CONTRACTS

MINNEAPOLIS FOOD STORES and MEAT CUTTERS LOCALS 653 and 653-A

Grocery and meat department employees of Minneapolis food stores are covered by separate three-year agreements, both of which are reproduced below.

Male grocery and meat department employees receive a wage of $15 weekly, in equal instalments, over the term of their contract, while female grocery and meat department employees get a $4 a week increase each year (RLR 674, A-3).

Other contract revisions include jury duty pay, a third week of vacation after eight years, and four weeks' vacation after 20 years. Early closings are provided on Christmas eve.

The contract covering meat department employees calls for a 7½ cent hourly premium on semi-automatic or automatic wrapping machines.

AMALGAMATED MEAT CUTTERS and BUTCHER WORKMEN of N. A. Local 653, Sec. A, Food Handlers Division, AFL-CIO

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into by and between the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 653, Sec. A, Food Handlers Division, Minneapolis, Minnesota, and vicinity, affiliated with the AFL-CIO, hereinafter referred to as the "Union," and ....., hereafter referred to as the "Employer."

ARTICLE I.
Recognition of Union

The Union is recognized as the sole and exclusive bargaining agent for all food market employees of the Employer covered under Article V. of this Agreement.

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 date on which this Agreement is signed shall remain members in good standing, and those who are not members of the Union on the date on which this Agreement is signed shall on the thirty-first (31st) day following the date on which this Agreement is signed 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 and hired on or after the date on which this Agreement is signed shall on the thirty-first (31st) day following the beginnning date of such employment become and remain members in good standing in the Union.

ARTICLE II.
Hours of Work — Overtime

Section 1. The basic workweek shall be forty (40) hours to be worked in any five (5) days between 7:00 A. M. and 6:00 P. M. for male employees and between 8:00 A. M. and 6:00 P. M. for female employees (except as provided in Section 7 of this Article). The daily hours shall be consecutive, except that each employee shall be given one (1) hour off for lunch each day, except on the day before Christmas when employment ceases as provided in Article III., Section 2 herein. No Employer shall be permitted to work an employee covered herein on a split shift.

Section 2. Any employee working in excess of eight (8) hours per day, forty (40) hours per week, or after 6:00 P. M. shall be paid time and one-half (1½) of their regular rate of pay for all hours so worked. Male employees shall be paid time and one-half (1½) for all work performed before 7:00 A. M. and female employees shall be paid time and one-half (1½) for all work performed before 8:00 A. M.

Section 3. Regular employees who work on the sixth (6th) day of the week shall be paid no less than a One and no/100 Dollar ($1.00) bonus in addition to the regular rate for eight (8) hours work. **Effective September 1, 1963, regular employees who work on the sixth (6th) day of the workweek shall be paid at the rate of time and one-half (1½) in lieu of the One and no/100 Dollar ($1.00) bonus.**

Section 4. (A) A full-time employee shall be entitled to two (2) ten (10) minute rest periods for each eight (8) hour shift without loss of pay, which shall be considered as time worked.

(B) A part-time employee shall receive a rest period of ten (10) minutes for any shift of not less than four (4) hours unless broken by a meal period.

Section 5. Any employee who has worked a regular full day shift and is required to work after 6:00 P. M. in night operations shall receive a twenty (20) minute supper period with pay. If said employee takes in excess of twenty (20) minutes, the Employer is not required to pay for the supper period.

Section 6. Regular full-time employees shall not suffer loss of employment or be rescheduled so as not to receive their full work week between the hours of 8:00 A. M. and 6:00 P. M. in case of female employees and between the hours of 7:00 A. M. and 6:00 P. M. in the case of male employees, as a result of establishing a shorter day operation.

Section 7. It is further provided that in lieu of the provision set forth in Section 1 of this Article:

(a) The regular full - time workweek for new employees need not be scheduled between the hours of 8:00 A. M. and 6:00 P. M. in the case of female employees (7:00 A. M. and 6:00 P. M. in the case of male employees). The hours worked after 6:00 P. M. will be paid at the rate of time and one-half (1½) and will be counted as part of the regular workweek.

(b) Present employees who volunteer to accept a workweek scheduled on the same basis as new employees may be so scheduled and the hours worked after 6:00 P. M. will be counted as part of the regular workweek. The employee's request should be in writing. After an employee has agreed to accept such a work scheduled (as provided in sub-section (a) of this Article) he may not later insist on the day time workweek as set up in Section 1.

(c) But in any event, full-time employees shall not be required to work in excess of two (2) nights per week.

Section 8. Twelve (12) Hours: Part-time employees, except those working Saturday only, will be scheduled to work a minimum of twelve (12) hours employment each week, provided however, that the parties recognize that to put this into effect will take some time and an adjustment period. The method in which the twelve (12) hours are applied is set up in an addendum. In the event a part-time employee is scheduled to work, he shall be entitled to a minimum schedule of twelve (12) hours per week. However, no present part-time employee shall have his hours reduced in order to put this Article into effect, as per memorandum of understanding.

Section 9. Carry-out: The Employer will make every effort to schedule carry - out employees, except those working on Saturday only, at no less than twelve (12) hours per week. When present employees are terminated for any reason, the hours worked by such employees shall be distributed among other employees to accomplish a minimum of twelve (12) hours, if scheduling permits.

At the end of one (1) year, the parties agree to meet and to work out any problems that may be involved in putting these conditions into effect.

ARTICLE III.
Holidays

Section 1. It is agreed that no clerk shall be required or permitted to work on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. Regular full-time employees shall receive eight (8) hours of straight time pay for each of the above listed holidays not worked. It is further agreed that all markets be closed on the above mentioned holidays, regardless of the type of business in which such markets are engaged. It is also agreed that all markets be closed by 2:00 P. M. on the day before Christmas unless Christmas falls on a Tuesday, then the markets shall be closed by 4:00 P. M. on the day before Christmas. In a week in which a holiday occurs, the workweek will be thirty-two (32) hours. Regular employees working on the fifth (5th) day in a holiday week shall be paid the same as the employees who work on the sixth (6th) day in a regular week.

Holiday Qualification: In order to be qualified for holiday pay, an employee must have worked in the week before the week in which the holiday occurs, in the week in which the holiday occurs, or in the week after the week in which the holiday occurs. In addition, the employee must work his scheduled work day before and after the holiday unless excused by the Employer or unless absent due to proven illness or injury. If the employee does not meet the foregoing, he will not be entitled to the holiday pay.

Regular full-time employees who are normally scheduled to work on the third (3rd) Wednesday in July shall receive the following compensation in lieu of the historic Grocers and Meat Dealers Picnic Day. Regular full-time employees shall receive a Monday off with eight (8) hours straight time pay, which shall be followed by a scheduled Tuesday off so that the employee would have three (3) consecutive days off from Sunday through Tuesday.

Part-time employees shall receive an additional compensation to their wages received on the third Wednesday in July in the amount of the hours that they would have normally worked that day, not to exceed eight (8) hours of straight time pay.

Days off for regular full-time employees shall be by mutual agreement between the Employer and the employee, and the most senior employee in the store shall have first preference.

A reshuffling of the part-time employees schedules to deprive part-time employees who would normally work on the third (3rd) Wednesday in July shall not be allowed.

ARTICLE IV.
Vacations

Section 1. All regular employees in the continuous employ of the Employer for one (1) year shall receive two (2) weeks' vacation with pay.

Section 2. Part-time employees who work one thousand forty (1,040) hours and over six (6) months during a twelve (12) month period shall be entitled to a prorated vacation based upon their straight time rate of pay at the time of taking vacation on the basis of two (2) weeks of vacation per year. The twelve (12) month period shall be computed from the employee's anniversary date.

Full-time employees shall qualify for a vacation after working one thousand six hundred (1,600) hours or more during their anniversary year. If he works less than 1,600 hours, he will receive one-tenth (1/10th) of a full vacation for each one hundred sixty (160) hours worked.

Section 3. All regular employees in the continuous employ of the Employer for eight (8) years shall receive three (3) weeks' vacation with pay.

Section 4. All regular employees in continuous employment of the Employer for twenty (20) years shall receive four (4) weeks' vacation with pay.

Section 5. Newly hired full and part-time employees shall after June 15, 1962 receive their first week's vacation after one (1) year of service and two (2) weeks' vacation after two (2) years of service, three (3) weeks of vaction after eight (8) years of service and four (4) weeks' vacation after twenty (20) years of service with the same qualifications as stated above.

Vacations and holidays shall be considered as time worked for the purpose of the vacations.

Section 6. If a holiday falls during employee's vacation, he or she shall receive an extra day of vacation or the equivalent in pay. Employee shall receive vacation pay on eve of vacation.

ARTICLE V.

Wages — Minimum Wages for the Basic Workweek

(1) FULL-TIME MALE EMPLOYEES

	(New Rates) Effective 3-1-62		Effective 3-3-63		Effective 3-1-64	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
1st 6 Months	$80.50	$2.015	$ 85.50	$2.14	$ 90.50	$2.265
2nd 6 Months	84.50	2.115	89.50	2.24	94.50	2.365
After 1 Year	90.00	2.25	95.00	2.375	100.00	2.50
After 2 Years	95.00	2.375	100.00	2.50	105.00	2.625
After 3 Years	99.50	2.485	104.50	2.61	109.50	2.735

(2) FULL-TIME FEMALE EMPLOYEES

	(New Rates) Effective 3-1-62		Effective 3-3-63		Effective 3-1-64	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
1st 6 Months	$69.00	$1.725	$ 73.00	$1.825	$ 77.00	$1.925
2nd 6 Months	72.00	1.80	76.00	1.90	80.00	2.00
After 1 Year	76.00	1.90	80.00	2.00	84.00	2.10
After 2 Years	78.50	1.96	82.50	2.06	86.50	2.16
After 3 Years	82.00	2.05	86.00	2.15	90.00	2.25

Length of service shall be computed as that served by the employee with the undersigned Company or served as a member of Local 653 — Sec. A.

When an employee who has at least the equivalent of one (1) full year's experience in a produce department is given the responsibility of Head Produce Clerk, he shall receive an additional Three Dollars ($3.00) per week. The responsibility shall include buying (or ordering), pricing and display to the public.

A part-time clerk is defined as an employee who works an average of less than twenty-five (25) hours per week for four (4) consecutive weeks and shall be paid not less than the following minimum rates of pay per hour:

(3)	(New Rates) Effective 3-1-62	Effective 3-3-63	Effective 3-1-64
(a) Part-time help, male or female, 18 years of age or over	$1.675	$1.750	$1.825
(b) Part-time help, male or female, with one (1) year experience	1.675	1.75	1.825
(c) Part-time help, male or female, under 18 years of age and with less than one (1) year's exp.	1.425	1.50	1.575

Those part-time employees who work in excess of the hours shown above shall be paid in accordance with the full-time rate of pay provided herein for the number of hours worked. When a part-time employee acquires a full-time progression rate and is reduced below twenty-five (25) hours, he shall retain the rate he has acquired but shall not continue on periodic progression.

(d) Employees whose work is limited to bagging, carrying out and cleaning (this does not include any shelf stocking, case stocking or counter work) shall be paid One Dollar and Thirty Cents ($1.30) per hour before 6:00 P. M. and One Dollar and Forty Cents ($1.40) per hour after 6:00 P. M. (Effective March 3, 1963, One Dollar and Thirty-five Cents ($1.35) before 6:00 P. M. and One Dollar and Forty-five Cents ($1.45) per hour after 6:00 P. M.) Effective March 1, 1964, One Dollar and Forty Cents ($1.40) before 6:00 P. M. and One Dollar Fifty Cents $(1.50) after 6:00 P. M.

(e) Bagger and carry-out boys working in excess of twenty-five (25) hours per week shall be paid in accordance with Sec. (a), (b) and (c) of this Article.

Regular full-time male employees only, who are qualified to do the work available, shall have first preference in accordance with their seniority in each individual store for up to three (3) hours of scheduled employment at the time and one-half (1½) rate in accordance with the provision of Sec. 2, Article II of this Agreement.

This shall not be construed to mean that an employee employed on a regular schedule as permitted under Sec. 7 of Article 11 may be deprived of the time and one-half (1½) hours included in his regular schedule or that such an employee shall be entitled to additional hours at the time and one-half (1½) rate.

It is agreed that the scale of wages herein contained is a minimum scale only, and that nothing herein shall be used to defeat the intent and purpose of this Agreement.

Any one who has been receiving more than the minimum shall not have his or her wages cut or hours lengthened. Employees may be paid above the minimum set forth herein at the sole discretion of the Employer.

ARTICLE VI.

Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency will be considered as cause for dismissal. Over supply of help will be considered as cause for layoff.

ARTICLE VII.

Shop Steward

The Employer shall recognize a Shop Steward appointed by the Union. However, the performance of his duties shall not unreasonably affect his work and shall not interfere with the operation of the business.

ARTICLE VIII.

Picket Line Clause

It shall not be construed to be a violation of the Agreement for an employee to refuse to cross a picket line of a striking or locked-out union.

ARTICLE IX.

Labor-Management Committee

A committee composed of three (3) representatives of the employees and three (3) representatives of the Employers shall be established for the purpose of studying and attempting to resolve union-industry problems. The committee shall meet for the purpose of setting up rules of procedure.

ARTICLE X.

Bereavement

Each regular employee on the seniority list shall be entitled to up to a maximum of three (3) days of leave as required, with pay, in the event of a death occurring within his immediate family. Immediate family is defined as including only the employee's spouse, parent, children, brother or sister, mother-in-law or father-in-law.

ARTICLE XI.

Leave of Absence

The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Company in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

ARTICLE XII.

Jury Clause

The Employer shall grant to regular full-time employees who are required to serve on petit jury the difference between the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly rate of pay, and any jury fee paid

to the employee. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day or part of a day during any period of jury service, he is to report to his store for work.

ARTICLE XIII.
Visitation

Business representatives of the Union shall be admitted to the work rooms at all times employees of the Bargaining Unit are at work, to collect Union dues and to satisfy himself that the terms of the contract are being complied with.

ARTICLE XIV.
Pension

The companies signatory to this Agreement agree to maintain for the duration of this Agreement the established pension program which is jointly administered by the Union and the Employers, and further agree to make payments of Four Dollars ($4.00) per week for each employee working an average of over twenty-five (25) hours per week for each week such employee appears on the payroll into a fund for the purpose of providing a pension program.

ARTICLE XV.
Arbitration

Any complaint to be processed under this Article must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or overtime rate), vacation, holiday or bereavement pay. Grievances having to do with the payment or non-payment of the applicable wage rate, vacation, holiday or bereavement pay, may be raised at any time during the life of this Agreement and in case of violation, may be enforced retroactively back to the effective date of this Agreement or date of violation, whichever is later.

Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his representative. Any controversy which c a n n o t be so settled promptly shall be referred to a Board of Arbitration consisting of one (1) representative to be selected by the Employer and one (1) representative to be selected by the Union. The representatives so selected shall meet within three (3) days of their appointment and select a third (3rd) member of the Board who, when so selected, shall act as Chairman. Upon failure of the representatives so selected to agree upon a Chairman within a further three (3) day period, both parties agree that the Conciliation Service of the State of Minnesota shall be called upon to appoint a Chairman. The Board shall meet as promptly as possible within a ten (10) day period and shall render its findings and decision within five (5) days after conclusion of the hearings. The decision of the majority of the Board of Arbitration shall be final and binding on all parties concerned.

The expense of the Chairman shall be divided equally between the Employer and the Union.

ARTICLE XVI.
Seniority

For Those Employees Who Work Forty (40) Hours Per Week or More:

Seniority is defined as the length of the employee's service with each signatory company throughout the operations within the bargaining unit.

Regular full-time employees employed to work the basic workweek set forth in Article II hereof shall acquire seniority within the store thirty (30) days after hire and shall acquire seniority within the entire operation of the Employer covered by this Agreement after six (6) months of continuous employment. The employee's seniority shall then date back to his last date of hire.

Seniority shall apply to layoffs and rehire. The last employee hired shall be first laid off, and the last employee laid of shall be the first rehired. A reduction of an employee's work schedule below forty (40) hours per week shall be considered a partial layoff.

A full-time employee who is unavailable for reasons of his own convenience even though he accepts part-time work shall lose his seniority rights.

For Those Employees Who Work Twenty-five (25) to Forty (40) Hours Per Week:

All part-time employees with established seniority as of the effective date of this Agreement, and all part-time employees who thereafter work an average of twenty-five (25) hours per week during any four (4) consecutive week period, shall have seniority within the individual store. The employee's seniority date shall be the beginning of the four (4) week qualification period.

Seniority shall apply to layoffs and rehire. The last employee hired shall be first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below twenty-five (25) hours per week shall be considered as a partial layoff.

Part-time employees with seniority shall be entitled to preference for scheduling of hours within the individual store in the order of their seniority so that no junior part-time employee shall receive more hours of employment than a senior part-time employee. In the event there is a violation of seniority relating to the number of hours scheduled, the Employer shall correct such violation by re-scheduling during the following four (4) week period. A schedule of hours worked by part-time employees with seniority shall be posted within the store weekly. The time limitation on the filing of such a grievance shall not begin to run until the schedule is posted.

If a part-time employee with seniority declined the opportunity to work the hours to which he is entitled, he shall sign a waiver so stating, and shall lose seniority.

Preference for Full-Time Employment:

All part-time employees with the exception of those whose work is limited to bagging, carrying out and cleaning shall have the option of notifying the Company and the Union in writing within ten (10) days of the execution of this Agreement of their desire to obtain full-time employment. Employees who so notify the Company and the Union shall be given preference for full-time employment if qualified for an available opening by past experience. Part-time employees without seniority shall be given such preference within the store in which they are employed. Any employee who notifies the Company and the Union of his desire to obtain full-time employment who later refuses such an opportunity when offered to him shall be subject to dismissal.

A part-time employee who works less than twenty-five (25) hours per week shall acquire no seniority.

Seniority will be terminated if the employee quits, is discharged, fails to return to work within six (6) days after notice by registered letter to his last known address, or absence from the job for any reason other than sickness or injury, for a period in excess of one (1) year. In the instance of pregnancy, an employee shall be required to take a leave of absence no later than the end of the fifth (5th) month of pregnancy, and shall return to work when physically able; however, in no event shall this exceed six (6) months following the birth. Seniority shall not accumulate while an employee is off as a result of pregnancy.

At six (6) months intervals thereafter, the Company shall provide the Union with additions and deletions to the company-wide seniority list, including date of hire.

ARTICLE XVII.
Union Market Card

The Employer agrees to display in a conspicuous place the Union Shop Card of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, which is the property of the Union at all times, and may not be sold, and may be withdrawn by the Secretary of the Union or his deputy from any store for violation of this Agreement.

ARTICLE XVIII.
Linens, Dry Cleaning, Tools

No employee shall be required to pay for linens or dry cleaning, or be required to furnish tools.

ARTICLE XIX.
Shelf Stocking

The following items may be stocked by the suppliers: bakery goods, cookies, dairy products (defined as milk, cream, butter, cottage cheese and ice cream), cosmetics, baby foods, spices, household wares, and magazines. The stocking of these items will be held to at the minimum consistent with good operation. The above limitation shall not apply to the setting up of an initial display. Any violation of this Article may result in arbitration at the option of either party. The full costs of the neutral party will be borne by the losing party.

ARTICLE XX.
Separability

In the event any provision of this Agreement should be declared invalid by any Court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any Federal or State law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

ARTICLE XXI.
Terms of Agreement

THIS AGREEMENT shall supersede all previous agreements, either oral or written, and shall be effective as of March 1, 1962, and continue in full force and effect until March 1, 1965, and thereafter, unless a written notice be given by either party sixty (60) days prior to March 1, 1965 or the annual anniversary of the contract. Provided however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

SIGNED THIS ..... DAY OF ....., 1962.

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL UNION No. 653, SECTION A.

EMPLOYER

SICK and DEATH BENEFIT BY-LAWS
Food Handlers Division Local 653, Sec. A

Sick Benefits

All members in continuous good standing and good health for one (1) year or more, and two (2) years over the age of fifty (50), who become sick or incapacitated, shall be paid from the sick, accident and death fund and shall be governed by the following rules: All members must be in good health at time of joining the Union in order to participate in the sick and death fund.

Eligibility:

All members must belong to the Food Handlers Local 653-A for a period of one year, before they are entitled to any benefits. A member in good standing is defined as: a member who has paid a full-time initiation fee and dues in full. The date he makes the final payment on initiation fee and pays the dues in full including the current month is the month in which the twelve month period is computed from. Any member who is thirty days in arrears with his dues shall be deprived of all benefits and shall not receive any benefits until he is in good standing again with the Local twelve (12) months prior to claim for sick benefits.

If an employee is covered by Workmen's Compensation, he or she would not be eligible for benefits through this Local. There shall be no benefits paid for sickness or injury resulting from unlawful acts or from immoralities.

Amounts Receivable:

There shall be no sick benefits paid for the first week of sickness, unless a member is out a period of 4 weeks, then the first week is included. Only one sick benefit shall be paid for any one illness, regardless of the duration or reoccurrence.
Benefits are $20.00 per week for a total of six weeks in any twelve month period.

How to Make Application:

A MEMBER MUST CALL the Union Office and report his illness within a 30 day period. The Union Office in turn will send forms directly to the doctor. Please call the Union Office when you are released to go back to work. The Board of Trustees shall constitute the Advisory Board of sick claims and all sick claims must be inspected and approved by said Board.

Death Benefits

On and after July 1, 1926, all those Members of Local 653, Section A joining the Organization who have reached their fiftieth (50th) birthday, shall be entitled to a death benefit of $200.00 providing such member has been in continuous good standing in the Local Union for a period of two years immediately preceding his or her death.

The payment of death claims for Members of Local 653, Section A Food Handlers shall be: After having been a member in good standing for a period of one (1) year, $150.00 and after having been a Member in good standing for a period of two years, $300.00 and after having been a Member in good standing for a period of three years, $500.00.

A grace period of forty-five days shall be allowed all Members participating. If any member dies, having paid all previous dues on time and not the last month's dues, providing he or she is not more than forty-five days in arrears, the Local shall pay the claim in full. However; if any Member dies and is more than forty-five days in arrears the claim shall not be paid and all moneys so paid shall be forfeited. A member's dues must be paid in the month in which death occurs. A member in good standing is clearly defined under ELIGIBILITY in the sick benefits.

All moneys collected for the sick, accident and death fund shall be kept in a separate fund. All claims payable shall be paid from this fund. In the event that the Local has more claims than funds in the sick, accident and death fund, the said fund shall be supplemented by Local Assessments to meet all outstanding claims.

Sick and death benefit by-laws may be changed at any time by vote of the general membership.

BLOOD BANK

Have you joined your Blood Bank? Your donation of one (1) pint of blood is cheap insurance for you and your family. For further information call your Union Office.

CREDIT UNION

Your Credit Union welcomes the chance to help you! Are you in need of assistance for taxes — medical bills — vacations or an automobile? See your Credit Union first.

For additional information, please call your Union Office.

Section 6. If a holiday falls during employee's vacation, he or she shall receive an extra day of vacation or the equivalent in pay. Employee shall receive vacation pay on eve of vacation.

Section 7. In self-service meat markets only, vacation pay shall be computed on the basis of the employee's average earnings up to a maximum of forty-four and one-half (44½) hours of straight time pay for each week of vacation to which the employee is entitled.

ARTICLE IX.
Miscellaneous

Bereavement. Each regular employee on the seniority list shall be entitled to up to a maximum of three (3) days of leave as required, with pay, in the event of a death occurring within his immediate family. Immediate family is defined as including only the employee's spouse, parent, children, brother or sister, mother-in-law or father-in-law.

Shop Steward. The Employer shall recognize a Shop Steward appointed by the Union. However, the performance of his duties shall not unreasonably affect his work and shall not interfere with the operation of the business.

Picket Line Clause. It shall not be construed to be a violation of this Agreement for an employee to refuse to cross a picket line of a striking or locked-out union.

Labor-Management Committee. A committee composed of three (3) representatives of the employees and three (3) representatives of the Employers shall be established for the purpose of studying and attempting to resolve union-industry problems. The Committee shall meet for the purpose of setting up rules of procedure.

Leave of Absence. The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Company in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

When a Journeyman relieves a Head Meat Cutter for one (1) week or longer, he shall be paid the Contract rate for Head Meat Cutter for such time spent in relief.

ARTICLE X.
Jury Clause

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

ARTICLE XI.
Visitation

Business Representatives of the Union shall be admitted to the work rooms at all times employees of the Bargaining Unit are at work to collect Union dues and to satisfy himself that the terms of the Contract are being complied with.

ARTICLE XII.
Pension

The companies signatory to this Agreement agree to maintain for the duration of this Agreement the established pension program which is jointly administered by the Union and the Employers, and further agree to make payments of Four Dollars ($4.00) per week for each employee working an average of over twenty-five (25) hours per week for each week such employee appears on the payroll into a fund for the purpose of providing a pension program.

ARTICLE XIII.
Linens, Dry Cleaning and Tools

No employee shall be required to pay for linens or dry cleaning or be required to furnish tools.

ARTICLE XIV.
Union Market Card

It is agreed that a Union Market Card shall be issued to the Employer for display in a conspicuous place, in conjunction with the execution of this Agreement. Said Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, Local 653. In the event the violation of any term or provision of this Agreement by the Employer, the Union shall have the right to remove said Union Market Card from the premises.

ARTICLE XV.
Definition of Employer and Head Meat Cutter

Section 1. An Employer shall mean an individual, partnership or corporation conducting a retail meat market.

(a) No individual Employer shall be required to belong to the Union.

(b) Not more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in the establishment. All others are to be members of the Union.

(c) If an individual owner is working in the capacity of a Journeyman, he shall have the privilege of hirin one (1) apprentice.

Section 2. An Employer who assumes the responsibility of operating his own meat department shall not be required to hire a Head Meat Cutter. An Employer who does not assume the responsibility of operating his own meat department shall designate a meat department employee as the Head Meat Cutter.

ARTICLE XVI.
Arbitration

Any complaint to be processed under this Article must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or overtime rate), vacation, holiday or bereavement pay. Grievances having to do with the payment or non-payment of the applicable wage rate, vacation, holiday or bereavement pay may be raised at any time during the life of this Agreement and in case of violation, may be enforced retroactively back to the effective date of this Agreement or date of violation, whichever is later.

Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his representative. Any controversy which cannot be so settled promptly shall be referred to a Board of Arbitration consisting of one (1) representative to be selected by the Employer and one (1) representative to be selected by the Union. The representatives so selected shall meet within three (3) days of their appointment and select a third member of the Board who, when so selected, shall act as chairman. Upon failure of the representatives so selected to agree upon a chairman within a further three (3) day period, both parties agree that the Conciliation Service of the State of Minnesota shall be called upon to appoint a chairman. The Board shall meet as promptly as possible within a ten (10) day period and shall render its findings and decisions within five (5) days after conclusion of the hearings. The decisions of the majority of the Board of Arbitration shall be final and binding on all parties concerned.

The expense of the chairman shall be divided equally between the Employer and the Union.