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5-1-1977

Allied Employers, Inc. and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 81 (1977)

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Allied Employers, Inc. and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 81 (1977)

Location

King Co., WA; Kitsap Co., WA

Effective Date

5-1-1977

Expiration Date

May 1980

Number of Workers

1650

Employer

Allied Employers, Inc.

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

81

NAICS

44

Sector

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Item ID

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Comments

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A G R E E M E N T
 By and Between
 ALLIED EMPLOYERS, INC.
 and
 AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF
 NORTH AMERICA, LOCAL UNION NO. 81, AFL-CIO
 Retail (King-Kitsap)
 Signed: August 5, 1977
 Effective: May 1, 1977
 To: May 4, 1980

X-5-3-80

Meat Cutters #81 (Retail)

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A G R E E M E N T

By and Between

ALLIED EMPLOYERS, INC.

and

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF
NORTH AMERICA, LOCAL UNION NO. 81, AFL-CIO

This Agreement is made by and between Allied Employers, Inc., for and on behalf of its members operating meat markets in King and Kitsap Counties, and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union No. 81.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

SECTION 1 - CONDITIONS OF EMPLOYMENT

A. Allied Employers, Inc., hereby recognizes, during the term of this Agreement, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union No. 81, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

B. The Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local Union #81, for and on behalf of its members, hereby recognizes during the term of this Agreement Allied Employers, Inc., as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

C. Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement, including but not limited to any family member or owner, (except as provided for in Section 15-B), performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. The Employer shall inform employees of the foregoing requirement at the time they are employed.

SECTION 2 - WORKING HOURS

A. The basic straight-time work week shall be Monday through Saturday. Work may be scheduled on daily shifts from 7:00 A.M. to 4:00 P.M., 8:00 A.M. to 5:00 P.M., 9:00 A.M. to 6:00 P.M., 10:00 A.M. to 7:00 P.M., 11:00 A.M. to 8:00 P.M., and 12:00 Noon to 9:00 P.M. Whenever fresh meat is offered for sale at least one (1) journeyman meat cutter must be employed Monday through Saturday in each market for at least eight (8)

hours, exclusive of lunch time each day, between the hours of 7:00 A.M. and 6:00 P.M. No split shifts shall be allowed.

B. Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

C. In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular full-time and regular part-time employees before the close of business Friday of the preceding work week, except that employees scheduled to work on Sundays shall be notified on the preceding Thursday, and except in cases of emergency, no changes shall be made in said schedule without a full twenty-four (24) hours notice to the employees involved in such changes in schedule. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours work per week, Monday through Saturday, and regular part-time employees shall be guaranteed a minimum of four (4) hours work and if they work over four (4) hours, they shall be guaranteed eight (8) hours work. Extra employees shall receive not less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report for work, provided that employees who may be called to work only occasionally on an emergency basis shall be called for not less than eight (8) hours work. These guarantees shall not apply in cases of acts of God or other emergencies beyond the Employer's control.

D. All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, before the employee's scheduled starting time and after 6:00 P.M. shall be paid for at the rate of time and one-half (1½) the regular contract scale. When an employee works six (6) days in a work week, Monday through Saturday, time and one-half rate shall be paid for work on the day the least number of hours are worked. Employees required to work on Sundays or holidays shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-in on holidays shall be eight (8) hours. Minimum call-ins on Sundays shall be four (4) hours. Sunday shifts shall be scheduled to start at 7:00 A.M., 8:00 A.M. or 9:00 A.M.

Employees called for four (4) hours on Sundays shall be on a voluntary basis, and if the Employer is unable to obtain qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store.

E. When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market.

SECTION 3 - REST PERIODS

A. All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. Any employee who works eight (8) hours in any daily straight-time or night shift shall receive two fifteen (15) minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period.

B. The Employer may arrange such rest periods by individual relief or general periods and they shall be as nearly as practicable in the middle of each work period.

C. If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. For each full two (2) hours of overtime

H/2
G-16-17
80
G-18-19
80
F-16-16
80
F-17-19
75
F-21-23
400
F-24-28
75
B-21-22
30

F-11-13
400

F-5-24-26
75

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work, an employee shall be entitled to an additional ten (10) minute rest period.

D. Any rest period interval shall cover time from stopping work and returning thereto.

SECTION 4 - VACATIONS

A. Employees on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay based upon the number of hours worked in the preceding twelve (12) months, at the hourly rate in effect at the time the vacation is paid, as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 or more	40

B. Employees on the second and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 to 2288	80
2288 to 2496	88
2496 or more	96

C. Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary date of their employment (after the fifth (5th) and each subsequent year to the twelfth (12th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

D. Employees on the twelfth (12th) and each subsequent anniversary date of their employment, (after the twelfth (12th) and each subsequent year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 to 2288	160
2288 to 2496	176
2496 or more	192

E. Employees who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full two hundred (200) hours worked: After the first (1st) to the fifth (5th) anniversary date, eight (8) hours' vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, twelve (12) hours' vacation pay; and after the twelfth (12th) anniversary date, sixteen (16) hours' vacation pay.

F. Vacation may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, employee and the Union, this provision may be waived.

G. Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Section 5, Paragraph B, of this Agreement in addition to vacation pay.

H. It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Section 4, Paragraph A, B, C, and D shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours, due to temporary lay-off, verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

I. Earned vacations must be taken within twelve (12) months following the employee's anniversary date.

J. Vacation schedules, after being completed by the Employer shall be posted in each market for that particular market.

K. Vacation hours, for continuing employees, shall be considered hours worked for the purpose of establishing eligibility under the Washington Meat Industry Welfare Trust and the Washington Meat Industry Pension Trust. As such, vacation hours and the corresponding contributions due, shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

SECTION 5 - HOLIDAYS

A. The following shall be recognized as holidays with pay for regular full-time employees: New Year's Day, Washington's Birthday (third Monday in February), Memorial

Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Veterans' Day (fourth Monday in October), Thanksgiving Day and Christmas Day. Should New Year's Day, Independence Day or Christmas Day fall on Sunday, the following Monday shall be observed. Employees with one (1) year of continuous service with the Employer shall receive their birthday and anniversary date as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Paragraph B of this Section 5. Employees shall give the Employer a thirty (30) day notice prior to their birthday and anniversary date. The birthday and anniversary date shall be observed within thirty (30) days of the employee's birthday and anniversary date on a mutually agreeable day. In the event the employee's birthday and anniversary date falls on the same day as any of the holidays specified in paragraph A of this Section 5, the employee's birthday and anniversary date will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

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B. A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works some time during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who has normally worked twenty (20) hours per week in seven (7) of the eight (8) weeks preceding a holiday week shall be entitled to four (4) hours' holiday pay, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs:

- (1) The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.
- (2) Illness or accident (A doctor's certificate or other authoritative verification of illness or accident may be requested by the Employer, and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work).
- (3) Temporary lay-off.
- (4) Jury duty as defined in Section 9.
- (5) Funeral leave as defined in Section 19.
- (6) Other absence from work approved by the Employer at his sole discretion.

C. All work performed on Sundays shall be paid at the rate of double (2) time and any work performed on holidays shall be paid for at the rate of double (2) time in addition to holiday pay.

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D. In a holiday week, thirty-two (32) straight-time hours worked shall constitute a week's work.

SECTION 6 - CLASSIFICATIONS AND RATES OF PAY

A.	<u>5/1/77</u>		<u>*4/30/78</u>		<u>*4/29/79</u>	
	<u>Per Hr.</u>	<u>Per Wk.</u>	<u>Per Hr.</u>	<u>Per Wk.</u>	<u>Per Hr.</u>	<u>Per Wk.</u>
Market Manager	\$8.685	\$347.40	\$9.235	\$369.40	\$9.785	\$391.40
Journeyman	8.185	327.40	8.735	349.40	9.285	371.40

* The specified rate is the guaranteed rate which rate shall be increased by any "Cost-Of-Living" increase as herein provided.

Journeyman Meat Cutters performing Market Manager's responsibilities for a period of four (4) hours or more shall receive a Market Manager's rate of pay for all hours involved.

Apprentice Meat Cutter wages shall start at 70% of Journeyman rate for the first (1st) six (6) months; 85% for the second (2nd) six (6) months; 90% for the third (3rd) six (6) months; 95% for the fourth (4th) six (6) months; and upon qualifying (in accordance with the Washington State Apprenticeship Standards) Thereafter shall receive Journeyman scale.

<u>Wrappers</u>	<u>5/1/77</u>		<u>*4/30/78</u>		<u>*4/29/79</u>	
	<u>Per Hr.</u>	<u>Per Wk.</u>	<u>Per Hr.</u>	<u>Per Wk.</u>	<u>Per Hr.</u>	<u>Per Wk.</u>
First 520 Hrs.	\$4.495	\$179.80	\$4.7925	\$191.70	\$5.0875	\$203.50
Second 520 Hrs.	5.175	207.00	5.5175	220.70	5.86	234.40
Third 520 Hrs.	5.585	223.40	5.9525	238.10	6.3225	252.90
Fourth 520 Hrs.	5.925	237.00	6.315	252.60	6.7075	268.30
Thereafter	6.81	272.40	7.26	290.40	7.71	308.40

* The specified rate is the guaranteed rate which rate shall be increased by any "Cost-Of-Living" increase as herein provided.

COST-OF-LIVING

Cost-Of-Living adjustments shall be determined, as provided below, on the basis of the U.S. Consumer's Price Index for Urban Wage Earners for all cities, as published by the Department of Labor (1967=100). No retroactive adjustments shall be made due to revisions in Index figures for any pay period for which the allowance has been paid. The Cost-Of-Living adjustment payable at any time shall be in addition to the wage rate payable under the terms of the Contract and no reduction shall, at any time, be made below said rate. The Cost-Of-Living shall not be a fixed part of the rates in the Agreement. In addition to the general wage rates set forth under Section 6, the following Cost-Of-Living formulas shall apply: The Employers guarantee a minimum and maximum of fifteen cents (15¢) per hour annual Cost-Of-Living increase during the second (2nd) and third (3rd) year of the Agreement.

Using the August, 1977, All Items - U.S. Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective April 30, 1978, by one cent (1¢) for each full .4 points that the February, 1978, Index exceeds the Index of August, 1977.

Adjust hourly rates of pay, effective November 5, 1978, by one cent (1¢) for each full .4 points that the August, 1978, Index exceeds the Index of February, 1978. The first (1st) fifteen cents (15¢) per hour guarantee shall apply at this time.

Adjust hourly rates of pay, effective April 29, 1979, by one cent (1¢) for each full .4 points that the February, 1979, Index exceeds the Index of August, 1978.

Adjust hourly rates of pay, effective November 4, 1979, by one cent (1¢) for each full .4 points that the August, 1979, Index exceeds the Index of February, 1979. The second (2nd) fifteen cents (15¢) per hour guarantee shall apply at this time.

All wrapper employees in classifications below that of Thereafter, shall receive a Cost-Of-Living adjustment on the dates provided in the following percentage of the Thereafter Cost-Of-Living increase rounded to the nearest one-quarter ($\frac{1}{4}$) penny: Fourth (4th) third (3rd) months wrapper, 37%; Third (3rd) Third (3rd) months wrapper, 82%; Second (2nd) third (3rd) months wrapper, 76%; First (1st) third (3rd) months wrapper, 66%.

Wrapper employees as covered by this Agreement shall not be permitted to cut or grind fresh meat, and in the operation of the market, the ratio of wrapper employees to meat cutter employees shall not exceed one (1) to one (1).

Any wrapper employee discharged for any cause (except dishonesty) if replaced, shall only be replaced by a wrapper employee in the same or higher wage bracket, if experienced help is available when needed.

Wrappers desirous of promotion to Apprentice Meat Cutters status shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

A wrapper commencing the Apprenticeship Program shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of entering the Apprenticeship Program; i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the wrapper rate, at which time the Apprentice rate shall apply.

B. The wages for superannuated members shall be determined by the representatives of the Union and the Employer. All steady employees shall be paid on the pay period established by the Employer at least every two (2) weeks. Extra employees who so request from the store manager will have their checks mailed to their last known address.

C. For the purpose of computing months of experience under Paragraph A. of this Section 6, the equivalent of one hundred and seventy-three (173) hours worked in the Retail Meat Industry shall be counted as one (1) month's experience, provided that no employee shall be credited with more than one hundred and seventy-three (173) hours of experience in any one (1) calendar month.

D. Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new

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job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Section 14 of this Agreement. If, through the procedure as set forth in Section 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this Section 6.D, the other party will move in such a manner as to proceed immediately to arbitration.

SECTION 7 - RETIREMENT PROGRAM

A. During the term of this Agreement and until May 4, 1980, the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit the amounts as specified in this Section.

B. Effective May 1, 1977, on May, 1977 hours, the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit thirty-five cents (35¢) per straight-time hour worked and including hours of paid vacation and paid holidays.

B.1. Effective May 1, 1978, on May, 1978 hours, increase the contribution provided for in B. above to forty cents (40¢) per straight-time hour worked and including hours of paid vacation and paid holidays.

B.2. Effective November 1, 1978, on November, 1978 hours, increase the contribution provided for in B.1. above to fifty cents (50¢) per straight-time hour worked and including hours of paid vacation and paid holidays.

B.3. Effective May 1, 1979, on May, 1979 hours, increase the contribution provided for in B.2. above to sixty cents (60¢) per straight-time hour worked and including hours of paid vacation and paid holidays.

C. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

D. Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Section 4 - Paragraph K.

SECTION 8 - SICK LEAVE

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A. Employees, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury.

B. Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked, (including paid vacations and paid holiday hours) by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1663 to 2064	32
2064 or more	40

C. Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or first (1st) day of hospital confinement, shall continue for each working day of illness or injury thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided (1) the daily total of sick leave pay under this Section and disability payments provided by the Health and Welfare Plan shall not exceed the contract rate for one (1) eight (8) hour day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours' pay in any one (1) week.

D. Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and twenty (120) hours. Sick leave pay must be earned by employment with one (1) Employer.

E. A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

F. Any employee found to have abused sick leave benefits by falsification, or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the Company amounts paid to such employee for the period of such absence, or may be discharged by the Company for such falsification or misrepresentation.

G. Sick leave may be used to supplement Workmens Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any Insurance Plan and Workmens Compensation benefits paid to an employee in any calendar week, will not exceed the average earnings of that employee for the six (6) work weeks prior to his/her absence.

H. Employees injured on the job shall be paid for remainder of their shift, if unable to return to work, as medically verified.

SECTION 9 - JURY DUTY

A. After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ($\frac{1}{2}$) of his normal work day. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.

SECTION 10 - APPRENTICES

A. Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.

B. Shops whose owners work with the tools of the trade and work the major part of the day and employing one (1) Journeyman shall be entitled to one (1) apprentice.

SECTION 11 - SENIORITY, LAY-OFFS AND DISCHARGES

A. Seniority shall prevail in lay-offs for all employees after three (3) months of service, when seniority rights are obtained, they shall be dated back to the first (1st) day of his last employment with the Company. Employees hired for extra work shall not acquire seniority.

1. In the event of lay-off, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired: provided, that qualifications are substantially equal, that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

2. Seniority shall be broken in the event of lay-off in excess of ninety (90) days.

3. There shall be established three (3) separate seniority groups. (1) journeyman (2) apprentices (3) wrappers; provided when an apprentice is promoted to journeyman status his length of service as an apprentice shall be counted in his seniority.

4. Journeymen promoted to Head Meat Cutter shall not lose their seniority status. Seniority shall not apply in the selection of Head Meat Cutter.

5. For the purpose of the above paragraphs of this Section, seniority shall prevail on a Company-wide basis or a Company-district basis within the jurisdiction of this Agreement.

B. The Employer reserves the right to discharge any person in his employ if the employee's work is not satisfactory.

1. After an employee has been continuously employed for a period of three (3) months, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness, dishonesty or other just cause. A warning notice shall not remain in effect for a period of more than six (6) months.

2. The first thirty-one (31) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure.

3. No one shall be discharged during or immediately following an illness or accident.

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SECTION 12 - LEAVE OF ABSENCE

A. Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

1. Illness or non-occupational injury which requires absence from work;
2. Pregnancy; and,
3. Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.
4. When one of the reasons above are given for a requested leave of absence the employee will, upon request from the Employer provide the Employer with a doctor's verification.

B. Leaves for personal reasons may be granted by agreement between the Union, the Employer and the employee regardless of length of service.

C. Any request for a leave of absence under the terms of Section A and B shall be in writing and state the following information:

1. Reason for such request;
2. Date leave is to begin; and,
3. Date of return to work.

D. Any leave of absence with the exception of Section A(3) may run to a maximum of six (6) months.

E. Leaves due to occupational injuries shall be granted for a period of time up to and including the period of time for complete recovery.

F. The employee must be able to resume his regular duties upon return to work from an approved leave of absence.

1. A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.

G. Any employee who fails to return to work at the end of a leave of absence shall lose his or her seniority.

H. The Employer shall give to the employee, with a copy to the Union, a letter stating all of the conditions agreed upon for such leave of absence.

SECTION 13 - GENERAL CONDITIONS

A. No employee receiving benefits (including vacation compensation) or privileges, except bonuses above the minimum herein provided for shall have such benefits or privileges taken away by reason of any provision of this Agreement.

B. The Employer shall bear the expense of furnishing gowns and laundering them and

sharpening tools for all employees coming under this Agreement.

C. Employees relieving others for lunch and using their own cars shall be paid at the current local federal car allowance rate.

D. The Employer may require employees to attend store meetings, provided that the employee shall be paid at the rate of time and one-half (1½) their straight-time hourly rate for the time spent at such meetings. Such meetings shall not be considered time worked and shall not be subject to any other provisions of this Agreement. Such meetings shall not be scheduled on Sundays or holidays and employees shall not be required to attend such meetings on their scheduled days off. Required store meetings shall not exceed one (1) per quarter.

SECTION 14 - GRIEVANCES

A. All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representatives of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Employers and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within fifteen (15) days, the four (4) shall select a fifth (5th) member, or they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of qualified arbitrators from which the Labor Relations Committee shall select a fifth (5th) member, who shall be chairman, and the decisions of this Committee shall be binding on both parties. The Labor Relations Committee as thus constituted shall have no power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

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B. During the process of making adjustments under the rule and procedure set forth in Paragraph A above, no strike or lockout shall occur.

C. No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

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D. No wages shall be computed in any manner at a lower rate than herein specified and any release or waiver by employees shall be declared null and void as contravening the spirit and conditions of this Agreement. There shall be no individual agreements between Employer and employees covered by this Agreement.

E. The Union reserves the right to discipline its members for violations of its contract.

F. No employee shall be dismissed for upholding Union principles.

SECTION 15 - GENERAL POLICY

- A. The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.
- B. In cases of two (2) or more partners in a market, only one (1) shall be recognized as owner. Members of the Union are free to accept employment anywhere without discrimination by any Employer.
- C. The jurisdiction of Local #81 covers the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits in the area covered by this Agreement in either service or self-service markets. Deli items shall be priced as needed by a member of the bargaining unit.
- D. It is further agreed that in the event the Union presents a grievance under this Section 15-C that involves the application or interpretation of Section 15-C, the Employer shall cease the importation of such product until the matter has been resolved in accordance with the procedure outlined under Section 14, Grievance Procedure.

SECTION 16 - SEPARABILITY

- A. If any Section or Paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Section or Paragraph held invalid shall, upon a sixty (60) day written notice by either party be renegotiated for the purpose of an adequate replacement.

SECTION 17 - NON-DISCRIMINATION

- A. The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of age, race, color, religion, sex or national origin.

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SECTION 18 - HEALTH AND WELFARE

- A. The Hospital, Medical, Surgical, Group Life, Accidental Death and Dismemberment, Weekly Indemnity, Dental and Drug Benefits Plan established by the parties to this Agreement is set forth in a separate Agreement between Allied Employers, Inc., and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Unions No. 81, 151, 186, 247, 529, 553, and 554, dated July 21, 1971, and the provisions of that separate Agreement constitute conditions of employment.
- B. Until August 1, 1977, the Employers party to this Agreement shall pay into the Washington Meat Industry Trust the amount of eighty-two dollars and forty cents (\$82.40) for each employee who worked eighty (80) hours or more during the preceding month. These monies shall be used to purchase the Benefits Plan referred to in Paragraph A of this Section 18, for each covered employee and eligible dependents. Payments shall be made to the Trust by the twentieth (20th) day of each month.
- C. Effective August 1, 1977, the Employers party to this Agreement shall pay into the Washington Meat Industry Trust the amount of one hundred twenty-three dollars and forty cents (\$123.40) for each employee who worked eighty (80) hours or more

during the preceding month. These monies shall be used to purchase the Benefits Plan referred to in Paragraph A of this Section 18, for each covered employee and eligible dependents. Payments shall be made to the Trust by the twentieth (20th) day of each month.

D. Effective August 1, 1978, the Employers party to this Agreement shall pay into the Washington Meat Industry Trust the amount of one hundred twenty-eight dollars and fifty-nine cents (\$128.59) for each employee who worked eighty (80) hours or more during the preceding month. These monies shall be used to purchase the Benefits Plan referred to in Paragraph A of this Section 18, for each covered employee and eligible dependents. Payments shall be made to the Trust by the twentieth (20th) day of each month.

E. Notwithstanding the provisions of the foregoing Paragraphs B, C and D of this Section 18, the parties agree that an optional method of reporting monthly contributions may be established by the Board of Trustees of the Washington Meat Industry Trust on an accounting period basis.

F. In the event of the passage of federal legislation, during the term of this Agreement, implementing a national health program, the Employer shall assume the entire cost thereof. If such national health program does not provide the same level of benefits, then existing under the Washington Meat Industry Trust, the Employer shall continue to pay hourly contributions to the Washington Meat Industry Trust as will be sufficient to fund the difference in benefits.

G. Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Section 4 - Paragraph K.

SECTION 19 - FUNERAL LEAVE

A. A regular full-time employee shall be allowed up to three (3) days off with pay for loss of his normal scheduled days of work due to the death of an immediate member of his family, provided, the employee attends the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law and grandparents. Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not in any event have worked. Funeral leave shall be paid for at the employee's regular straight-time hourly rate.

SECTION 20 - NO STRIKES OR LOCKOUTS

A. During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

SECTION 21 - TERMINATION OF AGREEMENT

A. This Agreement shall be in full effect and binding upon both parties from the first (1st) day of May, 1977, to the fourth (4th) day of May, 1980. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days' written notice prior to the expiration date. If the negotiating period extends

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beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.

B. If any owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary or by operation of law, it shall be his obligation to advise the successor, leasee or transferee of the existence of this Agreement and shall be obligated to retain the employees with their seniority intact and shall assume all other obligations of this Agreement including, but not limited to, all of the obligations owing for the fringe benefits, Health and Welfare, Prescription Drug, Dental and Pension Trusts.

IN WITNESS WHEREOF, we attach our signatures this 5th day of August, 1977.

ALLIED EMPLOYERS, INC.

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO,
LOCAL UNION NO. 81

By /s/ RICHARD L. KING

By /s/ SID CASEY

By /s/ CARL A. WOJCIECHOWSKI

By /s/ MEL J. ROUNDHILL



*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

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June 30, 1978

Secretary-Treasurer
Amalgamated Meat Cutters and Butcher
Workmen of North America
2800 First Street
Seattle, Washington 98119

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Retal - X - [Signature]

Gentlemen:

We now have on file a copy of your collective bargaining agreement(s): between the Allied Employers Inc., covering the King and Kitsap Counties and your union local 81.

We would appreciate your sending us the following information to complete our files:

Number of employees covered 1650/1700

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner