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AGREEMENT

By and Between

LOCAL UNION 427, AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA -- AFL-CIO

And

AKRON-CANTON, OHIO AREA STORES (SEE JURISDICTION) EXCLUDING A & P, KROGER, LOBLAW, INC.

SEPTEMBER 4, 1961 — SEPTEMBER 1, 1963

AGREEMENT

1. AGREEMENT made this _____ day of _____, 19____, at _____, Ohio,

by and between _____
hereinafter referred to as the EMPLOYER, and LOCAL UNION 427, AMALGAMATED MEAT CUTTERS AND BUTCHER WORK-
MEN 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. When new help is required the Employer shall give timely notice to the Union so that the Union shall have equal opportunity to refer and/or recommend the help so required. The Employer shall give preference in employment to qualified unemployed members of the Union provided such applicants are of equal qualifications to any other applicant.

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.

CHECK OFF OF UNION DUES

7. The Employer shall, for the term of this Agreement, deduct initiation fees and Union dues 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 and dues 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, Mon. to Sat. inclusive.

FEMALE WORK DAY

10. Eight (8) hours per day shall constitute the work day for all female employees.

OVERTIME

11. Time and one-half (1½) shall be paid in excess of eight (8) hours in any one day for female employees and in excess of nine (9) hours in any one day for male employees or after forty (40) hours in any regular work week, whichever is greater, but not both.

12. Time and one-half (1½) 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 (1½) 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.

13. Time and one-half (1½) 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.

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

NIGHT PREMIUM PAY

15. Twenty-five Cents (25c) 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

16. 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.

RECORD KEEPING

17. 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

18. 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

19. 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

20. A member of the Union must be on duty during all hours the store is open for business (except as otherwise provided in Paragraph 24), 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

21. There shall be no work performed on Sundays and the following legal holidays (Paragraph 22) 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.

22. Legal holidays are New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated in lieu thereof.

BIRTHDAY HOLIDAY

23. A personal 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.

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

HOLIDAY WORK WEEK

25. 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 (1½). All regular full time employees shall be paid eight (8) hours' pay for holidays not worked.

26. 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

27. 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

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

	Rates Effective September 4, 1961		Rates Effective September 3, 1962	
	Weekly	Hourly	Weekly	Hourly
29. Meat Department Head	\$131.00	\$3.27½	\$135.00	\$3.37½
Guaranteed Increase	5.00	.12½	4.00	.10

Meat Department Heads employed in small volume service markets, may remain in old classification - Paragraph 17 of Agreement dated September 16, 1957, plus the guaranteed increase. The Employer shall list such markets with the Union.

30. First Cutter - In stores with four (4) cutters, including department head and cutter-counter - \$5.00 per week over meat cutter rate.

	Rates Effective September 4, 1961		Rates Effective September 3, 1962	
	Weekly	Hourly	Weekly	Hourly
31. Meat Cutter	\$119.00	\$2.97½	\$123.00	\$3.07½
Guaranteed Increase	5.00	.12½	4.00	.10
32. Meat Cutter-Counter	116.00	2.90	120.00	3.00
Guaranteed Increase (Meat Cutter who works 50% or more of his time on Service Counter)	5.00	.12½	4.00	.10

33. Apprentices:

	Rates Effective September 4, 1961		Rates Effective September 3, 1962	
	Weekly	Hourly	Weekly	Hourly
1st 6 months	78.00	1.95	82.00	2.05
2nd 6 months	83.00	2.07½	87.00	2.17½
3rd 6 months	90.00	2.25	94.00	2.35
4th 6 months	98.00	2.45	102.00	2.55

Thereafter meat cutter rate. 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.

Guaranteed Increase	5.00	.12½	4.00	.10
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34. Females:

1st 3 months	72.50	1.81¼	76.50	1.91¼
3 to 9 months	75.50	1.88¾	79.50	1.98¾
9 to 18 months	81.50	2.03¾	85.50	2.13¾
18 to 24 months	85.50	2.13¾	89.50	2.23¾
Over 24 months	90.50	2.26¼	94.50	2.36¼
Guaranteed Increase	5.00	.12½	4.00	.10

35. All employees falling in the above classifications, covered by Paragraph 29, through and including Paragraph 34, 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.

36. 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.

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PART TIME RATES

37. The minimum rates of pay for part-time employees shall be prorated on an hourly basis.
38. Part-time employees shall be given credit for actual hours of work in arriving at their regular hourly rate.

SERVICE CREDIT

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

EQUAL PAY FOR EQUAL WORK

40. 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

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

REST PERIODS

42. 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 ten (10) minutes in the morning and ten (10) minutes in the afternoon and a single lunch period of one hour on the employee's time.
43. 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 DISCHARGE AND LAY-OFFS

44. No full-time employee shall be discharged without 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.
45. All employees shall give three (3) days' notice to the Employer. Upon failure to do so, the Union shall discipline employees.

EMPLOYEE DISCIPLINE

46. The Union shall be privileged to require the disciplining of employees under its jurisdiction for verified "Working Off" the clock.

VACATIONS

47. All employees with one (1) year's continuous service with an individual Employer shall receive one (1) week's vacation with pay.
48. All employees with three (3) years' or more continuous service with the Employer shall receive two (2) weeks' vacation with pay.
49. All employees with ten (10) years' or more continuous service with the Employer shall receive three (3) weeks' vacation with pay. "Effective January 1, 1962, employees with eight (8) years' or more continuous service shall receive three (3) weeks' vacation with pay."
50. All employees with twenty (20) years' or more continuous service with the Employer shall receive four (4) weeks' vacation with pay.
51. Part-time employees and employees with mixed part-time and full-time service shall receive the same number of weeks vacation per year as if they were full-time employees. Their pay per week for such vacations shall be determined by dividing by fifty-two (52) the total number of hours worked during the twelve (12) months period between the anniversary date of employment in the current year and the preceding year.
52. Those receiving more shall not be reduced. Employees shall become eligible for vacations on the anniversary date of employment. Vacation schedules may be changed if employee and Employer are agreed.
53. Vacations earned are not accumulated beyond four (4) weeks in any year. Vacation money must be paid in advance.
54. If a Holiday (Specified in Paragraphs 21 and 22) falls within an employee's scheduled vacation period, the employee will receive an extra day's pay.
55. An employee shall not lose his vacation pay by reason of leaving the service of the Employer after the date he becomes eligible and has not taken his or her vacation.

HEALTH AND WELFARE

56. 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.
57. The fund, which is established, shall be jointly administered under a trust agreement to be executed by the parties hereto providing administration by a Board of Trustees consisting of two representatives of the Union, and two representatives of the Employer, and providing for a tie breaker. This fund shall be used to establish 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.
58. The Employer agrees to pay monthly into the fund the sum of Seventeen Dollars and Thirty Cents (\$17.30) for each full and part time employee averaging thirty (30) hours or more per week on the payroll. Effective September 1, 1962, each individual Employer agrees to pay monthly into the Health and Welfare Fund the sum of Twenty-Three Dollars and Thirty Cents (\$23.30) per month for each full time employee and each part-time employee averaging thirty (30) hours or more per week (See Schedule A)*.
59. Each such Employer shall forward on or before the fifteenth (15th) day of each month to the Fund a record sheet of his full-time employees for the preceding month with payment to the Fund to cover said employees.

PENSIONS

60. Effective no later than July 1, 1961, the Employer shall have in effect a pension program, the provisions of which when agreed to by the Union and the Employer, shall be attached as a supplement.

SENIORITY

61. As to lay-offs, rehiring and permanent full time transfers from one store to another (except where such transfer is made to staff a new store), the principles 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. Senior employees shall have the right to demonstrate their fitness and ability. Any employee's seniority shall be considered broken if he quits, is discharged for cause, is laid off continuously for six months or fails to return from lay-off within three (3) days of written notice sent to the last known address.
62. Promotions and retraining for new jobs shall be based on fitness and ability with seniority a factor only when all other things are equal. Senior employees shall have the right to demonstrate their fitness and ability. A seniority list shall be supplied the Union and revised as needed.

AVAILABLE HOURS

63. Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification. The Union and the Employer recognize the need for part-time employees and the desirability to provide full time jobs within the provisions of this Agreement and the needs of the business. It is agreed that two part-time employees within the same job classification will not be used where one full-time employee can be used and is available.

64. For multi-store operation, seniority shall be considered by areas previously agreed upon between the Employer and the Union. Part-time employees will have the area seniority for promotion to full time.
65. Employees working full time on other jobs shall be considered to have the least seniority.
66. Stewards shall be full time and shall be the last to be laid off in the store in accordance with classification. The Union shall furnish the Employer with a list of stewards, which list shall be supplemented from time to time as may be needed.
67. When it is established that an employee has been laid off or reduced in hours out of seniority, employee shall receive pay for time lost until restored to employment or increased in hours in accordance with their seniority. Liability for the lost time pay starts one week after written notice by the Union to the Employer.

TEMPORARY TRANSFER

68. 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.

PREGNANCY LEAVE

69. A 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.

DEATH IN FAMILY

70. If a member of the employee's immediate family should die, said employee will be allowed as leave the three (3) working days immediately following the death with straight time pay for any of the three (3) days which are regularly scheduled working days. The term "immediate family" shall mean a father, mother, husband, wife, sister, brother, daughter, son, mother-in-law, father-in-law, grandparents and any relative living with employee.

JURY DUTY

71. 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

72. 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

73. 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

74. 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.

ARBITRATION

75. Should there be a dispute concerning the terms of the Agreement or their application in the meat departments of the Employer, which cannot be settled by a representative of the Employer and a representative of the Union, the matter of disagreement shall be submitted to a Board of Arbitration consisting of two (2) men representing the Union, two (2) men representing the Employer, and one (1) disinterested arbiter selected by mutual agreement. The decision of the Board of Arbitration shall be rendered within thirty (30) days of the date of dispute being submitted for arbitration and the decision of the Board of Arbitration shall be final and binding.

NO STRIKE - NO LOCKOUT

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

MANAGEMENT RIGHTS 6770

77. 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. *IND*

UNION COOPERATION

78. 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.

TERMS OF CONTRACT

79. This Agreement shall take effect September 4, 1961 and shall expire September 1, 1963, 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.

Signed this _____ day of _____, 196_____

FOR THE UNION:

FOR THE EMPLOYER:

Sam Pollock, President

Business Representative

SCHEDULE A

The agreed upon \$6.00 per month additional contribution into the Health and Welfare Fund by the Employer, effective Sept. 1, 1962, shall be for the purpose and apply only for the development and establishment of prepaid group practice comprehensive medical care and service of high quality and for such other purposes as are directly related to preventive medical care practices and in accordance with Union-Industry Health and Welfare Trust Agreement.