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Collective Bargaining Agreements

4-8-1984

No employer specified and United Food & Commercial Workers, AFL-CIO, Local 576 (1984)

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No employer specified and United Food & Commercial Workers, AFL-CIO, Local 576 (1984)

Location

Jackson Co., MO; Clay Co., MO; Platte Co., MO; Cass Co., MO; Wyandotte Co., KS; Johnson Co., KS

Effective Date

4-8-1984

Expiration Date

April 1986

Number of Workers

Unknown

Employer

No employer specified

Union

United Food and Commercial Workers

Union Local

576

NAICS

44

Sector

P

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Comments

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**Greater Kansas City
RETAIL MEAT CUTTERS CONTRACT
April 8, 1984 through April 5, 1986
United Food & Commercial Workers Local 576,
Affiliated with U.F.C.W.I.U., A.F.L.-C.I.O.
AGREEMENT**

This agreement is between UNITED FOOD & COMMERCIAL WORKERS LOCAL 576, an affiliate of the United Food and Commercial Workers International Union, A.F.L.-C.I.O., hereinafter called the Union, and

operating markets in the Greater Kansas City Area, hereinafter called the Employer. The Greater Kansas City Area, as defined herein shall consist of Jackson, Clay, Platte and Cass Counties of Missouri; Wyandotte and Johnson Counties of Kansas.

ARTICLE I

Union Security

The Employer recognizes the Union as the sole collective bargaining agency for all meat department employees coming under this agreement and working in the Employer's retail stores in the Greater Kansas City area.

On and after the thirty-first (31) day following the signing date of this Agreement all employees on said signing 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 signing date of this Agreement shall be and remain members of the Union in good standing on and after the thirty-first (31) day following the beginning of their employment, as a condition of continuing employment during the life of this Agreement.

ARTICLE II

Hiring Hall Clause

a) In the interest of maintaining an efficient system in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties agree to the following system of referral of applicants for employment:

1. The Union shall be the sole and exclusive source of referrals of applicants for employment.
2. The Employer shall have the right to reject any applicant for employment.
3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.
4. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies.
5. Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualification, skill or the employer reference.
6. In the event the Employer violates any provision of this section and is notified by the Union, and fails to correct said violation or violations within 48 hours after receipt of notice by registered or certified mail from the Union, the Union shall have the right to immediately subject Employer to the termination of this Agreement, notwithstanding any provision of this contract to the contrary.

b) The Union or its agent will furnish each such required competent workman entered on said list or register to the Employer by use of a written referral and will furnish such workmen from the Union's open register in the manner and order following:

**MEAT CUTTERS AND MEAT CUTTER
APPRENTICES**

Group No. 1: The specifically named workmen who have been recently laid off or terminated by an Employer now desiring to re-employ the same workmen provided they are available for employment.

Group No. 2: All applicants for employment who have four (4) years or more qualified experience in the trade, who are recognized as journeyman meat cutters, are residents of the geographical area constituting the normal labor market, and who have been employed for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

Group No. 3: All applicants for employment who have four (4) years or more qualified experience in the trade, who are recognized as journeyman meat cutters.

Group No. 4: All applicants for employment who have three (3) years or more qualified experience in the trade, who are recognized as journeyman meat cutters, are residents of the geographical area constituting the normal labor market, and who have been employed for a period of at least six (6) months in the last three (3) years under a collective bargaining agreement between the parties to this agreement.

Group No. 5: All applicants for employment who have three (3) years or more qualified experience in the trade, who are recognized as journeyman meat cutters.

Group No. 6: All applicants for employment who have two (2) years or more qualified experience in the trade, who are recognized as journeyman meat cutters.

Group No. 7: All applicants for employment as Meat Cutters who have worked at the trade for more than one (1) year.

Group No. 8: All applicants for employment as Meat Cutters with less than one (1) year experience, or no experience at the trade.

WRAPPERS

Group No. 1: The specifically named workers who have been recently laid off or terminated by an Employer now desiring to re-employ the same workers provided they are available for employment.

Group No. 2: All applicants for employment who have two (2) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market and who have been employed for a period of at least one (1) year in the last three years under a collective bargaining agreement between the parties to this agreement.

Group No. 3: All applicants for employment who have two (2) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market.

Group No. 4: All applicants for employment who have one (1) or more years of qualified experience, who are residents of the geographical area, constituting the normal labor market and who have been employed for

a period of at least three (3) months in the last two (2) years.

Group No. 5: All applicants for employment as Wrappers who have one (1) or more years qualified experience.

Group No. 6: All applicants for employment as Wrappers with less than one (1) year experience, or no experience at the trade.

c) Reasonable advance notice for full time employees (but not less than 24 hours) will be given by Employer to the Union or its agent upon ordering such workmen, and in the event that within ninety-six (96) hours after such notice, the Union or its agent shall not furnish such workmen, the Employer may procure workmen from any other source or sources.

d) Reasonable advance notice for part time help (but not less than 24 hours) will be given by Employer to the Union or its agent upon ordering such workmen, and in the event that within twenty-four (24) hours after such notice, the Union or its agent shall not furnish such workmen, the Employer may procure workmen from any other source or sources.

If workmen are so employed, the Employer shall within twenty-four (24) hours report to the Union or its agent such workmen by name, and Social Security Account Number.

- e). 1. The Union will maintain an "out of work" register which shall list the applicants within each group chronological order of the dates they register their availability for employment.
2. Any applicant referred by the Union who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to other Employers in accordance with the position of his group and his place within the group.
3. An exception shall be allowed in the foregoing referral groups when an employer states bona-fide requirements and needs for special skills, abilities and responsibilities in his request for an applicant. In such instance the Union shall refer the first applicant on the "out of work register" possessing such skills and abilities.
4. An applicant who has registered with the Union requesting referral to employment shall have his card removed from the "out of work register" when he:
 - a) Is employed following referral;
 - b) Refuses to report to the Employer to which he is referred by the Union within twenty-four (24) hours after notice of referral. However, he may register again and be placed in register according to the last date he registered;
 - c) Fails to notify the Union at least once every fifteen (15) days of his desire to remain on the "out of work register" for referral to employment.

ARTICLE III

Recognition and Jurisdiction

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees who are engaged in the receiving, cutting, grinding, slicing, curing, displaying, preparing, processing, sealing, wrapping, bagging, pricing, prefabricating and selling of all meat products, sausage, poultry, rabbits, fish and seafood products, canned hams, bacon, pork loins and picnics, whether such products are fresh, frozen, chilled, cooked, cured, smoked or barbecued, including those employees operating equipment used in wrapping, cubing, tenderizing of such meat products and who perform their duties in all areas where such products are prepared, displayed and offered for retail sale in service or self-service cases located in retail markets that are presently owned, leased, ac-

quired, operated or supervised by the Employer during the period of this Agreement. All services as indicated above shall be performed by employees covered by this Agreement. ~~The aforesaid shall not preclude the Employer from purchasing and selling fresh prepackaged, case-ready, unpriced, chill-pack whole, cut-up, and parts of chickens, fresh fish, seafood, pre-sliced liver, pre-sliced salt pork and possibly other products determined after discussion with and approval by the Union.~~

The foregoing provision is not intended and will not be interpreted to prevent Employer from following practices in or out of its stores which have been followed in the past by a store covered by a Greater Kansas City Retail Meat Cutters Contract, which expired October 3, 1965, and is not intended by this provision to prevent the Employer from cutting, packaging or otherwise handling meat at a central point in Greater Kansas City if the work previously performed at the Employer's store would be performed by members of the Union under a contract stipulating the rates provided for in this contract with hours and working conditions tailored to fit the operation.

It shall not be required to price merchandise which has a UPC label only or which has a UPC label and has been pre-priced with a price stated in dollars and cents by a supplier or manufacturer in stores equipped with scanners.

Meat merchandisers and meat supervisors may handle the product when working along with a meat cutter for the purpose of training and supervision within store.

ARTICLE IV

JOB DESCRIPTIONS

Head Meat Cutter:

The "Head Meat Cutter" shall be a qualified journeyman meat cutter. He may perform all of the duties of a journeyman in the Meat Department. Because of the greater working skill and experience the "Head Meat Cutter" must possess, he shall in the performance of his work direct the movements and operations of the less skilled employees in the Meat Department.

Journeyman Meat Cutter:

A "Journeyman" is one who has qualified as a skilled meat cutter. His duties shall consist of receiving, cutting, grinding, slicing, preparing, processing, sealing, wrapping, bagging, pricing, prefabricating and selling of all meat products, sausage, poultry, rabbits, fish and seafood products, canned hams, bacon, pork loins and picnics, whether such products are fresh, frozen, chilled, cooked, cured, smoked or barbecued, and displaying, and the performance of all work incidental thereto.

First Cutter:

The "First Cutter" shall assist the Head Meat Cutter in the duties of the Head Meat Cutter.

Apprentice:

An "Apprentice" must be eighteen (18) years of age or older, learning all details and developing skills for performing the duties of a journeyman meat cutter. The Company agrees to assign each apprentice to various jobs in order to give him the opportunity to qualify as a journeyman at the end of two (2) years.

Wrappers:

"Wrappers" may be employed in self-service departments to wrap, scale, price, label, display, board and tray delicatessen items, excluding boarding and traying of fresh meats, but they may bag poultry and other items, and stock meats, and slice delicatessen items for such departments, and to clean work tables or any equipment that they work with including glass, removable racks on display cases, but excluding slicing machines, electric saws or other power equipment and disassembling refrigerator conveyor trough.

Weights:

No employee shall be required to lift more than one hundred fifty (150) pounds at one time.

ARTICLE V

WAGES

Effective 4-7-85 Across the Board Increase .45 Per Hour

Effective 10-6-85 Across the Board Increase .35 Per Hour

HEAD MEAT CUTTER PAY FORMULA	Effective 4/08/84		Effective 4/07/85		Effective 10/6/85	
	Per Hour	Hour Week	Per Hour	Hour Week	Per Hour	Hour Week
\$ 1,001 - \$ 2,000	\$13.40	\$536.00	\$13.85	\$554.00	\$14.20	\$568.00
2,001 - 3,500	13.59	543.60	14.04	561.60	14.39	575.60
3,501 - 4,500	13.65	546.00	14.10	564.00	14.45	578.00
4,501 - 6,000	13.72	548.80	14.17	566.80	14.52	580.80
6,001 - 7,500	13.78	551.20	14.23	569.20	14.58	583.20
7,501 - 9,000	13.90	556.00	14.35	574.00	14.70	588.00
9,001 - 10,500	13.97	558.80	14.42	576.80	14.77	590.80
10,501 - 12,500	14.03	561.20	14.48	579.20	14.83	593.20
12,501 - 15,000	14.09	563.60	14.54	581.60	14.89	595.60
15,001 - 17,500	14.15	566.00	14.60	584.00	14.95	598.00
17,501 - 20,000	14.20	568.00	14.65	586.00	15.00	600.00
20,001 - 22,500	14.28	571.20	14.73	589.20	15.08	603.20
22,501 - 25,000	14.34	573.60	14.79	591.60	15.14	605.60
25,001 - 27,500	14.40	576.00	14.85	594.00	15.20	608.00
27,501 - 30,000	14.46	578.40	14.91	596.40	15.26	610.40
30,001 - 32,500	14.52	580.80	14.97	598.80	15.32	612.80
32,501 - 35,000	14.58	583.20	15.03	601.20	15.38	615.20
35,001 - 37,500	14.64	585.60	15.09	603.60	15.44	617.60
37,501 - 40,000	14.70	588.00	15.15	606.00	15.50	620.00
40,001 - 42,500	14.76	590.40	15.21	608.40	15.56	622.40
42,501 - 45,000	14.82	592.80	15.27	610.80	15.62	624.80
45,001 - 47,500	14.88	595.20	15.33	613.20	15.68	627.20
47,501 - 50,000	14.94	597.60	15.39	615.60	15.74	629.60
50,001 - 52,500	15.00	600.00	15.45	618.00	15.80	632.00
52,501 - 55,000	15.06	602.40	15.51	620.40	15.86	634.40
55,001 - 57,500	15.12	604.80	15.57	622.80	15.92	636.80
57,501 - 60,000	15.18	607.20	15.63	625.20	15.98	639.20
JOURNEYMAN	13.33	533.20	13.78	551.20	14.13	565.20
FIRST CUTTER						
\$ 7,500 - \$15,000	13.48	539.20	13.93	557.20	14.28	571.20
15,001 - 30,000	13.63	545.20	14.08	563.20	14.43	577.20
30,001 - & Over	13.78	551.20	14.23	569.20	14.58	583.20
WRAPPERS (Hired before 6/16/78)	12.54	501.60	12.99	519.60	13.34	533.60
APPRENTICE RATE						
Start	10.87	434.80	11.32	452.80	11.67	466.80
90 days	11.17	446.80	11.62	464.80	11.97	478.80
Second 8 months	11.97	478.80	12.42	496.80	12.77	510.80
Third 8 months	12.47	498.80	12.92	516.80	13.27	530.80
NEW WRAPPERS						
Start	9.72	388.80	10.17	406.80	10.52	420.80
90 days	10.32	412.80	10.77	430.80	11.12	444.80
Second 6 months	10.52	420.80	10.97	438.80	11.32	452.80
Third 6 months	11.02	440.80	11.47	458.80	11.82	472.80
Thereafter	11.57	462.80	12.02	480.80	12.37	494.80

Wrappers moving from one employer to another under this contract with less than a one year break in service will suffer no reduction in pay. Attached is a list of present relief wrappers who will receive the old rate.

First Cutter will be designated in markets with a volume of \$7,500.00 and over. The determination of whether a First Cutter classification is in force and effect will be based upon the Head Meat Cutter pay formula, being revised every 13 weeks.

Apprentice Meat Cutters shall be classified as journeymen meat cutters after the second year period and shall receive the regular journeyman rate of pay, except as provided in Article IX of this Agreement.

No market shall employ more than one (1) extra meat cutter in excess of twenty-eight (28) hours per week.

Extra Journeymen help shall be paid the same rate per hour as regular Journeyman help. Extra Journeymen called to work shall be guaranteed eight (8) hours of work or pay in lieu of work for the same day.

ARTICLE VI

Hours

The basic work week for all regular full time employees shall be forty (40) hours to be worked in five (5) eight (8) hour days. In one-man markets the basic work week shall be forty (40) hours, to be worked in six (6) days.

No employee shall be required to work past 6:00

p.m. on the day preceding Christmas. A premium of one dollar (\$1.00) per hour will be paid for all work performed past 6:00 p.m. to 10:00 p.m. All work performed from 10:00 p.m. to 7:00 a.m. shall be one dollar and twenty-five (\$1.25) per hour premium to all employees.

All work performed in excess of the basic work day, the basic work week or Sundays shall be paid for at the rate of one and one-half (1½) times the employee's straight time classified hourly rate of pay. There shall be no split shifts. No employee shall be required to work in excess of five (5) continuous hours without a lunch period. Two rest periods a day of fifteen (15) minutes each will be taken by all employees, one in each half of a day's shift. There shall be one (1) full hour daily off duty without pay for lunch.

All work performed on Holidays shall be paid for at the rate of double (2 times) the employee's straight time classified hourly rate of pay.

Customers in the store at closing time shall be served in the regular manner, and markets shall be left in a clean and sanitary condition. Employees requested to report for work will be provided with a minimum of four (4) hours work or pay in lieu of work.

No extra or part time help shall work on Sundays or Holidays unless full time help is not available.

The first employee to be scheduled for any work which is scheduled on Sundays or Holidays, shall be

a journeyman or third eight-months apprentice selected first from a list of volunteers on a rotating basis within the store, then from a list of volunteers on a rotation basis by supervisors districts, if no help is available in that district, he shall refer to another district list.

All work performed on the employee's scheduled day off shall be paid for at one and one-half (1½) times the employee's straight time hourly rate. The head meat cutter shall make up the work schedule and post the work schedule for the following week in each market not later than 12:00 noon on Friday. (Except in cases where a death requires a change in work schedule.

At least one (1) third eight-months apprentice, or over, covered by this Agreement, shall be on duty during all times that food products covered by this Agreement are offered for sale except in the following four (4) instances:

1. During the one (1) hour lunch period.
2. During employee rest periods;
3. Between the hours of 10:00 p.m. and 7 a.m. and
4. Subject to the proviso set forth in the next sentence of this paragraph, at any market during any week immediately following a week in which the regular straight-time hours worked by all market employees in the bargaining unit on Monday through Saturday do not exceed one hundred twenty (120). For thirteen (13) weeks following the effective date of this Agreement, the number of employees in any market eligible for the exception set forth in instance number 3 above shall not be reduced below the number of employees and the aggregate regular straight time hours worked by that number of hours which were normally and regularly employed and worked in the market during the thirty (30) day period preceding the execution of this Agreement, except where reduction in volume of meat products sold in the market justifies the reduction. There shall be an employee on duty for four (4) hours on Sunday before 2:00 p.m.

Employees shall be allowed at least ten (10) hours off between shifts.

Sunday only in markets open for twelve or less hours, an employee as described need be on duty only eight of the twelve hours.

Night work shall be rotated equally among all qualified full-time employees weekly. This shall not apply to employees, who, on their own volition, elect to work after 6:00 p.m. This shall not preclude the assignment of part time employees to night work.

Work on Sundays or Holidays shall be in addition to the employee's basic work week and shall not be used in computing overtime pay. There shall be no pyramiding of overtime pay for same hours worked.

ARTICLE VII

Holidays

New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's anniversary date of employment and the day after the anniversary date of employment shall constitute the holidays under this agreement. In addition, employees who have ninety days of service with the Employer shall receive their own birthday and the day after their birthday as additional holidays each year. The employee shall give one week's advance notice and no more than one employee may be gone from a market on a personal holiday without the consent of the Employer.

Full-time employees shall receive eight hours' credit which shall be used in computing holiday pay. Weeks in which a holiday occurs shall be considered as full weeks for full-time employees and there shall be no reduction in weekly pay. The overtime rate of one and one-half times the employee's straight time classified hourly rate shall be paid for all work performed in excess of the holiday basic workweek of thirty-two hours. Full-time employees must work the day before and the day after a holiday (if a regular day of work) to qualify for holiday pay.

The anniversary date and birthday holidays shall

be taken on the employee's own anniversary or birthday unless more than one employee in a market has a birthday or anniversary on the same date in which case the less senior employee shall take the day(s) commencing two days after the birthday or anniversary date. If the birthday or anniversary falls on another holiday as listed in this article or a Sunday or on the employee's scheduled day off, the holiday shall be taken the following day.

If the birthday holiday and anniversary date fall on the same date, the employee will receive four days off consecutively.

A birthday holiday falling on February 29 shall be observed on March 1.

The same provisions applying to the Birthday Holiday shall apply to a holiday which an employee shall receive as of the employee's anniversary date of employment each year.

ARTICLE VIII

Vacations

All full time employees who have completed twelve (12) consecutive months' service with their employer shall receive one (1) week's vacation with regular rate of pay.

All full time employees who have completed twenty-four (24) consecutive months' service with their employer shall receive two (2) weeks' vacation with regular rate of pay.

All full time employees who have completed six (6) consecutive year's service with their employer shall receive three (3) weeks' vacation with regular rate of pay.

All full time employees who have completed fifteen (15) consecutive years' service with their employer shall receive four (4) weeks' vacation with regular rate of pay.

All full time employees who have completed eighteen (18) consecutive years' service with their employer shall receive five (5) weeks vacation with regular rate of pay.

If a vacation is taken by a full time employee during a week in which there is a holiday, as defined in Article VII of the present Agreement, an additional day shall be added to the vacation period, or one (1) day's pay at straight time provided it is agreeable with the employee and the employer.

After a full time employee has qualified for a vacation he shall receive, upon termination for each week worked after the anniversary date, one fifty-second (1/52) of one (1) week's pay; after two (2) years, one fifty-second (1/52) of two (2) weeks' pay; after six (6) years, one fifty-second (1/52) of three (3) weeks' pay; and fifteen (15) years, one fifty-second (1/52) of four (4) weeks' pay.

After eighteen (18) years one fifty second (1/52) of five weeks' pay.

Employees terminated for proven dishonesty, or drunkenness or drinking on the job shall be disqualified for pro rata benefits as provided herein.

ARTICLE IX

Apprentice Meat Cutters and Wrappers

In markets employing two (2) regular full-time meat cutters, one (1) head meat cutter and one (1) journeyman meat cutter, one (1) apprentice may be employed. Additional apprentices may be employed in each market by the employment of additional meat cutters on the ratio of two (2) meat cutters to one (1) apprentice. The Union shall be the judge as to the classification of the Apprentice. Apprentices shall only be allowed in markets in which adequate opportunity is available and is given to the apprentice to become a qualified journeyman meat cutter. All apprentice meat cutters and wrappers shall be classified as regular employees.

It is agreed that the Employer will hire wrappers on a full-time basis and not on a part-time basis, that the employer may but is not required to hire as many wrappers at a market as there are journeymen and apprentice meat cutters employed at the market, and that the Employer will not hire a greater number of wrappers than journeymen and apprentice meat cutters at a market unless at least four journeymen and

apprentice meat cutters are employed at the market. Wrappers shall not be permitted to use knives, cleavers, hand or electric saws, meat grinder, minute steak tenderizer, cube steak machine or hollymatic pattie forming machine.

Relief wrapper, "When an employee who is regularly classified as a wrapper is absent the Employer may hire a relief wrapper to fill in for the absent scheduled day or days. If a relief wrapper is hired, the wrapper will be assigned to work all of the absent scheduled days."

Relief wrapper will be hired at her classified hourly rate.

ARTICLE X

Differences

Any disagreement or difference of opinion between the Company and the Union which concerns the interpretation or application of the terms and provisions of this contract will be considered a grievance.

Such grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

The Union may present a grievance. Any grievance not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party, except in the case of errors in employee's pay made by the Company's payroll department.

The Union representative and the Company's designated representative shall discuss and attempt to adjust such grievance.

If the Union and Company's designated representative cannot reach an adjustment within fifteen (15) days, upon request of either party the grievance shall be submitted to arbitration. The Company and the Union shall each select one representative, and the arbitrator shall be selected by mutual agreement of the two representatives first selected. In the event these two representatives fail to agree upon an arbitrator within ten (10) days after designation of the other two representatives, then the Employer and the Union may ask, by a jointly signed letter, the Director of Federal Mediation and Conciliation Service, Washington, D. C., to send the Union and Company representatives a list of arbiters from which the two may select the arbitrator. The arbitrator shall be impartial and possess skill and knowledge of labor-management relations. No person involved directly in the controversy under consideration shall be a representative of either party in the arbitration proceedings.

The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he shall deem essential to a full understanding and determination of the issues involved.

The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this contract.

Grievances submitted shall not depend on or involve an issue or contention by either party which is contrary to any provision of this contract, or which involves the determination of a subject matter not covered by or arising during the term of this contract.

The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

It is understood and agreed that all employees within the bargaining unit covered by this contract must exercise all their rights, privileges, or necessary procedures under this contract, International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this contract for the settlement of such grievances.

It is the intention of the parties that this article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

The expense of the arbitrator shall be borne equally

by the parties to the arbitration.

There shall be no strikes or lockouts during the term of this agreement.

ARTICLE XI

In case of sickness or vacation relief and/or other Company excused absence in excess of one (1) day of the Head Meat Cutter, or the First Cutter, the employee used in his absence shall receive the contract rate for a Head Meat Cutter or First Cutter as set forth in this Agreement, excluding the day off.

ARTICLE XII

Existing Wages

Individual salary rates, in excess of those herein provided shall not be reduced by reasons of this Agreement. It is understood all bonus payments are considered salary within the meaning of this Agreement.

ARTICLE XIII

Apparel and Physical Examinations

All special wearing apparel, adequate and necessary linens and uniforms, waterproof aprons, gloves and servicing of all equipment shall be furnished by the Employer.

Except for pre-hire examinations, physical examinations required of employees as a condition of continued employment shall be arranged during the employee's scheduled work shift and paid for by the Employer, and the employee shall receive pay for time lost in taking such examination if time is lost.

ARTICLE XIV

Notifications

The Employer agrees to notify the Union immediately of hiring or terminating of all employees.

ARTICLE XV

Successors and Assigns

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

ARTICLE XVI

Jury Duty

Employees serving on jury duty (not to exceed once each calendar year) shall receive their classified rate of pay for the time required to be absent from their jobs for such services (less what pay they may receive as defined by law for jury services).

ARTICLE XVII

Funeral Leave

In case of a death in the immediate family, spouse, mother, father, mother-in-law, father-in-law, step mother, step father, brother-in-law, sister-in-law, son-in-law and daughter-in-law, child, brother, sister, step-child, step-brother, step-sister, grandparents, grandchildren, or any other relatives residing with (them) employees shall be paid for a reasonable period of absence depending upon the circumstances. Paid absences in excess of three (3) days is subject to approval of management.

ARTICLE XVIII

First Aid

The Employer agrees to furnish and maintain a first aid kit in a designated place in the market, and to check said kit monthly to replenish any needed supplies.

ARTICLE XIX

Seniority

1. Seniority shall prevail for all employees covered by this Agreement from the date of their employment. Probationary employees shall not acquire seniority for the first thirty (30) days, however, if retained their

seniority shall be dated back to the first day of their employment, Employees hired for part time or extra work shall not acquire seniority.

2. There shall be established three seniority groups:

1. Journeymen and Head Meat Cutter.
2. Apprentice Meat Cutter.
3. Wrappers.

3. The Employer will post a seniority list in each market. Said list to be revised and reposted every six (6) months. In addition thereto, the Employer will cause to be mailed to the Local Union a duplicate copy of the Seniority listings. When seniority lists are posted and there are no complaints as to its accuracy, within thirty (30) days of the date it is posted, said list becomes final.

4. Lay-off and rehiring:

In the event of lay-off it is agreed that if fitness and ability is comparable all employees shall be laid off in accordance with their established seniority within their respective seniority group. The Employer and the Union shall determine fitness and ability, but in exercising such judgment they shall not contravene any articles of this agreement. In rehiring the last person laid off shall be the first person to be rehired.

In the event of lay-off, the Employer agrees to give one (1) week's notice in writing to the Union and the employee of lay-off or pay in lieu of notice of lay-off. In the event of termination, the Employer agrees to give one (1) week's notice in writing to the Union and the employee of termination or pay in lieu of notice of termination, except employees terminated for any misconduct which constitutes just and sufficient cause for discharge.

5. Seniority shall be broken if an employee:

1. Quits.
2. Is discharged.
3. Fails to return to work within one (1) week after being recalled by the Employer by registered mail at his last known address.
4. Has been out of employment by the Employer for a period of one (1) year.

6. The apprentice who graduates to a journeyman shall retain seniority from date of hire under this agreement.

ARTICLE XX

Accidents

All employees covered by this Agreement shall receive full time pay for the time lost from work because of occupational injury (while on duty for the Company) until Workman's Compensation begins.

ARTICLE XXI

Amalgamated Meat Cutters and Butcher Workmen of North America, A.F.L.-C.I.O. Local Union No. 576 Health and Welfare Trust Fund: the Employer shall contribute per calendar month for each employee who works an average of more than twenty-three (23) hours per week each calendar month.

The Employer shall contribute \$272.68 per calendar month for each employee who works an average of more than twenty-three (23) hours per week each calendar month.

Payments shall be made into a fund set up under a Trust Agreement for the purpose of purchasing insurance coverage for all eligible employees working for the Employer under the terms and conditions of this Agreement. Details of the plan and benefits shall be attached to and become a part of this Agreement.

If the Employer fails to have the monthly contribution to the United Missouri Bank of Kansas City, N.A., 10th and Grand Avenue, Kansas City, Missouri, on the first of the month, the Employer and the Union agree the following procedure shall be followed:

First—the Health and Welfare Office shall notify the Employer by Certified Mail of his delinquency. The Employer shall remit within ten (10) days after date of receiving such notice. If the Employer has not remitted by that time, the Union by agreement between the Union and Employer shall have a right to use economic action (strike) against the said Employer.

Contributions shall be made by the Employer for two (2) calendar months following the beginning of

any illness of an employee, for three (3) calendar months following the occurrence of an occupational injury compensable by Workman's Compensation, and for three (3) calendar months following a layoff.* In case of an employee who is laid off and is assigned work out of the hiring hall and otherwise qualifies for a contribution, there shall be no contribution required from the Employer by whom the employee has been laid off. The required contribution for an employee laid off shall apply only to those employees who are on the Company's seniority list.

*Effective 4-20-80.

ARTICLE XXII

Transfers and Shift Changes

No employee shall suffer a loss in pay as a result of being transferred from one store to another during the course of his regular day's scheduled work assignment. Transportation shall be designated and paid for by the Employer.

Transfers are permitted between the establishments of the Company in the area covered by this Agreement provided seniority classifications are followed on the store level. Fitness and ability will be the determining factor on such transfers.

The above shall not apply in cases of an emergency on a temporary transfer.

An employee shall have the right to refuse a transfer from one market to another market within the area covered by this Agreement if it would result in lesser weekly take home pay unless the transfer is necessary because of a work force reduction in his original market, and a refusal of transfer by an employee for this reason shall not be cause for discharge.

At least forty-eight (48) hours notice must be given to employees before they are transferred from one work shift to another or transferred to a different store except where the employee is transferred to fill a vacancy which arises so suddenly that the employer cannot give such forty-eight (48) hours notice. If a change is made without giving the forty-eight (48) hours notice when required, the employee shall be paid one and one-half (1½) times his regular classified hourly rate for all hours worked during the balance of the work week.

Employees who are scheduled to work in more than one store per week shall receive \$7.50 per week, in more than two stores per week shall receive \$10.00 per week, in more than three stores per week shall receive \$12.50 per week, in more than four stores per week shall receive \$17.50 per week, above their classified weekly rate of pay, except for emergency assignments made to fill temporary vacancies.

ARTICLE XXIII

Safety

No employee shall use a grinder without the guard on the mill. No employee shall use the cube machine with the lid or guard up. Any employee using the above equipment without the safety guards shall be subject to disciplinary action including discharge without recourse to arbitration.

ARTICLE XXIV

Time Clocks

Where time clocks are used employees shall be required to punch their own cards immediately before beginning work or after stopping work. No employee shall have the authorization or be permitted to punch another employee's time card. Where time clocks are not used, employees shall sign their own time sheets.

ARTICLE XXV

Pensions

- A. The Employer shall contribute \$140.90 per calendar month for each employee who works an average of more than twenty-three (23) hours per week in each calendar month into an Employer-Union Pension Fund known as Meat Cutters Local 576 and Employers Kansas and Missouri Pension Plan, which shall be jointly administered by the Union and Employers as provided in an agreement dated August 7, 1964, establishing such Pension Fund.
- B. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in the Pension Plan dated August 11,

1964.

- C. Said Pension Plan and Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor, which have ruled that said plan is qualified under I.R.C. Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee. The parties hereto agree to take such action as may be required to maintain the qualification of such plan in effect.
- D. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth.
- E. Contributions shall be made by the Employer for two (2) calendar months following the beginning of any illness of an employee, for three (3) calendar months following the occurrence of an occupational injury compensable by Workman's Compensation, and for three (3) calendar months following a layoff.* In case of an employee who is laid off and is assigned work out of the hiring hall and otherwise qualifies for a contribution, there shall be no contribution required from the Employer by whom the employee has been laid off. The required contribution for the employee laid off shall apply only to those employees who are on the company's seniority list. *Effective 4-20-80.

ARTICLE XXVI

Call In Time

When the Employer requests or hires a part time journeyman, the Employer agrees to work the journeyman the hours that they were requested or hired for.

ARTICLE XXVII

Leave of Absence

Section No. 1. Seniority employees shall be granted leave of absence for the following reasons:

- A. Pregnancy.
- B. Sickness.
- C. Death in an immediate family.
- D. Military draft or military service reserve duty.

Section No. 2. An employee on a sick leave of absence for more than one (1) year may be separated from the payroll and considered a quit if mutually agreed upon by the Union and the Company, except in the case where such sickness leave of absence is as a result of an occupational injury or illness.

Section No. 3. Seniority rights shall not be broken when an employee is on a leave of absence. However, if an employee, while on leave of absence, accepts another job or goes into business for himself, he automatically terminates his employment and loses all rights with the Employer.

Section No. 4. A Personal leave of absence may be granted by the Employer for a period not to exceed four (4) consecutive weeks to an employee with six (6) months or more of continuous seniority. A leave of absence of longer than four (4) consecutive weeks may be granted to an employee with six (6) months or more of continuous seniority if agreed to between Union and the Employer.

Section No. 5. The Union shall be notified by the Employer in writing when any employee is granted a leave of absence, indicating the date the leave becomes effective and the date it ends as well as the reasons for such leave.

ARTICLE XXVIII

Before the Employer will install a machine of a type not now in a store covered by a Greater Kansas City Retail Meat Cutters Contract which expired October 3, 1965, the Employer will notify the Union in writing of its intention to do so, and then, if the Union informs the Employer in writing within 30 days thereafter that it believes the operator of the machine should be paid a rate higher than that stipulated in this contract, the Employer will negotiate with the Union in regard to the rate which should be paid for such operation, and if an agreement is not reached within 30 days thereafter, either party within 10 days after the 30 day period may request that the difference be settled under Article X. This clause shall not

apply to new or improved models of machines of the type now in operation in a store covered by said expired contract, and it shall not be operative unless the Union acts in the manner and within the time specified herein.

ARTICLE XXIX

Management and Training. Management personnel may perform work in the meat market for the purpose of training or education under the following conditions:

(1) The Employer will designate to the Union one market for training, provided, however, only two United Super and two other independent stores may be designated at one time. The markets may be changed from time to time by giving four (4) weeks' advance notice but there shall be no more than one market for training at any one time.

(2) The Union will be notified two (2) weeks in advance of when the training will take place and the anticipated duration of the training. If the training is to be extended beyond the time given in the notice, it must be by mutual agreement of the Union.

(3) The work schedule for employees in the market will not be changed or the hours reduced because of the training.

ARTICLE XXX

Nondiscrimination. The Company and the Union agree that there will be no discrimination against any employee because of such person's race, religion, color, national origin, sex, age or union activity.

Whenever the designation of the male gender is used it shall also connote the female gender and whenever the designation of the female gender is used it shall also connote the male gender.

ARTICLE XXXI

Block Ready Beef

The Employer may use block ready beef and shall continue to maintain the "red circle" list (deleting names of employees no longer employed) submitted to the Union 6-19-78. Such employees may not be laid off because of the use of block ready beef. Lay off of any such employees for any other reason shall be handled as provided by Article XIX of this Agreement and shall be substantiated on request of the Union.

The term "block ready beef" for the purpose of this Article includes the following items purchased from packers or other outside suppliers: bone-in and boneless rounds; chucks and loins; ribs; tenders; briskets; ground beef; and any supplementary cuts available within the above type products. The use of regular primal cuts, tenders and briskets alone shall not be considered the use of block ready beef.

ARTICLE XXXII

Clean Up

The Employer shall have a right to use any employee in the store, after 10:00 p.m. or after store closing, whichever is earlier, to do clean-up in the Meat Department so long as the employee does not clean or break down equipment or clean tools.

ARTICLE XXXIII

Period of Agreement

This Agreement shall remain in full force and effect From April 8, 1984, through April 5, 1986. The entire Agreement may be reopened for negotiation of changes, if desired on April 5, 1986, upon sixty (60) days notice in writing from either party to the other party. If no such notice is given, then the terms in effect on April 5, 1986, shall continue in full force and effect from month to month thereafter until sixty (60) days notice is served.

Employer

Union
