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AGREEMENT

Independent Super
Market Operators

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With



Amalgamated Meat Cutters
and Butcher-Workmen
of North America
Local 539, A.F.L.-C.I.O.

1967-1970
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Market Operators**

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Local 539, A.F.L.-C.I.O.**

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AGREEMENT

THIS AGREEMENT effective APRIL 2, 1967, between INDEPENDENT SUPER MARKET OPERATORS, its successors and assigns, hereinafter designated as the "Employer" and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL No. 539, A.F.L.-C.I.O., hereinafter designated as the "Union."

ARTICLE 1

Intent and Purpose

The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2

Coverage

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees who are engaged in receiving, cutting, grinding, slicing, curing, displaying, preparing, processing, sealing, wrapping, bagging, pricing, prefabricating, and selling of all meat products; sausage, poultry, rabbits, fish and sea food products, canned hams, bacon, pork loins and picnics, whether such products are fresh, frozen, chilled, cooked, cured, smoked or barbequed including those employees operating equipment used in wrapping, cubing, tenderizing of such meat products and who perform their duties in all areas where such products are prepared, displayed and offered for retail sale in service or self-service cases located in retail markets that are presently owned, leased, acquired, operated or supervised by the Employer during the period of this Agreement and not covered by any other contract with Local 539, Amalgamated Meat Cutters and

Butcher Workmen of North America,
A.F.L.-C.I.O.

All services as indicated above shall be performed by employees covered by this Agreement. It is agreed that only Meat Department Employees shall perform the duties as outlined in Article 2 of this Agreement.

ARTICLE 3

Union Shop and Dues

The Union shall be the sole representative and bargaining agent of all employees covered by this Agreement in collective bargaining with the Employer.

It shall be a continuing condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of the Agreement shall, on the 31st day following the execution of this Agreement

become and remain members in good standing in the Union.

It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer shall furnish to each new employee an application card for membership in the Union, in a form supplied by the Union, which such employee may execute and file subject to the provisions aforesaid. New employees, pending their application for, and membership in, the Union as aforesaid, shall with all other employees be uniformly subject to the provisions of this Agreement, including those pertaining to wages, hours and working conditions; except new employees within thirty (30) days of hire may be discharged or disciplined without recourse for any reason whatsoever.

When the Employer needs additional

employees, it shall afford the Union equal opportunity with others to nominate or refer suitable applicants, provided that the Employer shall not be required to hire those nominated or referred by the Union.

Check-Off

The Employer agrees to deduct Union dues, initiation fees and assessments from the wages of each of its employees, present and future, as the same shall be due, provided each such employee executes written authorization therefor in a form authorized by law, and such authorization is turned over to the Employer. The Employer agrees to remit such dues, initiation fees and assessments, as deducted, to the Union.

The Union shall, on or before the 15th day of each month, furnish to the Employer a list of member-employees and the amounts due therefor, including dues owing for the succeeding month. The Employer shall, on or before the 25th day of the same month, deduct and remit such dues, as authorized, to the Union.

At the time of such remission of checked-off sums, the Employer shall also furnish the Union a list of all persons hired within the previous thirty (30) days (or since the last such list was furnished, whichever is later), including name, address, classification, assigned store, and date of hire.

The Employer shall also furnish from time to time, upon the Union's request, and within two (2) weeks of such request, a seniority list of all employees covered by this Agreement.

ARTICLE 4

Management Rights

The management of the business and the direction of the working forces, including the right to plan and direct store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons; the right to study or introduce new or improved production methods or facilities and the right to establish

and maintain rules and regulations covering the employees in the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with regard for the rights of the employees, and subject to the provisions of this contract, and, provided, further, that it will not be used for the purpose of discrimination against any employee. The Union shall be advised regarding changes in store hours.

ARTICLE 5

Dispute Procedure

A. The Union shall have the right to designate or elect a shop steward for each store.

B. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties, to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employees, the shop steward, or both, and the Manager of the store.

Step 2. By conference between the shop steward and the business agent of the Union, and the District Personnel Supervisor or Personnel Department Representative.

Step 3. By conference between an official or officials of the Union and the District Personnel Supervisor and/or Personnel Department Representative of the Company.

Step 4. In the event the last step fails to settle the complaint, it shall be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. In case of disagreement, a third member shall be chosen by the Arbitration Board. Should the Arbitration Board be unable to agree on the

third member within five (5) days, the Federal Mediation and Conciliation Service shall be asked to appoint as a third member a paid employee of the Federal Mediation and Conciliation Service. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties, and upon the employees hereunder.

D. No employee shall be discharged except for proper cause. The Union may file a written complaint with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an improper discharge, the employer shall reinstate the employee and pay him compensation at his regular rate of pay for the time lost. Such complaint must be settled within twenty days from its receipt, including the decision of the Board of Arbitration.

E. Lengthy discussions between employees and representatives of the Union including the shop steward, or among themselves concerning disputes, shall not take place during working hours.

F. The Manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with and for the purpose of checking rates of pay and schedules.

G. The Employer shall have the right to call a conference with the shop steward and officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

H. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fourteen (14) calendar days after such has happened, with the exception of wage claims.

ARTICLE 6

No Strike — No Lockout

A. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. The Employer agrees that it shall not request or demand that employees go through a legitimate picket line. The Union agrees that it will not refuse to cross a picket line unless such has been duly sanctioned by the Local Union and until the Employer has been officially notified by the Union.

C. Any employee who engages in an unauthorized strike, walkout, slowdown or work stoppage shall be subject to immediate discipline on the part of the Employer up to and including discharge.

ARTICLE 7

Other Agreements

The Employer agrees not to enter into any agreements or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

The Employer agrees not to enter into any other agreements with any other labor organization during the life of this agreement with respect to employees covered by this Agreement.

ARTICLE 8

"Other Work"

Employees shall perform any work which the manager of the store or supervisor may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay unless due to a decrease of work or demotion in accordance with the provisions of this Agreement, he has been regularly assigned to a lower rated job.

It is agreed that the Employer may designate certain persons as Managers in Training. Managers in Training shall within a period of six months be promoted to Store Managers or Assistant Store Managers or placed in one of the classifications within the bargaining unit as set forth herein.

ARTICLE 9

Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

No employee is to receive a reduction in wages as a result of the signing of this Agreement.

ARTICLE 10

Wages and Working Conditions

For the purposes of establishing eligibility for the full time benefits set forth in this contract, a full time person is one who is hired as such and who regularly works thirty (30) hours or more per week, for twelve consecutive weeks.

A. Pay for All Time

The hours of each employee shall be scheduled by the employer in conformity with the Agreement mentioned herein. Employees shall be paid for all time spent in the service of the Employer. Every week, each employee shall punch the time clock and record all hours worked on a time card.

B. Work Week

The basic work week for all full time employees shall be forty (40) hours to be worked in five (5) eight (8) hour days, not necessarily consecutive. The work week for Meat Department Heads and Meat Cutters shall be scheduled

from Monday through Saturday. Meat Department Heads shall reserve the option to be reinstated in the journeyman classification, with the exception of misconduct.

The Employer agrees that Meat Managers shall have a full day off each week, exclusive of holiday weeks. They shall be given the opportunity to schedule a full day off if possible. It is further agreed that the regular work week plus regularly scheduled overtime, if so scheduled, up to and including five (5) hours overtime, shall be worked in five (5) days.

Each full time employee shall be guaranteed work or pay for the number of hours in his (or her) basic work week, as set forth above, if he (or she) is available to work his (or her) schedule provided, only, that the Employer may reduce, in accordance with the provisions of this contract, the number of hours(and, accordingly, of pay) of the employee(s) with the least seniority.

The Employer shall, each week in each store, post a work schedule for

such store for the following week. Each employee, whether full or part time, shall be guaranteed work or pay for the number of hours so posted. This guarantee shall be inapplicable in the event of fire, flood, or acts of God.

C. Overtime

All work in excess of eight (8) hours in any one day, forty (40) hours in any one week and/or five (5) days in any one week shall be paid for at the rate of time and one-half the straight time hourly rate.

D. Wage Schedule

The schedule of wage payments shall be as follows:

Effective 4-2-67

	Start	6 mos.	12 mos.
Meat Clerks	\$2.25	\$2.37	\$2.59
Butcher*	2.90	3.03	3.25
Cutter	3.51	3.59	3.69
Meat Dept. Head	3.79	3.90	4.08

Effective 4-1-68

	Start	6 mos.	12 mos.
Meat Clerks	\$2.35	\$2.47	\$2.69
Butcher*	3.04	3.17	3.39
Cutter	3.65	3.73	3.83
Meat Dept. Head	3.93	4.04	4.22

Effective 3-31-69

	Start	6 mos.	12 mos.
Meat Clerks	\$2.47	\$2.59	\$2.81
Butcher*	3.24	3.37	3.59
Cutter	3.95	3.93	4.03
Meat Dept. Head	4.13	4.24	4.42

Meat Apprentice

Start	55% of current top journeyman rate
6 months	60% of current top journeyman rate
12 months	65% of current top journeyman rate
18 months	70% of current top journeyman rate
24 months	80% of current top journeyman rate
30 months	90% of current top journeyman rate
36 months	Journeyman rate

*No hires or promotions into this classification

Any part-time employee regularly assigned to the meat department for clean up purposes only shall be a member of the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F.L.-C.I.O., Local 539.

Rate of pay:

- 1st 6 mos. — \$1.60 per hour
- 2nd 6 mos. — 1.70 per hour
- 3rd 6 mos. — 1.80 per hour

Thereafter, progress to the beginning rate for meat clerk.

Meat Clerks required to work more than 50% of the work week as a scaler will receive a five cent (5c) per hour premium.

Employees working full-time in the cooler shall receive ten cents (10c) per hour premium.

Any meat department manager working more than 50% of the work week in the cooler shall receive a five cent (5c) per hour premium.

Effective April 2, 1967, all employees, except Meat Department Heads, Meat Cutters, Butchers and Meat Apprentices, shall be paid the rate set forth in the foregoing wage schedule or twelve cents (12c) per hour in addition to their existing wage rates, whichever shall be greater. Meat Department Heads, Meat Cutters, Butchers, shall receive the wage set forth in the foregoing wage schedule or twenty cents (20c) per hour in addition to their existing wage rates, whichever shall be greater.

An apprentice is an employee in training to become a journeyman meat cutter.

The employee agrees at the acceptance of an apprenticeship to remain with the employer for the duration of the apprenticeship; the employer agrees that all apprentices shall be scheduled for forty (40) hours per week for the duration of the apprenticeship program.

If an employee leaves the apprentice program before completion of the program, he shall not be recognized as a journeyman under the jurisdiction of this local union.

The employer and the union agree to recognize any apprentice who has successfully completed the apprentice training program, sponsored by the Detroit Board of Education and the Michigan Employment Security Commission. The apprentice shall receive six (6) months credit toward the program, and shall begin in the second step of the wage progression.

A quarterly report covering the number of apprentices employed in relation to the number of journeymen shall be furnished to the union.

The employer agrees to rotate all

apprentices in his markets so as to give them sufficient well rounded experience to qualify them as journeymen at the end of the three (3) year apprenticeship program.

Tests to judge the competency of an apprentice shall be conducted by a joint Labor-Management Apprentice Committee. Said tests shall be conducted jointly by one representative of industry, and one representative of the union. Their joint decision shall be final and binding upon all parties.

One apprentice shall be allowed to every three (3) journeymen per market. In markets employing less than three (3) journeymen, by mutual agreement between the Union and the Employer, one (1) apprentice may be employed.

An apprentice shall not replace, or displace a journeyman. And in no event shall an apprentice work longer than three (3) hours in any one day, or six (6) hours in any week without journeyman supervision, exclusive of the meal period.

Effective April 1, 1968, all employees

except Meat Department Heads, Meat Cutters, Butchers, and Meat Apprentices, shall be paid the rate set forth in the foregoing wage schedule or ten cents (10c) per hour in addition to their existing wage rates, whichever shall be greater. Meat Department Heads, Meat Cutters, and Butchers shall receive the wage set forth in the foregoing wage schedule or fourteen cents (14c) per hour in addition to their existing wage rates, whichever shall be greater.

Effective March 31, 1969, all employees except Meat Department Heads, Meat Cutters, Butchers, and Meat Apprentices, shall be paid the rate set forth in the foregoing wage schedule or twelve cents (12c) per hour in addition to their existing wage rates, whichever shall be greater. Meat Department Heads, Meat Cutters, and Butchers shall receive the wage set forth in the foregoing wage schedule or twenty cents (20c) per hour in addition to their existing wage rates, whichever shall be greater.

Rates of pay and pay schedules as set forth in the wage schedule above

shall remain in effect for the life of this Agreement and shall constitute the basis of determination of wages for time worked.

The Employer shall post all hours paid for on pay check stubs.

Employees relieving a Meat Department Head for one week or more shall receive twelve dollars (\$12.00) per week in addition to their regular weekly wage.

Employees promoted to department heads shall receive the next highest rate in the new classification after not more than thirty (30) days training period.

E. Split Shifts

There shall be no split shift schedule for any employee.

F. Holiday Pay

The following shall be considered as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated in lieu there-

of. Employees shall work the scheduled day before and the scheduled day after each holiday, Sundays excepted, to receive holiday pay. Pay for the holidays shall be eight (8) hours at the straight hourly rate. Employees who are absent during a holiday week shall be paid only for hours actually worked unless absence is caused by a proven illness. Overtime pay at time and one-half will be paid during a holiday week after thirty-two (32) hours. Full-time employees shall be eligible for holiday pay after thirty (30) days of employment.

Effective April 2, 1967, employees are eligible for a seventh paid holiday — the employee's birthday. It is the obligation of the employee to notify the meat manager two weeks in advance of the date of their birthday. This holiday may be taken on the employee's birthday or a mutually agreed upon date within the next week. Hours paid for this holiday are to be considered as time worked for the purpose of computing overtime pay. Double time will not be paid if the employees work on their birthdate.

Part-time employees who have been employed for twelve consecutive weeks, prior to a holiday, and who have worked the scheduled day before and the scheduled day after the holiday, excepting Sunday, shall receive holiday pay, consisting of four (4) hours pay at the straight time hourly rate.

If Veteran's Day (November 11th) is declared in the future as a National Holiday, the Employer agrees to designate this day as a paid holiday.

G. Work on Sundays and Holidays

Any work performed on Sunday, or the above holidays, shall be paid at double the regular hourly rate. An employee shall not receive holiday pay for any holiday that occurs during a leave of absence.

The Employer agrees to close all stores at 6:00 p.m. on the eve of Thanksgiving, Christmas and New Year days.

In the event Sunday or Holiday operations are scheduled for a store, the employees in that store, including both

full-time and part-time employees, shall have the first right to Sunday work available to their classification and within that store. Sunday work shall be rotated among qualified employees in the classifications required within the store.

Insofar as possible, the wishes of employees who do not want to work on Sundays or Holidays shall be respected, however, if it is essential for the operation of any market outside the Metropolitan Detroit Area, any qualified employee may be required to work on any given Sunday or Holiday.

Employers agree that, in the event any **major** changes in Sunday operations are contemplated, they will negotiate with the local union prior to making said changes.

Employees shall be guaranteed time off during the hours from 12:00 to 3:00 on Good Friday for the purpose of attending church services. There shall be no reduction in wages for such time off.

H. Lunch Period

All employees shall be guaranteed thirty (30) minutes to one (1) hour for lunch to be scheduled as near as possible to the middle of the work day. Employees shall not be scheduled for more than one lunch period within an eight (8) hour shift. In the event an employee is required to work overtime in excess of one and one-half (1½) hours, he may receive a second lunch period not to exceed thirty (30) minutes.

I. Uniforms and Tools

Any uniforms or tools deemed necessary shall be furnished by the Company and shall be laundered at the Company's expense.

First Aid Kits are to be maintained in all meat departments. The employee in charge of the department is to be responsible for the contents.

The employer agrees to provide insulated vests in cooler operations and one (1) rubber apron per store.

J. Call-In Pay

All employees, except those working

before and after school hours on week days, who are instructed to report for work shall be guaranteed at least four (4) hours pay. Should a full-time employee be called into work on his or her scheduled day off, such employee shall receive time and one-half for that day and shall not work less than four (4) hours. Said employee shall be permitted to work the balance of the week as scheduled.

K. Rest Periods

All employees shall be allowed a fifteen (15) minute rest period in each half shift on company time. These rest periods should come as near as possible in the middle of each shift, but may be staggered. These rest periods are in place of, not in addition to, rest periods as permitted in the past.

L. Dismissal Notice or Pay

All full-time employees who have been employed by the Company for a period of six (6) months or more shall be given one week's notice, or one week's pay in lieu thereof, if perman-

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ently dismissed from employment due to lack of work. Dismissal notice or dismissal wages shall not apply to any employee who is discharged for a just and proper cause. In no case shall any employee receive dismissal notice or dismissal wages more than once in any twelve (12) month period.

M. Vacations

All full-time employees so employed for one (1) year are entitled to one (1) week's vacation with pay.

All full-time employees so employed for three (3) years are entitled to two (2) week's vacation with pay.

All full-time employees so employed for ten (10) years are entitled to three (3) week's vacation with pay.

All full-time employees so employed for eighteen (18) years are entitled to four (4) week's vacation with pay.

Vacation pay shall be computed by multiplying the number of hours in the guaranteed work week by the then prevailing straight time hourly rate at time of vacation.

Part-time employees having one year or more of continuous service will be eligible for vacations with pro-rata pay based on average hours during the preceding calendar year. Part-time employees with three or more years of service will be eligible for two weeks pro-rata vacation pay.

Part-time employees having worked 10 years will be eligible for a third week of pro-rated vacation. Part-time employees with eighteen (18) years of service will receive a fourth week of paid vacation.

Vacation Eligibility — Effective the signing of the contract, time off work up to 90 calendar days will not affect vacation time or pay. Time off from 90 to 180 days reduces vacation pay by one-quarter. Time off work from 180 to 270 days will reduce vacation pay by one-half. Time off in excess of 270 days makes employee ineligible for any vacation. This applies to both full and part-time employees.

Employees working four months or more beyond their vacation anniversary

date who are terminated for any reason, except just and proper cause, shall be paid prorated vacation pay from their last anniversary date.

Vacations and vacation pay shall be due and payable after anniversary date of employment during the prescribed vacation period, which shall be deemed to be May 1st to October 1st, inclusive. Specific vacation periods within the aforesaid prescribed vacation period, shall be determined insofar as the Employer's personnel needs will permit, in accordance with employee preferences, with seniority to govern in the event of conflict between employee preferences. Employees working thirty (30) to forty (40) hours per week shall receive pro-rata vacation with pay.

Vacations outside the regular vacation period may be granted by the Employer upon request of the employee.

If a holiday falls during an employee's vacation, he or she will receive an additional day's vacation or an additional day's pay.

N. Sick Leave Pay

All full-time employees shall be entitled to six (6) days per year sick leave. Pay for such sick leave shall be based on an eight (8) hour day and according to wage classification. An employee with less than one year's seniority shall be entitled to one day's sick leave for each two months service. The Employer may ask for the suitable proof of an employee's illness, however, a doctor's certificate is not necessary. Sick pay will be paid from December 1st to December 1st.

Employees injured on the job and unable to complete the day's work shall be paid for all hours scheduled for that day provided a doctor certifies their inability to work.

O. Insurance

1. Effective the first of the month following the signing of this agreement, the Employer shall contribute to Meat Cutters Local 539 Health and Welfare Fund, \$3.00 per month for all full-time employees in the employ of the Company for six (6) months, for the purpose

of providing life insurance to employees covered by this Agreement. It is further agreed that Employers shall contribute up to two (2) months payment to the Health and Welfare Fund in cases wherein employee is off work on a bonafide leave of absence granted by the employer.

2. The mutually agreed upon hospitalization program shall be continued, the cost being shared by the employer and employees. The detailed hospitalization program will be printed in booklet form and will be available to the employees covered by this Agreement.

P. Jury Duty

If any full-time employee is required to serve on a jury, he shall be paid the difference between his pay for such jury service and his guaranteed rate of pay hereunder, for a period not to exceed thirty (30) days; provided that any such employee, if excused from jury service for one (1) full day or more shall be obligated to report for regular work on the first available day so excused and for subsequent full days so excused.

Q. Death in Family

A maximum of three (3) days leave of absence with pay shall be granted in the event of a death in the immediate family of any full-time employee, but in no case will he receive more than the basic weekly pay. By immediate family is meant parent, brother, sister, wife, husband, child, mother-in-law, father-in-law, or any other relative residing with an employee, or any relative with whom the employee is residing.

R. Night Work

No full-time employee shall be scheduled to work more than two nights per week unless such scheduling would conflict with efficient management. Whenever possible Saturday night work for full-time employees shall be rotated provided this does not interfere with the efficient operation of the business. The Union has the right to review work schedules. Where they feel this provision has been abused, they shall have the right to consult with the Employer. There will be no reduction in an em-

ployee's job classification without prior consultation with the Union.

Employees assigned to a night shift are to receive a shift differential of 15c per hour. Night shift employees are to be scheduled to start no later than 1:00 a.m. and are to be given one-half ($\frac{1}{2}$) hour lunch periods. Once the night shift starting time has been established for an employee in a given week, it is to remain the same for the balance of the week.

S. Supervisory Employees

Store Managers, Co-Managers, or anyone in a supervisory capacity shall not be scheduled to perform any meat department duties.

T. Travel Time

Employees required to travel between stores, after reporting for work shall be paid their hourly rate of pay for all such traveling time, and such time shall be considered as part of the scheduled work day.

ARTICLE 11

Seniority

A. In lay-offs, rehiring and choice of vacations, 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. In the matter of promotions or transfers from one type of work to another or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Where the Union feels that transfers are unfair, they shall have the right to raise a grievance. The employer agrees to give at least three days notice to an employee that is to be transferred permanently. If the employee feels that the transfer is discriminatory or creates a hardship, he shall have the right to request a review, subject to Article 5 of this Agreement.

Emergency transfers are permitted.

These transfers, however, shall be only of a two (2) week duration, except for a prolonged illness which might necessitate a longer period of time, or new store openings. The employee shall have the right to question said transfer under Article 5 of this Agreement.

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41-42
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B. When a full-time employee, having one or more years of service is involuntarily reduced to a part-time basis, he shall be designated as a full-time employee for a period of six (6) months for benefit purposes, at which time his full-time seniority shall be frozen. He shall then accumulate part-time seniority and shall pick up his full-time seniority when returned to full-time status.

With respect to the reduction or restoration of forces, (layoff or recall), employer-wide seniority shall govern where practicable, in the reasonable opinion of the Company, having due regard for place of employment and place of residence of employees, following earlier successive application of store-wide and district-wide seniority. Otherwise, on reduction or restoration

of forces, district-wide seniority shall govern following applications of store-wide seniority. District-wide seniority shall govern in all instances other than the reduction or restoration of forces. District-wide seniority shall be seniority acquired with reference to the store districts of the Company.

C. Seniority shall be considered broken if an employee is duly discharged by the Employer, or he voluntarily quits, if he has been laid off continuously for a period of more than one (1) year, or if he is called back to work after a lay-off, after a reasonable notification by the Company and does not report for work within one (1) week.

D. Union stewards shall have top seniority with respect to layoffs in their stores, provided they are qualified to do the job to which such top seniority shall otherwise entitle them.

E. Part-time employees shall be given preference in full-time employment over applicants with no previous service with the Company. Part-time employees shall not accumulate seniority over regular full-time employees. Part-time

employees shall accumulate part-time seniority. All part-time employees shall be used for part-time, supplementary or fill in purposes only, and shall not, alone or with other part-time employees, be used in substitution for or to displace full-time employees for any part of the basic eight hour day or basic forty hour week.

F. Employees with one (1) year of service may be granted a leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority, and shall be granted a leave of absence, not exceeding one (1) year, for his or her certified illness, without loss of seniority. Leaves of Absence in excess of the foregoing periods may be granted by the Employer, but retention of seniority in such event shall require agreement by the Union and the Employer.

G. All full-time female personnel who have been employed for at least twelve (12) months prior to pregnancy are eligible for a maternity leave of absence. The employee must request a leave of absence from the Meat Mana-

ger or District Personnel Supervisor. A written doctor's certificate certifying the pregnancy and the approximate date of delivery must accompany the request for the leave of absence. The option to terminate the employee during the time of pregnancy rests with the company. The employee must return to work within ninety (90) days following the birth of the child. This must be verified by a written doctor's certificate. Upon return from an authorized maternity leave of absence, the employee will retain her original seniority, however, seniority will not accumulate during the time of the leave of absence.

H. In hiring an experienced employee, having no previous record with the company, such employee shall be placed on a probationary period for thirty (30) days. Upon completion of the probationary period such employee shall be classified according to ability and given top rate of that classification. When hiring employees with previous experience with the company who have been absent from the trade no more than one year, such employees shall receive no less than the equivalent rate

received at the time of termination with exception of former Department Heads who shall receive the top rate of a Journeyman Meat Cutter.

ARTICLE 12

Pension Plan

A. Pension Contributions — Employers agree to increase the pension fund contribution to \$26 per month for all eligible full-time employees effective the first of the month following the signing of the new contract.

B. The agreement to participate in this Plan will be contingent on the Plan being approved by the Treasury Department as well as other governmental agencies having jurisdiction thereof.

C. Contributions will be made after the employee has completed thirty (30) days of service on the employer's active payroll. No contributions will be made by the employer for employees off work for any reason, with the exception of vacation and legal holidays as specified under this Agreement.

ARTICLE 13

Military Service

Any Employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Service Training Act of 1940, as amended.

ARTICLE 14

Union Cooperation

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices; in improving the cleanliness and good housekeeping of the stores; and in caring for equipment and machinery.

C. The Union agrees to cooperate in

correcting inefficiencies of members which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interests of conservation and waste elimination.

ARTICLE 15

Change of Ownership

In the event of a change of ownership, the employer shall pay off all obligations regarding accumulated wages, pro-rata of earned vacations and shall give employees one week's notice, in writing, or one week's pay, in lieu thereof.

ARTICLE 16

Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement of any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE 17

In the event the Employer cuts, prepares, packages, or Cry-O-Vacs smoked, fresh meats, poultry or fish, at a central point, such work will be done by members of Meat Cutters Local 539, covered by this Agreement.

ARTICLE 18

Expiration

This Agreement shall become effective this 2nd day of April, 1967, and shall continue in full force and effect up to and including August 2, 1970, and thereafter from year to year unless either party serves notice in writing upon the other party at least sixty (60) days prior to August 2, 1970, that such party desires to cancel or terminate such agreement. It is agreed, however, that where no such cancellation or termination notice is served and the parties decide to continue said agreement, but desire also to negotiate any changes or revisions in this contract, each party may

serve upon the other a notice, at least sixty (60) days prior to August 2, 1970, advising that such party desires that they revise or change designated provisions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for such revisions if the parties fail to agree thereon.

FOR THE EMPLOYER:

FOR THE UNION:

ANTHONY J. SZYMANSKI
President, Local 539

JOB DESCRIPTIONS

MEAT DEPARTMENT HEAD

The Head Journeyman shall be a qualified journeyman meat cutter who shall be responsible for the efficient operation of the meat department.

JOURNEYMAN MEAT CUTTER

A journeyman is a skilled meat cutter who has either served his apprenticeship in accordance with the period of time as set forth in this contract or who has qualified as a skilled meat cutter. His duties shall consist of receiving, handling, cutting, processing of meat, poultry, sausage, or fish, fresh, frozen, chilled or smoked.

WRAPPER OR CLERK

A wrapper or clerk is a person employed in a service or self service market engaged in wrapping, weighing, scaling, selling, displaying, and pricing meat, poultry, and fish.

APPRENTICE

An Apprentice is a person learning all the details and developing manual skills for performing, after a stated period of training, the duties of a journeyman meat cutter.

BUTCHER

It is mutually agreed between the parties hereto, that employees in the Butcher classification be reviewed every six (6) months for the purpose of determining their capabilities for promotion into the journeyman classification.

FOR THE EMPLOYER:

FOR THE UNION:

ANTHONY J. SZYMANSKI
President, Local 539

LETTER OF UNDERSTANDING

....., 1967

Amalgamated Meat Cutters and Butcher
Workmen of N.A.

Local No. 539, A.F.L.-C.I.O.

Francis Palms Building

2111 Woodward Avenue, Room 408

Detroit, Michigan 48201

Gentlemen:

This is to confirm our understanding in supplement to the existing collective bargaining agreement dated April 2, 1967.

The following has been agreed to by both parties:

1. The Meat Apprentice Classification, under the collective bargaining agreement dated 3/28/64, replaces the Butcher Classification. The Employer agrees that no employee shall be hired for or promoted to the Butcher Classification. It is further agreed by both parties that those employees currently

classified as Butchers shall remain so classified unless promoted to the Meat Cutter classification or terminated from the Company.

2. Employers agree to continue to pay their share of group insurance premium for employees off work due to compensable injury for three months. Employers will pay their share of insurance premiums for employees off due to non-occupational sickness or injury for one month. No contributions will be made for employees off due to maternity or personal leave of absence.

The Employer agrees to make the following improvements in the existing group insurance plan:

a. Improve weekly Sickness and Accident Disability benefits from the present \$75 per week to \$100 per week for Meat Department Heads, Butchers and Meat Cutters up to 26 weeks. For all other classifications increase to \$60 per week up to 26 weeks.

b. Provide insurance for all classifications to provide for payment of the **difference** between their respective

weekly Sickness and Accident benefit and the weekly amount specified under the Workmen's Compensation Act up to a maximum of 26 weeks.

c. Add Major Medical coverage up to \$10,000 (80% - 20% co-insurance).

d. Extend group insurance coverage to employees changing employers who are members of the Independent Super Market Association within 30 days. Probationary period on all others to be 90 days.

e. Effective the month following the signing of this Agreement, reduce employee's contribution to \$9.32 per month for family coverage and to \$3.85 per month for single coverage.

f. Effective April 1, 1968, reduce employee's contribution to \$5 per month for family coverage and to \$1.25 per month for single coverage.

Cost of improvements and any rate increases in the group insurance premiums during the life of this contract will be borne by the Employer.

FOR THE EMPLOYER:

FOR THE UNION:

ANTHONY J. SZYMANSKI
President, Local 539

R E M E M B E R

- 1. Attend your union meetings regularly.**
- 2. Cooperate with your union officers.**
- 3. Be courteous and friendly with your fellow members.**
- 4. Purchase only union made goods.**
- 5. IF YOU LEAVE THE MEAT INDUSTRY BE SURE TO APPLY FOR A RETIRING CARD, by sending \$1.00 to your local union office along with a request for same.**
- 6. It is your obligation to write to your local office for your withdrawal card.**

MEAT CUTTERS UNION
LOCAL NO. 539

2111 WOODWARD AVENUE

Francis Palms Bldg. — Room 409

DETROIT, MICHIGAN

WO. 1-4215

6178-0016023F002 - 02

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

October 31, 1969

IX-8/70

DEC 15 1969 -210.

Amalgamated Meat Cutters and Butcher
Workmen of North America
c/o Mr. Samuel C. Leone
211 Woodward Avenue Room 408
Detroit, Michigan 48201

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the United Supermarket Association of Michigan, located in Detroit, Michigan and the Amalgamated Meat Cutters and Butcher Workmen of North America local #539. The agreement we have on file expired in April 1967.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) 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. We would also appreciate your sending us copies of your Health Insurance and Pension Plans.

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,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

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 1200
2. Number and location of establishments covered by agreement 30
3. Product, service, or type of business Super Markets
4. If previous agreement has been extended without change, indicate new expiration date _____

<u>ANTHONY J. SZYMANSKI</u>	<u>PRESIDENT</u>
Room 408 (Your name)	(Position)
<u>Francis-Palms Bldg., 2111 Woodward Ave., Detroit, Mich. 48201</u>	<u>Detroit, Mich. 48201</u>
(Street) BUSINESS ADDRESS	(City and State)

Identification of employer or employer group	Name of union	Number of employees normally covered by agreement
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
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Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____
Employer: _____ _____	_____	_____
Product: _____ _____	_____	_____

Please use additional sheet if necessary.