

APRIL 24, 1977

BORMAN FOODS, INC.

#6787

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MEAT DEPARTMENT EMPLOYEES ONLY
MEMBERS OF MEAT CUTTERS LOCAL #539

1. THE FOLLOWING SCHEDULE OF CONTRIBUTIONS SHALL BE PART OF THIS NEW AGREEMENT.

- A. INCREASE FULL-TIME LIFE INSURANCE PREMIUM TO \$5.00 PER MONTH PER EMPLOYEE - EFFECTIVE MAY 1, 1977.
- B. INCREASE PART-TIME LIFE INSURANCE PREMIUM TO \$2.50 PER MONTH PER EMPLOYEE - EFFECTIVE MAY 1, 1977.
- C. INCREASE PREMIUM FOR OPTICAL COVERAGE TO \$6.25 PER MONTH PER EMPLOYEE - EFFECTIVE MAY 1, 1977.
- D. INCREASE PREMIUM FOR DENTAL COVERAGE TO \$17.00 PER MONTH FOR FULL-TIME EMPLOYEES - EFFECTIVE MAY 1, 1977.
- E. INCREASE PREMIUM FOR DENTAL COVERAGE TO \$8.50 PER MONTH FOR PART-TIME EMPLOYEES - EFFECTIVE MAY 1, 1977.

NOTE: THE INCREASED CONTRIBUTIONS WERE NECESSARY TO MAINTAIN THE CURRENT LEVEL OF BENEFITS. IT WILL BE AT THE DISCRETION OF THE TRUSTEES OF THE FUNDS TO MAKE ANY IMPROVEMENTS.

2. THE EMPLOYER SHALL CONTRIBUTE AN ADDITIONAL AMOUNT TO THE LOCAL #539 PENSION PLAN AS FOLLOWS:

- A. INCREASE FULL-TIME PENSION CONTRIBUTION TO PROVIDE \$13.00 PER CREDITED YEAR OF TOTAL SERVICE, EFFECTIVE OCTOBER, 1977.
- B. INCREASE PART-TIME PENSION CONTRIBUTION TO PROVIDE 1/2 OF FULL-TIME CONTRIBUTION, EFFECTIVE OCTOBER, 1977.
- C. INCREASE FULL-TIME PENSION CONTRIBUTION TO PROVIDE \$15.00 PER CREDITED YEAR OF TOTAL SERVICE, EFFECTIVE OCTOBER, 1978.
- D. INCREASE PART-TIME PENSION CONTRIBUTION TO PROVIDE 1/2 OF FULL-TIME CONTRIBUTION, EFFECTIVE OCTOBER, 1978.
- E. INCREASE FULL-TIME PENSION CONTRIBUTION TO PROVIDE \$17.00 PER CREDITED YEAR OF TOTAL SERVICE, EFFECTIVE OCTOBER, 1979.
- F. INCREASE PART-TIME PENSION CONTRIBUTION TO PROVIDE 1/2 OF FULL-TIME CONTRIBUTION, EFFECTIVE OCTOBER, 1979.

3. PROVIDE PRESCRIPTION DRUG PROGRAM (\$2.00 DEDUCTABLE) EFFECTIVE SEPTEMBER 1, 1977. NOTE: PROGRAM TO BE OUTLINED PRIOR TO IMPLEMENTATION.

4. COST OF LIVING:

EFFECTIVE THE FIRST PAYROLL ON OR AFTER OCTOBER 1, 1978 AND OCTOBER 1, 1979, ALL EMPLOYEES SHALL RECEIVE A COST OF LIVING ALLOWANCE OF ONE CENT (1¢) PER HOUR FOR EACH .3 INCREASE IN THE INDEX. NOTWITHSTANDING, THERE SHALL BE A MINIMUM OF TWELVE CENTS (12¢) PER HOUR AND A MAXIMUM OF TWENTY CENTS (20¢) PER HOUR INCREASE ON EACH OCTOBER OF 1978 AND 1979.

THE COST OF LIVING ALLOWANCE SHALL BECOME A FIXED PART OF THE BASE RATES FOR ALL CLASSIFICATIONS (INDEX - 1 YEAR FIGURES FROM AUGUST THRU JULY).

THE CONSUMERS PRICE INDEX FOR MODERATE INCOME FAMILIES IN LARGE CITIES NEW SERIES (ALL ITEMS) PUBLISHED BY THE BUREAU OF LABOR STATISTICS U.S. DEPARTMENT OF LABOR (1967=100) AND REFERRED TO HEREIN AS THE INDEX.

IN ORDER TO BE ELIGIBLE FOR COST OF LIVING AN EMPLOYEE MUST WORK ONE (1) YEAR. HIS/HER FIRST COST OF LIVING WILL BE PAID ON HIS/HER ANNIVERSARY DATE BASED ON THE PRIOR READING. ALL FUTURE COST OF LIVING ALLOWANCES WILL BE PAID PURSUANT TO CONTRACT.

5. PERSONAL HOLIDAYS - EFFECTIVE APRIL 10, 1977, EMPLOYEES ON THE PAYROLL AS OF THE DATE OF RATIFICATION (APRIL 24, 1977) SHALL RECEIVE FIVE (5) PERSONAL DAYS OFF WITH PAY.

EMPLOYEES HIRED AFTER THE DATE OF RATIFICATION (APRIL 24, 1977) SHALL RECEIVE ONE (1) PERSONAL DAY OFF WITH PAY FOR EACH TWO (2) MONTHS OF SERVICE UP TO A MAXIMUM OF FIVE (5) DAYS.

EFFECTIVE APRIL 9, 1978, EMPLOYEES SHALL RECEIVE SIX (6) PERSONAL DAYS OFF WITH PAY.

NEW HIRES SHALL RECEIVE ONE (1) PERSONAL DAY OFF WITH PAY FOR EACH TWO (2) MONTHS OF SERVICE UP TO A MAXIMUM OF SIX (6) DAYS.

6. WAGES:

EFFECTIVE:	<u>4/10/77</u>	<u>10/9/77</u>	<u>4/9/78</u>	<u>10/8/78</u>	<u>4/8/79</u>	<u>10/7/79</u>
INCREASES	40¢	40¢	25¢	25¢	20¢	20¢

CLERKS:

0 - 6 MONTHS	\$5.52					
6 - 12 MONTHS	5.99					
OVER 12 MONTHS	6.46	\$6.86	\$7.11	\$7.36	\$7.56	\$7.76

NOTE: CLERK PROGRESSION APPLIES TO ALL EMPLOYEES HIRED IN THE CLERK CLASSIFICATION ON THE PAYROLL PRIOR TO APRIL 24, 1977.

JOURNEYMAN:

0 - 6 MONTHS	\$8.38	\$8.78	\$9.03	\$9.28	\$9.48	\$9.68
6 - 12 MONTHS	8.46	8.86	9.11	9.36	9.56	9.76
OVER 12 MONTHS	8.56	8.96	9.21	9.46	9.66	9.86

MEAT MANAGER:

0 - 6 MONTHS	\$8.66	\$9.06	\$9.31	\$9.56	\$9.76	\$9.96
6 - 12 MONTHS	8.77	9.17	9.42	9.67	9.87	10.07
OVER 12 MONTHS	8.95	9.35	9.60	9.85	10.05	10.25

CONTINENTAL DELI HEAD:

0 - 6 MONTHS	\$6.67	\$7.07	\$7.32	\$7.57	\$7.77	\$7.97
6 - 12 MONTHS	6.79	7.19	7.44	7.69	7.89	8.09
OVER 12 MONTHS	6.99	7.39	7.64	7.89	8.09	8.29

<u>CLEAN UP:</u>	\$3.55	-0-	-0-	-0-	-0-	-0-
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CLEAN UP EMPLOYEE WILL BE ELIGIBLE FOR COST OF LIVING PER OUR LABOR AGREEMENT.

NOTE: THE ABOVE RATES AND PROGRESSION APPLIES TO EMPLOYEES ON THE PAYROLL AS OF THE DATE OF RATIFICATION OF THIS AGREEMENT.

NO SANITOR WILL CAUSE ANY OTHER EMPLOYEE IN OTHER CLASSIFICATIONS A REDUCTION IN HOURS OR CAUSE A TRANSFER OF SAID EMPLOYEE. ONLY ONE (1) SANITOR WILL BE PERMITTED PER STORE.

NEW HIRES:

EFFECTIVE:	<u>4/10/77</u>	<u>10/9/77</u>	<u>4/9/78</u>	<u>10/8/78</u>	<u>4/8/79</u>	<u>10/7/79</u>
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CLERK:

START	\$5.15	\$5.55	\$5.80	\$6.05	\$6.25	\$6.45
12 MONTHS	5.70	6.10	6.35	6.60	6.80	7.00
18 MONTHS	6.46	6.86	7.11	7.36	7.56	7.76

CLERK RATES AND PROGRESSION SCALE SHALL APPLY TO ANY CLERK HIRED AFTER APRIL 24, 1977. NEW HIRES COVERED BY THIS AGREEMENT AFTER THE DATE OF RATIFICATION SHALL RECEIVE THE APPLICABLE CONTRACT RATE FOR THEIR CLASSIFICATION AND SHALL RECEIVE THE GENERAL MINIMUM INCREASE EFFECTIVE 10/9/77, 4/9/78, 10/8/78, 4/8/79 AND 10/7/79 PROVIDED ABOVE.

7. VACATIONS - VACATIONS TO BE SELECTED BY SENIORITY - NOT SUBJECT TO CHANGE ALL WEEKS OF THE YEAR. (EMPLOYEES SELECTION TO BE BASED ON INDIVIDUAL STORE SENIORITY REGARDLESS OF CLASSIFICATIONS) SUBJECT TO THE PERSONNEL NEEDS OF THE EMPLOYER. VACATIONS MAY BE CHANGED BY MUTUAL AGREEMENT BETWEEN MANAGEMENT AND THE EMPLOYEE.

1. INCREASE VACATION BENEFIT FOR EMPLOYEES ATTAINING EIGHTEEN (18) YEARS OF SERVICE TO FIVE (5) WEEKS, EFFECTIVE JANUARY 1, 1978.
8. S & A BENEFITS TO BE INCREASED TO \$125.00 FULL-TIME - EFFECTIVE SEPTEMBER 1, 1977.
9. SEVERANCE PAY - EFFECTIVE OCTOBER 1, 1978, IN THE EVENT THE EMPLOYER SELLS OR CLOSES A STORE AND EMPLOYEES ARE TERMINATED AS A RESULT THEREOF, EMPLOYEES WITH THREE (3) YEARS OF FULL-TIME SERVICE OR FROZEN FULL-TIME SERVICE SHALL BE PAID THREE (3) WEEKS OF SEVERANCE PAY AND ONE (1) ADDITIONAL WEEK OF SEVERANCE PAY FOR EACH ADDITIONAL YEAR OF FULL-TIME SERVICE OR FROZEN FULL-TIME SERVICE UP TO A MAXIMUM OF SIX (6) WEEKS OF SEVERANCE PAY.

ALL MONIES DUE EMPLOYEES SHALL BE PAID UPON TERMINATION IN ACCORDANCE WITH THE AGREEMENT. AN EMPLOYEE WHO DOES NOT ACCEPT SEVERANCE PAY SHALL RETAIN RECALL RIGHTS AS PROVIDED IN THE AGREEMENT, AT WHICH TIME IF NOT RECALLED TO WORK THE EMPLOYEE SHALL BE PAID SEVERANCE PAY.

EMPLOYEES VOLUNTARILY TERMINATING THEIR EMPLOYMENT SHALL NOT BE ELIGIBLE FOR SEVERANCE PAY.

EMPLOYEES WHO ACCEPT SEVERANCE PAY SHALL NOT RETAIN SENIORITY OR RECALL RIGHTS.

EMPLOYEES WHO REFUSE A TRANSFER AS OUTLINED IN THE AGREEMENT SHALL NOT RECEIVE SEVERANCE PAY.

SEVERANCE PAY WILL EQUATE THE AVERAGE NUMBER OF HOURS WORKED IN THE TWELVE (12) WEEKS PRECEDING SEPARATION, NOT TO EXCEED FORTY (40) HOURS STRAIGHT TIME PAY.

ANY EMPLOYEE WHO IS TERMINATED AND WHO IS ELIGIBLE FOR AND ACCEPTS SEVERANCE PAY, FORFEITS ALL SENIORITY AND RECALL RIGHTS. AN EMPLOYEE WHO DOES NOT ACCEPT SEVERANCE PAY SHALL RETAIN HIS RECALL RIGHTS FOR A PERIOD OF TWELVE (12) MONTHS, AND IF STILL NOT RECALLED BY THE EMPLOYER, SHALL THEN RECEIVE HIS SEVERANCE PAY AND HAS NO FURTHER RECALL RIGHTS.

IF A STORE IS SOLD AND THE SUCCESSOR EMPLOYER OFFERS EMPLOYMENT TO AN EMPLOYEE WHO IS OTHERWISE ELIGIBLE FOR SEVERANCE PAY UNDER THE TERMS OF THIS ARTICLE AND THE NEW JOB IS COMPARABLE, THEN NO PROVISIONS OF THIS ARTICLE SHALL APPLY.

ALL MONIES DUE EMPLOYEES SHALL BE PAID IN A LUMP SUM WITHIN TWO (2) WEEKS AFTER SEPARATION.

NO BENEFITS SHALL ACCRUE UNDER THE TERMS OF THIS ARTICLE, UNLESS THE EMPLOYER MAKES A BUSINESS DECISION TO CLOSE OR SELL A STORE. IF A STORE CLOSING IS CAUSED BY FIRE, FLOOD, STORM, LAND CONDEMNATION OR OTHER ACT OF GOD THEN THIS ARTICLE SHALL NOT APPLY.

10. TRAVEL PAY - EMPLOYEES REQUIRED TO USE THEIR PERSONAL AUTOMOBILE IN THE COURSE OF BUSINESS WILL BE REIMBURSED FOR MILEAGE AT THE RATE OF FOURTEEN CENTS (14¢) PER MILE. THIS PROVISION APPLIES WHEN AN EMPLOYEE IS REQUIRED TO TRAVEL TO ANY OTHER LOCATION AFTER REPORTING TO WORK.
11. JOB INJURY - EMPLOYEES INJURED ON THE JOB AND UNABLE TO COMPLETE HIS/HER DAY'S WORK SHALL BE PAID FOR ALL HOURS SCHEDULED FOR THAT DAY PLUS AN ADDITIONAL ONE (1) DAY OF SCHEDULED LOST TIME THE WEEK THE INJURY OCCURRED, PROVIDING A DOCTOR CERTIFIES AN INABILITY TO RETURN TO WORK.
12. SCHEDULING ERRORS - IN THE EVENT AN ERROR IN SCHEDULING IS MADE, AN EMPLOYEE SHALL HAVE TWENTY-FOUR (24) HOURS FROM THE TIME HE REPORTS TO WORK WITHIN THE STORE TO GRIEVE. OTHERWISE THE SCHEDULE AS POSTED SHALL STAND FOR THAT WEEK. AN EMPLOYEE SHALL HAVE A MAXIMUM OF THIRTY (30) DAYS TO FILE A GRIEVANCE CLAIMING HOURS DUE TO IMPROPER SCHEDULING IN ANOTHER STORE.

ONCE AN EMPLOYEE HAS QUALIFIED AS A FULL-TIME EMPLOYEE, HE/SHE SHALL BE REMOVED FROM FULL-TIME STATUS ONLY IF THEY:

- A. ARE DISCHARGED FOR JUST CAUSE.
- B. VOLUNTARILY RESIGN IN WRITING.
- C. REQUEST IN WRITING A REDUCTION TO PART-TIME.
- D. ARE LAID OFF FOR MORE THAN ONE (1) YEAR.
- E. ARE ON A BONAFIDE LEAVE OF ABSENCE EXCEEDING ONE (1) YEAR.
- F. WORKS TWELVE (12) CONSECUTIVE WEEKS AT LESS THAN THIRTY (30) HOURS PER WEEK.

13. DISPUTE PROCEDURE - GRIEVANCES MUST BE TAKEN UP PROMPTLY AND NO GRIEVANCE SHALL BE CONSIDERED OR DISCUSSED WHICH IS PRESENTED LATER THAN THIRTY (30) CALENDAR DAYS AFTER SUCH AS HAPPENED, WITH THE EXCEPTION OF WAGE CLAIMS.

WAGE CLAIMS - SHALL BE DEFINED AS AND LIMITED TO THE FOLLOWING:

- A. OVERDUE PROGRESSION STEP INCREASE
- B. INCORRECT HIRING RATES
- C. COMPUTER ERROR
- D. IMPROPER LAY-OFF AND RECALL

IN THE CASE OF A GRIEVANCE CONTESTING A DISCHARGE, THE TIME LIMIT SHALL BE FOURTEEN (14) DAYS.

TIME OFF WORK DUE TO ILLNESS OR LAY-OFF SHALL NOT BE COMPUTED AS A BASIS FOR A CHANGE IN STATUS FROM FULL-TIME TO PART-TIME.

- A. DELETE "CHIEF EXECUTIVE OFFICER" FROM GRIEVANCE PROCEDURE.
- B. AGREE TO CHANGE AMERICAN ARBITRATION ASSOCIATION TO FEDERAL MEDIATION CONCILIATION SERVICE IN ARTICLE 5.2.

14. SENIORITY - THE EMPLOYER SHALL RECOGNIZE THE WISHES OF SENIOR EMPLOYEES' CHOICE FOR THE AVAILABLE DAYS OFF AND WEEKLY WORK SCHEDULES BY SENIORITY. BASED ON CLASSIFICATIONS WITHIN THE STORE IN WHICH THEY WORK. ONCE THE CHOICE IS MADE, NEITHER THE EMPLOYER NOR THE EMPLOYEE SHALL ARBITRARILY CHANGE THE WEEKLY SCHEDULE.

ALL LAY-OFFS, REPRIMANDS, SUSPENSION, DISCHARGES SHALL BE GIVEN IN WRITING, COPIES OF SAME TO BE ISSUED TO THE UNION AND THE EMPLOYEE.

FULL-TIME EMPLOYEES WHO ARE LAID OFF OR WORKING REDUCED HOURS SHALL BE GUARANTEED A MINIMUM OF SIX (6) HOURS WORK OR PAY WHEN CALLED INTO WORK ON AN UNSCHEDULED WORK DAY, PROVIDED THERE ARE SIX (6) HOURS REMAINING IN THE WORK DAY.

THERE SHALL BE A MEMBER OF THE BARGAINING UNIT ON DUTY ALL HOURS THE STORE IS OPENED FOR BUSINESS ON SUNDAYS AND HOLIDAYS BETWEEN THE HOURS OF 9 A.M. AND 5:00 P.M.

15. POSITION DESCRIPTION - ADD TO JOURNEYMAN CUTTER

HIS DUTIES SHALL CONSIST OF RECEIVING (TAILGATE DELIVERIES), HANDLING, CUTTING, PROCESSING OF MEAT, POULTRY, SAUSAGE OR FISH: FRESH, FROZEN, CHILLED OR SMOKED. IT SHALL BE THE RESPONSIBILITY OF THE JOURNEYMAN MEAT CUTTER TO MAINTAIN AND CLEAN ALL OF THE EQUIPMENT NECESSARY IN PERFORMING HIS DUTIES.

THE EMPLOYER AGREES TO SUBMIT TO THE UNION A MONTHLY SENIORITY LIST OF ALL MEAT DEPARTMENT EMPLOYEES, INDICATING DATE OF HIRE, FULL-TIME AND PART-TIME STATUS, STORE LOCATIONS, CLASSIFICATION AND RATE OF PAY.

16. FUNERAL PAY - ADD TO FUNERAL LEAVE: IMMEDIATE FAMILY (EMPLOYEE & SPOUSE)

- A. GRANDPARENTS
- B. GRANDCHILDREN
- C. FOSTER CHILDREN