

(Retail-Wholesale)

II X- 9/64

A G R E E M E N T

By and Between

FOOD INDUSTRY, INC.

and

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL UNION NO. 81, AFL-CIO

MAY 2 1962

This Agreement is made by and between Food Industry, Inc., for and on behalf of its members operating meat markets in King and Kitsap Counties, and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union No. 81.

SECTION 1 - CONDITIONS OF EMPLOYMENT

- A. Food Industry, Inc., hereby recognizes, during the term of this Agreement, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union No. 81, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.
- B. The Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union #81, for and on behalf of its members, hereby recognizes during the term of this Agreement Food Industry, Inc., as the sole and exclusive collective bargaining agency for all employers who are designated as parties to this Agreement.
- C. Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. Employer shall inform employees of the foregoing requirement at the time they are employed.

SECTION 2 - WORKING HOURS

- A. Forty (40) hours shall constitute a week's work, five days per week, Monday through Saturday. Nine (9) hours including not more than one hour off for lunch each day shall constitute a day's work. Extra employees not on a regular part-time shift and full-time employees shall receive not less than four (4) hours' continuous work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty. No split shifts shall be allowed.
- B. Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

- C. Provided there shall be no selling or delivering of fresh meat before 9:00 a.m. or after 6:00 p.m. or on Sundays or holidays, nor, except within these hours shall there be any soliciting in person or by telephone for sales of fresh meat, work may be scheduled on shifts from 7:00 a.m. to 4:00 p.m., 8:00 a.m. to 5:00 p.m., or 9:00 a.m. to 6:00 p.m. The starting time for an employee's day shift shall be established in the previous week and the daily starting time shall not vary from day to day during a week unless otherwise mutually agreed by and between the Union and the Employer.
- D. Customers, except those at the counter prior to 6:00 p.m., shall not be sold fresh meat after 6:00 p.m. Insofar as possible, cleaning of the market shall be done prior to 6:00 p.m. Such cleaning may be done after 6:00 p.m. but not to exceed ten (10) minutes without pay in addition to the regular straight-time contract scale. Should more than ten (10) minutes be required for such cleaning, overtime shall be paid in accordance with Section 2, Paragraph E.
- E. All hours worked in excess of eight (8) hours per day, forty (40) hours per week or after 6:00 p.m. or before the employee's scheduled starting time shall be paid for at the rate of time-and-one-half the regular contract scale. The Union shall be notified by the Employer when overtime is worked.

SECTION 3 - VACATIONS

- A. Employees on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time days worked in the preceding twelve (12) months as follows:

<u>Days Worked</u>	<u>Days of Paid Vacation</u>
150 to 200	3
200 to 250	4
250 or more	5

- B. Employees on the second and each subsequent anniversary date of their employment to the tenth anniversary date of their employment (after the second and each subsequent year to the tenth year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time days worked in the preceding twelve (12) months as follows:

<u>Days Worked</u>	<u>Days of Paid Vacation</u>
150 to 200	6
200 to 250	8
250 or more	10

- C. Employees on the tenth and each subsequent anniversary date of their employment (after the tenth and each subsequent year of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate

based upon the number of straight-time days worked in the preceding twelve (12) months as follows:

<u>Days Worked</u>	<u>Days of Paid Vacation</u>
150 to 200	9
200 to 250	12
250 or more	15

- D. Employees who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of straight-time days worked since the last anniversary date of their employment at the following rates for each full twenty-five (25) days worked: After the first to the tenth anniversary date, eight (8) hours' vacation pay; and after the tenth anniversary date, twelve (12) hours' vacation pay.
- E. Vacation may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, Employee, and the Union this provision may be waived.
- F. Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Section 4, Paragraph B, of this Agreement in addition to vacation pay.
- G. It is hereby understood and agreed that in computing "Days of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Section 3, Paragraphs A, B and C, shall be applied so that working time lost up to a maximum of two hundred (200) hours, due to temporary lay-off, verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked.
- H. It is understood and agreed that effective January 1, 1962, the provisions of Paragraphs B, C, and D of this Section 3 shall be changed to substitute the word "ninth (9)" for the word "tenth (10)" wherever such word appears in these paragraphs.

SECTION 4 - HOLIDAYS

- A. The following shall be recognized as holidays with pay for regular full-time employees: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day, and any other day designated as a national holiday. Should a holiday fall on Sunday, the following Monday shall be observed.
- B. A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works some time during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

C. In case of emergency, any work performed on holidays or Sundays shall be paid for at the rate of double time.

D. In a holiday week, thirty two (32) hours shall constitute a week's work.

SECTION 5 - MINIMUM RATES OF PAY

A. Male Employee:

	10/1/61		EFFECTIVE 9/30/62		9/29/63	
	PER HR.	PER WK.	PER HR.	PER WK.	PER HR.	PER WK.
MANAGER, FOREMAN & HEAD BLOCKMAN	\$3.2075	\$128.30	\$3.3575	\$134.30	\$3.4575	\$138.30
JOURNEYMAN	3.02	120.80	3.17	126.80	3.27	130.80
EXTRA MAN & REGULAR RELIEF MAN - FULL DAY	3.02		3.17		3.27	
EXTRA MAN - HALF DAY	3.02		3.17		3.27	
APPRENTICE - FIRST 12 MONTHS	2.075	83.00	2.15	86.00	2.20	88.00

Apprentices shall be advanced \$5.00 per week the third and fourth six (6) months and \$10.00 per week the fifth and sixth six (6) months. Upon Qualifying, they shall receive the Journeyman scale.

Female Employee:

	10/1/61		4/1/62		EFFECTIVE 9/30/62		3/31/63		9/29/63	
	PER HR.	PER WK.	PER HR.	PER WK.	PER HR.	PER WK.	PER HR.	PER WK.	PER HR.	PER WK.
FIRST 3 MONTHS	\$1.625	\$ 65.00	\$1.675	\$ 67.00	\$1.70	\$ 68.00	\$1.75	\$ 70.00	\$1.775	\$ 71.00
NEXT 3 MONTHS	1.775	71.00	1.825	73.00	1.85	74.00	1.90	76.00	1.925	77.00
NEXT 3 MONTHS	1.975	79.00	2.025	81.00	2.05	82.00	2.10	84.00	2.125	85.00
NEXT 3 MONTHS	2.125	85.00	2.175	87.00	2.20	88.00	2.25	90.00	2.275	91.00
THEREAFTER	2.5125	100.50	2.5625	102.50	2.6375	105.50	2.6875	107.50	2.7375	109.50

Female employees as covered by this Agreement shall not be permitted to cut or grind fresh meat, and in the operation of the market the ratio of female employees to male meatcutter employees shall not exceed one (1) to one (1).

Any female employee discharged for any cause (except dishonesty) if replaced, shall only be replaced by a female employee in the same or higher wage bracket, if experienced help is available when needed.

B. Wages for superannuated members shall be determined by the representative of the Union and the Employer. Extra men shall be paid upon completion of their work or have it mailed to their residence. All steady employees shall be paid each week.

C. For the purpose of computing months of experience under Paragraph A of this Section 5, the equivalent of twenty-two (22) working days of employment in the retail meat industry shall be counted as one (1) month's experience, provided that no employee shall be credited for more than twenty-two (22) working days of experience in any one calendar month.

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C 40 1/1

C 52 1/1

C 55 1/1

D 69 1/2 D 71 1/2

C 43 1/2

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61 1/1

SECTION 6 - RETIREMENT PROGRAM

- A. During the term of this Agreement the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit the following amounts, which are to be computed monthly:
1. Seventeen dollars and thirty cents (\$17.30) per month per employee who works a full calendar month; or
 2. Four dollars (\$4.00) per week per employee who works a full week or more, but less than a full month; or
 3. Eighty cents (80¢) per day per employee who works eight (8) hours in a day, but not a full week or a full month.
- B. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

SECTION 7 - SICK LEAVE

- A. Employees during each twelve (12) months following April 1, 1960, (after the first and each succeeding year of continuous employment with their current employer following April 1, 1959) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness.
- B. As of April 1, 1960, and as of each April 1 thereafter, sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked by the employee with his current employer in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1680 to 2080	32
2080 or more	40

- C. Sick leave pay to the extent it has been earned shall begin on the fourth (4th) working day of illness, shall continue for each working day of illness thereafter up to and including the seventh (7th) working day, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the twelve (12) months immediately preceding the last April 1.
- D. Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of eighty (80) hours. Sick leave pay must be earned by employment with one employer.

- E. A doctor's certificate or other authoritative verification of illness may be required by the employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.
- F. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

SECTION 8 - JURY DUTY

- A. After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal work day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

SECTION 9 - APPRENTICES

- A. Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.
- B. Shops whose owners work with the tools of the trade and work the major part of the day and employing one (1) Journeyman shall be entitled to one (1) apprentice.
- C. The Union shall keep a service record of apprentices in order that they may be advanced in salary in accordance with Section 5. The Union agrees to give employers one (1) week's notice when a new wage rate is due. Adjustments shall be retroactive to the proper date.

SECTION 10 - GENERAL CONDITIONS

- A. The ordinary rule of seniority shall apply with the understanding that the ordinary rules of merit and ability shall also apply.

- B. No one shall be dismissed without good and sufficient cause, nor shall anyone be discharged during or immediately following an illness or accident.
- C. No employee receiving benefits or privileges, except wages, above the minimum herein provided for shall have such benefits or privileges taken away by reason of any provision of this Agreement.
- D. No taking of stock shall be permitted on Sundays or holidays or before or after the employee's regularly assigned shift.
- E. The employer shall bear the expense of furnishing gowns and laundering them and sharpening tools for all employees coming under this Agreement.
- F. Employees relieving others for lunch and using their own cars shall be paid at the rate of five cents (5¢) per mile from first place of employment.

SECTION 11 - VIOLATIONS - GRIEVANCES

- A. In order that the Business Representative of the Union shall not interfere with the work of the men, any employee being in arrears in the payment of Union dues shall be required to give his consent in writing to the employer before any of his wages may be turned over to the Union or its officers in payment of such dues.
- B. All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of Food Industry, Inc., and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Employers and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement, the four shall select a fifth member, who shall be chairman, and the decisions of this Committee shall be binding on both parties and such decisions shall be made not later than ten (10) days after the four members of the Labor Relations Committee have failed to agree.
- C. During the process of making adjustments under the rule and procedure set forth in Paragraph B above, no strike or lockout shall occur.
- D. No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance. During the process of making adjustments under the rule and procedure set forth in Paragraph B above, no strike or lockout shall occur. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.
- E. No wages shall be computed in any manner at a lower rate than herein specified and any release or waiver by employees shall be declared null and void as contravening the spirit and conditions of this Agreement. There shall be no individual agreements signed between employer and employees covered by this Agreement.

- F. The Union reserves the right to discipline its members for violations of its contract.
- G. No employee shall be dismissed for upholding Union principles.

SECTION 12 - GENERAL POLICY

- A. The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement. Where no agreement is signed, the Union Card shall be considered as accepting the terms of this Agreement.
- B. In cases of two (2) or more partners in a market, only one (1) shall be recognized as owner. Members of the Union are free to accept employment anywhere without discrimination by any employer.
- C. The jurisdiction of Local #81 covers the cutting, handling, and sale of all meats, fish, poultry, and rabbits in the area covered by this Agreement in either service or self-service markets.

No member knowingly shall cut meat for resale in any grocery store.

SECTION 13 - CONFORMANCE TO LAW

- A. It is not the intention of the parties to this Agreement to violate the provisions of the Taft-Hartley Act. Should any portion of this Agreement be found to be in violation of the Act or any subsequent rulings pertaining to the Act, such portions shall be brought into conformance therewith as soon after notification as possible.
- B. Any provision of this Agreement found to be invalid under the Taft-Hartley Act shall in no way affect the full force and effect of the other provisions of this Agreement during its tenure.

SECTION 14 - HEALTH AND WELFARE

- A. The health and welfare program established by the parties to this Agreement is set forth in a separate agreement between Food Industry, Inc., and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union #81, #151, #186, #329, #507, #529, #553, #554, and #652, dated June 29, 1961, and the provisions of that separate agreement constitute conditions of employment.

SECTION 15 - FUNERAL LEAVE

- A. Regular full-time employees shall be granted one (1) day off with eight (8) hours straight-time pay in the event of a death in his immediate family and provided the employee attends the funeral of the deceased. Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister.

SECTION 16 - NO STRIKES OR LOCKOUTS

- A. During the life of this Agreement, providing all terms of the Agreement are fulfilled, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout; provided, the Union retains the right to recognize any strike sanctioned by the King County Labor Council of Washington and to respect any picket line established in support of such strike.

SECTION 17 - TERMINATION OF AGREEMENT

- A. This Agreement shall be in full effect and binding upon both parties from the 1st day of October 1961, to the 1st day of October 1964. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days' written notice prior to the expiration date. If the negotiating period extends beyond the sixty days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.
- B. This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the parties hereto.

IN WITNESS WHEREOF we attach our signatures this 18th day of December, 1961.

FOOD INDUSTRY, INC.

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO
LOCAL UNION NO. 81

By /s/ L. A. SHERMAN

By /s/ FRED FREY

By /s/ George J. Arnold