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Agreement

LOCAL No. 88

A. M. C. and B. W.

of

N. A.

A.F.L. - C.I.O.



January 30, 1972 to January 26, 1974

ED LEECH
President

LARRY HICKS
Financial Secretary-Treasurer

MEL TRAUB
Vice President

RICHARD BARNHOLTZ
Recording Secretary

CHESTER MARTIN
Corresponding Secretary

JOE BLASSIE
Business Representative

ROBERT GEIGLE
Business Representative

RAY DAVIS
Business Representative

ANDY OWENS
Business Representative

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RETAIL CONTRACT

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AGREEMENT

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THIS AGREEMENT has been entered into on
....., 1972, by and between
....., hereinafter
designated as the Employer, and the Amalgamated
Meat Cutters and Butcher Workmen of North
America, Local Union No. 88, A. F. L.-C. I. O., here-
inafter designated as the Union.

ARTICLE 1

Preamble

The Employer and the Union each represents
that the purpose and intent of this Agreement is
to promote cooperation and harmony, to recognize
mutual interests, to provide a channel through which
information and problems may be transmitted from
one to the other, to formulate rules to govern the
relationship between the Union and the Employer
to promote efficiency and service and to set forth
herein the basic agreements covering rates of pay,
hours of work and conditions of employment.

ARTICLE 2

Mutual Obligation

The Union agrees to print the contract. The
Employer agrees to provide a suitable place, pref-
erably a bulletin board, for the posting of this
Agreement. The Union and the Employer agree that
within the Agreement shall be printed a clause
reading as follows:

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"Your attention is called to the following Agreement between your Company and your Local Union No. 88. This Agreement sets forth terms and conditions of employment, a mutual pledge of efficiency and cooperation, and recognition of mutual obligations. Your Company will not recognize any other collective bargaining agency nor enter into any other agreement setting forth hours, wages, and conditions of employment as herein defined during the life of this Agreement. Your Company and your Union expect that you will examine this Agreement carefully and abide by its terms."

ARTICLE 3

Bargaining Rights

- (a) The Union shall be the sole and exclusive bargaining agent for all meat, fish, poultry, barbecue, cooked meat and delicatessen department employees, including head meat cutters, journeymen, apprentices and wrappers employed in Self-Service and Service markets. This Agreement shall be applicable to the Employer's meat markets, supermarket departments, multiple markets that are presently owned, leased, acquired, operated or supervised by the Employer, located in the City of Saint Louis and Saint Louis County, Saint Charles and Saint Charles County, Jefferson County, Mo. and Madison County, Illinois (excluding employees presently under contract with other Union locals), during the term of this Agreement.
- (b) For the purpose of this Agreement, departments are defined as any area occupied by refrigerated and non-refrigerated meat preparation rooms, receiving and storage rooms and Service and/or Self-Service display cases.

ARTICLE 4

Conditions of Employment A41-42 01

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 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 beginning date of such employment become and remain members in good standing in the Union.

ARTICLE 5

Management Rights

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- (a) The Management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, transfer, or relieve employees from duty because of lack of work, or for other legitimate reasons, shall be vested in the Employer, provided, however, that it will not be used for the purpose of discrimination against any employee, and provided it shall in no way conflict with any of the terms of this Agreement.
 - (b) All fresh or frozen meat, sausage, fish, seafood, poultry, smoked meat and rabbits shall be handled by the Meat Department employees. All fresh or frozen fish and poultry

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and all fresh or frozen meat, namely pork, beef, veal, lamb, mutton and also all sausages, smoked meat and rabbits and ground meat, must be cut, weighed, sliced and wrapped on the premises. It is expressly understood that to do otherwise will be a violation of this Agreement except that there shall be excluded from the scope and application of sub-paragraph (b) above, the following:

1. Items that were prepared and packed off the premises prior to October 2, 1950.
 2. The items referred to in the stipulation which resulted in disposition of litigation in the United States District Court under anti-trust statutes, including all terms and provisions of said stipulation.
- (c) No merchandising, fresh or frozen, handled in the Meat, Fish, Delicatessen or Poultry departments on November 2, 1955, shall thereafter be transferred out of the said Meat, Fish, Delicatessen or Poultry Departments to any other department in the store at any time.

ARTICLE 6

Grievance and Arbitration Procedure

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- (a) The Union shall have the right to elect, or designate, a Shop Steward in each store who shall have ~~top ranking seniority~~ (except Head Meat Cutter) during his tenure as a Steward, irrespective of length of service, in case of layoffs.
 - (b) If any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall

be an earnest effort on the part of the parties to settle such promptly through the following steps:

- STEP 1.** By conference between the aggrieved employee, the Shop Steward, or both, and the Manager of the store within five (5) working days of the occurrence of the grievance.
- STEP 2.** By conference between the Business Representative, with or without the Shop Steward of the Union and the store Manager or his supervisor within ten (10) working days of the occurrence of the grievance.
- STEP 3.** By conference between an official or officials of the Union and the Employer's designated representative within fifteen (15) working days of the occurrence of the grievance.
- STEP 4.** In the event the last step fails to settle the complaint, it may be referred to a Board of Arbitration within five (5) days.

- (c) The Board of Arbitration shall consist of three (3) arbitrators; one (1) to be chosen by the Employer within three (3) days after the dispute is referred to arbitration; one (1) to be chosen by the Union within that period; and the third (3rd) to be selected by the first two (2) named arbitrators, provided that the selection of the third (3rd) arbitrator can be made within three (3) days following the appointment of the first two (2) arbitrators.

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- (d) In the event the first two (2) arbitrators cannot agree upon the third (3rd) arbitrator within three (3) days following their appointment, either the Union or the Employer may request the Director of the Federal Mediation and Conciliation Service to submit a list of arbitrators from which the first two (2) named arbitrators will select the third (3rd) arbitrator who shall, after his selection, be authorized to hear the dispute and render a decision within twenty (20) days after his appointment. The decision of the majority shall be final and binding on all parties, but such Board shall not be empowered to add to, detract from or alter the terms of this Agreement in any way. The fee and expenses of the third (3rd) arbitrator, if any, shall be paid for jointly.
 - (e) In case of a dispute as to wages, the Employer agrees to submit to an authorized representative of the Union, bona fide copies of the employee's payroll and social security records.
 - (f) At any step in this Grievance Procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Union Executive Board.
 - (g) The Employer shall have the right to call a conference with officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

- (h) It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges or necessary procedures under this Agreement, International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees, before taking any action outside of the scope of this Agreement for the settlement of such grievances.
- (i) No grievance may be presented later than ten (10) calendar days after the occurrence from which such grievance arose. Grievances which progress past Step 2 shall be reduced to writing.

ARTICLE 7

Strike and Lockout

- (a) During the term hereof, the Union agrees that there shall be no strike. The Employer agrees that there shall be no lockout. The Employer also agrees that it shall not be a violation of this Agreement, nor shall the employees covered hereunder be subject to discharge, for refusal to cross a picket line and perform work in any instance where the picket line has been duly authorized and established for a legal purpose. The Union agrees that, in the event of a picket line, it will do all in its power to help effect a prompt and fair settlement and avoid unnecessary stoppage of work.

ARTICLE 8

Hours

- (a) **First Shift Employees**

Eight (8) hours in a period of nine (9) consecutive hours, with one (1) hour off for a

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meal, shall constitute the basic work day. Forty (40) hours consisting of five (5) eight (8) hour days shall constitute a basic guaranteed work week, Monday through Saturday inclusive except that the Employer may employ part-time wrappers with the permission of the Union. Such wrappers will be guaranteed a minimum of twenty-four (24) hours per week and will be selected by seniority or at the request of the employee.

There shall be no split shifts.

For the purpose of clarification, all First Shift Employees, including head meat cutters, journeymen, apprentices and wrappers, shall commence work not earlier than 6:00 A.M. and shall complete their day's work after eight (8) hours of work by 6:00 P.M., with one (1) full hour for lunch.

(b) Second Shift Employees

Second Shift Employees shall be guaranteed thirty (30) hours of employment in five (5) days and thirty-six (36) hours in six (6) days. The Schedule shall consist of no more than nine (9) hours per day for two (2) days each week and not less than four (4) hours per day. The above guaranteed work week shall be worked Monday through Saturday.

Employees who are regularly scheduled to work six (6) days per week may request in writing to regularly work five (5) days (30 hours) per week and will be so scheduled. Such changes in scheduling shall be accomplished within two (2) weeks from date of written request.

There shall be no split shifts.

For the purpose of clarification, second shift employees shall be an employee who does not complete his shift by 6:00 P.M.

Wrappers shall not be scheduled for second shifts.

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- (c) A regular employee instructed to report for a basic work week and who reports as instructed shall not have his hours of work reduced in such week except due to an Act of God such as fire, flood, or due to a labor dispute which interferes with the normal operation of the market.

(d) **Independently Owned Markets**

- When the Meat Department sales of an independently owned market are less than twenty-five hundred dollars (\$2,500.00) per week.

The maximum work week for all employees shall be five (5) days, forty-five (45) hours. The maximum work day for all employees shall not exceed nine (9) consecutive hours per day. All time worked in excess of eight (8) hours shall be paid for at time and one-half the regular rate of pay. All regular employees shall receive one (1) full day off per calendar week, in addition to Sunday. A maximum of one (1) full hour shall be allowed for lunch.

- When the Meat Department sales of an independently owned market are less than thirty-five hundred dollars (\$3,500.00) per week, but more than twenty-five hundred dollars (\$2,500.00) per week.

The maximum work week for all employees shall be five (5) days, forty-two (42) hours. The maximum work day for

all employees shall not exceed nine (9) consecutive hours per day, but in no event shall there be more than two (2) nine (9) hour days scheduled per week. All time worked in excess of eight (8) hours shall be paid for at time and one-half the regular rate of pay. All regular employees shall receive one (1) full day off per calendar week, in addition to Sunday. A maximum of one hour shall be allowed for lunch.

3. It is understood and agreed that any employee covered under sections No. 1 or No. 2 of this article may be scheduled to work beyond 5:00 P.M. to attain the required hours.
 4. Independently owned markets that are not covered under the above sections, the hours and wages will be mutually agreed to between the employee, the union and the owner. Any deviation shall be signed in triplicate form, one copy for the union, one copy for the employee and one copy for the owner. All sections in clause (D) of Article 8 shall be subject to review every three months.
- (e) A Journeyman shall be on duty during hours that products, considered under the jurisdiction of this Local Union within this Agreement, are displayed or offered for retail or wholesale.
- (f) A working schedule showing the number of hours and days of employment for all employees shall be posted in each market. All schedules shall be posted by 11:00 A.M. Friday of the previous week.

ARTICLE 9

Overtime

- (a) All First Shift Employees who work in excess of eight (8) hours per day, forty (40) hours per week, or thirty-two (32) hours per week in which a holiday occurs, shall receive time and one-half for such hours worked.
- (b) All Second Shift Employees who work in excess of eight (8) hours in any one day, with the exception of two (2) nine (9) hour days or forty (40) hours per week, or in excess of thirty-two (32) hours per week in which a holiday occurs, shall receive time and one-half for such hours worked.
- (c) There shall not be any scheduling of overtime unless arranged for between the Union and the Employer.
- (d) Emergency overtime must be rotated in the market. Apprentices, when working overtime without a Journeyman on duty, shall receive the Journeyman rate of pay.

ARTICLE 10

Job Descriptions

Wrappers — Wrappers shall be able to weigh, wrap, price, box, boat or board merchandise, except boating or boxing of poultry.

Apprentices — An Apprentice is a person learning all the details and developing manual skill for performing, after a stated number of years training, the duties of a Journeyman Meat Cutter.

J Journeyman — A Journeyman is a skilled meat cutter who has either served as Apprentice in accordance with the period of time as set forth in this Agreement, or is qualified as a skilled meat cutter. He shall be able to perform all of the following duties: Prepare all cuts of meat, including blocking out side of beef; weigh, price, wrap, cut and slice any meat; serve trade, grind meat, cube steaks and patty steaks; prepare merchandise for wrappers; use all tools including power tools (saws, hand or power), grinder, cubing machine, patty machine, sealer, barbecue equipment, wrapper machine, conveyor equipment; clean all equipment and tools.

Head Meat Cutter — The Head Meat Cutter shall be able to perform any or all of the duties of a Journeyman, and in addition shall be qualified to order and receive merchandise, and to train and direct the work of other employees of the Meat, Fish and Poultry and Delicatessen Departments.

When an owner of a market is performing the duties of Head Meat Cutter, the Union classification for Head Meat Cutter shall not apply where two or less employees are employed covered by this Agreement. Head Meat Cutters in owner-operated markets presently so classified shall not have their classification changed during the term of this Agreement.

ARTICLE 11
Wage Rates

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Effective
1-30-72

Per Hr. Per Wk.

Effective
7-29-72

Per Hr. Per Wk.

Head Meat Cutter, where there are twelve (12) or more full-time employees in the meat department, shall receive as a minimum wage.....

\$6.2625	\$250.50	\$6.525	\$261.00
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Head Meat Cutter, where there are nine (9) or more full-time employees in the meat department, shall receive as a minimum wage.....

6.125	245.00	6.3875	255.50
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Head Meat Cutter, where there are eight (8) or less full-time employees in the meat department, shall receive as a minimum wage

5.75	230.00	6.0125	240.50
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Journeymen shall receive as a minimum wage....

5.2625	210.50	5.5125	220.50
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Apprentices shall receive as a minimum wage the following:

1st 6 months	4.1625	166.50	4.4125	176.50
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2nd 6 months	4.475	179.00	4.725	189.00
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2nd year	4.725	189.00	4.975	199.00
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3rd year	4.9125	196.50	5.1625	206.50
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After three (3) years to receive Journeyman Rate.

All wage increases are across board by job classification.

Apprentices may be hired with the permission of the Union. When an Employer is granted permission to hire an Apprentice, he agrees to train the Apprentice in accordance with the procedure established in the MEAT CUTTERS APPRENTICESHIP STANDARDS for St. Louis and Vicinity and Madison County, Illinois, which have been approved by and registered with the Bureau of Apprenticeship, U.S. Department of Labor, Washington, D.C. and if and when amended hereafter.

16 **Wrappers** who weigh, wrap, price, box, boat or board merchandise, except boating or boxing of poultry, will receive as a minimum wage the following:

	CH-20 D2	62-22 D+	Effective 1-30-72	Effective 7-29-72
			Per Hr.	Per Wk.
Start			3.7875	151.50
After 3 months			3.8625	154.50
After 6 months			3.925	157.00
After 1 year			3.9875	159.50
			4.1375	165.50

	Effective 1-30-72 Per Hr.	Effective 7-29-72 Per Hr.
Second Shift and Extra Employees employed in Service Markets that operate after 6:00 P.M. on week days and after 7:00 P.M. on Saturdays and days preceding holidays shall be paid—for hours worked before 5:00 P.M.	\$5.425	\$5.675
For all hours worked after 5:00 P.M.	5.725	5.975
Second Shift and Extra Employees employed in Self-Service Markets or Service Markets and Conventional type markets where wrappers are employed, shall receive	5.7975	6.0475
Extra Help employed in markets which do not operate Self Service or operate after 6:00 P.M. on week days and after 7:00 P.M. on Saturdays and days preceding holidays, shall receive	5.375	5.625
All employees will be guaranteed four (4) hours of employment on week days and eight (8) hours of employment on Saturdays and days preceding holidays.		

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01 **Superannuated Employees.** The wages of all Superannuated employees shall be decided by an authorized representative of the Union, the Employer, and the employee, and the same shall be put in writing, three (3) copies, one (1) for the Union, one (1) for the Employer, and one (1) for the employee.

ARTICLE 12

Holidays, Holiday Pay

(a) The following shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. There shall be no work on these days and no reduction in pay for said holidays. All employees who work twenty-three (23) hours or more per week shall receive one (1) full day's pay (8 hours) for the above holidays.

(a-1.) Effective January 28, 1973 eligible employees will be entitled to an additional day's pay to be paid with the first week's vacation pay and in lieu of a ninth (9th) holiday.

(b) All employees who work a minimum of twenty-three (23) hours per week shall receive a Birthday holiday (8 hours) in addition to the holidays listed above; said holiday will be granted on the following Monday of the employee's birthday.

(c) All regular employees, First Shift and Second Shift, shall receive a Floating Holiday (8) hours) provided the employee notifies his Employer two (2) weeks in advance. All employees of the Employer who are on the payroll for one (1) anniversary year, and work 1196 hours in said anniversary year, shall receive the above holiday.

(d) There shall be no work after 6:00 P.M. on Christmas Eve and New Year's Eve. Stores will be closed no later than 5:30 P.M. to allow employees to finish work by 6:00 P.M. No employee shall suffer a reduction in their regular weekly pay due to the 5:30 P.M. closing.

- (e) No employee shall be denied holiday pay for the following approved absences, provided he has worked during the week in which the holiday occurs:
- (a) Any approved absence
 - (b) Verified illness
 - (c) Injury on job
 - (d) Meeting with management as a representative of the Union
 - (e) Death in the immediate family
 - (f) Wife giving birth to child

No provision of this Article shall be used as a subterfuge by an Employer to deprive an employee of any holiday pay.

Holidays falling on Sunday shall be observed on the following Monday.

ARTICLE 13

Vacation Eligibility

All employees of the Employer who are on the payroll for one (1) anniversary year and work 1196 hours in said anniversary year shall be entitled to vacations based on the length of service as indicated hereafter:

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- (a) Employees who have been on the payroll of the Employer for one (1) anniversary year, shall be entitled to one (1) week's vacation with full pay.
 - (b) After three (3) anniversary years of service on the payroll of the Employer, the employee shall be entitled to two (2) week's vacation with full pay.

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- (c) After eight (8) anniversary years of service on the payroll of the Employer, the employee shall be entitled to three (3) weeks' vacation with full pay.
- (d) After fifteen (15) anniversary years of service on the payroll of the Employer, the employee shall be entitled to four (4) weeks' vacation with full pay.

Vacation pay for First Shift Employees shall be a minimum of forty (40) hours straight time pay for each week of vacation the employee is entitled to receive. Vacation pay for Second Shift and Extra Help shall be pro-rated based on their average weekly hours for each week of vacation they may be entitled to.

- (e) After eighteen (18) anniversary years of service on the payroll of the Employer, the employee shall be entitled to five (5) weeks' vacation with full pay.
- (f) Vacations shall be granted according to seniority at the store level.

Pro-Rata Vacations

- (a) Employees terminated after being on the payroll of the Employer for six (6) months shall receive one-twelfth (1/12th) of a week's pay for each month of service up to termination.
- (b) Employees who are terminated after qualifying for a vacation shall receive one-twelfth (1/12th) of a week's pay for each month of service after his first anniversary date.
- (c) After three (3) years, employees shall receive one-sixth (1/6th) of a week's pay for each month of service after their last anniversary date.

- (d) After eight (8) years employees shall receive one-fourth (1/4th) of a week's pay for each month of service after their last anniversary date.
- (e) After fifteen (15) years, employees shall receive one-third (1/3rd) of a week's pay for each month of service after their last anniversary date.
- (f) After eighteen (18) years, employees shall receive five-twelfths (5/12ths) of a week's pay for each month of service after their last anniversary date.
- (g) Sick leave, verified illness, injury on the job, approved absence shall be considered as time worked for vacation eligibility. However, to be eligible for vacation pay, an employee must have actually worked at least 1196 hours during his anniversary year.
- (h) Employees who take a vacation in any week in which a holiday occurs shall receive one (1) additional day's pay.
- (i) A Journeyman relieving a Head Meat Cutter at any time for one (1) week or more shall receive Head Meat Cutter's contract rate of pay.
- (j) In case of a death of an employee, unpaid vacation benefits will be paid to the employee's beneficiary.

ARTICLE 14

Jury Service

- (a) Regularly scheduled First and Second Shift employees who are subpoenaed and report for jury service shall be compensated for time lost for regularly scheduled hours at their

regular base rate of pay at straight time up to and not to exceed forty (40) hours in any one week, nor to exceed two (2) weeks in any one calendar year.

- (b) All compensation shall be less the sums paid for jury service.
- (c) When an employee is released from jury service for a day or part of a day he shall, except as provided below, report to his store to complete his regular schedule for that day.
- (d) A Second Shift employee who is released from jury duty at 12:00 noon or before shall report to work at his scheduled hour. Employees who so report to work shall be paid for all hours worked on that day and in addition shall retain jury duty pay for that day.

ARTICLE 15

Funeral Leave

- (a) The Employer agrees to pay all regularly scheduled employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days, at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, present stepmother, stepfather, or any relative residing with the employee or with whom the employee is residing.
- (b) In the case of the death of a grandparent not residing with the employee, or with whom the employee is not residing, such pay shall

be limited to one scheduled work day, said day being the day of the funeral, provided the employee attends same.

ARTICLE 16

Health and Welfare

- (a) The Employer agrees to pay to Local 88 Meat and Related Industry Welfare Fund forty-two (\$42.00) dollars per calendar month for each employee covered by this Agreement who works ninety-two (92) hours per month during the preceding month, said payments to be made to the Fund Office on or before the tenth (10th) of each month. It is further agreed that this Trust, details of which are set forth in a separate Agreement, is hereby made an integral part of this Agreement.

Effective March, 1972 the above forty-two dollars (\$42.00) per calendar month payment is increased to fifty-three dollars (\$53.00) per calendar month and effective February, 1973, the fifty-three dollars (\$53.00) per calendar month payment is increased to fifty-eight dollars (\$58.00) per calendar month. The same eligibility requirements will prevail for covered employees.

- (b) The Employer agrees to pay to Local 88 Meat and Related Industry Welfare Fund, for the purpose of providing a dental program for covered employees and dependents, the sum of eight dollars and fifty cents (\$8.50) per month for each employee covered by this Agreement who works ninety-two (92) hours per month during the preceding month. (Said payments to be made to the Fund Office on or before the tenth (10th) of each month.

- (c) The Employer shall make contributions to the Health and Welfare Fund for three (3) consecutive months during which an employee is off from work due to verified illness or verified injury off the job.

ARTICLE 17

Pension Program

- (a) The Employer agrees to pay to the Amalgamated Meat Cutters' and Butcher Workmen of North America, Local 88, & Food Employers and Allied Industry Pension Fund eight dollars (\$8.00) per week for each employee covered by this Agreement who works ninety-two (92) hours per month during the preceding month, said payments to be made to the Fund Office on or before the tenth (10th) of each month. It is further agreed that this Trust, details of which are set forth in a separate Agreement, is hereby made an integral part of this Agreement.
- (b) The Employer shall make contribution to the Pension Program for three (3) consecutive months during which an employee is off from work due to verified illness or verified injury off the job.

ARTICLE 18

Health, Welfare and Pension Contribution Delinquencies

If the Employer fails to make monthly Health and Welfare, Dental and/or Pension contributions as set forth herein, he shall be notified by CERTIFIED or REGISTERED MAIL of his delinquency, either by the Health and Welfare Administrator, or

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the Pension Plan Administrator, if said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom. The Employer hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or the Pension Plan Administrator or by the Union to him or anyone else other than such notice or notices expressly provided for in this Article.

ARTICLE 19

Union Market Card

In all markets covered by this Agreement, the official Union Market Card shall be displayed where visible to all customers, provided there are no violations of this Agreement.

ARTICLE 20

Health and Safety

- (a) If the Employer or municipal ordinance requires a health examination of an employee, such examination shall be paid for by the Employer.
- (b) The Employer agrees to place a suitable covering over a floor in a market where concrete or concrete substitute has been used.
- (c) The Employer agrees to provide and maintain a complete First Aid Kit in each market.

- E73-74*
- C 03-04*
- D 28/30*
- (d) No employee shall use a grinder, cube machine, power saw without the safety guards. Any employee using the above equipment without safety guards shall be subject to disciplinary action, including discharge, without recourse to arbitration.
 - (e) No employee shall cut chickens on the power saw.
 - (f) All employees shall receive one fifteen (15) minute rest period in each four (4) hour work shift. Such rest periods shall begin not earlier than the beginning of the second hour and no later than the end of the third hour in each four (4) hour work shift.

ARTICLE 21

Furnishing of Tools and Wearing Apparel

- C 39-40*
- 01*
- (a) All special wearing apparel, linens and uniforms, shall be furnished and laundered by the Employer. All tools, including saws, knives, cleavers, etc., shall be furnished by the Employer.
 - (b) Mesh gloves and aprons will be made available to employees. Employees refusing to cooperate and wear protective aprons will be made subject to disciplinary action.
 - (c) Boots and canvas gloves will be made available to employees working in cutting rooms.

ARTICLE 22

Eligible to Work

- 01*
- (a) No person other than those covered by this Agreement shall sell, cut, weigh or wrap meat except the Employer or his supervisor

and only when and while it is impossible to secure additional help. Under no conditions, however, shall this clause be used to supplant employees who ordinarily would be employed. The owner may work behind the meat counter at any time.

- (b) In case there are two (2) or more partners in a market, only one (1) shall be recognized as the owner.
- (c) Company trainees shall observe only in the meat department.
- (d) There shall be no work on Sundays and no meat or meat products covered by this Agreement shall be offered for sale on Sundays.

ARTICLE 23

New Type Machinery and Equipment

- (a) It is understood and agreed that the Employer will not install any new type of machinery or equipment not in use on November 1, 1955, unless any such equipment shall have been installed after such date by agreement with the Union, without first negotiating with the Union covering the wages, hours and working conditions of employees whose employment is in any way affected thereby. The parties shall negotiate in good faith for the purpose of reaching an agreement covering the wages, hours and working conditions of employees who are affected as aforesaid. If these negotiations fail to result in a mutual agreement, it is expressly understood and agreed that either party shall have the right to invoke the provisions of Article 6 of this Agreement to settle such dispute.

- 6/10/69*
- (b) Use of the fully automatic wrapping machine (as distinguished from the present type semi-automatic wrapping machine now in operation) shall be a violation of this Agreement.
 - (c) Auto labelers will be permissible under this Agreement. Full time wrappers, employed as of January 26, 1969, will not be displaced as a result of utilizing this equipment.
 - (d) The Employer will instruct employees in the use of new equipment.

ARTICLE 24

Time Clocks

Where time clocks are used, employees shall be required to punch their own cards immediately before beginning work, or after stopping work. No employee shall have the authorization, or be permitted to punch another employee's time card. Where time clocks are not used, employees shall sign their own time sheets.

ARTICLE 25

Store Deliveries

It is agreed that no meat department employee shall enter into a truck or trailer for the purpose of unloading; however, during holiday weeks where the physical store cooler space is inadequate to handle a specific product volume, it is understood that a continuously refrigerated drop trailer will be considered during this specific period as a part of the store meat department cooler.

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ARTICLE 26

Pregnancy Leave

An employee with one (1) year or more of continuous service may be granted a pregnancy leave of absence upon written request. A written statement from the employee's attending physician must accompany the request outlining the date the leave of absence shall become effective. Prior to returning to work a statement from the employee's attending physician and/or the Employer's physician shall be required specifying the date the employee may safely return to work. The employee will be returned to work the following week in accordance with her seniority.

ARTICLE 27

Union Leave

Any employee with one or more years of seniority with the Company, elected or appointed to a Union position, or delegated to attend a Labor Conference necessitating a leave of absence, shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period, if the employee's seniority permits, with the same seniority rating as when the leave of absence was granted.

Leave of absence shall be granted for a period not to exceed three (3) years and shall be certified by the Union. Such leave of absence may be renewed for one (1) additional period up to three (3) years.

ARTICLE 28

Company Meetings

Employees required to attend Company meetings, such time shall be counted as time worked and paid for at the employee's regular rate of pay.

ARTICLE 29

Seniority

Probationary employees shall not acquire seniority for the first thirty (30) days of their employment and may be relieved of their employment by the Employer without recourse to the Grievance Procedure of this Agreement.

Employees retained after thirty (30) days shall have their seniority dated back to their original employment date.

Seniority shall apply on a Company-wide basis within the jurisdiction of this Agreement covering all classifications of employees by the terms of this Agreement.

- (a) In all cases of decreasing and increasing the work forces or decreasing the hours of work, the principle of seniority shall prevail and senior employees based on Company-wide seniority within the jurisdiction of this Agreement, shall be given preference provided they have the ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor.
- (a-1.) Employees reduced in hours must work one (1) week at the reduced hours.
- (a-2.) The employee must notify the Employer at once of the employee's desire to transfer.
- (a-3.) During the one week grace period the Employer must reassign the employee so the least senior employee in the classification takes the reduced hours in the following manner:

1. When transfers occur under this section, an employee transferred will be given the job of the least senior employee working five (5) days per week in the same store.
2. Employees working in more than one (1) store per week will be given the first permanent five (5) day opening by seniority.
3. Where inequities in transfers exist, the Union and the Employer agree to meet and whatever arrangements are made will be final and binding.

- (b) It is understood and agreed that seniority shall be Company-wide within the jurisdiction of this Agreement and a current Company-wide seniority list shall be furnished to the Union.
- (c) Seniority shall be considered broken if an employee is duly discharged by the Employer, if he quits, if he has been laid off continuously for a period of more than twelve (12) months, or if he is called back to work after a layoff and does not report for work within one (1) week. In the matter of recalls the Company shall be obligated to notify the employee by REGISTERED MAIL at his last known address.
- (d) No employee shall suffer any loss of seniority rights or vacation pay due to excused leave of absence, military service or training program or illness up to one year. In cases of illness of more than one (1) year, the employee will be given consideration based on the merits of the situation.

- (e) When a job opening occurs, excluding head meat cutter classification, within the Company and within the jurisdiction of this Agreement, the Company shall consider senior employees who are qualified for the job upon their request for the job.
- (f) Company employees outside the jurisdiction of this Agreement and the bargaining unit shall establish their seniority date when they enter this bargaining unit except for the date of vacations, and in these cases Company-wide service, both inside and outside the jurisdiction of this Agreement, shall be recognized.

ARTICLE 30

Separability

The provisions of the Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions 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 the 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 re-negotiation and agreement on provisions so invalidated.

ARTICLE 31

Travel Time and Pay

- (a) If an employee is required by the Employer to travel from one store to another during the course of his work day, he shall receive payment at his regular rate of pay for the time of travel.

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- (b) The Employer agrees to provide transportation. The method of transportation shall be determined by the Employer, but in no event shall it be at the expense of the employee.

ARTICLE 32

Transfers

- (a) The Employer agrees to give at least three (3) days notice to an employee that is to be transferred permanently.
- (b) If the employee feels that the transfer is discriminatory or creates a hardship, he shall have the right to request a review subject to Article 6 of this Agreement.

ARTICLE 33

Successors and Assigns

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management or affiliation of either party hereto.

ARTICLE 34

Injury On the Job

Any employee unable to work because of injuries received during the scheduled work week and whose injuries resulted out of or during the course of

ET-11-8
ET-11-8
employment on the store premises, shall be entitled to full pay not to exceed eight (8) hours for each day lost because of such injuries, but not to exceed five (5) days in Illinois and three (3) days in Missouri, provided, however, that the employee shall report upon receipt of the injury to the store manager who shall refer the employee to the Employer's physician. The physician's decision with respect to the length of time required off from the job shall be the controlling factor, provided further that nothing in this provision shall affect any rights accruing to either party under the Workmen's Compensation Act of the State of Missouri or Illinois, and that the Employer shall receive credit for any payment made under this Article, should any compensation be awarded in accordance with the State Workmen's Compensation Act.

ARTICLE 35

Expiration

- ET-11-8 E-93-4
ET-11-8*
(3)
- (a) This Agreement shall take effect January 30, 1972 and expires on January 26, 1974 at midnight; shall continue from year to year from expiration date, unless either party serves notice in writing sixty (60) days prior to the expiration date of the desire for termination of or for changes in this Agreement, provided, however, that either party may open this contract as of January 28, 1973, for the negotiation of wage rates and pensions only, by the serving of written notice upon the other party sixty (60) days prior to that date. It is agreed that both parties waive the provisions of Article 7 as of January 28, 1973 for the purpose of the reopeners. To satisfy the terms of this Article with respect to notice, it is agreed that the

Union need only serve written notice upon the Company and organization whose name appears in the first paragraph of this Agreement.

- (b) The Employer agrees to implement the provisions of this Agreement to the extent permissible by law.
- (c) The parties agree that if wage controls are still in existence as of January 28, 1973 the pay in lieu of the ninth holiday may be applied to wage rates.

SIGNED FOR THE UNION:

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SIGNED FOR THE EMPLOYER:

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Where the word "he" appears in this Agreement, the parties agree that it applies to both "male and female" employees.

**ADDENDUM TO THE LOCAL 88
RETAIL AGREEMENT
COVERING DELICATESSEN EMPLOYEES**

On this date the Company recognizes Meat Cutters' Local 88 as the bargaining agent for all Delicatessen employees employed by the Employer in the Employers' in store Delicatessen departments.

The terms of the Labor Contract covering Meat Cutters of the Employer shall also apply to the employees covered in this addendum except as noted below.

1. SENIORITY

A seniority list shall be maintained by the Company for Delicatessen clerks separate from the Meat Department employees now covered in the basic Agreement.

2. a. WAGES

All deli employees on the payroll prior to March 1, 1972 will receive an eight dollar (\$8.00) per week across the board increase for the first contract year.

b. The following hourly rate shall apply to full-time and part-time Delicatessen Clerks hired March 1, 1972 or later.

	Effective 1-30-72	Effective 7-29-72
0-6 months	\$2.60	\$2.70
After 6 months ..	2.90	3.00

The Clerk in charge of the department shall receive 10¢ per hour over the base rate.

3. Delicatessen clerks shall prepare, display, package and sell all regular Delicatessen Department products except luncheon meats as provided below.

Luncheon meats and sausages shall be sliced and displayed by a Journeyman Meat Cutter. The Delicatessen clerks may wrap, weigh and sell such luncheon meats once they have been prepared and displayed by the Meat Cutter.

4. Hours of work for Delicatessen clerks shall include all hours scheduled for the operation of this department. Eight (8) hours shall constitute the basic work day. In event of emergency, overtime at time and one-half the regular rate will be paid.

All employees who are instructed to report for work shall be guaranteed at least four (4) hours of work and eight (8) hours on Saturday and days preceding holidays.

5. Delicatessen employees working twenty-three (23) or more hours per week shall receive eight (8) hours holiday pay for the recognized holidays and those employees working less than twenty-three (23) hours shall receive four (4) hours holiday pay.
6. This contract expires on the same date and at the same time and under the same conditions as the employees' contract with Meat Cutters' Local 88 covering Employers' Meat Cutters.

FOR THE UNION:

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(Date)

FOR THE COMPANY:

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.....
.....
.....
(Date)



Union Office—535-9615

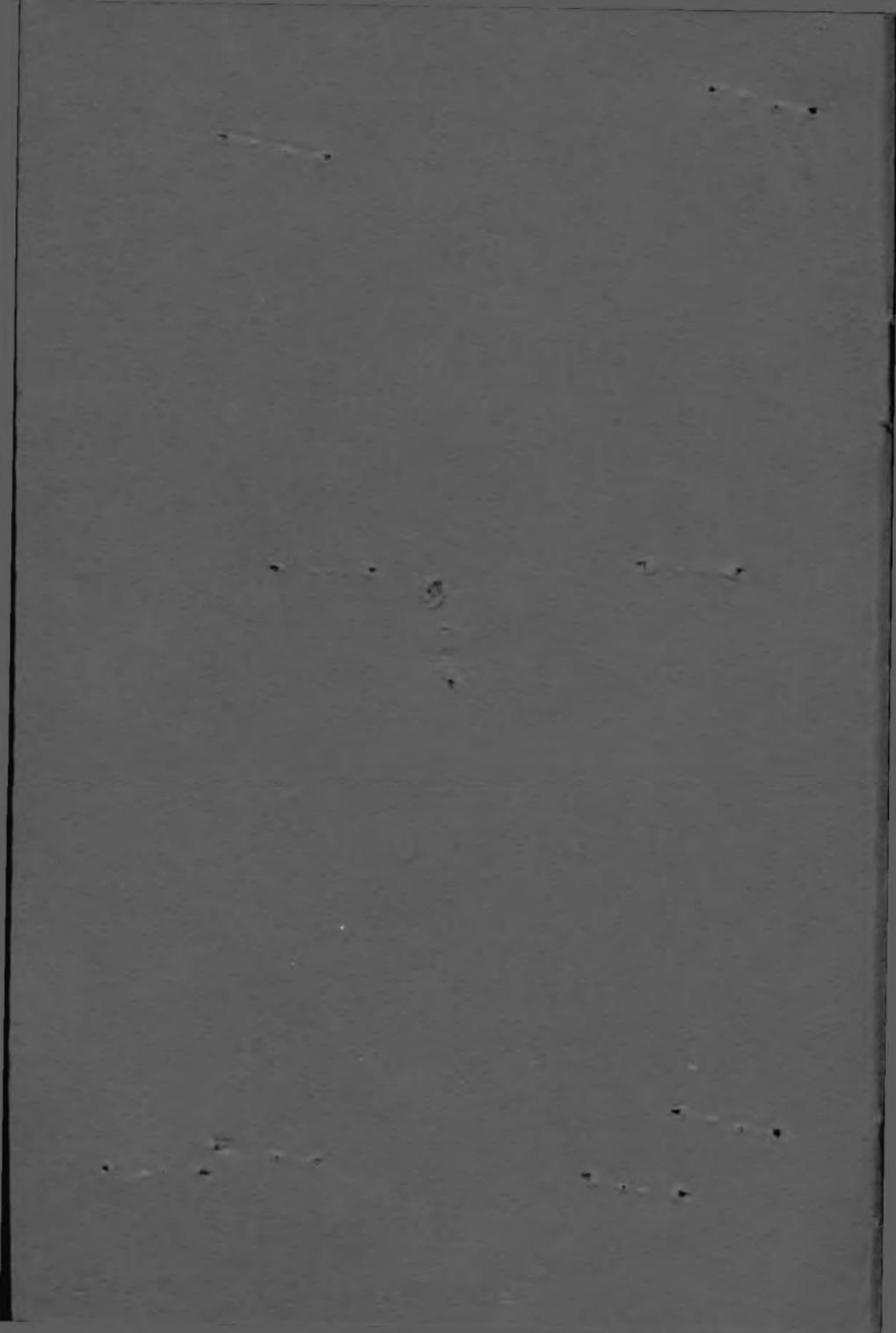
Health & Welfare—JE 1-4483

Medical Exchange—533-5858

Pension Office—CE 1-1700, Ext. 475

Attorney—CE 1-1018





U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



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July 10, 1972

Amalgamated Meat Cutters and Butcher
Workmen of North America Local 88
300 South Grand
St. Louis, Missouri 63103

JUL 18 1972

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Chain and Independent Food Stores covering Agreements in Missouri and Illinois and your union local 88. The agreement we have on file expired January 1972.

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. We would also appreciate your sending us copies of your Health Insurance and Pension Plans. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

GEOFFREY H. MOORE
Commissioner

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

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT appx 2400
2. Number and location of establishments covered by agreement appx 2400
3. Product, service, or type of business Meat cutters, apprentices, wrappers
4. If previous agreement has been extended without change, indicate new expiration date _____

Larry Nicki
(Name)
300 S. Grand
(Business address)

For Sec
(Position)
63103
(City, State, and ZIP code)