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RETAIL MEAT AGREEMENT

November 1, 1982 to October 31, 1985

Between the

**Chain Store Operators,
Independent Retail Meat Markets
and Retail Fish & Poultry Dealers**

and the

**U.F.C.W., Butchers' Union,
Locals 115, 120, 498, 506 and 532
AFL-CIO & CLC**

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RETAIL MEAT AGREEMENT

THIS AGREEMENT, made and entered into this first day of November, 1982, by and between _____ hereinafter known as the Employer, and United Food & Commercial Workers Union, Locals 115, 120, 498, 506, and 532.

WITNESSETH:

For the purpose of promoting and perpetuating friendly relations between the Employer and the Union and all employees and individuals covered by this Agreement, and to establish fair and equitable operating and working conditions and also conditions of employment, the following Agreement is entered into:

ARTICLE I
Jurisdiction

Section (a) It is agreed that all fresh meat shall be cut, prepared and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter; provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit "A" and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

There shall be a Journeyman Meat Cutter on duty at all times where fresh meat is offered for sale except as provided for in Article III, Sections (k), (l) and (m) and Article IX, Sections (b) and (f), and as follows:

1. A Journeyman Meatcutter shall not be required to be on duty between the hours of 9:00 P.M. and 6:00 A.M.;
2. A Meat Department with one hundred twenty (120) scheduled hours (excluding clean-up employees) or less per week shall not be required to have a Journeyman Meat Cutter on duty for a period not to exceed three (3) hours per day, or a maximum of eighteen (18) hours per week.
3. If a Meat Department qualifies and utilizes the 120-hour Journeyman on duty exemption, then they are not entitled to the waiver of the Journeyman on duty after 9:00 P.M.

No Employee, presently employed in the jurisdiction of Locals 115, 120, 498, 532, or 506, employed as of November 1, 1979, will have his or her hours reduced or will be laid off as a direct result of implementing Modification of Exhibit A and/or Modification of Journeyman on Duty and the introduction of pre-priced poultry.

Section (b) Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish and/or rabbits which pursuant to current custom and practices are presently pre-fabricated and dissected, along with all cooked or pre-cooked meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises but all the above products, along with fresh, frozen, smoked or cooked sausages shall be handled, displayed, dispensed and offered for sale by Employees covered by this Agreement. Notwithstanding the above, pre-priced poultry (whole, cut-up and/or parts) may be merchandised.

In the event of the deliberate failure of an Employer to schedule an Employee to work in accordance with the provisions of the Collective Bargaining Agreement, when fresh meat is offered for sale, the Employer will be required to pay an amount equal to the wages which would have been paid to an Employee, to the Health and Welfare Plan.

ARTICLE II

A. Union Recognition

Section (a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement working in the retail markets of the Employer in the following Local Union jurisdictions:

Local 115: A. Humbolt and Del Norte Counties.
B. Lake, Mendocino, Sonoma, and Marin Counties; south to and including Novato.
C. Marin County north to Novato.
D. San Francisco County and the town of Daly City, Colma, Brisbane, South San Francisco, and Pacifica.
E. The county of San Mateo, excluding the town covered under D above.
F. The counties of Shasta, Tehama, Siskiyou, Modoc, Lassen, Butte, Glenn, Plumas, and Trinity.

Local 120: Alameda County and El Cerrito, Richmond, San Pablo, El Sobrante and Kensington Park of Contra Costa County.

Local 498: A. Sacramento County and the greater Sacramento area including Auburn, Placerville, and Woodland.
B. Lake Tahoe and vicinity.
C. The area covered by Oroville, Marysville, Yuba City, and Grass Valley.

Local 506: The Retail Markets and Frozen Food Locker Plants of the Employer in Santa Clara, San Benito, Monterey and Santa Cruz Counties.

Local 532: Napa, Solano, and Contra Costa Counties with the exception of El Cerrito, Richmond, San Pablo, El Sobrante, and Kensington Park of Contra Costa County.

Section (b) The parties to this Agreement recognize the competitive nature of this Industry and therefore agree that no individual having or claiming to have any proprietary interest in the firm of the signatory Employer under contract to Locals covered by this agreement will be permitted to work hours different from those established by this Agreement; nor shall such individual be permitted otherwise to violate the spirit of any working conditions established by this Agreement.

Once an Employer becomes subject to the terms and conditions of this Agreement such Employer thereafter shall continue to be subject to such terms regardless of any change in the nature of the entity by voluntary action or by operation of law including specifically reorganization as a partnership or corporation or any lease arrangement and including specifically operations conducted by Receiver, Board of Trade, or similar procedure.

B. Union Security

Section (a) Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Article shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union or shall, within a period of thirty-one (31) days, become a member of the Union; and also upon the accumulation of thirty-one (31) days of work for the Employer shall become a member of the Union.

Section (b) The employer shall discharge every person who has failed to comply with the provisionos of Section (a) of this Article II-B immediately upon notice of such non-compliance and further agrees not to again employ or re-employ any person so discharged until he or she is a member of the Union.

Section (c) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

C. Employment

Section (a) The Employer shall have sole responsibility for the full freedom in the selection and employment and discharge of persons employed or to be employed in work covered by this Agreement, subject to the provisions of this Agreement; provided that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

Section (b) An Employer who desires to employ a person in work covered by this Agreement shall give preference to persons who apply for such employment who have been employed within the geographical area covered by this Agreement in work covered under this Agreement within three (3) years immediately preceding the date of application for such employment.

Section (c) An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays, and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

Section (d) The Employer shall notify the Union within one week of the name, address, Social Security Account Number and classification of every such person employed in work covered by this Agreement, together with the date of such employment, and the location of the place or prespective place of employment. Whenever a person is rejected for such work, the Employer shall, upon request of the Union, notify the Union of the reason or reasons therefor.

Section (e) Any Employees hired shall report to the Union within one (1) week after date of employment to fill out and sign applications, forms and papers for health and welfare and pension purposes.

Section (f) There shall be no discrimination in the employment of otherwise qualified person because of race, color, sex, religious creed, national origin, or age.

Section (g) Definitions.

(1) A Regular Employee is one who has completed the sixty (60) day probationary period for all new employees in accordance with Article XIV hereof.

(2) A Relief Employee is one who is employed forty (40) hours per week as a relief for a Regular Employee.

(3) A Part Time Employee is one who is employed less than forty (40) hours per week on a regular basis.

(4) An Extra Employee is one who is employed for less than forty (40) hours per week and is not employed on a regular basis.

D. Discharge

Section (a) No Employee covered by this Agreement shall be suspended or discharged without just and sufficient cause. Discharge for failure to comply with Article II-B, Section (a), of this Agreement shall be deemed to discharge for cause.

In the event a Head Meat Cutter who has been demoted to Journeyman Meat Cutter feels that the demotion was discriminatory he or she shall have the right to appeal through the adjustment and arbitration proceedings of this Agreement.

Section (b) Before an Employee is discharged, he or she shall receive written warning of unsatisfactory conduct and copy of such notice shall be sent to the Union. The Employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. Such warning shall be considered null and void after six (6) months from the date of issue. The notice and warning required by this Section need not be given to Employees discharged for dishonesty, insobriety, insubordination, (as defined in Webster's International Dictionary), fighting on the job, malicious distruction of property or illegal use of narcotics.

Upon request from the Union, the Employer agrees to notify the Union in writing of the reasons for discharge of an Employee.

Section (c) Any Employee claiming unjust dismissal, demotion or suspension shall make his or her claim therefor to the Union within three (3) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an Employee has been disciplined unjustly, he or she shall be reinstated with full rights and shall be paid his or her wages for the period he or she was suspended, demoted or dismissed; or he or she shall be granted some other appropriate remedy mutually agreeable to the Union and the Employer, or as determined by the arbitrator.

Investigation of any claims shall be made within ten (10) days of the making of such complaint by the Employee.

Section (d) Any dispute arising out of any such suspension, demotion or discharge not settled by the procedure above shall be subject to the provisions of Article XV of this Agreement.

ARTICLE III
Hours

Section (1) Regular Employees shall be guaranteed payment for eight (8) hours of each day and for forty (40) hours for each week subject to the addition of all

premium and overtime provisions, unless, at the time they are told to report to work, they are advised that they are being hired or brought to work on a predetermined, short work week of less than five (5) days, or unless such work ceases to be available by reason of an Act of God or other reason beyond the control of the Employer. Subject to the provisions of Article XIII of this Agreement, the Employer shall post a work schedule in his or her shop no later than 5:00 p.m. Friday of each week and except in cases of emergency, no changes shall be made in the said schedule without forty-eight (48) hours' notice to the Employees involved in such change of schedule.

Employees who are not scheduled to work Saturday shall be notified by Friday, prior to completion of Employee's shift, of the change in schedule. Any Employee who is not notified of a change in his or her schedule in accordance with the provision shall work the following week on the same schedule as he or she worked the prior week.

Section (b) Five (5) full days of eight (8) working hours each within nine (9) consecutive hours, totaling forty (40) hours, shall constitute a week's work, Monday through Saturday of each week. Sunday, if worked, shall be the first day of the work week.

Section (c) Individuals hired on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, or Meat Clerk, as hereinafter set forth, provided that they are scheduled to work at least five (5) consecutive scheduled working days. In the event such Employee works less than five (5) days after having been hired as above set forth, then and in that event, he or she shall receive the rate of an Extra Employee for such periods.

Section (d) The straight time pay period for work performed shall be any eight (8) hours within a period of nine (9) hours worked between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday. Any Meat Cutter or Apprentice who may be required to work any part of his or her work day prior to 8:00 a.m. or after 6:00 p.m. shall be paid Two Dollars ($2.00) in addition to his or her regular rate of pay. In Locals 498 and 506 the hours are 9:00 a.m. to 6:00 p.m.

In so-called twenty four (24) hour operations any Employee scheduled to work a shift in which his or her normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his or her lunch while on the job.

Section (e) Shift assignments shall be determined by the Employer, with due consideration being given to hardship cases and cases of merit. Where shift changes are requested, the minimum lapse time between shifts shall be ten (10) hours and any Employee called back to work in less than ten (10) hours lapse time shall be paid time and one-half (1½) his or her regular straight time rate for all work performed during said ten (10) hour lapse period.

Section (f) One full uninterrupted hour shall be given as a meal period and no Employee shall work longer than five (5) hours without a meal period except as provided in Section (k), (l) and (m) of this Article III. Any employee who works in excess of five (5) hours without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours until released for a meal or relieved from duty.

Section (g) Time spent in store meetings or in meetings called by the Employer, before or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

Section (h) Extra Employees, discharged for cause, shall be paid for time worked.

Section (i) Extra Employees who report late for work need not be put to work; provided, that if put to work at all, they shall be paid only for the time worked.

Section (j) When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred to a scheduled interview by the Employer and no pay shall be required for such period of interview, unless he or she is put to work on such day of interview, in which event he or she shall be paid a full day's pay. In the event the Union dispatches an Employee who was previously discharged for cause by the Employer the Employee shall not be entitled to any minimum guarantees of work or pay.

Section (k) During one lunch hour in any work day in a market employing one or more Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one such Employee covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a Relief Employee or operate for one unattended lunch hour in a day, or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his or her lunch on the job.

Section (l) In the event a Meat Cutter shall work his or her lunch hour as hereinabove provided and completes the work day, he or she shall be paid his or her regular straight time rate of pay for the ninth (9th) hour.

Section (m) On Sundays and holidays in self-service markets, where only one Employee is performing work covered by this Agreement, he or she shall be provided with a full, uninterrupted hour off for lunch and the meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Section (k) and (l) of this Article III.

Section (n) Except as otherwise provided in Article VI, Section (e), in this Agreement, Employees working less than five (5) full days in a regular calendar week or less than four (4) full days in a calendar week in which a holiday falls, shall receive "Extra Worker's" pay as set forth in Article VIII. Notwithstanding the above, Employees who are scheduled on a regular part-time basis shall not receive the "Extra Worker's" rate of pay.

Section (o) The Employer agrees to keep records of time worked by all Employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.

Section (p) Employees shall be allowed an unscheduled ten (10) minute break in the first half of their shift prior to the meal period and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time.

ARTICLE IV
Overtime

Section (a) The Employer agrees he or she will not schedule any Employee to work in excess of fifty (50) hours in any six (6) work days, except in cases of emergency. Emergency, for the purpose of this Seciton, shall mean sickness, injury on the job, death, mechanical breakdown or lack of available manpower which would affect the proper operation of the shop.

Section (b) All work performed in excess of eight (8) hours in one (1) day, or on the sixth (6th) day worked in a calendar week, shall be paid for at the overtime rate, which shall be one and one-half (1½) times the Employee's regular straight time hourly rate of pay as set forth in Article VIII hereof. No Employee shall work seven (7) days in a calendar week, except in cases of emergency.

Section (c) Work performed on holidays shall be paid for at two (2) times the regular straight time rate of pay and time worked in excess of eight (8) hours on Sunday or holidays shall be paid for at two and one-half (2½) times the regular straight time rate of pay.

Section (d) Employees who are scheduled to work a regular eight (8) hour shift which commences before 8:00 a.m. or ends after 6:00 p.m. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two dollars ($2.00) shift premium required in Article III, Section (d), of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 8:00 a.m. and 6:00 p.m. on any day and who are required to work in excess of such eight (8) hours after 6:00 p.m. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two dollars ($2.00) shift premium required in Article III, Section (d). In Locals 498 and 506, the hours shall be 9:00 a.m. to 6:00 p.m.

Section (e) There shall be no pyramiding of overtime and/or premiums except as provided in Article IV, Section (f).

Section (f) Any Regular full-time Employee called to work on his or her scheduled day off shall be paid at the rate of time and one-half (1½) the regular straight time rate of pay for that day, except that if he or she works a sixth (6th) day that week, he or she shall be paid at the rate of straight time that day and at the rate of time and one -half (1½) on the sixth (6th) day. The Employee shall not be given a substitute day off unless he or she request another day off in lieu of the day off which he or she worked.

ARTICLE V
Travel Pay

Section (a) If an Employee is required by the Employer to travel between markets during the course of his or her work day, or is moved by the Employer from one market to another on a temporary assignment, or if an Employee is scheduled to work in a different market on different days in any one (1) week, he or she shall receive:

1. Mileage allowance, at twenty cent (20¢) per mile, or bus or taxi fare between markets, depending on the method specified by the Employer. Mileage allowance shall be increased at the same time and in the same amount, if the Internal Revenue Service implements a mileage allowance increase;

2. Reasonable out-of-pocket expenses such as bridge tolls and parking charges; and
3. Reasonable allowance for board and lodging, when required to remain away from home overnight, not to exceed twenty-five dollars ($25.00) per day.

The mileage allowance, or fare as above provided for, shall be paid for the extra mileage the Employee is required to travel over and above his or her normal travel to and from work from his or her home to the market at his or her regualr assignment.

Section (b) If an Employee is required by an Employer to travel during the course of his or her work day, he or she shall receive payment at his or her regular rate of pay for the time of travel. Lunch periods may not be used to travel from one place to another.

The provisions of this Article V, Section (a) shall not be applicable to an Employee who was, at the time of his or her initial employment, so employed, or to an Employee who accepts, as a result of his or her seniority, such work.

ARTICLE VI
Holidays

Section (a) The following days shall be observed as holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Employee's Birthday.

All Employees complying with the holiday provisions hereof shall have a straight time work week for four (4) days of thirty-two (32) hours in the calendar week in which a holiday falls and shall be paid for a full five (5) day, forty (40) hour work week.

The Employee's birthday shall also be a paid holiday and Employees shall receive pay for said holiday as if worked. Each Employee shall give his or her Employer notice of his or her birthday at least two (2) weeks prior to the week in which the birthday occurs. Such birthday holiday shall be enjoyed by the Employee on the actual date of his or her birth or on another day mutually agreeable to the Employee and the Employer during the week preceding, the week of, or the week following the actual week of the Employee's birthday. If an Employee's birthday falls on a day which is otherwise considered as a holiday, he or she shall receive an additional day off for the birthday in addition to the holiday on which it falls.

It is understood that the day of observance for Washington's Birthday, Memorial Day and Veterans' Day shall be those dates established by Federal Statue:

Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday, except that any Christmas or New Year's Day that falls on a Sunday will be observed on the Sunday.

When the grocery departments of the retail store is contractually required to be closed on any of the above holidays, the meat department shall also be closed.

Section (b) Employees who are required to work on any of the above-named holidays shall receive the applicable overtime rate as set forth in Article IV, Section (c) for all hours worked on said holiday.

Section (c) Employees working their scheduled work day before and their scheduled work day after the holiday shall receive pay for the holiday; except, that an Employee who is absent due to illness or injury for a period not in excess of thirty (30) days, or death in the immediate family and is, therefore, unable to work the scheduled work day before and the scheduled work day after the holiday shall receive pay for the holiday.

Any Regular Employee on temporary layoff who has worked any portion of the week preceding, the week of, or the week following the holiday week shall be paid for the holiday if temporary layoff has not and does not exceed thirty (30) days.

Section (d) Regular part-time Employees shall receive holiday pay for a holiday based upon one-fifth (1/5) of the average hours worked per week in the six (6) weeks immediately preceding the holiday. Extra employees are not entitled to holiday pay except as specified in Section (e) below.

Section (e) Extra Employees working the four (4) days in the week of a holiday shall be paid for the holiday, but in such event shall be paid at the weekly scale and not the extra scale.

Section (f) In the event the Employer schedules an Employee to work on a no work holiday, the Employer will be required to pay an amount equal to one (1) day's pay at the Journeyman rate to the Health and Welfare Plan.

Section (g) No Employee shall permitted to work after 7:00 p.m. on Christmas Eve and New Year's Eve.

ARTICLE VII
Vacations

In Locals 115, 120, 506 and 532, it is agreed to continue the present Northern California Butcher Unions and Employers Vacation Trust Fund, except as modified below, for the purpose of providing vacation pay to eligible Employees as provided for under this Article. The Employer will pay total vacation entitlement to the Employee, and be reimbursed by the Fund for that portion of entitlement attributed to Industry Service.

For Local 498, the Employer agrees to continue the present Retail Vacation Mobility Fund of the Retail Food and Meat Employers U.F.C.W. 498 Benefit Trust."

Section (a) All Regular Employees shall be entitled to receive one (1) calendar week's vacation with pay after the first year of Industry Service as defined in the Northern California Butcher Unions and Employers Vacation Plan, hereinafter referred to as the Plan, provided such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted. All regular full-time Employees shall be entitled to receive two (2) calendar weeks' vacation with pay after the second year of Industry Service as defined in the Plan; three (3) calendar weeks' vacation with pay after the fifth (5th) year of Industry Service as defined in the Plan; four (4) calendar weeks' vacation with pay after the fifteenth (15th) year of Industry Service as defined in the Plan, and five (5) calendar weeks' vacation with pay after completion of the twentieth (20th) year of Industry Service as defined in the Plan, provided in each case, such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted.

All regular part-time Employees on whose behalf contributions have been made by contributing Employers to the Plan in at least six (6) months within any twelve (12) month period shall be credited with Industry Service credit and shall be entitled to a pro rate of the 1-2-3-4 or 5 weeks' vacation in accordance with the terms and provisions as follows:

Employees will accumulate a full year of Industry Service if during their anniversary year they work for their Employer a minimum of one hundred eighty (180) days (1440 stright-time hours). Less than a full year of service may be earned as follows:

Straight-Time Hours	=	Credited Service
0 — 119		0
120 — 240		1/12
240 — 360		2/12
360 — 480		3/12
480 — 600		4/12
600 — 720		5/12
720 — 840		6/12
840 — 960		7/12
960 — 1080		8/12
1080 — 1200		9/12
1200 — 1320		10/12
1320 — 1440		11/12
1440 —		12/12

Section (b) For the purpose of computing or prorating vacation earnings, two percent (2%) of the Employee's earnings for the previous year equal one (1) week's vacation pay; four percent (4%) of the Employee's earnings for the previous year equal two (2) week's vacation pay; six percent (6%) of the Employee's earnings for the previous year equal three (3) weeks' vacation pay; eight percent (8%) of the Employee's earnings for the previous year equal four (4) weeks' vacation pay and ten percent (10%) of the Employee's earnings for the previous year equal five (5) weeks' vacation pay.

NOTE: Vacation pay shall be computed on the Employee's W-2 form earnings for the prior calendar year, except the first year of employment it shall be computed on total earnings during the first anniversary year of employment and when an employee terminates, it shall be computed on his or her earnings from the Employee's anniversary date of employment to his or her termination date.

Section (c) Where an Employee is entitled to three (3) or more weeks of vacation, the Employee and Employer may, if they mutually agree, provide that two (2) weeks may be taken at one time and the balance taken at one other time during the year, or, that two (2) weeks may be taken at one time together with payment in lieu of the balance thereof. The Employer shall be required to pay the Employee his or her vacation pay prior to the Employee taking his or her vacation and no Employee may be required or allowed to take vacations other than within the year in which they are due except that early vacations may be taken if mutual agreement as to the time and date of said early vacation is reached between the Employer and the Employee.

Section (d) Whenever a holiday falls during a vacation period of an Employee, he or she shall have the option to be paid his or her holiday pay without an extra day off or to take an extra day off at another time agreeable to him or her and his or her Employer.

Section (e) The Employer shall post or make available a schedule of available vacation dates by February 1st and the Employees shall indicate their preference of dates, if any, by March 1st. The principles of seniority shall be observed in the selection of vacation periods except that an Employee may not, after March 1st, exercise the right of greater seniority to change the vacation selection of an Employee having lower seniority. The Employer shall reserve the right to disignate the number of Employees that may be on vacation at any time, but in no event less than one Employee in any one week.

Section (f) Employees will be credited vacation service for time lost as a result of "on-the-job injuries", not to exceed 6/12 (720 hours) of a year's vacation credit.

Employees absent due to bona fide illness, other than industrial, may be credited with vacation service for time lost, not to exceed a maximum of 1/12 (120 hours) of a year's vacation.

Section (g) Pro rata vacation pay shall not be paid during the first year as above provided in case of discharge for cause or voluntary quit, except that on voluntary quit, where one (1) weeks' notice has been given to the Employer, the Employee shall receive pro rata pay.

Section (h) Pro rata vacation pay paid to an Employee under Sections (f) and (g) above shall be paid as severance pay.

Section (i)

(1) The Vacation Fund previously established shall be kept segregated from other vacation funds now or hereafter existing which are established by this Union and any other Employer, other than Retail, except as provided for in Section (k).

(2) The Fund shall continue to provide that an Employee who voluntarily leaves that service of an Employer and secures a job with another Employer in the Meat Industry shall forfeit one-half (½) of his or her accumulated years of service with that Employer and shall accumulate subsequent Vacation Benefit based upon the revised years of service.

(3) Employees discharged for dishonesty, insobriety, insubordination (as defined in Webster's New International Dictionary), fighting on the job or malicious destruction of property shall have their accumulated vacation term reduced in the same manner as that provided in (2) above.

(4) For the purpose of establishing the Plan, Locals 145, 120, 506 and 532 each Employee's accumulated years of service shall be his or her total period of service with the Employer by whom he or she is employed on October 1, 1968, or with whom he or she had rehire rights under the seniority section of this Collective Bargaining Agreement on that date.

For Local 498: the employers agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated January 21, 1970, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such Fund.

(5) Said establishment date for prior industrial service for employees working with an individual employer shall be July 1, 1980, as prescribed in the U.F.C.W. Local 498 Trust Agreement dated September 21, 1976, modified August 11, 1980.

Section (j) Vacation pay shall be allocable to the periods of time in which such vacation was earned.

Section (k) Extra Employees are not entitled to vacation accumulation or credit for any purpose.

Section (l) Effective July 1, 1980, the Employers shall pay all accrued vacations and shall be reimbursed, by the Fund, for industry service.

All claims for reimbursement from the Fund for vacation payments due to anniversary dates prior to July 1, 1980 become null and void if not submitted by June 30, 1981.

The Trustees are directed to reduce the Employer contributions for funded vacation as soon as possible, in the opinion of the Fund's consultant, after July 1, 1980. If in the consultant's opinion, it is feasible to eliminate contributions in order to utilize excess reserves, the Trustees are directed to do so. The Employer agrees to maintain the funded vacation plan, as modified, on the same basis as they have agreed to maintain the health and welfare plan.

ARTICLE VIII

Wages

Section (a) In the event the Federal Wage and Hour Law is applied to Retailing so as to increase the Employer's obligations hereunder, the parties shall reopen and revise this Agreement so as to preserve the intended work week and rates of pay pertaining thereof.

Section (b) The following shall be the minimum wages for all classifications indicated effective November 1, 1982.

	Straight Time Weekly Rates		
	1982	**1983**	**1984**
(1) Head Meat Cover (Directs over 5 regular employees)	553.28	573.28	593.28
(2) Head Meat Cutter	544.05	564.05	584.05
(3) Journeyman Meat Cutter	517.00	537.00	557.00
(4) Drivers in Retail Markets	489.12	509.13	529.12
(5) Meat Clerk, Cashiers, Delicatessen Workers (Conventional & Self-Service),	Hired before 11/2/79		
Demonstrators 90.5%	467.88	485.98	504.08
1st 520 hours, 55%	284.35	295.35	306.35
2nd 520 hours, 65%	336.05	349.05	362.05
Thereafter	387.75	402.75	417.75

The Employer agrees that Meat Clerks who are applicants for employment will not be discriminated against solely because of the fact that they were employed as of November 1, 1979.

(6) Apprentices, Retail Markets	Straight Time Weekly Rates 1982	1983	1984
1st 1040 hours, 55%	284.35	295.35	306.35
2nd 1040 hours, 65%	336.05	349.05	362.05
3rd 1040 hours, 75%	387.75	402.75	417.75
4th 1040 hours, 85%	439.45	456.45	473.45
After 2 years, Journeyman	517.00	537.00	557.00

EXTRA WORKER'S PAY (Monday through Saturday — 8 hours)

$1.25 per hour above straight time rate of pay for the appropriate classification for head meat cutters, journeyman meat cutters, and meat sales clerks.

Apprentices working less than forty (40) hours shall receive $1.25 per hour in addition to the appropriate rate.

(15) Clean-up Workers (Per Hour) (Clean-up Workers are those who clean up a market for a Butcher. These workers are not to handle meat or wait on the trade, except they may remove meat to clean the cases when the Meat Department is closed to the public)	7.14	
Hired after 11/1/82	6.00	per hour
Sunday Rate Factor Equals	1.65	percent
Extra Rate Factor Equals	1.25	per hour

All employees hired into the cleanup classification on or after ratification, November 14, 1982, shall receive six dollars ($6.00) per hour and that rate and the current rate for existing cleanup employees will be frozen for the term of the Agreement.

Wage Increases

Section (a) Effective the first Sunday of November 1983, the straight time hourly rate of pay shall be increased by fifty cents (50¢) per hour and effective the first Sunday of November 1984, the straight time hourly rate of pay shall be increased by fifty cents (50¢) per hour, except that rates for Meat Clerks and Apprentices will be the above increases on a percentage basis of the Journeyman's rate of pay. The above percentage increases shall be based upon the current straight-time hourly rate of pay for each classification excluding any cost-of-living adjustment that may be generated under the cost-of-living provision below.

Section (b) Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay.

Where two (2) or more Employees work a majority of their shift after 10:00 p.m., one (1) such Employee shall be designated as a Leadman and shall be paid a

premium of one dollar ($1.00) for the day's work, in addition to his or her regular rate of pay for that day.

Section (c) Except in markets operated by an Owner, only Journeymen shall operate a market as a "Head Meat Cutter."

Section (d) Employees shall be paid weekly. Extra Workers shall be paid for their work at the completion of their extra work.

Section (e) The Employer agrees to furnish each Employee with a wage statement showing period covered, name of Employee, hours worked, straight time and overtime (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each pay day, provided, however, that upon termination of employment, the Employee will be furnished a statement for final payment when final wage payment is made.

Cost-of-Living

The cost-of-living provision of the existing collective bargaining agreement shall be frozen and inoperable for the term of the new agreement from November 2, 1982 to and including October 31, 1985.

A cost-of-living provision will provide additional increases in wages, if applicable, for Head Meat Cutters, Journeymen, and experienced Meat Clerks employed on or before November 1, 1979, with appropriate and traditional percentages for inexperienced Meat Clerks, experienced Meat Clerks hired after November 1, 1979, Apprentices and Clean-up employees to apply as follows:

(1) Using the August, 1979, San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective May 4, 1980, by one cent (1¢) for each full .45 point that the February, 1980 Index exceeds 3.0 points over the base Index of August, 1979.

(2) Adjust hourly rates of pay, effective November 2, 1980, by one cent (1¢) for each full .45 point that the August, 1980 Index exceeds the last full .45 point increase in the May, 1980, adjustment.

(3) Using the August, 1980, San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective May 3, 1983, by one cent (1¢) for each full .45 point that the February, 1981 Index exceeds 3.0 points over the base Index of August, 1980.

(4) Adjust hourly rates of pay, effective November 1, 1981, by one cent (1¢) for each full .45 point that the August, 1981 Index exceeds the last full .45 point increase in the May, 1981, adjustment.

(5) Using the August, 1981, San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective May 2, 1982, by one cent (1¢) for each full .45 point that the February, 1982 Index exceeds 3.0 points over the base Index of August, 1981.

ARTICLE IX

Apprentices

Section (a) One (1) Apprentice shall be allowed to every four (4) Journeymen or fraction over four (4). Markets employing less than four (4) Journeymen shall be entitled to one (1) Apprentice.

Section (b) Apprentices shall not replace a Journeyman for extra work and in no event shall an Apprentice work without Journeyman supervision for more than three (3) hours during his or her first six (6) months' apprenticeship period or for more than four (4) hours during his or her second six (6) months' apprenticeship period, exclusive of meal periods.

Section (c) On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelly-Maloney Act) as set forth in the California Labor Code. Both the Union and the Employer will assist in developing sound and uniform Retail Industry-wide Apprenticeship Training Programs.

Section (d) Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote its decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

Section (e) A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards and an equal number of representatives appointed by the Food Employers Council, Inc., representing the Employers and an equal number of representatives appointed by each Butchers Union as follows: 115, 120, 498, 506 and 532, to represent all segments of the retail meat industry in Northern California, shall be charged with the responsibility of preparing a uniform Northern California, to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship Law (Shelly-Maloney Act), Title VII of the Civil Rights Act, and any other applicable Federal statutes.

The procedures, guidelines and standards as developed by the Joint Advisory Committee shall be used by Joint Aprenticeship Committees to train apprentice meat cutters working under contracts with Butchers Union Locals Nos. 115, 120, 498, 506, and 532. If the Joint Advisory Committee is unable to reach mutual agreement, matters in dispute shall be referred to the Regional Director, Region 9, Apprenticeship and Training Division, United States Department of Labor, for settlement.

Meat Clerks

Section (f) Meat Clerks may wrap, weigh, price and stock fresh, chilled or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish as well as cold and smoked meats and in addition thereto may display and dispense frozen meat, fresh, chilled and frozen poultry, fresh chilled or frozen rabbits; fresh chilled or frozen fish, as well as cold and smoked meat, and may also act as Demonstrator. Meat Clerks shall receive a premium of fifty cents (50¢) per hour to a maximum of two dollars ($2.00) per shift for each hour in which any work is performed before 9:00 a.m. and after 6:00 p.m.

Section (g) Meat Clerks may take bell calls (contact the customer, serve the customer, relay the orders to the butcher, wrap the merchandise and give it to the customer), and may also keep the meat cases tidy, and clean the glass and empty cases and empty trays.

In addition, the Meat Clerk may keep the counter neat and clean; fill the counter and replace trays of meat including boating; wait on the trade; collect money; give change cut a steak or roast which has already been processed by a Meat Cutter to

size in order to serve a customer, modify any prepared cut to suit a customer; use slicing machine, cube steak machines, and grinder to serve the customers.

Any Employees that are currently performing these described duties at whatever rate of pay they are currently receiving will not be reduced by virture of this expansion of duties.

Section (h) All work connected with or incidental to the demonstration of merchandise in the Employer's meat market shall be covered by this Agreement and such work shall be performed by members of the appropriate Bargaining Unit covered by this Agreement. No Demonstrator may perform such work in the Employer's meat market unless said Demonstrator is on the payroll of the Employer, or a Licensee of the Employer, and unless the Employer at all times holds and exercises full control of the terms and conditions of employment of any such Demonstrator while such work is being performed. Demonstrators shall be covered by all of the terms of this Agreement.

Section (i) Meat Clerks desirous of entering the meat cutter apprenticeship program shall make their desires known to the company in writing and such employees shall receive consideration for such training and, if selected, attend the apprenticeship training program. Said Meat Clerks entering apprenticeship training shall be given a thirty (30) day trial period. To the extent permitted by law, and in compliance with the terms of this Agreement, it is the intent of the parties to see that all minorities are given an opportunity to move into all classifications of work covered by this Agreement. Consistent with this objective, qualified Meat Clerks will be given preference by seniority over other applicants for such work.

There shall be no reduction in pay to a Meat Clerk covered under this Agreement as a result of entering the apprenticeship program, but the Meat Clerk rate shall apply until such time as the apprentice rate exceeds the Meat Clerk rate, at which time the apprentice rate shall apply. Said apprentice will then progress through the apprentice steps to journeyman. After completing the thirty (30) day trial period, all acquired company seniority shall be applied to the Employee's new classification.

ARTICLE X
Superannuated Employees

An Employee whose earning capacity is limited because of advanced age or other handicaps that may interfere with his or her activities as a Journeyman Butcher may be employed on suitable work, at a wage agreed upon by the Employee, the Employer and the Union.

ARTICLE XI
A. Health & Welfare
Locals 115, 120, 506 and 532

The Employer agrees to continue to make payments to Northern California Butcher Unions and Employers Health Trust Fund for the purpose of paying health and welfare benefits for Employees, their families and dependents.

Effective November 1, 1982 the Employer shall contribute one dollar and thirty-five cents ($1.35) per hour to the Fund for each hour paid for or worked, exclusive of overtime hours, for each individual employed to perform work covered by this agreement and shall be subject to and entitled to the benefits of the Trust Agreement

dated March 19, 1962, establishing said Fund, and any amendments or modifications thereto, including but not limited to the requirement to pay liquidated damages as set forth in said Trust Agreement.

The contribution rate specified herein shall be one dollar and fifty cents ($1.50) per hour for each hour paid for or worked, exclusive of overtime hours, effective November 1, 1983; the contribution rate specified herein shall be one dollar and sixty-five cents ($1.65) per hour for each hour paid for or worked, exlcusive of overtime hours, effective November 1, 1984.

The parties agree that sufficient reserves must be maintained in the health trust in order to guarantee adequate cash flow and prompt payment of claims and for these purposes it is agreed that such reserve shall be the equivalent of two (2) months' cost of operations. The Trustees are directed to pool the contributions of the health and welfare, and sick leave plans. The Employers agree to maintain the existing programs and if reserves fall below two (2) months' cost of operations for three (3) consecutive months, then in that event the Trustees are authorized to increase contributions in an amount necessary to re-establish the minimum reserve within a period of twelve (12) months. If the reserves are in excess of three (3) months' cost of operations, the Trustees shall reduce the Employer contributions by an amount which will maintain the necessary reserves. Retiree medical benefits shall continue to be funded by COB savings and the retirees, or a combination of the two.

In the event of legislation providing health and welfare or sick leave benefits which are also provided for under this Agreement, the Trustees are directed to immediately amend the Plan Document deleting duplicated benefits.

The Trustees are authorized and instructed to establish a "coordination-of-benefits" feature. Savings, insofar as savings can be calculated, will go toward improvement in retiree benefit coverage. The above is subject to approval by co-counsel.

Local 498

(a) It is hereby agreed that the Employer will pay Dental, Health and Welfare, and other benefits for each Employee who works eighty (80) hours or more per month, as provided in the Trust Agreement Addendum to be attached to this Agreement. In computing the eighty (80) hours hereinabove provided, it is understood that the time during vacation periods, sick and accident leave, jury duty, and holiday absences which is paid for as provided in the Collective Bargaining Agreement, shall be considered as time worked. Effective November 1, 1982, contributions to the existing plan shall be One Hundred Forty-Nine and 40/100ths Dollars ($149.40) per month for eligible employees.

(b) Effective November 1, 1984, increase health and welfare contributions to the existing plan to One Hundred Fifty-Six and 90/100ths Dollars ($156.90) per month for eligible employees pursuant to the letter of agreement by and between the employer and the Union.

(c) The Employers agree to maintain the existing program and if reserves fall below two (2) months' cost of operations for three (3) consecutive months, then in that event, the Trustees are authorized to increase contributions in an amount necessary to re-establish the minimum reserve within a period of twelve (12) months. If the reserves are in excess of three (3) months' cost of operations, the

Trustees shall reduce the employer contributions by an amount which will maintain the necessary reserves.

(d) In the event of legislation providing health and welfare or sick leave benefits which are also provided for under this Agreement, the Trustees are directed to immediately amend the Plan Document deleting duplicated benefits.

(e) The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health and Welfare Plan, and inasmuch as beneficiaries under the plan are entitled to health and welfare benefits for the period of time that they may have worked while covered by the plan even though contributions have not been paid on their behalf by the Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Health and Welfare Plan which would result from the failure of an individual Employer to pay such monthly contribution in full within the time period provided. Therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from such failure shall be presumed to be the sum of Twenty Dollars ($20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars ($100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contribution became delinquent, and shall be in addition to said delinquent contribution or contributions.

B. Sick Leave

Section (a) All Employees shall be entitled to four (4) days' sick and accident leave with pay after the first (1st) six (6) months of service with the Employer, four (4) additional days after the second (2nd) six (6) months of such service and eight (8) days annually for each year thereafter. Unused Sick and accident leave shall be cumulative to a maximum of thirty-two (32) days.

Section (b) An Employee who is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, shall not receive sick and accident benefits as provided herein; provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits or both, are less than the amount of the sick and accident benefits provided therein for such period, such Employee shall receive sick and accident benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient equal the amount of sick and accident benefits he or she would have otherwise received as provided herein.

Section (c) If an Employee is sick beyond the period of time for which he or she is entitled to sick leave benefits under this Agreement, then the Employer shall continue to pay him or her the amounts of sick leave benefits heretofore withheld because of such State or private carrier or self-insured plan payments.

Section (d) All sickness and accident benefits payments due under Section (b) of this Article in excess of five (5) days shall accrue and be payable when the Employee returns to work, is released by the doctor or when such State or private carrier or self-insured plan payments cease.

Section (e) A day's sick and accident benefit shall mean a day's pay at the rate in effect at the time the Employee qualified to receive the sick and accident benefit, and may actually be spread over more than one (1) day to integrate with other payments contemplated in Section (b) of this Article.

Section (f) The Employer shall reserve the right to request the Employee to produce a medical doctor's certificate verifying the fact of such illness.

Section (g) The sick and accident benefits shall be due and payable only as above provided and shall not be convertible to cash when not used.

Section (h) An Employee who is injured on the job and does not complete that day's work and is not permitted to return to work by a licensed medical doctor shall receive pay for the entire workday and such pay shall not be charged against sick and accident leave.

Section (i) The Sick Leave Fund heretofore created is continued, however, the Trustees are directed to modify it so that only "mobility" or Industry Service will be funded. Effective July 1, 1980, the burden for making sick leave payments to the Employees shall be the responsibility of the Employers.

The Employer will pay all sick leave directly to the Employee to the extent that he or she as accumulation. If he or she exhausts all sick leave with his or her current Employer, yet has some additional days in the Fund as a result of Industry Service, the Employer will issue same and be reimbursed by the Fund upon submission.

Section (j) Effective for anniversary dates falling on or after November 1, 1980, upon maximum accumulation, on the Employee's anniversary date each year, the Employer will make a one-half (½) cash pay-out to the Employee for all unused sick leave in excess of the maximum thirty-two (32) days.

Section (k) Effective November 1, 1980, upon retirement from the Northern California Butchers' Pension Fund, the Employer will make a one-half (½) cash pay-out of all unused sick leave to the Employee as severance pay. Only sick leave accumulated with Employer at retirement shall be eligible for the one-half (½) cash pay-off.

Section (l) Sick leave would be payable only following the first (1st) scheduled full day's absence from work and otherwise in accordance with the Collective Bargaining Agreement. If an Employee is hospital confined or off due to an on-the-job injury, on the first (1st) full scheduled day away from work, then sick leave will be payable with the first (1st) scheduled day.

C. Pensions

Section (a) The California Butchers Pension Trust Fund heretofore created is continued in existence and each individual Employer covered by this Agreement agrees to continue to contribute the sum of one dollar and twenty-five cents ($1.25) per hour worked or paid for exclusive of overtime hours, for each individual employed under this Agreement to said Trust Fund and agrees to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated January 3, 1958, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such Fund.

Section (b) The Trustees of the California Butchers Pension Trust Fund are instructed to enter into negotiations with the boards of trustees of other similar funds applicable to the Industry for the purpose of establishing a system of reciprocity or pro rata pensions so that all of the beneficiaires of the various programs can obtain maximum protection with respect to their eligibility for the amount of benefits and duration of benefits provided under each of the respective funds, subject to the approval of the programs by the Internal Revenue Service as not endangering their tax exemptions. Such negotiations should be instituted immediately in order that they can be completed as promptly as possible.

Pension Plan for Local 498

The parties recognize and acknowledge that the regular and prompt payment of Employer contibutions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by the Employer, that it would be extremely difficult if not impractical, to fix the actual expense and damage to the Fund and to the Pension Plan which would result from the failure of an individual Employer to pay such monthly contribuitons in full within the time period provided; therefore, the amount of damage to the Fund and Pension Plan resulting from such failure shall be presumed to be the sum of twenty dollars ($20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of one hundred dollars ($100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contribution became delinquent, and shall be in addition to said delinquent contribution or contributions.

D. Funeral Leave

Section (a) When a Regular Employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his or her immediate family, as defined below, the Employer shall pay him for eight (8) hours at his or her regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

(1) The Employee notified the Employer of the purpose of his or her absence on the first (1st) day of such absence;

(2) The absence occurs on the day during which the Employee would have worked but for the absence;

(3) The day of absence is not later than the day of such funeral except where substantial travel time is required;

(4) The Employee, when requested, furnishes proof satisfactory to the Employer of the death, his or her relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purposes of this Article, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, step-mother, step-father, step-children, mother-in-law, father-in-law, grandparents and grandchildren.

Section (b) A thirty (30) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of a member of his or her immediate family as hereinabove defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer.

ARTICLE XII
General Benefits

Section (a) Where the Employer requires the Employees to wear dress or uniform of any character, the Employer shall furnish such dress or uniform and provide for the laundry and upkeep thereof.

Section (b) All grinding of tools and sharpening of saws shall be at the Employer's expense.

Section (c) Employees who are required by the Employer to use clothing or boots other than those provided for in Section (d) of this Article shall have such clothing or boots supplied by the Employer.

Section (d) Employees required to work in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness.

Section (e) In each market which utilizes the "sage" sanitation system, protective wearing apparel will be provided by the Employer with the understanding that Employees using said protective apparel shall be responsible for returning it to its proper place.

Section (f) The Employer agrees to comply with prevailing Federal and State regulations.

Section (g) Paid absences from work, such as vacations, Holidays and sick leave, shall be considered as time worked for the purpose of this Agreement but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.

Section (h) Where the basis for amounts paid over the wage rates provided in Article VIII have been specifically set forth in writing to the Employee, they may be discontinued when the reason for their payments ceases to exist and the Employee has been so advised in writing with a copy to the Union.

Section (i) Where Employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.

Section (j) The Employer agrees that no Employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions which provides less benefits than the terms of this Agreement.

Secton (k) An Employee who wishes to be transferred to store locations nearer his or her home shall so notify the company in writing indicating the particular area and stores in question. When permanent vacancies arise in that store for which the Employee is qualified, the Employer will give full consideration to transferring him or her before filling the vacancy. If his or her transfer takes him or her across local Union juridictional lines, his or her seniority rights shall be as set forth in Article

XIV (g). Once a person has effected a transfer pursuant to this paragraph, future requests will not be honored for a two-year (2) period.

Section (l) Company rules will be furnished the local Union upon request.

ARTICLE XIII
Jury Duty

Section (a) An Employee who is summond and reports for jury duty shall receive the difference between jury pay and his or her regular daily rate of pay for each day for which he or she reported for jury duty and/or orientation on which he or she would normally have worked.

Section (b) In the event an Employee is released from jury duty at any time prior to 12:00 noon, he or she shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

All work in excess of a combined total of eight (8) hours spent on jury time and work time in any one (1) day shall be paid for at the overtime rate of one and one-half (1½) times the employee's regular straight time rate of pay.

Section (c) Time spent serving on a jury shall not be used in computing overtime.

Section (d) Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days of an Employee called for jury duty may be changed so the Employee reports on his or her day off.

ARTICLE XIV
Seniority

Section (a) Where merit and ability are approximately equal, seniority shall be recognized and Journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that when promotions are in order or higher rated jobs come open, those already employed by said Employer shall be given preference and fair trial period shall be given without jeopardizing the Employee's former rating.

Section (b) There shall be a sixty (60) day probationary period for all new Employees, during which time they may be discharged for any reason. Following completion of such period the Employee shall become a regular Employee for all purposes under this Agreement and his or her seniority shall date from the first day of employment. Seniority shall be applicable among probationary Employees as a group.

Section (c) Seniority shall be by classification.

For the purposes of layoff and recall, Journeyman Meatcutter and Apprentice Meatcutter shall be considered as one classification.

Section (d) Seniority shall be based upon continuous service with the Employer but no Employee shall suffer loss of seniority unless he or she:

1. Is discharged for cause;
2. Resigns or voluntarily quits;

3. Is absent from work for six (6) consecutive months due to layoff.
4. Is absent from work for twelve (12) consecutive months due to injury or illness; or
5. Is absent from work for more than thirty (30) days due to death in the immediate family, as provided in Article XI-D. Funeral Leave.

When personal leaves are granted by the Employer, the Employee shall be given written notice thereof specifying the extent of such leave.

Section (e) In the reduction of the number of Employees due to lack of work, the least senior Employee, in the classification shall be the first to be laid off and, in recalling the most senior Employee laid off in the classification shall be the first recalled until the list of Employees previously laid off has been exhausted.

Employees who are laid off due to lack of work shall have seniority rights in recalling for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new Employees. Such Employee shall be notified by telephone, or if not reached by telephone, then by telegram or certified mail, a copy of which shall be sent to the Union.

Section (f) The selection of vacations shall be on a market basis except:

1. The vacation of an Employee shall not be changed if it was scheduled prior to his or her transfer from one market to another.
2. If an Employee does not have a scheduled vacation at the time of such transfer, the scheduling of his or her vacation shall be based solely upon his or her seniority status in the market to which he or she is transferred.

Section (g) With respect to layoffs, recall and promotions, seniority shall be based upon the length of the service with the Employer in the area covered by this Agreement; provided, where an Employee is transferred by the Employer to such area from another area, the transferred Employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, recall or promotion until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the first (1st) day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred Employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall and promotion in the area from which he or she was transferred.

Transfers from one seniority area to another seniority area shall not be compulsory nor shall any Employee be disciplined or otherwise discriminated against for refusing to accept such a transfer. Within an individual seniority area the Employer agrees that they will not arbitrarily or capriciously transfer employees.

The areas referred to above are spelled out in Article II — Union Recognition.

Section (h) When an Employee is recalled after layoff, he or she shall have three (3) days to report after receipt of notice of such recall.

Section (i) Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one (1) store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

Section (j) In the scheduling of predetermined short work week as provided in Article III, Section (a), of this Agreement, the assignments shall be made on the basis of seniority within the appropriate supervisorial district in the area covered by this Agreement.

Section (k) Upon request by the Union, the Employer agrees to provide a seniority list of all Employees, provided such request is not made more than once in each twelve (12) months.

Section (l) The Union will cooperate with the Employer in the scheduling of Employees for temporary part time or relief work outside the geographical jurisdiction of this Agreement. However, no Employee shall be discriminated against for refusal to accept such assignment.

Section (m) Part-time Employees with prior experience with the company will be given due consideration in the selection of applicants for permanent full-time vacancies.

ARTICLE XV
Grievance and Arbitration

Section (a) Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party to this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has knowledge thereof.

Section (b) Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within ten (10) business days shall be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon the Union, the Employer, and the Employee, provided that the Board shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within a reasonable time from the date the controversy is presented for adjustment.

Section (c) In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section (b) above, the issue in dispute shall be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than thirty (30) days after the dispute was first taken up with the other party, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within thirty (30) days, the allegations shall be deemed to have been admitted and proved. Such impartial arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His or her decision on any matter submitted to him or her shall be final and binding upon the Union, the Employer and the Employee. In the event an arbitrator is used, the cost of the arbitrator shall be borne equally by the parties involved.

Section (d) No controversy regarding hours or wages shall be subject to arbitration.

Section (e) There shall be no strikes, lockouts or other forms of work stoppage while any matter, dispute or grievance is under process of adjustment or arbitration as provided for herein.

ARTICLE XVI
Union Affairs

Section (a) Duly authorized representatives of the Union shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this Agreement is being fully carried out.

Section (b) No employee shall be discriminated against for membership in or legal activity on behalf of the Union.

Section (c) The Union Shop Card is the property of the United Food and Commercial Workers, AFL-CIO & CLC and is loaned for display to the Employer who signs and abides by this Agreement. The Union Shop Card can and may be removed from any market by the Secretary or Business Agent of the Union for any violation of this Agreement. The Union Shop Card shall be displayed prominently and visible to the public.

Section (d) Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any authorized picket line or to refuse to work behind any authorized picket line; any such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

ARTICLE XVII
Working Conditions and Safety

Section (a) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the Employees. All first aid kits shall be maintained so as to contain the following:

NO COTTON

(1) 2 pkgs. of 2" compress bandages — 4 per package
(2) 1 pkg. 4" compress bandage — 1 per package
(3) 1 ammonia inhalants (10 tubes)
(4) Tincture of methiolate swabs, 10 pkgs.
(5) 1 sterilized guaze 25 2x2 or equal
(6) 1 tube burn ointment
(7) 1 4" bandage scissors
(8) 1 — 3½" tweezers
(9) 1 tourniquet
(10) 1 — 1 oz. dropper bottle boric acid solution for eyes
(11) 1 roll adhesive tape ½" or 1"
(12) first aid manual

Industrial Kit basic content, add as necessary.

Section (b) A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.

Section (c) Working conditions which are injurious to the health or safety of the Employees shall be directed to the attention of the Employer at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition and shall immediately take the necessary steps and measures to correct such condition.

Section (d) Where Pasteur Ray Lamps are used, provision shall be made to turn them off while Employees are working in the lighted areas of the lamps.

Section (e) Employees who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

ARTICLE XVIII
Separability

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect that validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

ARTICLE XIX
New Methods

It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the affected Union that would result in a substantial change in the content of any job presently covered by this Agreement, he or she shall give notice of the nature of such suggested new method of operation to the affected Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of Employees potentially to be displaced shall then become a matter of negotiation with said affected Union for a period of sixty (60) days.

Pending negotiations by the Parties during the above mentioned sixty (60) day period, no change of operations as above set forth shall be placed into effect.

In the event that the Parties have not arrived at agreement within the above mentioned sixty (60) day period and the Employer elects to place such changed method of operation as above defined into effect, after such sixty (60) day period, the Union shall have the right forthwith to strike or take other economic action and the Employer shall have the right to lock out.

ARTICLE XX
Kosher Markets

All meat markets, except Kosher meat markets, as defined herein, shall observe the operating hours as set forth in this Agreement. Kosher markets are defined as

being those markets which strictly observe the Jewish religious laws, being closed at SUNDOWN ON FRIDAYS, selling only such meats as are permitted under the orthodox Jewish laws. Any so-called Kosher market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement.

All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Article. No work is to be performed on Saturdays.

ARTICLE XXI
Transfer of Ownership

Section (a) In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation by law, the Employer shall immediately pay off all obligations, including accumulated wages, pro rata of earned vacation, sick and accident benefits, accumulated prior to the date of the change of ownership.

Section (b) If any Owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his or her obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer; and in the event the seller or transferror fails to pay his or her obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he or she had been the Owner or Employer from the beginning.

Before completion of any such transfer, the Employer shall give written notice to the buyer of the existence of this Agreement, furnishing him or her with a copy of this Agreement and call his or her attention particularly to this section concerning Transfer of Ownership. The Employer shall, upon request, furnish evidence of compliance.

ARTICLE XXII
Extension and Scope

Section (a) This Agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

Section (b) This Agreement shall remain in full force and effect from the first day of November, 1982, to and including the thirty-first day of October, 1985, and shall be automatically renewed from year to year thereafter unless either party at least sixty (60) days prior to October 31, 1985, or at least sixty (60) days prior to November first of any succeeding term, shall notify the other party in writing of its intention and desire to change, modify or terminate this Agreement.

Section (c) In the event the Agreement is re-opened pursuant to the provisions hereof and no Agreement is reached within sixty (60) days of such re-opening, then nothing herein contained shall be construed to prevent the Union from taking strike action or other economic action desired by it, nor the Employer the right to lockout.

FOR THE EMPLOYER:

Name (Please Print Clearly)

Title

Signature

Date

FOR THE LOCAL UNION:

Name

Title

Date

EXHIBIT "A"

The parts below represent the parties' understanding regarding Exhibit "A":

BEEF: Beef carcass, primal cuts and the following cuts:

The following vacuum packed cuts were on display when negotiators observed meat cuts during a field trip on November 5, 1970:

FOREQUARTER

Blade Chuck Neck On, Bone In
Full Standing Rib,
  Chine Bone Off (7 inches)
Whole Fore Shank
English Shortribs
Shoulder Clod
Short Rib
Brisket, Boneless
Plate*

HINDQUARTER

Semi Boneless Round
  (Aitch and Shank Bone Removed)
Sirloin Tip, Boneless
Boneless Head Loin
  Short Loin

The following cuts were not on display and shall be included in the Exhibit "A":

FOREQUARTER

Blade Chuck
Blade Chuck, Neck On, Boneless
Skirt Steak
Neck (Bone In or Boneless)
Fore Shank, Squared
Regular Chuck
Boneless Rib Eye
Boneless Chuck (netted or unnetted)
Arm Chuck
Shin and Shoulder
Ground Meat
Boneless Meat, Normal Trim Which
  Would Include Flap Meat, Bull
  and Cow Meat
Beef Back Ribs
Cross Rib Roasts (netted or unnetted)
Stew Beef

HINDQUARTER

Full Round (Shank off)
Top Round
Bottom Round
Head Loin, Bone In
Flank Meat
Flank Steaks
Shank, Bone In, Boneless
Boneless Round
Top Sirloin
Filet
New York
Boneless Meat, Normal Trim Which
  Would Include Flank Meat, Heel and
  Trimmings
Whole Sirloin Tips (netted or unnetted)

OTHER: Sliced, De-Veined and Skinned Beef Liver

VEAL: Veal carcass, primal cuts and the following cuts:

Veal Legs
Short Loins
Racks
Veal carcass, Bone In
Veal Block Ready (Bone In
  and Boneless)
Veal Rounds
Veal Bottom Round
Top Round or Tip Separated
Veal Loin (whole or trimmed)
Veal Cross Rib
Triangles
Shoulders
Breasts
Veal Regular Chucks
Veal Shanks
Veal Arm Chucks
Veal Counter Ready Chucks
Boneless Counter Chucks
Veal Trim
Veal Short Loin
Netted Clods

Bonless Top Sirloin
Boneless Fillet
Breast of Veal
Veal Back Ribs
Ground Veal
Veal Short Cut Rib
Veal Flank Steaks — cry-o vac

LAMB: Lamb carcass, primal cuts and the following cuts:

Lamb Legs
Loins
Racks
Lamb carcass (Bone In)
Lamb Saddle
Lamb Ribs — Dual or Single
Lamb Yoke
Lamb Shanks — cry-o vac
Lamb Trim
Triangles
Shoulders
Breasts
Lamb Legs (Bone In)
Lamb Loins — Dual or Single
Breast of Lamb
Square Cut Shoulders — Double or Single
Lamb Necks — split and cry-o vac
Ground Lamb Tubed

PORK: Pork carcass, primal cuts and:

All standard wholesale cuts of pork.

Beef, Veal, Lamb and Pork carcasses may be processed up to and including the maximum reductions listed and described on this Exhibit "A" and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

*Not vacuum packed.

LOCAL UNION EXECUTIVE OFFICERS

Local 115 Dino Polizziani, Secretary-Treasurer
208 Miller Avenue
South San Francisco, California 94080
Telephone (415) 871-5730

Local 120 Walter A. Bachemin, Executive Secretary-Treasurer
3344 MacArthur Boulevard
Oakland, California 94602
Telephone (415) 531-0880

Local 498 Thomas J. Lawson, President
819 T Street
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Local 506 Stephen Popolizio, President
2102 Almaden Road
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Telephone (408) 265-0636

Local 532 Preston T. Epperson, President
441 Nebraska Street
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Telephone (707) 552-7270

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Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

Form Approved
O.M.B. No. 044-R0003

6772
December 13, 1984

FEB 4 1985

BUTCHERS UNION
LOCAL NO. 586
'84 DEC 26 AM 7 23
RECEIVED

Secretary-Treasurer
United Food and Commercial Workers
Post Office Box 5309
San Jose, CA 95150

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): Covering Retail Meat Markets Frozen Food Locker and local 506 The agreement we have on file expired October 1982.

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

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1800
2. Number and location of establishments covered by agreement
3. Product, service, or type of business
4. If your agreement has been extended, indicate new expiration date

Stephen Rodriguez, President
Your Name and Position

(408) 265-0636
Area Code/Telephone Number

2102 Almaden Road, Room 100
Address

San Jose, California 95125
City/State/ZIP Code

BLS 2452 (Rev. January 1980)