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AGREEMENT

By and Between

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

And

CLEVELAND FOOD INDUSTRY COMMITTEE

SEPTEMBER 4, 1961 — SEPTEMBER 1, 1963

AGREEMENT

1. AGREEMENT made this 7th day of September, 1961, at Cleveland, County of Cuyahoga, and State of Ohio, by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, individually and collectively, for its members, hereinafter referred to as the EMPLOYER, and LOCAL UNION 427, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, 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 located in the Counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain and Medina, except for the Kroger Company who recognizes the Union as the sole bargaining agent for all employees in its meat departments in the Counties of Cuyahoga, Lake, Ashtabula and Lorain, and the Cities of Northfield, Vermillion and Brunswick, Ohio.

UNION SHOP

3. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed, shall, on the thirty-first (31st) day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer agrees to notify the Union of any new help within two (2) weeks after the date of employment.

CHECK-OFF OF UNION DUES

4. 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

5. 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

6. Forty (40) hours, in any five (5) days of any one (1) week, Monday to Saturday, inclusive, shall constitute the work week for all full-time employees.

REGULAR WORK DAYS

7. (a) The regular work days for the forty (40) hour week in Cuyahoga County shall be as follows:
Monday, Tuesday, Wednesday and Thursday _____ 9:00 A.M. to 6:00 P.M.
Friday and Saturday _____ 8:00 A.M. to 6:00 P.M.
- (b) The regular work days for the forty (40) hour work week outside Cuyahoga County shall remain as presently constituted, provided, however, that any Employer who feels he must change hours to meet major competition will give the Union two (2) weeks' written notice of his intentions before changing.
- (c) 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 will not be required to take time off in lieu of overtime if called in to work hours other than scheduled hours.
8. All employees when ordered to report for work shall be scheduled for not less than five (5) hours work in any one (1) work day provided they are available for the hours scheduled.

AVAILABLE HOURS

9. (a) Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification.
(b) Part-time employees shall be scheduled for not less than twelve (12) hours per week except that part time called in to work on Saturday only or the day preceding a holiday only shall be scheduled for not less than five (5) hours work. Part time not available for twelve (12) hours work are exempt from this provision.
(c) 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 (2) part time employees within the same job classification will not be used where one full time employee can be used and is available.
10. A meat cutter (or a member of the Union without regard to classification if only one meat cutter is employed in the market) must be on duty during all hours the store is open.

OVERTIME

11. (a) Time and one-half shall be paid in excess of forty (40) hours in any work week.
(b) Any work performed by a female employee, outside Cuyahoga County, in excess of eight (8) hours in one (1) day shall be paid at time and one-half (1½) the regular rate of pay.
12. In Cuyahoga County time and one-half (1½) shall be paid for any work performed after 6:00 P.M. on any work day.
13. If an individual Employer outside Cuyahoga County is open after 6:00 P.M. on more than one day, time and one-half (1½) shall be paid for work on those nights in excess of one day during any one week and time and one-half (1½) will be paid after 10:00 P.M. for hours worked on "Open" night 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.
14. No employee shall be permitted to accept time off in lieu of overtime pay. Necessary book-work shall be done on Employer's premises.

SUNDAYS AND HOLIDAYS

15. There shall be no work performed on Sundays and the following legal holidays, except in cases of extreme emergency to protect the property of the Employer. 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.

16. New Year's Day; Decoration Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day or days legally celebrated in lieu thereof, and the individual's birthday on the Monday following or, if a holiday week, the succeeding Monday.

HOLIDAY WORK WEEK

17. 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. Such employees will receive holiday pay if he has worked part of the week and then is off due to accident or verifiable illness.

18. Part-time employees who work thirty-two (32) hours in a holiday week shall receive eight (8) hours' holiday pay. Part-time employees shall receive holiday pay on the following pro-rata basis:

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
32 hours or over	---	8 hours' holiday pay

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MINIMUM RATES

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19. The minimum rates of pay for full-time employees for the basic work week, as set out in Paragraph 6, shall be as follows:

	Rates Effective September 4, 1961		Rates Effective September 3, 1962	
	Weekly	Hourly	Weekly	Hourly
20. Meat Department Head	\$131.00	\$3.27½	\$135.00	\$3.37½
21. Meat Cutter	119.00	2.97½	123.00	3.07½
22. Meat Cutter-Counter	116.00	2.90	120.00	3.00
(Meat Cutter who works 50% or more of his time on Service Counter)				
23. First Cutter	124.00	3.10	128.00	3.20
(In stores having four or more meat cutters including meat dept. head and meat cutter-counter classifications)				
24. All employees falling in the classifications covered by Paragraphs 20, 21, 22 and 23 will receive the above rates on the effective dates indicated, or a minimum increase of \$5.00 per week effective Sept. 4, 1961; a minimum increase of \$4.00 per week effective Sept. 3, 1962.				
25. Full-Time Male Apprentices:				
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

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After the second year, the meat cutter or meat cutter-counter rate will apply. 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.

All employees falling in the classification covered by Paragraph 25 will receive the above rates on the effective dates indicated or a minimum increase of \$5.00 per week effective September 4, 1961; a minimum increase of \$4.00 per week effective September 3, 1962.

	Rates Effective September 4, 1961		Rates Effective September 3, 1962	
	Weekly	Hourly	Weekly	Hourly
26. Full-Time Female Help:				
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

All employees falling in the classification covered by Paragraph 26, will receive the above rates on the effective dates indicated or a minimum increase of \$5.00 per week effective Sept. 4, 1961; a minimum increase of \$4.00 per week effective Sept. 3, 1962.

27. Meat cutters, relieving head meat cutters one week or more, shall receive the minimum rates for the head meat cutter. However, in no event shall he suffer a decrease in wages.

PART-TIME RATES

- 28. The minimum rates of pay for part-time employees shall be prorated on an hourly basis.
- 29. 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 ten (10) minutes in the morning and ten (10) minutes in the afternoon and a single lunch period, without pay, of one hour in any one day. Lunch periods shall be provided within five (5) hours after the employee begins work.

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NOTICE FOR DISCHARGE, LAY-OFFS AND EMPLOYEE VIOLATION

34. 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.
35. All employees shall give three (3) days' notice to the Employer. Upon failure to do so, the Union shall discipline employees.
36. No employee shall be employed at wages below the wage scale fixed herein, and the Union shall have full authority to request the disciplining of any employee working below conditions set forth in this contract including "working off the clock".

VACATIONS

37. All full-time employees with one year's continuous service with an individual Employer shall receive one (1) week's vacation with pay.
38. All full-time employees with three (3) years' or more continuous service with an individual Employer shall receive two (2) weeks' vacation with pay.
39. All full-time employees with ten (10) years' or more continuous service with an individual Employer shall receive three (3) weeks' vacation with pay. Effective January 1, 1962, all full time employees with eight (8) yeears' or more continuous service with an individual Employer shall receive three (3) weeks' vacation with pay.
40. All full-time employees with twenty (20) years' or more continuous service with an individual Employer shall receive four (4) weeks' vacation with pay.
41. Part-time employees shall be granted vacations on the same basis as full-time employees, except that their vacation pay shall be based on the hours worked during the year preceding the anniversary date of employment divided by fifty-two (52).
42. 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. Employees with mixed full-time and part-time service shall receive their vacation based on their last year of service divided by 52 and shall be measured by the employee's last hiring date. An employee shall not lose his vacation pay if he leaves the service of the Employer after qualifying for a vacation he has not received.
43. Vacations earned are not accumulated beyond four (4) weeks in any year. Vacation money must be paid in advance.
44. If a holiday (specified in Paragraph 16) falls within an employee's scheduled vacation period, the employee will receive an extra day's pay.
45. 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.

FUNERAL LEAVE

46. In case of death in the immediate family of a full-time employee, such employee shall be allowed a maximum of three (3) days' leave with pay, provided however that no employee will be paid more than a full week's pay. The term immediate family shall mean husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, or any relative residing with the employee.

PREGNANCY LEAVE

47. Six-months' pregnancy leave will be granted, and extended two months if the employee is physically unable to return.

JURY DUTY

48. Any full-time employee called for jury duty will be compensated by the Employer for the difference between regular pay and the jury pay for absence necessarily caused by such jury duty. The employee shall not suffer loss in pay by reason of being on jury duty on his regular day off.

JOB APPLICANTS

49. The Union shall have equal opportunity to furnish job applicants. Where lawful, the Employer shall give preference in employment to unemployed members of the Union, provided such applicants are of equal qualification to any other applicant.

PENSIONS

50. Those not having a pension plan shall establish a pension plan. Agreement reached on pensions for those Employers not now providing a pension program, shall be attached as a supplement.

HEALTH AND WELFARE

51. Employer herein agrees that the 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.
52. 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.
53. Each individual Employer agrees to pay monthly into the Health and Welfare Fund the sum of four dollars (\$4.00) per week for each full-time employee and each part-time employee averaging thirty (30) hours or more each week, excluding those working inflated hours due to summer working schedules and those of less than sixty (60) days' employment, on each such Employer's payroll. Effective Sept. 1, 1962, each individual Employer agrees to pay monthly into the Health and Welfare Fund the sum of five dollars and forty cents (\$5.40) per week for each full-time employee and each part-time employee averaging thirty (30) hours or more per week, excluding those working inflated hours due to summer working schedules and those of less than sixty (60) days' employment, on each such Employer's payroll.
54. Each such Employer shall forward on the first day of each month to the Fund a record sheet of his eligible employees (see Paragraph 53) for the current month with payment to the Fund to cover said employees.
55. The Kroger Company having a Health and Accident Plan in effect is exempt from the provisions of Paragraphs 51 to 54 inclusive. However, any changes made in such plan during the term of this contract will be through negotiations with the Union.

SENIORITY

56. 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. 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. Any employee's seniority shall be considered broken if he quits, is discharged for cause, is laid off continuously for six (6) months or fails to return from lay-off within three (3) days of written notice sent to the last known address.

57. In the matter of promotions, retraining for new jobs or transfer from one type of work to another, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. A Seniority List shall be supplied the Union. In the event of a grievance arising out of lay-offs or reduction of hours, there will be no liability until one week after the grievance is filed by the Union.

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

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

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

61. 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.

WORKMEN'S COMPENSATION

62. 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

63. 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

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

TERMS OF CONTRACT

65. 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 expiration date hereof.

Signed this _____ day of _____, 196_____

CLEVELAND FOOD INDUSTRY COMMITTEE

By: HOWARD ENGLISH, Chairman

BI-RITE, INC.

By: Martin Schuller

CLEVELAND FOOD DEALERS ASSN., INC.

By: Frank F. Heiser

FISHER FOODS, INC.

By: J. Hillenbrand

HEINENS, INC.

By: J. J. Heinen

THE KROGER COMPANY

By: W. R. Bedell

PICK-N-PAY, INC.

By: John Rini

STOP-N-SHOP, INC.

By: Martin Rini

THE UNION

By: SAM POLLOCK, President

By: Frank Cimino, Representative

By: _____

THE EMPLOYER

Name _____

Address _____

_____ Zone _____

By: _____

By: _____

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

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September 28, 1960

Mr. Sam Pollock, President
Amalgamated Meat Cutters and Butcher
Workmen of North America, Local #127
2605 Detroit Avenue
Cleveland 13, Ohio

Dear Mr. Pollock:

We have in our file of collective bargaining agreements a copy of your agreement with the Cleveland Food Industry Committee. This agreement expired August 1959.

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,

Ewan Clague
Ewan Clague

Commissioner of Labor Statistics

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 3200
2. Number and location of establishments covered by agreement 700 Retail meat Departments or stores in Cuyahoga, Lake, Geauga, Ashtabula, Huron and Lorain Counties
3. Product, service or type of business Retail meat
4. If previous agreement has been extended without change, indicate new expiration date _____

Sam Pollock

President

(Your name)

(Position)

2605 Detroit Avenue

Cleveland 13, Ohio

(Street)

(City and State)

2 copies sub. - Joe Collins 10/18/60
CJW