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Retail Distribution Agreement in California and Amalgamated Meat Cutters and Butcher Workmen Local 229

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Retail Distribution Agreement in California and Amalgamated Meat Cutters and Butcher Workmen Local 229

Location

Western CA

Effective Date

11-5-1962

Expiration Date

11-2-1964

Number of Workers

1200

Employer

No employer specified

Union

Butcher Workmens' Union

Union Local

229

NAICS

44

Sector

P

Item ID

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RETAIL DISTRIBUTION AGREEMENT

THIS AGREEMENT entered into on the 5th day of November, 1962, by and between the undersigned Employer, and Butcher Workmens' Union Local #229 of the Amalgamated Meat Cutters and Butcher Workmen of North America, State Branch, Western Federation of Butchers of California, hereinafter referred to as the Union. The purpose of this contract is to establish wages and working conditions which are fair and equitable to the employees represented by the Union as bargaining agent, and their Employers.

SECTION I - UNION RECOGNITION

The Employer recognizes Butcher Workmens' Union Local #229 as the sole and exclusive collective bargaining agency for all classifications of employees hereinafter listed in Section VII for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION II

1. Union Security

(a) Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Article shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union or shall, within a period of thirty (30) days become a member of the Union.

(b) The individual Employer shall discharge every person who has failed to comply with the provisions of sub-division (a) of this Section immediately upon notice of such non-compliance.

(c) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

2. Employment

(a) The individual Employer shall retain full freedom to employ, reject and discharge any person who is referred for or employed in work covered by this Agreement, subject to the provisions of this Agreement; provided, however, that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

(b) The Union shall maintain an open and non-discriminatory hiring hall.

(c) Each person desiring employment shall register between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, through such hiring hall by appearing personally or by telephone (if such person resides in the geographical area of the Union) and by indicating his name, address, telephone number, Social Security Account Number, qualifications and employment desired. Each such person shall be listed by the Union forthwith numerically in the order in which he registers.

(d) All individual Employers shall contact the hiring hall and submit orders, indicating the number of persons desired, qualifications of each person desired, the location of the store, the reporting date and time, the Employer representative to be contacted and the estimated duration of employment.

(e) If the Union is unable to refer the persons desired within twenty-four (24) hours after submission of such order, the individual Employer may procure additional employees up to the desired number from any other source or sources; provided, however, that the individual Employer

shall immediately notify the Union of the name, address and Social Security Account Number of the employee procured from such other source, the date of employment, and the location where he is employed. In the event of an emergency or the hiring hall being closed the Employer need not comply with the twenty-four (24) hour period and may hire a temporary employee for up to two (2) days.

(f) Persons shall be referred in the order in which they are registered, if their registration indicates they are qualified for and desirous of taking such referral, subject to the following order of priority:

- (1). Individual persons requested by the Employer by name.
- (2). Persons who within three (3) years immediately preceding the job order performed work covered under and within the geographical area of this agreement.
- (3). Other persons in the order of their registration.

(g) "Available for employment" shall mean that all unemployed persons eligible for referral shall be present at the hiring hall during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area, or due to extenuating circumstances, cannot be personally present.

(h) Dispatching hours shall be from 9:00 a.m. to 3:00 p.m. daily (Saturdays, Sundays and recognized holidays excluded).

(i) Each person, upon being referred, shall receive a referral slip to be transmitted to the Employer representative at the store, indicating the name, address, Social Security Account Number, type of work, date of proposed employment and date of referral.

(j) To insure the maintenance of a current registration list, all persons who do not re-register within the calendar week following their previous registration shall be removed from the registration list. If such persons re-register pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of this Article.

(k) Individuals shall be eliminated from the registration list for the following reasons:

- (1). Dispatched to a job--except that any individual who is rejected by the Employer or who fails to complete two consecutive full days' work shall retain his position on said list.
- (2). Failing to accept suitable employment one (1) time during the current week at time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him.
- (3). Unavailable for employment two times during the current week.
- (4). Any person dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers during such week.

(l) The individual Employer shall notify the Union of the name, address, Social Security Account Number and classification of every person who is employed in, rejected for or discharged from work covered by this Agreement, together with the date of such employment, rejection or discharge and the location of the place or prospective place of employment. Whenever a person is rejected for or discharged from such work, the individual

Employer shall notify the Union of the reason or reasons therefor. The notices required by this sub-division shall be made in writing within forty-eight (48) hours after such employment, rejection or discharge, as the case may be.

3. Posting

A copy of this Article shall be posted in the hiring hall, the principal employment office of the individual Employer and at each of his stores covered by this Agreement. The individual Employer shall be responsible for posting in his principal employment office and at each of his stores. The Union shall be responsible for posting in the hiring hall.

SECTION III - JURISDICTION OF MERCHANDISE DISPLAYED AND SOLD

(a) All fish, poultry, rabbits, meat and/or kindred products, fresh or frozen, cooked or uncooked, except as hereinafter provided, shall be displayed, handled, and sold under the jurisdiction of Local #229 by journeymen meat cutters under the terms and conditions contained in this agreement. Wherever any of the above described products and merchandise is being offered for sale, at least one (1) employee classified as a head meat cutter or journeyman meat cutter, an employee covered by this contract, shall be on duty, except during the lunch hour in markets manned by one employee. All sales of products enumerated immediately above shall be credited to the meat department and/or division of the undersigned Employer. All meat products enumerated immediately above shall be cut, prepared, and fabricated on the Employer's premises or immediately adjacent thereto so as to enable said Employer to effectively supervise such operation and conduct the same under sanitary conditions. With regard to beef, veal, lamb and/or pork in carcass form, it is agreed that an exception will be made and the same may be broken down into primal cuts such as rounds, ribs, chucks, plates and loins off the premises, but said primal cuts shall be fabricated on the premises by employees covered by this contract, and all sales shall be credited to the meat department and/or division of the undersigned Employer. With regard to luncheon meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausage in visking casings, fish, rabbits and/or frozen packaged meat, which pursuant to current custom and practices are presently pre-fabricated, pre-dissected and pre-cut, said products need not be cut on the premises, but all of the above products will likewise be handled and sold by employees covered by this contract, and the sales thereof shall likewise be credited to the meat department and/or the division of the undersigned Employer.

(b) All cooked or pre-cooked meats, and all ground, seasoned and/or smoked meats or combinations of such meat products, whether in bulk or packaged form, which by usage and practice have been and are customarily recognized as delicatessen items and merchandise, shall be displayed, handled and sold under the jurisdiction of Local No. 229. All sales of delicatessen merchandise enumerated immediately above shall be credited to the meat department and/or division of the undersigned Employer.

(c) All fish, poultry, rabbits, meat, and its kindred products, whether fresh or frozen, which is displayed and sold from refrigerated self-service cabinets or other self-service containers, shall either have the purchase price thereof collected by a checker employed under the terms of this contract, or if the purchase price of such items is collected by others, shall have affixed to each said item by an employee under the terms of this contract, serially numbered duplicate price tags, one of which shall be separated from the item at the time the Employer receives the purchase price therefor from the purchaser. These price tags shall be transmitted daily by the Employer to the Head Meat Cutter in the Employer's Meat Market Department and/or Division, and the same shall constitute a final record as to Local Union No. 229 and the Employer, of all items displayed and sold out of said meat department and/or division, and particularly from refrigerated self-service cabinets. Said sales shall be credited to the retail meat department and/or division. Provided, however, that so long as not less than thirty-three and one-third per cent (33-1/3%) of all employees performing the functions of a Checker are employed under the terms of this contract, those terms and conditions of Sub-Section (c), Article III, set forth immediately above, relating to the collection of the purchase price of refrigerated self-service cabinet or other self-service container

merchandise by a Checker employed under the terms of this contract, and/or the tagging of such merchandise with duplicate price tags by an employee under the terms of this contract, shall become and remain inoperative. Should either of the devices mentioned above be unsuited to the undersigned Employer's business, the parties hereto agree to immediately meet and negotiate a provision similar to them, which is adapted to the type of business being conducted by the undersigned Employer.

It is agreed with regard to Section (c) above that if a cash register meat key or adding machine tape is used for accounting purposes in crediting the above enumerated products listed in Section (c), this method of accounting will suffice in lieu of Section (c).

SECTION IV - SICK LEAVE

(a) All employees shall be entitled to three (3) days sick and accident leave with pay after the first six (6) months of service with the Employer, three (3) additional days after the second six (6) months of such service, and six (6) days annually for each year thereafter. Unused sick and accident leave shall be accumulative to a maximum of thirty (30) days. There will be one (1) day waiting period on an illness which is less than four (4) days duration, however any illness which is for a period of four (4) days or longer shall require no waiting period and sick leave shall be paid from the first day. In the case of accident on the job, no waiting period is required and sick leave shall be paid from the first day, except as otherwise provided in Section IV (e) of this agreement.

(b) On the day on which an employee becomes eligible for Unemployment Compensation Disability or Disability Benefits, then sick leave payments as provided for herein shall be withheld pending a determination as to the amount of Unemployment Compensation Disability or Disability Benefits which the employee will receive. When such determination has been made then the employee will receive that amount in sick leave payment which, together with his Unemployment Compensation Disability or Disability payments will equal his regular daily straight time salary. Such sick leave payments will continue until the total accumulated sick leave as transformed into a money equivalent has been exhausted. In the event that an employee has filed an application under Workmen's Compensation and pending the adjudication of the application he is denied benefits, then sick leave shall be paid in full.

(c) The Employer shall reserve the right to require the employee to produce a medical doctor's certificate verifying the fact of such illness.

(d) The sick and accident benefits shall be due and payable only as above provided and shall not be convertible to cash when not used.

(e) An employee who is injured on the job, and does not complete that day's work or is otherwise not permitted to return to work by a licensed medical doctor shall receive pay for the entire work day and such pay shall not be charged against sick and accident leave.

SECTION V - DESIGNATED HOLIDAYS

(a) The Employer agrees to recognize the following legal holidays with no reduction in pay, namely: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. No employee shall be required to perform any work on the observed holiday for New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day. In order that a regular, full time employee be paid for the holidays listed above he is required to work his scheduled work day prior to the holiday and his scheduled work day after the holiday. The above listed holidays shall likewise be paid to any part time employee who works four (4) days during the holiday week. In no case shall holiday pay be granted unless the employee worked during the holiday week except as elsewhere provided.

(b) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. A holiday week, that calendar week in which a holiday falls, shall consist of thirty-two (32) working hours, not including the

holiday, for which employees shall receive forty (40) hours pay. All time worked in excess of thirty-two (32) hours, excluding the holiday, during said holiday week shall be overtime, and shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) straight time rate of pay of the employees involved. All work performed on a holiday shall be paid for at the rate of two (2) times the regular rate of pay of the employee involved, over and above their weekly salary.

SECTION VI - VACATIONS

(a) All regular, full time employees shall be entitled to receive one (1) week (5 days) vacation with pay after the first year of service, provided such employees have been in the employ of the Employer for not less than one (1) year at the time such vacation is granted. All regular, full time employees shall be entitled to receive two (2) weeks (10 days) vacation after the second year of service, and three (3) weeks (15 days) vacation after the fifth year of service.

(b) Vacation pay shall be computed on the basis of the total number of hours worked for the Employer during the fifty-two (52) weeks immediately preceding the anniversary date of the employee's employment, multiplied by the straight time pay for those hours.

(c) Whenever a holiday falls during the vacation period of an employee he shall at the option of the Employer be paid one day's additional holiday pay or shall receive an extra day of vacation with pay.

(d) The Employer granting such vacation benefits, after giving due consideration to the desires of the affected employee relating to when he or she shall take his or her vacation, shall have the right and obligation annually to schedule and designate the particular week or weeks within any calendar year during which any qualified and eligible employee shall take his or her annual vacation leave and reduce accrued vacation rights and benefits to possession.

(e) Subject to Section (f) of this Section, upon termination of employment or change in ownership of a market the employees shall receive pro rated vacation as follows:

After six (6) months one-twelfth ($1/12$) of one (1) weeks pay per month;

After twelve (12) months one-twelfth ($1/12$) of one (1) weeks pay per month;

After eighteen (18) months one-twelfth ($1/12$) of two (2) weeks pay per month;

After two (2) years one-twelfth ($1/12$) of two (2) weeks pay per month;

After three (3) years one-twelfth ($1/12$) of two (2) weeks pay per month;

After four (4) years one-twelfth ($1/12$) of three (3) weeks pay per month.

(f) Pro rated vacation shall not be paid during the first year, as above provided, in case of discharge for dishonesty.

(g) A leave of absence not to exceed sixty (60) days, granted an employee by his Employer shall not interrupt the continuity of service for purposes of computing vacation eligibility and pay, but this time shall be considered as time worked by an employee. No employee shall be compelled to forego an earned vacation by an Employer. No employee shall be compelled to forego an earned vacation or accept vacation pay in lieu thereof without his and the Union's consent. In situations where an employee agrees to accept vacation pay in lieu of and to forego earned vacations, the same shall be payable to the employee immediately upon his becoming entitled thereto, and the Employer is to notify the Local Union No. 229 and verify said transaction.

SECTION VII - STRAIGHT TIME AND PREMIUM TIME

(a) Eight (8) hours in a period of nine (9) consecutive hours with one (1) hour off for a meal, shall constitute the basic, guaranteed work day. No employee will be required to work beyond five (5) hours without lunch during his regular straight time shift. Forty (40) hours consisting of five (5), eight (8) hour days shall constitute a basic guaranteed work week, Monday through Sunday, inclusive. There shall be no split shifts. For the purpose of clarification, a conventional work day shift is a shift scheduled to begin at 8:00 a.m. and end at 5:00 p.m., or a shift scheduled to begin at 9:00 a.m. and end at 6:00 p.m. In the event an employee who begins work at 8:00 a.m. performs any work on said shift between the hours of 5:00 p.m. and 6:00 p.m., time and one-half is to be paid for said work. If said shift extends beyond 6:00 p.m. a Two Dollar (\$2.00) bonus is to be paid, in addition to the time and one-half for all work performed after eight (8) hours. An unconventional shift is eight (8) hours work performed within a span of nine (9) hours which is scheduled to begin prior to 8:00 a.m. or a shift which extends beyond 6:00 p.m. (Wrappers excepted).

(b) An employee working a conventional shift scheduled to begin at 9:00 a.m., but who works after 6:00 p.m. is to receive time and one-half for all work performed after 6:00 p.m., in addition to a Two Dollar (\$2.00) bonus for said shift. (Wrappers excepted).

(c) Any employee who may be required to work an unconventional eight (8) hour shift, Monday through Saturday, shall be paid a bonus of Two Dollars (\$2.00) above the regular eight (8) hours straight time pay. Any work performed beyond eight (8) hours in said shift shall be compensated for at the time and one-half rate, in addition to the Two Dollar (\$2.00) bonus. (Wrappers excepted).

(d) All employees required to perform a shift including Sunday shall receive two (2) consecutive days off. Employees not working on Sunday shall receive Sunday and one (1) other day off. All work performed on Sundays by regular and/or extra employees shall be paid at the rate of two (2) times the regular rate of pay of the employee involved until the hourly Sunday rate reaches Six Dollars (\$6.00) per hour in the case of male employees and Five Dollars (\$5.00) per hour in the case of female employees. There shall be no pyramiding of Sunday premium pay. A Sunday employee is permitted to work only five (5) days. No luncheon relief is required on Sunday where only one (1) employee is on duty, however, the employee is to take off duty one (1) full hour for lunch.

(e) All work performed on the sixth day shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay of the employee involved. No employee shall be required to work seven (7) consecutive days.

(f) Regular rates of pay shall mean the basic schedule of wages as set forth in this section of the agreement for regular work week or a holiday work week, whichever applies.

(g) Work performed on any non-mandatory holiday shall be at double time the regular rate of pay of the employee involved, plus eight (8) hours regular pay.

(h) Wrappers who are required to work after 6:00 p.m. or prior to 9:00 a.m. shall be paid a bonus of Twenty-five Cents (25¢) for each hour, or fraction thereof, worked after 6:00 p.m. or prior to 9:00 a.m.

(i) A Wrapper may take bell calls, weight, price and wrap meat. In addition thereto a Wrapper may keep meat cases tidy. A Wrapper may also act as a Meat Demonstrator, but in no case may she stock fresh meat cases. A Meat Wrapper may also perform the duties of a Delicatessen Worker in a Delicatessen Department. A Delicatessen Worker may perform the duties of a Wrapper.

(j) Only in the event of an emergency are employees allowed to work beyond ten (10) hours in any one day and any work performed after the tenth hour shall be compensated for at two (2) times the straight time hourly rate, in addition to the Two Dollar (\$2.00) bonus and the time and one-half provisions for the ninth and tenth hours.

(k) Effective as of the dates listed, the following shall be the minimum, regular straight time rates of pay for the several classifications of employees listed below for all work performed by them during the straight time span as hereinbefore defined:

C 40/1

D 69/1 D 71/3

D 31/4

Job Classifications	Effective and Retro-active to Nov. 5, 1962		Effective Nov. 4, 1963	
	Weekly	Hourly	Weekly	Hourly
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having five (5) or more regular, full time additional employees under him-----	\$151.00	\$3.775	\$156.00	\$3.90
Meat Market Manager, Meat Market Owner or Head Meat Cutter, having less than five (5) regular, full time additional employees under him-----	146.00	3.65	151.00	3.775
Carcass Breaker, Boner-----	136.00	3.40	141.00	3.525
*Journeyman Meat Cutter-----	136.00	3.40	141.00	3.525
Apprentice - 1st six (6) months-----	99.00	2.475	99.00	2.475
Apprentice - 2nd six (6) months-----	110.00	2.75	114.00	2.85
Apprentice - 3rd six (6) months-----	119.00	2.975	123.00	3.075
Apprentice - 4th six (6) months-----	127.00	3.175	131.00	3.275
After two (2) years of service, the Journeyman Meat Cutter's rate-----	136.00	3.40	141.00	3.525
Extra or non-regular Journeyman Meat Cutters - 8 hours-----	30.00	3.75	31.00	3.875
Meat Wrapper - 1st three (3) months-----	97.00	2.425	101.00	2.525
Meat Wrapper - 2nd three (3) months-----	106.00	2.65	110.00	2.75
Meat Wrapper - next six (6) months-----	110.00	2.75	114.00	2.85
Meat Wrapper after one (1) year-----	115.00	2.875	119.00	2.975
Extra or non-regular Meat Wrapper - 8 hours-----	26.00	3.25	26.80	3.35
Head Delicatessen Operator-----	120.00	3.00	124.00	3.10
Delicatessen Operator - first three (3) months---	97.00	2.425	101.00	2.525
Second three (3) months-----	106.00	2.65	110.00	2.75
Next six (6) months-----	110.00	2.75	114.00	2.85
After one (1) year-----	115.00	2.875	119.00	2.975
Extra Delicatessen Operator - 8 hours-----	26.00	3.25	26.80	3.35

* Journeyman replacing a Manager or on the Manager's day off shall receive the above listed manager's scales.

SECTION VIII - EMPLOYEES' PROTECTION

(a) No employee shall be required by the Employer to do any act which would be violative of any provision of Local, State or Federal laws respecting the preparation or packaging, handling or sealing of any type of meat, fish, delicatessen items, poultry or kindred products.

(b) Wages, benefits and privileges contracted for, promised, provided, given or enjoyed as a condition of employment by the Employer to the employee shall not be taken away or reduced by reason of any provision of this agreement.

SECTION IX

(a) HEALTH AND WELFARE

The Employer accepts the terms of the Trust Agreement creating the A.M.C. & B.W. Trust Fund Local #229 and by this acceptance agrees to become a party thereto.

The Employer designates the Employer Parties and Employer Trustees signatory to or serving under such Trust, his agent or agents to negotiate and enter into amendments to such Trust with the Union and Union Trustees.

The Employer shall pay to the A.M.C. & B.W. Trust Fund Local #229 such monthly sum per employee (who has worked eighty (80) hours or more in the preceding calendar month) as may be necessary to administer and continue in effect the present plan of benefits including the following additional benefits: first, the restoration of the benefits which were dropped in 1957 (i.e. - diagnostic x-ray and lab, doctor's calls at home); and, second, a specified hospital ward rate based upon the average current charges being made by hospitals in the San Diego County area. Existing eligibility shall be maintained.

Employer contributions shall be decreased in the event that, and to the extent that monies accumulate because of favorable experience.

Time paid for but not worked, such as holidays, sick leave, jury pay and vacation time, shall be considered as time worked.

The Trustees shall from time to time determine and notify the Employers of the amount of the necessary contribution. Thirty (30) days notice shall be required before increased or decreased contributions become effective.

The Trustees are empowered, authorized and instructed to give the beneficiaries the additional choice of a prepaid medical program giving equivalent or better benefits for an identical or lesser cost, provided that in the event a beneficiary who has elected coverage under the prepaid medical program in lieu of the insured medical plan becomes dissatisfied with said prepaid medical program he may revert immediately to the insured medical plan coverage without penalty or hindrance of any type.

(b) PENSION PLAN

The Employer accepts the terms of, first the Trust Agreement creating the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS PENSION TRUST FUND and, second, the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS PENSION PLAN, and by this acceptance agrees to become a party to each.

The Employer designates the Employer Parties and Employer Trustees signatory to or serving under those documents, his agent or agents to from time to time, negotiate and enter into amendments to said Trust and Pension Plan with the Union and Union Trustees.

Effective July 1, 1957, the Employer agrees to pay, in addition to wages, the sum of Ten Cents (10¢) per employee per straight time hour worked to the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION TRUST FUND. The Employer payment shall not be increased for a period of five (5) years from and after July 1, 1957.

Time paid for but not worked, such as holidays, sick leave, jury pay and vacation time, shall be considered as time worked.

(c) RULES GOVERNING BOTH HEALTH AND WELFARE AND PENSION

(1) The total amount due for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. The Employer agrees to be bound by such rules as may be established by the Trustees of each Trust to facilitate accurate reporting and prompt and orderly collection of such amounts. Failure to make the payments herein provided within the time specified shall be a breach of this contract.

(2) The Trustees of the A.M.C. & B.W. TRUST FUND LOCAL #229 and the SAN DIEGO AND IMPERIAL COUNTIES BUTCHERS' AND FOOD EMPLOYERS' PENSION TRUST FUND may in their discretion consolidate so much of the administration of said trusts as in their discretion they believe will promote operating efficiency. In the event of such consolidation, administrative costs, insofar as possible, shall be divided between the Trusts on a cost accounting basis. If the Trustees believe it is difficult or impractical to divide costs on such a basis, they are authorized to allocate Fifty Percent (50%) of the administrative costs incurred to each Trust.

SECTION X - CHANGE OF OWNERSHIP

(a) In the event of a change of ownership of the operation, the Employer shall pay off all obligations regarding accumulated wages, pro rata of earned vacations or payments of sick and accident benefits accumulated prior to the date of the change of ownership.

(b) If any owner or employer hereunder sells, leases, or transfers his business or any part thereof, the successor, lessee, or transferee shall be bound fully by the terms of this Agreement, and shall be obligated to pay the wages and salaries in effect at the time of the sale, lease or transfer, and shall assume all obligations of this Agreement in the place and stead of the Employer signatory hereto.

SECTION XI - REST PERIODS

All employees shall receive a ten (10) minute rest period twice each day. Such rest period shall be granted as near the middle of the first four (4) hours and the middle of the second four (4) hours of the shift as possible. All necessary work interruption shall not be prohibited because of these established rest periods.

SECTION XII - CALL-IN PAY GUARANTEE

The Employer shall have the right to interview and reject any applicant for work that is not requested by name. Any person requested from the hiring hall by name shall be deemed hired upon his acceptance of the referral. Employees hired shall be put to work for the guaranteed period disclosed by the Employer's request and the provisions of Section VII of this agreement.

SECTION XIII - APPRENTICE TRAINING

(a) In order to properly and fully train learners in the art of meat cutting, the span of control is fixed at one (1) apprentice to every four (4) journeymen or fraction thereof, and apprentices shall be employed in accordance with this formula. Markets employing less than four (4) journeymen may employ and train one (1) apprentice.

(b) On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelley-Maloney Act) as set forth in the California Labor Code.

SECTION XIV - GENERAL PROVISIONS

(a) No employee shall be permitted to work in any market unless a suitable floor covering is placed over the floor wherever concrete or concrete substitute exist behind the counter.

(b) It is agreed that the Employer shall furnish the employees with coats, aprons, and towels, and shall have the same laundered at the Employer's expense.

(c) It is agreed that an employee using his car at the direction of the Employer shall be compensated at the rate of Eight Cents (8¢) a mile for each mile traveled. Nothing in the above shall require the payment of mileage entailed for travel between an employee's residence and his regular place of work. (Regular place of work is defined as the regular store of employment or such other stores as may be in reasonable proximity of the employee's home. 25 miles will be regarded as reasonable).

(d) It is agreed in cases where a Delicatessen is operated jointly with the Meat Department at such times when a Journeyman Meat Cutter is on duty it will not be necessary to also have a Delicatessen Operator on duty at the same time.

(e) Paid absences from work, such as vacations, holidays, sick leave and Jury Duty, shall be considered as time worked for the purposes of this agreement, but shall not be deemed as time worked for purposes of computing overtime.

(f) It is agreed that the Employer shall provide a Safety First Aid Kit in every market, containing proper supplies as listed in Exhibit I attached to this agreement. The Employer shall maintain conditions of work which are safe and not injurious to the health of the employees. The Employer shall provide special equipment for this purpose.

(g) It is agreed that the Employer shall post a work schedule in each market by Friday night, designating the work days of each employee for the following week. Except in cases of emergency no change shall be made in such schedule without a forty-eight (48) hour notice to the employee involved. An emergency shall be defined as follows: Illness, injury on or off the job, Jury Duty, major mechanical breakdown and unanticipated absenteeism of other employees.

SECTION XV - JURY PAY

(a) An employee serving on a jury shall receive the difference between jury pay and his regular daily straight time rate of pay for each day for which he serves on jury duty and which he would normally have worked.

(b) In the event an employee is released from jury duty at any time prior to 12 Noon he shall return to work and shall be allowed a reasonable time to eat lunch and to return to the establishment, provided, however, that a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the establishment and lunch period.

(c) Time spent serving on a jury shall not be used in computing overtime.

(d) Notwithstanding the scheduling provision contained in this agreement, the scheduled days off of an employee called for jury duty may be changed so that the employee reports for jury duty on his day off.

SECTION XVI - SENIORITY AND GRIEVANCES

(a) Seniority shall be recognized and journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that when promotions are in order or higher rated jobs come open, those already employed by said Employer shall be given preference and a fair trial period shall be given without jeopardizing employee's former rating. It is agreed in case of layoff, illness, injury or accident on or off the job, as well as pregnancy, seniority rights of an employee shall be retained for a period of nine (9) months from the date the employee left employment.

(b) The Employer agrees that regular employees laid off and not terminated for cause (drinking, dishonesty, failure to perform work as required, insubordination) shall have seniority rights on rehiring for extra and/or steady jobs subsequently available with the Employer, prior to the hiring of any new employees. Employees shall not be subjected to an unreasonable distance in rehiring.

(c) Except in cases of dishonesty, intoxication or gross misconduct, before an employee is discharged, he shall receive a written warning of unsatisfactory conduct with a carbon copy to the Union. The employee receiving such warning shall be given a reasonable opportunity to rectify such conduct.

(d) No employee covered by this agreement shall be suspended, demoted, or dismissed without just and sufficient cause. Any employee claiming unjust dismissal, demotion, or suspension shall make his claim therefor to the Union within three (3) days of such dismissal, etc., otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an employee has been disciplined unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was suspended, demoted or dismissed. Investigation and settlement of any claim shall be made within ten (10) days of the making of such complaint by the employee.

(e) Any and all controversies including those listed in Sub-sections (a), (b) and (c), and any other controversy involving the application and/or interpretation of this agreement which cannot be amicably settled between both parties within ten (10) days from the date of dispute, shall be immediately delegated to a Board of Arbitration, consisting of one Employer or a representative of such Employer, and one individual selected by and representing the Union. The two arbiters so selected shall meet and select an arbiter from among a list of 15 names secured from the Federal Mediation and Conciliation Service by alternately striking names from the list until the last name remains. The parties shall draw lots to determine who shall make the first deletion from the list. The Board of Arbitration shall then meet and hear and determine said controversy within ten (10) days, and the decision of the majority of this Board shall be final and binding upon the parties. All expenses incurred incident thereto by the third Arbiter shall be borne equally by the Employer and the Union. Both parties shall endeavor to extend to the other the courtesy of notifying of action as soon as possible which may be taken which the first party believes will be objectionable to the other.

SECTION XVII - SAVING CLAUSE PROVISIONS

(a) This agreement supersedes and nullifies any and all written or oral agreements entered into between the Union and the undersigned Employer.

(b) The provisions of the agreement are deemed to be separable to the extent that if and when a Court of last resort adjudges any provisions of this agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiations and agreement on provision or provisions so invalidated.

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until the First Monday of November, 1964, and from year to year thereafter, with the proviso that should either party desire to change and/or terminate this Agreement, it shall serve a written notice upon the other party of the proposed termination and/or modification not less than sixty (60) days prior to the First Monday of November, 1964, or any anniversary year after 1964.

EMPLOYER:

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, Local #229,
San Diego, California

By _____

By _____
Financial Secretary-Business Manager

INDUSTRIAL SAFETY KIT

1. 2 Packages of 2" Compressed Bandages - 4 per package.
2. 1 Package of 4" Compressed Bandages - 1 per package.
3. 1 Package Amonia Inhalants (10 tubes).
4. Tincture of Methiolate Swabs - 10 Packages.
5. 1 Sterile Gauze (25 - 2 x 2 or equal).
6. 1 Tube Burn Ointment.
7. 1 - 4" Bandage Scissors.
8. 1 - 3-1/2" Tweezers.
9. 2 Tournaquets.
10. 1 - 1 oz. Dropper Bottle Boric Acid Solution for Eyes.
11. 1 Roll Adhesive Tape - 1/2" or 1".
12. First Aid Manual equal to Mine Safety Appliance Co.
13. Metal Box Container.

MAY 17 1963

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Budget Bureau No. 44-R003.11
Approval expires March 31, 1967

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

May 23, 1963

Mr. Max Osslo
Secretary
Amalgamated Meat Cutters and Butcher
Workmen of North America, local 229
~~27x3xStreetx~~ New Address: 2001 Camino Del Rio, San Diego 10, Calif.
San Diego, California

Dear Mr. Osslo:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current union agreement covering the Meat Stores-Retail Meat Stores in San Diego, California.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

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 _____ ↗
2. Name of employer party to agreement approximately 1200
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) San Diego and Imperial Counties, California
4. If more than one employer is party to agreement, indicate number approx. 270
5. Product, service, or type of business Retail distribution of meat and kindred products

Notify me when new BLS collective bargaining agreement studies are issued

Max Osslo
(Your name)
2001 Camino Del Rio
(Street)

Secretary
(Position)
San Diego 10, California
(City and State)