

JUL 7 1966

II X-4/69

5/66 - 4/69 (5/64)

A G R E E M E N T

By and Between

JOINT COUNCIL OF PHILADELPHIA & VICINITY

AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA AFL - CIO

LOCALS 56, 195, 196, 198 and 199

and

RETAIL MEAT DEALERS

The parties hereto agree to continue the Agreement dated 5/1/64 to 4/30/66 subject to the following modifications:

SECTION 1.3 (b) Add "as more fully set forth in Schedule B".

SECTION 2.2 "thirtieth day" shall read "thirty-first day".

SECTION 2.5 (a) Replace "work card" with "reference card".

SECTION 2.6 (d) There will be no discrimination by the Union against any employee who seeks membership in the Union nor by the Employer against any employee because of race, religion, sex, creed, color or national origin; nor by the Employer against any employee because of Union membership or activities.

SECTION 3.2 (b) Any employee receiving higher weekly wages than the minimum 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 Remove last paragraph. In its place shall be added "The Employer agrees to make available to the Union a copy of his New Jersey Unemployment and Disability reporting form, upon request.

SECTION 4 Any part of Section 4 that refers to 9 P.M. shall be amended to 10 P.M.

SECTION 4.2 (d) Appetizing Clerks hired as such or reclassified as such may work any number of nights Monday through Friday and Saturday during the day at straight time. At all other times contract premium rates apply. Appetizing clerks may not handle fresh meat, nor scale or gut fish, nor cut poultry; nor work in the fresh Meat Department.

SECTION 4.3 It is mutually agreed that no work is to be performed after 6P.M. on Saturday and no work is to be performed on Sunday. However, if work is performed on Saturday after 6 P.M. or at any time on Sunday the employee will be paid double his regular rate. All work on Sunday shall be on a voluntary basis; employees must be scheduled store hours, or a minimum of 4 (four) hours of work, or pay in lieu thereof. Employees required to work on Sunday shall be paid triple time.

SECTION 4.5 (c) Remove. In its place shall be "TRIPLE TIME - Triple Time is defined herein as thrice the employee's straight time hourly rate".

SECTION 4.6 (b) Change "thirty hours" to "twenty-nine hours".

SECTION 4.7 (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 and shall be compensable time.

SECTION 4.7 (c) Employees scheduled for forty (4) hours or more per week shall receive not less than ten (10) fifteen (15) minute breaks per week.

SECTION 4.8 - CHRISTMAS EVE WORK AND NEW YEARS EVE WORK

No work shall be performed on Christmas Eve after 5:00 P.M. and no employee may be required to work after 6:00 P.M. on New Year's Eve.

SECTION 4.9 Remove second sentence and third sentence. In its place shall be added "In cases of failure to post schedules the employee will be paid the overtime rate for all hours worked after 6 P.M. in addition to not less than eight (8) hours of straight time pay for that day.

SECTION 4.12 Remove

SECTION 5.1 (3) Change twenty (20) to seventeen (17), effective January 1, 1967.

SECTION 5.1 (4) Change eighteen (18) to seventeen (17) effective January 1, 1967.

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, at the employer's option, 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. 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 6.1 (a) An employee who is absent from work on either the scheduled day before or the scheduled day after a holiday because of verified illness or accident shall be paid for one holiday which occurs during the period of his illness or accident. An employee, however, who receives holiday pay shall not be entitled to sickness or accident pay for that day.

SECTION 6.1 (b) Add "provided they work the scheduled day before and the scheduled day after, however, if more than one holiday intervenes between the said two scheduled days, then only the first holiday will be paid for.

SECTION 6.2 (b) Remove "or thirty-six hours as the case may be".

SECTION 6.2 (c) Second paragraph is now included in 4.3.

SECTION 6.2 (e) In the event the Employer closes the store for "Good Friday Observance" not more than one hour may be considered a lunch period.

SECTION 8.1 (a) Continue first sentence with "company wide within the jurisdiction of the Joint Council of Philadelphia and Vicinity, in conformity with the contractual bargaining unit".

SECTION 8.1 (b) Employees who are laid off and are subsequently recalled to work by the employer shall retain their seniority regardless of any change in their place of employment if, (a) they have seniority of six (6) months or more and are recalled within one (1) year or (b) they have seniority of less than six (6) months and are recalled within six (6) months. Likewise, employees absent on account of accident and/or ill health shall retain their seniority for a period of eighteen (18) months from the date of absence.

SECTION 8.1 (c) When two or more employees are hired on the same date in the same classification or group, the Employer shall determine their seniority status at the end of the probationary period, and so inform the workers involved; copy of termination to be forwarded to Union office.

SECTION 8.1 (d) For layoff and recall purposes, seniority within the below listed groups shall be recognized within the bargaining unit covered by this Agreement.

GROUP IV

Chief Meat Cutter

GROUP III

Back Room Man
Meat Cutter
Apprentice

GROUP II

Chief Deli Clerk
Chief Fish and Poultry -
Clerk

GROUP I

Weighers and Wrappers
Appetizing Clerks
Clerk - Part Time

When an employee is scheduled to be laid off he shall have the right to claim a job within his group held by the least senior employee within his group. If, however, he is the least senior in his group, then he may claim only the job of a less senior employee in the next numerically lower group or any other numerically lower group and so on until the least senior employee in Group I is laid off; it is understood that there shall be only one bump within each group, and that the employee claiming the job shall be capable of performing it and that he be paid the rate provided for the job. It is further understood that an employee shall have the choice of taking a layoff rather than claiming a job in a lower group.

SECTION 8:3 (a) Add "or group" after classification, wherever it appears.

SECTION 8.4 (d) Requests for the transfer of an employee outside of this bargaining unit shall be made in writing, indicating; status of seniority, health and welfare, pensions and all other rights under this Agreement accompanied by the written consent of the employee.

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; likewise, full time employees who become part-time employees shall be given credit for their former full-time seniority on the basis that one month of full-time work will be equivalent to two (2) months part-time employment for vacations and calculating rates of pay on automatic progression jobs.

SECTION 9.1 The monthly Health and Welfare contribution for each eligible employee shall be as follows:

	Effective <u>5/1/66</u>	Effective <u>5/1/67</u>	Effective <u>5/1/68</u>
FULL TIME	\$21.00	\$25.00	\$29.00

SECTION 9.8

When an employee for whom the above contribution has been made is laid off, and would otherwise be terminated, he shall be permitted to reimburse the Employer for the contribution made during the period of lay off for a maximum period of three (3) months and the employer is obliged to continue the contribution upon receipt of the proper amount from the employee.

SECTION 10.1

The Employer shall contribute twelve and one-half (.12 1/2) 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 May 1, 1966.

Effective May 1, 1967, the contribution shall be increased to fifteen (15) cents per hour.

SECTION 10.3

The amount of \$3.25 shall be increased to \$4.50.

SECTION 12.1 (c)

If, after joint investigation, it is found that the said employee should be reinstated, or the discipline removed, then the said employee may be reinstated, with seniority, with or without back pay.

SECTION 12.1 (d) Add "discipline" after "discharge".

SECTION 13.4 (b)

The Executive Board of the Joint Council shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute; if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under this Agreement and the aggrieved employee will have the right to appear before the Executive Board of the Joint Council.

SECTION 15.4 (e)

The Employer agrees to provide a place in the store for a "Union Bulletin Board". Such place may be in the "Non Public" part of the store provided that it be in an area normally frequented by employees and will be kept clear at all times. (such as time clock area)

SECTION 17.2 - EXTENSION OF UNIT

The Employer agrees that where it establishes any other business of the type covered by this Agreement, whether a corporation, partnership or independent proprietorship, the controlling interest in which is owned or controlled directly or indirectly by the Employer, then such additional business operation shall become part of and be covered by this Collective Bargaining Agreement.

SECTION 17.3 - ADOPTION OF CONTRACT BY SUCCESSOR

The Employer agrees that this contract shall be valid and binding upon it and upon its heirs, successors or assigns. Before the Employer sells, leases, transfers or assigns the business covered hereby to any purchaser, transferee or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement, and the Employer agrees to do so. The Employer further agrees that there shall be no sale, transfer or assignment of the business unless the purchaser, transferee or assignee agrees to accept, abide by and be bound by all the terms and provisions of this contract. The Employer further agrees that there shall be no sale, transfer or assignment of this business unless the purchaser, transferee or assignee agrees to keep in its employ the employees represented by the Union under the provisions of this Agreement, and to recognize the Union as the bargaining representative of the employees covered hereby. When the purchaser, transferee or assignee accepts the contract and agrees to be bound by the terms thereof and signs a statement accordingly or countersigns the contract the seller shall be relieved of all the obligations he may have assumed under the terms of the contract.

If the Employer fails in any way to abide by his obligations under the above paragraph the obligation for wages and other benefits shall be enforceable by suit by any individual employee.

DURATION OF CONTRACT

Contract to run three years - to expire May 1, 1969.

SCHEDULE "B"

The following items shall also be handled by Self-Service Meat Depts. These items may be pre-packaged and pre-priced:

- Frankfurters, All Types
- All Sausage Kitchen Items (Sliced)
- Pork Roll (Sliced) Whole or piece
- Bacon (Sliced and Ends, including Canadian)
- Chunks Liverwurst, Caps, Chubs
- Scrapple
- Slab Bacon - Smoked
- Boston Butts - "
- Hocks - "
- Beef Tongues " =
- All Patties, including hamburg, beefburgers, seaaoned or unseasoned.
- All Steaks, (sandwish, buttered, chipped, cubed, breaded, seasoned or unseasoned)
- Cheese - Sliced, Container, Cottage Cheese
- All Meat and Cheese Spreads
- All Pickled Items, including pickles, tomatoes, sauerkraut
- Meat, Fish and Poultry (in cans or glass)
- Pizza Pies
- Fried Onion Rings
- Packaged Mush
- Chili Con Carne
- Dog Food

SCHEDULE "C"

WAGES

The wage increases and the effective date of each shall be as follows:

	Effective work week which includes <u>May 1, 1966</u>	Effective Work week which includes <u>May 1, 1967</u>	Effective Work week which includes <u>May 1, 1968</u>
Chief Meat Cutter	\$6.00	\$5.00	\$6.00
Back Room Man	5.00	5.00	5.00
Meat Cutters - Counter	4.00	4.00	4.00
Chief Fish and Poultry and Chief Deli	4.00	4.00	4.00
Apprentices	4.00	4.00	4.00
Weigher and Wrapper	3.00	3.00	3.00

PART TIME EMPLOYEES - PRO RATA ON ABOVE RATES.

Appetizing Clerks
(Hired on or after 5/1/66)

Start	2.10	2.15	2.20
After 3 months	2.20	2.25	2.30
After 2nd 3 Months	2.30	2.35	2.40
After 3rd 3 Months	2.40	2.45	2.50
After 4th 3 Months	2.50	2.55	2.60
After 18 Months	2.55	2.60	2.67

FOR THE EMPLOYER:

FOR THE UNION:

