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11-17-1974

Kroger Company and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 227 (1974)

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Kroger Company and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 227 (1974)

Location

IN; KY; IL

Effective Date

11-17-1974

Expiration Date

11-19-1977

Number of Workers

125

Employer

Kroger Company

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

227

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT

By and Between

AUG 20 1975

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*Part of
6819*

**The Kroger Company
Meat Plant**

And

**Amalgamated Meat Cutters
& Butcher Workmen
of North America
Local No. 227,**

Affiliated with the A.F.L.-C.I.O.

*125
ees*

*Supplement
Meat Plant*

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MEAT PLANT SUPPLEMENT

This Agreement entered into November 17, 1974 by and between The Kroger Co. of Louisville, Jefferson County, Commonwealth of Kentucky, its successors and assigns, hereinafter designated as the Employer, and the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 227, affiliated with the AFL-CIO, hereinafter designated as the Union.

ARTICLE 1 Intent and Purpose

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

ARTICLE 2 Coverage

The Union shall be the sole and exclusive bargaining agent for all employees of the Employer's stores currently operated by the Louisville Division, except store managers and parking lot attendants. It is understood, however,

that the employees of the Employer's stores in Evansville, Princeton and Vincennes, Indiana, Henderson, Kentucky, and Mt. Carmel and Olney, Illinois, and the grocery department employees of the Cynthiana, Kentucky, store excluding store managers are represented by other bargaining agents and are excluded from this coverage. The Union shall be the sole and exclusive bargaining agent for all employees of the Employer in the Meat Plant working in these classifications shown in Schedule "B" of this Agreement.

ARTICLE 3 Shop Conditions

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

B. The Employer agrees to first call the Union when hiring new help. However, if competent help cannot be supplied by the Union, in the judgment of the Employer, the Employer reserves the right to employ other help subject to Section A of this Article.

C. The Employer shall, for the term of this Agreement, deduct initiation fees, as authorized, and shall deduct 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 promptly remit all sums deducted in this manner to the Secretary-Treasurer of Local 227.

ARTICLE 4 Management Rights

The management of the business and the direction of the working forces, including the right to plan, direct, and control plant operations, hire, suspend or discharge for proper cause, relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the Meat Plant, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the em-

ployees, and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 5 Dispute Procedure

A. The Employer will recognize a shop steward or stewards.

B. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement either party may file a grievance. 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 and-or the shop steward and-or the Union representative and the immediate supervisor. If the grievance is not settled in this first step it shall within seven (7) calendar days be reduced to writing, signed by the aggrieved employee and referred to Step 2.

Step 2. By conference between an official and-or steward of the Union and the Plant Manager. If the grievance is not settled in this second step it shall, within seven (7) calendar days, be referred to Step 3.

Step 3. By conference between an official or officials of the Union and the Division Vice President, a representative of the Employer so delegated by the Division Vice President or both.

Step 4. In the event the last step fails to satisfactorily settle the complaint, it shall within seven (7) calendar days be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the representative of the Union and one (1) person appointed by the Employer. Said two (2) persons shall within seven (7) calendar days after disagreement in Step 3 request the Federal Mediation and Conciliation Service to submit a panel of fifteen (15) arbitrators from which the third arbitrator may be chosen. Additional panels may be requested as needed. The decision of the majority shall be binding on the Employer, the Union and the employee. It is understood that the Board of Arbitration is not empowered to change, modify, or alter this Agreement or any supplement thereof. The expense of the third arbitrator shall be shared jointly by the Union and the Employer.

D. The Employer may at anytime discharge any employee for cause. The Union may file a written complaint with the Employer asserting that the discharge was improper. Such

complaint must be presented within seven (7) calendar days and referred to Step 3.

E. No grievance will be discussed unless the outlined procedure has been followed.

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

G. The Plant Manager shall grant access to the Plant during working hours, to any accredited Union official for the purpose of satisfying himself that the terms of this Agreement are being complied with.

H. Grievances must be taken up promptly and no grievance will be considered or discussed which are presented later than seven (7) calendar days after such has happened.

I. At any step in the grievance procedure, the Executive Board of the local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

J. No constructive advice record will be used against any employee after it has been in effect for two (2) years.

ARTICLE 6
No Strike, No Lockout

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

B. However, no employee shall be required to cross a legal labor picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line it will discuss such action with the Employer. The Union agrees that in the event of an unauthorized strike, it will do all in its power to help effect a prompt and fair settlement and avoid unnecessary stoppage of work.

ARTICLE 7
Wages

Rates of pay and pay schedules as set forth in Wage Schedule "B", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

ARTICLE 8
Working Conditions

A. The hours for each full time employee shall be scheduled by the Employer. The Employer will post a work schedule for the week by noon (12:00) Friday of the preceding week. The weekly schedule will not be reduced for any employee once the schedule is posted.

B. The basic work week shall be forty (40) hours to be worked in five (5) eight (8) hour days (thirty-two (32) hours to be worked in four (4) eight (8) hour days in a holiday week), Monday through Saturday.

C. All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate. In a holiday week, time and one-half ($1\frac{1}{2}$) will be paid after the employee has worked thirty-two (32) hours at the straight time rate. Overtime shall be paid on the daily basis or weekly basis, whichever is greater, but in no case on both.

D. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. However, where dacron or other similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee. The Employer shall pay for sharpening tools.

E. Employees shall be allowed one-half ($\frac{1}{2}$) hour without pay for lunch.

F. Employees shall have a fifteen (15) minute rest period for each half of a working day. Such rest period shall be as near the middle of the work period as is possible. Employees shall punch time cards for rest periods. When one (1) hour or more of overtime is to be worked, employees working such overtime shall be given a third (3rd) fifteen (15) minute rest period at the end of the eight (8) hour schedule.

G. It is the intent of the Employer to have fabrication employees in the Meat Cutter and Meat Trainee classifications trained in all cutting jobs. Therefore, these employees will be rotated in all cutting jobs and will be scheduled accordingly.

H. No employee shall be required to work after 5:30 p.m. on Christmas Eve other than in an emergency.

I. Employees shall be allowed at least eight (8) hours off between shifts except in cases of emergency.

J. A copy of all changes in Plant rules shall be sent to the Union.

K. Raingear will be provided for the spotter.

L. The number of part-time employees in the meat plant will not exceed five per cent (5%) of the total work force of the plant bargaining unit members.

ARTICLE 9
Sunday and Holiday Provisions

A. The following shall be recognized as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or any other day or part thereof declared as a holiday by the Employer in any community. One additional day's pay (maximum of eight (8) straight time hours) shall be paid with vacation pay in lieu of a seventh (7th) holiday for those regular employees (by Employer definition) who qualify for vacation. The employee's birthday shall be recognized as a personal holiday to be observed on a mutually agreed upon day within fourteen (14) days of the actual birthday date.

The day or days pay to be added to vacation pay will not be reduced as a result of the vacation pay reduction method as outlined in Employer policy.

A-1 Effective January 1, 1975, all employees with one (1) or more years of continuous service with the Employer will be entitled to an additional holiday subject to the other provisions of this Agreement. This holiday will be taken as a days pay (maximum of eight (8) straight time hours) to be paid with the first week of vacation or at the employees option may be taken as a mutually agreed upon day. Choice of the days pay must be made by the date of vacation selection. The option of a personal day must be taken no later than November 1

of any year unless the employees anniversary date and first personal day occur after November 1.

B. Work performed on Sundays or the above holidays shall be paid for at two (2) times the straight time hourly rate of pay. Eight (8) hours straight time wages shall be paid for a full days holiday not worked. Where a holiday for part of a day is declared, the employee shall receive eight (8) hours pay for that day provided he worked the designated number of hours for the day. Double time shall be paid for work between 6:00 p.m. Saturday and 6:00 p.m. Sunday. Double time shall be paid for work between 6:00 p.m. on the day before the holiday and 6:00 p.m. on the day of the holiday.

C. Full time employees who work a full week (thirty-two (32) hours) in which a holiday occurs shall receive eight (8) hours straight time pay in addition to hours worked. Full time employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week. Any hours worked in excess of thirty-two (32) during a week in which one of the above listed holidays occur shall be paid for at the rate of time and one-half (1½) the regular rate of pay. Part-time employees who work thirty-two (32) hours dur-

ing a holiday week shall receive holiday pay on the same basis as full-time employees, and part-time employees regularly working thirty-two (32) or more hours per week will not be reduced below thirty-two (32) hours in a holiday week to avoid payment of holiday pay.

D. A part-time employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holiday set forth in Article 9, A above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

AVERAGE HOURS WORKED	HOLIDAY PAY
20 hours or less	2 hours
Over 20 hrs. to and including 30 hrs.	4 hours
Over 30 hrs. (except as otherwise provided in Para. "B" above)	6 hours

E. Sunday and holiday hours of work shall be included for the purposes of qualifications

for Health & Welfare, Pension, Vacation, and holiday pay.

ARTICLE 11 Seniority

A. In layoffs, rehiring and reduction of hours, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, the Employer shall give due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times, one list for full-time employees and another for part-time employees. There shall be four (4) seniority groups:

1. Meat Trainees and Meat Cutters
2. Meat and Material Handler
3. Wrapper and Packer
4. Sanitor

In the case of vacation selection, layoff, and recall from layoff plant wide seniority shall prevail. An employee on layoff shall have recall rights up to six (6) calendar months.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six

(6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

C. When the Employer needs to schedule additional help in a work area of the meat plant when the weekly schedule is posted, such work will be assigned on one of the following basis:

1. If the Employer needs an unqualified employee, he will assign an unqualified employee in the classification in which the work is needed in order to train him for such work.
2. If the Employer needs a qualified employee, the work will be offered by seniority to qualified employees in the classification in which the work is needed. If senior employees do not want the work, the work will be assigned to less senior qualified employees in such classification starting with the least senior qualified employee, with the understanding that the Employer will at all times have a sufficient number of employees to do the additional work.

D. A part-time employee shall not accumulate seniority over a full-time employee. A part-time employee whose principal occupation is attending school shall not accumulate seniority over a regular employee (by Employer definition). When a part-time employee becomes a

full-time employee, he shall be placed on the full-time seniority list and his seniority date on the full-time list shall be the date that he becomes full-time. When a full-time employee is reduced to part-time, he shall be placed on the part-time seniority list and his date on the part-time seniority list shall be his last date of hire. This provision will not change the seniority date of any employee on the full-time seniority list as of the effective date of this Agreement.

E. Overtime work (at the end of a shift or on an extra day) will be offered to employees who are working in the work area that week by seniority and classification. If senior employees do not want the overtime work, the work will be assigned to less senior employees in the work area starting with the least senior employee in the classification and shift until all employees in the work area are working if necessary. If there still are not enough employees in such work area to complete the work and additional overtime work is necessary, the work will be offered by seniority to qualified employees in the job classification in other work areas and if sufficient employees do not volunteer for the work it will be assigned by inverse seniority to qualified employees in the classification. It is understood that extra work in a classification may be assigned to other available employees who are working at straight time and the above allocation of overtime work applies only where actual overtime work is necessary. In the case of overtime in excess

of ten (10) hours on a shift, that overtime shall be awarded by seniority.

F. Employees desiring to transfer from the store to the meat plant will make their wishes known to the Employer and such employees so transferred will have their seniority transferred to the meat plant. Said employee will maintain their seniority for a period of sixty (60) days under the stores contract in which period they may transfer back to the stores or be transferred by the Employer back to the stores with full seniority rights, provided, however, an employee so transferring from the stores to the meat plant and remaining in the plant will at the end of the sixty (60) day period, relinquish all seniority rights in the stores and be placed at the bottom of the meat plant seniority list, with it being further agreed that in case of a reduction in force or in case the meat plant operation is discontinued during the first ten (10) months following placement on the meat plant seniority list, employees who had transferred to the plant from the stores would have their seniority date in the stores returned for application under the stores contract. Ten (10) months after being placed on the meat plant seniority list, employees who have transferred to the plant from the stores will be given credit for their store seniority and will be placed in the appropriate position on the meat plant seniority list, and said employees will thereafter relinquish all seniority rights in the stores. Once an employee exercises his rights under this paragraph to return to the stores,

he relinquishes all seniority rights in the meat plant.

G. Employees desiring to transfer from the stores to the meat plant will make their wishes known to the Employer and such employee so transferred will have their seniority transferred to the meat plant. Said employee will maintain their seniority for a period of sixty (60) days under the stores contract in which period they may transfer back to the stores or be transferred by the Employer back to the stores with full seniority rights, provided, however, an employee so transferring from the stores to the meat plant and remaining in the plant will at the end of the sixty (60) day period, relinquish all seniority rights in the stores and be placed at the bottom of the meat plant seniority list.

ARTICLE 12 Transfers

A. In the matter of permanent transfers the Employer will notify the Union the day the transfer occurs.

B. In the matter of temporary transfers the senior employee qualified and available will have first refusal. The junior employee must accept the transfer.

C. Meat and Material Handlers who are promoted to the Meat Trainee classification will receive six (6) months experience credit in that classification provided the employee has at

least that much service as a Meat Material Handler. The Employee's rate will then be frozen until this contract rate or length of service provides him with an increase.

D. Job vacancies in the following work areas: ground beef, fabricating line, smoked meat area, cry-o-vec area and post conditioning area of a day or more, will be filled by seniority by classification from a "work area preference list" that will be signed by all employees who desire to do so. Should no employee sign the list for a given area or areas the Employer will assign the least senior employee from another area that would least affect the efficient operation of the plant.

ARTICLE 13 Leave of Absence

A. A leave of absence because of sickness or injury not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time, if requested in writing supported by proper medical evidence prior to each expiration "but in no case shall the leave exceed two (2) years in duration."

B. The Employer agrees to grant the necessary and reasonable 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

capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Leave of absence for Union business shall be granted for a period of one (1) year with extensions on a year to year basis.

ARTICLE 14 On The Job Injury

A. Any full-time employee unable to work because of an injury received during the regularly scheduled work week, and whose injury resulted out of or during the course of employment on the plant premises, shall be entitled to a full day's pay (not to exceed eight (8) hours) for each day lost because of such injury but not to exceed five (5) days (day on which injured plus four (4) days), provided, however, that the employee shall report upon receipt of injury to the plant manager who shall refer the employee to a physician. The physician's decision with respect to length of time required off from the job shall be controlling; provided further that nothing in this provision shall affect any rights accruing to either party under the Workmen's Compensation Act of the State, and that the Employer shall receive credit for any payment made under this pro-

vision should any compensation be awarded in accordance with the States Workmen's Compensation Act.

B. The Employer shall compensate Employees for scheduled time lost due to return visits to the doctor which result from an on the job injury.

ARTICLE 15 Vacations

A. All "regular employees" (by Employer definition) will be entitled to vacations according to the policy of the Employer, a summary of which is attached in Schedule "A", except that employees with eight (8) or more years continuous service shall receive three (3) weeks vacation, employees with fifteen (15) or more years continuous service shall receive four (4) weeks vacation, and employees with twenty (20) or more years of continuous service shall receive five (5) weeks vacation.

B. When a holiday occurs during a full time employee's scheduled vacation, the employee shall receive either an extra day of vacation at the end of his regular vacation or pay in lieu thereof, as determined by the Employer.

C. A part time employee who is not entitled to vacations according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided in the policy of the Employer for regular employ-

ees except that the maximum vacation shall be two (2) part time weeks and part time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52) as follows:

AVERAGE HOURS WORKED	VACATION
20 hours or less	10 hours
Over 20 hours to and including 30 hours	20 hours
Over 30 hours	30 hours

When a part time employee is reclassified to regular status, the number of weeks of vacation that he is then entitled to as a part time employee shall not be changed as a result of such reclassification and his vacation for the year in which he is reclassified to regular shall be figured on average straight time hours worked during such year. Conversely, when a regular employee is reclassified to part time, his vacation for the year in which he is reclassified shall be figured on the average straight time hours worked during such year.

D. No employee shall work in a week in which his vacation occurs.

E. The Employer will determine the number of employees from each classification to be on vacation in each calendar week. It is further agreed that vacation selection shall be on a plant wide seniority basis. The vacation schedule shall be posted in January for selection by March 15.

F. Full time employees will receive vacation pay on the basis of forty (40) hours straight time wages for each week of vacation subject to the provisions as outlined in "Schedule A" of this Agreement.

ARTICLE 16 Military Service

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

ARTICLE 17 Union Cooperation

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

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

C. It shall be the policy of the Employer to notify the Union of employee deficiencies. The Union agrees to cooperate in the correction of

inefficiencies of members which might otherwise necessitate discharge.

D. The Union and its members agree to make an earnest effort to recommend new employees to the Employer and to aid in decreasing labor turnover in the plant.

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

ARTICLE 18 Separability

Any portion of this Agreement which becomes inoperable as a result of State or Federal Law shall automatically be deleted from this Agreement. The remaining sections of this Agreement shall continue to be binding upon the parties.

ARTICLE 19 Death in Family and Jury Duty

A. In the event of a death in a full time employee's immediate family, the following will apply:

1. Regular pay for time off through the day of the funeral but not to exceed three (3) scheduled working days, provided such pay does not exceed the equivalent of forty (40) hours of pay at straight time rate.

2. The immediate family consists of spouse, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, and children of the employee or any relative living in the home of the family or with whom the employee is living. In the case of the death of an employees brother-in-law or sister-in-law (either spouses of his sister and brother or the employees' spouse's sister and brother) the employee will be allowed one (1) day off with pay to attend the funeral.
3. An employee must attend the funeral to qualify for pay as outlined in this Section.
 - (1) Part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be paid straight time pay for scheduled hours off through the day of the funeral but not to exceed three (3) scheduled work days.
 - (2) The immediate family consists of spouse, parent, children, sister and brother of the employee.
 - (3) The employee must attend the funeral in order to qualify for pay as outlined in this section.

B. A full time employee who is subpoenaed for jury service shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for the normal

work week. However, where parking expenses are incurred by the employee while on jury service that sum of money may be deducted from the jury fees and retained by the employee upon presentation of a receipt.

C. Any employee who appears in court on behalf of the Employer shall be paid for the time so spent at the employee's straight time hourly rate.

ARTICLE 20 Bargaining Unit Work

It is not the policy of the Employer to have management people scheduled to perform bargaining unit work. It is the policy of the Employer to preserve the right to perform any operation or function in the facility for training or demonstration purposes, to develop new techniques or products or to handle emergency situations.

ARTICLE 21 Health and Welfare

A. The term "eligible employee" shall mean an employee who worked an average of twenty-eight (28) hours per week for a period of four (4) consecutive calendar weeks (112 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 four (4) consecutive calendar weeks (112 hours) and such date shall hereinafter be referred to as his eligibility date.

B. The Employer shall contribute fifty-eight dollars and fifty cents (\$58.50) per month (effective November 1, 1975, sixty-six dollars and fifty cents (\$66.50) per month per eligible employee to the Health & Welfare Trust Fund entered into by the parties hereto, pursuant to a Health and Welfare Trust Agreement for the purpose of providing such health and welfare benefits. Such health and welfare trust fund shall be jointly administered Employer and Union trust fund.)

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

1. A layoff 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 twenty-eight (28) hours or more per week for four (4) consecutive calendar weeks (112 hours).

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

1. In case of a non-work accident, one (1) months 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, six (6) months contributions including 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. This obligation shall not be required when an employee is discharged for just cause or resigns to go into business for himself.

E. It is further understood and agreed that all employees covered by this collective bargaining agreement shall as of midnight January 31, 1972, be ineligible to participate in, be covered by or receive benefits from any Employer paid, Employer sponsored employee paid or Employer / employee jointly paid insurance policy, program, or benefit in effect prior to that date.

ARTICLE 22 Pension

A. The Employer shall pay forty-three dollars and thirty cents (\$43.30) per month (effective April 1, 1975 fifty-two dollars (\$52.00) per month and effective April 1, 1976 sixty-three dollars and fifty cents (\$63.50) per month for employees who work an average of twenty-eight (28) hours or more per week for four (4)

consecutive weeks, into the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund. The first contributions under this Section shall be due and payable by the tenth (10th) of the month following initial liability.

B. The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall among other things, provide that all benefits under the plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

C. Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec. 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

D. A copy of the Trust Agreement and any Amendment thereto shall be made a part hereto, as herein at length set forth . . . Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

E. Contributions for a new employee will be made on the first of the month following the completion of twelve (12) consecutive weeks in which the employee has averaged thirty-two (32) hours or more per week. Effective January 1, 1972, contribution for new employees will not be paid until the first of the month following a full thirty (30) days of employment.

F. In case of compensable injuries, the Employer will make contributions for six (6) months including the month in which the injury occurred.

ARTICLE 23 Expiration

This Agreement shall take effect November 17, 1974 and continue through November 19, 1977, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or changes in the terms of this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 10th day of February, 1975.

FOR THE UNION:
William R. Ballinger
Melvin C. Kraft
Edward N. Sims

FOR THE EMPLOYER:
Richard J. Metzgar
G. Donald Summers

SCHEDULE "A" - VACATION POLICY

1. ELIGIBILITY

- A. A regular employee will be eligible for a one-week vacation as of the first anniversary of his beginning date of continuous full time service, provided he has completed one year of continuous full-time service as of that date.
- B. After qualifying for his first one-week vacation, a regular employee who has completed one year of continuous full-time service (but less than three years) prior to January 1 is eligible for a one-week vacation as of January 1.
- C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.
- D. After qualifying for his first two-week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

2. VACATION PAY

- A. Employees will be paid their straight time earnings for their basic work week.

B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS

A. Vacations must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th and 13th periods may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.

B. If an employee qualifies for a one-week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.

C. Choice of vacation dates will be granted on the basis of seniority; except that the Employer reserves the right to grant vacations to any employee when his absence will least affect the operation.

4. SEPARATIONS

A. If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. EFFECT OF ABSENCE LEAVES

- A. Leaves 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; leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totaling more than 270 days shall disqualify for vacation.

SCHEDULE "B" WAGES

	Eff. 11-17-74	Eff. 5-18-75	Eff. 11-16-75	Eff. 5-16-76	Eff. 11-14-76	Eff. 5-15-77
MEAT PLANT						
MEAT CUTTER	\$6.14	\$6.29	\$6.54	\$6.64	\$6.89	\$6.99
MEAT TRAINEE						
Start	3.60	3.75	4.00	4.10	4.35	4.45
After 6 months	4.16	4.31	4.56	4.66	4.91	5.01
After 12 months	4.45	4.60	4.85	4.95	5.20	5.30
After 18 months	5.02	5.17	5.42	5.52	5.77	5.87
After 24 months	6.14	6.29	6.54	6.64	6.89	6.99
MEAT & MATERIAL HANDLER	5.32	5.47	5.72	5.82	6.07	6.17

SANITOR

Start	4.72	4.87	5.12	5.22	5.47	5.57
After 6 months	4.89	5.04	5.29	5.39	5.64	5.74
After 12 months	5.08	5.23	5.48	5.58	5.83	5.93

WRAPPER & PACKER

Start	3.52	3.67	3.92	4.02	4.27	4.37
After 6 months	3.79	3.94	4.19	4.29	4.54	4.64
After 12 months	3.95	4.10	4.35	4.45	4.70	4.80
After 18 months	4.11	4.26	4.51	4.61	4.86	4.96
After 24 months	4.42	4.57	4.82	4.92	5.17	5.27
After 36 months	4.90	5.05	5.30	5.40	5.65	5.75

1. When the Employer feels it necessary to appoint a leadman, the person appointed will receive a rate of ten (10c) cents per hour more than the rate of the highest job in the group which he leads.
2. The night shift premium shall be ten cents (10c) per hour for all hours worked on all shifts beginning after 4:00 p.m. but before 4:00 a.m.
3. Meat and Material Handler classification shall receive a fifteen cents (15c) per hour knife handling premium for all hours worked in Beef Receiving.

SCHEDULE "C"
COST OF LIVING

For the term of this Agreement, all classifications of employees indicated in Schedule "A" Wages shall be covered by the provisions of a Cost-of-Living allowance, as set forth below.

The amount of the Cost-of-Living allowance shall be determined and re-determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1957=100) and referred to herein as the "index".

The first Cost-of-Living allowance shall be effective May 16, 1976, based on the difference between the index figure of August, 1975, and the index figure of February 1976.

The second Cost-of-Living allowance shall be effective November 14, 1976, based on the difference between the index figure of February, 1976 and the index figure of August, 1976.

The third Cost-of-Living allowance shall be effective May 15, 1977 based on the difference between the index figure of August 1976 and the index figure of February, 1977.

The basis of adjustment shall be a one cent (1c) per hour allowance for every four-tenths (.4) increase in the index during the above stated

reviews. A decrease in the index will reduce any Cost of Living allowance in effect on the same basis but will not effect the contract rates as they appear in the agreement.

The Cost-of-Living allowance will not be added to or become a part of the rates of pay.

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