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3-1-1959

Food Stores in Minneapolis, Minnesota and Amalgamated Meat Cutters and Butcher Workmen Local 653

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Food Stores in Minneapolis, Minnesota and Amalgamated Meat Cutters and Butcher Workmen Local 653

Location

Minneapolis, MN

Effective Date

3-1-1959

Expiration Date

3-1-1962

Number of Workers

5500

Employer

No employer specified

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

653

NAICS

44

Sector

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Item ID

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AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N. A.

Local 653, Sec. A.

Food Handlers Division, AFL-CIO

706 1st Ave. No. — Minneapolis, Minn.

FE. 9-1431, Ext. 18-19

Office Hours 8:00-4:00 Monday through Friday

AFL



CIO

March 1, 1959 - March 1, 1962

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N. A.



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**AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF N.A.
LOCAL 653, SEC. A. FOOD HANDLERS
DIVISION, AFL-CIO**

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into by and between the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 653 — Section A — Food Handlers Division, Minneapolis, Minnesota, and vicinity, affiliated with the AFL-CIO, hereinafter referred to as the Union, and _____, hereinafter referred to as the Employer.

ARTICLE I

Recognition of Union

The Union is recognized as the sole and exclusive bargaining agent for all food market employees of the Employer covered under Article V of this Agreement.

After the thirtieth (30th) day following the effective date of this agreement all employees employed on said effective date shall be and remain members of the Union in good standing as a condition of continuing employment during the life of this Agreement. All employees hired after the effective date of this agreement shall be and remain members of the Union in good standing after the thirtieth (30th) day following the beginning of their em-

ployment, as a condition of continuing employment during the life of this Agreement.

ARTICLE II

Hours of Work

Section 1. The basic work week shall be forty (40) hours to be worked in any five (5) days between 7:00 a.m. and 6:00 p.m. for male employees and between 8:00 a.m. and 6:00 p.m. for female employees (except as provided in Section 7 of this Article). The daily hours shall be consecutive, except that each employee shall be given one (1) hour off for lunch each day, except on the day before Christmas when employment ceases as provided in Article III, Section 2 herein. No Employer shall be permitted to work an employee covered herein on a split shift.

Section 2. Any employee working in excess of eight (8) hours per day, forty (40) hours per week, or after 6:00 p.m. shall be paid time and one-half (1½) of their regular rate of pay for all hours so worked. Male employees shall be paid time and one-half (1½) for all work performed before 7:00 a.m. and female employees shall be paid time and one-half (1½) for all work performed before 8:00 a.m.

Section 3. Regular employees who work on the sixth (6th) day of the work week shall be paid not less than one dollar (\$1.00) bonus in addition to the regular rate for eight (8) hours work.

Section 4. (A) A full-time employee shall be entitled to two (2) ten (10) minute rest periods for each eight (8) hour shift without loss of pay, which shall be considered as time worked.

(B) A part-time employee shall receive a rest period of ten (10) minutes for any shift of not less than four (4) hours unless broken by a meal period.

Section 5. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. in night operations shall receive a twenty (20) minute supper period with pay. If said employee takes in excess of twenty (20) minutes the Employer is not required to pay for the supper period.

Section 6. Regular full time employees shall not suffer loss of employment or be rescheduled so as not to receive their full work week between the hours of 8:00 a.m. and 6:00 p.m. in case of female employees and between the hours of 7:00 a.m. and 6:00 p.m. in the case of male employees, as a result of establishing a shorter day operation.

Section 7. It is further provided that in lieu of the provision set forth in Section 1 of this Article

- (a) The regular full time work week for new employees need not be scheduled between the hours of 8:00 a.m. and 6:00 p.m. in the case of female employees (7:00 a.m. and 6:00 p.m. in the case of male employees). The hours worked after 6:00 p.m. will be paid at the rate of time and one-half

(1½) and will be counted as part of the regular work week.

- (b) Present employees who volunteer to accept a work week scheduled on the same basis as new employees may be so scheduled and the hours worked after 6:00 p.m. will be counted as part of the regular work week. The employee's request should be in writing. After an employee has agreed to accept such a work schedule (as provided in sub-section (a) of this Article) he may not later insist on the day time work week as set up in Section 1.
- (c) But in any event full time employees shall not be required to work in excess of two (2) nights per week.

ARTICLE III Holidays

Section 1. It is agreed that no clerk shall be required or permitted to work on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the day designated as Grocers and Butchers Picnic Day which shall be the third Wednesday in July in 1959, and shall thereafter be scheduled by mutual agreement. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday.

Regular full-time employees shall receive eight (8) hours of straight time pay for each of the above listed holidays not worked.

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Section 2. It is also agreed that all stores shall be closed by 2:00 p.m. on the day before Christmas. It is also agreed that all stores shall be closed on the above mentioned holidays.

In a week in which a holiday occurs, the work week shall be thirty-two (32) hours except during Christmas week when the basic work week shall be twenty-nine (29) hours. Regular employees working on the fifth (5th) day in a holiday week shall be paid the same as the employees who work on the sixth (6th) day in a regular week.

Part-time employees who are employed regularly each week, shall after ninety (90) days from the date of employment, be paid straight time for all hours of work lost when a holiday falls on their regularly scheduled work day. However, in no event shall holiday pay exceed eight (8) hours of straight time pay.

ARTICLE IV
Vacations

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Section 1. All regular employees in the continuous employ of the Employer for one (1) year shall receive two (2) weeks vacation with pay.

Section 2. Any employee who works one thousand forty (1040) hours and over six (6) months during a twelve (12) month period shall be entitled to a pro-rated vacation based upon his straight time rate of pay at the time of taking vacation on the basis of two (2) weeks of vaca-

tion per year. The twelve (12) month period shall be computed from the employee's anniversary date.

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Section 3. All regular employees in the continuous employ of the Employer for ten (10) years shall receive three (3) weeks' vacation with pay.

Section 4. If a holiday falls during employee's vacation, he or she shall receive an extra day of vacation or the equivalent in pay. Employee shall receive vacation pay on eve of vacation.

ARTICLE V

Wages — Minimum Wages for the Basic Work Week

Length of service shall be computed as that served by the employee with the undersigned Company or served as a member of Local 653 — Sec. A.

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**(1) FULL-TIME
MALE EMPLOYEES**

	Effec. 3-1-59		Effec. 3-1-60		Effec. 3-1-61	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
1st 6 Months..	\$69.50	\$1.74	\$70.50	\$1.76	\$75.50	\$1.89
2nd 6 Months..	73.50	1.84	74.50	1.86	79.50	1.99
After 1 Year...	79.00	1.975	80.00	2.00	85.00	2.125
After 2 Years..	84.00	2.10	85.00	2.125	90.00	2.25
After 3 Years..	88.50	2.21	89.50	2.24	94.50	2.36

Overtime Pay Rates

	1959	1960	1961
1st 6 months	\$2.61	\$2.64	\$2.8350
2nd 6 months	2.76	2.79	2.9850
After 1 year	2.9625	3.00	3.1875
After 2 years	3.15	3.1875	3.3750
After 3 years	3.3150	3.36	3.54

**(2) FULL-TIME
FEMALE EMPLOYEES**

1st 6 Months..	61.00	1.525	61.00	1.525	65.00	1.625
2nd 6 Months..	64.00	1.60	64.00	1.60	68.00	1.70
After 1 Year...	68.00	1.70	68.00	1.70	72.00	1.80
After 2 Years..	70.50	1.76	70.50	1.76	74.50	1.86
After 3 Years..	74.00	1.85	74.00	1.85	78.00	1.95

Overtime Pay Rates

	1959	1960	1961
1st 6 months	\$2.2875	\$2.2875	\$2.4375
2nd 6 months	2.40	2.40	2.55
After 1 year.....	2.55	2.55	2.70
After 2 years.....	2.64	2.64	2.79
After 3 years.....	2.7750	2.7750	2.9250

When an employee who has at least the equivalent of one (1) full year's experience in a produce department is given the responsibility of Head Produce Clerk, he shall receive an additional Three Dollars (\$3.00) per week. The responsibility shall include buying (or ordering), pricing and display to the public.

A part-time clerk is defined as an employee who works an average of less than twenty-five (25) hours per week for four (4) consecutive weeks and shall be paid not less than the following minimum rates of pay per hour:

	Effective 3-1-59	Effective 3-1-60	Effective 3-1-61
(3) (a) Part-time help, male or female, 18 years of age or over.....	\$1.45	\$1.53	\$1.60
(b) Part-time help, male or female, with one (1) year's experience..	1.45	1.53	1.60
(c) Part-time help, male or female, under 18 years of age and with less than one (1) year's experi- ence	1.20	1.28	1.35
Overtime rate	\$2.1750	\$2.2950	\$2.40
Overtime rate	1.80	1.92	2.0250

Those part-time employees who work in excess of the hours shown above shall be paid in accordance with the full-time rate of pay provided herein for the number of hours worked. When a part-time employee acquires a full-time progression rate and is reduced below twenty-five (25) hours he shall retain the rate he has acquired but shall not continue on periodic progression.

(d) Employees whose work is limited to bagging, carrying out and cleaning (this does not include any shelf stocking, case stocking or counter work) shall be paid One Dollar and Fifteen Cents (\$1.15) per hour before 6:00 P.M. and One Dollar and Twenty-Five Cents (\$1.25) per hour after 6:00 P.M. (Effective March 1, 1960, One Dollar and Twenty Cents (\$1.20) before 6:00 P.M. and One Dollar and Thirty Cents (\$1.30) after 6:00 P.M.; effective March 1, 1961, One Dollar and Twenty-Five Cents (\$1.25) before 6:00 P.M. and One Dollar and Thirty-Five Cents (\$1.35) per hour after 6:00 P.M.)

(e) Bagger and carryout boys working in excess of eighteen (18) hours per week shall be paid in accordance with Sections (a), (b), and (c) of this Article.

Regular full-time male employees only, who are qualified to do the work available, shall have first preference in accordance with their seniority in each individual store for up to three (3) hours of scheduled employment at the time and one-half ($1\frac{1}{2}$) rate in accordance with the provision of Section 2, Article II of this Agreement.

This shall not be construed to mean that an employee employed on a regular schedule as permitted under Section 7 of Article II may be deprived of the time and one-half ($1\frac{1}{2}$) hours included in his regular schedule or that such an employee shall be entitled to additional hours at the time and one-half ($1\frac{1}{2}$) rate.

It is agreed that the scale of wages herein contained is a minimum scale only, and that nothing herein shall be used to defeat the intent and purpose of this Agreement.

Any one who has been receiving more than the minimum shall not have his or her wages cut or hours lengthened. Employees may be paid above the minimum set forth herein at the sole discretion of the Employer.

ARTICLE VI

Discharge

No employee shall be discharged without good and sufficient cause. Dishonesty, drunkenness, gross inefficiency will be considered as cause for dismissal. Over supply of help will be considered as cause for layoff.

ARTICLE VII

Miscellaneous

Shop Steward. The Employer shall recognize a Shop Steward appointed by the Union. However, the performance of his duties shall not unreasonably affect his work and shall not interfere with the operation of the business.

Picket Line Clause. It shall not be construed to be a violation of this Agreement for an employee to refuse to cross a picket line of a striking or locked-out union.

Labor-Management Committee. A Committee composed of three (3) representatives of the employees and three (3) representatives of the Employers shall be established for the purpose of studying and attempting to resolve union-industry problems. The Committee shall meet for the purpose of setting up rules of procedure.

Bereavement. Each regular employee on the seniority list shall be entitled to up to a maximum of three (3) days of leave as required, with pay, in the event of a death occurring within his immediate family. Immediate family is

defined as including only the employee's spouse, parent, children, brother or sister.

Leave of Absence. The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Company in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority.

ARTICLE VIII

Pension

A pension program to be jointly administered by the Union and the Employers shall be established into which the Companies signatory to this Agreement agree that as of February 29, 1960, they will make payments of Four Dollars (\$4.00) per week for each employee working an average of over twenty-five (25) hours per week for each week such employee appears on the payroll into a fund for the purpose of providing a pension program.

ARTICLE IX

Arbitration

Any complaint to be processed under this Article must be registered within ten (10) days by either party to this Agreement except as to the payment or non-payment of the applicable wage rate (including any premium or overtime rate), vacation, holiday or bereavement pay. Grievances having to do with the payment or non-payment of the applicable wage rate, vacation, holiday or bereavement pay, may be raised at any time during the life of this Agreement and in case of violation, may be enforced

retroactively back to the effective date of this Agreement or date of violation, whichever is later.

Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his representative. Any controversy which cannot be so settled promptly shall be referred to a Board of Arbitration consisting of one (1) representative to be selected by the Employer and one (1) representative to be selected by the Union. The representatives so selected shall meet within three (3) days of their appointment and select a third (3rd) member of the Board who when so selected shall act as Chairman. Upon failure of the representatives so selected to agree upon a Chairman within a further three (3) day period, both parties agree that the Conciliation Service of the State of Minnesota shall be called upon to appoint a Chairman. The Board shall meet as promptly as possible within a ten (10) day period and shall render its findings and decision within five (5) days after conclusion of the hearings. The decision of the majority of the Board of Arbitration shall be final and binding on all parties concerned.

The expense of the Chairman shall be divided equally between the Employer and the Union.

ARTICLE X

Seniority

For those Employees who work 40 hours per week or more:

Seniority is defined as the length of the employee's service with each signatory company throughout the operations within the bargaining unit.

Regular full-time employees employed to work the basic work week set forth in Article II hereof shall acquire seniority within the store thirty (30) days after hire and shall acquire seniority within the entire operation of the Employer covered by this Agreement after six (6) months of continuous employment. The employee's seniority shall then date back to his last date of hire.

Seniority shall apply to layoffs and rehire. The last employee hired shall be first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below forty (40) hours per week shall be considered a partial layoff.

A full-time employee who is unavailable for reasons of his own convenience, even though he accepts part-time work, shall lose his seniority rights.

For those Employees who work 25 to 40 hours per week: All part-time employees with established seniority as of the effective date of this Agreement and all part-time employees who thereafter work an average of twenty-five (25) hours per week during any four (4) consecutive week period shall have seniority within the individual store. The employee's seniority date shall be the beginning of the four (4) week qualification period.

Seniority shall apply to layoffs and rehire. The last employee hired shall be first laid off, and the last employee laid off shall be the first rehired. A reduction of an employee's work schedule below twenty-five (25) hours per week shall be considered a partial layoff.

Part-time employees with seniority shall be entitled to preference for scheduling of hours within the individual store in the order of their seniority so that no junior part-time employee shall receive more hours of employment than a senior part-time employee. In the event there is a violation of seniority relating to the number of hours

scheduled, the Employer shall correct such violation by re-scheduling during the following four (4) week period. A schedule of hours worked by part-time employees with seniority shall be posted within the store weekly. The time limitation on the filing of such a grievance shall not begin to run until the schedule is posted.

If a part-time employee with seniority declines the opportunity to work the hours to which he is entitled, he shall sign a waiver so stating, and shall lose seniority.

Preference for Full-Time Employment

All part-time employees with the exception of those whose work is limited to bagging, carrying out and cleaning, shall have the option of notifying the Company and the Union in writing within ten (10) days of the execution of this Agreement of their desire to obtain full-time employment. Employees who so notify the Company and the Union shall be given preference for full-time employment if qualified for an available opening by past experience. Part-time employees with seniority as defined herein shall be given such preference throughout the operations of the Employer covered by this Agreement. Part-time employees without seniority shall be given such preference within the store in which they are employed. Any employee who notifies the Company and the Union of his desire to obtain full-time employment who later refuses such an opportunity when offered to him shall be subject to dismissal.

A part-time employee who works less than twenty-five (25) hours per week shall acquire no seniority.

Seniority will be terminated if the employee quits, is discharged, fails to return to work within six (6) days after notice by registered letter to his last known address, or absence from the job for any reason other than sickness or injury, for a period in excess of one (1) year. In the instance of pregnancy, an employee shall be required to take a leave of absence no later than the end of the fifth (5th) month of pregnancy, and shall return to work when physically able; however, in no event shall this exceed six (6) months following the birth. Seniority shall not accumulate while an employee is off as a result of pregnancy.

At six (6) months intervals thereafter, the Company shall provide the Union with additions and deletions to the company-wide seniority list, including date of hire.

ARTICLE XI

Union Market Card

The Employer agrees to display, in a conspicuous place, the Union Shop Card of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, which is the property of the Union at all times, and may not be sold, and may be withdrawn by the Secretary of the Union, or his deputy from any store for violation of this Agreement.

ARTICLE XII

Linens, Dry Cleaning, Tools

No employees shall be required to pay for linens or dry cleaning, or be required to furnish tools.

ARTICLE XIII
Shelf Stocking

The following items may be stocked by suppliers: bakery goods, cookies, dairy products (defined as milk, cream, butter, cottage cheese and ice cream), cosmetics, baby foods, spices, household wares and magazines. The stocking of these items will be held to the minimum consistent with good operation. The above limitation shall not apply to the setting up of an initial display.

ARTICLE XIV
Terms of Agreement

THIS AGREEMENT shall supersede all previous agreements, either oral or written, and shall be effective as of March 1, 1959, and continue in full force and effect until March 1, 1962, and thereafter unless a written notice be given by either party sixty (60) days prior to March 1, 1962, or the annual anniversary of the contract. Provided however, changes affecting work schedules or seniority shall become effective the first of the week following date of acceptance.

SIGNED THIS _____ DAY OF _____, 1959

ACCEPTED FOR:

AMALGAMATED MEAT CUTTERS & BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL NO.
653 - SECTION A.

JEROME J. UTECHT
Secretary-Treasurer

ACCEPTED FOR:

EMPLOYER

SICK AND DEATH BENEFIT BY-LAWS

Food Handlers Division Local 653 - Sec. A

Sick Benefits

All members in continuous good standing and good health for one (1) year or more, and two (2) years over the age of 50 (50), who become sick or incapacitated, shall be paid from the sick, accident and death fund and shall be governed by the following rules: All members must be in good health at time of joining the Union in order to participate in the sick and death fund.

Eligibility:

All members must belong to the Food Handlers Local 653-A for a period of one year, before they are entitled to any benefits. A member in good standing is defined as: a member who has paid a full time initiation fee and dues in full. The date he makes the final payment on initiation fee and pays the dues in full including the current month is the month in which the twelve month period is computed from. Any member who is thirty days in arrears with his dues shall be deprived of all benefits and shall not receive any benefits until he is in good standing again with the Local twelve months prior to claim for sick benefits.

If an employee is covered by Workmen's Compensation, he or she would not be eligible for benefits through this Local. There shall be no benefits paid for sickness or injury resulting from unlawful acts or from immoralities.

Amounts Receivable:

There shall be no sick benefits paid for the first week of sickness, unless a member is out a period of 4 weeks, then the first week is included. Only one sick benefit

shall be paid for any one illness, regardless of the duration or re-occurrence.

Benefits are \$20.00 per week for a total of six weeks in any twelve month period.

How To Make Application:

A MEMBER MUST CALL the Union Office and report his illness within a 30 day period. The Union Office in turn will send forms directly to the doctor. Please call the Union Office when you are released to go back to work. The Board of Trustees shall constitute the Advisory Board of sick claims and all sick claims must be inspected and approved by said Board.

Death Benefits

On and after July 1, 1926, all those Members of Local 653 Section A. joining the Organization who have reached their fiftieth birthday, shall be entitled to a death benefit of \$200.00 providing such member has been in continuous good standing in the Local Union for a period of two years immediately preceding his or her death benefit.

The payment of death claims for Members of Local 653 Section A. Food Handlers shall be: After having been a member in good standing for a period of one year, \$150.00 and after having been a Member in good standing for a period of two years, \$300.00 and after having been a Member in good standing for a period of three years \$500.00.

A grace period of forty-five days shall be allowed all Members participating. If any member dies, having paid all previous dues on time and not the last month's dues, providing he or she is not more than forty-five days in

arrears, the Local shall pay the claim in full. However; if any Member dies and is more than forty-five days in arrears the claim shall not be paid and all moneys so paid shall be forfeited. A member's dues must be paid in the month in which death occurs. A member in good standing is clearly defined under ELIGIBILITY in the sick benefits.

All moneys collected for the sick, accident and death fund shall be kept in a separate fund. All claims payable shall be paid from this fund. In the event that the Local has more claims than funds in the sick, accident and death fund, the said fund shall be supplemented by Local Assessments to meet all outstanding claims.

Sick and death benefit by-laws may be changed at any time by vote of the general membership.

BLOOD BANK

Have you joined your Blood Bank? Your donation of 1 pint of blood is cheap insurance for you and your family. For further information call your Union Office.

CREDIT UNION

Your Credit Union welcomes the chance to help you! Are you in need of assistance for taxes — medical bills — vacations or an automobile? See your Credit Union first.

For additional information, please call your Union Office.

MEETINGS HELD

1st MONDAY OF EACH MONTH

8:00 P.M.

AT 706 1st AVE. N.

6178-010.6039F021-01