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Between
**PETER ECKRICH
& SONS, INC.**
and
**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA**
LOCAL 337

Nov. 3rd, 1961 to Nov. 3rd, 1964

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AGREEMENT

This agreement made and entered into at Kalamazoo, Michigan this 28th day of October, 1961 by and between Peter Eckrich & Sons, Inc., having its principal place of business at 1025 Osage Street, Fort Wayne 1, Indiana (hereinafter referred to as the "Employer") and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Locals 337 and 365, 2741 Trumbull Avenue, Detroit, Michigan and 435 Hawley Street, Toledo 9, Ohio, respectively (hereinafter referred to as the "Union").

SECTION I

Purpose and Intent

1.01. Purpose. Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees represented by it with respect to wages, hours and conditions of employment and realizes that in order to provide maximum opportunities for continued employment, good working conditions, and better-than-average wages, Employer must be in a strong market position, which means that it must produce at the lowest possible cost consistent with fair labor standards and good working conditions. Union, through its bargaining position, hereby assumes a joint responsibility with Employer for the attainment of these goals.

1.02. Union Cooperation. Union, therefore, agrees that it will cooperate with

Employer and support Employer's efforts to assure a full day's work on the part of each employee represented by Union; and Union agrees that it will actively combat absenteeism and any other practices that restrict or tend to restrict production. Union further agrees that it will cooperate with and support Employer in all reasonable efforts to eliminate wastes in production, to conserve materials and supplies, to improve quality of workmanship, to prevent accidents, and to strengthen good will between Employer and its employees and between Employer and its customers and the public.

1.03. Strikes and Lockouts. Union and Employer agree that there shall be no strikes of any kind, nor shall there be suspension or slow-down of work of any kind on the part of the employees represented by Union, nor shall there be lockouts of any kind by Employer. Therefore, it is the intention of this agreement that Union and Employer shall cooperate in all matters of mutual benefit insofar as permitted by law. Disputes or controversies which may arise are to be settled in a friendly manner as prescribed in Section 9 of this agreement.

1.04. Outside Labor Disputes. Employer will not request or instruct any of its employees to enter upon the premises of any other employer if the employees of such employer are engaged in a strike ratified or approved by representative of such employees who such employer is required to

recognize under the Labor Management Relations Act of 1947.

1.05. Labor Disputes with Other Unions. In the event Employer becomes involved in a labor dispute with any union other than the Union which is a party to this agreement, Union will do all in its power to effect a fair and peaceful settlement between Employer and such other union.

1.06. Discrimination. Union and Employer agree to give fair and reasonable consideration to all applicants and employees regardless of race, sex, color, creed, or nationality.

SECTION 2

Recognition

2.01. The employer recognizes the Union as the sole collective bargaining agency for hours, wages and other conditions of employment for all production and maintenance workers engaged on jobs in its Kalamazoo, Jackson, Muskegon, Detroit, St. Joseph and Manistee, Michigan plants and branches and Ohio branches excluding superintendents, assistant superintendents, foremen, driver and relief driver salesmen, transport drivers, branch managers, working branch managers, all office employees, chemists, assistant chemists, technicians, all other laboratory personnel, all plant protection personnel and employees specially selected by the Company who are undergoing training and instruction.

2.02. **Membership in Union.** Union membership shall not be a condition of initial employment. However, all regular employees covered by this agreement, except casual employees, shall, as a condition of continued employment become members of Union after six weeks after initial employment by Employer and shall continue membership in good standing of Union. "Casual" employees shall mean persons occasionally, but not regularly, employed by Employer.

Employer, however, shall not be required to discharge any employee after he has been employed by Employer for more than six weeks, except for non-payment of dues or initiation fee of Union. Any person employed by Employer shall be admitted to membership in Union.

2.03. **Collection of Union Dues.** Employer agrees that it will deduct from the pay of each employee who is a member of Union, upon receipt of his written authorization, all legally authorized dues and forward same on or before the tenth day of each month in which deduction is made to the secretary of Union.

Union shall indemnify and save Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by Employer for the purpose of complying with this section.

2.04 **Union Activity.** There shall be no collection of dues from employees during

employees' working hours, and there shall be no discussion between employees on matters pertaining to the Union during employees' working hours.

SECTION 3

Management

3.01. **Rights of Management.** It is hereby recognized that the right to promote, demote, or dismiss employees, as well as the right to give merit increases, is a responsibility belonging exclusively to Employer. The management of the plants and branches, the direction of the working forces, the method and means of production, the method of paying compensation (it shall be paid weekly), and giving of merit increases within the applicable rate ranges, the right to hire, suspend, or discharge employees for proper cause (such as habitual drunkenness, dishonesty, insubordination, or other unworkman-like acts that interfere or tend to interfere with the general efficiency in any department), the right to transfer (promote or demote) employees from one job to another, and the right to discharge or lay off employees because of lack of work or for other legitimate reasons, is vested exclusively in Employer.

A printed form entitled "Warning Notices" will be furnished each foreman. At his discretion, he may utilize this form as a warning to those employees engaging in an unworkman-like act, one copy will be furnished employee, with the second copy

placed in the employee's personnel record. For all more serious offenses, warning letters will be sent to the employee with copies forwarded to the Union office in Detroit, Michigan, to the Chief Steward, to the Departmental Steward, and one copy placed in the employee's personnel file. After one year, both the warning notices and the warning letters are no longer to be used against him.

3.02. Discharge or Demotion. It is agreed, however, that no regular employee employed by Employer for six (6) weeks or more shall be dismissed, suspended, or demoted without just and sufficient cause therefor. If any employee is proved to have been discharged, suspended, or demoted unjustly, such employee shall be restored to his position with compensation for all lost time, provided that formal protest in writing is made and delivered to Employer within seventy-two (72) hours after such alleged unjust discharge, suspension, or demotion. Such case shall be governed by the provisions with respect to grievances and shall be decided within three (3) days.

3.03. Production Standards.

(a) Union shall not object to the making of any time studies or efficiency studies in plant or branch operations.

(b) Production standards will be set at a level based on operator working at a normal pace and with all proper allowances added for personal, fatigue, and delay time. The Company may change standards when

there has been a change in the methods or materials or other conditions under which the original standards were established, or when clerical errors in computation are found. In the event that the Company establishes an incentive program, wages shall be fixed by appropriate methods so that a qualified employee working at above normal effort and scale would earn more than the basic hourly rate of the job to which he is assigned. The Company will give due consideration to the normal contingencies which the employee will be facing in the performance of the job, personal time and unavoidable delays.

(c) Any dispute relating to the application of the foregoing principles shall be subject to the following grievance procedure:

(1) The Company shall have five working days in which to answer a grievance submitted by the Union with reference to a standard.

(2) If agreement is not reached, then before the matter is submitted to arbitration, there shall be a meeting with the Union Representatives and the International Representatives and Company in an effort to resolve the issue.

(3) If agreement at this step is not reached, then the reasonableness of the standard will be determined by a qualified Industrial Engineer arbitrator who is mutually acceptable by both parties, selected from a list submitted by the American Arbitration Association.

(4) Each party shall pay the expense of presenting its own case and share equally the cost of the arbitrator and other necessary expenses.

SECTION 4

Compensation and Working Conditions

4.01. Basic Wage or Salary Rates. Basic wage and salary rates for the job classifications of the employees covered hereunder shall be in accordance with the wage and salary rate ranges for the respective job classifications as listed on Exhibit "A" attached hereto, which exhibit is made a part of this agreement.

Wage or salary rates in effect on the date of this agreement shall be increased seven (7c) cents per hour effective September 4, 1961. One (1c) cent of such increase shall be credited against an increase which may hereafter during the life of this contract become payable under the Cost-of-Living allowance provided for in 4.02. The wage rates shall be further increased six (6c) cents per hour effective the first full pay period following September 1, 1962 and six (6c) cents per hour effective the first full pay period after September 1, 1963. In addition to the wage increase outlined above, the current Cost-of-Living increment of five (5c) cents shall be added to the base rates.

In addition to the general increase as outlined above the Company will grant one-half ($\frac{1}{2}$ c) cent increase for each four and one-half ($4\frac{1}{2}$ c) cents spread above the

so-called labor grade.

4.02. Cost of Living Allowance. Effective with the first pay period beginning after January 1, 1962, and thereafter during the period of this agreement, a Cost-of-Living adjustment, if applicable, shall be made semi-annually with the first pay period beginning on or after January 1 and July 1.

Such adjustment shall be based on changes, if any, in the first published Consumer Price Index of the Bureau of Labor Statistics, U. S. Department of Labor as of the prior November and May, respectively.

Each such adjustment will be effective for a six (6) month period, providing for an increase or decrease of one (1c) cent change in the adjustment for each .5 increase or decrease of one (1c) cent change in the adjustment for each .5 increase or decrease in the index. Such adjustment on the part of the Big Four Packers shall be correspondingly increased or decreased as of the date of such increase or decrease.

4.03. Hiring Rates. All new employees, except those hired for the Garage Department, shall be hired at a basic hourly rate of five (5c) cents less than the minimum rate listed on Exhibit "A" for the job classification for which such employee is hired and at the end of the first four (4) weeks of employment shall be increased to the minimum basic hourly rate applicable for such employee's job classification. If a new employee's job classification is changed during the first four (4) weeks of employment, his rate shall likewise be changed to

an amount which is five (5¢) cents less than the minimum rate listed on Exhibit "A" for the job classification to which such employee is changed.

In computing the first four (4) weeks of employment, any part of a week worked shall be considered a week.

A new employee hired for the Garage Department (job classification of chief mechanic, mechanic, acting mechanic, and utility man) shall be hired at a minimum weekly salary rate for the particular classification for which employed, as listed on Exhibit "A".

4.04. Merit and Length of Service Increases. As stated in Section 4.03 above, all new employees hired for any job, except one in the Garage Department, shall receive an increase of five (5¢) cents per hour after completion of the first four (4) weeks of employment, which increase will bring the employee up to the minimum rate listed on Exhibit "A" for the employee's job classification.

At the conclusion of three (3) months of employment the employee will be given an increase to the mid-point in the rate range. If, however, the employee's work is considered as not satisfactory, he will be given a letter of warning. At the conclusion of four (4) months of employment the employee will then be given the increase to the midpoint or a second or final letter of warning.

At the conclusion of six (6) months total employment, the employee will be given an increase to the maximum rate range. Ex-

cessive absenteeism, however, may be taken into consideration and the increase may be postponed in direct proportion to the absenteeism.

All increases will be given on the first day of the work week following the employee's becoming eligible for increase.

4.05 Permanent Promotions. In cases where an employee is promoted to a higher rated job (that is, to a job carrying with it higher rate of pay, as listed on Exhibit "A"), such employee's rate of pay shall be increased to the same bracket as occupied in his former job, either the minimum, mid-point or maximum.

4.06. Permanent Demotions. An employee who is demoted to a lower rated job shall receive the comparable rate in the rate range applicable to the job to which demoted.

4.07. Temporary Transfers. An employee temporarily transferred from one job to another for a period of two (2) hours or less shall, during the period of transfer continue to receive his former job rate regardless of the rate of the job to which transferred. An employee temporarily transferred to another job for more than two (2) hours but less than thirty (30) days shall during the period of such transfer receive either (a) his former rate in effect immediately preceding such transfer or (b) the rate of a corresponding bracket. Either the mid-point or maximum of the rate range to which transferred, whichever is higher.

4.08. First-Aid Work. Assistant first-aid attendant shall be selected in the Kalamazoo Plant, receiving a premium rate of three (3¢) cents per hour in addition to his or her basic hourly rate in effect for such employee's regular job classification. A premium rate of six (6¢) cents per hour shall be paid to such assistant first-aid attendant when relieving in the absence of the registered nurse for illness, vacation, or other legitimate absence. Qualifications for the assistant first-aid attendant shall be established by the Employer.

4.09. Branch work by Maintenance Employees. Maintenance employees required to do work at the branches of this Company shall receive a premium rate of seven (7¢) cents per hour in addition to the basic hourly rate for that time spent away from the Kalamazoo Plant.

4.10. Night Shift Differential. Employees, except those employed in the Garage Department, working on the night shift shall receive twelve (12¢) cents per hour premium pay in addition to the basic hourly rate for such employee's job classification. A night shift shall be considered as including any shift other than the normal day shift.

Employees in the Garage Department working on the night shift shall receive \$1.90 per week in addition to the basic salary for such employee's job classification. The night shift differential prior to November 3, 1956 was previously incorporated as a part of the basic salary for Garage em-

ployees and shall continue to be considered a part of the regular salary rate no matter if the employee works days or nights.

4.11. Hours of Work and Overtime.

(a) **Work Week.** The work week shall begin at 12:01 a.m. Sunday. The work week for computing overtime pay shall commence on the first day the employee is scheduled to report for work.

(b) **Work Day.** A work day for the purpose of computing overtime pay shall consist of a 24 consecutive-hour period commencing with the time the employee's regular shift or the particular employee is required or scheduled to commence work.

(c) **Hourly Paid Employees.** Each hourly paid employee shall receive overtime at the rate of one and one-half times his basic hourly rate for all hours worked (1) in excess of eight (8) hours in any one day, (2) in excess of forty (40) hours in any one week, (3) on the sixth day, provided the employee has worked three (3) days or more in the work week in which such sixth day falls.

Each hourly paid employee shall receive overtime at twice his basic hourly rate for all hours worked (1) on the seventh consecutive day worked during any work week, (2) on the seventh day, provided the employee has worked four (4) days or more in the work week in which such seventh day falls or was unable to work due to lay-off by the Company.

Each hourly paid employee shall receive, in addition to the holiday pay for not work-

ing, overtime at the rate of one and one-half times his basic hourly rate for all hours worked on the following holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Veterans Day and Christmas Day.

(d) **Maintenance Employees.** Each Maintenance employee shall receive overtime at the rate of one and one-half times his basic hourly rate for all hours worked: (1) In excess of eight (8) hours worked in any one day, (2) in excess of forty (40) hours in any one week, (3) on the sixth day worked in any work week.

Each Maintenance employee shall receive overtime at twice his basic hourly rate for all hours worked: (1) on the seventh day worked in any work week, (2) on Sunday, provided he has worked six (6) days in the work week and, provided further, that where double time is paid for work performed on Sunday, no overtime shall be paid for the sixth consecutive day and no double time shall be paid for the seventh consecutive day, (3) each Maintenance employee shall receive overtime for work performed on a holiday, in accordance with sub-section 4.11 (c) of the contract.

(e) **Salaried Employees.** Each employee compensated on a salary basis shall receive overtime computed at time and one-half on the basis of a fluctuating work week for all hours worked in excess of forty (40) hours in any one week. Nine (9) hours sick pay allowance granted for each day absent

due to sickness or accident shall be computed on a straight time basis.

Each employee compensated on a salary basis shall receive overtime computed at twice his regular rate on the basis of a fluctuating work week for all hours worked on (1) the seventh consecutive day worked during any work week, (2) on the seventh day, provided the employee has worked four (4) days or more in the work week in which such seventh day falls.

In computing holiday pay for not working, salaried employees will be paid the straight time rate figured on the basis of a forty-six (46) hour work week.

(f) **Days Worked.** In computing the sixth and seventh days worked under sub-sections (c), (d) and (e), a day shall be counted as a day worked in those cases where (1) an employee works the full day, (2) an employee reports for work and is sent home, (3) an employee sustains an occupational injury during such day in the course of his employment.

(g) **Pyramiding.** Overtime payments shall not be pyramided, and no employee will be paid overtime on more than one basis for the same overtime hours worked.

4.12. Time Lost on Account of Injury. Any employee who is injured on the job, and must leave for medical attention, shall suffer no loss of pay for the time lost that day as a result of visits to or consultations with, the Employer's physician. The employee's working day shall cease when the

other employees on his shift leave work. Such absence shall be paid for at the employee's basic rate, and shall be used for computing overtime, and for all other purposes covered in this agreement.

4.13. Allowed Time for Changing Clothing and Washing. Employees shall be allowed twelve (12) minutes per day at their regular basic rate of pay for the purpose of changing clothing and washing. This allowance shall be counted as hours worked in computing overtime and for all other purposes under this agreement.

4.14. Attendance of Union Meetings by Night Shift Employees. Two and one-half hours of time off with pay at his regular basic rate will be allotted once a month to one employee among the night shift employees so that he may attend Union meetings. Pay will be dependent upon the employee reporting for work and working the hours as ordered before and after the meeting. The person to attend such meeting shall be selected by the Union, and his absence to attend such Union meeting shall be subject to the approval of his foreman. Such time off shall also be counted as hours worked in computing overtime and for other purposes under this agreement.

4.15. Rest Periods. One eighteen (18) minute rest period will be granted in eight (8) hours or one rest period when an employee is required to work four (4) consecutive hours and a second rest period of ten (10) minutes will be granted after eight (8)

hours and five (5) minutes have been worked. When an employee is required to work beyond ten (10) hours and fifteen (15) minutes an additional twenty (20) minute rest period will be given. The Company shall furnish coffee and sandwiches or a \$1.00 meal allowance in lieu thereof. Additional rest periods will be allowed for each three (3) consecutive hours worked.

4.16. Report Time. Any employee called to work will be provided with a minimum of four (4) hours of work or pay at his regular basic rate in lieu thereof, which time shall be counted as hours worked in computing overtime and for other purposes under this agreement. Maintenance employees making a routine check of the plant will be paid a minimum of four (4) hours at their regular basic rate for each routine check made, or actual time worked, computed as provided for in Section 4.10, whichever is the greater.

4.17. Lunch Period. No employee shall be required to work more than five and one-half (5½) hours after commencing work without an allowance of one-half (½) hour for lunch, except in cases of mechanical breakdowns, emergencies, or periods of continuous operations. The one-half (½) hour for lunch shall be without pay and on the employee's time.

4.18. Clothing and Equipment. The Company will furnish employees the necessary clothing and equipment without charge in the course of their work in accordance with the limits set forth in Exhibit "B" attached hereto and made a part thereof.

After an employee has received five (5)

uniforms, it will be necessary to turn in the old uniforms before a new one is issued.

Should the Employer be unable to purchase all or any part of the clothing listed in the second preceding paragraph, Employer will repay or reimburse employees in an amount equal to the retail selling price of such clothing as may be purchased by the employees themselves, provided that such purchase is made with the prior consent of Employer.

The clothing furnished by Employer, will be laundered and maintained without charge by Employer.

The clothing will remain the property of Employer, and any such clothing or equipment not returned by employee upon separation from the Employer's employ, will be charged to such employee.

The three men engaged in unloading the Chicago Truck will receive overalls as required.

Employees employed in the blast cooler doubling products and becoming wet will be furnished a clean coverall daily.

There will be made available for those employees who work at unloading boxcars of meat two (2) pairs of boots. These boots will be available at the stockroom to be returned when the unloading is completed.

Rubber boots will be furnished those employees classified and engaged in the Smoking Department washroom operation.

Employees in the Boning Department will purchase initial knife and steel required

for their respective job and the Company will replace on a turn-in basis of old for new thereafter without charge to the employee. (Temporarily limit, two (2) knives every three (3) months.)

4.19. Tools. Employees in the Maintenance Department will be required to furnish at their own cost all hand tools for the performance of their jobs, but will be given a yearly allowance toward the purchase of tools as listed on the basic tool list appearing on the schedule "Tools Required for Maintenance Department". Skilled employee's credit will be \$25.00 and semi-skilled employee's credit will be \$15.00. When the employee has a complete set of basic tools in good condition, the credit may be used toward the purchase of tools in the advanced category. Miscellaneous tools will be available for occasional employees working in the Maintenance Department.

Employees in the Garage Department will furnish small hand tools necessary for the performance of their job. However, to compensate Garage employees for the tools required in their trade, at contract time each year, will be paid \$25.00 if he is in the classification of mechanic, \$17.50 if he is in the classification of acting mechanic. The employees in these classifications will be required to have a complete set of tools as specified on the schedule "Tools Required For Garage Department".

4.20. Physical Examination. Employer shall have the right to require physical ex-

amination by its physician in the case of all new employees and the right to require an annual physical examination for each regular employee. The passing of such physical examination, however, shall not be made a condition of continued employment, except in the case of communicable disease, in which case the employee may be dismissed or temporarily suspended, upon the advice of the Employer's designated physician. The employee may not return to work until Employer's designated physician advises that the disease is no longer communicable by such employee.

4.21. **Jury Duty.** An employee who is called for jury duty upon notification to the Company shall be excused from work for the day or days on which he serves and he shall receive for each day of jury service on which he otherwise would have worked, his regular basic rate of pay for each hour of such absence less jury fees received by him for performing such service. The hours of work will be determined by using the average hours worked in the employee's department on day or days of such jury service.

SECTION 5

Guaranteed Employment

5.01. Employer agrees and guarantees to pay for a minimum of forty (40) hours of pay per week for each regular employee, fifty-two (52) weeks per year. This provision shall not be effective in those cases where an employee is absent for one-half (1/2) day or more, or has refused work in

some other department during the work week. Any absence for less than one-half (1/2) day shall be deducted from the total hours guaranteed.

This provision shall also not be effective in those cases where the plant or any department is closed or operations terminated on account of a breakdown, fire, accident, strike, or any other causes beyond the control of Employer, and shall likewise not be effective for the work week in which a regular employee is called back after one (1) working day or more in that work week has passed.

SECTION 6

Vacations

6.01. **Annual Paid Vacation.** (a) All employees covered by this agreement shall receive annual paid vacations as follows:

Length of Continuous Employment	Annual Paid Vacations
(1) One year or more but less than three years	One (1) week
(2) Three years or more but less than ten years	Two (2) weeks
(3) Ten years or more but less than twenty-two years.....	Three (3) weeks
(4) Twenty-two years or more	Four (4) weeks
(5) Effective January 1, 1964, twenty years or more....	Four (4) weeks

6.02. Length of Continuous Employment. Length of continuous employment shall be computed as of the date just prior to the time the employee's annual vacation is taken. However, when an employee has completed nine (9) months, or has reached the anniversary date of his employment, he shall be entitled to a vacation or pay in lieu thereof, except employees who are discharged for proper cause shall forfeit any right to vacation or vacation pay. (Proper cause shall mean language as now spelled out "Rights Of Management". Refer to Section 3.01).

6.03. Computation.

(a) **Hourly Paid Employees.** An hourly paid employee entitled to one (1) week's vacation shall receive an amount equal to such employee's basic hourly rate at the time the vacation is taken times forty-eight (48). An hourly paid employee entitled to two (2) weeks' vacation shall receive an amount equal to such employee's basic hourly rate at the time the vacation is taken times ninety-six (96). An hourly paid employee entitled to three (3) weeks' vacation shall receive an amount equal to such employee's basic hourly rate at the time the vacation is taken times one-hundred and forty-four (144). An hourly paid employee entitled to four (4) weeks' vacation shall receive an amount equal to such employee's basic hourly rate at the time the vacation is taken times one-hundred and ninety-two (192).

(b) **Salaried Employees.** A salaried employee (who received overtime on the basis

of a fluctuating work week) entitled to one (1) week's vacation shall receive an amount equivalent to such employee's total earnings for a forty-eight (48) hour week computed on a fluctuating work week basis at the time such employee's vacation is taken. A salaried employee entitled to two (2) weeks' vacation shall receive an amount equivalent to twice such employee's total earnings for a forty-eight (48) hour week computed on a fluctuating work week basis at the time such employee's vacation is taken. A salaried employee entitled to three (3) weeks' vacation shall receive an amount equivalent to three (3) times such employee's total earnings for a forty-eight (48) hour week computed on a fluctuating work week basis at the time such employee's vacation is taken. A salaried employee entitled to four (4) weeks' vacation shall receive an amount equivalent to four (4) times such employee's total earnings for a forty-eight (48) hour week computed on a fluctuating work week basis at the time such employee's vacation is taken.

6.04. Time of Vacation. Vacations will be granted at such times as are most convenient to Employer and may be taken only at such time or times as the Employer approves. Only one (1) vacation may be taken during any one (1) calendar year. No vacation shall be taken by an employee unless nine (9) full months have elapsed from the date of such employee's previous vacation, or the anniversary of his employment has been reached. Preferences for vacation dates

will be given on the basis of plant-wide seniority.

6.05. Bonus Vacation Days. Any employee taking his vacation during the months of November, December, January, February or March, shall receive one (1) additional vacation day for each week of vacation taken during these months provided that the additional day (or days) shall immediately precede or immediately follow the vacation period and shall be taken within the months of November, December, January, February or March.

SECTION 7 Holidays

7.01. New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Veterans Day, and Christmas Day shall be considered recognized holidays, during which days there shall be no regular production, except in cases of emergency or periods of continuous operations. Any employee required to work on any of these holidays shall be paid as provided in subsection 4.11.

If Veteran's Day falls on a day other than Saturday, it shall be observed on a Monday or Friday of any work week selected at the discretion of the Company, but no later than December 31 of the calendar year.

If two-thirds ($\frac{2}{3}$) of the states proclaim Veteran's Day as a regular holiday the Union may, if it so desires, reopen negotiations for this section pertaining to Holidays only.

In order to be eligible for holiday pay, it is necessary to work the work day preceding and the work day following the holiday.

Up to two (2) hours' absence or tardiness is collectively allowed the work day before and the work day following the holiday to collect full holiday pay.

An employee will be considered as excused for either the day before or the day after a holiday, or both, in the event of a death in his immediate family which consists of a father, mother, brother, sister, son, daughter and in-law relationship of these names above.

In those cases where an employee is absent due to illness either the work day before or the work day following the holiday, he will receive holiday pay, provided he works the other work day adjacent to the holiday and provided also, that he furnish an acceptable statement from a medical doctor indicating such illness.

7.02. Pay for Holidays Not Worked. If one of the above holidays occurs within an employee's vacation period, he shall not receive holiday pay in addition to his vacation pay. If one of the above holidays falls on a day not included in the employee's work week, he shall not receive holiday pay. Hours not worked on a holiday shall not be considered as hours worked in computing overtime. In computing (sixth day) and (seventh day) overtime pay, a holiday shall not be counted as a workday unless the employee has worked four or more hours on that day.

Where one of the holidays falls on a Saturday, seniority listed employees shall receive eight (8) hours holiday pay.

Where one of the holidays above listed falls on a Sunday, such holiday shall be observed on the Monday following the Sunday holiday, when such Monday observance is nationally accepted, excluding Veteran's Day.

7.03. Holidays Immediately Preceding or Immediately Following Vacations. Sub-Section 7.02 will be applied in the following manner if a holiday immediately precedes or follows the vacation of any employee:

The employee must work the last regularly scheduled work day preceding the holiday and/or the vacation. He will not be compelled to report for special work, either on the day following the regularly scheduled work day preceding vacation and/or holiday, nor will he be asked to report for special work preceding his first regularly scheduled work day following holiday and/or vacation to qualify for holiday payment at the time of vacation.

SECTION 8

Seniority

8.01. Departmental Seniority. In all cases of promotion, the seniority of the employee shall be on a department-wide basis, and ability and seniority will be the determining factors in the giving of such promotions. In the event that an opening cannot be filled from within the department, it will be

offered on a plant-wide basis, with ability and seniority the determining factors. The term "department" shall refer to Boring, Grinding, Stuffing, Smoking, Stockroom, Shipping, Maintenance and Garage.

All job openings involving members of Local Union No. 337 and Local Union No. 365 shall be posted on the plant bulletin boards.

Any employee who has acquired seniority rights, shall be entitled to sign a job posting, provided that:

- (1.) An employee shall not be entitled to accept more than two jobs within a twelve (12) month period dating from the time of the first job acceptance.
- (2.) A person who signs a job available posting and rejects the offer of the job shall have said rejection counted as a job acceptance in the meaning of (1) above.

This limitation shall not apply to job available postings which list an assistant foreman's opening.

A branch employee wishing a job in the Kalamazoo plant must notify the Company in writing of his intentions. He shall have preference for available job openings only over a new employee. He will come into the plant with no departmental seniority or plant seniority; he shall retain his continuity of service but have no vacation preference.

In order to avoid layoff for lack of work, a sales driver who transferred from the

plant to Sales will have the opportunity to come into the plant whenever there is an opening with no departmental seniority or plant seniority. He shall retain his continuity of service but have no vacation preference.

A temporary employee in the plant who wants a permanent job will have job preference over and above employees desirous of employment in the Kalamazoo plant.

In the case of inter-departmental promotions, the Company will have the right to administer appropriate aptitude tests for purposes of seeing that minimum job aptitude standards are met. Ability and seniority will continue to be the determining factors in cases of job promotion. Aptitude tests will be used solely as an objective tool in helping to determine ability.

8.02. Nature of Seniority. Union and Employer agree that seniority rights alone shall not justify the retention of an employee merely because of a record of long employment. The quality and quantity of work performed by each employee shall also be considered as a matter of importance. Union recognizes the necessity of Employer maintaining an efficient and capable working force and, therefore, agrees to cooperate with Employer in all possible ways to raise standards of work. In those cases where a layoff is contemplated, a representative of Employer and of Union shall first meet so that an understanding can, if possible, be reached regarding individual cases of employees where ability would be a factor of

considerable importance outweighing his seniority rights.

Temporary employees shall after six weeks (6) employment become members of the Union. They shall have seniority among themselves. They shall be offered an opportunity to sign permanent job openings if they indicate or notify the Company their desire of permanent employment. If a temporary employee becomes a permanent employee, his departmental seniority shall start immediately, but his Company service of employment shall date from last date of hire-in.

In order to get the best qualified employees, and as an incentive for Maintenance Department employees to improve their skill, an employee of the Maintenance Department, who voluntarily takes sufficient training in anticipation of a promotion to a skilled position, may be selected on the basis of ability alone for such position, if an appropriate job opening occurs.

In order to get the best qualified employees, and as an incentive for Garage Department employees to improve their skill, an employee in the Garage Department, who voluntarily takes sufficient training in anticipation of a promotion, may be selected on the basis of ability alone for such position, if an appropriate job opening occurs.

8.03. Loss of Seniority Rights. Seniority rights shall be lost or forfeited in all cases of absence exceeding ninety (90) consecu-

tive days, except in those cases where an employee is granted a leave of absence by Employer. Seniority rights shall also be lost or forfeited in those cases where an employee is absent without notifying Employer or furnishing a reasonable written excuse explaining such absence after Employer has written to such employee by registered mail addressed to such employee at his last known address. In event of the failure of a regular employee to notify the Industrial Relations Manager of his correct home address or telephone number, if any, the Employer shall be considered as having performed all obligations of notifying the employee of this agreement if notification be given to employee concerned at the last home address, if any so furnished by the employee. A copy of such written request by Employer shall be delivered to the Chief Steward of Union. If no reply is received from such employee within three (3) days after the posting of such written request by Employer, such employee's employment will be terminated, and such employee will forfeit all seniority rights.

All seniority rights shall be forfeited or lost in those cases where the employee voluntarily leaves Employer's employ or is discharged for proper cause or has been laid off by Employer for a period of twelve (12) consecutive months or longer.

Seniority rights shall also be forfeited or lost for failure to report for work upon rehiring, as set out in sub-section 8.07.

8.04. Departmental Transfer. Employees permanently transferred from one department to another department shall retain seniority in the department from which transferred for a period of thirty (30) calendar days following such transfer. If the employee remains in the department to which he has been transferred for more than thirty (30) calendar days from the date of transfer, he shall lose all seniority rights in the department from which transferred and shall acquire seniority rights in the department to which transferred as of the date of such transfer, unless business reasons require that he be re-transferred back to the original department from which transferred, in which case his seniority in the department from which originally transferred shall be restored.

8.05. Intra-Departmental Transfer. Employees permanently transferred from one job to another within the department shall retain seniority on the job from which transferred for a period of thirty (30) calendar days following such transfer. If the employee remains on the job to which he has been transferred for more than thirty (30) calendar days from the date of transfer, he shall lose all rights to the job from which transferred unless business reasons require that he be re-transferred back to the original job from which transferred, in which case his seniority on the job from which originally transferred shall be restored.

8.06. Plant-Wide Seniority. In all cases of layoff, the seniority of the employee or

employees involved, shall be on a plant-wide basis and shall be the determining factor, provided that the employee or employees have the ability to do a given assignment of work.

"Ability to do a given assignment of work" shall be interpreted to mean that women will be excluded from transferring to departments other than Shipping Department. Nor will women Shipping Department employees be placed on any job which is normally posted for male employees only.

8.07. Re-Hiring. When employees who have been laid off temporarily are re-hired, such re-hiring shall be done in the reverse order of the employees' layoff, so that the real purpose of seniority shall apply, not only in the case of layoffs, but also in the case of re-hiring. In all cases of re-hiring, each employee to be re-hired shall be notified by telegram or by registered letter addressed to him at his last known address, stating that he will be expected to work at a certain time. If the employee so notified fails to report to work at the time and place directed, he shall forfeit all seniority rights, unless such inability to report at the time and place directed is due to reasonable cause, in which case such employee shall be allowed an additional five days to report to work at the time and place directed, provided that Employer is notified immediately by such employee as to his temporary inability to report for work at the time and place originally directed.

8.08. New Employees. New employees shall be considered as on probation for the first six (6) weeks of their employment and shall have no seniority rights during that time. However, if such employees remain in employ of Employer after the first six (6) weeks of employment, then they shall acquire seniority as of the date of their initial employment.

8.09. Trainees. Employees being trained for executive or sales positions shall not possess any seniority rights. The number of such employees shall not exceed five (5) per cent of the total number of employees employed by Employer in the plants or branches covered by this agreement. Employer shall inform Union as to which employees are being trained for executive or sales positions.

8.10. Union Steward and Union Committee. The Union Steward and all Union committee members shall be considered to have and to possess the highest seniority in the department in which they are respectively employed in all cases of layoff during their respective terms of office.

The names of the Chief Steward and of the committee members shall be furnished to the Industrial Relations Manager annually, immediately following the signing of the union contract and any change in the membership of this committee shall be brought to the attention of the Industrial Relations Manager in writing.

8.11. Female Employees. Not withstand-

ing other provisions of this section, no female employee shall have the right, because of seniority or other reason, to employment in any particular job classification, or to participate in any operation which Employer deems unfit or unsafe for female labor, provided that this sub-section shall not preclude any female labor from doing or performing work which has heretofore been performed by female labor.

8.12. **Sales Jobs.** All employees covered by this agreement will have the opportunity of an interview at any time if interested in sales work.

This interview will be arranged in the following manner: The employee is to signify his interest in sales work by writing the Industrial Relations Department. The Industrial Relations Department will then arrange for an interview either with the Sales Manager or Unit Head. Final selection of sales personnel shall continue to be vested exclusively in Employer.

8.13. **Supervision.** Supervisory employees shall not perform work on any hourly rated job classification if the result would be to displace an employee in the bargaining unit but this will not prevent such work:

(1) In emergencies when regular employees are not immediately available.

(2) In the instruction or training of employees.

(3) In testing materials and production.

(4) In the performance of necessary work where production difficulties are encountered.

However, supervision in our Garage and Smoking Departments shall be allowed to perform work not in excess of twenty-five (25%) per cent of their time in an eight (8) hour day on the same work regularly assigned to employees covered by this agreement. Abuse of this right shall void the percentage of work allowed Garage and Smoking Department supervisors.

The Employer shall have the right to promote regular employees or probationary employees to the positions of foremen, assistant superintendents, and superintendents in total disregard of seniority, and to hire new employees for this position. Regular employees promoted to one of these positions, either prior or subsequent to this agreement shall retain and accumulate length of service; and such length of service shall be considered in determining their seniority in the event of a subsequent demotion or reclassification, due to no fault of their own, to the rank of a regular employee.

8.14. **Layoffs.** It is to the best interests of the Union, the Employer and the employees that the operation of seniority in the case of layoffs shall not result in excessive shifting of employees from one job to another (job bumping) or the automatic layoff of an employee from a position requiring greater skill and the substitution of an employee with greater seniority who may not be qualified. Accordingly, notwithstanding anything contained in any other provision of Section 8, Benchworkers in the

Stuffing Department or the Packers in the Shipping Department may be laid off when reduction of personnel is necessary, so long as they are laid off in accordance with seniority if the length of service is less than six (6) months, and in the case of Packers among Packers in the Shipping Department and Benchworkers among Benchworkers in the Stuffing Department.

8.15. **Transport Drivers.** Whenever a relief transport driving job is open, the job available posting will designate whether it is to be a day or night job. The employee selected will remain on that shift throughout his progression in the relief driving category.

In order to avoid layoff for lack of work, a transport driver, who has completed his probationary period shall have the privilege of bumping back through the No. 1 relief driver.

No. 1 to bump 2. The last relief driver shall take the position of Packer in the Packaging Department. When the next relief job opens up, regardless of time element involved, he will have the privilege of accepting this position (no posting will be necessary). Should he refuse, the job will be posted and he forfeits his above privilege in regard to progression. In the interim, it will not hinder him from signing other job postings, nor jeopardize the first driving position available.

All relief drivers shall receive the maximum of the transport rate for all hours driven on defined runs, which are: Detroit,

Jackson, Muskegon, Findlay, Fort Wayne, Swing Driver, Chicago (2), Sanitary Disposal (Days), Kroger and A & P Grand Rapids, and Kroger and A & P Detroit, excluding our local sanitation disposal run, which they must realize 50 per cent of hours driven during such work week to receive the maximum transport driver rate.

Whenever a transport driver decides to leave his position and return to the plant, he will return to the Shipping Department with no departmental seniority.

8.16. **Job Re-evaluation.** In the case of a job re-evaluation, the job will not be re-posted, and the employee who holds the job will continue at the increase or decrease rate.

8.17. **Seniority and Plant Rules.** The Company agrees to publish and post plant rules of conduct permanently. Any new rule will be submitted to and agreed upon by the Union.

SECTION 9

Grievances

9.01. If any dispute or grievance arises under this agreement or any difference of opinion exists between Employer and Union or the employees represented hereunder as to the meaning and application of this agreement or as to any other matter affecting Employer's operations, there shall be no strikes, lockouts, slowdowns, stoppages, or suspension of work on account of such grievances, differences, or disputes, but an earnest effort shall be made by both Em-

ployer and Union to settle such grievances, differences, or disputes promptly.

Any such grievance, dispute, or difference shall be handled in the following manner:

(a) Any employee having a grievance, dispute or difference shall outline his grievance to the foreman of his department. Any agreement reached at that time shall be final and binding.

(b) If no settlement is reached under (a) above, the aggrieved employee together with the steward of the department shall meet with the foreman of the department in which he is employed. Any agreement reached at this point shall likewise be final and binding.

(c) If no settlement is reached under (a) or (b) above, the grievance, dispute, or difference shall be referred to Employer's Industrial Relations Manager, who shall meet with the manager or business agent of the Union. Any agreement reached at this point shall likewise be final and binding.

(d) If no agreement is reached under either sub-paragraphs (a), (b) or (c) above, the grievance, dispute or difference shall be submitted to a committee of four (4) members, consisting of two (2) representatives chosen by Union and two (2) representatives chosen by Employer. The grievance, dispute, or difference shall at this time be reduced to writing. Any agreement reached by a majority of this committee shall be final and binding.

(e) If the committee designated in par-

agraph (d) above is unable to reach a final decision by majority agreement, the four (4) members of the committee shall select a disinterested person to hear the grievance, dispute, or difference, and the findings of such disinterested person shall be final and binding upon Employer, Union, and the particular employee involved.

(f) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this agreement and about alleged violations of the agreement. The arbitrator shall have no power to add to or subtract from or modify any terms of this agreement, nor shall he substitute his discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union, nor shall he exercise any responsibility or function of the Company or the Union.

9.02. Expenses. The expense of employing any disinterested person as arbitrator and other necessary expenses under the provisions of paragraph (e) of section 9.01 shall be paid equally by Union and Employer. Union and Employer shall each bear the expenses pertaining to their own witnesses, consultants, and representatives.

SECTION 10

Leaves of Absence

10.01. (a) Temporary Leave of Absence. Employer may grant temporary leave of

absence without loss of seniority to any employee requesting such temporary leave of absence in writing, provided that such leave of absence shall not exceed a period of one-hundred eighty (180) days without the consent of the Union.

(b) A sick leave of absence will be granted upon certification of a doctor identifying the illness and an estimation of how long the disability will continue. If such leave extends beyond one year, a review is in order for consideration of extension, but an employee shall retain but not accrue seniority during such extension within a reasonable length of time.

10.02. Married Women. Leaves of absence without loss of seniority will be granted to married women for a period not in excess of one year in case of pregnancy, provided that in such case the leave of absence must be taken and commence at least six (6) weeks before birth of the child, and provided that such employee shall not return to work without her doctor's written consent, and in no case sooner than three (3) months after the birth of the child.

10.03. Conditions. It is understood that the employee cannot be given the same job upon return from a leave of absence. It is also understood that a leave of absence is automatically cancelled if such employee seeks other work during the period of the leave of absence. Whenever an employee secures a leave of absence, his job will be posted as a job opening if a replacement is needed.

SECTION 11

Termination

11.01. This agreement shall continue in full force and effect until November 3, 1964, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it discuss cancellation, revision or modification of any provision or provisions of this agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the agreement meetings to consider such changes shall be held by the parties. In the event the parties do not reach a written agreement by the expiration date of November 3 in the particular year, as provided for herein, then this Agreement shall in all respects be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

11.02. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements con-

tained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

11.03. In the event of a general wage increase or decrease on the part of the Big Four Packers, the existing rates shall be correspondingly increased or decreased as of the date such increase or decrease is granted.

IN WITNESS WHEREOF, the Union and Company have caused this Agreement to be executed in their names by their duly authorized representatives at Kalamazoo, Michigan this 31st day of October 1961.
PETER ECKRICH & SONS, INC.

R. C. Graves

LOCAL UNIONS 337 AND 365, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

Walter E. Schewe
 James J. Keelan
 Francis T. Rafferty
 Henry Schreuder
 Marguerite Armstrong

Hershel Holcomb
 Robert Frentheway
 Phil Smith
 E. K. Smith
 Paul W. Clear
 Lawrence Brennan

SUPPLEMENTAL AGREEMENT

In meetings held between the local union negotiating committee the International representative and the Company negotiating committee it was agreed to place into effect as of November 3, 1959, certain mechanical rate adjustments which would effect all job classifications within the Maintenance Department except that of the unskilled workmen.

The Company will also place into effect in the Maintenance Department, as of November 3, 1959, a job progression system and a revised job description list which will define those skills required at the various levels in the job progression system. Unskilled workmen are excluded from the Maintenance job progression system.

The following table lists the revised job classifications, wage brackets, wage rates and the amount of time which may be required before a man can be advanced to the next higher skill level:

Job Classification	Hourly Rate	Time Requirements
Assistant Foreman	2.75	
Master Skilled Workman	2.71	
Skilled Workman	2.60	18 months as apprentice skilled workman and ap-

Apprentice Skilled Workman	.....	• 2.50	appropriate job opening
Semi-Skilled Workman	.....	2.40	12 months as semi-skilled workman (automatic)
Helper Semi-Skilled Workman	.....	2.28½	6 months as Helper Semi-skilled workman (automatic)
Stock Clerk	.....	2.35½	1st step in Maintenance job progression
Janitor	.....	2.18½	2.40½ 2.45½
			2.18½ 2.23½

Time requirements as incorporated in the Maintenance job progression system shall supersede Section 4.04 of the Labor Agreement as regards the amount of time necessary before the maximum rate is reached.

Whether additional jobs requiring the skill levels listed in the Maintenance Job Progression System shall be created or some present jobs abolished shall be determined by the Plant Engineer.

These time requirements shall not prevent a qualified man from moving to higher skill levels at a pace which is faster than that listed in the time requirement provisions. However, there can be no guarantee that a man will move faster than that listed on the time requirement provisions.

Nothing in this agreement shall preclude the possibility of a Maintenance job opening being filled by an inter-departmental transfer nor shall this agreement alter the provision regarding a thirty (30) day trial period in cases of promotion or demotion. (Section 8)

GENERAL

It was agreed that no additional stuffing machines will be incorporated into a double bench for the life of this agreement.