member of the Union shall be required to perform work which is beyond his usual line of duty, such as but not limited to loading or unloading meat trucks, or skinning of the carcass of any animal. Personal cars of employees shall not be used for hauling.

SECTION 15. 4 - Laundry, Tools and First-Aid Kits

(a) The Employer shall furnish and launder one (1) apron per day and three (3) coats per week for each employee.

(b) The Employer agrees that top quality tools shall be provided and maintained in good condition.

(c) Each store shall be supplied with a first-aid kit, and it shall be the responsibility of the Chief Meat Cutter to keep the kit supplied with the necessary first-aid material and supplies.

(d) The Employer shall maintain lockers as well as adequate toilet facilities for the separate use of female and male employees.

SECTION 15. 5 - Relief

(a) Each meat department operated under the jurisdiction of this Union shall have a Chief Meat Cutter in charge. In the event that the Chief Meat Cutter, Backroom Man, Man in charge of Fish and Poultry, Chief Delicatessen Clerk is absent from his or her duties because of illness or any other reason for more than two (2) days during any week, then his or her job shall be filled by a competent replacement and shall be compensated in accordance with the scheduled base pay for the job. No one shall suffer a reduction in pay because of his filling in on such replacement.

(b) If any employee relieves another employee in a higher job classification than his own for more than two (2) days during any week, he shall receive the pay for that particular job for the exact number of hours of the week which he relieves that position.

(c) Meat Cutters working full-time in the back room of a service meat department for more than two (2) consecutive days or who accumulate more than twenty (20) hours of backroom work in any one (1) week shall be paid the backroom rate for the entire week.

SECTION 15. 6 - Increased Cost of Transportation

The Employer agrees to pay the difference in cost of transportation to employees temporarily transferred from one store to another, which transfer increases their normal cost of carfare.

SECTION 15. 7 - Union Store Card

The Union shall furnish to the Employer at least one (1) union store card for each of the Employer's stores covered by this Agreement, to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

SECTION 15. 8 - Unemployment Compensation and Temporary Disability

The Employer agrees to cover his employees for Unemployment Insurance and Temporary Disability Benefits if such is available under State Law.

ARTICLE XVI

Privileges

SECTION 16. 1 - Past Privileges

All privileges enjoyed by the employees and not specifically covered by this Agreement shall continue as heretofore, and shall not be eliminated or modified by virtue of the execution of this Agreement.

ARTICLE XVII

Validity of Contract

SECTION 17. 1 - Effect of Court Action

Should any Article, Section, paragraph or portion of this Agreement be declared by any Federal or State Court of competent and final jurisdiction to be unlawful, invalid, ineffective or unenforceable, said Article, Section, paragraph or portion shall not affect the validity and enforceability of any other Article, Section, paragraph or portion contained herein, and the remaining portions of this Agreement shall continue in full force and effect, subject, however, to the right of the parties hereto to re-negotiate any such Article, Section, paragraph or portion, and substitute therefor a lawful provision, provided, however, that if any such Article, Section, paragraph or portion is subsequently

declared to be lawful and valid, then it shall immediately be reinstated in the Agreement.

ARTICLE XVIII

Duration of Agreement

(a) This Agreement shall be effective from the beginning of the first payroll period nearest to the first day of May 1964 and shall be binding upon the parties hereto until and including the 30th day of April 1966, and thereafter shall continue from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of the original or any subsequent term of this Agreement, of the desire of that party for a termination or for modification of any of the provisions contained herein.

(b) In the event either party serves notice requesting modification in this Agreement, the Employer and the Union shall begin negotiations immediately on the proposed provisions of modification.

(c) Pending the outcome of such negotiations this Agreement shall continue in full force and effect, subject, however, to the right of either party to terminate the entire Agreement upon at least seven (7) days' written notice to the other party.

(d) In the event the parties agree to modify any of the provisions contained herein, such modification shall be retroactive to the termination date of this Agreement or any term thereof.

IN WITNESS WHEREOF, the parties hereto, their successors in title or their successors by operation of law, and their assigns, intending to be legally bound by this Agreement and the provisions contained herein, have caused these presents to be duly signed by their duly authorized officers and representatives.

EMPLOYER:

UNION:

JOINT COUNCIL PHILADELPHIA & VICINITY:

WITNESS:

SCHEDULE "A"

Territory covered by this Agreement:

All stores and markets located within the jurisdiction of Locals 56, 195, 196, 198 and 199, or within the jurisdiction of the Joint Council of Philadelphia and Vicinity.

SCHEDULE "B"

The following items shall be handled by Self-Service Meat Departments (All of these items are to be priced on the premises.):

It is agreed that this Schedule shall incorporate the self-service list finally agreed upon by the Joint Union-Management Committee which is presently considering this matter.

Fresh and Smoked Pork Sausage and Other Sausage Items:

Sausage — All types

All Sausage Kitchen Items, whole or pieces, pre-pack-
ed in Central Plant or by Packer.

Smoked Meats — Pre-Packaged:

All Smoked Hams, whole, halves, or slices

" " Picnics

" " Butts

" " Slab Bacon

" " Pork Squares

" " Boston Butts

" " Hocks

" " Beef Tongues

Frozen Meat Items — Pre-Packaged:

All Offal — Fresh or Frozen

All Meat and Poultry Pies, including croquettes, breads,
turnovers, ala King

All Patties, including hamburg, beefburgers, seasoned
or unseasoned

All Steaks, (sandwich, buttered, chipped, cubed, bread-
ed, seasoned or unseasoned)

Veal Cutlets

All Tongues

Rabbits

All Prepared Dinners

Poultry Items — Pre-Packaged — Eviscerated:

Fresh, Cooked or Frozen (whole):

All Whole Poultry

Frozen Consumer Packages (not to be broken for sale)

Poultry Items — Not Pre-Packaged — Fresh:

All Cut-Up Poultry

Fish — Fresh, Frozen, Cooked, Salted & Pickled, Cleaned:

Consumer Packages and Bulk:

All fish cleaned and gutted including smelts

All fish fillets

All fried and breaded fish, including oysters, scallops,
etc.

All Fish Cakes

Crab Meat

Deviled Crab

Lobster Meat

Lobster Tails

All Fish Pies

Shucked Clams

Shrimp, (All, including shrimpburgers)

All Seafood Dinners

Miscellaneous — Pre-Packaged:

Cheese — Sliced, Container, Cottage Cheese

Salads, Relishes, and Puddings, including gelatin items

All Meat and Cheese Spreads

All Pickled Items, including pickles, tomatoes, sauer-
kraut

Meat, Fish and Poultry (in cans or glass)

Pizza Pies

Miscellaneous

Fried Onion Rings

Packaged Mush

Chili Con Carne

Dog Food

The following items shall also be handled by Self-
Service Meat Departments: These items may be pre-pack-
aged and pre-priced:

Frankfurters, All Types

All Sausage Kitchen Items (Sliced)

Pork Roll (Sliced)

Bacon (Sliced and Ends, including Canadian)

Chunks Liverwurst

SCHEDULE "C"

In self-service or service meat departments, the fol-
lowing classifications may be used at the following rates:

FULL-TIME

Classification	Increase	5-1-64	Increase	5-1-65
Chief Meat Cutter	6.00	147.00	6.00	153.00
*1st Back Room Man	5.50	132.50	5.50	138.00
Back Room Man	5.50	128.50	5.50	134.00
(At least one in Service Meat Department)				
Meat Cutter — Male	5.00	118.50	5.00	123.50
(Service Departments, Includes Fish, Poultry, Etc.)				
Meat Cutter — Female	5.00	111.50	5.00	116.50
(Service Departments, Includes Fish, Poultry, Etc.)				
Chief Fish and Poultry	5.00	121.00	5.00	126.00
Chief Delicatessen Clerk				
First three months	5.00	111.50	5.00	116.50
After three months	5.00	114.00	5.00	119.00
*1st Back Room Man — In stores employing two or more Back Room Men, one shall be appointed 1st Back Room Man. This classification is assigned to the store and not to the person. Selection to be in same manner as Chief Meat Cutter.				

Classification	Increase	5-1-64	Increase	5-1-65
Apprentices				
First six months	4.50	86.50	4.50	91.00
Second six months	4.50	91.50	4.50	96.00
Third six months	4.50	96.50	4.50	101.00
Fourth six months	4.50	101.50	4.50	106.00
Thereafter — Backroom or Meat Cutter Rate.				

Weighers and Wrappers,

Delicatessen and Fish Clerks

Starting rate	4.00	75.00	4.00	79.00
After first three months	4.00	78.00	4.00	82.00
After second three months	4.00	82.00	4.00	86.00
After third three months	4.00	86.00	4.00	90.00
After one year	4.00	91.00	4.00	95.00
After eighteen months	4.00	95.00	4.00	99.00

PART-TIME

Classification	Increase	5-1-64	Increase	5-1-65
Backroom Man	.14	3.36½	.14	3.50½
Meat Cutters (Service Only)	.12½	3.10	.12½	3.22½
Meat Cutters (Not Qualified, Service Only)	.12½	2.52½	.12½	2.65

Weighers and Wrappers,

Delicatessen and Fish Clerks

Start	.10	1.87½	.10	1.97½
After first three months	.10	1.95	.10	2.05
After second three months	.10	2.05	.10	2.15
After third three months	.10	2.15	.10	2.25
After one year	.10	2.27½	.10	2.37½
After eighteen months	.10	2.37½	.10	2.47½

Employees assigned to work in the icebox are to be paid twenty-five (25) cents per hour for each whole hour so spent in the icebox.

Weighers and Wrappers assignments shall be governed by the following rules:

1. Shall not operate any mechanical butchers' device except slicing machine, wrapping machine, cryovac, Gryovex or similar types.

2. Shall not use a knife except as required in preparing and completing sausage kitchen items, etc., for slicing machine, except that male weighers and wrappers shall not be restricted from performing any work in fish, poultry and delicatessen departments.

3. Shall not be required to clean up except for their immediate area and equipment (including cases).

4. May assist in servicing cases and customers.

5. Females shall not be required to handle trays or packages in excess of 30 pounds to or from refrigerated boxes.

6. Shall not platter beef steaks, chops, and cut up stewing beef, veal and lamb, but they may platter the following:

(BEEF) Short ribs, plate beef shank bone in, cut up or boneless in whole piece.

(VEAL) Breast bone in or boneless in whole piece, flank and neck in whole piece also shank veal whole or cut up, veal tenders also sliced boneless sirloin and rump or cutlets.

(LAMB) Breast, flank, and neck bone in or boneless in whole piece, shank whole or cut up also sliced boneless sirloin or rump and lamb tenders or cutlets.

(PORK) Sliced long cut pork shoulders, picnics, Boston butts, pork tenders or cutlets.

Rules Applicable to Apprentices

Apprentices shall at all times be full-time employees. The apprenticeship program shall be two (2) years. A Joint Company-Union Evaluation Committee shall be established to examine apprentices graduating to Boxman.

RATIO OF APPRENTICES:

Apprentices are employees who duty shall be to cut meat at least 25% of the time, and among other duties in servicing meat departments to wait on customers.

The number of Meat Apprentices in any store may be established at the discretion of the Employer; however, it shall not exceed the following store ratio:

One (1) Apprentice for each Chief Meat Cutter;

One (1) Apprentice for the first three (3) Meat Cutters and/or backroom men; and

One (1) Apprentice for an additional two (2) Meat Cutters and/or backroom men.

An apprentice shall be examined not later than twenty-third (23rd) month of his apprenticeship. If he qualifies he will be graduated to Boxman. If he fails, he shall go to the Meat Cutter classification for an additional six (6) months. During the twenty-ninth (29th) month he shall be examined again. If he fails once more, he shall remain in the Meat Cutter classification for the final six (6) months, and during the thirty-fifth (35th) month he shall be examined again.

Failure at this point will require the Committee to determine the final classification of the affected person.