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AGREEMENT

By and Between

DISTRICT UNION 427, AMALGAMATED MEAT CUTTERS AND  
BUTCHER WORKMEN of NORTH AMERICA - AFL-CIO

And

AKRON-CANTON, OHIO AREA

September 12, 1965 - September 7, 1968

AGREEMENT

1. AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 196\_\_, at \_\_\_\_\_  
Ohio, by and between \_\_\_\_\_, hereinafter referred to  
as the EMPLOYER, and DISTRICT UNION 427, AMALGAMATED MEAT CUTTERS and BUTCHER WORKMEN  
of NORTH AMERICA, AFL-CIO, hereinafter referred to as the UNION.

RECOGNITION

2. The Employer recognizes the Union as the sole bargaining agent for all  
employees in the meat departments of the Employer in the Counties of Cuyahoga, Lake,  
Geauga, Ashtabula, Lorain, Medina, Erie, Ashland, Richland, Huron, Summit, Stark  
and Portage.

NO DISCRIMINATION

3. The Employer will give fair and reasonable consideration to any applicant  
for work regardless of race, color, creed, nationality or membership in the Union.

REFERRAL OF NEW HELP

4. The hiring practice shall be as follows:

(a) When the employer requires any workers, either for regular employment  
or for part time work, he shall apply to the office of the Union. The Union agrees  
to send any available workers of proven qualification who shall identify themselves  
by presenting referral cards and who shall be directed to report to the Employer's  
place of business.

(b) In the event that any worker so referred is not suitable to the  
Employer, the Employer has the right to refuse him employment.

(c) In the event that the Union cannot supply workers applied for in time  
to satisfy the Employer's requirements, the Employer may secure new employees from  
any source; upon hiring such new employees, the Employer agrees to immediately  
notify the Union; and upon further condition that such new workers shall be subject  
to the other provisions of this Agreement.

(d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or affected by the Union membership, policies or requirements. Nothing Herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification and skill or Employer reference.

(e) It is understood however that new employees are on a trial basis for the first thirty (30) days of employment and may be discharged at the discretion of the Employer without employee having recourse to a grievance procedure.

#### UNION SHOP

5. 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 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 of such employment, become and remain members in good standing in the Union. The Employer agrees to notify the Union of any new employees within two (2) weeks of their date of hiring.

#### UNION JURISDICTION

6. All fresh and frozen meats, poultry, fish, rabbits, sausage and smoked meats customarily and normally handled and prepared on or off the store premises and offered for sale in the store shall be continued to be serviced by members of the bargaining unit in those stores having meat departments. This shall include meat preparation and handling in Central Cutting Facilities.

#### CHECK-OFF OF UNION DUES

7. The Employer shall, for the term of this Agreement, deduct initiation fees, dues and assessments from the first pay of each month of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to the Union before the fifteenth (15th) day of the month for which the initiation fees, dues and assessments were collected.

#### UNION OFFICIAL ACCESS TO STORE

8. The appropriate store official shall grant to any accredited Union official access to the store and to the working areas and to the areas where members of the Union are working for the purpose of satisfying himself and the Company representatives that the terms of this Agreement are being complied with, provided the Union official shall first advise the appropriate store official of the purpose of his visit.

#### REGULAR WORK WEEK

9. Forty (40) hours shall constitute the work week for all full time employees, to be worked in any five (5) days, Monday to Saturday inclusive.

#### OVERTIME

10. Time and one-half ( $1\frac{1}{2}$ ) shall be paid in excess of eight (8) hours in any

one (1) day or after forty (40) hours in any regular work week, whichever is greater, but not both.

11. Time and one-half ( $1\frac{1}{2}$ ) shall be paid for work done after 6:00 P.M. after the first two (2) nights worked in a week. Time and one-half ( $1\frac{1}{2}$ ) will be paid after 10:00 P.M. on the first two (2) nights worked when store is open for business after 6:00 P.M. This does not apply to hours scheduled prior to store opening to get prepared for business. It is understood that either party may call for review and discussion for scheduling employees to work only one night in stores named in this paragraph in the event the industry in the areas named revises hours of store operation.

12. Time and one-half ( $1\frac{1}{2}$ ) payment for work done after 6:00 P.M. after the first two (2) nights in a week may be waived for an employee whose written application to the Employer requesting such a waiver has been mutually approved by the Employer and the Union.

13. No employee shall be permitted to accept time off in lieu of overtime pay.

#### NIGHT PREMIUM PAY

14. Twenty-five cents (25¢) per hour premium shall be paid all employees for hours worked after 6:00 P.M. on the first two (2) nights in each week so worked.

#### POSTING WORK SCHEDULES

15. The scheduled hours of work for the week or any change in said schedule must be posted no later than Saturday preceding the work week for which the schedule is posted. Once posted, full time employees shall be guaranteed the scheduled work week provided they report as scheduled.

15.1 COPIES OF PREVIOUS WORK SCHEDULES MUST BE RETAINED IN THE STORE FOR A PERIOD OF ONE (1) MONTH.

#### RECORD KEEPING

16. Employees having any responsibility for record keeping in connection with their work shall do all such record keeping during the work day on the Employer's premises.

#### PART TIME GUARANTEED WORK WEEK

17. All part time employees shall be guaranteed twelve (12) hours in each week scheduled to work provided they report for work the scheduled hours, except in an emergency part time employees called into work on Saturday only or the day preceding a holiday only shall be guaranteed at least five (5) hours' work on such day. Part time employees presently employed who are not available for the weekly guaranteed minimum hours are exempted from the weekly guaranteed hours.

#### GUARANTEED WORK DAY

18. Employees reporting for work as scheduled shall be guaranteed no less than five (5) hours' work per day.

#### MEMBER ON DUTY DURING ALL STORE HOURS

19. A member of the Union must be on duty during all hours the store is open

for business (except as otherwise provided in Paragraph 22 and cutting and processing of meat will be done only by apprentices with six (6) months' or more experience, except that apprentices with less than six (6) months' experience may cut and process whenever a meat cutter is on duty.

#### SUNDAYS AND HOLIDAYS

20. There shall be no work performed on Sundays and the following legal holidays (Paragraph 21) except in cases of extreme emergency to protect the property of the Employer or in the event of store opening to meet major competition. All work performed on Sundays or the following legal holidays, shall be paid for at the rate of double time, that is, straight time plus straight time, except that triple time shall be paid for all work performed on Sundays, that is, straight time on straight time on straight time, if the store is open for business.

21. The following days are recognized as legal holidays or days legally celebrated in lieu thereof:

New Year's Day, Decoration Day, Independence Day (Fourth of July),  
Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday,  
Eighth Holiday.

21.1 A Birthday holiday shall be taken by the individual employee on the Monday following the employee's birthday except if Monday falls in a holiday week it shall be taken the following week.

21.2 The eighth holiday shall be given to each employee between January 1 and April 30, and the date thereof shall be set at the discretion of the Employer.

22. A meat cutter must be on duty during all the hours the store is open for business on Sundays and holidays.

#### HOLIDAY WORK WEEK

23. Thirty-two (32) hours shall constitute the work week for all employees in a week in which any of the above specified holidays shall fall. All work performed in excess of thirty-two (32) hours in any such holiday weeks shall be compensated for at the rate of time and one-half ( $1\frac{1}{2}$ ). All regular full time employees shall be paid eight (8) hours' pay for holidays not worked.

24. Full time employees scheduled to work in a holiday week who lose time due to an accident or verifiable illness, provided they have worked some time in the holiday work week, shall receive holiday pay as though they had worked their scheduled hours in the holiday week.

#### PART TIME HOLIDAY PAY

25. Part time employees who work thirty-two (32) hours in a holiday week shall receive eight (8) hours' holiday pay. Part time employees working in a holiday week, shall receive holiday pay on a pro rata basis as follows:

12 hours thru 19 hours - 2 hours' holiday pay  
20 hours thru 27 hours - 4 hours' holiday pay  
28 hours thru 31 hours - 6 hours' holiday pay

# MINIMUM RATES

26. The minimum rates of pay for employees for the basic work week, as set out in Paragraph 9 shall be as follows:

		Effective Sept. 12, 1965		Effective Sept. 4, 1966		Effective Sept. 3, 1967	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
26.1	Meat Dept. Head	\$ 148.80	3.72	152.00	3.80	156.00	3.90
	Guaranteed Increase	4.80	.12	3.20	.08	4.00	.10
26.2	First Cutter	140.80	3.52	144.00	3.60	148.00	3.70
	(In stores having four (4) or more meat cutters including meat department head and meat cutter-counter classifications)						
	Guaranteed Increase	4.80	.12	3.20	.08	4.00	.10
26.3	Meat Cutter	135.60	3.39	138.80	3.47	142.80	3.57
	Guaranteed Increase	4.60	.11½	3.20	.08	4.00	.10
26.4	Meat Cutter - Counter	132.40	3.31	135.60	3.39	139.60	3.49
	(Meat Cutter who works 50% or more of his time on Service Counter)						
	Guaranteed Increase	4.40	.11	3.20	.08	4.00	.10
26.5	<u>APPRENTICES:</u>						
	1st 3 months	84.80	2.12	87.20	2.18	90.40	2.26
	3 to 6 months	87.80	2.19½	90.20	2.25½	93.40	2.33½
	6 to 9 months	90.80	2.27	93.20	2.33	96.40	2.41
	9 to 12 months	93.80	2.34½	96.20	2.40½	99.40	2.48½
	12 to 15 months	96.80	2.42	99.20	2.48	102.40	2.56
	15 to 18 months	99.80	2.49½	102.20	2.55½	105.40	2.63½
	18 to 21 months	102.80	2.57	105.20	2.63	108.40	2.71
	21 to 24 months	106.80	2.67	109.20	2.76	112.40	2.84
	24 to 27 months	111.80	2.79½	114.20	2.85½	117.40	2.93½
	27 to 30 months	116.80	2.92	119.20	2.98	122.40	3.06
	(Thereafter meat cutter rate)						
	Guaranteed Increase	2.80	.07	2.40	.06	3.20	.08

26.6 It shall be the responsibility of the Employer to provide the opportunity for proper training of apprentices so that they may attain the necessary skill and experience for meat cutting during apprenticeship.

26.7 If an apprentice meat cutting school is established under the Manpower Training Act, Employer agrees to recognize sixteen (16) or more weeks of training as equal to one (1) year of apprenticeship service for any graduate employed by the Company.

## 26.8 WRAPPERS:

1st 3 months	86.40	2.16	88.80	2.22	92.00	2.30
Guaranteed Increase	2.90	.07¼	2.40	.06	3.20	.08
3 to 9 months	89.20	2.23	91.60	2.29	94.80	2.37
Guaranteed Increase	2.70	.06-¾	2.40	.06	3.20	.08
9 to 18 months	95.20	2.38	97.60	2.44	100.80	2.52
Guaranteed Increase	2.70	.06-¾	2.40	.06	3.20	.08
18 to 24 months	99.20	2.48	101.60	2.54	104.80	2.62
Guaranteed Increase	2.70	.06-¾	2.40	.06	3.20	.08
Over 24 months	104.40	2.61	106.80	2.67	110.00	2.75
Guaranteed Increase	2.90	.07¼	2.40	.06	3.20	.08



27. All employees falling in the above classifications, covered by Paragraph 26.1 through Paragraph 26.8 shall receive the above rate for their classification effective as of the dates shown above or the guaranteed increases as shown above, whichever is the greater, but not both.

28. Meat Cutter, relieving the department head one week or more, shall receive the minimum rates for the department head. However, in no event, shall he suffer a decrease in wages.

#### PART TIME RATES

29. The minimum rates of pay for part time employees shall be pro-rated on an hourly basis.

29.1 Part time employees shall be given credit for actual hours of work in arriving at their regular hourly rate.

#### SERVICE CREDIT

30. Employees shall receive credit for all time served under different Employers in arriving at the proper wage rate.

#### EQUAL PAY FOR EQUAL WORK

31. Female employees replacing male employees shall be paid the rate for male employees providing such female employees are able to perform in full the duties of the male employees.

#### NO REDUCTION IN PAY

32. No employee shall suffer a reduction of pay as a result of the signing of this Agreement.

#### REST PERIODS

33. There shall be no split shifts or enforced rest periods, and all time in one day shall run continuously from starting to quitting time, except that all employees shall receive a paid rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon and a single lunch period of one (1) hour on the employee's time.

33.1 Employees shall take their lunch hour within five (5) hours after starting to work unless the scheduled day is five (5) hours or less.

#### NOTICE FOR LAYOFFS AND DISCHARGE

34. Full time employees will be given one (1) week's notice in case of layoff or reduction in hours.

34.1 No employee shall be discharged without just cause. Full time employees will be given three (3) days' notice or three (3) days' pay in lieu of notice. No notice or advance pay will be necessary when employees are discharged for dishonesty, drunkenness on the job or insubordination.

34.2 Any employee in business which is in direct competition with the Company is subject to immediate discharge.

34.3 All employees shall give three (3) days' notice to the Employer. Upon failure to do so, the Union shall discipline employees.

#### EMPLOYEE DISCIPLINE

35. The Union shall be privileged to require the disciplining of employees under its jurisdiction for verified 'working off' the clock.

#### VACATIONS

36. The Employer agrees to grant vacations with pay to all employees on the following basis:

36.1 To all employees with one (1) year's continuous service (but less than three (3) years) - one (1) week's vacation.

36.2 To all employees with three (3) years' continuous service (but less than eight (8) years) - two weeks' vacation.

36.3 To all employees with eight (8) years' continuous service (but less than eighteen (18) years) - three (3) weeks' vacation.

36.4 To all employees with eighteen (18) years' continuous service (but less than twenty-five (25) years) - four (4) weeks' vacation.

36. EFFECTIVE JANUARY 1, 1966, TO ALL EMPLOYEES WITH TWENTY-FIVE (25) YEARS' OR MORE CONTINUOUS SERVICE - FIVE (5) WEEKS' VACATION.

37. An employee becomes eligible for vacation pay on his anniversary date, and if terminated prior to taking the vacation, shall receive the vacation pay at the time of termination. Once an employee completes one (1) full year of service, he shall be entitled to vacations, as earned, following the first of each subsequent calendar year, granted in accordance with seniority.

38. If a holiday, as specified in Paragraph 21, falls within an employee's scheduled vacation period, the employee shall receive an ADDITIONAL DAY OFF WITH PAY.

39. Part time employees shall be granted vacations on the same schedule as full time employees, except that their vacation pay shall be based on the average weekly hours paid during the vacation year (i.e., total number of hours paid from anniversary date to anniversary date divided by 52).

40. Vacations, when earned, must be taken, and the employee shall receive his vacation pay in advance.

#### HEALTH AND WELFARE

41. Employer herein agrees that a Health, Welfare and Death Benefit Fund heretofore established, which is legal under the laws of the State of Ohio and under the laws of the United States, shall be continued during the life of this Agreement. It is understood and agreed by the parties hereto that no fund shall be set up on which the contributions made by Employer hereunder are construed to be wages under the Federal Wage and Hour Act. Nor is any fund to be established under which the payments of the Employer are considered by any taxing authority as wages upon which withholding tax is to be paid or upon which Social Security contributions are to be made by Employer.

42. The Fund which is established shall be used to provide insurance against sickness, accident, or such other contingencies as may impair the welfare of the union members as may be determined by the Board of Trustees.

43. Employer contributions to the Fund shall be as follows:

(a) Effective September 1, 1965 - \$30.00 per month for each employee averaging twenty-five (25) hours per week or more.

(b) EFFECTIVE SEPTEMBER 1, 1966 - \$32.50 PER MONTH FOR EACH EMPLOYEE AVERAGING TWENTY-FIVE (25) HOURS PER WEEK OR MORE.

\$6.00 PER MONTH FOR EACH EMPLOYEE AVERAGING TWELVE (12) HOURS PER WEEK OR MORE (BUT LESS THAN TWENTY-FIVE (25) HOURS AND EACH STUDENT EMPLOYEE WORKING SIXTEEN (16) HOURS PER WEEK OR MORE (BUT LESS THAN TWENTY-FIVE (25) HOURS.

(c) EFFECTIVE SEPTEMBER 1, 1967 - \$34.00 PER MONTH FOR EACH EMPLOYEE AVERAGING TWENTY-FIVE (25) HOURS PER WEEK OR MORE.

44. AN EMPLOYEE'S STATUS ON THE FIRST DAY OF THE MONTH IS DETERMINATIVE OF ELIGIBILITY FOR HEALTH AND WELFARE COVERAGE, BUT THE MONTHLY CONTRIBUTION IS NOT DUE UNTIL THE FIRST DAY OF THE FOLLOWING MONTH (i.e., EACH MONTH'S CONTRIBUTION TO THE FUND SHALL BE BASED ON AND ACCURATELY REFLECT THE PAYROLL RECORDS OF THE FIRST DAY OF THE PRECEDING MONTH). ON THE FIRST DAY OF EACH MONTH THE EMPLOYER SHALL FORWARD TO THE FUND A LIST OF THE ELIGIBLE EMPLOYEES (AS DETERMINED FROM PAYROLL RECORDS OF THE FIRST DAY OF THE PRECEDING MONTH) WITH PAYMENT TO COVER SAID EMPLOYEES. PROVIDED, THAT SEASONAL SUMMER (JUNE, JULY AND AUGUST) ARE NOT ENTITLED TO ANY HEALTH AND WELFARE COVERAGE OR CONTRIBUTION. PROVIDED FURTHER, THAT A PART-TIME EMPLOYEE WHOSE HOURS ARE TEMPORARILY INFLATED DUE TO SUMMER WORKING SCHEDULES SHALL RETAIN THEIR FORMER HEALTH AND WELFARE STATUS, REGARDLESS OF ACTUAL HOURS WORKED DURING THE SUMMER MONTHS.

45. ONCE AN EMPLOYEE HAS FULL TIME HEALTH AND WELFARE COVERAGE, IF THEIR AVERAGE WEEKLY WORK HOURS ARE INVOLUNTARILY REDUCED BELOW TWENTY-FIVE (25), FULL TIME COVERAGE, WITH APPROPRIATE FULL TIME MONTHLY CONTRIBUTIONS, SHALL BE RETAINED FOR SIX (6) MONTHS.

46. THE EMPLOYER SHALL CONTINUE TO MAKE HEALTH AND WELFARE CONTRIBUTIONS FOR A MAXIMUM PERIOD OF SIX (6) MONTHS FOR THOSE EMPLOYEES WHO ARE ABSENT BECAUSE OF ACCIDENT OR HEALTH REASONS AND ARE RECEIVING BENEFITS UNDER THIS ARTICLE OR WORKMEN'S COMPENSATION. HOWEVER, THIS SECTION SHALL NOT APPLY TO THOSE EMPLOYEES ON PREGNANCY LEAVE OF ABSENCE.

47. THE EMPLOYER MUST PROMPTLY NOTIFY THE FUND OF ALL EMPLOYEE COVERAGE ADJUSTMENTS, (e.g., TERMINATION, REDUCTION FROM FULL TIME TO PART TIME COVERAGE) AND FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT SUBJECTS THE EMPLOYER TO RESPONSIBILITY FOR THE COST OF UNPAID MONTHLY CONTRIBUTIONS.

48. FOR PURPOSES OF THIS ARTICLE, HOURS PAID SHALL BE CONSIDERED AS HOURS WORKED UNLESS OTHERWISE AGREED TO BY THE EMPLOYER AND THE UNION.

#### COLLECTION ENFORCEMENT

49. IT IS AGREED THAT THE UNION HAS THE RIGHT TO ASSIST THE HEALTH AND WELFARE AND PENSION FUNDS' TRUSTEES AND ADMINISTRATIVE PERSONNEL IN THE COLLECTION OF DELINQUENT CONTRIBUTIONS, and, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF A DELINQUENCY IS NOT SATISFIED WITHIN ONE (1) WEEK AFTER THE DELINQUENT EMPLOYER



RECEIVED FORMAL WRITTEN NOTICE FROM THE FUNDS' TRUSTEES, THE UNION SHALL HAVE THE RIGHT TO STRIKE THAT EMPLOYER UNTIL FULL PAYMENT IS MADE.

#### PENSIONS

50. THE UNDERSIGNED EMPLOYER DOES HEREBY JOIN IN, ADOPT AND ACCEPT, AND SUBSCRIBE TO THE AGREEMENT AND DECLARATION OF TRUST ESTABLISHING THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN'S UNION AND INDUSTRY PENSION FUND, A COPY OF WHICH HAS BEEN FURNISHED TO HIM, AND AGREES TO BE BOUND THEREBY AND ANY AMENDMENTS THERETO, AND AGREES FURTHER TO MAKE CONTRIBUTIONS TO THE PENSION FUND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT. THE UNDERSIGNED AUTHORIZES THE PARTIES TO THE PENSION FUND TO DESIGNATE THE TRUSTEES AND THE SUCCESSOR TRUSTEES, AND TO ADMINISTER THE PENSION FUND, AND HEREBY RATIFIES AND ACCEPTS SUCH TRUSTEES AND THE TERMS AND CONDITIONS OF SAID TRUST AS FULLY AND COMPLETELY AS MADE BY THE UNDERSIGNED.

51. IT IS UNDERSTOOD AND AGREED THAT IT IS A CONDITION OF THIS AGREEMENT THAT EFFECTIVE AS OF JANUARY 3, 1966 THE EMPLOYER WILL CONTRIBUTE THE SUM OF TEN (10¢) CENTS PER HOUR ON ALL HOURS WORKED INCLUDING PAID VACATIONS, HOLIDAY HOURS, AND TIME OFF DUE TO ILLNESS NOT IN EXCESS OF THIRTY (30) DAYS, TO THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN'S UNION AND INDUSTRY PENSION FUND.

51.1 EFFECTIVE JANUARY 2, 1967 THE EMPLOYER'S CONTRIBUTION TO THE SAID PLAN WILL BE FIFTEEN (15¢) CENTS PER HOUR.

#### SENIORITY

52. As to layoffs, rehiring and permanent full time transfer from one store to another (except where such transfer is made to staff a new store), or transfer from one type of work to another, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Senior employees shall have the right to demonstrate their fitness and ability, including retraining for new jobs. An employee's seniority shall be considered broken if he quits, is discharged for cause, is laid off continuously for one year or fails to return from layoff with three (3) days' written notice sent to the last known address.

52.1 In the matter of promotions, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

52.2 A seniority list shall be supplied the Union.

52.3 In the event of a grievance arising out of layoffs or reduction of hours, there will be no liability until one week after the grievance is filed by the Union.

#### JOB SECURITY

53. The Employer and the Union mutually agree that it is their intent and purpose to maintain the status of those employees having full time status. To effectuate this policy, when it becomes necessary to change the status of a full time employee, either by layoff or reduction to part time status, the following procedure shall be followed: The District Union officer or officers and the Employer or his appropriate representative or representatives shall confer within forty-eight (48) hours after notification to the Union regarding the contemplated layoff or reduction of hours of full time employees and whatever arrangements are made in laying off or reducing hours of full time employees shall be final. All circumstances being reasonably equal, length of service shall be the controlling factor.

54. EIGHTY PERCENT (80%) OF THOSE EMPLOYEES WHOSE NAMES APPEAR ON THE FULL TIME SENIORITY LIST AS OF SEPTEMBER 12, 1965, WILL BE GUARANTEED THE RATES AND BENEFITS AS SHOWN HEREIN FOR THE LIFE OF THE AGREEMENT PROVIDED, HOWEVER, THE EMPLOYEE IS AVAILABLE FOR WORK AND REPORTS AS SCHEDULED. THIS GUARANTEE WILL NOT BE EFFECTIVE IN CASE OF STRIKES BY OTHER UNIONS AGAINST THE EMPLOYER OR BY ACTS OF GOD, SUCH AS FIRE, FLOOD, ETC., BEYOND THE CONTROL OF THE EMPLOYER. THE EMPLOYER RESERVES THE RIGHT TO OFFER SAID EMPLOYEES WORK OUTSIDE THE BARGAINING UNIT BY SENIORITY AND SAID EMPLOYEES WILL CONTINUE THEIR SENIORITY RIGHTS UNDER THE AGREEMENT FOR THE DURATION THEREOF, PROVIDED FURTHER, IF THE EMPLOYEES REFUSE SAID WORK THEY LOSE ANY GUARANTEES UNDER THIS PROVISION, BUT WOULD RETAIN ANY SENIORITY RIGHTS THEY MIGHT HAVE UNDER THE SENIORITY PROVISION.

54.1 THE REMAINING TWENTY PERCENT (20%) OF THOSE EMPLOYEES WHOSE NAMES APPEAR ON THE FULL TIME SENIORITY LIST AS OF SEPTEMBER 12, 1965, WILL ACCRUE SEVERANCE PAY AT THE RATE OF ONE (1) WEEK'S PAY FOR EACH TWO (2) YEARS' CONTINUOUS FULL TIME SERVICE. SUCH SEVERANCE PAY WOULD BECOME PAYABLE AT SUCH TIME AS THE EMPLOYEE LOST SENIORITY RIGHTS UNDER THE CONTRACT. THE EMPLOYER RESERVES THE RIGHT TO OFFER ANY EMPLOYMENT THAT MIGHT BE AVAILABLE AT THE PREVAILING RATES AND CONDITIONS THEN IN EFFECT FOR THAT JOB. IF THE EMPLOYEES REFUSE SAID JOB OFFER, THEY WILL FORFEIT ANY SEVERANCE PAY OBTAINABLE UNDER THIS PROVISION, BUT WOULD RETAIN ANY SENIORITY RIGHTS IN ACCORDANCE WITH SENIORITY PROVISIONS OF THE AGREEMENT.

55. For multi-store operations, seniority shall be considered by areas previously agreed upon between the Employer and the Union.

56. Employees working full time on other jobs shall be considered to have the least seniority.

57. Union stewards shall be considered to have the longest seniority on the store level within their classification.

58. In cases of temporary transfers out of the seniority area for the benefit of the Employer involving additional transportation cost, employees will be reimbursed for the additional expense at public transportation rates.

59. The Union and the Company recognize the need for part time employees and mutually agree to investigate improper scheduling that results in the use of two (2) part time employees with the same job classification rather than one (1) full time employee. This provision applies only to a condition where two (2) part time employees with the same job classification are working a split week of approximately the same hours and does not apply to the use of week-end part time employees, or to those part time employees whose available hours are beyond the Company's control.

#### ARBITRATION

60. Should there be a dispute concerning the terms of this Agreement of their application which cannot be settled between the parties, the matter may be submitted to arbitration by either party.

60.1 The Board of Arbitration shall consist of one (1) person chosen by the Employer and one (1) person chosen by the Union. Said two (2) persons shall choose a third party and if they are unable to agree, will jointly ask the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the parties will select the third (3rd) member of the Board of Arbitration.

60.2 The third (3rd) member will be empowered by the parties to render a decision on the dispute, within the terms of this Agreement but will have no

power to add or subtract from the terms of this Agreement. The decision of the Board will be final and binding on all parties and the expense of the third member of the Board will be shared jointly by the Union and the Employer.

60.3 All grievances must be handled promptly.

60.4 The Executive Board of the 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, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

60.5 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 DISTRICT UNION CONSTITUTIONS IN THE SETTLEMENT OF ANY AND ALL COMPLAINTS OR GRIEVANCES FILED BY SUCH EMPLOYEES BEFORE TAKING ANY ACTION OUTSIDE THE SCOPE OF THIS AGREEMENT FOR THE SETTLEMENT OF SUCH GRIEVANCES.

61. Leave for Union Business - Leaves of Absence without pay will be granted to employees appointed or elected to a Union Convention or elected as a Business Representative. When the latter occurs such leave of absence shall be limited to one year. If a meat department head is given a leave of over one month's duration, he may be returned as a meat cutter.

61.1 Personal Leave - Full time employees may be granted, upon written request, an emergency personal leave of absence without pay not to exceed thirty (30) days in any one year.

61.2 Pregnancy Leave - Only one six (6) months' pregnancy leave of absence will be granted to full time married employees with nine (9) months or more continuous service but must be requested and taken not later than the end of the sixth (6th) month of pregnancy. An extension of two (2) months will be granted upon request by the employee's physician where an extension is merited for medical purposes.

#### FUNERAL LEAVE

62. In the event of the death of a full time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, GRANDCHILD, or any other relative residing with the employee, the employee shall be allowed up to three (3) days' leave with pay. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave. PROVIDED FURTHER, THAT AN EMPLOYEE MUST ATTEND THE FUNERAL OR DEVOTE TIME TO SAME TO BE ELIGIBLE FOR LEAVE (OR PAY) UNDER THIS PARAGRAPH.

#### JURY DUTY

63. Full time employees, serving on jury duty, except federal grand jury, shall be reimbursed for the proved difference in pay loss, providing employee makes reasonable effort to complete basic work week.

#### CREDIT UNION

64. The Employer agrees to deduct weekly for savings only such amounts as are voluntarily authorized by the employee in writing, which amounts are to be forwarded

monthly to the Union. All deductions are to be in even dollars only and when authorized shall include the monthly union dues deduction so that the same amount shall be deducted each week. When credit union requests discontinuance of credit union deductions, the employee concerned shall not be permitted to authorize a new credit union deduction for a period of six (6) months.

#### MILITARY SERVICE

65. Employees who are members of the Military Reserve shall not be required to take their vacation during the period of their two-week reserve duty, nor to take their day off during a week to coincide with a day's reserve duty nor suffer any loss of benefits while on such reserve duty.

#### WORKMEN'S COMPENSATION

66. It is agreed that all meat market operators with one (1) or more employees shall carry Workmen's Compensation under the Workmen's Compensation Law of Ohio.

#### NO STRIKE - NO LOCKOUT

67. There shall be no strikes, lockouts, stoppage of work or picketing during the life of this Agreement.

#### MANAGEMENT RIGHTS

68. The Employer shall retain all management rights and functions it possessed prior to entering into a Contract with this Union, except such rights as are relinquished and restricted in this contract.

#### SAFETY POLICY

69. The Employer will advise the Union in writing with respect to its safety policy.

69.1 THE EMPLOYER WILL SUBMIT ITS SAFETY POLICY. AN EMPLOYEE HAS THE RIGHT TO REFUSE TO PERFORM ANY WORK WHICH HE CONSIDERS UNDULY HAZARDOUS, BUT IF THE ALLEGED SAFETY RISK IS FOUND TO BE INSUFFICIENT TO JUSTIFY THE REFUSAL, THE EMPLOYEE IS SUBJECT TO APPROPRIATE DISCIPLINE, INCLUDING SUSPENSION OR DISCHARGE IF CIRCUMSTANCES WARRANT.

#### UNION COOPERATION

70. The Union recognizes the ever-changing methods in the trend of food merchandising and agrees to cooperate in the installation of such methods and in the education of its members in the necessity for such changes.

#### TERM OF CONTRACT

71. This Agreement shall take effect September 12, 1965 and shall expire September 7, 1968, but shall automatically continue from year to year unless notice is given in writing by either party not less than sixty (60) days prior to the anniversary date hereof.

#### SUCCESSOR CLAUSE

72. This Agreement shall be binding upon the Company herein and its successors



or assignees. It is the intent of the parties that the Agreement shall remain in effect for the full term hereof and shall bind the successors of the representative parties hereto.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 196\_\_.

FOR THE UNION

\_\_\_\_\_  
Sam Pollock, President

\_\_\_\_\_  
Union Representative

FOR THE EMPLOYER

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zone \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

JUN 27

1966

## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20212

JUL 6

1966

June 24, 1966

Mr. Sam Pollock, President  
Amalgamated Meat Cutters and  
Butcher Workmen of North America  
2605 Detroit Avenue  
Cleveland, Ohio 44113

Gentlemen:

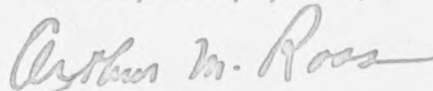
We have in our file of collective bargaining agreements a copy of your agreement(s) Akron-Canton Food Industry

Would you please send us a copy of your current agreement—with any supplements 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.

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,



Arthur M. Ross  
Commissioner

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 750
2. Number and location of establishments covered by agreement 135  
Counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain, Medina, Erie, Ashland,  
Richland, Huron, Summit, Stark and Portage
3. Product, service, or type of business Retail
4. If previous agreement has been extended without change, indicate new expiration date



2605 Detroit Avenue  
(Street)

President

Cleveland, Ohio 44113  
(City and State)