

DEC 29 1966

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# CONTRACT

BETWEEN

\_\_\_\_\_  
(EMPLOYER)

OF THE

CITY OF \_\_\_\_\_

STATE OF TEXAS

AND THE

**AMALGAMATED MEAT CUTTERS  
AND BUTCHER WORKMEN  
OF NORTH AMERICA  
LOCAL UNION No. 408**



EFFECTIVE: NOVEMBER 1, 1963

MEAT CUTTERS LOCAL 408  
918 CONGRESS AVE.  
HOUSTON, TEXAS 77002

CONTRACT  
BETWEEN

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(Employer)

OF THE

CITY OF \_\_\_\_\_,

STATE OF TEXAS

AND THE

AMALGAMATED MEAT CUTTERS AND  
BUTCHER WORKMEN OF  
NORTH AMERICA  
LOCAL UNION No. 408

ARTICLE I

Recognition and Jurisdiction

A. The Employer recognizes Meat Cutters Local No. 408 as the exclusive and collective bargaining agent, and this Contract shall cover, and the Union which is a party hereto shall have jurisdiction over all classifications of employees in the meat department.

B. For the purpose of this Contract, the meat department is defined as the area occupied by the refrigerated meat storage rooms, the meat preparation room, and the refrigerated service

and/or self service meat display cases where fresh, smoked, cooked, and frozen meats, poultry, fish and seafoods are offered for retail sale.

## ARTICLE II

### Non-Discrimination - Check-Off

A. There shall be no discrimination against any employee, whether by the Employer or the Union, because of their membership or non-membership in the Union.

B. The Employer shall, during the term of this Contract, deduct initiation fees and regular monthly 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 Local Union No. 408.

C. It is agreed that the Company will not attempt in any manner to prevent or discourage any employee from joining the Union or engaging in any activity on behalf of the Union. The Company agrees to tell new employees that they are operating under a Union contract.

## ARTICLE III

### No Strike — No Lockout

A. The Union agrees not to cause, ratify or sanction any strike, slowdown, or stoppage of

work and the Employer agrees that there shall be no lockout of any employees during the term of this Contract.

B. The Employer agrees that nothing in this Contract shall require any employee to report for work or to perform any work when to do so may endanger his health or safety.

## ARTICLE IV

### Head Meat Cutter

Each shop shall have one man designated as Head Meat Cutter and he shall be a Journeyman Meat Cutter.

## ARTICLE V

### Wages

A. The scale of wages and job classifications in Appendix A is attached hereto and made a part of this Contract.

B. Extra help called at the beginning of a shift, if qualified, shall receive eight (8) hours' pay. Extra journeymen, apprentice meat cutters, weighers and wrappers shall receive 10c per hour above the rate of pay for their classification.

C. Any employee now receiving weekly or hourly rates above the minimum wages speci-

fied herein shall not be reduced by the present Employer.

D. Employer agrees to continue the past practice of giving credit for previous proven comparable experience in the retail food industry to any full time employee. Such experience, in order to be considered, must be within two (2) years and immediately prior to date of hire, excluding Military Service, and must be formally specified on application for employment. Proof of previous comparable experience must be furnished by the employee or determined by the Employer within thirty (30) days after hire, in order to have such experience considered. Any rate increase will be placed into effect when the experience has been verified and will become effective as of the date of verification.

E. Newly employed male employees shall be classified by the Union as to their qualification for journeymen and apprentices.

## ARTICLE VI

### Hours of Work

A. Forty hours of work, to be worked in five (5) days shall constitute a full work week. Employees shall be granted two (2) fifteen (15) minute rest periods each day; one rest period to be taken during the shift worked prior to lunch, and one rest period to be taken during the shift

worked after the lunch period. These rest periods are to be considered as time worked. Lunch periods shall not exceed one (1) hour.

B. All hours worked in excess of forty (40) hours in any work week shall be overtime. Minimum rate of pay shall be time and one-half ( $1\frac{1}{2}$ ) the employee's basic rate of pay.

C. Any time worked in excess of eight (8) hours in any one day except on any three (3) days per week in excess of nine (9) hours per day shall be considered overtime and the minimum rate of pay shall be time and one-half ( $1\frac{1}{2}$ ) the employee's basic regular rate of pay.

D. All work performed after the 5th full day worked during any work week shall be overtime and the employee's minimum rate shall be time and one-half ( $1\frac{1}{2}$ ) the regular basic rate of pay.

E. All hours worked in excess of thirty-two (32) hours in a work week during a holiday week shall be considered overtime and the employee's minimum rate shall be time and one-half ( $1\frac{1}{2}$ ) the regular basic rate of pay.

F. Hours of work at the above wage rate shall be between 6:30 a.m. and 6:30 p.m., Monday through Friday, and 7:30 p.m. for Saturday and days preceding holidays. Hours worked before 6:30 a.m. and after 6:30 p.m. except as above

stated shall be twenty-five cents per hour above the regular rate of pay. Work performed on Sundays and holidays shall not be included in determining the work week and shall be not less than time and one-half ( $1\frac{1}{2}$ ) the regular rate of pay.

G. There shall be no split shift schedules for employees.

H. In no case will overtime or premium pay be pyramided.

I. The hours for each employee shall be scheduled by the Employer. A work schedule for full-time employees, for the succeeding week, shall be posted in each market not later than 4:00 p.m. on Friday of the current work week.

J. Time spent by an employee traveling during the work day between two stores of the Employer, at the request of the Employer, shall be considered time worked.

## ARTICLE VII

### Apprentices

A. Apprentice meat cutters shall be eighteen years of age or over and shall serve three (3) years of actual employment to become journeymen meat cutters. One apprentice shall be allowed to each shop employing one or more journeymen meat cutters therein and an addi-

tional apprentice to shops employing four or more journeymen therein.

B. For the purpose of affording apprentices the opportunity to learn all phases and skills of a journeyman meat cutter, the Employer shall be responsible for assigning apprentices to all various jobs in the meat department to insure he will be a qualified journeyman at the end of his apprenticeship training period, which shall not exceed three (3) years. An apprentice shall not be assigned the operation or duties of the self-service meat wrapper for more than 25% of his total scheduled work hours.

## ARTICLE VIII

### Weighers and Wrappers

Employees engaged in weighing, wrapping, pricing and displaying shall be eighteen (18) years of age or over and shall not be permitted to cut any red meat, poultry or fish.

## ARTICLE IX

### Owner - Member

When no journeymen are employed, the proprietor or one of the partnership may become a member of the Union and as such shall be entitled to display the "Union Market Card;" provided that such proprietor signs this Contract when and if employees are hired.



## ARTICLE X

### Vacations

A. All full time employees covered by this Contract who have been employed for an anniversary year shall receive one full week's vacation with pay, and shall receive two (2) weeks' vacation with pay after having worked three years. All full time employees covered by this Contract who have been employed ten (10) years shall receive three (3) weeks' vacation with pay. Same to run in not less than six consecutive working days.

B. Vacation time to be computed from date of employment or anniversary date thereof. It is understood and agreed that vacations will be taken at a time convenient to both the employee and the Employer. It is agreed that the employee's vacation will be paid at his/her current weekly rate of pay. It is agreed that the Employer will consult with, and give due regard to the recommendations of, the Head Meat Cutter in the shop and a Union Representative to determine whether or not a replacement or replacements are necessary when vacations are being taken; provided, however, that after the Employer has fully considered the recommendations of the Head Meat Cutter and the Union Representative, and if there is a disagreement between the Employer and the Head Meat Cut-

ter and a Union Representative regarding the matter, the Employer's decision on whether or not a replacement or replacements are needed shall be conclusive.

C. After one year's service, if a full-time employee is terminated for any reason whatsoever, with exception of dishonesty, or is reduced to part-time status in lieu of lay-off, there shall be paid to said employee salary covering the period of pro-rated vacation to which he/she is entitled upon termination or reduction to part-time status.

D. When a holiday included in this Contract occurs during the calendar week of an employee's vacation, the employee will be entitled to an extra day of vacation, or an extra day of pay in lieu thereof if mutually agreed upon prior to the vacation period, provided that the employee may have a Union Representative present during any discussion with the Employer regarding this matter.

E. Should ownership change during the term of this Contract, the present Employer agrees to pay employees for that portion of vacation earned up to date change is made.

F. Choice of vacation dates will be granted on the basis of seniority in the market.

G. Employees shall be paid their vacation pay prior to their vacation period.

H. Employees entitled to vacations will not be given pay in lieu thereof unless mutually agreed to by the Employer, the employee and the Union.

I. After one year of employment any leave of absence totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth ( $\frac{1}{4}$ ); leaves totaling more than 180 days, but not over 270 days shall reduce vacation and vacation pay by one-half ( $\frac{1}{2}$ ); leaves totaling more than 270 days shall disqualify the employee for vacation for that year.

## ARTICLE XI

### Holidays

A full holiday shall be given to all full-time employees covered by this Contract on the following days without reduction in pay: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Until a sixth legal holiday is observed by the retail grocery industry, one (1) additional day shall be granted to employees eligible for vacation in lieu of such sixth holiday subject to the conditions regarding

holidays set forth in this Article, on a date convenient to both the Employer and the employee. Holidays falling on Sunday shall be celebrated the following Monday. An employee will not receive holiday pay if he is absent without excuse his last scheduled shift prior to the holiday or his first scheduled shift after the holiday or on the holiday if so scheduled. An employee will not lose his holiday pay if absence is caused by proven illness, or if his absence has been mutually agreed to, provided he has worked any part of the holiday week. To qualify for the holiday pay the employee shall have been scheduled to work during the holiday week. Thirty-two (32) hours of actual work to be worked in four (4) days shall constitute a full work week where these days fall. When an employee covered by this Contract is required to work five (5) full days in a holiday week, he/she shall be paid for a full week for the first four (4) full days and time and one-half ( $1\frac{1}{2}$ ) for the fifth day.

## ARTICLE XII

### Leaves of Absence

A. In case of death of a member of the immediate family of any regular full-time employee, such employee shall be entitled to an excused absence for such time as the Employer deems reasonably necessary in connection therewith.

Any of the first three (3) days excused absence from his regularly scheduled work shall be paid at the employee's regular basic rate, but such hours and pay shall not be considered as hours worked for overtime purposes. No extra pay allowance shall be paid for multiple or simultaneous deaths occurring within any three (3) day period. No pay allowance shall be granted in any case where, because of distance, or other cause, the employee does not attend the funeral of the deceased.

By immediate family is meant to include spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandmother and grandfather.

B. The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any other capacity on other official Union business, provided the Employer is given at least one (1) week's notice in writing from the Union, specifying the length of time off, but in no case shall the length of time exceed one (1) year.

Service for the purpose of determining wage increases under the wage progression scales set forth in Appendix A shall be retained for the period prior to the time such leave of absence

begins, but shall not accrue during such leave of absence which is in excess of thirty (30) days. However, on the employee's return to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall begin to accrue.

C. A pregnancy leave of absence will be granted to an employee who has had at least one (1) year of continuous service. The leave must be taken not later than the end of the fifth month of pregnancy, however, the employee shall notify the Employer of the need of a pregnancy leave not later than the end of the third month of pregnancy. Such leave shall expire three (3) months after the birth or miscarriage, unless the Employer received a written request from the employee's doctor for an extension, which shall not be for more than an additional three (3) months.

Seniority service for vacation purposes and progression rate shall be protected and guaranteed to the date of the beginning of the pregnancy leave, but shall not accrue during the period of such pregnancy leave. However, upon date of employee returning to work, her seniority and service rights for vacation and progression rate purposes, as herein stated, shall again begin to accrue.

No employee shall be allowed more than two (2) pregnancy leaves of absence.

To qualify for the second pregnancy leave, the employee must have completed at least twelve (12) continuous months' service on the job since returning to work from her first pregnancy leave.

D. Any employee desiring a leave of absence must secure written permission from the Employer, except as otherwise provided within this Contract. The length of absence shall be agreed upon by the Employer and the employee. Failure to report back to work at the end of such leave shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union. Service for the purpose of determining wage increases under the wage progression scales set forth in Appendix A shall be retained for the period prior to the time such leave of absence begins, but shall not accrue during such leave of absence which is in excess of thirty (30) days. However, on the employee's return to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall begin to accrue.

E. Any employee in Military Service under the provisions of the Federal and/or State Law, shall be returned to his job in accordance with those Laws and retain his seniority in accordance with those Laws.

F. When an employee is required to serve on the Jury, he shall receive the difference between his regular straight time rate and the amount received for Jury Duty; provided that the employee notified the Employer within twenty-four (24) hours of receipt of the Jury summons. When an employee is excused from Jury service, temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day.

G. Leaves of absence because of sickness or injury not to exceed ninety (90) days will be granted to full-time employees who have been employed at least thirty-one (31) days upon written request to the Employer supported by medical evidence. Extensions will be given up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence, prior to each expiration.

In exceptional cases additional leaves may be considered by the Employer based on the nature of the disability, length of the employee's serv-



ice, and probability of being able to again perform the job. Service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall be retained for the period prior to the time such leave of absence begins, but shall not accrue during such leave of absence. However, on the date the employee returns to work from such leave of absence, service for the purpose of determining wage increases under the wage progression scale set forth in Appendix A shall again begin to accrue.

## ARTICLE XIII

### Seniority

A. Seniority by job classification (as described in Article XIII D herein) shall be followed by the Employer in each seniority area separately, such seniority areas to be mutually agreed upon between the Employer and the Union, for full-time employees and only in cases of lay-offs and recalls after lay-offs, if skill is comparable and the senior employee has the ability to perform the work. This Contract will have a side letter attached describing each seniority area.

B. In the event of a reduction in force of full-time employees in a market, the least senior employee in the job classification in the market affected by such lay-off may replace the least

senior employee in that classification in the seniority area.

C. In the event of a recall of full-time employees after lay-off, such full-time employees on lay-off status shall be called back to work in the order of their seniority in the job classification in the seniority area.

D. The Employer shall post semi-annually separate seniority lists by job classification for all full-time employees in each seniority area for the following classifications:

- (1) Head Meat Cutters
- (2) Journeymen Meat Cutters
- (3) Apprentice Meat Cutters
- (4) Weighers and Wrappers

E. The Employer shall furnish to the Union a duplicate copy of all such seniority lists in each seniority area.

F. The original posted seniority list shall establish the seniority of an employee who does not in writing protest his seniority within thirty (30) days after such employee has had the opportunity to observe such original seniority list.

G. Seniority shall be based upon length of continuous service with the Employer in the particular job classification in the seniority area, except as otherwise provided herein.

H. When an apprentice is promoted to the journeyman classification, his seniority in the journeyman classification shall date from the beginning of his full-time employment with the Employer as an apprentice.

I. Seniority begins to accrue after an employee completes thirty (30) days of employment in the job classification with the Employer provided, however, that seniority in the area in which the employee is employed on the thirtieth day shall date from the date of such employment in the job classification with the Employer if the employee is retained in the service of the Employer beyond such probationary period.

J. The Employer shall have the right to release any employee for any cause whatsoever without recourse, provided such employee is released within thirty (30) days from the date of the employee's employment.

K. An employee's seniority shall terminate upon the occurrence of any of the following events:

- (1) Employee quits.
- (2) Employee is discharged for just cause.
- (3) Employee fails to return to work within seventy-two (72) hours after being recalled by the Employer by Registered Mail at his last known address.

(4) Employee has not been on the active payroll of the Employer for a period of six (6) consecutive months.

L. A full-time employee who is reduced to part-time because of a reduction in work hours by the Employer shall retain his seniority for one (1) year after being reduced to part-time.

M. A full-time employee who is reduced to part-time with the approval of the Employer at the employee's written request shall lose his seniority. However, he shall have preference over a new employee for a full-time job in his classification in his store only.

N. When a journeyman is promoted to head meat cutter, he shall retain seniority in the journeyman classification for six (6) months only.

O. In case of store closing, the head meat cutter in such store shall retain seniority in the journeyman classification. Service in the head meat cutter classification immediately prior to his most recent appointment as a head meat cutter shall be credited to his journeyman classification seniority. In case the Employer sees fit to place the head meat cutter of a closed store in another store as head meat cutter, the displaced head meat cutter shall retain seniority as a journeyman, including his service in his most recent appointment as a head meat cutter.

P. When two (2) or more employees are hired into the same job classification on the same date in the same seniority area, the Employer shall at such time as it becomes material advise the Union of their seniority status.

Q. When a full-time employee is transferred into another seniority area at his request, such employee shall be placed at the bottom of the seniority list of the job classification in the seniority area to which such employee has been transferred. When a full-time employee is transferred into another seniority area at the Employer's request, such employee's seniority in the seniority area into which such employee has been transferred shall include his seniority prior to such transfer.

R. A head meat cutter who has no prior seniority in the journeyman classification and who is demoted to journeyman for any reason whatsoever, shall have his continuous service credits transferred to the journeyman seniority group.

## ARTICLE XIV

### Working Conditions

A. Union Shop Cards may be displayed in markets which employ members of the Union, except where provisions of Article IX of this Contract are being complied with. The Local Union Secretary-Treasurer or his authorized

agent has the full power to remove said card upon violation of any part of this Contract. Cards will be displayed in a conspicuous place.

B. The Business Agent of this Union shall be admitted at all reasonable times to the working room or rooms and interview the employees, covered by this Contract, while on duty.

C. As the meat cutters and butcher workmen engaged under this Contract may be members of the A.M.C. & B.W. of N.A., nothing in this Contract shall be construed as to interfere with any obligation which they may owe the A.M.C. & B.W. of N.A. as members thereof.

D. In the interest of all parties concerned it is agreed that all sales of prepackaged fresh frozen poultry and seafoods will be credited to the meat department.

E. The Union agrees to cooperate in correcting inefficiency of employees which might otherwise necessitate discharge.

F. The Employer agrees not to enter into any agreement or understanding with any employee covered by this Contract, individually or collectively, which in any way conflicts with the terms of this Contract.

G. The Employer shall furnish all necessary tools of the trade, laundry and/or uniforms

when required, provided, however, the Employer may furnish to the female employees dacron uniforms or similar type uniforms. The employees who are furnished such uniforms shall be responsible in the event of loss of these uniforms and such uniforms shall be laundered by the employee.

H. The Employer will provide a bulletin board or other suitable place in a location selected by the Employer. The Union may post notices necessary for conducting Union business on such boards, or other suitable space.

I. Contributions to charitable causes shall not be compulsory.

## ARTICLE XV

### Grievance and Arbitration

A. The Employer recognizes the right of the Union to designate one (1) Shop Steward in each market. Such Steward shall be designated in writing to the Employer by the Union.

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

- Step 1. By conference between the aggrieved employee, the Shop Steward, or both, and the Manager of the Store.
- Step 2. By a conference between the Shop Steward or the Business Agent of the Union and the Zone Manager, District Manager or District Supervisor of the Employer, if such exists, within five (5) working days after the completion of Step 1.
- Step 3. By a conference between an official of the Union and a designated official of the Employer, within five (5) working days after the completion of Step 2.
- Step 4. In the event the grievance is not settled through the above mentioned steps, it shall be referred to arbitration.

C. Grievances must be reduced to writing by the aggrieved employee after the completion of Step 2 in order to be considered under Step 3 and in order to be subject to arbitration.

D. Grievances presented later than seven (7) calendar days after the occurrence of the event complained of will not be considered.

E. The parties agree that issues may arise of a general nature affecting or tending to affect more than one (1) employee covered by this Contract and that such issues need not be sub-



jected to the entire grievance procedure, but may be initiated at any of the above mentioned Steps deemed appropriate by the Union or the Employer bringing the grievance.

F. It is understood that the Union Executive Board shall make the final decision as to arriving at a settlement of any grievance instituted by an employee covered by this Contract. No grievance shall be submitted to arbitration by the Union without the approval of the Union Executive Board.

G. It is understood and agreed that all employees covered by this Contract must exercise all their rights, privileges, or necessary procedures under this Contract in the settlement of any complaint or grievance before taking any action outside of the scope of this Contract.

H. One (1) person shall be appointed by the Employer and one (1) person shall be appointed by the Union. If said two persons are unable to settle the complaint, either the Employer or the Union may within two (2) days from the disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of five (5) arbitrators from which the Arbitrator may be selected, and the decision of the Arbitrator shall be binding on all parties. The expenses of the Arbitrator shall be paid for equally by the Employer and the Union.

I. The Employer may, at any time, discharge any worker for just cause. The Union, if it wishes to contest the discharge, may file a written complaint with the Employer within three (3) working days. 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 arbitration.

J. No arbitrator shall have the authority to alter, amend or change any term or provision of this Contract.

## ARTICLE XVI

### Separation Pay

A full-time employee with more than six (6) months' full time service who is permanently separated due to discontinuance of the job, store closing or reduction in the working forces, shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which, at the option of the Employer may either be worked or paid in lieu of notice.

## ARTICLE XVII

### Duration

A. This Contract shall become effective as of the 1st day of November, 1963, and shall continue in full force and effect until the 1st day of November, 1966, and shall be automatically renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least sixty (60) days prior to the expiration date, or anniversary date thereafter, of a desire to terminate or change this Contract. Provided, however, that either party may open this Contract for negotiations on the minimum wage rates as set forth in Appendix A of this Contract and/or Employer health and welfare contributions by giving written notice to the other party at least sixty (60) days prior to 12:01 a.m., November 1, 1965, and if the parties fail to reach an agreement with respect to such wage rates and/or Employer health and welfare contributions by 12:01 a.m., November 1, 1965, the Union may thereafter resort to strike in support of its position in respect to such matters notwithstanding the provisions of Article III A of this Contract.

B. This Contract when executed shall be deemed to define the wages, hours and rates of pay and other conditions of employment of the employees covered by this Contract for the term

of the Contract, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiation during the term hereof; except as otherwise provided in ARTICLE XVII A of this Contract.

C. Either party hereto desiring to make changes in any article or articles or to eliminate any article or articles, shall notify the other party in writing at least sixty (60) days prior to the expiration date hereof. Such notice shall stipulate the article or articles to be considered open for negotiation and shall contain a copy of the proposal to be negotiated or agreement to be added to, or eliminated from this Contract as the case may be.

D. The parties agree to begin negotiations within fifteen (15) days from date of receipt of said notice, for agreement on all matters submitted in compliance with this Article. The articles of this Contract which are not included in such notice shall remain in full force and effect until such notice is given at least sixty (60) days prior to any subsequent expiration date.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_,  
1963.

LOCAL No. 408, AMALGAMATED MEAT  
CUTTERS AND BUTCHER WORKMEN  
OF NORTH AMERICA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Name of Market)

\_\_\_\_\_  
(Location)

By \_\_\_\_\_  
Owner

## AGREEMENT OF AMENDMENT

It is hereby mutually agreed by and between the Employer and the Union that the current Contract effective as of the 1st day of November, 1963, shall be amended as follows:

### ARTICLE XVII

Article XVII shall be amended to read as follows:

### ARTICLE XVII

#### Union Security

If there should be a change in the Texas Law permitting a Union Shop, the following shall be effective the week following such change:

It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing, on the effective date of this Contract shall remain members in good standing and those who are not members on the effective date of this Contract shall, on or before the thirty-first (31st) day following the effective date of this Contract become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Contract and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such

employment become and remain members in good standing in the Union.

## ARTICLE XVIII

Article XVIII shall be added to read as follows:

### ARTICLE XVIII Health and Welfare

A. This Article shall become effective January 1, 1966.

B. The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date. However, an employee who has worked an average of thirty-two (32) hours per week for the period of eight (8) consecutive calendar weeks (256 hours) immediately preceding January 1, 1966, shall become eligible for health and welfare benefits on such date and such date shall be his eligibility date. Employees who are off work and receiving Employer sickness and/or

accident benefits shall have such time considered as time worked for eligibility purposes in computing the 256 hours worked immediately preceding January 1, 1966.

C. Effective January 1, 1966, with respect to employees eligible on that date and effective on the first day of the calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) with respect to employees who complete the eight (8) consecutive calendar weeks (256 hours) period after January 1, 1966, the Employer shall contribute the sum of Twenty-one Dollars (\$21.00) per month for each eligible employee to the Amalgamated Meat Cutters and Butcher Workmen of North America, Meat Cutters Local No. 408, AFL-CIO, Health and Welfare Trust Fund for the purpose of providing such health and welfare benefits. Such Health and Welfare Trust Fund shall be a jointly administered Employer and Union Trust Fund.

D. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below;
2. The employee's ceasing to be an eligible employee due to his failure to work an



average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours).

E. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of illness, two (2) months' contribution following the month in which the illness occurs.
4. In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.
5. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment, except for those employees who are discharged for cause.

F. It is agreed between the parties that effective midnight December 31, 1965, all Employer insurance programs, whether funded or un-

funded, contributory or non-contributory, including but not limited to life insurance, supplemental life insurance, hospitaliation, surgical-medical and major-medical plans, will be cancelled.

## ARTICLE XIX

Article XIX shall be added to read as follows:

## ARTICLE XIX

A. This Contract shall become effective as of the 1st day of November, 1965, and shall continue in full force and effect until the 1st day of November, 1968, and shall be automatically renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least sixty (60) days prior to the expiration date, or anniversary date thereafter, of a desire to terminate or change this Contract.

B. This Contract when executed shall be deemed to define the wages, hours and rates of pay and other conditions of employment of the employees covered by this Contract for the term of the Contract, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiation during the term hereof.

C. Either party hereto desiring to make changes in any Article or Articles or to eliminate any Article or Articles, shall notify the other party in writing at least sixty (60) days prior to the expiration date hereof. Such notice shall stipulate the Article or Articles to be considered open for negotiation and shall contain a copy of the proposal to be negotiated or agreement to be added to, or eliminated from, this Contract as the case may be.

D. The parties agree to begin negotiations within fifteen (15) days from date of receipt of said notice, for agreement on all matters submitted in compliance with this Article. The Articles of this Contract which are not included in such notice shall remain in full force and effect until such notice is given at least sixty (60) days prior to any subsequent expiration date.

Appendix A shall be amended to read as follows:

## APPENDIX A

### Wages

The following scale of wages shall be the minimum for employees covered by this Contract.

On the first full payroll period on or after:

	November 1, 1964			November 1, 1966			November 1, 1967		
	For 40 Hours Worked	Hourly Rate	O.T. Rate	For 40 Hours Worked	Hourly Rate	O.T. Rate	For 40 Hours Worked	Hourly Rate	O.T. Rate
Head Meat Cutters	\$125.00	\$3.125	\$4.68	\$130.00	\$3.25	\$4.875	\$135.00	\$3.375	\$5.0625
Journeyman Meat Cutters	114.00	2.85	4.275	119.00	2.975	4.4625	124.00	3.10	4.65
Extra Journeyman Meat Cutters		2.95			3.075			3.20	
Apprentice Meat Cutters									
First 6 Months	73.50	1.835	2.747	78.50	1.96	2.94	83.50	2.085	3.1275
After 6 Months	78.50	1.96	2.94	83.50	2.085	3.1275	88.50	2.21	3.315
After 1 Year	83.50	2.087	3.13	88.50	2.212	3.318	93.50	2.337	3.5055
After 1½ Years	88.50	2.21	3.31	93.50	2.335	3.5025	98.50	2.46	3.69
After 2 Years	94.50	2.36	3.54	99.50	2.485	3.7275	103.50	2.61	3.915
After 2½ Years	101.00	2.525	3.78	106.00	2.65	3.975	111.00	2.775	4.1625
After 3 Years	114.00	2.85		119.00	2.975		124.00	3.10	4.65
Weighers and Wrappers									
First 6 Months	62.00	1.55	2.325	66.00	1.65	2.475	70.00	1.75	2.625
After 6 Months	65.00	1.625	2.487	69.00	1.725	2.5875	73.00	1.825	2.7375
After 1 Year	68.00	1.70	2.55	72.00	1.80	2.70	76.00	1.90	2.85
After 1½ Years	72.00	1.80	2.70	76.00	1.90	2.85	80.00	2.00	3.00
After 2 Years	79.50	1.987	2.98	83.50	2.087	3.1305	87.50	2.187	3.2805

Except as specifically amended by this Agreement of Amendment, the current Contract between the Employer and the Union effective as of the first day of November, 1963, shall remain unchanged and continue in full force and effect according to its terms.

AMALGAMATED MEAT CUTTERS AND  
BUTCHER WORKMEN OF NORTH  
AMERICA

LOCAL UNION No. 408

November 1, 1963

Contract Negotiating Committee  
Retail Grocery Industry  
Houston, Texas  
Gentlemen:

It is our intention that our new industry agreement is not intended and shall not be construed to mean that any company is guaranteeing any hours of work per day, or per week, except as is provided in Article V B of this agreement.

We have the assurance from your committee that it is the intention of all of such companies that they will continue their operations in such

a manner so as to schedule all regular full-time employees in the Meat Department, whenever feasible, 40 hours a week.

Yours very truly,

O. D. Starky, Secretary  
W. A. Mann, President

Union Committee:

Karl E. Ash, Business Agent  
R. C. Rutledge, Vice President, 408  
Al D. Marek, Trustee  
Anton Bozon, Business Representative  
Walter Doss, Trustee  
J. D. Crowder, Trustee  
Lloyd Daniels, Committeeman

FULLBRIGHT, CROOKER, FREEMAN,  
BATES & JAWORSKI

ATTORNEYS AT LAW  
BANK OF THE SOUTHWEST BUILDING  
HOUSTON, TEXAS 77002

Washington Office  
Fullbright, Crooker, Freeman, Bates & White  
838-842 Transportation Bldg.  
Washington 6, D. C.

Affiliate in Mexico  
Morineau & Perez  
Edificio de Paris  
Avenida Cinco de Mayo 32  
Mexico, D. F.

November 1, 1963

Amalgamated Meat Cutters and Butcher  
Workmen of North America,  
Local Union No. 408  
905 Scanlan Building  
Houston 2, Texas  
Gentlemen:

This will acknowledge receipt of the letter agreement dated November 1, 1963, which we received from Local No. 408 in connection with the industry wide negotiations covering the retail meat markets.

The Employers agree to the intentions expressed in your letter and the Employers further agree to include in the industry wide contract a definition of the jurisdiction of a Meat Department.

Very truly yours,  
H. L. Deakins, Jr.  
For the Firm

HLDJr:fm

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DEC 23 1966

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 202126773  
*info only*

December 15, 1966

Mr. O. D. Starkey, Secretary-Treasurer  
Amalgamated Meat Cutters and Butcher Workmen  
of North America local #408  
905 Scanian Building  
Houston, Texas 77002

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering Chain and Independent Grocery Stores, Houston, Texas and the Amalgamated Meat Cutters and Butcher Workmen of North America local #408.

The agreement we have on file expired in October 1966.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Arthur M. Ross*Arthur M. Ross  
Commissioner

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1200
2. Number and location of establishments covered by agreement Approximately 186 located in Houston, Texas and Greater Gulf Coast area.
3. Product, service, or type of business Retail Meat markets
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

George Elwood  
918 Congress

(Street)

Deputy Administrator  
Houston, Texas 77002

(City and State)